

# The Funky Brewster Coffee Catering, Inc Terms of Service

#### COVID-19 & Illness: Assumption of Risk & Waiver of Liability

The Funky Brewster Coffee Catering is committed to doing everything we can to protect you, the client, as well as your event guests. To this extent, we follow the Center of Disease Control (CDC) and local health department guidelines with regard to social distancing practices in order to reduce the spread of COVID-19 and other illness.

The novel coronavirus, COVID-19, was declared a worldwide pandemic by the World Health Organization. **COVID-19** is extremely contagious. By agreeing to the Terms of Service, the client acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that they and their guests may be exposed to or infected with COVID-19 by having The Funky Brewster Coffee Catering at their event.

### Payment & Cancellation Policy

All estimates are built on a per event basis, and are valid only for the date, time, location and service specified. Unless prior arrangements have been made with and agreed to by The Funky Brewster, a 25% deposit is required in order to hold a date and confirm any event more than two weeks from the date of confirmation. A 50% deposit is required for weddings and private parties. Once confirmed, events cancelled 14 or more days prior to the scheduled event date are eligible to receive a full refund of the deposit amount, and events cancelled 7 or more days prior to the scheduled event date are eligible to receive a 50% refund of the deposit amount. The entire deposit amount is non-refundable for events cancelled with less than 7 days notice. Events cancelled within 24 hours of service will be responsible for the full deposit, as well as any food items that were ordered for their event. Food items that are purchased due to cancellation will be available for client pick-up at our Huntington Beach location within 48 hours of the original event start time.

Unless prior arrangements have been made with and agreed to by The Funky Brewster, final payment is due in full on or before the date of the event. We accept credit cards, checks, Zelle, Venmo or cash. Outstanding balances past due by 30 or more days are subject to a late payment fee of 3% of the total invoice. The late payment fee will increase by an additional 1% of the total invoice every 30 days thereafter, for as long as the balance remains past due.

#### **Custom/Special Orders**

Events that include custom and/or special order items, products or services may require an increased deposit amount. In the case of a cancellation for events that include custom and/or special order items, products or services, the entire deposit amount is non-refundable, regardless of the amount of notice given.

## **Rescheduling Events**

All requests to reschedule an event are subject to our availability and a possible change in price. Once confirmed, requests to reschedule an event received 7 or more days prior to the original event date are eligible to retain 100% of the original deposit amount with the following conditions:

- 1. The rescheduled event must occur within 30 days of the original event date.
- 2. The deposit may not be transferred to an existing event
- 3. The deposit may not be transferred to another client/account
- 4. Events can only be rescheduled once. Requests to reschedule an already rescheduled event forfeit the original deposit, and a new deposit will be required in order to confirm the event.

The entire deposit amount is non-refundable and non-transferable for events rescheduled with less than 7 days notice.

#### Changes to an Event

All requests to modify an event are subject to availability and a possible change in price. An additional fee may be charged for any changes requested with less than 14 days notice.

#### Inclement Weather/Natural Disasters

The Funky Brewster makes every attempt to serve your event during inclement conditions. If you (the client) choose to cancel or reschedule your event due to inclement weather or natural disasters, the standard cancellation/rescheduling policies will apply. The Funky Brewster reserves the right to postpone an event due to inclement conditions which present reasonable danger to clients, baristas or equipment. If The Funky Brewster chooses to postpone your event due to safety concerns, a full refund will be issued for any funds received in connection to that event.

The Funky Brewster reserves the right to terminate a contract without cause at any time prior to the event. Though extremely rare, If this right is exercised, a full refund will be issued for any funds received in connection to that event.