

Nakshatra Resort, Kuniyar general terms and conditions must be accepted to hold an event. In terms client holding an event is referred as "Client" and Nakshatra Resort, Nakshatra Catering with management and staff collectively have been referred as "Nakshatra"

1. Services to be Provided:

"Client" must specify and both parties must agree in writing, regarding which services to engage "Nakshatra" including following and charges for all the services to be charged. Services and items not included in the contract are not inclusive unless specified in writing. All changes must be in writing:

A. # of guests attending the event. Additional charges per person charged for additional Guests come to attend the event then guaranteed number of guests.

B. Decorating the banquet hall including Tables, Chairs, Tablecloths, Napkins, Centerpieces etc.

C. Serving time and/ or delivering the agreed to menu items to event location

D. Timings of setup and breakdown

E. Agreed to menu items to be served as per final menu

F. Food to be served Buffet style, Family Style or Plated

G.. Breakdown and cleanup charges

H. Numbers of rooms required.

Number of staff members requested including servers and bartenders

Other additional services

2. Menu to be served:

"Client and "Nakshatra" must finalize and accept the menu to be served at the event and sign the menu paper." All changes and updates in the menu, must be in writing and accepted by both the parties.

"Nakshatra" reserves the right to make small changes to the menu only if key ingredients are unable to be sourced due to reasons beyond the control of both parties.

3. Consideration and Payment Terms:

In exchange for the specified service, the client shall pay the "Nakshatra", negotiated and agreed price per person or all inclusive price for the number of guests in attendance at the event, by Credit card or cash in advance. A nominal processing fees will be charged for payments made by credit card. A nonrefundable

deposit is required upon signing the contract. Deposit Amount shall be equivalent to 50% of the total amount.

Balance due as per the payment schedule before the event. If balance is not received one week before the event, venue may cancel the reservation and all deposits may forfeit.

Bills not paid in full by the date of the event are deemed overdue and will be assessed 1.5% interest charge, equivalent to 18% annually, further, if the patron fails to pay in a timely fashion and legal action is taken to recover any unpaid portion of the bill the patron is responsible for the "Nakshatra"'s

reasonable attorney's fees.

4. Number of guests Guarantee and charges:

Client agree to inform "Nakshatra" at least 7 days in advance as to a definite number granted in writing. Unfilled reservations WILL be billed.

"Nakshatra" will prepare for approximately 5% more of guaranteed guests. An additional per person charge will be added to extra guests showing up to the party or any additions made after final deadline in addition to the set price per guests.

5. Additional Services:

Client agrees to pay for any and all additional services requested by the client not included in the Contract. Any additional services requested shall be made by the client in writing and pay in advance for added services additionally and added services will not be part of the payment scheduled previously.

6. Outside vendor to work as an independent Contractor at the venue:

It is agreed that outside vendor or Caterer or food supplier shall perform the specified work as an independent contractor. The outside Caterer at Nakshatra Resort venue shall maintain his or her own independent business and must maintain their own insurance and workman comp and shall use their own water, electricity, tools, utensils and equipment etc. The Client will be fully responsible for after event cleanliness, and all liabilities, including food or damages caused by the outside caterer or its employees or associates.

7. Force Majeure:

It is expressly declared that the "Nakshatra" shall not be liable for failure to deliver due or attributable to breach, non performance or delay in performance obligation under any act of God, orders, ordinances, restrictions or regulations of the Government of Central or State, War, warlike conditions, hostilities, riots, civil, commotions, strikes, lockouts, labour trouble, lack of failure of source of supplies of raw materials, labour or power or fuel shortage, breakdown or repair or accidents in

the course of preparation, non availability of transports or any other cause or circumstances of whatsoever nature beyond the control of the Resort.

No refund will be given however the deposit may be adjusted to future event by the client.

8. Cancellation Policy:

All the cancellations must be notified in writing to the Resort. If the resort is informed of the event being cancelled, in part or completely, the confirmation/ booking deposit will need to be forfeited(not refunded) by the client to Nakshatra Resort, Kunihar. Also, In the event of cancellation of the function by

the Client, the cancellation fee will be charged by Nakshatra Resort to the client. No refund will be provided in any case. If the cancellation is done 60days or more before the date of event, 20% of the total amount will be charged to the client. If the cancellation is done 30days to 59days before the date of event, 50% of the total amount will be charged to the client. In case the cancellation is less than 30 days before the date of event "Nakshatra" is entitled to liquidated damages equivalent to 100 % of the total estimated charges for the cancelled function. "Nakshatra" for any damages, costs incurred, including, but not limited to, lost profits, the cost of any supplies purchased in anticipation of the event and for the contract price of the event. Should the deposit fee is insufficient to meet the cancellation fee amount, the client is liable to pay Nakshatra Resort the balance.

9. Insurance and Indemnification:

"Nakshatra" shall procure and maintain in full force and effect during the term of this Contract a general liability insurance policy, Client agrees to indemnify and hold harmless "Nakshatra" for any injury, damages, theft or loss of property (including without limitation, equipment, plates, utensils and motor vehicles) occurring at the event that is caused by guests attending the event.

10. Rules and Regulations:

Client and its guests shall hold the event in compliance with rules and regulations by the city, state and Central Government and will not indulge into any kind of illegal activity.

11. Assignment:

This Contract shall not be assignable by either party without the prior written consent of the other party. Subject to the foregoing limitation, this Contract shall

inure to the benefit of and be binding on the successors and assigns of the respective parties

12. Liquor liability sole responsibility of the client:

If an event is held at Nakshatra Resort or should the affair be held in a facility, where liquor is going to be served, all security and/or liquor consuming liabilities by Clients guests, will be sole responsibility of the "Client", including but not limited to how much guests can consume and client must guide their under 21 age guests that they must not consume alcohol and should not ask for alcoholic drinks from the bar. Client must also let their guests know that they must not share their alcohol with minors.

No outside alcohol will be allowed inside and client must make sure that client's guests do not bring outside alcohol in the facility and client and their guests attending the event must not take alcohol served by the facility outside the premises, and consuming alcohol in public place is against the law and

law enforcement may arrest anyone consuming alcohol outside the facility and Client must protect "Nakshatra" for all legal implications arising from such incidence and for It is client's responsibility to stop their guests from drinking in excess and beyond the legal limits. If Client or its guests act inappropriately or get drunk or for not conducting the event in an orderly manner. "Nakshatra" management may stop the event at its discretion, without any refund given back to the client,

If client is allowed to bring their own alcohol, Client will be 100% responsible for serving alcohol and for security and all liabilities, govt. regulations and licences regarding alcohol at the event.

13. Client's sole liability and responsibility to conduct the function in an orderly manner:

It is understood and agreed that the Client and their guests will conduct the function in an orderly manner and in compliance with all applicable law, ordinances and regulations. Client assume responsibility for any damages caused by their guests, invitee or any other person attending the function. If due to client's or their guests or their vendors negligence, any controlling authority including police or fire department arrive or are called in. Nakshatra would stop the party and additional 10% of total cost fine will be charged. No refunds will be issued to the client for stopping the event earlier. "Nakshatra" may stop the event without any refund given back to the client, if Client , their guests or their vendors act inappropriately or get drunk or for not conducting the event in an orderly manner.

14. Client's sole liability and responsibility to hold the event in an orderly manner:

It is understood and agreed that the Client and their guests will conduct the function in an orderly manner and in compliance with all applicable law, ordinances and regulations. Client assume responsibility to repair like new or replace all damages caused by their guests, invitee or any other person attending the function including furniture, decorations, utensils and plates etc.

It is a Client's responsibility and liability that client, their family members, their guests and vendors hold the event in an orderly manner including following:

- Conduct function in an orderly manner
- Stop Children attending the function from running around and jumping around.
- If someone spill something on the floor, if someone drop something on the floor, it can get slippery, which can cause minor or major injury.

- It is client's liability, if someone gets hurt for not conducting the function in an orderly manner.

15. Stage use liability will be sole responsibility and liability of the client at their own risk :

If client is requesting the stage and/ or is going to be using its surrounding area. Stage is provided in an as is condition and may not be appropriate for everyone to use it. It is client's sole responsibility to make sure that the stage is safely usable by them, their guests, vendors or anyone at Nakshatra facility in connection with the event.

Client must check that the stage is safe to be used by anyone who is going to be on the stage. Client will be solely responsible for using the stage by their guests or anyone attending the function, including but not limiting to someone falling from it, slipping from it, any injury caused due to use of stage or its surrounding area. Kids are not allowed to be on the stage unless accompanied by an adult. It is very dangerous for kids to be on the stage themselves and if they fall , it can cause a very serious injury leading up to death.

16. Liability for damage caused by client, their guests or their vendors: Client will be responsible for any damage caused inside the facility including ruining paint, damaging any property inside or around the premises including decorations,

furniture, tables, chairs, plants or any other belongings of "Nakshatra" or the premises.

Upon notifying the client regarding such damages. The client must address the issues within 7 days and get it repaired or repairs will be done by "Nakshatra" and client will be responsible for payment plus 25% added to administrative time and if premises need to be closed for repairs, then client will be responsible for lost business in addition to repairs.

Just to caution you. No tape, screws, nails or pins are allowed to be used on the walls or doors. Use of such items cause damage and host will be liable for fixing the damaged items and loss of business due to that.

Acceptance of contract by the Client and Payment schedule:

As a condition precedent of the agreement that the patron will pay deposit, computed above on the acceptance of this contract. The deposit is non-refundable and in the event of breach of contract by client, the "Nakshatra" may keep deposit and Client will be obligated to reimburse "Nakshatra" for any damage, costs incurred reason of breach thereof, including, but not limited to, lost profits, the cost of any supplies purchased in anticipation of the event and for the contract price of the event.

19. Warranty :

“Nakshatra” does not warranty that said premises are suitable for the purpose which they are intended as stated herein. No warranty, whether expressed or implied, is given as to the fitness of the premises for the particular use by “Client”

20. Menu selection:

All details of the menu and set up timings etc., will be on Menu page of the contract. If there is any change, it should be in writing only and must be approved by both the parties. No verbal approval will be valid.

21. Bar Rules:

You cannot order more than one drink at last call. Last call for events that run up to midnight is 11:30 PM.

Nakshatra reserves the right to refuse service to anyone regardless of the reason.

If Nakshatra has to call a cab to get a guest home, the cost of the cab will be charged to the CLIENT.

The host of the event will be contacted prior to any cab being called to offer options for getting the guest home safely.

The renter listed on the contract is responsible for ensuring that no one attending or participating in the event brings their own alcoholic beverages. GUESTS who violate this rule will be asked to leave the premise immediately, their alcohol confiscated, and the rental damage deposit forfeited.

Fees for bar service are due 3 weeks prior to the event.

A list of current drink prices can be provided to the renter upon contract signing but are subject to

change as alcohol prices may change from the time of contract to event .

22. Photography and Video footage:

Nakshatra Resort facility and its surrounding area is equipped with still and video cameras where appropriate, and sometimes other cameras are used to capture some photographs and videos of the event. “Nakshatra” may use footage of the party with or without guests, for marketing purposes at its own discretion. If you have an objection to it, please provide a written notice and have it signed by the Nakshatra management.

23. Liability of personal Property:

Client, their guests and vendors are responsible of keeping their belongings and valuables in their own possession. Nakshatra will not be responsible for any loss or damage to client's, their guest's or their vendor's property.

24. Property use/ Damage Guidelines:

Materials, posters, signs, or literature may not be affixed to any room wall. We invite you to bring in any favors or decorations that will make your event memorable with the following restrictions: Candle decorations must be votive, tea light or floating candles. Solid pillar candles may be used one per table. Taper candles are not allowed. Bridal tables may include the Unity candle.

The removal of decorative items brought in by you remains with you. We cannot be responsible for items left in the banquet rooms after the function end. Any damage to walls, floors, hotel equipment or furniture or loss of hotel equipment or equipment rented for the event is the sole responsibility of the client, company or individual and will be charged in accordance with the terms of this agreement.

25. Promotional considerations:

We have the right to review and approve any advertisements or promotional materials concerning your function, which specifically references the Nakshatra or any of its branches name or logo.

26. Attendance guarantee and pricing:

At initial time of booking an event, a guarantee attendees for the event are required and price is quoted accordingly. A final guaranteed attendee count no less than seven business days prior to the event is required. This count cannot be less than guarantee count given on initial time of booking an event, if number of count goes down then pricing will be adjusted higher to cover all the expenses.

27. Taxes and other govt. charges will be applicable as per the norms on the date of event.