

## ***EVENTS AT HOME SERVICE AGREEMENT***

This Agreement is between [www.eventsathome.co](http://www.eventsathome.co) (the "Site") and the Site User. The Site User is collectively the Facility Owner (the "Lessor") and the Facility User (the "Lessee"). If this agreement refers to a specific party it will say "Lessee" or "Lessor".

Welcome to [www.eventsathome.co](http://www.eventsathome.co). The [www.eventsathome.co](http://www.eventsathome.co) website (the "Site") is comprised of various web pages operated by Events at Home, LLC ("Events at HOME"). [www.eventsathome.co](http://www.eventsathome.co) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). **Your use of [www.eventsathome.co](http://www.eventsathome.co) and our services constitutes your agreement to all such Terms in this Agreement. Please read these terms carefully, and keep a copy of them for your reference.**

### **Privacy**

Your use of [www.eventsathome.co](http://www.eventsathome.co) is subject to Events at HOME's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs Site Users of our data collection practices.

### **Terms and Conditions**

Your use of [www.eventsathome.co](http://www.eventsathome.co) is subject to Events at HOME's Terms and Conditions. Please review our Terms and Conditions, which also governs the Site and informs users of our terms and conditions to use the Site.

### **ACCOUNT CREATION**

In order for the Site User to list a Facility or rent out a Facility for an Event, the Site User will need to make an account on the Site. The Site does not collect the Site Users payment information for payment processing. For payment processing the Site User will link through the Site to a third-party site and must make an account with the payment processor [www.Stripe.com](http://www.Stripe.com) (the "Payment Processor"). The Payment Processor will hold the payment securely and the Site User will be subject to the privacy policy and all the Terms and Conditions of the Payment Processor.

In short, the Site will connect Site Users together and the Payment Processor will make sure payments are correctly.

After you find the Facility that you will be using you will be able to chat with the Lessor to walk through the Facility.

If you are a Lessor, you **must** upload accurate and complete pictures of the facility. If you do not upload accurate pictures we may hide your account from public view until you resolve the issue.

### **LISTING AND BOOKING**

After an account is created the Site User may list a facility or book a facility.

## **GRANT**

By using the service of listing a Facility on the Site, Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use Facility (the "Facility") for the Event (the "Event") to be held on the mutually agreed upon time allotted as available by Lessor on their account in the Site calendar and available, which is also selected and with initial payment made to the Payment Processor and scheduled in the Site calendar by the Lessee.

## **DATE/TIMES OF PERMITTED USE**

Access to the Facility for the Event will commence as mutually agreed on by the Lessee and the Lessor. Time of permitted use of the Facility shall be as purchased and mutually agreed on by the Lessor and Lessee within the Site. The Site does not set these times, these dates and times are mutually determined and agreed on by the Site Users.

## **RESTRICTIONS**

Lessor may place special rules or restrictions on the Facility which will be outlined on the Lessor's listing on the Site. These special restrictions on the Site must be followed at all times by the Lessee. Once the Lessee makes a payment for the Facility and receives a receipt the Lessor shall not be allowed to change or add more rules or restrictions for the Lessee to use the Facility.

## **PAYMENTS AND FEES: HOW TO PAY AND GET PAID**

The Lessee shall pay the rental fee ("Fee") to the Lessor to rent the Facility by paying the Payment Processor during the checkout process. The Payment Processor will hold the funds in escrow. The Lessor sets their own Fee for the Facility. The Site does not set the Fee to rent the Facility. The Fee will be held in Escrow by the Payment Processor until the day of the Event. On the day of the Event the entire Fee will be released to the Lessor. The Lessee recognizes that the entire fee must be paid before the Event for the Event to occur. If the entire Fee is not paid before the Event, the Lessor may choose to restrict the Lessee from accessing the Facility. The Lessee fully understands that it is the sole responsibility of the Lessee to pay all amounts due to rent the Facility before the Event. The Fee shall be paid in Three (3) payments leading up to the day of the Event and the Site will notify the Site User in the Site when each payment is due. All payments must be paid before the Event. If your payment is declined for any reason, we may contact you, if the issue goes unresolved, your event may be cancelled.

The Lessee shall also pay the Site a fee ("Site Fee") of ten percent (10%) of the total Aggregate Fee. The Site User acknowledges agrees and understand that The Site Fee is NON REFUNDABLE. To Repeat: The Site Fee is NON REFUNDABLE. The Site does not provide refunds on the Site Fee. The Site Fee shall be paid to the Site from the escrow account on the day of the Event.

The Lessee shall pay the Payment Processor a payment processing fee to process the payment owed to the Lessor and the Site. Do not hesitate to review the Payment Processors policies and terms and conditions on their website [www.stripe.com](http://www.stripe.com). The Site User agrees and understands that the Fee to the Payment Processor is NON REFUNDABLE by the Site. If the Site User wants a refund from the Payment Processor for the Payment Processing Fee the Site User will need to contact the Payment Processor.

## **INSURANCE**

The Site User acknowledges the importance of Event Insurance for an Event if anything should go wrong. The Site **STRONGLY RECOMMENDS AND URGES** the purchasing of Event Insurance by the Site User for the Event. The Site User agrees and acknowledges that it is the sole responsibility of the Site User to require or acquire Event Insurance for the Event.

## **INDEMNIFICATION**

Site User shall indemnify, defend and save harmless Events at HOME, the Site, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Site User, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Site User hereby releases the Site and Events at Home from any and all liability or responsibility to Site User or anyone claiming through or under Site User by way of subrogation or otherwise for any loss or damage to equipment or property of Site User covered by any insurance then in force.

## **EVENT AGREEMENTS**

The Site User may want to enter into a contract for an Event or Facility with another Site User, which is common for the rental of event facilities. The Site is not and makes no representation to be a law firm. The Site User fully understands and acknowledges that it is the sole responsibility of the Site User to enter into a legal agreement with another Site User for an Event or the use of a Facility. The Site User understands that the Site does not engage in the practice of law or legal services for the Site User, as the Site is not a Law Firm nor represents in any way to be a law firm or provide legal services. If a Site User wishes to enter into a contractual relationship with another Site User for the Event or use of a Facility, the Site User acknowledges and fully understands that it is outside of the scope of services that the Site provides.

## **DISCLAIMER AND WAIVING OF CLAIMS**

**THE SITE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY OF A FACILITY OR AS TO THE TRUSTWORTHINESS OR ANY SITE USER. THE USER USES THIS SITE AT THEIR OWN PERIL AND ACCEPTS THE SERVICES PROVIDED IN THIS SITE "AS IS". THE SITE USER UNDERSTANDS THAT BY USING THE SERVICES PROVIDED BY THE SITE THAT THEY DO SO AT THEIR OWN RISK AND THE SITE USER FROM THE BEGINNING OF TIME UNTIL THE END OF TIME WAIVES ANY AND ALL CLAIMS OR ACTIONS OR ANY POTENTIAL CLAIMS OR ACTIONS THE SITE USER MAY HAVE AGAINST THE SITE OR EVENTS AT HOME OR ANY OF ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS OR ASSIGNS AND THE SITE USER WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO BRING A CAUSE OF ACTION OR HAVE ANOTHER BRING A CAUSE OF ACTION ON THE BEHALF OF THE SITE USER.**

## **TERMINATION**

The Site reserves the right to terminate this Agreement at any time for any reason. The Site may cancel and delete the Site User for any reason whatsoever. The Site may also immediately sever ties with the Site User and cancel an Event for the following reasons:

- A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;
- B. Site User fails to perform any of its covenants hereunder.
- C. The Site feels that it is appropriate to sever ties with the Site User, due to the Site User being a bad Site User.
- D. If the Site thinks for any reason whatsoever that the Site User is not a real human, is a fraud or perpetrating a fraud, breaking any laws, harming people or is dangerous.

## **INTERFERENCE**

Lessee shall use the Facility in a manner which shall not cause interference with the use or occupancy of the other portions of the Building by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the Building.

## **RESTORATION**

If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Lessee's exercise of its rights under this License, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor. The Site is not responsible or liable for any damage caused by a Site User or any damage caused at any Event by any person in the world.

## **DISPUTES**

Site Users MUST RESOLVE disputes between themselves. The Site is a platform which brings Site Users together and the Site is not a dispute resolution service. The Site User agrees and understands that the Site has no obligation whatsoever from the beginning of time until the end of time to resolve Site User disputes. The site particular circumstances and on a case by case basis may choose to help resolve a dispute, but has no obligation whatsoever to the Site User in resolving or attempting to resolve a dispute.

## **CANCELLATION AND REFUND**

The Lessee recognizes and fully understands that the Lessor is renting out a Facility to make money. When the Lessee books a time and date for an Event, that date is no longer open for the Lessor to promote and make money. As the date of the Event draws closer, it becomes significantly harder for a Lessor to rent out a Facility.

Each payment made by the Lessee shall be NON-REFUNDABLE after the payment is made. If the Event is cancelled by the Lessee, any payments that have not been made shall not be required to be paid; however, all payments which have been made up to that point in time shall be NON-REFUNDABLE and released to the Lessor and the Site from the Escrow Account.

The Site Fee paid to the Site is NON-REFUNDABLE in all cases. The Processing Fee charged by Stripe ([www.stripe.com](http://www.stripe.com)) is NON REFUNDABLE.

If the Lessor cancels the Event, the Fee due to the Lessor which was put into the Escrow account by the Lessee shall be paid back out of the Escrow account of the Payment Processor and to the Lessee, minus Payment Processor fees and the Site Fee.

The Site User acknowledges and understands that the Site reserves the right to withhold payments in the event of any dispute in which the Site feels that payments need to be withheld until resolution can be achieved.

### **TAXES**

ALL FEDERAL, STATE, LOCAL AND ANY OTHER TAXES IN THE UNIVERSE SHALL BE PAID FOR BY THE SITE USER. THE SITE DOES NOT PAY TAXES ON BEHALF OF THE SITE USER. IF THE SITE USER HAS TAXABLE INCOME THE PAYMENT PROCESSOR SHALL SEND THE SITE USER THE APPLICABLE TAX FORM AT THE END OF THE YEAR IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON THE PAYMENT PROCESSORS WEBSITE.

### **REGULATIONS AND LAWS**

The Site User is solely responsible for complying with any and all Federal, State, municipal and local zoning laws, regulations and ordinances. The Site User is solely responsible for complying with any and all applicable Federal, State, and Municipal and Local laws. The Site is not responsible for ensuring the Site User complies with any law of any kind or checking if the Site User is acting in compliance with any law of any kind.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Connecticut. If any portion of this Agreement is deemed unenforceable by a court of competent jurisdiction only the portion deemed unenforceable shall be severed from the Agreement and the rest of the Agreement shall remain in full force.

### **Changes to Terms**

Events at HOME reserves the right, in its sole discretion, to change the Terms under which [www.eventsathome.co](http://www.eventsathome.co) is offered. The most current version of the Terms will supersede all previous versions. Events at HOME encourages you to periodically review the Terms to stay informed of our updates.

## **Contact Us**

Events at HOME welcomes your questions or comments regarding the Terms:

Events at Home, LLC  
PO BOX 511  
Suffield, Connecticut 06078

Email Address:  
[support@eventsathome.co](mailto:support@eventsathome.co)

Telephone number: 860.837.3036

Effective as of March 04, 2019