



## *Terms & Conditions*

### HD BEVERAGE (HD) | CANTINA CARAVAN (CC) POLICIES

- \* ONE BARTENDER FOR EVERY 75 GUESTS.
- \* HD BEVERAGE | CANTINA CARAVAN STAFF WILL ARRIVE AT THE VENUE 45 MINUTES TO 2 HOURS BEFORE THE EVENT START TIME DEPENDING ON THE SIZE OF THE EVENT.
- \* PLAN ON 30-90 MINUTES FOR CLEAN-UP TIME.
- \* TO ENSURE PROPER SERVICE, IT IS RECOMMENDED THAT CLIENTS INFORM THE HD | CC STAFF WHAT ALCOHOL AND MIXERS WILL BE SERVED AT THE EVENT AND IN WHAT QUANTITIES.
- \* BLACK LINENS WILL BE USED AT THE BACK BAR UNLESS OTHERWISE STATED.
- \* BARTENDERS WILL SET UP AND BREAK DOWN BARS.
- \* NO GUESTS OR CLIENTS WILL ASSIST BEHIND THE BAR.
- \* BARTENDERS WILL PUT OUT TIP JARS UNLESS REQUESTED OTHERWISE.
- \* ALL CANTINA CARAVAN BARTENDERS WILL DISPLAY A TIP JAR AT EACH EVENT. IF YOU PREFER NOT TO HAVE A TIP JAR PRESENT, THERE WILL BE A \$2/PERSON PER BARTENDER GRATUITY ADDED TO YOUR INVOICE.

### HD BEVERAGE | CANTINA CARAVAN BAR SERVICE POLICIES

HD BEVERAGE | CANTINA CARAVAN IS COMMITTED TO THE RESPONSIBLE SERVICE OF ALCOHOLIC BEVERAGES TO RESPONSIBLE CONSUMERS. WE ARE ALSO COMMITTED TO ACTIONS THAT WILL HELP REDUCE INCIDENTS INVOLVING ALCOHOL. ACCORDINGLY, ALL OF OUR STAFF ARE REQUIRED TO FOLLOW THE PROCEDURES LISTED BELOW.

- \* NO STAFF MEMBER WILL SERVE AN ALCOHOLIC BEVERAGE TO ANY PERSON UNDER 21 YEARS OF AGE OR TO ANY PERSON WHO IS VISIBLY INTOXICATED.
- \* IN ORDER TO BE SERVED AN ALCOHOLIC BEVERAGE, ANY GUEST WHO IS APPARENTLY UNDER 35 YEARS OF AGE IS REQUIRED TO PRESENT DOCUMENTATION THAT SHOWS HIM OR HER TO BE 21 YEARS OR OLDER. ACCEPTABLE IDENTIFICATION DOCUMENTATION IS A DRIVER'S LICENSE, STATE ID, US MILITARY ID, PASSPORT, AND PASSPORT CARD.
- \* NO "SHOTS" "ROCKS" OR "DOUBLES" WILL BE SERVED. ALL DRINKS ARE MEASURED ACCORDING TO HOUSE POLICY.



## BAR SERVICE POLICIES CONTINUED..

- \* NO "NEATS" WILL BE SERVED. ALL DRINKS MUST HAVE A MIXER UNLESS APPROVED BY THE VENUE.
- \* ALL ALCOHOLIC BEVERAGES MUST BE SERVED FROM BEHIND A TABLE OR BAR AND BY HD LIQUID CATERING AND HD BEVERAGE STAFF MEMBERS.
- \* GUESTS MAY NOT POUR THEIR OWN ALCOHOL AND OPEN BOTTLES OF ALCOHOLIC BEVERAGES MAY NOT BE PLACED ON TABLES.
- \* GUESTS ARE NOT PERMITTED TO BRING THEIR OWN ALCOHOLIC BEVERAGES WHEN HD I CC SUPPLIES THE ALCOHOL.
- \* NO STAFF MEMBER WILL SERVE SEVERAL DRINKS TO A GUEST DURING A SHORT INTERVAL.
- \* GUESTS WILL ONLY BE ALLOWED TO SERVE TWO DRINKS AT ONE TIME.
- \* ALL EMPLOYEES RECOGNIZE THAT VIOLATIONS OF THE LIQUOR CODE OR ANY ILLEGAL DRUG ACTIVITY WILL BE GROUNDS FOR IMMEDIATE DISMISSAL.

## RETAINER AND CANCELLATION POLICY

- \* A RETAINER OF 35% OF THE TOTAL INVOICE IS DUE WITH A SIGNED AND RETURNED INVOICE UNLESS OTHERWISE STATED. AN EVENT IS NOT CONSIDERED BOOKED UNTIL WE HAVE RECEIVED YOUR RETAINER AND THE RETAINER AMOUNT WILL BE CREDITED TO THE FINAL AMOUNT DUE.
- \* THE RETAINER IS NONREFUNDABLE. IF THE SCHEDULED EVENT IS CANCELED, WE WILL APPLY THE AMOUNT OF THE APPLICABLE RETAINER TO A FUTURE EVENT WITHIN ONE CALENDAR YEAR OF THE EVENT DATE. IF THE EVENT IS CANCELED MORE THAN ONCE, HD I CC HAS THE RIGHT TO CANCEL AND WILL RETAIN THE AMOUNTS BELOW BASED ON THE EVENT DATE.

A RETAINER OF 35% OF THE ESTIMATED TOTAL OF THE INVOICE IS DUE WITH A SIGNED AND RETURNED INVOICE UNLESS OTHERWISE STATED. IN THE EVENT THE SCHEDULED EVENT IS CANCELED, HD I CC WILL RETAIN THE FOLLOWING:

- \* MORE THAN 90 DAYS PRIOR TO THE EVENT: NO FEE, BUT RETAINER IS WITHHELD.
- \* LESS THAN 89 DAYS AND 31 DAYS PRIOR TO THE EVENT: 50% OF THE ORIGINAL ESTIMATED TOTAL.
- \* BETWEEN 30 DAYS TO 14 DAYS PRIOR TO THE EVENT: 75% OF THE ORIGINAL ESTIMATED TOTAL.
- \* 14 DAYS TO EVENT DATE: NO REFUND.



## BAD WEATHER POLICY

UNFORTUNATELY, DUE TO OUR ADVANCED BOOKING MODEL WE CAN NOT ACCOMMODATE RAIN DATES. THE CLIENT IS RESPONSIBLE FOR TENT COVER OF THE BAR IN THE EVENT OF INCLEMENT WEATHER. WE ARE HAPPY TO WORK WITH YOUR TENT VENDOR TO FIND THE APPROPRIATE SIZE TENT FOR YOUR EVENT.

## CANTINA CARAVAN TRAILER POLICIES

- \* THE TRAILER/BAR MUST BE POSITIONED ON A FLAT SURFACE (GRASS AND TURF IS ACCEPTABLE AS LONG AS IT IS FLAT).
- \* WE NEED ADEQUATE PARKING, LOADING AND ACCESS TO YOUR EVENT.
- \* WITH A SECURED RETAINER, CLIENT MUST PROVIDE A SITE MAP OF WHERE THE TRAILER RENTAL WILL BE LOCATED.
- \* CANTINA CARAVAN HAS THE RIGHT TO DO A SITE WALK THROUGH AND DETERMINE THE FINAL RENTAL LOCATION. WE WILL NOT DRIVE ON SOFT GRASS OR CEREMONY GROUNDS AND CANNOT DRIVE ANY OF OUR RENTALS OVER A CURB.

## PAYMENTS

- \* PAYMENT MUST BE MADE TO CANTINA CARAVAN. PLEASE PREARRANGE PAYMENT ARRANGEMENTS.
- \* PAYMENT CAN BE CREDIT/DEBIT, CHECK, PAYPAL, OR CASH. WE OFFER A 5% DISCOUNT IF YOU CHOOSE TO PAY BY CHECK.
- \* THE INVOICE TOTAL MUST BE PAID IN FULL SEVEN ( 7 ) DAYS BEFORE THE EVENT DATE, OR SERVICES ARE SUBJECT TO CANCELLATION. PAYMENT ADDRESS: 15944 MIDWAY RD, ADDISON, TX 75001.

## FINAL PAYMENT

- \* BALANCE IS DUE ONE WEEK BEFORE THE DATE OF THE EVENT UNLESS OTHERWISE STATED.
- \* IF ADDITIONAL CHARGES ARE INCURRED DURING THE EVENT, CANTINA CARAVAN WILL BILL YOU AT THE CONCLUSION OF THE EVENT.
- \* PAYMENT FOR ADDITIONAL CHARGES MUST BE SECURED WITH A CREDIT CARD.



## OUTSIDE BEVERAGES

- \* OUTSIDE BEVERAGES ARE DEFINED AS ALCOHOLIC BEVERAGES NOT BROUGHT IN OR UNDER THE CONTROL OF HD I CC AND ITS STAFF. UNLESS CC IS PROVIDING BARTENDER STAFFING ONLY,
- \* ALCOHOLIC BEVERAGES BROUGHT IN BY THE CLIENT OR A GUEST OF THE CLIENT ARE NOT PERMITTED.
- \* CLIENT OR GUEST MUST REMOVE OR DISPOSE OF BEVERAGE(S) IMMEDIATELY. IF OUTSIDE ALCOHOLIC BEVERAGE(S) CONTINUE TO BE ON-PREMISE, HD I CC RESERVES THE RIGHT TO CEASE ALCOHOL SERVICE. ONCE SERVICE IS CEASED, THE CLIENT FORFEITS ALL PAYMENTS AND DEPOSITS.

## GUARANTEED ATTENDANCE

- \* THE FINAL GUEST COUNT FOR AN EVENT IS WHEN IT BECOMES THE GUARANTEED NUMBER WHEN CALCULATING THE TOTAL AND THE AMOUNT DUE MUST BE RECEIVED TWO (2) WEEKS BEFORE THE EVENT.
- \* IF ATTENDANCE IS 10% MORE THAN THE GUARANTEED NUMBER, WE WILL MAKE EVERY EFFORT TO ACCOMMODATE YOUR GROUP. HOWEVER, WE CANNOT GUARANTEE THE AVAILABILITY OF ADDITIONAL ITEMS AS SPECIFIED IN THE ORIGINAL ORDER AND WILL SUBSTITUTE ACCORDINGLY.
- \* ADDITIONAL CHARGES MAY INCUR FOR EXTRA GUESTS. AFTER SEVEN (7) DAYS BEFORE THE EVENT, THE GUEST COUNT IS NOT SUBJECT TO REDUCTION, AS THE EVENT PRICING HAS BEEN NEGOTIATED IN RELIANCE ON THE ESTIMATED NUMBER OF GUESTS THE CLIENT FIRST PROVIDES; THEREFORE, SHOULD THE FINAL GUEST COUNT BE REDUCED BY 20%, PRICING SHALL BE SUBJECT TO AN INCREASE.

## PRODUCT AVAILABILITY

- \* HD I CC WILL DO OUR BEST TO ENSURE WE DO NOT RUN OUT OF PRODUCTS FOR AN EVENT.
- \* HOSTED BARS DO NOT MEAN UNLIMITED SELECTION AND AVAILABILITY. IN THE EVENT OF A PRODUCT BEING COMPLETELY CONSUMED, CC WILL HAVE ADEQUATE AMOUNTS OF OTHER PRODUCTS AVAILABLE.



## UNDERAGE DRINKING AND VISIBLE INTOXICATION

- \* HD I CC RESERVES THE RIGHT TO CARD AND/OR REFUSE ALCOHOL SERVICE AT ANY EVENT. PLEASE ADVISE YOUR GUESTS THAT IF THEY APPEAR TO BE UNDER THE AGE OF 35, THEY MAY BE ASKED TO PROVIDE THE PROPER IDENTIFICATION REQUIRED FOR PROOF OF THE LEGAL DRINKING AGE. WE RESERVE THE RIGHT TO CEASE BAR SERVICE AT ANY TIME DUE TO UNDERAGE DRINKING (UNDER 21), WITH NO REFUND OF DEPOSIT OR AMOUNTS PAID, REGARDLESS OF STATE LAWS ALLOWING MINORS (UNDER 21) TO CONSUME ALCOHOLIC BEVERAGES IN THE PRESENCE OF PARENTS OR LEGAL GUARDIANS.
- \* HD I CC ALSO RESERVES THE RIGHT TO DISCONTINUE ALCOHOL SERVICE TO INDIVIDUALS WHO IN OUR OPINION, ARE VISIBLY INTOXICATED. HD I CC WILL MAKE EVERY EFFORT TO BE TACTFUL AND RESPECTFUL WHEN CUTTING OFF GUESTS; YOUR SUPPORT AS CLIENT AND HOST IN THESE MATTERS IS ASSUMED. IF ALL EFFORTS TO DISCONTINUE ALCOHOL SERVICE TO GUESTS FAIL, THE CLIENT ACKNOWLEDGES THAT HD I CC WILL INVOLVE LAW ENFORCEMENT SHOULD INTOXICATED GUESTS THREATEN THE SAFETY OF THE PUBLIC OR TO THEMSELVES. ONCE SERVICE IS CEASED, CLIENT FORFEITS ALL PAYMENTS AND DEPOSITS.

## ADJUSTMENTS

- \* CLIENT SHALL NOTIFY HD I CC OF ANY MODIFICATIONS MADE TO THIS AGREEMENT NO LATER THAN FOURTEEN (14) DAYS BEFORE THE SCHEDULED DATE OF THE EVENT.
- \* ANY LATE REQUESTS FOR MODIFICATIONS TO THIS AGREEMENT WILL BE SUBJECT TO THE SOLE DISCRETION OF HD I CC, INCLUDING ALCOHOL SELECTIONS.

## SAFETY

- \* CLIENT SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE SAFETY OF AND PREVENTION OF DAMAGE TO PROPERTY ON OR ADJACENT TO THE EVENT SITE.
- \* CLIENT SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE SAFETY OF AND PREVENTION OF INJURIES TO PERSONS, INCLUDING CLIENT'S EMPLOYEES, HD I CC EMPLOYEES, AND THIRD-PERSONS, ON OR ADJACENT TO THE EVENT SITE.



## INDEMNITY

- \* CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS HD I CC FROM ANY AND ALL LIABILITY RESULTING FROM THE NEGLIGENCE OF CLIENT'S SERVANTS, REPRESENTATIVES, EMPLOYEES, PATRONS, AND GUESTS. CLIENT HEREBY AGREES THAT HD I CC SHALL LIMIT ITS LIABILITY TO THE DIRECT ACTS OF AND/OR OMISSIONS OF ITS AGENTS, SERVANTS, REPRESENTATIVES, AND EMPLOYEES WHILE IN THE COURSE AND SCOPE OF THEIR EMPLOYMENT.

## FORCE MAJEURE (GREATER FORCE)

- \* EVENT EXECUTION BY CANTINA CARAVAN MAY BE EXCUSED BY THE OCCURRENCE OF EVENTS BEYOND THE CONTROL OF THE PARTIES, INCLUDING UNAVOIDABLE TRAVEL INTERRUPTIONS, FLOOD OR OTHER WEATHER-RELATED EMERGENCY OR DISASTER, FIRE, STRIKES OR LABOR AND EMPLOYMENT DISPUTES, OR TERRORISM, EPIDEMIC OR PANDEMIC, PROVIDED THAT CANTINA CARAVAN PROVIDES NOTICE TO THE OTHER AS SOON AS REASONABLY POSSIBLE AFTER THE OCCURRENCE OF A FORCE MAJEURE EVENT.
- \* UPON THE DECLARATION OF A FORCE MAJEURE EVENT, CANTINA CARAVAN SHALL NOT BEAR LIABILITY. THE PARTIES AGREE TO WORK TOGETHER IN GOOD FAITH TO DISCUSS ALTERNATIVE DATES FOR THE EVENT.

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