

HOTEL & CONFERENCE CENTRE

Client Name:	Office of the SK Information and Privacy Commissioner				
Client Contact:	Kim Mignon-Stark				
Address:	503-1801 Hamilton Street				
Oit Otata Dantal	D-di CV CAD ADA				
City, State Postal	Regina, SK, S4P 4B4				
Telephone:	306 798-0173				
Email:	kmignon-stark@oipc.sk.ca				
Function Name:	OIPC Retreat				
Sales Rep:	Morgan Smale	Catering Rep:	Morgan Smale		
Arrival:	06/05/2019	Departure:	06/05/2019		

Thank you for selecting DoubleTree by Hilton Hotel and Conference Centre Regina, your business is important to us. Should you have any questions regarding the following information please contact **Morgan Smale** at **306-525-7564**.

This agreement (the "Agreement") is dated 4/11/2019 between:

Leadon (Regina) Operations Limited Partnership dba DoubleTree by Hilton Hotel and Conference Centre Regina ("we", "us", "our", "Hotel")

And

Office of the SK Information and Privacy Commissioner ("you", "your", or "Client")

The Hotel agrees to hold the space listed below on a tentative basis until Thursday, April 18, 2019. If the Hotel and the Client do not have a fully executed Agreement by 04/18/19 the Hotel may release the space for sale to the public.

METHOD OF PAYMENT

The Hotel offers several forms of acceptable payment for you.

PLEASE CHECK THE APPROPRIATE OPTION:



Direct bill indicating charges to the address listed on this Agreement (subject to filing an application and approval of credit). If you wish to apply for direct billing, please complete and return a credit application along with this signed Agreement. In order to establish billing privileges the Hotel must have a completed credit application on file at least 30 days prior to the start of your event. Should a direct billing account be declined or suspended, an advance payment equal to 40% of the estimated charges will be due thirty (30) days prior to the start of the event with the remaining final estimated charges due 3 days prior to your event.

Please circle one option below for the charges you wish to have billed to your Master Account:

- Bill room, tax and incidentals to individual and catering/meeting room rental to Master Account.
- 2. Bill all charges to Master Account.
- 3. Bill room/tax, catering/meeting room rental to Master Account and incidentals to individual.

CASH OR CHEQUE: Initial Deposit of 20% \$200.00 at time of booking, followed by advance payment
equal to 40% \$300.00 of the estimated charges will be due thirty (30) days prior to the start of the
event with the remaining final estimated charges due 3 days prior to your event (mailed or delivered
to DoubleTree Regina). A credit card should be on file for any remaining incidental charges.

CREDIT CARD: An authorized credit card for all charges, with Initial Deposit of 20% \$200.00 taken at time of booking, followed by payment equal of 40% \$300.00 of the estimated charges thirty (30) days prior to the start of the event with the remaining final estimated charges pre-authorized 72 hours before the function. The Hotel's **Credit Card Authorization Form** must be filled out & submitted in order to guarantee the booking.

LATE PAYMENT CHARGES

Late payment charges will apply to balances outstanding more than 30 days. Interest of 1.5% per month will be charged on all balances outstanding over 30 days.

CLIENT FUNCTION ARRANGEMENTS

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
Wednesday, June 5, 2019	8:00 AM	4:00 PM	Package Meeting		Hollow Square	12	Included

We are pleased to offer the above Package Meeting at a discounted price of \$69.00 per person. This is a discount of \$20.00 per person. Your all inclusive Meeting Package would include the following:

- Hot Buffet Breakfast in our Wildsage Restaurant
- AM & PM Breaks with unlimited Coffee, Tea, Soft Drinks, Bottled Juice, & Chef Selected Snacks
- Hot Buffet Lunch in our Wildsage Resaurant <u>OR</u> Sandwich Shop buffet inside your meeting room
 - Room Rental
 - Screen & Projector
 - Gratuities
 - Parking for all of your attendees

CONFERENCE FACILITY RENTAL CHARGES AND AGREEMENTS

The above function space has been priced and reserved based upon your expected guest rooms and food & beverage requirements. Based on the space being held for you, the Hotel is requiring a guaranteed minimum of 10 people at \$69.00 per person (before tax and gratuity). Should your event not meet this amount, the difference will be applied as meeting room rental.

Menu prices will be confirmed three (3) months prior to the scheduled function.

Food and Beverage prices are subject to a 17% service charge and a 5% Goods and Services Tax and 6% Provincial Tax. All Audiovisual Equipment will also be subject to a 17% service charge and a 5% Goods and Services Tax, and 6% Provincial Sales Tax (subject to change without notice).

All Inclusive Meeting Packages are subject to additional 5% Goods and Services Tax and 6% Provincial Sales Tax.

FOOD AND BEVERAGE POLICIES

The Hotel agrees to provide adequate and appropriate space for your event(s). We reserve the right to change and assign meeting rooms based on the needs of the function.

In the event of a meeting room cancellation, or you experience a drop of attendance, please notify the Catering Department no later than thirty (30) days prior to your conference. The Hotel reserves the right to provide alternate function space if changes in attendance, set up requirements or time changes occur. The Hotel reserves the right to renegotiate meeting room charges if there is a significant drop (20% or more) in your attendance or planned food and beverage functions.

The Hotel's Catering Department must be notified of the guaranteed attendance no later than 12:00 noon, three days prior to the scheduled function. Guaranteed attendance for functions scheduled on Monday or Tuesday must be received by 12:00 noon the preceding Friday. We will agree to set 5% over the guaranteed attendance for banquets. Guarantees are not subject to reduction and charges will be made based on the guaranteed attendance provided by you.

Due to licensing requirements and quality control standards, all food and beverage to be served on the Hotel property must be supplied and prepared by the Hotel.

THIRD PARTY VENDORS - AUDIO VISUAL

All Third Party Vendors planning to do audiovisual work within our facility must contact Freeman AV and The DoubleTree by Hilton Hotel & Conference Centre Regina no less than 10 days prior to their load in. FREEMAN AV and The DoubleTree by Hilton Hotel & Conference Centre Regina will advise these companies of the provisions that must be met and assist in assuring that your function runs smoothly. To ensure that all Hotel Policies and Safety Standards are adhered to, a Freeman Audio Visual Technician must be scheduled 1 week in advance of your move-in at \$66/hour (minimum 4 hour call). Patch fees to house sound systems, after hour and stat holiday rates may be applicable.

SET UP CHANGES

Please contact the Hotel's Catering Department for any additional set up requirements at least 3 business days prior to your event. The Hotel reserves the right to charge a service fee for room set up changes occurring within 24 hours which require additional labour not agreed to in the set up as outlined above will be subject to an hourly rate of \$25.00 per person per hour plus applicable taxes.

CLIENT CANCELLATION

The parties agree that the following schedule represents a reasonable effort on behalf of the Hotel to establish our actual damages to be paid by the Client for cancellation of this Agreement to the Hotel, which shall be due and payable upon receipt.

Number of Months prior to Arrival	Cancellation Fee		
6 - 12 (180 days or more)	25% of Gross Revenue *		
3 - 6 (90 days or more)	50% of Gross Revenue *		
Less than 3 (less than 90 days)	75% of Gross Revenue *		
Less than 30 days	100% of Gross Revenue *		

^{*} Gross Revenue is equal to anticipated revenue derived from guestrooms, food and beverage, meeting room and ancillary enterprises if the event was held as scheduled.

- Should the Client re-book a cancelled event within 30 days to actualize within the following 12-month period, 50% of the cancellation fee would be applied to the rescheduled event.
- Should the Hotel be able to re-book space or guest rooms held to another client with comparable revenue the cancellation fee would be refunded.

TERMINATION FOR CAUSE

This Agreement is subject to termination for cause without liability to the terminating party under any of the following conditions:

- 1. Impossibility of performance: This Agreement will terminate without liability to either party if substantial performance of either party's obligation is prevented by an unforeseeable cause beyond that party's control. Such causes include, but are not limited to, acts of God, fire, flood, explosion, war, civil disorder, terrorism, health pandemic where the local health authority has issued facility closures and quarantine alerts, curtailment of transportation facilities or services necessary in order to hold the meeting; strike lockout or work stoppage or other restraint of labour.
- In the event that either party shall make a voluntary or involuntary assignment for the benefit of
 creditors or enter into bankruptcy proceedings, become insolvent or subject to foreclosure, the other
 party shall have the right to terminate this Agreement without liability upon written notice to the
 other.

HOTEL CONDITION

We acknowledge that this Agreement is being entered into based on the Hotel's facilities or agreed upon function space and amenities to be utilized pursuant to this Agreement, and our commitment with respect to accommodations and services to be made available to program participants.

The Client acknowledges that the Hotel has the right to undertake any capital work in the Hotel and such work shall not be deemed a breach of this Agreement by the Hotel. Should any such work have a substantial and material impact on the Client's program operation, the Hotel shall inform the Client by 6 months prior to the booked dates. Both parties agree to meet and engage in good faith discussions to amend the Agreement in order to reduce or minimize such impact to the Client. If, after such mutual discussions, no alternatives are found to be reasonably acceptable to you, you will have the right to terminate this Agreement without damages and receive a full refund of all deposits made prior to date of termination.

ASSIGNMENT

This Agreement may not be assigned by the Client without the prior written consent of the Hotel.

INSURANCE

You agree to carry, and upon demand to provide evidence of, reasonably sufficient insurance coverage for any loss or damage to your contents and belongings, any personal injury, and for any liabilities arising out of proceedings of the Hotel space and facilities by you or your representatives, and from your obligations pursuant to this Agreement, including but not limited to, comprehensive general liability insurance in an amount of not less than \$2,000,000.00 per occurrence.

INDEMNIFICATION

The Hotel and the Client each agree to defend, indemnify and hold harmless the other party and their respective agents, employees, directors and officers from and against all claims, actions or causes of action, liabilities, damages, costs, and expenses including attorneys' fees and costs arising from the defense of any claim, action, cause of action or liabilities arising out of or resulting from any act taken or committed by the Hotel or the Client pursuant to the performance of each party's obligations hereunder, except for the wilful misconduct or gross negligence of the other party.

This Agreement will ensure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, personal representatives, successors and permitted assigns. This Agreement, together with the schedule of events, all terms and conditions set out herein, any addendum, and the Hotel policies and procedures, constitute the entire agreement between the parties.

Office of the SK Information and Privacy	DoubleTree by Hilton Hotel and Conference Centre
Commissioner	Regina
Ron Kruzeniski	Morgan Smale
Name of Client's Authorized Representative	Name of Hotel's Authorized Representative
Signature of Client's Authorized Representative	Signature of Hotel's Authorized Representative
-01000	
Information + Privacy Commissioner	Sales Coordinator
Title:	Title:
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April 12,2019	Thursday, April 11, 2019
Date:	Date: