

TERMS AND CONDITIONS

FACILITY RENTAL FEES A down payment along with confirmation of review and agreement to online Terms and Conditions, is required to reserve the date and space. Payment of Booking Deposit may be made by cash, check or major credit/debit card. No terms are implied or granted and no work will be allowed to commence until full payment is received. Date hold and payments are non-refundable without prior written agreement but may be used for another date if cancelled within 60 days of event. All halls and services subject to minimum fees, which vary by hall, weekday and season.

PAYMENT INSTALLMENTS Payment installments shall commence 30 days after booking at regular monthly intervals and in an amount agreed upon by Encore and client and will be based on an estimate of costs of the services requested at the time the order was placed. Installments may be made by cash, check, ACH credit and debit card. Unless otherwise in writing, you agree to authorize automated debit in monthly and/or incremental payments on provided bank card or account. San Diego county sales tax is added to the order at the then current rate when payments are made. No less than 50% of the total estimated cost must be paid within 90 days of the event date with all final balances due no later than 14 days prior to the event date. Guest count/order may be reduced by no more than 10% from initial estimated amount and cannot be reduced within 14 days. Due to scheduling commitments, vendor services cannot be removed from booked events within 90 days of the event date.

CANCELLATION POLICY Upon confirmation of reservation, Customer may cancel this contract without cause at any time prior to the event by paying to Encore liquidated damages (agreed not to constitute a penalty) based on the following for the total estimated value of the event: One hundred eighty (180) days or more from event date (25%), One hundred seventy-nine (179) days to sixty (60) days from event date (50%), Fifty-nine (59) days to thirty-one (31) days from event date (75%), Thirty (30) days or less from event date (100%). If Customer changes the event date, payments would be due based on the earlier event date. Should the event be moved a subsequent time, a 25% fee of the total order amount will be applied. Please see cancellation & postponement insurance information below.

LIABILITY, INSURANCE AND DAMAGE A credit card shall be provided for incidental or accidental damage or excessive cleaning per the following: breakage to furniture \$150-\$450, damage to walls \$150-\$250, additional cleaning and/ or undue damage to water features or other landscaping \$150 to \$300, cleaning due to confetti or glitter use \$200 (in Spark Hall \$350); any other damage upon inspection and evaluation. Additionally, any cleaning or repairs deemed necessary beyond normal use (i.e. paint damage and floor gouges) will be charged to renter. Outside vendors, if allowed, must clean the premises within two (2) hours following the event leaving it in the same condition and working order as at the start of the event setup. Failure to remove or clean will result in additional fees. If the building or any part of the premises or its contents, including furniture and fixtures, is damaged during the event, renter will be solely responsible for such damage. Encore is not liable or responsible for damage to any florals, decorations, personal possessions, clothing, cakes, food or beverages that have been brought into the premises or stored in Encore coolers. If you are permitted to use an outside food or beverage vendor, liability insurance and proper licenses or permits must be provided. Established service providers may use their license and insurance to cover damages. The insurance must cover events for public liability and personal property damage. Renter agrees to indemnify, defend, and hold Encore, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing alcoholic beverages at premises. Renter is required to purchase **Event Cancellation & Postponement Insurance** coverage policy through a third-party vendor such as www.ewedinsurance.com with minimum coverage in the event of losses, theft, rescheduling fees and generally unexpected emergencies.

RESTRICTED DECORATIONS AND ITEMS Use of the following is prohibited at Encore: Fire, confetti, balloons, decorations pinned or nailed to surfaces or walls, chocolate fountains, self-serve alcohol. Use of candles, banners, signs and posters to be approved by Encore before use. Outside caterers, which may be allowed at the sole discretion of Encore, must be preapproved and Encore reserves the right to deny certain menu items such as those containing sauces or colors that stain (such as Tandoori, Curry, dark sauces and dark gravies, purple yam or Taro, fish sauce or foods containing blood or blood sauces). In order to maintain clear communications for your event, we can only work with the person or entity which made the original reservation, and not third-party vendors.

SITE DECORATION Encore wants to make every event here a special and welcome experience. Therefore, every effort will be made to allow renter to prepare decorations reflecting their creative requirements. No nails, screws, staples or penetrating items should be used on our walls or fixtures. Any tape or gummed backing materials must be properly removed. Encore will be in a clean condition prior to your event. Within two (2) hours following the event, you are required to return the space to the same clean condition in which it was found unless a cleaning fee has been agreed to.

CONDUCT There is absolutely no drug use or smoking of any kind tolerated on premises or loitering outside of the building. Renter and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of Encore staff shall be immediately brought to renter's attention. Should conduct not be corrected or rectified in a satisfactory manner it shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of fees shall be made.