

## EVENT TERMS & CONDITIONS

### 1. Rental Fees and Deposits

Reservations are taken on a first-come, first-served basis. The event space is not considered reserved until Eden Town has received this signed Agreement and all required deposits.

The Client agrees to pay a total rental fee of \$\_\_\_\_\_, which includes the use of the reserved space(s) for the agreed duration. An initial deposit of fifty percent (50%) is due upon signing this Agreement. The remaining balance is due no later than seven (7) days prior to the event date. Failure to pay the balance by the due date may result in cancellation of the event and forfeiture of the initial deposit.

<u>Scheduled Payment</u>	<u>Amount</u>	<u>Date Due</u>
Initial Deposit	\$ _____	With signed agreement
Remaining Balance	\$ _____	_____

A beverage minimum of \$\_\_\_\_\_ is required, exclusive of tax and gratuity. This amount shall be paid at the conclusion of the event.

Payment shall be made in-person at the Brewery, and may be made by cash, check (made payable to Eden Town Brewing Company), or credit card.

### 2. Date Changes and Cancellation Policy

- A. Changes. In the event that Client requests to change the date of the event, Eden Town will make every effort to transfer the reservation to the new date. Client agrees that any expenses incurred in accommodating the change, including but not limited to deposits and fees, are the sole responsibility of the Client.
- B. Cancellation. In the event that Client cancels the event, Client shall notify Eden Town immediately in writing or via email. Cancellation by the Client is subject to the following terms:
  - Cancellation 7 or more days prior to the event: Eden Town will refund the entire rental fee specified above.
  - Cancellation fewer than 7 days prior to the event: Eden Town will keep the Initial Deposit and refund any other amounts paid.

### 3. Alcohol Service and Conduct

No outside alcohol is permitted on the premises. Eden Town will provide alcohol service and reserves the right to conclude such service fifteen (15) minutes prior to the scheduled end of the event. All guests consuming alcohol must be at least 21 years old and present a valid ID.

Client's event and the conduct of guests must be compatible with use of the building/grounds and respectful to neighboring properties. Smoking is not permitted inside of the building.

EDEN TOWN RESERVES THE RIGHT TO TERMINATE THE EVENT WITHOUT REFUND IN THE CASE OF DISORDERLY CONDUCT OR VIOLATION OF ALCOHOL POLICIES.

#### **4. Event Set-Up and Clean-Up**

All property belonging to Client or Client's invitees shall be delivered, set up and removed on the day of the event. Client is ultimately responsible for property belonging to the Client's invitees.

The use of glitter, confetti, open flames, nails, tacks, or adhesives on any surface is strictly prohibited. Client shall be responsible for returning the event space to the condition in which it was provided to them. The Client is responsible for any damages resulting from the actions of vendors, guests, or themselves.

#### **5. Caterers and Other Vendors**

All third-party vendors, including caterers, must be preapproved by Eden Town. Eden Town can provide a list of preferred caterers. Caterer will be required to provide proof of business license and insurance.

#### **6. Responsibility and Security**

Eden Town does not accept any responsibility for damage to or loss of any articles or property left at the Brewery prior to, during or after the event. Client agrees to be responsible for any damage done to the Brewery building and surrounding property by the Client or Client's invitees. Further, Eden Town shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Client or Client's invitees. Client, as a material part of the consideration of this Agreement, hereby waives on its behalf all claims and demands against Eden Town for any such loss, damage, or injury of claims and demands against Eden Town for any such loss, damage, or injury of the Client, and hereby agrees to indemnify and hold Eden Town free and harmless from all liability of any such loss, damage or injury, and from all costs and expenses arising there from, including but not limited to attorney fees.

#### **7. Excuse of Performance (Force Majeure)**

Eden Town shall not be liable for any failure or delay in performing its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, government regulations, or other emergencies. In

such cases, Eden Town may permit the Client to reschedule the event within six (6) months of the original date, subject to availability.

#### **8. Entire Agreement and Signatures**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes all prior discussions, agreements, or understandings of any kind. Modifications to this Agreement must be made in writing and signed by both parties.