

# Gateway Casinos & Entertainment Limited (“Gateway” or “we”)

## Food Truck Booking Terms and Conditions

By submitting a booking request form on our website, you agree to be bound by these terms and conditions, as they may be amended from time to time (“Terms”) with respect to the event described in your booking request form (the “Event”).

### Details of Event

Subject to these Terms, Gateway will provide the Match on the Move Food Truck (the “Food Truck”), together with Gateway personnel, to provide catering services to you at the location (the “Location”) and on date and time indicated in your booking request form, in consideration for payment by you of the applicable rental fees described below plus all other amounts owing by you in accordance with these Terms.

### Booking Confirmation & Deposit

- The booking of the Event will be considered confirmed once one of our “On the Move” managers has contacted you to confirm the details of the Event and you have paid the deposit of \$500.00 (the “Deposit”). The Deposit shall be credited toward your final balance for the Event (as described under the heading “Fees” below).
- Prior to our receipt of the Deposit, we may make the Food Truck available to others and cannot guarantee that the Food Truck will be available for the Event on the date and time requested by you.
- All event bookings will be confirmed by us on a first come, first served basis, without exception.

### Fees

- If requested by one of our “On the Move” managers, you will provide a list of persons who are authorized by you to bill charges to your account in connection with the Event.
- We will provide you with a final summary of all amounts owing by you upon completion of the Event (based on the actual number of guests served at the Event and any applicable additional fees (as described below)), subject to a minimum guaranteed spend amount of \$1,250.00 (including the Deposit). Any unpaid amounts will be paid by you in full immediately upon receiving the final summary of amounts owing.
- Should you require the Food Truck to cater the Event beyond the time period specified in your booking request form, we reserve the right to charge amounts for additional labour costs on an hourly basis (at our then-current labour rates). In addition to the foregoing, we reserve the right to charge an additional fee on a per-km basis at a rate of \$50 per hour travel time, with a minimum of one hour, where the Location is located more than 30 km from the base of operations of the Food Truck (i.e. Langley, BC or London, ON, as applicable). Any such additional amounts will be added to the final summary which we will provide you upon completion of the Event.
- All amounts referred to in these Terms are subject to applicable taxes and gratuities (as set forth under the heading “Food & Beverage” below).

### Cancellation Policy

- You may cancel the booking for the Event up to seven (7) days prior to the date of the Event, in which case we will refund the full amount of the Deposit to you. If you cancel the booking for the Event less than seven (7) days prior to the date of the Event, we reserve the right to retain the full amount of the Deposit.

### Intellectual Property/Branding

- Any proposed use by you of the name and/or logo of Gateway or any of Gateway’s other logos, designs or registered or unregistered trade-marks or trade names (including, without limitation, “Match Eatery & Public House” and “Match on the Move”) must be submitted and approved by Gateway prior to doing so.
- You may not affix any signage to the Food Truck or otherwise make any alterations to the Food Truck without our prior written approval.

### Food & Beverage



- Unless otherwise directed by one of our “On the Move” managers, menu selection must be submitted to our Sales Office at the time the Deposit is paid.
- All food and beverage services are subject to our standard gratuity charge of 18% and applicable taxes.
- Catering packages are subject to change of menus and pricing. We will always send out our most current package to you in advance of the Event.

### **Conduct at Events**

- You undertake to obtain all required licenses, consents, approvals and permits necessary to conduct the Event and to enable the Food Truck to enter and park at each Location and provide catering services thereon during the Event (excluding, for greater certainty, any permits which Gateway is required to obtain to carry out its food truck business generally) and will comply with all such licenses, consents, approvals and permits and all statutes, laws and regulations which are applicable to the Event. You acknowledge and agree that Gateway personnel are required to observe and comply with all applicable Gateway policies and that Gateway personnel may refuse to provide any service or otherwise engage in any action which could be in violation of such Gateway policies.

### **Force Majeure**

- Except as otherwise expressly provided in these Terms, we shall not be liable for any breach of these Terms or any delay or failure of performance of any of our obligations relating to the Event resulting from any cause beyond our reasonable control, including but not limited to the weather, disease outbreaks or other public health incidents (including, for greater certainty, the COVID-19 pandemic), power outages, unforeseen equipment failures, bomb threats, strikes or labor disputes, war, terrorist acts, riots or civil disturbances, changes in government regulations (including, for greater certainty, any laws, regulations, orders, policies or directives related to COVID-19), acts of civil or military authorities (including, for greater certainty, any acts relating to the COVID-19 pandemic), or acts of God.
- If we are unable to continue with the Event booking as a result of any of such cause, we will have the right to terminate the Event booking and our sole liability to you in such event will be limited to return of the Deposit (to the extent received by us).

### **Gambling**

- The Food Truck is not permitted to operate in any Location where gambling is occurring.

### **Limitation of Liability**

- We shall not be liable to you or your invitees for any indirect, special, punitive or consequential damages whatsoever in relation to the booking and/or use of the Food Truck.
- Our aggregate liability to you in connection with any breach by us of these Terms or otherwise arising in any way in relation to the booking and/or use of the Food Truck is limited to the total amount actually paid by you to us for the Event (including the Deposit).
- Except as expressly set forth herein, we do not make, and hereby expressly and specifically disclaim, any representations or warranties express or implied regarding the goods and services contemplated by these Terms, including any implied warranty or merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance.

### **Access & Parking**

- You agree to provide us with sufficient access to enable the Food Truck to enter and exit the Location, together with a suitable parking area located on property owned or leased by you to stage the Food Truck (in each case, as determined by us, acting reasonably). You are solely responsible for obtaining any consents, permits or other approvals which may be necessary to enable the Food Truck to park at the Location. You acknowledge and agree that we cannot park the Food Truck on public streets during the Event.

### **Loss and Damage**

- We will not be responsible for any loss or damage, however caused, to, without limitation, any goods, materials, personal belongings and business equipment at the Location, except to the extent caused by our gross

negligence or willful misconduct. Further, you agree to waive any and all claims you or your guests may have against us for any personal injury, death, loss, damages or claims suffered by you, your guests or other users of the Location in connection with the services provided by us in relation to the Event and/or the presence of the Food Truck at the Location, except to the extent caused by our gross negligence or willful misconduct.

- You will take commercially reasonable steps to prevent damage to the Food Truck while it is at the Location, including damage by any person or persons attending the Event.

#### **Indemnity**

- You shall indemnify, defend and hold us and our officers, directors, employees, contractors, agents, affiliates, subsidiaries, successors and assigns (the “**Gateway Parties**”) harmless from and against any and all losses, liabilities, costs, expenses, claims, suits, actions, fees (including reasonable legal fees), fines, orders, penalties and assessments which may be suffered or incurred by any of the Gateway Parties as a result of, in connection with, or in any way associated with, the Event, the use of the Food Truck or the failure of you or any other person attending the Event to observe, perform or comply with its, his or her obligations under these Terms.

#### **Assignment**

- You shall not assign any of your rights or obligations under or in respect of the Event or these Terms either voluntarily, involuntarily or by operation of law.

#### **Governing Law**

- These Terms will be construed in accordance with the laws of the Province of British Columbia.

#### **Miscellaneous**

- Your booking request form, together with these Terms, constitute the entire agreement between us with respect to the subject matter hereof and supersedes all prior agreements, proposals, representations, warranties and all other communications between the parties relating to the Event booking. No modifications to these Terms will be binding unless executed in writing by us. No waiver of any provision of these Terms shall be construed as a waiver of any other provision hereof nor shall such a waiver be construed as a continuing waiver. If any clause or provision of these Terms is declared invalid or unenforceable, the remainder of these Terms will remain in full force and effect. Subject to the limitations hereinbefore expressed, these Terms will enure to the benefit of and be binding upon the parties and their respective successors and assigns.