

IN Sake Museum Venue Hire & Cancellation Policy

Welcome to the IN Sake Museum , operated by the **Japanese Heritage Sake & Spirits U.S. Association** (hereinafter referred to as the "Museum"). To preserve our historic heritage site, safeguard our collections, and clearly define mutual obligations, all individuals, entities, or organizations hiring the venue (the "Hirer") must strictly adhere to the following terms and regulations.

1. Payment Schedule & Booking Confirmation

- **Initial Booking Deposit:** A non-refundable booking deposit equal to **50% of the total venue hire fee** must be paid within **3 working days** of receiving your Venue Booking Confirmation. Dates are not held or reserved until this deposit is received; overdue invoices will result in the automated release of the date without prior notice.
- **Balance Payment:** The remaining **50% balance** is due in full no later than **14 days prior to the event date**. Failure to clear the balance on time entitles the Museum to unilaterally terminate the agreement, cancel the booking, and forfeit the initial deposit.

2. Security Deposit & Mandatory Insurance

- **Refundable Security Deposit:** At the time of final balance payment (14 days prior), a security deposit of **20% of the total hire fee (minimum \$1,000 USD)** is required. This deposit will be refunded in full within **7 working days** following a joint post-event inspection confirming no damage to structures or collections, timely exit, and complete trash removal.
- **Damages & Overages:** Costs for specialized cleaning, trash disposal, or property repairs will be deducted directly from this deposit. If damages exceed the deposit amount, the Hirer remains fully liable for the remaining balance.
- **Commercial Liability Insurance:** The Hirer must secure Commercial General Liability Insurance (covering public liability and property damage) of no less than **\$1,000,000 USD** at their own expense. A Certificate of Insurance (COI) naming the Museum as an **"Additional Insured"** must be submitted **14 days prior to the event**. Failure to provide a valid COI constitutes a same-day cancellation, and all fees paid will be forfeited.

3. Cancellation, Date Changes & Refunds

- All cancellation or date-change requests must be submitted in writing via email. Refund and penalty tiers are calculated strictly based on **how many days prior to the scheduled event date** the written notice is received:
- **60+ Days Notice:** Full refund of the deposit, subject to a **\$50 USD** administrative and processing fee.
- **31–59 Days Notice:** 50% refund of the deposit (25% of the total venue hire fee is retained).
- **15–30 Days Notice:** The 50% initial booking deposit is forfeited in full.
- **14 Days or Less Notice:** No fees will be refunded. The Hirer remains legally obligated to pay **100% of the total venue hire fee**, and any unpaid balances remain due immediately.
- *Note on Date Changes:* Any request to reschedule an event is legally treated as a cancellation of the original booking. Applicable cancellation fees will apply before a new booking request can be processed.

4. Force Majeure (Unforeseen Events)

- **Qualifying Events:** Neither party shall be liable for failure or delay in performance due to circumstances beyond their reasonable control, including earthquakes, active wildfires, severe regional storms, government evacuation mandates, public health emergencies, or sudden infrastructure failures such as prolonged utility power outages or mandatory rolling blackouts.
- **Remedies:** In the event of a forced closure due to a Force Majeure event, neither party is liable for secondary business losses or incidental damages (e.g., vendor costs). The Hirer may select either:
 - **(A)** A full refund of all payments made to date (including deposits).
 - **(B)** A one-time, complimentary date transfer to be executed within six (6) months of the original date, subject strictly to venue availability.

5. Timing, Logistics & Overtime

- **Rental Window:** The contracted period strictly includes all pre-event load-in, setup, decoration, post-event pack-down, and cleaning.
- **Overtime Fees:** Early entry or late exit without prior written approval will incur hourly overtime charges (with any fraction of an hour billed as a full hour), deducted directly from the security deposit. If unauthorized overtime disrupts subsequent venue bookings, the Hirer assumes full liability for all resulting losses.

6. Limitation of Liability & Property Care

- **Safekeeping:** All equipment, exhibits, decorations, cash, and personal valuables brought into the venue by the Hirer, vendors, or guests remain the sole responsibility of the Hirer.
- **Liability Waiver:** The Museum assumes no responsibility for the loss, theft, or damage of any outside property and is expressly waived from any related compensation claims.

7. Special Preservation & Immediate Termination

To ensure public safety and the preservation of irreplaceable cultural relics, the Museum reserves the right to **immediately terminate an event** and order an evacuation of the premises—with **absolutely no refunds**—if the Hirer engages in any of the following:

1. Unauthorized use of open flames, dry ice, flammable materials, high-decibel audio setups, or unapproved commercial filming/broadcasting.
2. Event activities or crowd sizes that jeopardize the safety of the collections or building structures, where the Hirer fails to immediately remedy the issue upon warning from Museum staff.

These terms take effect immediately upon the execution of the Venue Hire Agreement. The Museum reserves the right of final interpretation of these rules. In the event of legal action to enforce these terms, the prevailing party shall be entitled to recover reasonable attorney's fees and legal costs.

Sake Museum