

Non Refundable Deposit Agreement

This **Non-Refundable Deposit Agreement** ("**Agreement**") is made on _____ by and between the following parties:

Recipient

Payor

Recipient and Payor are each a "**Party**" and together the "**Parties.**"

WHEREAS, Payor wishes to reserve Recipient's availability, goods, services, property, or other commitment described in this Agreement; and

WHEREAS, Recipient agrees to reserve that commitment in exchange for the deposit described below.

Therefore, the Parties agree as follows:

1. Reserved Commitment

Recipient agrees to reserve and, where applicable, provide the following:

(the "**Reserved Commitment**").

The Reserved Commitment is scheduled for _____, at _____, unless the Parties agree otherwise in writing.

2. Deposit Details

Item	Details
Deposit amount	
Payment due date	
Payment method	
Total price of Reserved Commitment	
Remaining balance	
Balance due date	

Payor shall pay the deposit to Recipient by the payment due date. Recipient is not required to reserve the Reserved Commitment until the deposit has been received in cleared funds.

3. Purpose of Deposit

The deposit compensates Recipient for reserving the Reserved Commitment, declining other opportunities, making preparations, and incurring costs related to Payor’s booking or order. The Parties intend the deposit to be a non-refundable reservation payment and not a penalty.

Unless this Agreement states otherwise, the deposit will be credited toward the total price of the Reserved Commitment.

4. Non-Refundable Deposit

Once received, the deposit is non-refundable if Payor cancels, postpones, fails to proceed with, or otherwise does not complete the Reserved Commitment for any reason within Payor’s control.

Recipient may retain the deposit to the extent permitted by applicable law, even if Recipient later books the same date, goods, services, or property with another person. This clause does not limit any refund required by applicable law.

5. Cancellation or Failure by Recipient

Recipient shall return the deposit to Payor within _____ business days if Recipient cancels the Reserved Commitment without a valid reason under this Agreement, or is unable to provide it due to Recipient's material breach of this Agreement.

Recipient is not required to return the deposit when performance is prevented by an event outside Recipient's reasonable control under the Force Majeure clause. In that event, the Parties will make reasonable efforts to reschedule the Reserved Commitment. If rescheduling is not reasonably possible, Recipient shall return any portion of the deposit that Recipient has not reasonably used or committed in preparation for the Reserved Commitment, to the extent required by applicable law.

6. Rescheduling

Payor may request to reschedule the Reserved Commitment by giving written notice to Recipient at least _____ days before the scheduled date. Recipient may approve or decline the request based on availability and any reasonable costs incurred.

If Recipient approves the request, the deposit may be transferred to the new date or commitment. Any transfer does not create a right to further rescheduling and does not make the deposit refundable.

7. Remaining Payment

Payor shall pay the remaining balance by the balance due date. If Payor does not make a required payment when due, Recipient may treat the failure as a cancellation by Payor and retain the deposit, subject to applicable law.

8. No Guarantee Beyond the Reserved Commitment

This Agreement reserves only the Reserved Commitment described above. Recipient does not make any promise, warranty, or representation beyond those expressly stated in this Agreement or any separately signed agreement between the Parties.

9. Termination

Either Party may terminate this Agreement by written notice if the other Party materially breaches this Agreement and does not correct the breach within _____ days after receiving written notice describing the breach.

Termination does not affect obligations that arose before termination. The Deposit Details, Non-Refundable Deposit, Cancellation or Failure by Recipient, Governing Law, and other provisions that by their nature should continue will remain in effect after termination.

10. Notices

Any notice under this Agreement must be in writing and delivered personally, by recognized courier, by email, or by another method that creates a written record of delivery, to the addresses indicated in the first page of this Agreement or to any updated address provided in writing.

11. Governing Law and Dispute Resolution

This Agreement is governed by the laws of _____, without regard to rules that would apply another jurisdiction's laws.

Before starting formal legal proceedings, the Parties shall first attempt in good faith to resolve any dispute through direct discussion. If they cannot resolve the dispute, either Party may pursue any lawful remedy in the courts located in _____, unless applicable law requires another venue.

12. Entire Agreement and Amendments

This Agreement is the entire agreement between the Parties concerning the deposit and Reserved Commitment. It replaces prior discussions and understandings about the same subject.

Any amendment must be in writing and signed by both Parties.

13. Severability

If any provision of this Agreement is found unenforceable, the remaining provisions will remain effective to the fullest extent permitted by applicable law.

14. Electronic Signatures

The Parties agree that electronic signatures and electronically delivered copies of this Agreement are valid and binding to the extent permitted by applicable law.

Signatures

By signing below, each Party acknowledges that they have read, understood, and agreed to this Agreement.

Recipient

Name

Date

Signature

Payor

Name

Date

Signature



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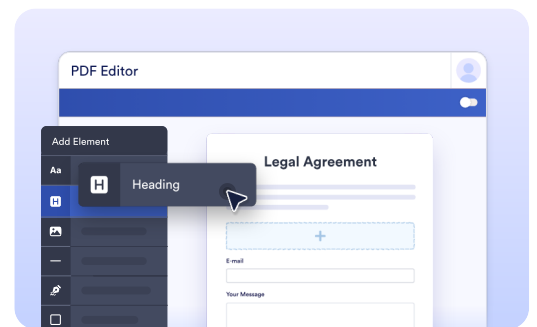
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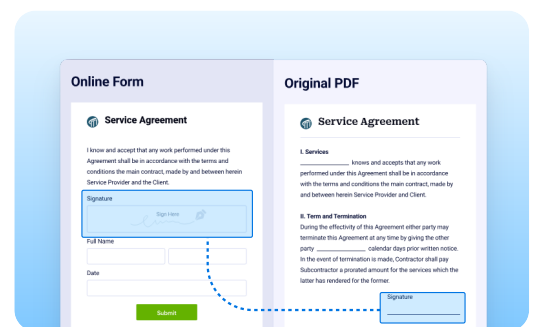
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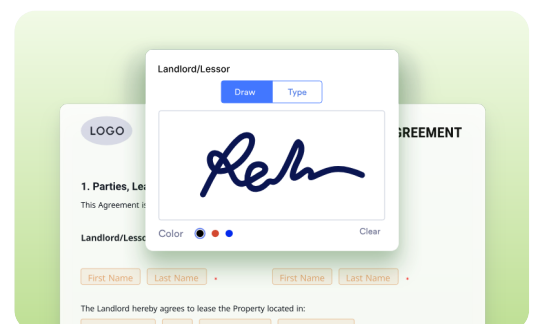
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