

Cancellation Policy



1. Cancellation Requirements and Refunds

All cancellations must be **submitted in writing to the OCBA Event Manager** and received by OCBA within the timeframes set forth below to be considered valid.

- ★ **Single-day rentals** must be canceled no fewer than **thirty (30) calendar days** prior to the scheduled event date.
- ★ **Multi-day rentals** must be canceled no fewer than **sixty (60) calendar days** prior to the first scheduled event date.

If a cancellation is received within the applicable timeframe, the Client shall be entitled to a refund of all amounts paid **less the non-refundable booking fee**.

Cancellations received **after the applicable cancellation deadline** shall result in **forfeiture of all amounts paid**, and the Client shall not be entitled to any refund or credit, regardless of the reason for cancellation.

2. Booking Fee – Non-Refundable

For purposes of this Agreement, the **booking fee** is defined as **fifty percent (50%) of the total contracted rental rate**. The booking fee is **non-refundable under all circumstances**, including but not limited to timely cancellation, force majeure, or any other cause beyond the Client's control.

The booking fee is agreed to be reasonable and is intended to compensate OCBA for administrative costs, reservation of the event date(s), and business opportunities declined or lost as a result of entering into this Agreement.

3. Force Majeure

Neither party shall be deemed in breach of this Agreement for failure or delay in the performance of its obligations where such failure or delay is caused by events beyond the reasonable control of the affected party, including but not limited to acts of God; strikes or labor disputes; war; acts of terrorism (including acts of domestic terrorism that materially prevent travel); fire; riot or civil unrest; hurricanes, earthquakes, or other natural disasters; pandemics or public health emergencies; governmental orders or actions (federal, state, or local); or the unavailability or interruption of utilities or power (each, a "Force Majeure Event").

If a Force Majeure Event materially prevents performance of the event as contemplated by this Agreement, either party may terminate this Agreement upon written notice to the other party, or, upon mutual written agreement of the parties, the event may be rescheduled to a mutually acceptable date, subject to availability.

Termination or rescheduling pursuant to this Section shall not constitute a breach of this Agreement. **Notwithstanding the foregoing, the booking fee, as defined in this Agreement, shall remain non-refundable under all circumstances, including termination or rescheduling due to a Force Majeure Event.** Any additional amounts paid by the Client in excess of the non-refundable booking fee shall be refunded or credited, if applicable, in accordance with the cancellation and refund provisions set forth elsewhere in this Agreement.

4. Damage to Premises; Indemnification

The Client shall be fully responsible for, and shall promptly reimburse, the Orange County Bar Association ("OCBA") for any loss of or damage to the premises, furnishings, fixtures, equipment, or other property caused by the Client or by the Client's agents, contractors, vendors, invitees, or guests, including without limitation any damage caused by food and beverage providers or other third-party service providers.

To the fullest extent permitted by law, the Client agrees to **indemnify, defend, and hold harmless** OCBA, its officers, directors, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (i) damage to the premises or property, or (ii) the acts or omissions of the Client or the Client's agents, contractors, vendors, invitees, or guests, except to the extent caused by OCBA's gross negligence or willful misconduct.

No items may be nailed, screwed, pinned, tacked, taped, glued, or otherwise affixed to any wall, door, ceiling, podium, or other surface without OCBA's prior written approval. Any unauthorized alterations or attachments shall be deemed damage for which the Client shall be responsible.

5. Food & Beverage; Outside Vendors

Outside food and beverage service is permitted; however, the Client shall remain **fully responsible** for the actions, omissions, and performance of any third-party food and beverage provider or vendor utilized in connection with the event.

The Client shall be liable for any loss, damage, or additional cleaning required as a result of food and beverage service, whether provided by the Client, a third-party vendor selected by the Client, or a third-party vendor arranged or coordinated by OCBA on the Client's behalf.

OCBA shall not be responsible or liable for any acts, omissions, delays, service failures, food safety issues, or other problems caused by any third-party vendor, including food and beverage providers, **even if such vendor was recommended, arranged, or coordinated by OCBA.**

6. Loss or Damage to Personal Property

OCBA shall not be responsible or liable for the loss, theft, or damage of any personal property, equipment, materials, merchandise, or other items brought onto the premises by the Client or any of the Client's agents, contractors, vendors, or guests, whether such loss or damage occurs before, during, or after the event. All such property is brought onto the premises at the Client's sole risk.

7. Hours of Operation; Additional Fees

The Orange County Bar Association (“OCBA”) standard hours of operation are **Monday through Friday, 9:00 a.m. to 5:00 p.m.**, excluding OCBA-observed holidays and scheduled office closures.

All event activities, including **load-in, setup, event time, and breakdown**, must be scheduled within OCBA’s standard hours of operation unless otherwise approved in advance in writing by the OCBA Event Manager. OCBA does not staff events outside of standard operating hours without prior approval.

Requests for event access or services outside of standard operating hours are subject to **OCBA availability**, must be **approved in advance by the Event Manager**, and will incur **additional fees** in addition to applicable room rental fees.

