

TERMS & CONDITIONS

You must be over the age of 21 to book your event at Harley's Hideaway Bar & Grill. You will be required to provide a valid ID. Harley's Hideaway Bar & Grill has a strict 21 and up policy. The Renter and Renter's attendees must be 21 years of age or older. Minors must be accompanied by a parent or legal guardian.

The time slots reserved include set up and clean up time. Outside deliveries (all vendors included) must be done within the rental time frame.

There is a \$250 Security Deposit held TWO DAY PRIOR to your rental. See details below. The basic \$50 cleaning fee that is automatically added to each rental covers Harley's Hideaway Bar & Grill mopping the floors and cleaning the bathrooms only. The Renter is responsible for cleaning after their event or hiring our cleaning crew for a Full Event Clean for an additional \$150 (total of \$200).

You are responsible for a \$250 Security Deposit held TWO DAYS PRIOR to your event with the card on file. The Security Deposit Agreement is attached to your invoice under "View Required Documents". Harley's Hideaway Bar & Grill reserves the right to cancel a rental if the Security Deposit Agreement is not signed. The Security Deposit is a separate transaction (taken the day before your event) that covers damage, missing items, additional/professional cleaning, and/or an indoor smoking fee. See the full Security Deposit Agreement below.

The Security Deposit payment is captured TWO DAYS PRIOR your rental and held pending until we return to the space to check for cleanliness, damage, missing items, indoor smoking, etc. We use a card on file for you Security Deposit hold, you do not have to do anything further. This transaction is made via Stripe using Authorize and Capture. 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. Harley's Hideaway Bar & Grill has the right to capture the initial \$250 Security Deposit hold and hold another \$250 with the card on file if there are obvious damages beyond \$250 when we enter the space.

CATERING: Limited outside catering. Outside deserts may be brought in, as well as corked wine/champagne. However, Harley's Hideaway Bar & Grill shall maintain the right to serve alcohol (to verify age and maintain compliance) and food in the space. No one but staff of Harley's Hideaway Bar & Grill shall be behind the bar or in the kitchen.

IMPORTANT NOTICE: If you are not responding to us during your event and we have to make a trip out to the venue to reach you due to an issue or late check out there will be an automatic trip fee of \$100.

If we are unable to reach you within 24 hours, using each point of contact we have on the booking form, we process the amount needed and send you an itemized receipt. Indoor smoking is an automatic loss of the full \$250 security deposit.

AGREEMENT

Any additional rooms aside from the tables/chairs main room, two open bathrooms and side room are not included in my rental. We may not enter any of these areas at anytime by any means. I agree and

understand that I will automatically be fined \$250 for not following these terms. I agree and understand that Harley's Hideaway Bar & Grill may hold an additional \$250 if we have entered and caused damages or additional cleaning on any of the locked additional rooms that are not apart of my rental.

Included in my rental:

Basement: Main room, bathroom, storage room where the tables and chairs are kept, storage room bathroom, main room patio.

Not included in my rental:

Maintenance Room, Bar and Kitchen is off limits.

**Do not tamper with any doors that are locked.

Rental, Deposit and Inventory Agreement

Upon receipt of a signed agreement, half-down amount, or email confirmation, the CLIENT/ RENTER enters into a binding agreement with Harley's Hideaway Bar & Grill (Will Shaban) and subsequently agrees to the terms and conditions described in this contract.

DEPOSIT AND CANCELLATION CHARGES

The half-down payment is non-refundable. An event is considered booked when Harley's Hideaway Bar & Grill has received a half-down deposit (that is 50% of the rental amount) and we have marked your invoice as Reserved. You are not booked until your invoice has been marked Reserved by Harley's Hideaway Bar & Grill. The half-down deposit will be applied to the total balance. The remaining balance must be paid on or before 30 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, no exceptions. If a rental is canceled at least 30 days prior to the rental date, the half-down amount, and any additional amount paid, can be applied toward another event with Harley's Hideaway Bar & Grill or 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 \$100 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/non-transferable. Harley's Hideaway Bar & Grill has the right to send your balance owed to collections for non-payment. Harley's Hideaway Bar & Grill does not provide refunds for situations beyond our control such as but not limited to: weather, parking, game/event schedules, etc. Harley's Hideaway Bar & Grill does not give refunds for rentals booked prior to touring to secure a date yet later decide the venue is not a good fit. Tour first then book if there is any uncertainty.

I am aware that Harley's Hideaway Bar & Grill STRONGLY encourages me to tour the venue before reserving my date. I understand and agree that Harley's Hideaway Bar & Grill will not refund me should I decide the venue is not a good fit because I chose to book my date before touring the venue. Harley's Hideaway Bar & Grill reserves the right to cancel your Event at any time, and is not required to credit or refund you for any amount paid if your Event is cancelled for not following Harley's Hideaway Bar & Grill guidelines.

RELEASE AND INDEMNIFICATION

RENTER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS HARLEY'S HIDEAWAY BAR & GRILL, ITS OFFICERS, 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 HARLEY'S HIDEAWAY BAR & GRILL 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.