

# Hookah Terms and Agreements:

## Volcano Smoke Hookah Catering

### 1. EVENT CATERING TERMS:

A. **PRICES:** The total cost of the hookah catering event will be determined by the package ordered and other charges described below.

B. **MILEAGE SURCHARGE:** The price of your order includes gas and mileage up to a total of 60 miles round trip. If your catering event is located more than 30 miles (one-way) from Greenville, MS a mileage surcharge of \$2.00 per mile over 60 miles will be assessed and added to the cost of your hookah catering event.

C. **RESERVATIONS:** Catering event reservations must be made at least 48 hours in advance of the scheduled event by texting 662-394-9250 or by e-mail: [Volcanosmokehookah@gmail.com](mailto:Volcanosmokehookah@gmail.com) Deposits are required for both hookah catering and hookah delivery.

D. **CANCELLATIONS:** Please make cancellations at least 1 week prior to reservation.

E. **CHANGES:** You may request changes to the date, time and/or location of the hookah catering event or to the menu items ordered, provided that your request is made at least 5 days in advance of the originally scheduled date. Due to Party Volcano Smoke commitments to personnel, suppliers and other customers, no changes may be made less than 5 days prior to the originally scheduled event date. Changes are subject to availability.

F. **CLIENT'S OTHER RESPONSIBILITIES:** You are responsible for all city, county or other permits or licenses required to smoke hookah for the catering event at your site. You are also responsible for ensuring that there are sufficient trash collection bins at the site and that all trash is collected at the event.

## **2. TERMS OF PAYMENT:**

A. **DEPOSIT:** A deposit equal to 50% of your total estimated charge for the hookah catering event is required TO SECURE YOUR EVENT, if a deposit is not made, your event is not CONFIRMED. Deposits are NON-REFUNDABLE. The receipt of your deposit will confirm the reservation of your hookah catered event and must be received at the time of booking your reservation. The full amount of the deposit will be credited against the total charges for the catering event. We accept all major credit cards: MasterCard, VISA, American Express, and Discover credit cards or Cash App, Zelle, Apple Pay, or Cash.

B. **BALANCE DUE:** Final payment must be made on the day of your event, by credit cards: VISA, MasterCard, Discover or American Express credit card, or Cash App, Zelle, Apple Pay, or Cash. The Volcano Smoke Hookah staff will issue a final itemized billing indicating the number of hookahs or packages ordered and the number of total charges to be billed for services, less any deposits, or prior payments.

## **3. REQUIREMENTS AND LAWS:**

A. **Minimum Age:** In compliance with United States Health Department, Volcano Smoke Hookah Catering will not serve any persons under the age of 21.

B. **Tobacco:**

1.1. Smoking Shisha contains some amounts of nicotine (unless it's nicotine-free tobacco). Smoking Hookah can be hazardous to your health. The participant certifies the knowledge of tobacco products and their health effects as well as the client's responsibility for their guests/those participating in smoking at the client's event. The client will not hold liable Volcano Hookah Catering or any of its associates for the side effects of smoking tobacco or any other related issues.

## **4. INDEMNIFICATION REQUIREMENTS:**

A. **RESPONSIBILITY:** You agree that Volcano Smoke Hookah shall not be liable for any claims, losses, liabilities, or expenses relating to the event for any amount in excess of the fees paid by you to Volcano Smoke Hookah pursuant to this Agreement, except to the extent finally judicially determined to have resulted from the gross negligence, bad faith, or intentional misconduct of Volcano Smoke

## **5. LIMITATION OF LIABILITY**

**A. EQUIPMENT FAILURE:** Client shall be responsible for, and reimburse Volcano Smoke Hookah Catering, for any and all damages to Volcano Smoke Hookah Catering equipment that results from client, or client's guests, invitees, agents, or associates' negligence or willful misconduct at the event. Volcano Smoke Hookah Catering reserves the right to terminate all services during the event if any activities or conditions are present that may cause damage to Volcano Smoke Hookah Catering equipment.

**B. EQUIPMENT AND SUPPLIES:** The catering department does not sell, rent, or loan equipment or supplies. All catered events come complete with the necessary supplies and equipment. However, the client agrees, shall provide, or notify the event location of Volcano Smoke Hookah Catering need a minimum of two (2) unused and working standard AC power outlets, on independent circuits.

**6. FORCE MAJEURE:** Volcano Smoke Hookah Catering will be excused from the performance of this Agreement in whole or in part if the performance by Volcano Smoke Hookah Catering of any of its material obligations under this Agreement is prevented by operation of law or any cause beyond the reasonable control of Volcano Smoke Hookah Catering, including without limitation fire, flood, disruption of transportation (but not the failure of a party to reasonably anticipate possible transportation delays), earthquake, public disaster, strike, labor dispute or unrest, accident, breakdown of electrical or other equipment, riot, war, insurrection, civil unrest, Act of God, any act of any legal or governmental authority (all of which causes are referred to as "events of force majeure"). If the event is canceled or curtailed because of the occurrence of any of the foregoing events of force majeure, and the event is not rescheduled, Volcano Smoke Hookah Catering shall remit the full portion of the deposit less any out-of-pocket costs incurred in connection with the canceled or curtailed event.

**7. MISCELLANEOUS:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior offers, negotiations, and agreements. Only a written agreement executed by the parties shall modify this Agreement. If any provision of this agreement is declared invalid, the remaining provisions shall remain in full force and effect. The section and paragraph headings contained in this agreement are for

reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

**8. CONFIRMATION: ALL CATERED EVENTS WILL NOT BE CONFIRMED UNTIL A COPY OF THIS AGREEMENT IS SIGNED AND RETURNED TO MANAGEMENT OF VOLCANOSMOKEHOOKAH.** The confirmation should be received no later than an hour prior to the event. An event that is not confirmed runs the risk of service not being guaranteed.

