



Nor'Wester Hotel & Conference Centre

2080 Hwy #61, Thunder Bay, ON P7J1B8

1 (888) 473-2378 (807) 473-9123

bwplusnorwester.com



Wherever Life Takes You, Best Western Is There.®

The **Best Western PLUS Nor'Wester Hotel & Conference Centre** is fortunate to have one of the best locations in Thunder Bay, located only 10 minutes South of the Airport with a spectacular view of the Nor'Wester Mountains.

The Best Western PLUS Nor'Wester Hotel & Conference Centre is an Award-winning property with 89 spacious and comfortable guest rooms and is the premier meeting, bus tours, and conference destination in Thunder Bay Ontario. Offering over 9,000 sq feet of event space with six beautifully finished banquet rooms that feature large windows with natural light, audio-visual equipment onsite and complimentary high-speed Wi-Fi.

Onsite you will enjoy other amenities such as the Cliffhanger Restaurant & Bar which has exquisite food choices, an indoor Pool, Sauna, Whirlpool, and a Full-Scale Fitness Centre, all within the hotel. There is plenty of complimentary parking space for Coaches.

The convenient location and professional staff together will create the ideal place to host your small or large event.



Nor'Wester Hotel & Conference Centre

2080 Hwy #61, Thunder Bay, ON P7J1B8
1 (888) 473-2378 (807) 473-9123
bwplusnorwester.com

Each Best Western hotel is independently owned and operated.

Group Accommodation Contract

CONTRACT INFORMATION

Group Name: Nishnawbe Aski Legal Services

Address: 37 Front Street, PO Box 546
Sioux Lookout Ontario P8T 1A8

Contract Date: 11/24/2022

Contact: Gillian Shaible
Phone Number: (807) 738-5564
Fax Number:
Email: gschaible@nanlegal.on.ca

ACCOMMODATION DETAILS

Group Code: 1875-1
Arrival: 12/01/2022
Departure:
Release Date:

ROOM DESCRIPTION

CODE	DESCRIPTION
BIZQS	Business Room - 1 Queen Bed, 2nd Floor, Sofa bed, Work Desk, Microwave
BIZKING	Business Room - 1 King Bed, Chair, Work Desk, Microwave
DD	Spacious Standard - 2 Double Beds
QQ	Spacious Standard - 2 Queen Beds, 2nd Floor
DDPF	Spacious Standard - 2 Double Beds, Pet (Canine) Friendly, Ground Floor
HAND	Accessible Room - 1 Queen Bed, Chair, Work Desk, Microwave, Ground Floor
Q	Spacious Standard - 1 Queen Bed
SDDS	2 Room Suite - 2 Double Beds with separate Living Room Sofa bed, Wet Bar, Microwave
SKS	Deluxe Suite - 1 King Bed with spacious living quarters, Sofa bed, Wet Bar, Microwave
SKFPS	Fireplace Suite - 1 King Bed with spacious living quarters, Sofa bed, Microwave
SKSPA1	Spa Suite - 1 King Bed with separate Living Room, Spa Shower, Fireplace, Wet Bar, Microwave, Ground Floor
SKSPA2	Spa Suite - 1 King Bed with spacious living quarters, Spa Shower, Dining Table, Fireplace, Wet Bar, Microwave, 2 nd Floor
SKJET	2 Room Suite - 1 King Bed with separate Living Room, Jet Tub, Fireplace, Dining Table, Fireplace, Wet Bar, Microwave

BLOCKED FUNCTION SPACE

Nishnawbe Aski Legal Services					
Date	Time	Location	Function	#	Room Rental
Thu, 12/01/2022	8:00am-5:00pm	McKENZIE A	Meeting	10	\$350.00

GUEST ROOM RESERVATION INSTRUCTIONS

Individual/Phone-In Rooming List (Contact/Planner Only)

Arrival Time _____ Individual Check-In Yes No Airport Shuttle Yes No

Depart Time _____ Group Check-In Yes No

Billing Instructions:

ADDITIONAL INFORMATION

To Guarantee the rates quoted, the availability of the sleeping rooms, and other terms of the contract, the following deadlines must be met or the rooms may be released.

- **Sign contract and return by:**
- **Deposit Amount:**
- **Deposit Deadline:**
- **Room Block Cut-off Date:**
- **Room list is due by:**

*Reservations made after the group cut-off date will be honored based on availability. The hotel reserves the right to **cancel your bookings if a signed contract and deposit** are not received by the aforementioned deposit deadline.

TERMS

The following Terms & Conditions and any addendum apply. By signing this contract, you agree to these terms.

The Best Western PLUS Nor'Wester Hotel & Conference Centre hereinafter referred to as "Hotel" is holding guest rooms and/or function space based on this Group Accommodations Contract which details all guest rooms and meeting space reserved for your event/function. **Nishnawbe Aski Legal Services**, hereinafter referred to as Event Organizer/Client. This is considered to be a firm commitment by the Event Organizer/Client and the Hotel, and any increase or decrease to that commitment may result in additional charges by the Hotel.

LIABILITY CLAUSE

It is understood and agreed upon by the parties hereto that the Hotel shall not be liable or responsible in any manner whatsoever for any damages sustained by any party to the Contract or by any other person, firm or Corporation. The Event Organizer/Client agrees and undertakes to indemnify the Hotel against any and all claims and expenses presented by any person, firm or corporation for any loss or damages resulting from:

- a. Hotel being unable to perform the services set out in the Contract as a result of any power outages beyond our control, flood, strikes, labour disputes, accidents, fire, force major or Act of God, or reason beyond its control in whole or in part.
- b. The conduct of any person attending the function. The Event Organizer/Client agrees to reimburse the hotel for any damages done to any part of the hotel premises or equipment which is caused by any person attending the function.
- c. Any activities occurring in the function that are of an illegal nature.

GUEST ROOM

• A block of rooms has been set aside for **Nishnawbe Aski Legal Services**. Event Organizer/Client's block reservations are held for individual reservation or rooming list until the Release Date, this Release Date is identified under **Accommodation Details** of this contract. After set as Release Date, reservations will continue to be accepted based on availability at the time of booking. Event Organizer/Client rates may not be honored on rooms reserved after Release Date. All guest room reservations must be guaranteed for arrival with a credit card, advanced payment or to a direct billing account if established. Check-in time is **2:30 p.m.** and Check-out time is **11:30 a.m.** Guest rooms are **100% smoke free**; In-room smoking cleaning fee is **\$200.00** which will be added to the individual or Event Organizer/Client folio. Guest room rates offered are **before Fees & Taxes**.

GUEST ROOM METHOD OF PAYMENT

Method of payment on individual or Event Organizer/Client guestroom(s) must be made in advanced or at check-in with a credit card to secure all accommodation charges. Guests paying cash with no credit card to secure additional charges/services will be required to leave a \$200.00 deposit above the full payment of the accommodation charges.

GUEST ROOM BLOCK AND DIRECT BILLING

The Hotel has made the commitment to hold a block of Guest Rooms for your event beyond the **release date** therefore, rejecting reservations to other clients. Guest Rooms not fulfilled, except for the following reasons: flood, strikes, labour disputes, accidents, fire, force major or Act of God, the hotel will make every effort to sell those guest rooms not occupied. Guest Rooms not sold will ultimately be the responsibility of the Event Organizer/Client and added to the final folio or bill.

OTHER SERVICES

The Hotel offers complimentary shuttle service from and to the Airport. Limited shuttle service or other destination shuttle services may be arranged for a fee and at least 30 days prior to the group's arrival. Limited shuttle service will depart from the hotel with a common destination for example: Intercity Mall, Silvercity, etc., service will include drop-off and return to hotel at a convenient time.

Baggage handling service is mandatory for Motorcoach groups at a nominal fee.

Wi-Fi is complimentary to all guests and available throughout the Hotel.

The Hotel offers a complimentary Business Centre to all guests.

Fees for Other Services will be disclosed under **Billing Instructions** section of this contract.

SHIPPING & RECEIVING

If it is necessary for you or any of your guests to ship material to the Hotel prior to the event, written permission must be granted prior to shipment. Authorized packages or shipments will be accepted (without charge) 2 days prior to the function date. Please mark clearly and label as follows:

Name of organization, Meeting name & dates, Name of hotel Catering Contact

All arrangements must be made for return of materials prior to departure. The Hotel assumes no responsibility for items left on premises at the end of the event.

BANQUET ROOMS

Function rooms are assigned in accordance with your estimate of the number of persons anticipated. Should your final guarantee decrease or increase, the Hotel reserves the right to change rooms with notification to the Event Organizer/Client. Items are to be removed at the end of each day unless the room is reserved on a 24-hr basis. Setting up and tear down of all decorations are the responsibility of the Event Organizer/Client at the end of the event. The hotel will not be responsible for any missing or damaged decorations, or wedding cake components. Smoking is not permitted anywhere in the hotel. A room rental charge is applied to all rooms used for meetings, exhibits and other purposes as described in the **Block Function Space**.

FOOD AND BEVERAGE CONSTRAINTS

All food and beverage arrangements must be made through the Hotel. The Hotel does not allow any outside food or beverage items to be brought to any conference rooms for consumption. The Hotel specifically **prohibits the removal of food** from any conference room by the Event Organizer/Client, or any guests or invitees. Any exception to this rule will be made at the discretion of the Hotel management only; in such cases, the Hotel is **not responsible** for any liability resulting from the transportation, refrigeration or preparation of said food once it leaves the Hotel premises.

AUDIO-VISUAL EQUIPMENT

The Catering Office will arrange for rental of audio-visual equipment, required for meetings or program activities. Please place your audio-visual order with the Catering Office a minimum of 96 hours prior to your scheduled function.

SOCAN FEE AND RE-SOUND FEE

Government regulated Socan and Re-Sound Fees will be applied to any function having either live or taped music (DJ service).

MENU SELECTIONS-GUARANTEES

Dinner menu selections from the Catering Guide are limited to one entrée plus vegetarian meals. Special meal requirements will be charged at an additional 25% of the original price per person (example: gluten free, celiac meals, or allergy meals that require special handling). Menu items may contain nuts or nut by-products. The Hotel cannot guarantee 100% nut-free environment. Please advise your Catering representative of any allergy concerns or special dietary restrictions. Menu selections must be submitted to the catering office **three weeks** in advance so items can be guaranteed. The Catering Office must be notified with a guaranteed number of people **7-days prior to the function date**. The Hotel will set 5% above the guarantee. All charges will be based upon the guarantee or the actual number of guests served, whichever is greater.

PRICING

The Hotel will only guarantee prices **90 days** prior to the function date, (excluding alcohol which could change without notice). Children 10 years and under receive a reduced menu price of ½ off dinner buffets, children under the age of 5 eat free. All food and beverage prices are plus gratuities 15% and HST 13%.

ALCOHOL SERVICE

The Alcohol and Gaming Commission of Ontario governs all functions. The hotel reserves the right to refuse any sale of alcoholic beverages at any time to anyone.

STATUTORY HOLIDAYS

An additional **\$5.00 per person** will be charged for events held on **statutory holidays**.

BAR SERVICE

With a minimum consumption of less than \$500.00 net per bar, the charge per bartender will be \$20.00 per hour (minimum of 4 hours) and \$25.00 per hour on statutory holidays (minimum 4 hours) – time and a half over 8 hours. Ontario Liquor Laws will not permit service of alcoholic beverages before 11:00 a.m. and after 1:00 a.m.

The hotel does not assume any responsibility for Toonie Bars, Toonie Bars are the responsibility of the Client. All entertainment should cease at 1:00 a.m. in order to clear the function room by 1:30 a.m.

DEPOSITS-PAYMENTS

All deposits are non-refundable. A signed contract and a deposit of _ will be required by to confirm and guarantee all space for **Nishnawbe Aski Legal Services**. This deposit will be used towards the final statement or invoice. The full anticipated cost (food/bar) is due three weeks prior to the event, unless arrangements have been made for direct billing. Any additional charges accumulated the day of your function are to be settled at the completion. Any monies owing to you by the hotel will be credited to your credit card on file. The hotel reserves the right to cancel your bookings if a signed contract and a deposit are not received by . Approved commercial accounts are due upon receipt of invoice. Deposits are non-transferable.

CANCELLATION POLICY:

Upon our receipt of this signed Contract, the arrangements as outlined will be protected on a definite basis. In the event that the entire meeting/program/conference is cancelled, the following cancellation schedule will apply:

At or less than one (1) month prior to arrival date:

100% of estimated guest room revenue and/or banquet room revenue if any.

If cancellation of this booking becomes necessary, to avoid forfeiture of any deposits paid or payment of penalties, the hotel must receive written notification no later than the above cancellation schedule.

PUBLICATION OR PROMOTION OF BEST WESTERN PLUS NOR'WESTER HOTEL & CONFERENCE CENTRE

Any and all publications, promotions, website listing, information, and/or reference using the Hotel name must be reflected as **"Best Western PLUS Nor'Wester Hotel & Conference Centre"**. Hotel name may not be abbreviated or listed in any other way except as stated above.

TERMINATION CLAUSE

The Contract is subject to termination for cause without liability to the terminating party under any of the following conditions.

The party's performance under this contract is subject to acts of God, war, government regulation, civil disorder, terrorism, disaster, strikes, or any other emergency beyond the party's control, making it inadvisable, illegal or which materially affects a party's ability to perform its obligations under this contract. Either party may terminate this contract for any one or more of such reasons upon written notice to the other party within three (3) days of such occurrence or receipt of notice of any of the above-mentioned occurrences. In the event that either party shall make a voluntary or involuntary assignments for the benefit of creditors or enter into bankruptcy proceedings, become insolvent or subject to foreclosure, or take any other action for the benefit of creditors or relief of debtors prior to the date of the Event Organizer/Client's meeting, the other party shall have the right to cancel this contract without liability upon written notice to the other.

INDEMNIFICATION AND HOLD HARMLESS

The Hotel and the Event Organizer/Client each agree to defend, indemnify and hold harmless the other party's owner, and their respective employees and against from and against all claims, actions or causes of action, liabilities, 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 Event Organizer/Client pursuant to the performance of each party's obligations hereunder.

The Hotel and the Event Organizer/Client each agree to defend, indemnify and hold harmless the other party for any claim, action, and cause of action and liabilities which may be asserted by third parties arising out of the performance of either party's obligation to this contract, except for the willful misconduct or gross negligence of the other party. The Event Organizer/Client agrees it will furnish the Hotel a list of any auxiliary aids needed in any meeting rooms or the function space by its attendees. Should such auxiliary aids be required, the Event Organizer/Client shall pay all charges associated with the acquisition, rental or provision of each aids. When signed by representatives of both parties, this contract, which includes the Group Accommodations Contract, and the Hotel policies and procedures which are incorporated by reference, will constitute a binding agreement between the Event Organizer/Client and the Hotel.

By the Event Organizer/Client Authorized Representative

Date of Arrival or Event: 12/01/2022

Name of Function: Nishnawbe Aski Legal Services

Contact Name Gillian Shaible

Signature: Gillian Schaible

Date Signed: jNov 25, 2022

By the Hotel's Authorized Representative

Sales Rep Cathy Venasky

Signature: _____

Date Signed: _____