



THE VENUE AT BERRIES + HONEY TERMS + CONDITIONS

AGREEMENT TO TERMS: By submitting requested deposit via Square invoice, the client agrees to the following terms and conditions outlined in this contract.

DEPOSIT & PAYMENT POLICY

- 50% deposit is required to secure your rental and is **non-refundable**.
- The remaining balance must be paid on or before 45 days prior to the event date.
- The renter is responsible for ensuring payments are made on time. Berries + Honey **will not** automatically charge for outstanding balances.
- If payment is not received 30 days prior to the event date, Berries + Honey reserves the right to cancel the event for non-payment.
- **Client must select to save their card or bank account on file when making initial deposit (total balance if under 45 days) In the event of damages or overtime in the venue, this payment method may be used to cover any additional charges.**

Payment method

☐ Credit or debit card

☐ Apple Pay

☐ Buy with Google Pay

OR

Cardholder's Name

Card number MM/YY CVV

☐ Save my card on file with Berries + Honey Charcuterie

I authorize Berries + Honey Charcuterie to save my card securely with Square and automatically charge this card in the future as agreed upon. [cancel this authorization.](#)

☐ Save my bank on file with Berries + Honey Charcuterie

I authorize Berries + Honey Charcuterie to save my bank account securely with Square and initiate future ACH debits upon receiving my approval of each future ACH debit. I agree that my approval may be provided orally or in writing and communicated in person or remotely by phone or web. I agree that this standing authorization is valid until I notify Berries + Honey Charcuterie that I wish to revoke it.

☐ Square uses Plaid to link your bank account

We use Plaid's services to verify your identity and receive account information, then use that information to complete your payment.

VENUE RULES

- No adhesives, nails, screws, or staples may be used on the walls. This includes scotch tape, no exceptions.
- The greenery wall, storefront windows, and venue bar are the only approved areas to attach decor.
- Tape and adhesive hooks may be used on storefront windows and venue bar.
- Client must inform on-site Berries + Honey staff prior to client rearranging or moving furnishings, including tables, seating, games, couch or chair. Neglecting to comply may result in damage to furniture, and the client will be responsible for the costs associated with the damages.
- Client must inform on-site Berries + Honey staff if planning to attach items to greenery wall and will be shown how to properly attach items. Neglecting to comply may result in damage to furniture, and the client will be responsible for the costs associated with the damages.

- Client must get approval from Berries + Honey to bring any appliances on site. Approval must be given prior to day of event. Berries + Honey Staff has the right to decline use of non-approved appliances brought day of event.
- The greenery wall cannot be removed.
- Client has the option to have the LED "SAY CHEESE" sign to be removed for a \$75 fee. Fee must be paid prior to event date.
- No open flames, or helium balloons are allowed. (Chaffing dishes are allowed on venue bar with approval of Staff. Chaffing dishes require clients to use provided silicone mats to protect counter)
- Pink curtains are decorative use ONLY. Client and event guests are not authorized to move or attempt to close the curtains. Curtains cannot be removed.

AGE REQUIREMENT

- Clients must be 18 years or older to book an event.
- Family events with children attendees are allowed with adult supervision.

VENUE CAPACITY & RENTAL TIME

- The venue accommodates up to 70 guests total, with seating for 50. Clients are NOT permitted to bring in any additional seating.
- A **three-hour minimum rental is required (including set up, event, and clean up)**
- Rental time / Access time must include Set up and Clean up times. All rentals are required to include a minimum of 30 minutes for set up and 30 minutes for clean up .
- Rental times vary on client needs and venue availability. Full access time is listed in invoice.
- Access to the venue is strictly limited to the time agreed upon by Berries + Honey and Client. Early access to the venue will not be permitted. No exceptions
- **The Berries + Honey staff will open the venue doors precisely at the access time indicated on the invoice.**
- If the client isn't the primary contact on the event day, Berries + Honey staff must be informed in advance of the designated day of POC. This ensures effective communication regarding the contract terms.
- **Client or day of POC must be present at the start of their scheduled access time.**
- All vendor deliveries and set-up must be completed within the rental period and will not be permitted in venue until Client or their day of POC is present on site.

ADDITIONAL CHARGES - DAMAGES, OVERTIME, VIOLATIONS

- Client must select to save their card or bank account on file when making initial deposit (total balance if under 45 days). In the event of damages or overage time in the venue, this payment method may be used to cover any additional charges.
- If damages, overtime, or violations occur, Berries + Honey will contact the client prior to charging payment method.
- Any documentation and pictures will be sent to client along with estimate of costs of damages.
- Berries + Honey has the right to charge for any damages or violations occurred during access time.

- Client will be charged an **overtime fee** if access time exceeds agreed upon time frame listed on invoice.

DATE TRANSFER POLICY

- \$75 transfer fee applies for rescheduling an event.
- Transfers are subject to current pricing.
- The full balance of invoice is due at the time of rebooking to secure date.
- Transferred events are non-refundable and non-transferable.
- Only one date transfer is allowed per rental.

OUTSIDE VENDORS

- Outside vendors are allowed at Berries + Honey.
- All vendor deliveries and set-up must be completed within the access period and will not be permitted in venue until Client or their day of POC is present on site.
- All paid vendors must be insured and provide proof of insurance if requested by staff.
- All paid caterers present on site must be licensed and insured. Copies must be sent to info@berriesandhoney.com prior to event date.
- If the renter provides their own food, licensing is not required.
- **Outside charcuterie catering is not allowed; all charcuterie catering must be provided by Berries + Honey.**
- The venue does not have a full kitchen (no ovens, warmers, or separate prep area).

CLEANING & TRASH REMOVAL

- The venue will be cleaned and sanitized by Berries + Honey Staff prior to access time.
- Set-up and post-event clean-up must be included in the rental time with a minimum of 30 minutes each.
- Client must leave the venue in the same condition as found (unless cleaning fee is paid prior to event date)
- **Client cleaning responsibilities -**
 - All tables and counters must be wiped down**
 - Floors must be swept and free of any food or spills.**
 - Trash must be bagged and taken to designated dumpster.**
- All trash must be placed in the designated dumpster shown on the sign at back door of venue. Failure to do so will result in a fee to renter.
- All furniture must be returned to its original position prior to end of access time.
- Clients are responsible for their guests and their belongings.
- Berries + Honey is not responsible for missing or damaged items left at the venue.
- Additional fees may apply if rental equipment or decor is left beyond the rental period.

Client cleaning responsibilities covered in the **optional add-on \$50 cleaning fee.

Client is still responsible for collecting trash and placing it in trash can, removing all decor and personal items, and returning furniture to its original location before the end of their access time. This fee must be added to the invoice prior to the day of the event and cannot be added on the day of.

ALCOHOL POLICY

- Clients may provide their own alcohol but must comply with federal and local laws.
- Alcohol may not be sold on the premises.
- Open alcohol containers may not leave the venue.
- Berries + Honey reserves the right to prohibit alcohol at certain events.
- Licensed and insured mobile bartenders are allowed.
- Berries + Honey staff cannot serve or handle alcohol at any point.

CANCELLATION POLICY

- 50% deposit is non-refundable, no exceptions.
- If canceled at least 45 days prior to the event date, amounts paid (beyond the deposit) may refunded or be applied to a future event.
- Cancellations within 45 days of the event are fully non-refundable.
- If the client owes a balance at the time of cancellation, Berries + Honey reserves the right to charge the card on file.
- Berries + Honey is not responsible for cancellations due to weather or circumstances beyond our control.
- Outstanding balances may be sent to collections for non-payment.
- Berries + Honey reserves the right to cancel an event without refund if the terms and conditions are violated.

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 Berries + 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.