

## TERMS AND CONDITIONS

### 1. EVENT CATERING TERMS:

#### A. PRICES AND SALES:

The total cost of the Hookah catering packages or hookah rentals will be determined by the amount of Hookahs or Packages ordered, plus applicable deposit.

#### B. SERVICE TIME:

The “Minimum Charge” of each package entitles you to 4 hours of service time (in addition to set up/breakdown time) If more than 4 hours of service time is needed or if your event will end after the agreed time , prior arrangements must be made, and Elite Hookah Service may assess and add surcharges per hour. As service time is based on your total minimum order, any changes to your order quantities may also affect your service time.

#### C. RESERVATIONS:

Catering Event reservation must be made at least 72 Hours in advance of the scheduled event through the event planner of Elite Hookah Service, by e-mail: [info@elitehookahservice.net](mailto:info@elitehookahservice.net) or online: [Elitehookahservice.net](http://Elitehookahservice.net). Any arrangements for Hookah Catering, Hookah Rental, or Fruit Bowls should be made through the Elite Hookah Service website.

#### D. CANCELLATIONS:

All cancellations must be made within 24 hours prior to the event day. Deposits are fully refundable if cancelled 2 days ahead of scheduled event. If the cancellation is made within 48 hours of the scheduled event date, the full deposit amount will be billed. If the cancellation is made the day of the event, the full bill agreed upon by both parties will be billed.

#### E. CHANGES:

You may request changes to the date, time and/or location of the Hookah catering event or to the menu items ordered, provided that your request is made at least 2 days in advance of the originally scheduled date. Due to Elite Hookah Service commitments to personnel, suppliers and other customers of Elite Hookah Service Catering & Rental, no changes may be made less than 2 days prior to the originally scheduled event date.

### 2. TERMS OF PAYMENT:

#### B. BALANCE DUE:

Final payment must be made on the day of reservation, by Zelle or Check.

### 3. REQUIREMENTS AND LAWS:

#### A. Minimum Age:

In compliance with United States Health Department, Elite Hookah Service will not serve any persons under the age of 18 (or older depending on jurisdiction). All participants are required to have a valid US ID.

## B. Tobacco:

1.1. WARNING: Smoking Shisha contains some amounts of nicotine (unless it's nicotine-free tobacco). Nicotine is an addictive chemical. Smoking Hookah can be hazardous to your health. The participant certifies the knowledge of tobacco products and their health effects as well as the client's responsibility for their guests/those participating in smoking at the client's event. The client will not hold liable Elite Hookah Service or any of its associates for the side effects of smoking tobacco or any other related issues.

1.2. Client will be responsible for providing own Tobacco and Coals. Elite Hookah Service does Not Sell Tobacco or coals. The Certified Hookah Tobacco and coals provided with your Hookah Catering and or Hookah Rental is provided Free of Charge, Courtesy of Elite Hookah Service.

1.3. Elite Hookah Services are designed to smoke Hookah Tobacco Only. Smoking any other substance in our Hookahs is strictly prohibited and will constitute as damage to Hookah and you will forfeit your Security Deposit. Clients assume the risk of any undesirable events, injuries, damages, or malfeasance resulting from the use of Elite Hookah Services in conjunction with any other substance besides hookah tobacco and will hold Elite Hookah Service harmless for such results.

## 4. INSURANCE AND INDEMNIFICATION REQUIREMENTS:

### A. RESPONSIBILITY:

You agree that Elite Hookah Service shall not be liable for any claims, losses, liabilities, or expenses relating to the event for any amount in excess of the fees paid by you to Elite Hookah Service pursuant to this Agreement, except to the extent finally judicially determined to have resulted from the gross negligence, bad faith, or intentional misconduct of Elite Hookah Service.

### B. WAIVER:

By purchasing or using hookah services from Elite Hookah Service, the client affirms that he/she and his/her guests are of legal age to consume tobacco in the jurisdiction in which the hookah services are provided. Client and client's guests hereby release, waive, discharge and covenant not to sue Elite Hookah Service, its officers, members, promoters, owners, employees, contractors or business partners from any and all liability, injuries, or any all other claims and damages as a result of purchasing or using hookah services from Elite Hookah Service. Furthermore, Client agrees to assume full responsibility for, and risk of, bodily injury, and death. Also assuming full responsibility for property damage to hookah equipment up to one-hundred fifty dollars (\$150.00) per hookah while using hookah services, property damage to any furniture up to five-hundred dollars (\$1,000.00) per piece of furniture at site of hookah services use/consumption. Additionally, Client agrees to surrender a government-issued identification card and credit card to be held as security until the end of your use/consumption of hookah services, at which time they will be returned and charged for your consumption/use only. In the event of property damage occurring as discussed above, Client agrees to permit Harra to charge Client for the maximum property damage amount as delineated above in addition to the cost of your consumption/use of hookah services.

## 5. LIMITATION OF LIABILITY

### A. EQUIPMENT FAILURE:

Client shall be responsible for, and reimburse Elite Hookah Service, for any and all damages to Elite Hookah Service equipment that results from clients, or Client's guests, invitees, agents, or associates 'negligence or willful misconduct at the event. Elite Hookah Service reserves the right to terminate all services during the event, if any activities or conditions are present that may cause damage to Elite Hookah Service's equipment.

## B. INSPECTION:

You acknowledge that you have examined the rented property prior to taking possession and that they are in good working condition, except for any defect specifically noted on this catering Agreement, and determined that it is suitable for Your needs.

## C. DISCLAIMER OF WARRANTIES:

We are not the manufacturer of the rented property nor are we the agent of the manufacturer and we make no warranty against interference, merchantability or fitness for any particular purpose. There is no warranty or representation that the rented property is not fit for your particular use, or that it is free from latent defects. There are no warranties which extend beyond the face of this agreement. We will not be responsible to You or to any third party for any loss, damage, or injury resulting from use of, or any failure of, the rented item. We will not be responsible for any defect or failure of the rented property unknown to us. Your sole remedy for any failure of, or defect in, the rented property is termination of the rental charges at the time of failure, provided that you notify us immediately of such failure.

## D. EQUIPMENT AND SUPPLIES:

The catering department does not sell, rent, or loan equipment or supplies. All catered events come complete with the necessary supplies and equipment. However, Client agrees, shall provide, or notify the event location of Elite Hookah Service's need for a minimum of two (2) unused and working standard AC power outlets, on independent circuits, and a source of running water to utilize for hookahs.

## 6. DELIVERY AND PICK-UP:

Delivery and pickup shall be at our convenience. We agree to have rented property set up and/or delivered by the agreed date and time. You grant us (our agents and employees) the right to enter your premises for the sole purpose of delivery, installation, service during the event, and pickup of our rented property.

## 7. MISCELLANEOUS:

This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior offers, negotiations and agreements. Only a written agreement executed by the parties shall modify this Agreement. If any provision of this Agreement is declared invalid, the remaining provisions shall remain in full force and effect. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

## ELITE HOOKAH SERVICE RENTAL TERMS:

All Hookah Rentals are subject to the following rental terms, which are in addition to and made a part of the above catering terms, which are incorporated by reference herein. Any rental terms in direct contradiction with catering terms will supersede catering terms with respect only to Hookah Rentals.

### 1. COMPLIANCE.

In compliance with United States Health Department, Hookah Guys will not serve any persons under the age of 18, or under the minimum age set by the local jurisdiction for the purchase of tobacco products.

### 2. RESPONSIBILITY.

If you would like to use your own products such as tobacco and coals, you will be responsible for everything that may affect your health. Elite Hookah Service does not sell Tobacco. The Tobacco and

Coals provided with your Hookah Rental are provided FREE of Charge with rental of hookah, and are courtesy of Elite Hookah Service.

### 3. PROHIBITED USE.

Our Hookahs are meant for smoking flavored hookah/shisha tobacco only! Smoking or adding any other substance in our Hookahs is strictly prohibited and will constitute as damage to Hookah and you will forfeit your Full Security Deposit. Clients assume the risk of any undesirable events, injuries, damages, or malfeasance resulting from the use of Elite Hookah Services in conjunction with any other substance besides hookah tobacco and will hold Elite Hookah Service harmless for such results. Each hookah will be inspected and tested at the Pick Up time.

### 4. DELIVERY.

Delivery of Hookah Rental will be made within one hour of requested time. All hookahs are examined prior to delivery for any damage. Security Deposit of one-hundred dollars (\$100.00) per hookah will be collected upon delivery. Delivery charges vary based on geographical location and demand.

### 5. PICKUP.

Pickup/Return of rented hookah will occur between the hours of 12:00pm and 2:00pm the next day. Client is responsible for ensuring that hookah and all rented hookah equipment is clean and in good condition prior to pickup time. Security Deposit will be fully refunded upon return of rented hookah equipment in clean and working order.