



TEMPLE GARDENS

HOTEL & SPA

24 Fairford Street East
Moose Jaw, SK
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www.templegardens.sk.ca

CONFERENCE CONTRACT

Herein and after will be known as "TGHS" or "Hotel" and will be known as "Patron".

Booking Name	Arrival Date	July 11, 2022
OIPC Meeting	Contact Name:	Kim Mignon-Stark
Company Name	Office of the Saskatchewan Information and Privacy Commissioner	Contact Title:
Address	503-1801 Hamilton Street	Contact Phone: (306) 798-0173
City, Province	Regina, SK	Contact Fax:
Postal Code	S4P 4B4	Email Address: kmignon-stark@oipc.sk.ca

Thank you for choosing Temple Gardens Hotel & Spa, for OIPC Meeting stay. The following guestroom block and function space has been reserved on a tentative basis until Wednesday, June 29, 2022. To confirm these details please return signed contract.

GUEST ROOM COMMITMENT:

The Hotel agrees that it will provide, and OIPC Meeting agrees that it will be responsible for utilizing, 18 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Room Block	Room Type	Mon 07-11-2022	Total
OIPC Meeting	King Business Suite with Sofabed	1	1
		\$189.00	\$189.00
	Standard Two Queen Beds	17	17
		\$159.00	\$159.00
Booking Total		18	18

All room rates are quoted in Canadian dollars and are net non-commissionable. Room rates are subject to applicable taxes in effect at the time of check-in, currently 5% Federal Goods and Services Tax (GST) 6% Provincial Sales Tax & 1% Destination Marketing Fee (DMF) and are subject to change without notice.

Additional person rate is \$15 per person up to a maximum of 4 people per room with existing bedding. There is no charge for children under 16 years of age, sharing adult's room, with existing bedding – maximum 4 persons per room. Check in time starts at 4:00 pm. Check out time is until 12:00 noon. Parking Fee is \$5 per day.

METHOD OF RESERVATIONS:

Reservations will be made by ROOMING LIST

Patron will forward its rooming list by the Cut-Off Date via email to sales@templegardens.sk.ca.

Important: First night's room and tax will be charged if cancellations are received 24 Hours or less prior to arrival.

CUT-OFF DATE:

Reservations by attendees must be received on or before **Friday, June 17, 2022** (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the group rate after this date.

EARLY DEPARTURE FEE:

In the event that a guest has requested a room within your block and who checks out prior to the guest's reserved checkout date, the Hotel will add an early check-out fee of \$75.00 per night to that guest's individual account. Guests wishing to avoid an early departure fee should advise the Hotel, a minimum of 24 hours prior to their check-in date, of any changes. Hotel requests that you inform your attendees accordingly.

BILLING METHODS FOR GUEST ROOM RESERVATIONS:

ROOM, TAXES & PARKING

- All costs for Room, Taxes and Parking are to be Direct Billed and are to be transferred to the Master Account at the end of the function.
- Incidentals will be paid by the individual guests before departure.

ALL CHARGES

- All costs for Room, Taxes, Parking and Incidentals are to be Direct Billed and are to be transferred to the Master Account at the end of the function.

INDIVIDUAL PAYMENTS

- Individual credit card numbers will be provided to guarantee each reservation.
- Valid credit card or method of payment will be provided upon check in.
- All costs for Room, Tax, and Incidentals will be paid by the individual guests before departure.

FUNCTION INFORMATION / EVENT AGENDA:

Based on the requirements outlined by OIPC Meeting, the Hotel has reserved the function space set forth on the Function Information/Event Agenda below. The Hotel reserves the right to substitute comparable accommodations for the function. Any setup or dismantling that needs to take place outside of the specified times must be coordinated by the Catering Manager and additional fees may be charged.

Date	Time	Function	Room	Agr	Room Rental
Mon, 07/11/22	8:00 AM - 9:00 AM	OIPC Breakfast	Skywalk	17	\$.00
Mon, 07/11/22	8:00 AM - 5:00 PM	OIPC Meeting	Skywalk	17	\$500.00
Mon, 07/11/22	12:00 PM - 1:00 PM	OIPC Lunch	Skywalk	20	\$.00
Mon, 07/11/22	2:45 PM - 3:00 PM	PM Break	Skywalk	20	\$.00
Mon, 07/11/22	6:00 PM - 7:00 PM	OIPC Dinner	Skywalk	17	\$.00
Tue, 07/12/22	8:00 AM - 9:00 AM	OIPC Breakfast	Skywalk	17	\$.00
Tue, 07/12/22	8:00 AM - 5:00 PM	OIPC Meeting	Skywalk	17	\$500.00
Tue, 07/12/22	12:00 PM - 1:00 PM	OIPC Lunch	Skywalk	18	\$.00
Tue, 07/12/22	2:45 PM - 3:00 PM	PM Break	Skywalk	18	\$.00

Meeting room rental fees, food and beverage costs, and related services are subject to applicable taxes (currently 5% Goods & Services Tax and 6% Provincial Sales Tax) in effect on the date(s) of the Event as well as a 15% service charge.

MEETING / FOOD AND BEVERAGE REQUIREMENTS:

Patron must provide Hotel with advance notice of the exact times, meeting room set-ups, menu selections and number of covers with respect to the function(s) at least thirty (30) days prior to arrival. Dietary restrictions must be submitted no later than seven (7) days prior to arrival. Patron will provide final guarantee of this information no later than seven (7) days prior to arrival.

After meeting and Food & Beverage requirements have been determined, the Hotel will submit Banquet Event Orders “BEO” for Patron’s review and signature. Failure to return the BEO within 48 hours of receipt will be interpreted as acceptance by the Patron. Menu prices will be confirmed on Banquet Event Orders (BEOs).

In the event of a total room set-up change within 72 hours of any function (meeting, exhibit or banquet), a service fee of \$2.00 per person, based on expected attendance submitted at seven (7) day guarantee, will be charged to the Master Account.

Due to Health & Safety regulations, the Hotel prohibits the removal of any food following the event, with the exception of anniversary, birthday or wedding cakes.

OUTSIDE FOOD AND BEVERAGE POLICY:

All food and beverages served at functions associated with the Event must be provided, prepared and served by Hotel and must be consumed on Hotel premises with the exception of boxed meals which may be required for outside activities.

If outside food and beverage is found in function space during event times outlined in the Event Agenda, a surcharge of \$50.00 per person will be charged to the Master Account.

Please initial and date to indicate that you have read and understood the contents of the Outside Food and Beverage Policy:

Initial: [REDACTED]	Today's Date: June 17, 2022
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ENTERTAINMENT:

For every event where live or recorded music will be played or broadcasted, the hotel will collect performing rights on behalf of the SOCAN (Society of Composers, Authors and Music Publishers of Canada). These fees are subject to change without notice.

SOCAN (Society of Composers, Authors and Music Publishers of Canada) fees apply to all events with music or entertainment and is based on the square footage of the venue. This cost will be reflected on your Banquet Event Order (BEO). Please contact our Catering Manager for further details.

MEETING / BANQUET SPACE / THEME EVENTS

Meeting/banquet room rental fees include:

- Heating/air conditioning
- Room lighting
- Standard cleaning services for the public use portion of areas
- Linens & Napkins

Rental fees do not include:

- Storage of exhibit material

- Labor to move exhibit materials in and/or out of the hotel
- Decoration/special lighting
- Security services
- Labor to install, erect, drape or decorate exhibit booths of an exhibit area or a meeting/banquet room
- Cleaning of interior booth space
- Telephone data lines
- Installation of and charges for specific electrical requirements for individual exhibitors or extensive audio-visual equipment.
- Cleaning services for post set-up and tear-down
(i.e. excessive use of balloons in a theme banquet which would incur additional manpower for cleaning.)

DECORATIONS

To help preserve the appearance and minimize damage to the guest floors and public space, the hotel does not permit the hanging of posters, announcements, etc. on walls, columns or furniture. Gummed promotional stickers or labels are not allowed.

Request to place promotional materials, signage, etc. in the main lobby or other areas should be directed to and approved by the Catering Manager. Communication to delegates and/or exhibitors of above requirements is the responsibility of the Patron.

A \$10.00 per person (based on the guaranteed number) fee will be charged to the Master Account for excessive cleaning required on the part of the Hotel, the minimum charge will be \$500.00 per function space. For this reason, it is highly recommended not to use confetti or glitter for decorating purposes.

CUSTOMS

Materials coming to Canada from the United States or abroad will, of necessity, have to clear Canadian Customs. The use of a recognized Custom Broker is strongly recommended.

DAMAGE/LOSS:

The Hotel will not be responsible for the damage or loss of any personal property and equipment, displays, supplies, written materials or other valuable items left in the meeting rooms, conference areas, or public areas prior to, during or following any event. Accordingly, the client will be responsible for security of any such materials and assumes responsibility for any such loss or damage. The client is responsible for any damages to the hotel premises by their guests, agents or independent contractors acting on their behalf. The hotel will charge the client for all such damages caused to furniture, surfaces and doors.

UNATTENDED ITEMS / ADDITIONAL SECURITY:

Temple Gardens Hotel & Spa cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with Temple Gardens Hotel & Spa for securing a limited number of valuable items. The Hotel will hold items no longer than 24 hours after event. If Patron requires additional security with respect to such items or for any other reason, Temple Gardens Hotel & Spa will assist in making this arrangement at a cost to Patron. All security personnel to be utilized during the Event are subject to Hotel approval.

ROOMS ATTRITION:

Hotel is relying upon Patron's use of the Room Night Commitment. Patron agrees that a loss will be incurred by Hotel if actual usage is less than 80% of the Room Night Commitment.

If Patron's actual usage is less than 80% of the Room Night Commitment, Patron agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and the actual usage, multiplied by the average group room rate.

Attrition Costs are subject to applicable taxes in effect at the time of check-in, currently 5% Federal Goods and Services Tax (GST), and are subject to change without notice.

FOOD AND BEVERAGE ATTRITION:

Patron has committed to food & beverage events(s) outlined in the above Function Information/Event Agenda. If there is a reduction of more than 15% in estimated revenue less than seven (7) days prior to event, Patron agrees to pay Hotel, as follows:

If there is a reduction of more than 15% in the estimated revenue less than seven (7) days, patron agrees to pay 100% of the difference between the estimated food & beverage revenue and the actual revenues received from the event.

Attrition Costs are subject to applicable taxes in effect at the time of arrival, currently 5% Federal Goods and Services Tax (GST) on meeting space rental. 5% Federal Goods and Services Tax (GST) and 6% Provincial Service Tax on all food and beverage requirements. Taxes are subject to change without notice.

EVENT CANCELLATION:

Patron acknowledges that if it cancels, for reasons other than fire, catastrophe, or act of God, or otherwise essentially abandons its planned use of the room night commitment and meeting/function space (a "Cancellation"), this action would constitute a breach of Patron's obligation to Hotel and Hotel would be harmed.

Patron therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount noted below:

If event is cancelled within 30 days or less prior to Monday, July 11, 2022 (event arrival date), patron agrees to pay 80% of the total estimated dollar value* for guest rooms, published meeting room rental charges and 50% of estimated food & beverage revenues.

If event is cancelled within 7 business days prior to event date, patron agrees to pay 100% of the estimated food & beverage revenues.

* \$2,892.00 is the dollar amount equal to the number of guest room nights in the Room Night Commitment multiplied by the average group guest room rate and published meeting rooms fees noted in the rental grid on the Function Information Agenda/Event Agenda above.

PAYMENT OF ACCOUNT:

A Master Account will be setup upon arrival by our Credit Manager. Hotel must be notified in writing at least 30 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account.

The outstanding balance of the Master Account will be due and payable upon receipt of invoice. If payment of any invoice is not received within thirty (30) days of the date of receipt of original statement, Hotel will impose a finance charge at the rate of 1.5% per month (18% annual rate).

FORCE MAJEURE:

If the Contract became impossible to perform by either of us because of acts of God, war, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities (which prohibit 25% or more of the meeting delegates from attending your conference), or other

emergencies making it inadvisable, illegal, or impossible to provide the facilities or to hold the meeting/program/conference, this Contract may be terminated for any one or more of such reasons by written notice from one party to the other.

If the Hotel changes management between the date of this Agreement and the Event, and such change could have a detrimental effect on the services to be provided by the Hotel, or the Hotel changes flags and becomes a lower star quality property, the Patron has the option to cancel this Agreement without penalty.

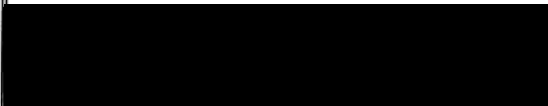

ACCEPTANCE:

By specifying the requirements, conditions and services relative to your event agreement, we are confident that the execution of this agreement will exceed the expectations of you and your delegates.

The terms outlined above are an integral part of our agreement and should be reviewed carefully before signing below. Should there be any questions or concerns pertaining to this document, please do not hesitate to contact me. My full cooperation and assistance is available at all times.

To confirm your booking, please return a signed copy of this Agreement prior to **Friday, June 17, 2022**, so that it will be placed on a definite basis. On behalf of all the Associates at Temple Gardens Hotel & Spa, we look forward to welcoming you and your delegates to beautiful historic Moose Jaw.

SIGNATURES:

Approved and authorized for OIPC Meeting by:	Approved and authorized for Temple Gardens Hotel & Spa by:
Name: Kim Mignon-Stark	Name: Megan Weinberger Sales Coordinator
	Signature: 
Date: June 15, 2022	Date: June 17, 2022