

Cancellation Policy

April 5, 2024

Cancellation Policy

If Licensee desires to cancel the Event for any reason whatsoever, other than a Force Majeure Event, at any time following execution of this Agreement, Licensee shall provide prompt written notice by email to the email address specified on the Event Form for Club's Point of Contact.

Cancellations made sixty (60) days or more before the Event Date will not be subject to an additional penalty; provided, however, that Club will retain fifty percent (50%) of the License Fee and Licensee shall promptly reimburse Club for any amounts incurred by Club in reliance on and preparation for the Event.

Cancellations made fewer than sixty (60) days but more than seven (7) days before the Event Date will result in the following: (i) Club shall retain the License Fee in its entirety and any other amounts paid or owing to date, including all or any portion of the License Fee, and (ii) Licensee shall promptly reimburse Club for all amounts incurred by Club in reliance on and preparation for the Event which may include but are not limited to food and beverage costs, Enhancement costs, and administrative expenses.

Cancellations made seven (7) days or fewer prior to the Event Date will result in the following: Club shall retain the full value of each of License Fee, all food and beverage fees, and the Enhancement Fee. This includes all amounts Licensee has committed to paying Club at time of cancellation, including the full Food and Beverage Fee.

Separately, and notwithstanding the foregoing, Club reserves the right to cancel the Event and terminate this Agreement if Club becomes aware of information regarding Licensee or the Event that, in Club's discretion, (i) may cause embarrassment, ridicule, or disparagement to Club, by virtue of Club's possible association with Licensee or the Event, or (ii) that otherwise conflicts with Club's commitment to maintaining a family-friendly brand free from hate. In the event of termination for any of the foregoing reasons, Club will promptly refund all amounts paid by Licensee as of the termination date. If Licensee misled Club or misrepresented the nature of the Event, however, Club shall retain all amounts paid as liquidated damages.