



Customized Events, Ticketing, and Concierge Services

Terms and Conditions

Deposits and Payments

All payments to Top Draft Marketing LLC are non-refundable and no refunds or credit will be given for any reason including but not limited to the following: reductions in group size, unattended event by client/and or guests, and reservations cancelled due to failure of purchaser to comply with the terms and conditions listed herein.

An invoice will be sent out for 50% deposit of the overall price of the booking which must be paid within 15 days unless the booking is confirmed within 60 days of an event in which case the full amount must be paid immediately.

The balance of the overall price must be paid not less than 60 days before the date of the event.

Cancellation

In the event that Client cancels event booking by providing Top Draft with written notice of such cancellation or fails to make a required payment not less than (12) weeks prior to the date of the event, the cancellation fee payable shall be an amount equal to 50% of the total Contract price. Any cancellations whether via written notice cancelling the Contract received less than 12 weeks prior to the event or by failure to make a required payment by no later than 12 weeks prior to the event shall be in a breach of this Contract by Client and, accordingly, the full amount otherwise payable hereunder shall immediately be paid to Top Draft Marketing LLC.

Ticketing

Event information will be sent out approximately 2-3 weeks prior to customized event. Tickets, if applicable and included in specific package, will be provided on the day of the event unless prior arrangements have been made. Any tickets referenced are merely part of the customized event and Top Draft Marketing acts as an agent between Client and the original holder of the tickets and where arrangements are made to transfer tickets to a Client this will be within the ticket conditions laid down by the event organizers. If Top Draft Marketing is unable to fill Client's ticket order as specified, Top Draft will do the following: 1. comparable tickets will be provided; 2. tickets can be downgraded with a partial refund and or credit. It is understood that tickets are not used as an inducement to purchase customized event package.

Ticket only Deals and Tickets to a Customized Event

All sales are final. There are no refunds for lost or stolen tickets this also includes rain outs or wholly or partially cancelled events outside of Top Draft Marketing's control.

Top Draft Marketing LLC cannot guarantee adjacent seats for more than two (2) people.

Top Draft Marketing LLC reserves the right to cancel, at its sole option, any reservation.

If Top Draft Marketing LLC cancels reservations without cause attributable to client, a full refund will be remitted to the cancelled party.

Hotel Concierge Services and Event Venues

Top Draft Marketing LLC reserves the right to change/exchange hotel rooms or event venues of equal status and alter itinerary.

Guests must check into the hotel room on scheduled arrival day of package to avoid being considered a "no show".

If a guest is a "no show", Top Draft Marketing LLC is not responsible for providing any portions of package to the traveler or purchaser.

Indemnity

Client acknowledges that Top Draft Marketing LLC is acting as an independent intermediary for suppliers of goods and services, which are not directly supplied by this company such as hotel accommodations, transportation, meals, tours, event tickets and cruises and shall not be responsible for actions or omissions on the part of such suppliers, which result in any loss, damage, delays or injury to you or your travel companions or group members. Top Draft Marketing LLC shall not be responsible for any injuries, damages, or losses caused to any traveler in connection with terrorist activities, social or labor unrest, mechanical or construction difficulties, diseases, local laws, climactic conditions, and/or any other actions, omissions or conditions outside the company's control. By embarking upon his/her behalf, and agrees that restitution or damages, if any are claimed, shall be sought directly from the suppliers.

Limitation of Liability

Top Draft Marketing LLC merely acts as an agent between Client and the original holder of the tickets and Client agrees that the maximum liability Top Draft can incur for any claim, demand or action in any way related to this contract is the contract price agreed to by client.

Notice

Top Draft Marketing LLC is an independently owned and operated business. Any reference to specific events herein is made only for the clear identification and reference for potential clients of Top Draft Marketing LLC and reference to a specific event or use of photographs is not intended to imply nor should it be understood or assumed that Top Draft Marketing LLC is endorsed by, sponsored by, approved by, or otherwise affiliated with the organizers and/or sponsors of events referenced herein.

Notice Regarding Tickets

Top Draft Marketing LLC obtains tickets for events in various fashions and at various times. Top Draft Marketing LLC is not necessarily in physical possession of admission tickets at the time a booking is made or accepted. Through its resources and efforts Top Draft Marketing LLC is able to obtain tickets to events that have been sold out or are otherwise not easily available. Due to the efforts involved, all tickets are sold above face value.

Miscellaneous

This Contract shall be governed by and construed in accordance with the laws of Alameda County, California. All parties agree that, in any action by and between the parties which arises out of this Agreement, said action must be brought in Alameda County, California and the party against whom said action is brought hereby consents to such jurisdiction and venue.

In the event that either party shall retain an attorney or attorneys to collect or enforce or protect its interest with respect to this contract, the prevailing party shall be entitled to receive payment for all costs and expenses of such collection, enforcement or protection, including reasonable attorneys fees.