



TOBEN

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| Date | Time | Event Type | Guests |
|-----------|-------------------|------------|--------|
| 3/11/2023 | 5:00 pm – 1:00 am | Dinner | 100 |

Event: GRACE x TOBEN Sample Menu- 100 Guests

Saturday, March 11, 2023 - Sunday, March 12, 2023

Address: 150 Symes Rd Unit #130

Location: GRACE Venue

Tentative Event Schedule

Notes

Saturday, March 11, 2023

2:00pm – Event manager, Supervisor & First group of wait staff arrive on site

4:00pm – Culinary staff to begin event prep

4:15pm - Second group of wait staff, Security and Washroom Attendant arrive on site

5:00pm – Guests to arrive | Bar to open | Hors d'oeuvres to circulate

6:00pm – Guests are invited to take their seats for dinner | Bar to close | Wine service begins

6:30pm – First course is served

7:15pm – Second course is served

8:00pm – Third course is served | Coffee and tea are served tableside | Bar reopens

9:30pm - First group of wait Staff to depart

1:00am – Event to conclude | Guests to depart | Wait staff to clean

1:30am- Security and Washroom Attendant depart

2:00am – Final group of wait staff to depart

Saturday, March 11, 2023

-This Proposal is based on a sample menu and timeline

-All menu items and prices are subject to change based on the season and market value

-Catering to be provided exclusively by TOBEN

-Use of GRACE wireless mic & in-house sound system available for client use

-Menu to service as dinner

-GRACE to provide alcohol (wine, beer & standard liquor) and soft beverage (pop, juice, water, bar garnish)

-GRACE/TOBEN to provide all rentals for food & beverage service

-GRACE/TOBEN may provide additional furniture rentals (cruiser tables, plexi bars, plexi food stations)

-TOBEN to provide wait staff & bartenders | Coat check staff available on request

Allergies/Menu Restrictions

Saturday, March 11, 2023

-No known Allergies or Dietary Restrictions

-Vegetarian/Gluten Free/Vegan options to be included in the menu

**Kindly note while we offer many gluten free items, we are not a gluten-free kitchen. As such we are not able to guarantee or accept liability due to cross-contamination with ingredients containing gluten or similarly with allergens such as nuts, eggs, dairy, soy and shellfish. We ask that you discuss specific allergies with your Event Manager in planning so we may assist in mitigating the risk to the best of our ability.*

Menu

Saturday, March 11, 2023

5:00 PM - 1:00 AM

Qty

Price

Total

Passed Hors D'oeuvres

**Please select up to six of the following:*

Vegetarian

Wild Mushroom Risotto Cakes
with Lemon Garlic Aioli and Fresh Chive

Truffled Mac 'n Cheese
Gruyere, Aged White Cheddar, Grana Padano, White Truffle Oil and Herbed Bread Crumbs served in Mini Espresso Cups

Aged White Cheddar Grilled Cheese
with Smoked Tomato Jam

Pimento Grilled Cheese
Braised Collard Greens, Country Sourdough

Parmesan Crisps
*with Apple-Fig Preserve & Lemon Ricotta (*Gluten Free)*

Parmesan Crisps
*with Avocado-Tomato Salsa and Coriander Cress (*Gluten Free)*

Crispy Sweet Potato Fries
*with Spicy Mayo served in Bamboo Cones (*Gluten Free/Requires Deep Fryer)*

Classic Russet Potato Frites

*with Fresh Thyme, Rosemary, Parsley & Sea Salt served with Roasted Garlic Aioli in Bamboo Cones (*Gluten Free/Requires Deep Fryer)*

**Optional: Add Parmesan & White Truffle Oil*

Wild Mushroom "Toast"

*Sourdough Crostini, Truffled Mushroom Miso Duxelle, Roasted Maitakes, Watercress, Pickled Mustard Seed, Sherry Vinaigrette (*Vegan)*

Baba Ghanoush "Toast"

*Charred Eggplant-Tahini Spread, Spiced Beets, Za'tar Spice, Pomegranate, House Molasses Bread Crisp, Mint Cress (*Vegan)*

Beyond Meat Burger

*Beyond Meat Patty, Avocado Smash, Fresh Tomato, House BBQ Sauce, Iceberg Lettuce, Pickled Red Onion, House Vegan Slider Bun (*Vegan)*

"Toben's" Poutine

*Crispy Russet Frites with Cheese Curds, Red Wine-Mushroom Gravy served in Chinese Take-out Containers (*Requires Deep Fryer)*

Mini Crispy Falafel Croquette

*Cucumber-Tomato-Parsley Quinoa Taboulleh, Beet-Pickled Turnip, Chickpea Hummus (*Vegan/Gluten Free)*

Artisan Flatbread "Margherita" Pizza

with Fior de Latte, Mozzarella, Grana Padano, Fresh Basil and San Marzano Tomatoes

Artisan Flatbread

with Heirloom Tomato Oven Roasted Tomato, Caramelized Onion, Basil Pesto, Balsamic Reduction, Goat Cheese, Arugula

Artisan Flatbread "Truffled Wild Mushroom"

with Sautéed Mushrooms, Truffled San Marzano Tomato Sauce, Mozzarella, Pecorino Romano and Grana Padano, Parsley Chiffonade

Cambazola, Red Wine Poached Pear & Honey Tartlet

*Crispy Phyllo, Walnut Crumble (*Contains Nuts)*

Heirloom Tomato-Goat Cheese Tartlet

*Crispy Phyllo, Roasted Pistachio Crumble, Purple Basil Cress (*Contains Nuts)*

Bangkok Fresh Roll

*Thai Basil, Coriander, Mint, Nori, Cucumber, Carrot, Mango, Avocado, Daikon, Rice Noodles, Pickled Ginger, Ume Dipping Sauce (*Vegan/Gluten Free)*

Vegetable Spring Roll
*Carrots, Taro, Mung Bean Noodles, Tofu, Shiitake & Wood ear Mushrooms,
Roasted Plum Dipping Sauce (*Vegan) (*

Peking Style Mushroom Steam Buns
with Quick Pickled Cucumber, Radish, Hoisin-Chili Glaze, Fresh Scallion

Miso-Glazed Japanese Eggplant
*served on a Sushi Rice Cake with Heirloom Radish-Fennel Slaw (*Dairy Free)*

Korean Fried Cauliflower
*Watermelon Radish-Cucumber-Scallion Slaw, Gochujang Glaze, Toasted
Sesame Seeds (*Vegan)*

Chili Roasted Sweet Potato Tostada
*Jalapeno-Corn Relish, Guacamole, Crispy Blue Corn Tortilla, Cilantro
Cress (*Vegan/Gluten Free)*

Meat

Artisan Flatbread Pizza
*with House Pepperoni, Mozzarella, Grana Padano, White Truffle Oil, Fresh
Basil, San Marzano Tomatoes*

‘Meat Lovers’ Artisan Flatbread
*with House Guanciale, House Sopressata, House Capicola, Fior di Latte,
Fresh Basil, San Marzano Tomatoes, Pickled Chili*

Artisan Flatbread
*with Cabernet Poached Fig, Lamb Sausage, Caramelized Onion, Basil Pesto,
Balsamic Reduction, Mozzarella and Gorgonzola Cheese, Arugula*

“Toben’s Ultimate” Black Angus Beef Slider
*Caramelized Onions, Sautéed Mushrooms, Tomato, Roasted Garlic Aioli,
House Grainy Mustard, Aged Cheddar on a House Sesame Milk Bun*

Country Ham Biscuit *Open Faced
*Buttermilk-Chive Biscuit, Apple-Pickled Fennel Salad, Wildflower Honey
Dijonaise*

Spicy Southern Fried Chicken Slider
*Creamy Apple-Fennel-Cabbage Carrot Slaw, Truffle Honey, Pickled Jalapeno,
Garlic Aioli, Herbed House Milk Bun*

Smoked Brisket Sliders

with Creamy Apple-Fennel-Cabbage -Carrot Slaw, House BBQ Sauce, Herbed House Milk Bun

BBQ-Buttermilk Fried Chicken & Waffles
Spiced Maple Syrup, Seasonal Pickle, Fresh Herbs

Rosemary-Thyme-Dijon Crusted New Zealand Lamb Chop
*with Red Wine Bordelaise and Chili-Mint Chutney (*Gluten Free)*

Mini Gourmet Hot Dogs
House Chicken Sausage, Fennel-Pepper Relish, House Grainy Mustard, House Sesame Milk Bun

Beef Tenderloin Tartare
*Toasted Nori, Miso Vinaigrette, Truffle Aioli, Togarashi, Puffed Wild Rice, Pickled Red Onion, Mustard Seed (*Dairy Free)*

Argentinian Chimichurri Grilled Beef Tenderloin
*with Roasted Pepper-Romesco Sauce (*Gluten Free/Dairy Free)*

BBQ Braised Beef Short Rib
Served on a Cornmeal Croquette with House BBQ sauce, Creamy Heirloom Carrot-Purple Cabbage Slaw

Artisan House Smoked Chicken Sausage
*Served on a House Apple Crisp with Pickled Red Cabbage and House Grainy-Dijon Mustard (*Gluten Free/Dairy Free)*

Jerk Roasted Chicken Breast
*Served on a Plantain Chip with Mango-Ginger Chutney (*Gluten Free/Dairy Free)*

Peking Duck Steam Bun
with 5 Spiced Duck Confit, Pickled Cucumber, Radish, Soy-Chili Glaze, Fresh Scallions, House Made Steam Bun

Pork Belly Steam Bun
with Pickled Cucumber, Radish, Soy-Chili Glaze, Fresh Scallions, House Made Steam Bun

Kung Pao Chicken
*Mango-Cucumber-Cabbage Slaw, Red Vinegar-Palm Sugar Glaze, Toasted Sesame Seeds served in a Mini Wood Boat (*Contains Oyster Sauce)*

Ancho Braised Chicken Taco
*Chipotle Mole, Pickled Red Onion, Queso Fresco, Radish, Lime Crema, House Guacamole (*Gluten Free)*

Ancho Braised Beef Taco
*Pickled Orange Carrot-Radish-Purple Cabbage Slaw, Guajillo Vinaigrette,
Avocado-Pico de Gallo, Lime Crema
(*Gluten Free)*

Pork Carnitas Taco
*Grilled Pineapple-Scallion Salsa, Lime Crema, Pickled Cabbage, Pickled
Jalapeno, Peanuts, Chipotle Mole (*Contains Nuts/Gluten Free/Dairy Free)*

Seafood

Tequila-Lime Jumbo Shrimp
*with Pineapple Relish and House Chorizo (*Gluten Free/Dairy Free)*

Ginger-Lemongrass Shrimp
*Compressed Pineapple, Szechuan Peppercorn Salt, Wasabi Aioli (*Gluten
Free/Dairy Free)*

Old Bay Poached Shrimp
*Smoked Onion Creme Fraiche, Compressed Cucumber, Dill (*Gluten Free)*

Tempura Fried Jumbo Shrimp
Nori, House Made Ponzu Dipping Sauce

Tuna Ceviche Taco
*Guajillo Chili Vinaigrette, Coconut Cream, Cucumber, Tomato, Jicama,
Guacamole, Lime and Micro Cilantro (*Gluten Free/Dairy Free)*

4 Spice Seared Tuna
*on a Taro Root Chip with Mango-Mint Salsa, Avocado and Wasabi Aioli
(*Gluten Free/Dairy Free)*

Seared Yellowfin Tuna Tostada
*Guacamole, Salsa Macha, Lima Crema, Sesame, Crispy Blue Corn Tortilla,
Cilantro Cress (*Gluten Free)*

Ahi Tuna Tataki Cones
*with Avocado Mousse, Pickled Ginger, Chives, Daikon Radish, Toasted
Sesame and Wasabi-Soy Vinaigrette*

Miso-Mustard Torched Salmon
*served on a Taro Root Chip with Miso Dressed Edamame Bean-Sesame
Relish, Crispy Shallots, Cucumber-Radish Slaw (*Gluten Free/Dairy Free)*

East Coast Lobster Spoon

*Edamame Salad, Ponzu Sauce, Nori, Toasted Sesame, Pickled Jalapeno, Scallions, Crispy Shallots, Pea Tendril (*Gluten Free/Dairy Free)*

*Miso Black Cod
Served on a Crispy Sushi Rice Cake with Yellow Carrot-Radish-Fennel Slaw (*Dairy Free)*

*House Beet-Cured Salmon
Served on a Rye Blini with Chive Crème Fraîche, Roasted Red-Pepper Scallion Compote, Fresh Dill*

*Chipotle Roasted Fish Taco
Pickled Red Cabbage, Apple-Radish Slaw, Guacamole, Lime Crema, Cilantro Cress (*Gluten Free)*

*East Coast Lobster Roll
East Coast Lobster, Tarragon, Celery Heart, Chives, Apple, Old Bay Mayo, Potato" Snow", House Milk Bun*

*Lobster Grilled Cheese
Gruyere, Aged White Cheddar, Mozzarella, Tarragon, Lemon Zest and Smoked Tomato Jam*

*Pan Roasted Diver Scallops
with House Pancetta, Carrot-Ginger Puree, Red Sorrel Cress served on a Wonton Soup Spoon (*Gluten Free)*

| | | | |
|-----|---|---------|------------|
| 100 | \$15-\$20/person (~4-5 pieces per person) <i>*Final price dependent upon menu selections</i> | \$15.00 | \$1,500.00 |
|-----|---|---------|------------|

Plated Dinner

| | | | |
|-----|---|--------|----------|
| 100 | HOME MADE BREADS & FLATBREADS <i>Sourdough, Molasses Bread, Rosemary Flatbreads, Whipped Butter & Maldon Salt, Chickpea-Tahini Dip (*Vegan)</i> | \$3.50 | \$350.00 |
|-----|---|--------|----------|

Salads

Sample Menu- Will be curated based on seasonality

**Please select one of the following:*

| | | |
|-----|--|---------|
| 100 | Farmer's Market Greens <i>Kale, Arugula, Radicchio, Frisee, Heirloom Cherry Tomato, Cucumber, Avocado Puree, Pickled Red Onion, Radish, Shaved Heirloom Carrots, Pumpkin Seeds, Honey-White Wine Vinaigrette (*Gluten Free/Dairy Free)</i> | \$11.00 |
|-----|--|---------|

| | | | |
|-----|---|---------|------------|
| 100 | Kale Caesar <i>Kale, Radicchio, Romaine Hearts, Heirloom Cherry Tomato Confit, Grana Padano, House Sourdough Croutons, Roasted Garlic Caesar Vinaigrette, Parmesan Tuile</i> | \$11.00 | \$1,100.00 |
| | Compressed Watermelon <i>Cucumber, Wild Arugula, Frisee, Fennel, Crispy Shallots, Jalapenos, Toasted Almonds, Chevre, Mint, Cider-Dijon Vinaigrette (*Contains Nuts/Gluten Free)</i> | \$14.00 | |
| | Late Harvest Stone Fruit Salad <i>Cucumber Ribbon, Celery Heart, Baby Gem, Puffed Farro, Lacinato Kale, Herbed Ricotta, Puffed Wild Rice, Miso-Sesame Vinaigrette</i> | \$14.00 | |
| | Ontario Vegetable Panzanella 'Chop' <i>Local Cucumbers, Heirloom Tomatoes, Squash, Fennel, Celery, Radish, House Sourdough Croutons, Parsley, Basil Charred Lemon Vinaigrette (*Dairy Free)</i> | \$14.00 | |
| | Heirloom Tomatoes <i>Pickled Shallots, Basil Puree, Fior di Latte, Pickled Strawberries, Aged Balsamic Glaze, Fleur de Sel, Basil Cress (*Gluten Free)</i> | \$15.00 | |
| | Shanghai "18 Ingredient Vegetable Slaw" <i>Crispy Rice Noodles, Vegetable Slaw, Peanuts, Pickled Ginger, Sesame Seeds, Taro, Crispy Shallots, Ume Plum-Ginger Vinaigrette, Edible Flowers, Microherbs (*Contains Nuts/Gluten Free/Vegan)</i> | \$15.00 | |
| | Cabernet Poached Pear <i>Kale, Arugula, Radicchio, Frisee, Fennel, Celery Heart, Candied Walnuts, Goat Cheese, Radish, Cider-Grainy Mustard Vinaigrette (*Gluten Free/Contains Nuts)</i> | \$14.00 | |
| | Roasted Baby Beet Salad <i>Sumac-Tahini Yogurt, Fennel, Winter Citrus, Radish, Cucumber, Watercress, Spiced Pistachio Crumble (*Gluten Free/Contains Nuts)</i> | \$14.00 | |

Main Course

**Preselected via RSVP*

**Please select one of the following:*

Poultry

| | | | |
|----|---|---------|------------|
| 70 | Crispy Chicken 'Cotoletto' <i>Truffled Corn Puree, Roasted & Fresh Heirloom Tomatoes, Sugar Snap Pea</i> | \$29.00 | \$2,030.00 |
|----|---|---------|------------|

Salad, White Truffle Vinaigrette

Harissa-Honey Glazed Chicken Supreme \$30.00
Warm Beluga Lentil-Barley Pilaf, Caramelized Cauliflower, Wax Beans, Heirloom Carrots, Soft Herbs, Sumac Labneh, Green Zhug, Micro Herb Salad

Herb & Lemon Roasted Chicken Supreme \$32.00
Ontario Pea Puree, Truffled Wild Mushroom-Seasonal Greens Brown Butter Gnocchi, Pea Tendril-Pickled Pearl Onion Salad, Madeira Chicken Jus

Gochujang-Honey Glazed Chicken Supreme (OR Muscovy Duck Breast)
*Duck Confit-Shiitake Mushroom-Kimchi Fried Rice, Radish-Pickled Kohlrabi Salad, Scallions & Toasted Sesame Seeds (*Contains Oyster Sauce)*

Chicken Supreme \$30.00
Muscovy Duck Breast \$32.00

Beef

Cabernet Braised Beef Short Rib \$37.00
*Truffled Pommes Puree, Crispy Maitake Mushrooms, Heirloom Carrot-Haricots Vert Salad, Bordelaise Sauce (*Gluten Free)*

Sous Vide Beef Tenderloin \$42.00
*Truffled Pommes Puree, Crispy Maitake Mushrooms, Heirloom Carrot-Haricots Vert Salad, Bordelaise Sauce (*Gluten Free)*

**Optional Add On (Short Rib or Tenderloin): 3 Pcs Jumbo Shrimp Scampi with Garlic-Pernod Compound Butter (*Gluten Free)* \$9.00

Fish/Seafood

**Please select one of the following:*

20 Everything Spice-Mustard Roasted Salmon \$32.00 \$640.00
*Cauliflower Puree, Brown Butter Haricot Verts, Green Goddess, Potato "Snow", Radish-Celery Heart-Fennel Salad (*Gluten Free)*

Miso Glazed Salmon \$34.00
*Dashi Broth, Tamari Grilled Eggplant, Crispy Sushi Rice, Umami Roasted Heirloom Tomatoes, Watermelon Radish-Pickled Kohlrabi Salad, Shiso Cress (*Dairy Free/Gluten Free)*

Chermoula Grilled Branzino \$34.00
*Cauliflower Puree, Brown Butter Haricot Verts, Green Goddess, Potato Snow, Radish-Celery Heart-Fennel Salad (*Gluten Free)*

Crispy Northern Thai Branzino \$35.00
*Long Stem Spinach-Oyster Mushroom Jasmine Rice, Yellow Curry Sauces,
 Purple Basil-Coriander-Mint Seedling Salad, Edible Flowers, Crispy Shallots
 (*Dairy Free/Contains Oyster Sauce)*

Lobster & Jumbo Shrimp Gnocchi A L'Americaine \$42.00
*East Coast Scotia Lobster, Jumbo Shrimp, Greens, Roasted Heirloom
 Tomatoes, Soft Herbs, Sauce Americaine, Fennel-Chive Salad*

***Optional Add On:** 3.5oz Petit Beef Tenderloin **(*Gluten Free)** \$22.00

Vegetarian

**Please select one of the following:*

Roasted Sweet Potato "Steak" \$28.00
*Cauliflower Puree, Toasted Barley 'Verde', Crispy Maitake Mushrooms,
 Cauliflower Puree, Heirloom Carrot-Haricots Vert Salad, Green Goddess*

Grilled Eggplant 'Scottadito' \$28.00
*Warm Beluga Lentil-Barley Pilaf, Caramelized Cauliflower, Wax Beans,
 Heirloom Carrots, Cauliflower Puree, Roasted Heirloom Cherry Tomato,
 Sunflower Seed Dukkah, Pickled Chili, Tahini Vinaigrette, Micro Herb Salad
 (*Vegan)*

10 Korean Fried Cauliflower \$26.00 \$260.00
*Kimchi-Shitake Mushroom-Spinach Fried Rice, Crispy Tofu, Shaved
 Cucumber-Watermelon Radish Salad, Scallions, Toasted Sesame Seeds,
 Crispy Garlic (*Vegan)*

Plated Desserts

**Please select one of the following:*

100 Tarte Au Chocolat \$12.00 \$1,200.00
*Butter Sable Crust, Milk Chocolate-Caramel Ganache, Dark Chocolate Sea
 Salt Ganache, White Chocolate Mousse, Blood Orange Confit, Candied
 Hazelnut (*Contains Nuts)*

Passion Fruit Panna Cotta \$12.00
*Strawberry Gel, Ice Wine Macerated Strawberries, Caramelized White
 Chocolate-Cashew 'Crumble', Edible Flowers, Mint Cress (*Contains Nuts)*

Cereal Milk Crème Brulee \$12.00

Cinnamon Zeppole, Injectable Wild Blueberry Jam, Macerated Blueberries

Sticky Toffee Pudding \$12.00
*Whiskey-Coffee Caramel Sauce, Vanilla Bean Ice Cream, Shortbread Streusel,
 Malted Banana Pastry Cream, Fresh Blackberries, Mint Cress*

Sun's Lime Cheesecake \$12.00
*Coconut Chantilly Cream, Rum Compressed Pineapple, Sesame-lime
 Meringue 'glass', Mango Fluid Gel, Lemon Balm Seedling*

Flourless Chocolate Cake \$12.00
*Peanut Butter Mousse, Raspberry Gel, Fresh Raspberries, Candied Peanut
 Brittle, Raspberry Sorbet, Sorrel Cress (*Gluten Free/Contains Nuts)*

Wild Blueberry Tart \$13.00
*Lemon Crusted Tart, Blueberry Pastry Cream, Fresh Blueberries, Candied
 Lemon Zest*

Whit's Tiramisu \$12.00
*Coffee-Soaked Lady Fingers, Whipped Mascarpone Cream, Cocoa Dust ,
 Chocolate crumble*

Opera Cake \$12.00
*Coffee Buttercream, Almond Sponge Cake, Chocolate Ganache, Coffee-Syrup
 Pipette (*Contains Nuts)*

Total \$7,080.00

Beverage

Saturday, March 11, 2023

| Qty | | Price | Total |
|-----|--|-------|-------|
|-----|--|-------|-------|

Beverage Options

Grace Beverage Package

| | | | |
|-----|--|---------|------------|
| 100 | | \$50.00 | \$5,000.00 |
|-----|--|---------|------------|

BASIC BEVERAGE PACKAGE

Wine

RED

Choice of one:

Woodbridge by Robert Mondavi Cabernet Sauvignon (California) or
 Henry of Pelham Cabernet Merlot (Ontario)

WHITE

Choice of one:

Cavit Collection Pinot Grigio (Italy) or Cono Sur Chardonnay (Chile)

BEER – DOMESTIC

Choice of two of the following varieties:

Mill Street Organic, Steam Whistle, Creemore & Junction Brewery
Conductor's Craft Ale

**Seasonal varieties available*

Basic Bar Rail

Sky, Crown Royal, Bombay Sapphire, Bacardi, El Jimador Tequila Blanco

WATER

Flat & Sparkling

SODA

Gingerale, Coke, Diet Coke, Tonic, Soda Water

JUICE

Cranberry & Orange Juice

BAR GARNISH

Lemons & Limes

Includes 7 Hours of open bar service & tableside wine service during dinner

Includes all ice & barware

*Alternative options available on request – price subject to change based on
final inclusions*

\$70.00

PREMIUM BEVERAGE PACKAGE

WINE

RED

Choice of one:

*Bread & Butter Cabernet Sauvignon (California)
or Kim Crawford Pinot Noir (New Zealand)*

WHITE

Choice of one:

*Santa Margherita Pinot Grigio (Italy) or
Kim Crawford Sauvignon Blanc (New Zealand)*

BEER – DOMESTIC & IMPORT

Choice of one of the following domestic varieties:

Mill Street Organic, Steam Whistle, Creemore & Junction Brewery

Conductor's Craft Ale

Choice of one of the following import varieties:

Stella, Heineken, Corona & Peroni

PREMIUM BAR RAIL

Grey Goose, Hendrick's, Mount Gay Eclipse, Crown Royal, Casamigos
Tequila Blanco

WATER

Flat & Sparkling

SODA

Gingerale, Coke, Diet Coke, Tonic, Soda Water

JUICE

Cranberry & Orange Juice

BAR GARNISH

Lemons & Limes

Includes 7 Hours of open bar service & tableside wine service during dinner

Includes all ice & barware

*Alternative options available on request – price subject to change based on
final inclusions*

A LA CARTE BEVERAGE SERVICE

GRACE provides the option for client's to be billed per drink on consumption at the end of their event. A minimum of one drink per guest must be purchased prior to the event. A host tab can be set up for the duration of the evening, or cash bar via drink tickets may be provided.

BASIC BEVERAGE

\$10.00

Wine

RED

Choice of one: Woodbridge by Robert Mondavi Cabernet Sauvignon
(California) or
Henry of Pelham Cabernet Merlot (Ontario)

WHITE

Choice of one: Cavit Collection Pinot Grigio (Italy) or
Cono Sur Chardonnay (Chile)

BEER – DOMESTIC

Choice of two of the following varieties:

Mill Street Organic, Steam Whistle, Creemore & Junction Brewery

Conductor's Craft Ale**Seasonal varieties available***Basic Bar Rail***Sky, Crown Royal, Bombay Sapphire, Bacardi, El Jimador Tequila Blanco***PREMIUM BEVERAGE****\$14.00****WINE****RED***Choice of one:**Bread & Butter Cabernet Sauvignon (California) or Kim Crawford Pinot Noir
(New Zealand)***WHITE***Choice of one:**Santa Margherita Pinot Grigio (Italy) or Kim Crawford Sauvignon Blanc (New
Zealand)***BEER – DOMESTIC & IMPORT***Choice of one of the following domestic varieties:**Mill Street Organic, Steam Whistle, Creemore & Junction Brewery
Conductor's Craft Ale**Choice of one of the following import varieties:**Stella, Heineken, Corona & Peroni***PREMIUM BAR RAIL***Grey Goose, Hendrick's, Mount Gay Eclipse, Crown Royal, Casamigos
Tequila Blanco***PROSECCO****\$10.00***Bottega(per glass)***\$15.00****CORKAGE FEE***Client is responsible for providing a Special Occasions Permit, dropping and
picking up all alcohol day of the event & arranging glassware/barware rentals
through their catering Event Manager or rental provider.**Soft beverage package will be required and provided by GRACE.***Soft Beverage Package****\$6.50***Water**Flat & Sparkling**Soda**Gingerale, Coke, Diet Coke, Tonic, Soda Water*

Juice
Cranberry & Orange Juice

Bar Garnish
Lemons & Limes

| | | | |
|-----|--|--------|----------|
| 100 | <u>Coffee & Tea Service</u> | \$4.50 | \$450.00 |
| | Coffee Service (Regular) | | |
| | Propeller Coffee | | |
| | & | | |
| | Assorted Sloane Herbal Teas | | |
| | served with Milk, Cream, Sugar & Splenda | | |
| | *served tableside | | |

Total \$5,450.00

Culinary Staff

Saturday, March 11, 2023

| Qty | | Price | Total |
|-----|--|---------|----------|
| 5 | Head Chef (1 @ 5 hours) | \$50.00 | \$250.00 |
| 10 | Sous Chef (2 @ 5 hours) | \$40.00 | \$400.00 |
| 10 | Line Cook (2 @ 5 hours) | \$35.00 | \$350.00 |
| | *Estimate only - final number of chefs dependent on final guest count & menu selections | | |
| | *Estimate only - final staff hours will be billed following event, changes to timeline may result in additional staffing charges | | |

Total \$1,000.00

Service Staff

Saturday, March 11, 2023

| Qty | | Price | Total |
|-----|--|---------|------------|
| 6 | Event Manager (1 @ 6 hours) | \$45.00 | \$270.00 |
| 11 | Head Waiter (1 @ 11 hours) | \$45.00 | \$495.00 |
| 20 | Bartender (1 @ 11 hours, 1 @ 9 hours) | \$40.00 | \$800.00 |
| 60 | Wait Staff (4 @ 6 hours, 4 @ 9 hours) | \$40.00 | \$2,400.00 |
| 6 | Late Night Travel Subsidy (6 staff) | \$20.00 | \$120.00 |
| | *Estimate only - final number of staff dependent on final guest count, menu selections & event inclusions | | |
| | *Estimate only - final staff hours will be billed following event, changes to timeline may result in additional staffing charges | | |

Total \$4,085.00

Estimated Rentals

Saturday, March 11, 2023

| Qty | | Price | Total |
|-----|--|-------|-------|
|-----|--|-------|-------|

Rentals

| | | | |
|---|-----------------------------------|------------|------------|
| 1 | <u>Plated Meal - Grace</u> | \$4,300.00 | \$4,300.00 |
|---|-----------------------------------|------------|------------|

****Provided by venue:***

Dining tables for up to 120 guests
 Chiavari Chairs up to 120 pieces (*available in a variety of colours and styles*)
 2 x Plexi White Chrome Bars for Beverage Service

****Rentals:***

Gallery Trays
 Hors D'oeuvre Platters
 White China Plateware (**3 Courses*)
 Silver Flatware (**3 Courses, coffee & dips*)
 Table Glassware (**water/wine/coffee cups*)
 Bar Glassware (**wine, rock, stemmed pilsner*)
 Bar Wares (**black ice tubs, ice scoop & buckets, glass water pitchers*)
 Bread Baskets & Dip Bowls
 Basic Linen Napkins (**colour TBD*)
 Basic Table Linens (**colour TBD*)
 Table Coffee Service (**urns, servers, cream jugs, sugar bowls*)

\$4300 - \$4800**Champagne flutes available on request***Estimate only - final rental cost based on final guest count, menu selections, event layout & client preferences***Estimate inclusive of delivery, pickup & rental coordination fee***Total** \$4,300.00

Grace Room Rental

Saturday, March 11, 2023

5:00 PM - 1:00 AM

| Qty | | Price | Total |
|-----|--|-------|-------|
|-----|--|-------|-------|

Grace Venue Rental

| | | | |
|----|---|--------------|------------|
| | Grace's Room Monday to Thursday Rental <i>*8 hour rental</i> | \$2,500.00 | |
| | Grace's Room Friday and Sunday Rental <i>*8 hour rental</i> | \$3,000.00 | |
| 1 | Grace's Room Saturday Rental <i>*8 hour rental</i> | \$3,500.00 | \$3,500.00 |
| | Tasting Lounge - Optional | \$500.00 | |
| | Event Extension <i>Additional hours added to event \$200/hr</i> | \$200.00 | |
| 1 | Venue Cleaning & Garbage Removal Fee | \$500.00 | \$500.00 |
| 11 | Venue Supervisor (1 @ 11 hours) <i>4 hour min</i> | \$45.00 | \$495.00 |
| 8 | Security Guard (1 @ 8 hours) <i>5 hour min</i> | \$40.00 | \$320.00 |
| 8 | Washroom Attendant (1 @ 8 hours) <i>4 hour min</i> | \$35.00 | \$280.00 |
| | | Total | \$5,095.00 |

Grace Audiovisual

Saturday, March 11, 2023

| Qty | | Price | Total |
|-----|-------------------------------|--------------|---------|
| | SOCAN License | | |
| 1 | 1 - 100 guests (with dancing) | \$62.64 | \$62.64 |
| | | Total | \$62.64 |

| | |
|----------|------------|
| Beverage | \$5,450.00 |
|----------|------------|

| | | |
|--|--------|--------------------|
| Rentals | | \$4,300.00 |
| Audio/Visual | | \$62.64 |
| Room Rental | | \$5,095.00 |
| Service Staff | | \$4,085.00 |
| Culinary Staff | | \$1,000.00 |
| Food | | \$7,080.00 |
| Subtotal | | \$27,072.64 |
| Service Charge - 18% on Food & Beverage (Not inclusive of optional staff gratuity) | 18.0% | \$2,255.40 |
| Sales Tax | 13.0% | \$3,812.65 |
| Grand Total | | \$33,140.69 |
| Deposit (Upon Signing) | Unpaid | \$8,285.17 |
| 2nd Installment - 50% | Unpaid | \$16,570.35 |
| Estimated Amount Due | | \$33,140.69 |



150 Symes Rd., Unit 130 Toronto, ON M6N 0B1 P: 647-344-8323

TERMS AND CONDITIONS

This Venue Rental Agreement ("Agreement") governs the arrangements for ("Event"), is made effective on the date this Agreement is signed, and is made BY and BETWEEN:

Savanah Duchen

(the "Client")

- AND -

TOBEN Food By Design Inc.

o/a GRACE

130-150 Symes Road

Toronto, Ontario, Canada, M6N 0B1

(“GRACE”)

(each a Party, and collectively, the “Parties”)

1. **Rental**

GRACE shall rent to the Client for the purpose of the Event and for the duration of the Event Date (hereinafter defined) the Event Space (hereinafter defined) (the “Rental”). The Client shall confirm, no later than 2 weeks prior to the event, in writing, the actual number of guests attending the event.

2. **Spaces Rented**

The Event shall take place in the following spaces located at 130-150 Symes Road, Toronto, Ontario, Canada, M6N 0B1 (the “Event Space”):

| Space | Setup | Maximum Capacity |
|---------------------------|-------|--------------------------|
| GRACE’s Room (Main Space) | | 125 |
| Tasting Lounge | | 12 seated or 25 standing |

The Client shall abide by the Maximum Capacity of each of the spaces rented in the Event Space.

3. **Event Date**

3.1 The rental of the Event Space shall start at **5:00 PM** on 3/11/2023 and end at **1:00 AM** (the “Event Date”).

3.2 The Client, their guests, invitees, and contractors must vacate the Event Space by the end of the Event Date.

4. **Rental Fee**

The fee for the Rental shall be plus HST ("Rental Fee"). The Client and their guests must vacate the Event Space by no later than the time set out in the Agreement, or a \$200/hour extension fee will be applied, plus any additional staffing costs incurred.

4.1 In addition to the Rental Fee of GRACE's Main Room a minimum expenditure of **\$5,000** before taxes and service charges ("Minimum Spend") on food & beverage is required. If the actual expenditure, exclusive of taxes and services charges is below the Minimum Spec, the Client will still be charged the Minimum Spend, plus any applicable taxes and services charges. If the actual expenditure exceeds the Minimum Spend, the Client will be charged the actual expenditure, plus any applicable taxes and services charges.

4.2 In addition to the Rental Fee of the Tasting Lounge (when renting individually) a minimum expenditure of **\$1,000** before taxes and service charges ("Minimum Spend") on food & beverage is required. If the actual expenditure, exclusive of taxes and services charges is below the Minimum Spend, the Client will still be charged the Minimum Spend, plus any applicable taxes and services charges. If the actual expenditure exceeds the Minimum Spend, the Client will be charged the actual expenditure, plus any applicable taxes and service charges.

4.3 Booking GRACE's Tasting Lounge independently more than one month in advance is subject to an increased minimum spend. Requirements vary by day of the week, and timing of your event.

5. The Beverage Order shall mean one of the packages as set out in Schedule "C" of this Agreement, such package selection and quantity to be confirmed and finalized by the Client at least two (2) weeks before the Event Date. When selecting the consumption option, the client is required to purchase one drink per guest in advance of the event, which will not be refunded. Consumption totals will be billed following the event. GRACE provides soft beverage for all beverage options. Soft beverage is included in the packages and is in addition to beverage fees for corkage and consumption options. Once the Beverage Order is confirmed and finalized, the quantity in relation to such Beverage Order cannot be decreased in any circumstance. For clarity, the client may increase their beverage order but cannot, in any circumstance, decrease their beverage order after their beverage order has been confirmed. The client must pay for the entire confirmed beverage order regardless of whether or not there has been a decrease in the guest count.

5.1 A 13% Harmonized Sales Tax ("HST") and an 15% service charge ("Service Charge") shall be applied to the Beverage Spend.

6. What is Included

6.1 The following items are included as part of the Rental Fee:

- On-site Parking (up to a capacity of **40 spots** – first come first serve)
- In-house BOSE system with Aux input & DJ Patch Bay
- Full catering kitchen facility with no additional equipment rentals required
- Flexible load in times
- Velvet seating chairs for 12, live-edge wood boardroom table and lounge furniture when renting the tasting lounge *To remain in the Tasting Lounge
- Chivari dining chairs, up to 120; 12 round dining tables *linen not included; Bar for beverage service; when renting GRACE's Room, unless otherwise specified.

6.2 GRACE shall use best efforts to provide internet service/wifi to the Client. However, the Client acknowledges that such internet service/wifi is provided by GRACE's own internet service provider, and as such, is not guaranteed.

7. What is Not Included

7.1 The Rental Fee does not include catering, additional audio/visual services, equipment rentals or other furniture rentals, tablecloths, additional chairs, additional tables, bars, chair covers, all other linens, washroom attendant, coat check items and attendant, security guards, bar and event staffing, valet services, décor services, music tariffs, etc.

7.2 A venue supervisor is not included in the rental fee. A Venue supervisor must be on site and will be charged at \$45/hour for a minimum of 4 hours.

8. Security

8.1 GRACE shall hire security personnel for events where applicable. For events where alcohol is served, security personnel is mandatory and is required for the safety of the Client's guests, invitees, and contractors, and to ensure that applicable liquor legislation and regulations are complied with. Security guards may be required based on guest count and type of event, and up to the sole discretion of GRACE. Security guards are charged at fee of \$45 / hour at a 4 hour minimum. Additional fees for security personnel ("Security Fees") shall be borne by the Client and are not included in the rental fee.

8.2 Prices quoted for security are subject to increase to meet increased costs at the time of the Event due to increases in costs of commodities, labour, taxes, or other similar reasons subsequent to the signing of this Agreement, and the Client agrees to pay such increased prices to a maximum of 10% over current rates.

9. Music Tariffs

9.1 If music will be played at the Event, the Client shall pay for any applicable music licensing tariffs, including but not limited to SOCAN fees, RE:SOUND fees, etc. ("Music Tariffs"), such fees to be the then-current pricing of the relevant copyright collective. The remittance of such Music Tariffs to the relevant copyright collective shall be coordinated by GRACE. Visit www.socan.com for more information.

10. Other Additional Staffing

10.1 GRACE shall hire one washroom attendant for events where applicable. Washroom attendants are charged at fee of \$40 / hour at a 4 hour minimum. Additional fees for attendants shall be borne by the Client and are not included in the rental fee.

10.2 GRACE or your Catering contact shall hire additional staffing for the Event if the Client requires such additional staffing for whatever reason. The staffing fees and required minimums shall be based on the then-going rates of the staffing agencies used by GRACE ("Additional Staffing Fees"), and such Additional Staffing Fees shall be confirmed with the Client at the time the additional staff are engaged. Additional Staffing Fees shall be borne by the Client and are not included in the Rental Fee.

11. Parking

11.1 Parking is provided free of charge on-site, up to the parking lot's capacity, and on a first come first serve basis. The Client may wish to engage a parking attendant or full valet service from GRACE's exclusive valet service provider. Additional Parking Fees ("Additional Parking Fees") shall be borne by the Client and are not included in the Rental Fee.

11.2 The Client and its vendors, employees, and invited guests shall only park in areas designated by GRACE and shall comply with all parking regulations governing such designated areas. If the Client, or anyone associated with the Client and their Event park vehicles in restricted areas GRACE may tow away any such vehicles at the Clients expense.

12. Deposit & Payment Schedule

12.1 In order to finalize your booking and secure the venue for the above Event Date, a signed Agreement, a valid credit card (Visa or MasterCard Only) and a **25% Non-Refundable Deposit** (“Initial 25% Deposit”) in accordance with your **Estimate** is required. The Initial 25% Deposit equals 25% of the total amount due per the signed Estimate.

For Clarity, the valid credit card (Visa or MasterCard Only) is not only required to be held for security purposes but will be charged automatically by GRACE to pay for any deposit or any amounts due related to the Estimate or Final Invoice on the date due **unless another form of payment is agreed upon in writing in advance of the payment due date.**

The Rental will not be reserved for the Client until the Initial Deposit is received by GRACE, and GRACE may, at its option, terminate this Agreement and release the Rental with another party without notice to the Client if the Deposit is not received by the Contract Deadline (hereinafter defined).

For further clarity, the valid credit card must not expire prior to the date of the Event and the client hereby agrees in good faith to provide a new valid credit card should the one added become null and void.

Any changes made to the Event may alter the price of the Estimate. In the event the Estimate is revised and sent to the Client, the total amount stated on the revised Estimate is deemed accepted, valid and owing unless Client sends written notification to GRACE within three (3) calendar days of receiving the revised Estimate.

Staffing costs, rental costs, and any other third-party costs **are estimates based on pricing available at the time of this contract.** Final pricing will be determined based on the market rates of these costs at the time of the event.

No later than forty-five (45) days before your scheduled Event Date, a **Second Installment Payment of 50%** (“Second Deposit”) of the most recent **Estimate** is due. Unless otherwise stated in writing and accepted by GRACE and noted on the Estimate at time of signing the Estimate, the Second Deposit shall be charged automatically to the credit card on file by GRACE forty-five (45) days prior to your Event Date.

The **Final Balance** will be invoiced and billed following your Event Date with any adjustments required and all amounts must be paid in full within 5 (5) calendar days of receiving the Final Balance. Adjustments may include, but are not limited to the following: increases in guest count, changes in staffing hours from the estimate provided, damage/repair fees, changes in the rentals from the estimate provided, any changes to the timeline provided prior to the event, and any changes requested from the menu items listed in the **Estimate**.

*Please be advised GRACE reserves the right to charge the credit card on file if the **Final Balance** is not received within five (5) calendar days upon Client's receipt of the Final Balance invoice.*

Should the Government of Canada introduce **mandated health restrictions** directly related to Covid-19 that prevent your booking or services from occurring the Initial Deposit and the Second Deposit (if applicable) will be permitted to be applied to any future events or bookings. For clarity, the Client acknowledges that GRACE will in good faith try to secure the Clients preferred future dates, however this may not be possible. In the event that the Client does not get their preferred date, they will work together with GRACE to find a future date (s), but acknowledge that none of their Initial and Second Deposits (if applicable) are refundable regardless of the future date selected.

12.2 Payments can be made by Direct Deposit (Please ask Event Manager for Banking Details), Cash, Email Money Transfer, Cheque or Major Credit Card (Visa & Mastercard only).

Email money transfers can be sent to: ryan@tobenfoodbydesign.com. Please indicate the Estimate Number (#) in the description of the email money transfer.

Cheque can be made out to:

Toben Food by Design Inc.

150 Symes Road, Unit 130

York, ON

M6N 0B1

13. CANCELLATION POLICY:

Notice of Cancellation (“Cancellation”) must be provided to GRACE in writing and requires confirmation of receipt by the GRACE Venue Manager. The Initial 25% Deposit paid to secure the event date is non-refundable and non-transferable. The Second Deposit paid is non-refundable and non-transferable within 44 days of the Event Date. If the Client cancels their Event for any reason within fourteen (14) days of the Event Date the Initial Deposit and The Second Deposit are non-refundable and non-transferable and the remaining amount owed on the Estimate at the time of the cancellation will be due.

14. Caterer

14.1 The Client acknowledges that only GRACE’s exclusive caterer, as set out in Schedule “A”

of this Agreement (“Exclusive Caterer”), may service the Event.

14.2 The Client acknowledges that the catering details will be outlined in a separate agreement with the Exclusive Caterer.

15. Vendors

15.1 All vendors selected by the Client, including but not limited to decorators, florists, musicians, photographers, etc. must enter and exit the Event Space through areas designated by staff of GRACE. All deliveries and pick-ups must be coordinated with GRACE in advance.

15.2 Prior to your event, all vendors must sign and return GRACE’s “External Vendor Policy”, provide proof of insurance, and WSIB certification to GRACE’s Venue Manager.

15.3 Vendors not on GRACE’s exclusive or preferred vendor list must be approved, in writing, by GRACE.

16. House Liquor Policy

The Client shall ensure that they and their guests comply with GRACE’s house liquor policy as at the time of signing this contract, such policy to be provided to The Client by GRACE.

17. Decorations

17.1 All displays, exhibits, and decorations must conform to all local, provincial, and/or federal fire rules and regulations and building codes, and should be free-standing without attachment to walls, ceilings, or floors. For greater certainty and without limitation to the foregoing, all applicable flame-proofing regulations must be complied with. Before any combustible decorations may be brought into the Spaces, notarized affidavits of flame-

proofing must be furnished. No pyrotechnics of any form may be used within the Event Space.

17.2 All placement of promotional materials or signage inside or outside the Event Space must first be approved by GRACE in writing.

17.3 GRACE assumes no responsibility for any displays and/or decorations brought into the Spaces by any third party including the Client.

17.4 Immediately following the Event the Client shall remove all decorations constructed, erected, or placed within and upon the Rental Space, and shall repair any damage caused by such installation or removal. In no event shall the Client use nails, screws, staples, industrial type adhesive tape, or any other manner of affixing decorations or signs which would result in damage to the walls, ceiling, or floor of the Rental Space.

17.5 All decorations, marketing materials, floral arrangements, and other event related disposables, must be removed from the Event Space and disposed of, off property. Under no circumstance is the Client to use GRACE / TFBD waste bins. Use of such bins is subject to additional waste disposal fees.

18. Insurance

18.1 The Client shall obtain, at their own expense, comprehensive event liability insurance covering, with a limit of not less than \$2 million per occurrence in the event of personal injury, bodily injury (including, but not limited to, food poisoning, allergic reactions, death, etc.) and property damage. Such event liability insurance must include host liquor liability coverage, and, amongst other things, the certificate of insurance must state "Host Liquor Liability Included," or similar. The policy for this insurance shall be in such form and amount and with insurers satisfactory to GRACE, in GRACE's sole discretion, and shall name GRACE as an additional insured. At GRACE's request, the Client shall provide GRACE with information, including certificates of insurance, evidencing the insurance coverage.

19. Damages & Repair Costs

19.1 The Client shall be responsible for any damages (including, but not limited to, property damage and personal injury) suffered or incurred by GRACE or any employee, guest, invitee, or contractor of GRACE caused by the Client or any guest, invitee, or contractor of the Client. The Client agrees to indemnify and hold harmless GRACE, its affiliates, their employees, contractors, directors, and officers ("Indemnitees") from all actions, costs, claims, losses, expenses and/or damages, including reasonable attorney's fees, arising out of or resulting from the Client's use of the services and facilities of GRACE unless the same are due to the negligence or willful misconduct of any of the Indemnitees.

19.2 The Client shall be fully liable for any costs incurred by GRACE to repair any damage caused to the Event Space, and replace any property in the Event Space that is damaged, stolen, or vandalized as a result of the Client's use of the Event Space, including, but not limited to, the willful or negligent acts or omissions of the Client, Client's guests, invitees or contractors ("Repair Costs").

19.3 A pre-event inspection will be conducted by a GRACE Venue Supervisor at the beginning of each event with the Client (or Client Representative"). For private clients, a Client Representative is a family member or planner who may conduct this walkthrough, and for Corporate clients a Client Representative is an employee of planner who may conduct this walkthrough. During this inspection existing damage will be noted and an acknowledgement of existing damage will be provided for sign off. A post-event inspection to review any new damage as a result of the event will be conducted at the end of the event and damage notice will be provided to the client in writing within 48 hours. The Client is welcome but not obligated to join this post-event inspection.

20. Limitation of Liability

To the extent permitted by applicable law, the liability of GRACE to the Client arising under this Agreement is limited to direct damages up to the fees paid by the Client hereunder.

21. General

21.1 The Client acknowledges that GRACE may take photos of the Event, including but not limited to photos of event decor, final set-up, florals, etc. For photos that include the Client or their guests, the Client hereby grants GRACE and its representatives and assigns the irrevocable, unconditional, and unrestricted right to use, license, alter, and publish photos of the Client or photos in which the Client may be included (“Released Photos”) for editorial, trade, promotion, portfolio, and advertising purposes in any manner or medium whatsoever (including, without limitation, print, electronic, online, or social media) (“Photo Purposes”), and to take copyright in each such photo in each and every case without compensation of any kind required to be paid to the Client. The Client shall inform everyone who will be present at the Event that the Event will be photographed, and that photos of them or photos in which they may be included, may be used for any of the Photo Purposes.

21.2 The Client agrees that the Event will be conducted in a proper and orderly fashion, so as not to disturb other functions, events or other guests at 130-150 Symes Road, Toronto, Ontario, Canada, M6N 0B1.

21.3 The Client shall ensure that the Event is confined strictly to the Rental Space. The Client shall conduct the Event in a lawful and orderly manner and shall not do, or permit anything to be done to the Rental Space that may become a nuisance, annoyance, or cause damage, or inconvenience to GRACE or the building in which the Rental Space is situated.

21.4 GRACE, and its manager and employees, in their sole discretion shall determine what constitutes a nuisance, annoyance, damage, or inconvenience and the extent of the Client’s responsibility thereof, and GRACE’s decision in this respect shall be final. GRACE may issue any orders or discretions that GRACE feels are necessary or advisable with respect to any nuisance, annoyance, damage, or inconvenience and the Client shall forthwith comply with same.

21.5 The Client shall ensure that any public address system, music, or entertainment does not exceed levels of volume, which GRACE, in its sole discretion, finds reasonable, nor which exceeds municipal standards.

21.6 The Client and their guests must take care to be quiet when leaving the premises, in accordance with the City bylaws.

21.7 GRACE reserves the right to inspect and control all private functions, including the Event.

21.8 The Client acknowledges that GRACE is bound by the Liquor License Act (Ontario) and that the observance of such legislation is a condition of occupancy of 130-150 Symes Road, Toronto, Ontario, Canada, M6N 0B1.

21.9 If for any reason beyond its control, including, but not limited to, strike, labour dispute, accident, act of war, act of God, fire, flood, earthquake, severe weather conditions, or other emergency conditions, GRACE is unable to perform its obligations under this Agreement, such non-performance is excused and GRACE may terminate this Agreement without further liability of any nature, upon return of the Initial Deposit and subsequent payments to the Client. In no event shall GRACE be liable for indirect or consequential damages of any nature for any reason whatsoever.

21.10 Overdue accounts shall bear interest at the rate of 2% per month (24% per year) until paid unless such rate exceeds the maximum rate allowed by the applicable laws, in which event the maximum legal rate shall apply.

21.11 The Client shall comply at their own expense with all municipal, provincial, and federal sanitary, fire, and safety bylaws, regulations, and requirements pertaining to the Event and the Client’s use of the Rental Space,

and shall be responsible for obtaining, maintaining, and displaying all permits required for the Event.

The state of COVID-19 event allowances and safety requirements may be updated at the time of the event and require format changes accordingly. Specific Venue Guidelines will be populated closer to the event date by your Event or Venue Manager in accordance with Toronto Public Health.

21.12 GRACE disclaims all liability for any personal property and equipment of the Client's or the Client's guests, invitees, or contractors brought to the Event Space. Any such property brought to the Event Space shall be at the sole risk of the Client or the Client's guests, invitees, or contractors.

21.13 GRACE disclaims all liability or responsibility for any loss, injury or damages in any form or of any kind, or in any manner whatsoever sustained by the Client or any person attending the Event or any other person, firm or corporation whatsoever including, but not limited to, any loss or damage resulting from:

- the conduct of any person or persons attending the Event; and
- the conduct of the Client or the management of the Event by or on behalf of the Client.

21.14 If this Agreement is signed in the name of a corporation, partnership, association, club, or society, the person signing represents and warrants to GRACE that she/he/they has full authority to sign such contract and that in the event that she/he/they is not so authorized, she/he/they will be personally liable for the faithful performance of this Agreement.

21.15 This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and Canada.

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

21.17 This Agreement contains all of the understandings between the parties and may only be modified in writing signed by both parties.

Execution and Return of Agreement

Please sign this Agreement and return a copy of it to GRACE. If this Agreement and the Initial Deposit is not returned to GRACE by [insert] ("Contract Deadline"), GRACE shall be released from this commitment and free to rebook the Rental with another party.

TERMS & CONDITIONS: TOBEN

Toben Food by Design Inc. ("Toben") and the undersigned ("Client") hereby agree that Toben shall provide the services as set out in the above Proposal ("Proposal") in accordance with the cost Estimate and Estimate generated number " ("Estimate") provided to Client, and in association with the Terms and Conditions stated herein. For purposes of clarity, the Proposal, Estimate and Terms and Conditions are all incorporated by reference and form the entire Agreement (collectively "Agreement") and understanding between the parties. This Agreement shall become effective upon its execution by Toben and the Client.

In consideration of the premises and mutual provisions hereinafter set forth, Toben and Client hereby agree as follows:

BOOKING & PAYMENT SCHEDULE:

In order to finalize your booking and secure services by Toben for the above Event Date, a signed Agreement, a valid credit card (Visa or MasterCard Only) and a **25% Non-Refundable Deposit** ("Initial 25% Deposit") in accordance with your **Estimate** is required. The Initial 25% Deposit equals 25% of the total amount due per the

signed Estimate.

For Clarity, the valid credit card (Visa or MasterCard Only) is not only required to be held for security purposes but will be charged automatically by Toben to pay for any deposit or any amounts due related to the Estimate or Final Invoice on the date due **unless another form of payment is agreed upon in writing in advance of the payment due date.**

For further clarity, the valid credit card must not expire prior to the date of the Event and the client hereby agrees in good faith to provide a new valid credit card should the one added become null and void.

Any changes made to the Event may alter the price of the Estimate. In the event the Estimate is revised and sent to the Client, the total amount stated on the revised Estimate is deemed accepted, valid and owing unless Client sends written notification to Toben within three (3) calendar days of receiving the revised Estimate.

Staffing costs, rental costs, and any other third-party costs **are estimates based on pricing available at the time of this contract.** Final pricing will be determined based on the market rates of these costs at the time of the event.

No later than forty-five (45) days before your scheduled Event Date, a **Second Installment Payment of 50%** ("Second Deposit") of the most recent **Estimate** is due. Unless otherwise stated in writing and accepted by Toben and noted on the Estimate at time of signing the Estimate, the Second Deposit shall be charged automatically to the credit card on file by Toben 45 days prior to your Event Date.

Toben reserves the right to increase final menu pricing to reflect market costs at the time of your event.

The **Final Balance** will be invoiced and billed following your Event Date with any adjustments required and all amounts must be paid in full within five (5) calendar days of receiving the Final Balance. Adjustments may include, but are not limited to the following: increases in guest count, changes in staffing hours from the estimate provided, changes in the rentals from the estimate provided, any changes to the timeline provided prior to the event, and any changes requested from the menu items listed in the **Estimate**.

*Please be advised Toben reserves the right to charge the credit card on file if the **Final Balance** is not received within five (5) calendar days upon Client's receipt of the Final Balance invoice.*

Should the Government of Canada introduce **mandated health restrictions** directly related to Covid-19 that prevent your booking or services from occurring the Initial Deposit and the Second Deposit (if applicable) will be permitted to be applied to any future events or bookings. For clarity, the Client acknowledges that Toben will in good faith try to secure the Clients preferred future dates, however this may not be possible. In the event that the Client does not get their preferred date, they will work together with Toben to find a future date (s), but acknowledge that none of their Initial and Second Deposits (if applicable) are refundable regardless of the future date selected.

*Please be advised Toben reserves the right to charge the credit card on file if the **Final Balance** is not received within fifteen (15) calendar days upon Client's receipt of the Final Balance invoice.*

All installments are payable by cheque to:

Toben Food by Design Inc.

150 Symes Rd. Unit 130

York, ON, M6N 0B1

PAYMENT METHOD: Payments can be made by Direct Deposit (Please ask Event Manager for Banking Details), Cash, Email Money Transfer, Cheque or Major Credit Card (Visa & Mastercard only).

Email money transfers can be sent to: ryan@tobenfoodbydesign.com. Please indicate the Estimate Number (#) in the description of the email money transfer.

FINAL GUEST COUNT: Final Guest Count ("Final Count") is due eight (8) business days prior to your scheduled Event Date ("Due Date"). After the Due Date Toben will use best efforts to accommodate any increases in guest count. The Final Count may increase but shall never decrease. For purposes of clarity, no discounts, credit or reduction in price will be issued for any decreases in the Final Count provided by Client.

The state of COVID-19 event allowances and safety requirements may be updated at the time of the event and require format changes accordingly. Specific Catering Guidelines will be populated closer to the event date by your Event Manager in accordance with Toronto Public Health.

In response to COVID-19, the final guest count must fall within the provincial guidelines for private events at the time of your event. If the guest count exceeds these limits, TOBEN and its affiliated staff will no longer be able to continue service and will be forced to leave the premises. No refund or discount will be honoured as a result of the violation, and any additional expenses incurred to TOBEN and its affiliated staff will be billed directly to the client. Client further acknowledges that provincial and city restrictions and / or guidelines relating to the amount of guests permitted inside and / or outside of an event is subject to change, and will be strictly adhered to at all times by Client.

EVENT TIMES: The Event time is stated in the Proposal. Client hereby acknowledges and agrees that Toben reserves the right and shall have the discretion to charge the Client for any and all additional charges incurred by a third party venue or by the staff booked for the Event, if the Event's end time exceeds the time outlined in the Proposal.

CANCELLATION POLICY: Notice of Cancellation ("Cancellation") must be provided to Toben in writing and requires confirmation of receipt by your appointed Event Manager.

The Initial 25% Deposit paid to secure the event date is non-refundable and non-transferable.

The Second Deposit paid is non-refundable and non-transferable within 44 days of the Event Date.

If the Client cancels their Event for any reason within fourteen (14) days of the Event Date the Initial Deposit and The Second Deposit are non-refundable and non-transferable and the remaining amount owed on the Estimate at the time of the cancellation will be due.

TERMINATION: Toben may terminate this Agreement immediately:

If Client fails to make any payment due under this Agreement and such nonpayment continues for fifteen (15) days after written notice from Toben that payment due hereunder is late;

- If Client fails to perform any other obligation under this Agreement within fifteen (15) days of notice from Toben specifying such failure, or if such failure cannot be cured within such fifteen (15) day period, then Client shall not be in default hereunder as long as Client commences cure within such fifteen (15) day period; or
- If Client becomes insolvent, a receiver is appointed to the possession of all or substantially all of the Client's property, Client makes a general assignment for the benefit of creditors or files a voluntary petition in bankruptcy, or Client is subject to an involuntary petition in bankruptcy.

ALLERGIES, DIETARY RESTRICTIONS, AND NO CROSS-CONTAMINATION GUARANTEE: It is the sole responsibility of the Client to provide Toben with any specific allergen or dietary restriction, nut or otherwise, for any guest that is to attend the Event at least seven (7) business days prior to the Event date. Every person's nutrition and dietary restriction is different and, therefore, it is solely the Client's obligation and responsibility to check ingredients of the food to ensure suitability for intended use. It is the sole responsibility of the Client to inform their guests, patrons, and employees that any food prepared and supplied by Toben for the Event may contain allergens or dietary restrictions and the Client shall ensure that all guests at the Event are made fully aware of any risk when consuming the food prepared for the Event. The Client also hereby acknowledges that Toben does NOT guarantee that cross-contamination has occurred and Toben does NOT assume any liability for adverse reactions to foods consumed or items one may come into contact with while eat food prepared by Toben.

SURPLUS / EXCESS FOOD: The Client hereby acknowledges that all leftover food will be handled by the Head Chef following strict food safety protocols, and as a result Toben does not guarantee any leftovers. In the event leftovers are sent home, Toben shall not be liable or responsible for any adverse reactions to foods or any food contamination that is the result of any surplus or excess food consumed after the Event.

LIMITED EXPRESS WARRANTY AND LIMITATION OF LIABILITY: Toben warrants that the food will be of good quality and shall conform to the specifications provided by Toben in the Proposal.

EXCEPT AS PROVIDED HEREIN, IN NO EVENT SHALL TOBEN BE LIABLE TO THE CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FROM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LAW, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. FURTHERMORE, THE TOTAL LIABILITY OF TOBEN WITH RESPECT TO ANY CLAIM, WHETHER IN CONTRACT, TORT HOWEVER ARISING OR OTHERWISE, ARISING OUT OF, OR CONNECTED WITH, ANY GOODS OR SERVICES, PERFORMANCE OF TOBEN OR ANY OF TOBENS OBLIGATIONS UNDER THE AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF PAYMENT MADE BY CLIENT TO TOBEN FOR SERVICES RENDERED HEREUNDER.

INDEMNIFICATION: By signing the Agreement, Client agrees to defend, indemnify and hold harmless Toben, its directors, officers, agents, consultants and employees from and against any and all damages, losses, liabilities, claims, suits, costs and expenses (including attorney fees) (collectively, "Claims") resulting from Client's (or its Guests) actions, inaction, negligence or relating to any breach by Client of any provision, warranty or covenant, or any nonfulfillment of any obligation by Client, under this Agreement.

CONFIDENTIAL INFORMATION: "Confidential Information" means all information (whether oral, observed or written) made available to Client by Toben including but not limited to customer information, pricing information, product information, employee information, information regarding business planning and operations, and administrative, financial and marketing activities. Client will from time to time possess Confidential Information that has been created, discovered, developed by or provided to it by or on behalf of Toben, which information has commercial value to Toben and which is not in the public domain. The Client agrees to protect Confidential information with the same degree of care that it uses to protect its own confidential information, but not less than reasonable care. The Client will not, without Toben's prior written consent, use or disclose any Confidential Information to any person except its authorized family members and / or employees who require it to fulfil the Client's obligations to Toben or as required by law. Client agrees not use the Confidential Information for any reason other than as contemplated by the terms of this Agreement or commercially utilize any Confidential Information without prior written consent from Toben

DAMAGE OR HARM TO PROPERTY / EQUIPMENT: It will be mutually agreed upon between Toben and the Client whether Toben will provide all equipment necessary to execute the Event. In the event Toben uses any of the Client's equipment or the Venues equipment, it is understood that normal wear and tear, accidents, breakage, and/or damage (collectively known as "Damages") may sometimes occur during that Event. The Client assumes all responsibility for any Damages of any property that be caused by patrons, guests, Event staff, employees or invitees at the Event. The Client further acknowledges that Toben shall not be liable or responsible for theft of any property of the Client, Venue or Guests at the Event.

GOVERNING LAW: The Parties agree that this Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws in effect in the Province of Ontario, and the Parties hereby agree that the venue of any dispute resolution proceedings, whether by arbitration or court, shall be in Toronto, Ontario. Client hereby irrevocably waives all objections to an inconvenient forum and lack of personal jurisdiction.

DISPUTE RESOLUTION: If any dispute occurs between the parties relating to the application, interpretation, implementation or validity of this Agreement, or for any other reason whatsoever, Toben and Client agree to seek to resolve the dispute or controversy through mediation before pursuing any other proceedings. Any Party to the dispute may serve notice on the other of its desire to resolve a particular dispute by information mediation.

The mediator shall be appointed by agreement between the Parties or, if the Parties cannot agree within five (5) days after receipt of the notice of intention to mediate, the mediator will be appointed by Canadian Arbitration Association. The mediation will be held in Toronto, Ontario. The Parties agree to attempt to resolve their dispute at mediation. The costs of the mediator shall be shared equally by the Parties. If the dispute has not been resolved within thirty (30) days of the notice of desire to mediate, any Party may terminate the mediation and proceed to arbitration as set out below. Subject to the mediation provisions set out above, if any dispute or controversy occurs between the Parties relating to the interpretation or implementation of any of the provisions of this Agreement, the dispute will be resolved by arbitration at Canadian Arbitration Association pursuant to the general Canadian Arbitration Association Rules for Arbitration. Any Party may serve notice of its desire to refer a dispute to arbitration. The arbitration shall be conducted by a single arbitrator. The arbitration shall be held in Toronto, Ontario. The arbitration shall proceed in accordance with the provisions of the Arbitration Act Ontario. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The costs of the arbitrator shall be divided equally between the parties.

FORCE MAJEURE: Toben shall not be liable for its failure to perform or a delay in performance hereunder due to events beyond its reasonable control including, but not limited to, power outages, strikes, riots, government orders and shutdowns, fire, pandemics and Acts of God.

ASSIGNMENT: Client may not assign this Agreement without the prior written consent of Toben.

SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement or of any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained and any such invalid provision or covenant shall be deemed to be severable.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties hereto with respect of its subject matter and the parties hereto agree that there are not and have not been made any statements, representations, warranties, undertakings or agreements between the parties hereto with respect to the subject matter of this

Contract other than as contained herein. It may not be modified, or terminated, in whole or in part, except in writing signed by both the Client and an authorized representative of Toben.

TITLES: All Titles used herein are inserted for ease of reference only and are not used to interpret the provisions of this Agreement.

GENERAL PROVISIONS: This Agreement represents the entire understanding and agreement between the parties and supersedes all prior agreement (if any), whether written or oral, between the parties. Toben's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. The indemnification provision contained herein shall survive the termination of this Agreement. This Agreement is a contract legally binding on Toben and the Client and their respective heirs, agents, successors and assigns, in accordance with the terms and conditions set out herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

NOTICES: Notices required to be sent to Toben or Client by these Terms and Conditions (except for routine business communications) must be in writing and may be sent to the Toben or Client through email or by certified mail or by a national overnight courier providing evidence of delivery.

COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall together be deemed as original, but all of which shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email deliver, such signatures shall create a valid and binding obligation on the party executing the Agreement with the same force and effect as if such facsimile or email signature were an original thereof.

CLIENTS ACKNOWLEDGEMENT & ACCEPTANCE

The Client hereby acknowledges it has reviewed the attached Agreement and agree to all terms set out herein.

Client Signature

Thank you for signing our contract.

In order to confirm this event, please continue to authorize your credit card by clicking on the button below.

I understand that by signing this Credit Card Authorization form that this credit card will be charged in accordance with our terms.

Event: GRACE x TOBEN Sample Menu- 100 Guests

Saturday, March 11, 2023 - Sunday, March 12, 2023

Address: 150 Symes Rd Unit #130

Location: GRACE Venue