

SERVICE AGREEMENT

The following are the terms and conditions that the Customer must read and agree to before accepting goods and services:

- 1. A 50% non-refundable down payment is required to secure bookings and orders.
- 2. Fun and Flair Party (FFP) will confirm bookings and orders only after the receipt of the non-refundable down payment, a signed and dated copy of these terms and conditions (paper or electronic).
- 3. Full payment is due before the commencement of operations. Should the Customer fail to pay outstanding balances after the service / product has been delivered and used, the sum of monies owed will incur a 1% daily interest charge on the outstanding balance. The Customer is liable to pay the outstanding balance in addition interest accrued when final payment is made.

CANCELLATIONS

- 4. Customers reserve the right to cancel or a refuse a booking. Downpayments are non-fundable for cancellations are made four days or less prior to the event. Customers who cancel at least five days prior may apply the down payment to a future booking within 120 days of the originally booked event. This is applicable for one cancellation.
- 5. If the booking is cancelled or hindered due to unforeseen circumstances that are not at fault of the company, such as weather conditions, power outages, etc, once dispatched or has begun operations the Customer shall not be refunded, and full payment is due.
- 6. Speciality items such as personalized or customized products, banners, signs that require FFP to manufacture, sub-rent or purchase are non-refundable once they have been ordered or manufacturing of such items has begun.

CUSTOMER RESPONSIBILTY

- 7. FFP will provide the requisite tables, props, and equipment for the contracted services (tents will not be provided). The Customer will be responsible for ensuring the availability of an electrical outlet within 100 feet of the designated play/setup area.
- 8. The Customer is responsible for planning and measuring spaces. If poor planning leads to improperly measured areas for placement of play equipment etc resulting in our inability to complete a job, then no refunds will be given, and full payment will be made to FFP by the Customer.
- 9. FFP rentals will not be liable for electrical outages or inadequate supply that affect our ability to deliver full service. Customers are responsible for ensuring adequate power supply for machines and bouncy castles.
- 10. The Customer will take all necessary precautions regarding items rented and protect all persons and property from injury and damage. FFP reserves the right to refuse to install or deliver equipment due to unsafe conditions or weather. If this occurs the customer will be liable for full payment.
- 11. All services offered in the package will be delivered within the time allotted for the bouncy castle jump time. If the Customer requires any specific service, outside of the defined hours, additional costs will be incurred and are due before the end of operations.

12. The Customer is responsible for items damaged, lost or stolen and is liable to compensate FFP the full amount for any such damage, loss or stolen items.

EXTENSION OF SERVICES

- 13. FFP will provide the services for the contracted amount and time as stated on the invoice. In instances where the Customer requires an extension in time and or quantity of services during the event, the Customer will be billed for the additional costs. Décor setups will be dismantled same day, should the customer require additional time, additional transportation costs will be applied.
- 14. FFP will provide equipment and activities as described in the invoice. Where booked, attendants will be provided to distribute concessions or supervise bouncy castles. Attendants are not responsible for event coordination. Event coordination costs will incur an additional fee of \$200.00 per hour per coordinator.
- 15. Where FFP encounters hindrance to setup and provide the contracted product or service at the event location, for the time agreed by fault of the customer, the company is not liable to issue a refund or extended time.
- 16. FFP will be deflate Bouncy Castles in the instances of heavy rains during the event. Other services will continue once provided with appropriate shelter. FFP will not be responsible for loss of jump time due to rain.

TRANSPORTATION

- 17. All items rented and equipment must be mounted and unmounted at the delivered location by a representative of the company only. The customer agrees that rented items must not be removed from the delivered address for the rented duration unless being removed by a company representative.
- 18. Transportation costs may be incurred on package deals according to the chosen package. The standard prices are as follows: -San Fernando and environs-200; Chaguanas to St. Augustine -\$250.00; -Arima -Port-of-Spain to Western area-\$300.00.

PHOTOGRAPHY

19. The customer agrees that FFP may capture photographs or videos of our products or services on the Customer's premises which may or may not include images or likeness of the Customer and guests. The customer permits FFP to reasonably use such images for promotional purposes on its web and social media pages.

RELEASE OF LIABILITY

20. The Customer agrees to release and discharge FFP from any and all responsibility or liability from such injury, death, or damage arising out of the use or operation of the rental items. Customer further agrees to waive, release, and discharge any and all claims for injury, death, or damage against FFP, which customer otherwise may be entitled to assert.

By submitting this form, I acknowledge that I have read and agree to all aforementioned clauses.

| Customer Name (In BLOCK Letters): | |
|-----------------------------------|--|
| Customer Signature: | |
| Customer Telephone Number: | |