

TERMS AND CONDITIONS

1. The Agreement

The Agreement, which consists of the Venue Rental Agreement and/or Contract and these Terms and Conditions, does not include any other oral or written promises, terms or conditions. Any amendment or change to the Agreement shall have no effect unless agreed upon in a writing that refers specifically to the Agreement and is executed by duly authorized representatives of both parties. Each Agreement returned signed by the Renter shall be an offer by the Renter to reserve Event facilities and services and shall only become a binding Agreement when countersigned by the Venue and the deposits are timely received by the Venue.

2. Confirmations and Guest Numbers

The final details of the Event (such as final timings, food, beverage, and special requests) must be confirmed at least thirty Days before the Event. The Renter must inform the Venue of the Final Number at least three Working Days before the Event. This Final Number will override the Likely Number specified but will not affect the Minimum Number/Spend. The Renter shall provide the Venue with details of the nature and agenda of the Event, number of guests and relevant third parties, upon request.

3. Payment

3.1 Price. The price for the Event shall be calculated as stated on the Venue Rental Agreement Form.

3.2 Payment. Renters will be required to pay the entire cost of the Event in full prior to the Event date. Payment is due for all credit accounts on presentation of invoice. Any queries will not delay immediate payment of the outstanding balance. Payment must be made in US dollars payable to the Venue by check, money order, cashier's check, debit card, credit card or electronic payment.

3.3 Deposits. The Renter must pay the Venue the deposit payment(s) specified in the Venue Rental Agreement Form and/or contract. If the Renter fails to pay any such deposit by its due date, then the Venue may (in its sole and absolute discretion) treat the Event as having been cancelled by the Renter and, in the Venue's sole and absolute discretion:

3.3.1 The Venue may set off any cancellation fees which become payable against the deposit; and

3.3.2 Any money that is paid is non-refundable except Security Damage / Excessive Cleaning Deposit.

3.4 Price Variations. In the event of force majeure event, the Venue reserves the right to vary the prices specified in the Agreement to an extent that reflects such circumstances.

3.5 Invoice Disputes. If the Renter has a bona fide dispute in respect of the whole or part of an invoice, it shall notify the Venue immediately on receipt of invoice. Any invoice not disputed within two (2) business days will be deemed to have been accepted by the Renter. The parties shall cooperate in good faith to resolve the dispute over any invoice as amicably and promptly as possible and on settlement of any dispute the Renter shall make the appropriate payment.

4. Cancellation by Renter

4.1 If the Renter wishes to cancel an Event the Renter must provide the Company a written notice of cancellation. Cancellation shall be effective, final and binding on the Cancellation Date.

5. Cancellation by the Venue

5.1 The Venue may cancel the Booking:

5.1.1 if the booking might prejudice the reputation of the Venue;

5.1.2 if the Venue becomes aware of any deterioration in the Renter's financial situation such that the Venue reasonably considers the Renter may not be able to fulfil its material obligations under the Agreement; or

5.1.3 if the Renter fails to pay any sum when due.

5.2 Where applicable, in the event of a force majeure event requiring Venue to cancel prior to the Event, the Venue shall endeavor to offer a suitable alternative Event date to the Renter. If the Venue cannot offer such an alternative then a refund will be made after deduction of any costs and expenses related to the cancelled Event which the Venue cannot reasonably avoid.

6. Outside Services

6.1 Our prior consent must be obtained for any entertainment, caterer, or services contracted for the Event by the Renter, all of which must comply with any relevant codes, regulations, and standards. It shall be the Renters responsibility to ensure that, where applicable, permits, licenses, registrations, and approvals, by any band or musicians employed by you are obtained.

6.2 We are required to receive, from all third-party suppliers, Health and Safety documents, Insurance documents, Licensing, and other requirements that the supplier will need to comply with.

6.2.1 The Renter is responsible for ensuring that third-party suppliers comply with the requirements we notify you of. We maintain a right to approve (acting-reasonably) arrangements made by you to comply with these requirements; and

6.2.2 You or your suppliers may not fix items to walls, floors, and ceilings, or use any form of electrical or mechanical equipment, unless previously agreed in writing with us and the Venue is reimbursed for any costs or expenses it incurs.

7. Liability of The Venue

7.1 This paragraph 9 sets out the Venue's entire liability in respect of any breach of these conditions or the Agreement and any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.

7.2 The Venue shall not be liable, whether in contract, tort (including negligence) or otherwise for any indirect loss however arising.

7.3 In no event will The Venue's liability for any loss or damage in contract or tort (including negligence) or however otherwise arising, exceed the total amount paid by the Renter to the Venue for the Event.

7.4 The Venue shall not be liable for any breach of the Terms and Conditions or delay or failure in providing services as a result of causes beyond its reasonable control including (but not limited to) force majeure events, government order, pandemics, epidemics, war, terrorism, acts of God, weather, acts of nature, fire, floods, strikes, delays in transportation, failure of services or inability to obtain any necessary information or consent from any authority.

7.5 Nothing in these conditions shall exclude or restrict Renter's liability resulting from its negligence, or for fraudulent misrepresentation.

8. Gambling Regulations

8.1 Renters shall not do or permit or suffer anything to be done which may be or become criminal, violate local ordinances, or a nuisance or annoyance to the Venue, other patrons, or neighbors. In particular but without prejudice to the generality of the foregoing no bookmaking, wagering, or gambling shall be undertaken by the Renter or their guests at any time.

8.2 All persons visiting the Venue are admitted subject to Venue Regulations (e.g., <https://thegrandhallatwestlake.com/policies>) and its rules which are available on request. The Venue manager reserves the right to refuse admission or to remove from the Venue any person refusing to comply with the regulations or whose presence is a source of danger or annoyance to others.

9. Damage/Excessive Cleaning

The Renter shall be responsible to the Venue for any damage or cleaning caused to the allocated rooms or the furnishings, utensils, furniture, and equipment therein or to the Venue generally by any act, default or neglect of the Renter or any sub-contractor, employee, attendee, invitee, participant, or guest of the Renter and shall pay to the Venue on demand the amount required to make good or remedy any such damage or cleaning.

10. General

10.1 Agents

Should the Renter contract with the Venue through an Agent, the agent acts in that capacity for the Renter, and not the Venue. The Renter accepts full responsibility for the payment of The Venue's account.

10.2 Governing Law and Jurisdiction

The Agreement shall be governed by and construed in all respects in accordance with the Indiana laws. The courts located in Marion County, IN have exclusive jurisdiction, in relation to all matters arising under the Agreement.

10.3 Time is of the Essence

For all payment obligations under these conditions, time shall be of the essence.

10.4 Assignment

The Agreement shall not be assignable by the Renter, but may be assigned by the Venue.

10.5 Property

The Renter shall not use any of the Venue's tangible property, intangible property, copyrights, trademarks, or intellectual property without our prior written consent or outside our instructions.

10.6 Entire Agreement

The Agreement sets out the entire agreement and understanding between the Renter and the Venue and shall supersede and replace all documentation previously issued by either party in relation to its subject matter.

10.7 Waiver

No waiver by the Venue of any breach of this Agreement by the Renter shall prevent the subsequent enforcement of the Agreement.

10.8 Validity

If at any time any one or more of these conditions is held to be or becomes void or unenforceable, it shall be omitted from the Agreement and the remainder of the Agreement shall remain in full force and effect.

11. Definitions

11.1 "Booking Form" means the document containing all the Event details

11.2 "Cancellation Date" means the Working Day on which the Venue receives written notice of cancellation.

11.3 "Cancellation Notice" means the number of days (that is not counting the Cancellation Date and the date of the Event) between the Cancellation Date and the date of the Event.

11.4 "Renter" means the person, firm or company responsible for scheduling and payment of the Event.

11.5 "Agreement" means the written agreement between the Venue and the Renter for a specific booking or series of bookings.

11.6 "Event" means the event or function specified in the Agreement.

11.7 "Final Number" means the number of guests confirmed as attending the Event by the Renter 30 days before the Event.

11.8 "Likely Number" means the number of guests stated in the Venue Rental Agreement Form as likely to attend the Event.

11.9 "Minimum Spend" means the minimum payment for the Event due from the Renter.

11.10 "Working Day" means Monday to Friday excluding bank holidays and other holidays recognized by the federal government.

11.11 "Venue" means The Grand Hall at Westlake Gardens, 400 N High School Road Indianapolis, IN 46214.