

Terms of Service and Conditions.

The following terminology applies to this Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: “You” and “Your” refers to you, the person accessing this contract and accepting The Asé Experience’s Terms and Conditions. “Ourselves,” “We,” and “Us,” refers to Helena D. Berry and/or DBA The Asé Experience. “Party,” “Parties,” or “Us,” refers to both the Client and ourselves, or either the Client or ourselves. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

Because our services are evolving over time, We may change or discontinue all or any part of our services, at any time and without notice, at our sole discretion. By booking your picnic, you are saying you understand and agree to these terms.

SERVICES

The Asé Experience designs and creates luxury picnic accommodations to locations in and surrounding Chicago, IL 60616. You understand and acknowledge that information listed in this contract related to each picnic including descriptions and photographs are for informational purposes only and are not guaranteed to look the exact way they are shown on our website or social media platforms. Each picnic experience will be different. Each of the locations used in connection with the picnics may employ their own rules, conditions, waivers and other obligations with which You must comply, including dress code, footwear and alcoholic beverage and food consumption restrictions. You understand and acknowledge that You have complete oversight over Your person and property throughout Your participation in any picnic related activities and as such release Us from all liability related to activities that are wholly under Your control.

You understand and acknowledge that due to circumstances beyond our control, We may be required to change vendors used as add-ons from time to time; if such a change results in a material change to the nature or type of food or rental items included in a picnic experience purchased by You, We will contact You promptly of the substituted food/items. Notwithstanding anything to the contrary in these Terms and Conditions, in the event that such substituted food or items are not acceptable to You for any reason, You may not obtain a refund for Your purchase, but You may schedule a different, comparable picnic experience at the sole discretion and approval of The Asé Experience.

PAYMENT

Upon reading and agreeing to this contract, You agree to pay a non-refundable charge of half of your full invoiced amount (USD) to secure your picnic date and time for two (2) hours. Any

additional guest outside of your package is \$45 per guest. Should you require a picnic experience for more than six (6) guests, please let Us know. Any additional hour is \$50 per hour up to a maximum of four (4) hours total. Should you require an event longer than four (4) hours, please let Us know. A non-refundable payment for all guests and hours is required at the time of the booking.

Add-ons may be requested up until one week before the picnic date. All requested add ons that must be paid within one week of booked picnic date or there is no guarantee the add ons will be available.

All payments are non-refundable and non-transferrable. In the event Client fails to remit payment as specified, The Asé Experience shall have the right to immediately terminate this agreement with no further obligation, retain any monies already paid, and no longer assist Client. All fees and expenses associated with your picnic booking must be paid in full prior to your picnic experience. You agree to pay for any damages incurred during Your picnic experience, including but limited to broken items, soiled items, unreasonable clean up, etc.

If round-trip travel is less than 10 miles, there will be no additional travel fee. If more than 10 miles, the following travel fees will be added to the initial booking bill:

10 - 20 miles round trip - \$75

The Asé Experience reserves the right to cancel any picnic requiring travel beyond 10 miles, due to time constraints.

CANCELLATION, REFUND, & DAMAGES POLICY

The Asé Experience does not offer refunds for any picnic once payment has been received. Should You need to reschedule Your picnic for any reason, You must do so within one week of your scheduled picnic date. If You miss a scheduled picnic for any reason, and You have not already undertaken to reschedule the picnic with The Asé Experience in accordance with these Terms and Conditions, the picnic will be considered forfeited and all payments You have made in connection with such picnic shall be surrendered.

Your use of any information or materials on this website is entirely at Your own risk, for which We shall not be liable. It shall be Your own responsibility to ensure that any products, services or information available through this website meet Your specific requirements.

Should any items used during your picnic experience provided by The Asé Experience be damaged, We reserve the right to collect charges associated with damage or extra cleaning. You will be sent an invoice for damaged items and expected to pay said invoice within five (5) business days from the invoice date.

All reservations are weather permitting. Chicago weather is often unpredictable and ever changing. In the event of rain in the forecast, we will do all we can to accommodate a dry picnic either by moving the location or by rescheduling you to another day and time. We will contact You if weather becomes an obvious concern and impact. If no reasonable accommodation or change can be agreed upon, We will gladly refund Your picnic. If Your picnic is underway at all, You will Not be refunded due to changes in weather during the scheduled time of Your picnic.

IMAGE RELEASE

In the event that photographs of Your Picnic Package have been taken and shared either on social media or with Us, The Asé Experience reserves the right to use such photographs in its promotional materials.

CODE OF CONDUCT

By purchasing a picnic experience, You agree that You will conduct Yourself in an appropriate manner throughout the course of Your participation. You agree that You will not engage in activity or behavior that:

1. (a) is untrue, inaccurate, defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity;
2. violates the rules or codes of conduct of the location, including excessive intoxication or consumption of alcoholic beverages when consumption of alcoholic beverages is expressly forbidden;
3. is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity; and
4. advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations).

We cannot and do not assure that other participants or other visitors of Your location are or will be complying with the foregoing Code of Conduct or any other provisions of these Terms and Conditions, and, as between You and Us, You hereby assume all risk of harm or injury resulting from any such lack of compliance.

AMERICANS WITH DISABILITIES ACT

The Asé Experience regrettably makes no warranty or representation as to whether or not the picnic locations or any of the activities comprising the picnic experience comply with the Americans with Disabilities Act (ADA) or any similar legislation. However should you have any special needs or requests for your picnic experience, please make this known upon booking and we will do our best to serve you.

INTELLECTUAL PROPERTY

You acknowledge that the services We provide as part of The Asé Experience are protected by copyright, trademark, trade secret and other laws of the United States. Except as expressly authorized herein, You may not reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate or commercially exploit the website, mobile app, and any and all content produced by Us in any manner (including electronic, print or other media now known or hereafter developed) without our written consent. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary-rights notices incorporated in or accompanying any of Our products, services or in any of Our content.

You have a non-exclusive, revocable license to access any of Our content for Your personal use, including this website, on the express condition that You comply with the terms of these Terms and Conditions.

COVID-19 PRECAUTIONS

The Asé Experience wants our customers and guests to feel 100% comfortable. We place your health and safety as our top priority. Here are the steps we're taking to help everyone feel safe:

All tables, chairs, and containers are disinfected after each picnic and all rugs, linen napkins, and dishes are washed before and after each experience as well (as will always be our policy).

The Asé Experience staff will wear face masks and gloves when setting up and tearing down picnics. We will continue social-distancing efforts when setting picnics up in public areas, even if it is not officially mandated. We cannot promise that your picnic area will be private as many of our locations are public.

We make no assumptions or claims in connection with our vendors and add-ons regarding Covid 19 precautions and standards.

ELECTRONIC SIGNATURE

You agree that Your use of Our services constitutes Your electronic signature, acceptance, and agreement under the United States federal E-SIGN legislation and will meet the requirements of an original signature. You may not raise the use of an electronic signature as a defense to the enforcement of this Agreement.

The terms of this agreement shall be binding upon the heirs and assigns of both parties. This is a non-refundable purchase. We can reschedule based on availability. By purchasing, you agree to our full terms of service.

The Asé Experience

Fully owned and operated by Helena D. Berry