



## TERMS + CONDITIONS

### **UPON RECEIPT OF DEPOSIT CLIENT AGREES TO THE TERMS + CONDITIONS DESCRIBED IN THIS CONTRACT.**

**The 50% deposit goes towards your rental and is NON-REFUNDABLE.** The remaining balance is due on or before 45 days prior to your event date. If unpaid, the card on file will be charged on the 44th day prior to your event date. Cancellations and transfers must be made at least 45 days prior to your event date. Berries + Honey has the right to cancel your event for non-payment 30 days prior to your event date for an unpaid balance. **PLEASE DO NOT BOOK A BABY SHOWER TOO CLOSE TO DUE DATE.**

**You must be over the age of 18 to book** your event at Berries + Honey. Family events with children attendees are allowed with adult supervision.

### **THE VENUE CAN ACCOMMODATE UP TO 50 GUESTS TOTAL**

**The time slots reserved include set up and clean up time.** Outside deliveries (vendors included) must be done within the rental time frame. Additional fees can occur if items are left in the space after your check out time.

**There is a \$150 Security Deposit for every rental.** We do not charge the card (capture the charge), you will see it pending and will not process unless we find a reason to need to create a true charge. If we find reason to charge your security deposit amount, we will contact you prior to making the charge to discuss. We have up to 7 days to capture a charge from the date of your rental. It is our policy to contact you right away. If we find no reason to charge your security deposit (hopefully that's the case), we simply release the hold. It is our policy to release the hold as soon as possible, typically the Monday after your rental but we have up to 7 days. Berries + Honey has the right to capture the initial \$150 Security Deposit hold and hold another \$150 with the card on file if there are obvious damages beyond \$150 when we enter the space. We make every effort to contact you first. We do not wait for a response to charge the initial \$150 security hold. **There is a \$75 transfer fee for any event that is moved to different date.**

**OUTSIDE VENDORS:** Any outside vendors are welcome. All paid vendors must be insured and willing to provide copy. ALL CATERERS MUST BE LICENSED AND INSURED, due to Berries + Honey's catering license.

**VENUE DECORATING:** Berries + Honey wants to make every event here a special and welcome experience. Therefore every effort will be made to allow renter to prepare decorations reflecting their creative requirements. We ask that only the staff assist with rearranging and move any furnishings, including artwork, lighting, tables or seating. Absolutely no items can be attached to the wall as this includes any adhesives, nails, screws, staples or penetrating items. Greenery wall and storefront windows are the only approved location to attach decor. Items attached to greenery wall can only be attached by staff or insured vendor. Tape and adhesive hooks can be used on storefront windows. NO real candles or any sort of fire may be used. Fake candles and lighting are allowed.

**Catering, Cleaning, Trash and Equipment Removal:** Berries + Honey will be in a clean condition prior to your event. Upon additional planning, you will need to incorporate your set-up time and clean up

time into the rental agreement, you are required to return the space to the same clean condition in which it was found, unless payment for clean-up was made. Otherwise, all trash must be collected, properly bagged and removed by the renter or the caterer and the furniture must be rearranged. All rental equipment must be removed prior to end of rented time unless approved otherwise by Berries + Honey.

**Alcohol Rules:** Berries + Honey allows clients to provide their own alcohol. Client is fully responsible for following all federal laws described below. No alcohol may be sold on premises and no open alcohol containers may leave the venue. Berries + Honey has the right to deny alcohol on premises depending on type of event. Clients may hire any licensed and insured mobile bartender. Berries + Honey staff cannot serve or handle any alcohol at any point of set up, event time, or clean up.

**DEPOSIT AND CANCELLATION CHARGES:** The half-down payment is non-refundable. An event is considered booked when Berries + Honey has received a half-down deposit (that is 50% of the rental amount). The half-down deposit will be applied to the total balance. The remaining balance must be paid on or before 45 days prior to the rental date and is non-refundable/non-transferable. Should the event be canceled or postponed, the half-down amount paid is non-refundable. If a rental is canceled at least 45 days prior to the rental date, the half-down amount, and any additional amount paid, can be applied toward another event with Berries + Honey. Anything paid over the half-down deposit can be refunded. Cancellations/transfers must be used no later than 12 (twelve) months after the original scheduled rental date. We allow one date transfer per rental. There is a \$75 cancellation fee that is due at the time of cancellation/transfer. This amount will be charged to a card on file. Transferred rentals are subject to current pricing (we don't freeze your original rental amount). For date transfers: the full balance will be due at the time of booking to reserve your new date. The total amount paid will be non-refundable and non-transferable. Renters may also be required to sign a date transfer addendum. If a rental is canceled less than 45 days prior to the rental date, the entire amount paid is non-refundable, and any additional amount owed will be charged to a card on file and will be non-refundable. Berries + Honey has the right to send your balance owed to collections for non-payment. Berries + Honey does not provide refunds for situations beyond our control, such as weather.

Items left in the venue are the sole responsibility of the CLIENT. We hold onto items we find that we do not think are trash. All food, decor, and event items left in the space is subject to being thrown away. Everything should be removed from the venue at your check out time and is not our responsibility if it's missing or broken.

Berries + Honey reserves the right to cancel your event, and is not required to credit or refund you for any amount paid, if there is a breach in the terms + conditions.

**City, County, State and Federal Laws:** Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, NO EXCEPTIONS. Client shall not sell alcohol on premises at any time. Client may not serve alcohol to minors on the premises at any time. Client agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. Berries + Honey reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Berried + Honey or the safety of its staff, guests, or building contents.

*RELEASE AND INDEMNIFICATION: RENTER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS BERRIES + HONEY, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, COSTS (INCLUDING ATTORNEYS' FEES), DAMAGE, EXPENSE, AND LIABILITY (INCLUDING STATUTORY LIABILITY AND LIABILITY UNDER WORKERS' COMPENSATION LAW) IN CONNECTION WITH CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, LIABILITIES, LOSSES, SUITS, ADMINISTRATIVE PROCEEDINGS, ARISING OUT OF ANY ACT OR NEGLIGENCE BY RENTER, ITS AGENTS, EMPLOYEES, CONTRACTORS, INVITEES, REPRESENTATIVES, IN, ON OR ABOUT THE FACILITY. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. RENTER HEREBY RELEASES BERRIES + HONEY FROM ANY AND ALL LIABILITY OR RESPONSIBILITY TO RENTER OR ANYONE CLAIMING THROUGH OR UNDER RENTER BY WAY OF SUBROGATION OR OTHERWISE FOR ANY LOSS OR DAMAGE TO EQUIPMENT OR PROPERTY OF RENTER EITHER COVERED OR NOT COVERED BY ANY INSURANCE THEN IN FORCE.*