

# **TERMS AND CONDITIONS FOR USAGE**

### **Payment Terms**

Bank transfer, cash and personal cheques are accepted.

The "Fee Amount" deposit representing 50% of the rental fee is non-refundable and non-transferable.

Balance Payment – It is understood that the renters shall pay the full rental amount 5 working days prior to the scheduled event date.

### Extensions

If the usage time of the premises is extended, a fee of Rs.6000 / hour will be imposed.

#### Cancellations

Should you choose to cancel your event, your deposit is non-refundable and non-transferable. Cancellations must be in writing.

#### Use of Property

Rental of the site includes the use of the entire property. Events may take place or are allowed to be set up on the lawn area.

#### **Open Flame**

No cooking is allowed near the diesel generator and on the lawn area. Religious Poojas are allowed in the center courtyard. Fire extinguishers are placed by the main door, upstairs and the outdoor kitchen. Fireworks, sparklers or wishing lanterns may be used on the property near the main entrance gate only.

### Parking

Parking is limited to the Rajan Gardens Parking Lot and Dr. BP Rajan Road. Parking is not allowed on the lawn and in front of the mansion. Car parking attendants should be organized by the client for their guests if required.

### Valet Parking Services

The venue will not provide valet parking drivers. Valet parking services must be provided by the client to their guests.

### Smoking

No smoking is allowed inside the mansion. Smoking is only allowed outside the mansion.

#### Pets

Due to the nature of the historic building no pets of any kind are allowed inside Rajan Gardens



# **Alcohol Consumption**

Rajan Gardens will not pick-up or sell any alcoholic beverages – It is understood and agreed that the Customer may serve beverages containing alcohol (including but not limit to beer, wine, champagne, mixed-drinks with liquor, etc., by way of example) hereinafter called "Alcohol", upon the following terms and conditions:

1. Under NO circumstances shall Client(s) sell or attempt to sell any Alcohol to anyone.

2. Customer shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian.

3. Customer hereby agrees to use their best efforts to insure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.

4. Customer hereby expressly grants to Rajan Gardens, at Rajan Gardens' sole discretion and option, to instruct the security officer(s) to remove any person(s) from the Venue, if in the opinion of the Rajan Gardens representative in charge, the licensed and bonded Bartender and/or the security officer(s) the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.

5. Customer hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at Customer's function or event.

# **RESPONSIBILITY AND SECURITY**

Rajan Gardens does not accept any responsibility for damage to or loss of any articles or property left at Rajan Gardens prior to, during or after the event. The Customer(s) agrees to be responsible for any damage done to the Rajan Gardens Complex by the Customer(s), his guests, invitees, employees or other agents under the Customer(s) control. Further, Rajan Gardens shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer(s), or any of his guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Customer(s) to maintain the premises in a safe condition or arising from any other cause, The Customer(s), as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against Rajan Gardens for any such loss, damage, or injury of the Customer(s), and hereby agrees to indemnify and hold Rajan Gardens free and harmless from all liability of any such loss, damage or injury to to her persons, and from all costs and expenses arising there from, including but not limited to attorney fees.



# EXCUSE OF PERFORMANCE (Force Majeure)

The performance of this agreement by Rajan Gardens is subject to acts of God, war, government regulations or advisory, disaster, fire, accident or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of Rajan Gardens. Should the event be cancelled through a Force Majeure event, all fees paid by Customer to Rajan Gardens will be returned to Customer within thirty (30) days or Rajan Gardens will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

### INDEMNITY

Customer agrees to indemnify and hold harmless Rajan Gardens, its officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Customer, and Customer's guests, invitees, agents and sub-contractors.

### SEVERABILITY

Rajan Gardens is not responsible for any property left behind by Customer, Customer's guests, invitees, agents and sub-contractors. The Customer is responsible for any and all damages to Rajan Gardens Venues and surround site

### **RESERVATION OF RIGHTS**

Rajan Gardens reserves the right to cancel agreements for non-payment or for non-compliance with any of the Rules and Conditions of Usage set forth in the Agreement. The rights of Rajan Gardens as set-forth in this Agreement are in addition to any rights or remedies which may be available to Rajan Gardens at law or equity.

### JURISDICTION

The Parties agree that this Agreement will be governed by the laws of the State of Tamil Nadu, India. Customer agrees to pay reasonable attorney's fees incurred by Rajan Gardens associated with any breach of this Agreement.

#### CHILDREN

There have been times we have had guests at the complex whose children were not properly supervised. Children under the age of 18 are your complete responsibility. Please know where your children are at all times and make certain that they clearly understand The Rules.

### PLEASE RESPECT NATURE!

We would greatly appreciate it if people do not disturb plants, rocks, trees or other natural gifts. Please do not walk or step in flower beds.



# **CONTACT PERSON**

You must designate one individual as your Contact Person. This must not be someone heavily involved in the activities of the day, as they will be too busy to effectively communicate with our on-site coordinator should problems/concerns/questions arise. (When questions arise, do not designate any member of your bridal party, photographer, caterer, florist or musician as your liaison).

# **COURTESY PROTOCOL**

The Rajan Gardens reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

# **DELIVERIES / DELIVERY TRUCKS:**

There is a size limit to the height and length of vehicles entering the complex due to the damage inflicted to our trees. Please coordinate limits with us. We will need to know the delivery dates and times of any rentals, so we can meet them and show them where to drop their rentals.

# **ELECTRICAL OUTLETS**

All electrical outlets on the property are available for use at an event. The vendors are welcome to inspect the locations and numbers of outlets prior to booking.

### SIGNAGE

You may post your group's sign or hang balloons at the front entrance on Dr. BP Rajan Road and at the entrance of Rajan Gardens.

### SECURITY

Security guard/s will be present for all events (such as wedding receptions, fundraisers, wine tastings, corporate parties or receptions). This service is non-negotiable.

### SPEED LIMIT

The speed limit on the Rajan Gardens complex is 5 kmph and is strictly enforced for the safety of your guests.

# LOGISTICAL PLANS

The Rajan Gardens planning team must review and approve all proposed logistical plans for the use of the premises a minimum of forty eight (48) hours prior to an event.



# DECORATIONS

Only push-pins and drafting tape may be used to affix decorations and/or signs. Any other decorations, signage, electrical configurations or construction must be pre-approved by Rajan Gardens. Decorations may not be hung from light fixtures. All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made between the Customer(s) and the venue. Note – The only adhesive material allowed on the walls is drafting tape which will not damage surfaces. No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decoration must be freestanding. Nails and staples are not permitted at any location. ALL DECORATIONS MUST BE APPROVED BY RAJAN GARDENS.

# **GUESTS**

Please keep in mind when inviting Guests to your event, that you are inviting them to our home. We will expect visitors to conduct themselves in a mature, responsible and respectful manner.

# MUSIC AND ENTERTAINMENT

Due to the proximity of the Rajan Gardens to the local neighborhood, sound considerations are a concern. Although music (both live and recorded) is permitted, the music must be contained at an acceptable sound level so as not to disturb the local surrounding area. Any complaints from neighbors or other parties may require the levels to be reduced further. Rajan Gardens reserves the right to require Customer(s) to cease the music it deems inappropriate, in its sole discretion. Rajan Gardens also reserves the right to require the Customer(s) to lower the sound level or cease playing music, in its sole discretion. Note: Although we are situated on 2-acres, we are keenly aware that sound travels and do, therefore, make every attempt to be considerate of our neighbors' privacy.

# PHOTOGRAPHY

The many natural settings around Rajan Gardens were maintained and developed for the enjoyment of all events. We reserve the right for each Customer the opportunity to use any area of the complex for wedding/reception photograph sessions. All times for utilization of different areas at Rajan Gardens will be coordinated with the schedule for each venue's Customer.

# **RENTAL SPACE CHANGES**

Any contents or furniture movement must be pre-approved by Rajan Gardens. Placements of tables, tents, live music, catering equipment, etc., must also be approved by the Rajan Gardens planning staff.