

# Basking Ridge Terms & Conditions

THESE ARE THE STANDARD TERMS AND CONDITIONS. ALL WORK UNDERTAKEN BY BASKING RIDGE SHALL BE ON THESE TERMS UNLESS SPECIFICALLY VARIED IN WRITING AND AGREED TO BY BOTH PARTIES PRIOR TO THE EVENT.

## **PAYMENT SCHEDULE**

ALL OF OUR PICNICS REQUIRE A 50% RETAINER THAT IS **NON-REFUNDABLE** AND DUE AT THE TIME OF BOOKING YOUR PICNIC. THIS RETAINER SECURES THE DATE. THE REMAINING NON-REFUNDABLE BALANCE MUST BE PAID TEN (10) DAYS PRIOR TO THE DATE. IF YOUR PICNIC IS BOOKED LESS THAN 7 DAYS BEFORE THE DATE THEN FULL PAYMENT IS REQUIRED AT BOOKING. PAYMENT MAY BE MADE BY VENMO, CASHAPP OR CREDIT CARD (2.9% ADDITIONAL FEE APPLIES WITH CREDIT CARD).

## **BOOKINGS**

NO BOOKING WILL BE HELD UNLESS PAYMENT OF 50% RETAINER IS RECEIVED.

## **RESCHEDULING**

IN THE EVENT OF BAD WEATHER, PICNIC ESCAPE MAY BE RESCHEDULED AT ANY AVAILABLE DATE WITHIN THE FOLLOWING 3 MONTHS.

IF YOU WISH TO RESCHEDULE DUE TO ANY CIRCUMSTANCE, OTHER THAN BAD WEATHER, YOU MUST PROVIDE A MINIMUM OF 72 HOURS NOTICE. PICNIC ESCAPE MAY BE RESCHEDULED AT ANY AVAILABLE DATE WITHIN THE FOLLOWING 3 MONTHS.

## **EQUIPMENT**

ALL PICNIC EQUIPMENT BELONGS TO BASKING RIDGE AND IS TO BE RETURNED IN THE SAME CONDITION AS YOU FOUND IT. ANY LOSS OR DAMAGE TO THE EQUIPMENT WILL BE CHARGED TO YOU . STAINS TO LINEN AND EQUIPMENT WILL BE CLEANED AND MAY RESULT IN DRY CLEANING OR PROFESSIONAL CLEANING CHARGES. A CREDIT CARD MUST REMAIN ON FILE TO COVER ANY LOSS OF OR DAMAGES TO ITEMS CAUSED BY YOU.

## **GIFT VOUCHERS**

ALL GIFT VOUCHERS ARE VALID FOR 1 YEAR. NO EXTENSIONS ARE AVAILABLE, AND VOUCHERS ARE NOT REDEEMABLE FOR CASH.

## **GRAZING BOXES**

ALL GRAZING BOXES ARE SUBJECT TO CHANGE, DEPENDING ON SEASONAL PRODUCE AVAILABILITY. ALL BOXES ARE EQUALLY DELICIOUS AND GOURMET.

## **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

YOU HEREBY AGREE TO INDEMNIFY AND HOLD BASKING RIDGE AND ITS MEMBER, MANAGERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS HARMLESS OF AND FROM ANY AND ALL COSTS, EXPENSES, ATTORNEYS' FEES, SUITS, LIABILITIES, DEMANDS, LOSSES, PENALTIES, DAMAGES OR CLAIMS FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, THOSE ARISING OUT OF ANY INJURY OR DEATH TO ANY PERSON OR LOSS OR DAMAGE TO ANY PROPERTY OF ANY KIND WHATSOEVER, IN ANY WAY RELATING

TO ARISING FROM THE PROVISION OF THE PICNIC ESCAPE.

**FAILURE TO PERFORM SERVICES**

IN THE EVENT BASKING RIDGE CANNOT OR WILL NOT PERFORM ITS OBLIGATIONS, IT WILL IMMEDIATELY GIVE NOTICE TO YOU AND ISSUE A REFUND FOR PRIOR PAYMENTS AND EXCUSE YOU OF ANY FUTURE PAYMENT OBLIGATIONS.

**LIMITATION OF LIABILITY**

YOU AGREE THAT IN ANY ACTION OR ARBITRATION AGAINST BASKING RIDGE ARISING OUT OF OR RELATED TO THE USE OR OPERATION OF THE PROPERTY OF BASKING RIDGE THAT ITS LIABILITY SHALL BE LIMITED TO THE FEES PAID BY YOU. UNDER NO CIRCUMSTANCES SHALL BASKING RIDGE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, AND YOU HEREBY KNOWINGLY AND INTENTIONALLY WAIVE ALL SUCH CLAIMS AND RIGHTS OF RECOVERY AGAINST BASKING RIDGE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF PRODUCTION, DELAYS OR EXPENSE.

**WAIVER OF JURY TRIAL**

YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**GOVERNING LAW**

THE LAWS OF GEORGIA GOVERN ALL MATTERS ARISING OUT OF OR RELATING TO THE USE OF BASKING RIDGE'S PROPERTY.

LIKE ANY DESIRABLE LOCATION, WE DO GET FULLY BOOKED, SO OUR PICNICS ARE SUBJECT TO AVAILABILITY.