

Pendennis Event Agreement Terms & Conditions

These Terms and Conditions are appended to the Event Agreement and form an integral part of this Agreement.

For Efficacy, The Pendennis Weddings and Events Inc. will be replaced with TPWAE throughout this document.

1. Use & Occupation

The Client will have no access to the Premises at any time before or after the Client Access Periods, unless otherwise agreed in writing by TPWAE. Without limiting the generality of the foregoing, if the Client fails to complete its obligations under the Section entitled 'Cleaning & Maintenance' and vacate the Premises in a timely manner at the end of the Client Access Periods, the Client will be deemed to be overholding and will be charged a fee of two hundred and fifty dollars (\$250) for each increment of thirty (30) minutes or portion thereof until the Client has met its obligations and vacated the Premises. In addition to these overholding fees, the Client will be responsible for the cost of any damages or expenses incurred by TPWAE or by other clients of TPWAE that result from the overholding by the Client.

TPWAE reserves the right to refuse coordination with vendors deemed by TPWAE in its sole discretion to be non-trusted parties and to refuse access for such vendors to the Premises.

The Premises Egress Areas will be used exclusively for the purposes of access to the Venue Areas and for egress from the Venue Areas in case of emergency. The Client will not allow other uses or activities and will not allow any Persons to obstruct or loiter in the Premises Egress Areas.

The Client will not allow any Person to access the Licensed Areas except as permitted under the particular licensing associated with each such area.

The Client will not allow any Person to access any part of the Premises outside of the Event Access Areas.

The Event Venue will be used for the Permitted Use and for no other purpose.

The Client covenants to comply with all laws, bylaws, ordinances, orders, rules, regulations, or requirements of any federal, provincial, or municipal government or any department, commission, board, or officer thereof.

The Licensed Activities form part of the Permitted Use. The Client will not allow Licensed Activities to take place outside of the Licensed Areas. Except where explicitly identified as a permitted Licensed Activity under this Agreement, the Client will not allow the sale or consumption of alcohol, tobacco, or cannabis; gambling activities; or any other restricted or regulated activities in the Event Access Areas.

The Client will conduct its event production activities in a first class, professional, and reputable manner that is suitable for the character of the Premises.

The Client will not assign this Agreement or sublet any part of the Venue Areas.

TPWAE, its agents, and employees may enter the Event Access Areas at any time during the Client Access Periods to ensure the Client's event is proceeding safely and in compliance with the provisions of this Agreement.

TPWAE will not be responsible to the Client for any breach or violation of any other Person of the Rules and Regulations.

2. Payments & Deposits

Failure to pay the Rental Fee and Deposits in a timely manner may result in termination of this Agreement and cancellation of the event at the sole discretion of TPWAE.

Without limiting the generality of the Subsection entitled 'Sole Agreement' under the Section entitled 'General Provisions', TPWAE reserves the right at its sole discretion to apply the Deposits against any unpaid amounts owing to TPWAE for damages or expenses incurred by TPWAE on behalf of the Client or resulting from the actions of the Client or any agents, employees, vendors, volunteers, or guests of the Client.

Interest on any outstanding amounts owing under this Agreement will be charged at a rate of 20% per annum, compounding monthly.

The Client authorizes TPWAE to charge any credit card provided by the Client as additional security for any amounts owing that remain unpaid beyond the payment terms set forth in this Agreement.

The Deposits will be retained by TPWAE without interest as security for the due performance by the Client of its obligations under this Agreement. The Deposits may be applied, in TPWAE's sole discretion, to remedy any default by the Client under this Agreement, whether in respect to the payment of monies or otherwise.

If any or all of the Deposits are applied by TPWAE to remedy any default, then the Client will replenish the Deposits to their original amounts upon written demand from TPWAE.

If TPWAE does not use the Event Deposit to remedy a default of the Client, the Event Deposit will be applied towards the Rental Fee.

The Security Deposit will be repaid to the Client within thirty (30) days after TPWAE has determined that the Client has satisfied its obligations under this Agreement and all amounts owing have been paid

Goods and Services Tax (GST) will be applied to all amounts payable by the Client.

3. Cleaning & Maintenance

The taking of possession of the Event Access Areas by the Client during the Client Access Periods will be conclusive evidence that at the time of taking possession the Event Access Areas were in good and fully satisfactory order and condition.

The Client will comply with all Environmental Laws and will not allow any Hazardous Substance to be brought upon, kept, or used in or about the Premises or Event Access Areas.

If the Client does not maintain the Premises and Event Access Areas as required under this Agreement, TPWAE may complete such maintenance and the Client will pay all associated costs.

4. Insurance

The Client will take out and maintain the following event insurance at the Client's sole expense in such form and with such insurance companies as TPWAE may reasonably approve:

- a. Comprehensive event liability insurance applying to all operations of the Client at the Premises and against claims for bodily injury, death, and property damage or loss arising out of the use or occupation of the Event Access Areas for the amount of not less than two million dollars (\$2,000,000.00) combined single limit or such other amount as may be reasonably required by TPWAE from time to time;

Such insurance will name TPWAE as a named insured so as to indemnify and protect both the Client and TPWAE and must contain a "cross liability" or "severability of interests" clause so that TPWAE and the Client may be insured in the same manner and to the same extent as if individual policies had been issued to each.

The policies of insurance referred to above must contain the following additional provisions:

- b. provisions that protect TPWAE notwithstanding any act, neglect, or misrepresentation of the Client that might otherwise result in the avoidance of a claim under such policies and such that such policies will not be affected or invalidated by any act, omission, or negligence of any third party that is not within the knowledge or control of the insured(s);
- b. provisions that such policies and coverage will be primary and non-contributing with respect to any policies carried by TPWAE and that any coverage carried by TPWAE will be excess coverage;
- b. all insurance referred to above will provide for waiver of the insurer's rights of subrogation as against TPWAE; and
- b. provisions that such policies of insurance will not be cancelled without the insurer providing TPWAE thirty (30) days written notice stating when such cancellation will be effective.

The Client will provide evidence of all such policies of insurance to TPWAE no later than thirty (30) Days prior to the beginning of the Client Access Periods.

Failure to produce the required permits and licenses to the satisfaction of TPWAE in its sole discretion will constitute a material breach of this Agreement and will result in immediate termination without requirement of written notice.

5. Indemnification

The indemnity, limitation of liability, and security interest provisions contained in this Agreement will survive the termination of this Agreement.

Limitation of Liability

Unless arising from the gross negligence of TPWAE or those for whom TPWAE is responsible at law, TPWAE will not be liable or responsible for:

- a. any personal injury or damage of any nature whatsoever, however caused, that may be suffered or sustained by the Client or by any other Person for whom the Client is responsible at law or who may be upon the Premises; or
- b. any loss or damage of any nature whatsoever, however caused, to the Premises, any property belonging to the Client, or to any other Person while such property is in or about the Premises.

Client's Indemnity

The Client will indemnify and save harmless TPWAE from all loss and damage and all actions, claims, costs (including solicitor and his own client costs on a full indemnity basis), demands, expenses, fines, liabilities, and lawsuits of any nature whatsoever for which TPWAE will or may become liable, incur, or suffer by reason of:

- a. a breach, violation, or non-performance by the Client of any covenant, term, or provision of this Agreement;
- b. any Hazardous Substance held, released, spilled, abandoned, or placed upon the Premises or released into the environment by the Client, its agents, employees, guests, or any other Person the Client is responsible for at law, in the course of the Client's business or as a result of the Client's use or occupancy of the Premises;
- c. any injury caused to, or suffered by, any Person, or damage to any property arising from or connected with:
 - i. any act or omission, default, or negligence in or about the Premises; or
 - ii. the use or occupation of the Premises,by the Client or any of its agents, employees, vendors, volunteers, or guests, or any other Person for whom the Client is responsible at law.

The Client will immediately notify TPWAE of any damages, injury, or death that the Client has knowledge of on or near the Premises.

6. Termination

The Client may terminate this agreement by delivering written notice of event cancellation to TPWAE together with payment in full of the Rental Fee; provided however that, if the Client provides a minimum of one hundred eighty (180) days written notice of event cancellation, fifty percent (50%) of the Rental Fee will be waived; or if the Client provides a minimum of thirty (30) days notice, thirty percent (30%) of the Rental Fee will be waived.

If the Client fails to observe, perform, or keep any of the provisions of this Agreement, TPWAE may terminate this agreement immediately upon written notice to the Client.

Failure to produce evidence of the insurance, permits, and licenses required under this Agreement to the satisfaction of TPWAE in its sole discretion no later than thirty (30) days before the beginning of the Client Access Period will constitute a material breach of this Agreement and will result in immediate termination without requirement of written notice.

No refund or compensation of any kind will be returned to the Client if TPWAE terminates this Agreement due to a breach of this Agreement by the Client.

Prior to the Client Access Periods, TPWAE reserves the right to terminate this Agreement by providing written notice and a full refund of any Deposits if TPWAE has reason to believe that the Client is planning to act in contravention of this Agreement or intends to act unlawfully in its capacity as a party to this Agreement.

During the Client Access Periods, TPWAE reserves the right to immediately cancel any event it deems in its sole discretion to be unsafe or unruly without refund or compensation of any kind to be returned to the Client for such cancellation.

7. General Provisions

JOINT & SEVERAL: If there is more than one party listed as Client in the Event Agreement, each such party will be jointly and severally liable for all obligations of the Client under this Agreement.

APPROVALS: No provision in this Agreement requiring TPWAE's consent or approval will be deemed to have been fulfilled or waived unless the written consent or approval of TPWAE relating to the particular matter or instance has first been obtained and, without limiting the generality of the foregoing, no prior consent or approval and no condoning, excusing or overlooking by TPWAE on previous occasions when such a consent or approval was required will operate as a waiver of the necessity of such consent or approval whenever required under this Agreement.

PERFORMANCE: Notwithstanding anything in this Agreement to the contrary, TPWAE will not be in default in respect of the performance of any of the terms, covenants and conditions of this Agreement if any failure or delay in such performance is due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, act of God, or other cause beyond the control of TPWAE.

RELATIONSHIP OF PARTIES: Nothing contained in this Agreement, including the method of computation of rent or any acts or omissions of the parties under this Agreement, will be deemed or construed by the parties to this Agreement, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture, or any other relationship between the parties to this Agreement, other than the relationship of TPWAE and Client.

SOLE AGREEMENT: This Agreement sets forth all of the warranties, representations, covenants, promises, agreements, conditions, and understandings between the parties concerning the Premises and there are no warranties, representations, covenants, promises, agreements, conditions, or understandings, either oral or written, express or implied, between them other than as set forth in this Agreement.

MODIFICATIONS: Except as otherwise stated in this Agreement, no subsequent alteration, amendment, change, or addition to this Agreement will be binding upon the parties unless reduced to writing and signed by the parties.

SEVERABILITY: All of the provisions of this Agreement are to be construed as covenants and agreements. Should any provision of this Agreement be or become illegal, invalid, or not enforceable, it will be considered separate and severable from this Agreement and the remaining provisions will remain in force and be binding upon the parties to this Agreement and be enforceable to the fullest extent of the law.

FURTHER ASSURANCES: The parties to this Agreement covenant and agree to do such things and execute such further documents, agreements, and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

GOVERNING LAW: This Agreement will be governed in accordance with the laws of the Province of Alberta and the parties to this Agreement submit to such jurisdiction.

NOTICES: Any notice required to be given under this Agreement by any party will be deemed to have been well and sufficiently given if delivered in writing:

- a. by mail to either party in a sealed envelope with postage paid and addressed to the respective party's address as described in the Event Agreement or to such other address as such party may from time to time direct in writing; or
- b. by email addressed to the respective party's "Email Address" as described in the Event Agreement or to such other email address as such party may from time to time direct in writing, provided that the subject line begins with the words "NOTICE RE EVENT RENTAL AGREEMENT" in capital letters.

In the event such notice is mailed, it will be deemed to have been received seventy-two (72) hours after the time of mailing. In the event such notice is emailed, the recipient is obligated immediately following receipt to reply with confirmation of receipt and the notice will be deemed to have been received upon such confirmation.

LEGAL ADVICE: Each of the parties to this Agreement represents and warrants to the other parties that it has had the opportunity to seek, and was not prevented or discouraged from seeking, independent legal advice prior to the execution and delivery of this Agreement, and in the event that any party did not avail itself of that opportunity prior to signing this Agreement, the party did so voluntarily without any undue pressure and agrees that its failure to obtain independent legal advice will not be used as a defense to the enforcement of that party's obligations under this Agreement.

CONTRA PROFERENTUM NOT APPLICABLE: Given the opportunity of the Client and its legal counsel to provide comments regarding this Agreement and in creating this Agreement the parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be applicable in the interpretation of this Agreement.

COUNTERPARTS: This Agreement may be executed in several counterparts each of which when so executed will be deemed to be an original, and such counterparts will constitute one and the same instrument and notwithstanding the date of execution will be deemed to bear date as of the date of this Agreement. This Agreement will be considered properly executed by any party if executed and transmitted by electronic means to the other party.

SINGULAR, PLURAL, & GENDER: Wherever the singular, plural, masculine, feminine, or neuter is used throughout this Agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter, body politic, or body corporate where the facts or context so requires.

STATUTORY REFERENCE: Any reference to a statute in this Agreement will include and be deemed to be a reference to such statute, its regulations in force from time to time, and any final judicial decisions interpreting the same. If any statute or regulation is passed with the effect of supplementing or superseding any prior statute or regulation, such supplemental or new statute or regulation will apply.

SUBDIVISIONS: The subdivisions in this Agreement are called, in descending order, “Sections”, “Subsections”, “Paragraphs”, and “Subparagraphs”, and all references in this Agreement to designated subdivisions are to the designated subdivisions of this Agreement.

INDEX & HEADINGS: The index and headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit, or enlarge the scope or meaning of this Agreement or any of its provisions.

8. Definitions

In this Agreement, the following words, phrases, and expressions are used with the meanings defined as follows:

“Agreement” means the Event Agreement to which this Schedule is attached, together with all schedules, appendices, and attachments, including but not limited to the Rules and Regulations and the Terms and Conditions.

“TPWAE” refers to 2460821 Alberta Ltd. operating as TPWAE.

"Client" means the party or parties described under ‘Client’ in the Event Agreement, jointly and severally, and the heirs, executors, administrators, successors, and permitted assignees thereof, jointly and severally.

“Client Access Periods” means the periods of time during which the Client has access to the Event Access Areas, as described under ‘Client Access Periods’ in the Event Agreement.

"Deposits" means the sum of the Event Deposit, Security Deposit, any other deposits described under ‘Deposits’ in the Event Agreement, as well as any credit card provided by the Client as additional security.

"Environmental Laws" means all international, federal, provincial, or municipal laws, by-laws, statutes, regulations, orders, permits, approvals, judgments, or common law having jurisdiction over TPWAE, the Client, or the Premises and relating in any way to the environment (including air, land, surface, water, groundwater, waste, real and personal property, moveable and immovable property, sustainability, recycling, or resource consumption), health or occupational health and safety matters including without limitation matters relating to the use, storage, and disposal of Hazardous Substances, or the release of any substance into the environment.

“Effective Date” means the effective date of this Agreement defined under ‘Effective Date’ in the Event Agreement.

“Event Agreement” means any event agreement between TPWAE and the Client to which these Terms and Conditions are appended with reference to Terms and Conditions version #BRGT001.

“Event Access Areas” means the areas comprising the Venue Areas, Licensed Areas, and Premises Egress Areas as described under ‘Venue Access’ in the Event Agreement.

"Event Deposit" means the sum of money described under ‘Event Deposit’ in the Event Agreement.

“Guest Access Periods” means the periods of time during which the Client is permitted to allow the event attendees to access the Event Access Areas, as described under ‘Guest Access Periods’ in the Event Agreement.

"Hazardous Substance" means any substance, product, material, or good that may be detrimental to the environment, plant or animal life, or human health or that may adversely affect the condition, use or enjoyment of any real or personal property, and includes, but is not limited to any substance, product, material or good regulated or declared to be hazardous or toxic pursuant to any law, by-law, statute, regulation, order, permit or proceeding;

"Licensed Activities" means the restricted or regulated activities that are permitted in the Licensed Areas under this Agreement, as described under 'Licensed Activities' in the Event Agreement.

"Licensed Areas" means those portions of the Venue Areas where Licensed Activities are permitted, as described under the Section entitled 'Venue Access' in the Event Agreement.

"Max Occupancy" means the maximum number of persons permitted to occupy the Event Access Areas as described under 'Max Occupancy' in the Event Agreement.

"Permitted Use" has the meaning described under 'Permitted Use' in the Event Agreement.

"Person" means any natural individual, corporation, partnership, limited liability company, joint venture, or other company, association, bank, trust company, trust or other entity, whether or not a legal entity, or any governmental authority, agency, or body.

"Premises" has the meaning described under the Section entitled 'Premises' in the Event Agreement.

"Premises Egress Areas" means those areas allocated to provide access to and from the Venue Areas, as indicated in the Schedule to this Agreement entitled 'Event Access Areas'.

"Rental Fee" is the rental fee amount defined under 'Rental Fee' in the Event Agreement.

"Rules and Regulations" means those rules and regulations appended to the Event Agreement and relating to and governing the Premises as imposed from time to time at the sole discretion of TPWAE including all amendments and additions.

"Security Deposit" means the sum of money described under 'Security Deposit' in the Event Agreement.

"Terms and Conditions" means the terms and conditions presented in this document version #BRGT24001.

"Venue Areas" means those areas where event activities are permitted under this Agreement, as indicated in the Schedule to this Agreement entitled 'Event Access Areas'.