

Notes / Terms

Ayva Center / 9PM Terms and Conditions, please read carefully before making your payment and docs signing. By making your payment in person or online and docs signing, you agree to all the following terms and conditions. Any changes to the following terms and conditions must be mentioned in the booking agreement.

I - Booking Your Date

All contracts must be reviewed and approved by one of Ayva Center / 9PM executives, and the client. No Sales Agent has the actual or apparent authority to bind Ayva Center or to change these terms and conditions. This agreement becomes fully valid and binding once the client makes the initial non-refundable payment. The client agrees to all these terms and conditions. Making the payment is the client's consent to these terms and conditions. After making the payment, there will be a 72-hour waiting period for every contract to become final and fully valid. Both Ayva Center / 9PM and the client reserves the right to cancel this booking within this 72 hours waiting period for any reason.

II - Deposits

A minimum of a 50% non-refundable deposit is required to reserve any date (Only refundable for 72 hours from the time that you make your deposit). The deposit is considered earned once paid as Ayva Center / 9PM is agreeing to reserve a date and requiring it to turn down future potential business that would conflict with your contract and your date. The initial deposit is considered a material part of the contract. The contracts with no deposits are not valid, and we cannot hold any dates based on any verbal agreements. Once you pay your initial deposit, your booking agreement will be set on a monthly payment plan, and you agree to make your minimum monthly payment not later than the 15th of every month. Additional deposits may be required to secure other services and vendors. Non-payment and late payment may result in the cancelation of this agreement with or without notice. You acknowledge and agree that our acceptance of late payments does not waive

our right of Cancellation and agree to indemnify and hold us harmless from any damages that may result from a cancellation that occurs due to your failure to make timely payments as per this Paragraph. A minimum of 10% refundable security deposit is added to all the contracts. All the additional charges will be deducted from this deposit. The remaining balance of this security deposit will be refunded within 10 business days after your event.

III - Future Payments

Full payment on all services, packages, and room rental is required at least 30 days before the event. We reserve the right to cancel any function if the full payment is not paid at least 30 days before the event. You agree that you will forfeit the entire amount you have prepaid and deposited as liquidated damages if we cancel because you have not paid in full not later than 30 days before your event. You expressly waive all damages, at law, and inequity, as related to any such cancellation, and you agree to indemnify and hold us harmless from any related damages, at law, and in equity. All payments must be paid at Ayva Center / 9PM or once you receive your invoice made payable to Ayva Center. We are not responsible for any payments made to vendors, agents, individuals, or any other company as related to your event. Always ask for your receipts when you make payments at Ayva Center.

IV - Credit Card Payments

Our rates and prices are based on cash payments. Credit card payments are subject to a 5% Credit card payment processing fee.

V - Remaining Balance

Payments made within the 30 days must be paid in the form of CASH OR CERTIFIED FUNDS ONLY. Additions and upgrades made within 30 to 10 days before your event can be paid for by cash, personal checks, cashier's checks, money orders, and credit cards. We do not take any type of personal checks within ten days before your event.

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VI - Hall Rental Fee

Ayva Center / 9PM requires hall rental fees for all the functions. Any payment for the hall rental will be non-refundable if there is a cancellation. Hall rental fees are waived for booking agreements that are paid in full that are set on package prices charged per person, which the total equals or exceeds the hall rental fee or the minimum expenditure. In the event of a cancellation by you, you agree that you will forfeit the entire amount you have prepaid and deposited as liquidated damages to compensate for our detrimental reliance. You expressly waive all damages, at law, and inequity, as related to any such cancellation, and you agree to indemnify and hold us harmless from any related damages, at law and in equity.

VII - Cancellations by the Client

Ayva Center LLC. reserves the right, on a case by case basis, to consider making a full or partial refund of the funds you have paid to AYVA Center as fees and deposits. A refund by Ayva Center LLC of any amount will not act as a waiver of Ayva Center's rights and remedies under this Contract. In no event will Ayva Center LLC. consider making such a refund unless Ayva Center LLC. has been able to fill your previously reserved date with a new Client that is compensating Ayva Center / 9PM at least as much as you were compensating Ayva Center / 9PM any such refunds are at Ayva Center's sole discretion on a case by case basis. As you have already agreed that you will forfeit the entire amount you have prepaid and deposited as liquidated damages to compensate for our detrimental reliance. You expressly waive all damages, at law and in equity, as related to any such cancellation, and you agree to indemnify and hold us harmless from any and all related damages, at law and in equity.

VIII - Contract Transfer

For and in consideration of a \$500 transfer fee, Ayva Center / 9PM will consider a reasonable request to transfer your booking agreement to a new Party, however Ayva Center LLC. reserves the right to turn down any transfer request if Ayva Center / 9PM, in its sole discretion, is not comfortable with the

proposed new client. In the rare occasion that Ayva Center / 9PM turns down a transfer request, Ayva Center / 9PM will refund the \$500 transfer fee. Notwithstanding any other paragraph in these Terms and Conditions, this is the ONLY FEE that Ayva Center / 9PM will refund and only in the event that Ayva Center / 9PM turns down a transfer request.

IX - Date Change

Date changes are allowed 90 days before your event date only. You will be responsible to pay in full for the function that you have booked if you decide to change the date within 90 days before your event. You agree to pay to Ayva Center LLC. a Date change fee equal to 35% of your contract price in the event that you request and Ayva Center / 9PM agrees to change the date you have already booked. This date change fee shall be in addition to all other agreed-upon fees and deposits and shall be due no later than 72 hours after the request is agreed upon by Ayva Center / 9PM, or the date will not be changed.

X-Additions and Upgrades

All additions and upgrades to your contract must be submitted at least 30 days before your event.

XI - Check List & Food Tasting

All bookings require a final checklist 30 days before your event date for room set up, catering, decoration colors, and so on. The final checklist will include the final layout of the floor plan that can not be changed anymore after your checklist is done. Any floor plan changes and alterations on the day of the event will be charged at a minimum of \$250 per hour.

XII - Alcoholic and Mixed Drinks

Ayva Center is a TABC Licensed facility. All alcoholic drinks such as beer, wine, and liquor must be purchased and served by Ayva Center.

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XIII - Outside Catering

We do allow outside catering only when you book a package or book our full-service room rental. Your caterer needs to be insured. Outside catering is also allowed for festivals and some public events for a minimum fee of \$500. Supervised kitchen use for the purpose of serving the food only is \$1000. We don't offer kitchen use for prep or cooking.

XIV - Outside Vendors

All the outside vendors hired by the client need to be insured and need to complete our registration form on our websites not later than 10 business days before your event. Ayva Center must approve all vendors. We reserve the right to reject any vendor at any time.

XV- Security Guards

We require a security guard officer for every 150 guests for functions that involve serving alcohol. You may hire security guards through Ayva Center LLC. For the security of your guests, even for the functions that do not include alcoholic drinks.

XVI - Parking

We offer complimentary supervised parking for all the receptions, banquets, and private events. All other public events shows and concerts will be managed by our valet parking company. The parking fees range from \$10 to \$25 per car. All employees, vendors, and utility trucks must park in designated parking areas. The client is responsible for informing his or her vendors or staff about the parking arrangements. Promoters who are promoting public events will receive one VIP parking space for every 250 attendees.

XVII - Issues During Your Event

We do our best to deliver everything that is listed on your booking agreement, but errors could happen. It is your responsibility to do a final checklist with Ayva Center's banquet manager at least one hour before the event starting time. During that checklist, you need to bring to his or her attention any missing items that are not on the checklist or if you see any other problems. If you notice any problems during the event, you need to notify

the staff and the banquet manager right away. We ask you to allow 15 to 20 minutes for our staff to take care of any issues. We would not issue credit or refunds if you chose to mention the problems after your function or the next day. By mentioning the problem during your event, we will have a chance to correct the problem. Additions and add ons during your event will be charged at our regular rates. For the last minutes additions, you must have a valid credit card on file with us. We reserve the right to charge all the additional charges to your credit card on file.

XVIII - Breakdown

All the final break downs including decoration, catering, sound, video, lighting and etc. must be done within your rental period time. The client may be charged additional fees for extra hours needed to remove everything. Additional hours that are not paid for will be deducted from the client's security deposit.

XIX - Surveillance, Photo, and Video

Ayva Center / 9PM reserves the right to photograph or video any function at any time for any reason (mainly for security reasons). The pictures and videos will not be sold or distributed for any reason.

XX - Ayva Center's Property Damage

The client will be fully responsible for any damages caused to any property before and during the function. Ayva Center LLC. may require either the repair cost or the replacement value for any damaged property.

XXI - Client's and Other Vendor's Property

Ayva Center / 9PM is not responsible for any equipment, decorations, and personal belongings that are left at the facility before, during, or after the event by the client or any vendors in regards to your event.

Initial: _____

XXII - Act of God, Natural Disasters, Act of terrorism and Pandemics

Ayva Center / 9PM will not be responsible for natural disasters, out of control consequences, acts of God, pandemics, disaster situations, and acts of terrorism that will create a situation for the client and its guests not to be able to attend the event. If Ayva Center is accessible and operational, we will not issue any credit or refund. We will try our best to change your date and honor your contract at no additional charge. If Ayva Center is not accessible and operational, we may or may not approve a full or partial refund that could be paid within 12 to 36 months, depending on the severity of the situation. Ayva center will not be held responsible for paying any attorney fees, legal fees, and interest during this time. We encourage our clients to insure their events and purchase enough coverage to cover all their expenses if these situations occur.

XXIII - Cancellations by Ayva Center

Should it become necessary for Ayva Center / 9PM to cancel your event and terminate this contract due to unanticipated circumstances and beyond the reasonable control of Ayva Center / 9PM, then Ayva Center / 9PM will consider:

A- Date Change

B- Relocating your function to a different location with your written agreement and approval. Ayva Center / 9PM will find and pay for another place to accommodate your event and will provide the same package if your contract involves a package.

C- Refunding your full purchase price, which is your deposit, and any other payments that you have paid toward your function. In no event shall this paragraph be applied to cancellations made pursuant to other paragraphs in this Agreement that are contemplated elsewhere in this agreement. This refund consideration is limited to an unforeseen circumstance that Ayva Center / 9PM. did not anticipate, and that is not covered elsewhere in this Agreement. You agree to accept a refund offered by Ayva Center / 9PM. as liquidated damages. Ayva

Center's delivery of a refund of your deposits, fees, and monies that you have paid to Ayva Center / 9PM. shall be considered a full accord and satisfaction of any and all disputes, whether you chose to cash and deposit said refund or not. By consenting to this agreement, you expressly agree that a full refund of funds paid to Ayva Center for any reason will fully compensate you for all damages, seen or unforeseen, at law and in equity. You expressly agree to this damages limitation, and you are expressly waiving all causes of action, claims, and damage requests you could make against Ayva Center / 9PM. as related to a cancellation so long as Ayva Center / 9PM. returns the money that you paid to Ayva Center / 9PM—related to your event. You agree that you are solely responsible for arrangements you have made with outside vendors and costs you have incurred with outside parties as related to your event. Ayva Center / 9PM reserves the right to pay your full or partial refund within 12 months to 36 months from the date of your function.

XXIV – Public Events, Shows and Concerts

Ayva Center / 9PM. reserves the right to review and confirm the entertainment or artist contract for live concerts and any large public events.

- 1- The client can purchase discounted pre-sale wine or liquor bottles before the event only. There will be no discount available during the event.
- 2- The client shall purchase up to 3 liquor bottles for their artist at the wholesale price from Ayva Center / 9PM.
- 3- The client is responsible for controlling tickets, entrance, exits, crowd control, VIP sections, and backstage.
- 4- Ayva Center / 9PM staff will check for IDs, and the people count in the facility.
- 5- Use of load speakers in the parking area is not allowed.
- 6- Posting flyers and posters on walls inside and outside the facility is not allowed.

Initial: _____

XXV – Ticket Sales

Client must provide Ayva Center / 9PM with a complete report of pre-sale tickets at least 5 hours, before the event and the final report of the ticket sales at the end of the event.

XXVI - Terms and Conditions

These Terms and Conditions are required and are not subject to change once executed, nor are the terms and conditions of your event contract. However, facility rules, policies, rates, and prices are subject to change at any time without notice, and you agree to bear the said risk.

Notwithstanding anything in this paragraph to the contrary, in no event shall any rates or prices vary from what is agreed upon in your Event Contract.

XXVII - Consent

By making a payment toward this agreement that is sent to your e-mail, you agree that you have had an opportunity to read and understand these Terms and Conditions. You also represent and acknowledge that you have had the opportunity to review the same with a lawyer of your choosing. You represent that you have the authority to execute and bind yourself to this Agreement and that you will be bound by the Terms and Conditions herein. You are agreeing that each term and condition herein is based upon a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. In case of a legal dispute, I "The Client" will be responsible for paying all Ayva Center / 9PM all the legal expenses, including attorney fees, regardless of the outcome or decision of the court.

I hereby verify that I acknowledge that by making my non-refundable payment here that I have carefully reviewed and understood all the terms and conditions listed above.

Client's Full Name: _____

E-mail: _____

Signature: _____

Date: _____

We appreciate your business very
much!