

# ELEV8 POP UP PARTIES

## Terms and Conditions of Hire

**Bookings are accepted on the basis that the Terms and Conditions of Hire have been read and agreed to and signed.**

These are the Terms and Conditions of Hire for ELEV8 POP UP PARTIES equipment. Please read these carefully and sign at the bottom to signify that you acknowledge and accept these Terms and Conditions

**Payments:** Deposits for the inflatable tent as well as any additional equipment will be made at the time of booking. The remaining payment will be due and charged to Lessee's payment type at the two week/ 14 days prior to event mark. Your booking is not confirmed until payment is submitted in full and you receive a booking confirmation email.

**Cancellations:** Yes, We understand that plans sometimes change. We will accept cancellations up to two weeks/ 14 days prior to your event date with no fees and deposits returned. The deposits made, however, will not be returned if cancelling anytime after the two week period prior to the event date.

**WEATHER:** We try and work with the weather, but it does not always cooperate. Leading up to the reservation, Elev8 Pop Up Parties reserves the right to determine if the weather risk is too high or not. Such as in the event of high winds, heavy rain, thunderstorms and lightning. If this occurs, the customer will be given the option to either 1) receive a full refund, minus the initial deposit. 2) reschedule during an open slot in the future, or 3) do an equipment-only rental which includes our Bluetooth speaker, lighting system, and fog machine for an indoor setup. Delivery and collection times are subject to change if weather is not favorable

### **UNFORESEEN CIRCUMSTANCES**

If the reservation does not start at the agreed time, as setup has been delayed due to any unforeseen circumstances that are no fault of **ELEV8 POP UP PARTIES** the reservation will still occur as per the agreed time of the reservation. In any occurrence that we have set up in time, but the reservation does not start at the agreed time due to overrunning of previous activities by you or venue, the reservation will still occur at the agreed to time.

**IMPORTANT NOTE:** The delivery team will be the same team who will collect the Inflatable tent and equipment. They will know your unique password which is on the disclaimer form. **DUE TO POTENTIAL THEFT, WE DO NOT SEND ANYONE TO COLLECT THE EQUIPMENT ON OUR BEHALF!** You will be fully liable (**NEGLIGENCE**) for new replacements and costs if the equipment is collected by anyone else except **ELEV8 Popup Parties STAFF.**

It is the responsibility of the Lessee hiring the equipment to ensure that all reasonable steps are taken to avoid injury or cause damage to the equipment and all parties involved. Please ensure that the following safety instructions below are followed:

**Warning: ELEV8 Pop Up Parties uses lazer lights. These lights have been identified by Epilepsy Action to potentially trigger seizures for people with photosensitive epilepsy. Please enter at your own risk..**

**We use fog machines in all of our Inflatable Tents unless requested otherwise.**

According to the American College of Allergy, Asthma, and Immunology (ACAAI), fog machines are not entirely safe, especially for people with such breathing complications as asthma or COPD. However, the extent of the side effects produced depends on which liquid is used in the fog machine<sup>1</sup>. Prolonged exposure to glycol-based fog can trigger serious health issues, especially for people with existing breathing problems. These issues include severe breathing difficulties and airway resistance. Even if you do not have asthma or any other breathing problem, prolonged exposure to fog machines can cause bronchitis symptoms<sup>1</sup>.

If you experience any of these symptoms while using a fog machine or being in a room where it is being used: wheezing feeling or shortness of breath, difficulty breathing while talking or exertion (especially when breathing out), chest tightness, difficulty speaking, coughing and gasping for air. If you have asthma, these symptoms can be even worse, such as difficulty breathing at all even while laying down in bed. These are serious signs, and medical attention should be sought immediately if they persist. This information has been found on Microsoft Bing under the question of “Fog Machine Breathing Impairment”

It is the Lessee’s sole responsibility to make sure **ALL** guests are aware of the potential medical issues.

Elev8 Pop Up Parties assumes no Liability or responsibility to anyone who may be injured from the use of lazer lights or inhaling smoke propelled from the fog machine.

**SPRINKLERS** Please confirm sprinklers are OFF. All sprinkler water lines must be indicated prior to setup. An extra fee will apply for inflatable unit and contents therein that are sprayed by a sprinkler system, in addition to any repair costs incurred as a result.

**BLOWER:** In the event that a blower stops working please ensure users exit the inflatable immediately. Make sure that the blower/ blower's tube has not come undone, the deflation zippers are still closed and that nothing is obstructing the blower. In the event that the blower/ blowers lose power check your fuse board. If the blowers do not restart, contact us straight away by calling/texting us at 1-704-778-5826.

**UNDERGROUND UTILITIES:** Please note that our security stakes permeate into the ground around 10 inches. Please be aware of all underground utility locations for setting up our Inflatable Tents. Major utilities such as electric, water, gas, and sewer are far below ground and will not be affected. Shallow utilities such as cable, phone, internet and the like may become damaged if not marked and are the sole responsibility of the Lessee to have repaired at their cost should this occur

A responsible adult (21+) must supervise the inflatable unit at all times to ensure structure integrity and safety. The inflatable and any / or other equipment must have constant supervision by an adult who is of clear mind and not under the influence of alcohol or any other mind-altering drugs.

ELEV8 POP UP PARTIES cannot be held liable for any damage to property (indoors or outdoors) whilst delivering or collecting equipment. It is the Lessee's responsibility to ensure that our delivery team has adequate access and clearances.

It is the Lessee's responsibility to arrange adequate supervision of the children or vulnerable adults during setting up and packing away of the inflatable and equipment. Do not allow the children or vulnerable adults to touch the equipment during setting up and packing away. **ELEV8 POP UP PARTIES** cannot be held responsible for children or vulnerable adults getting hurt on our equipment during setting up and packing away or the duration of the event itself.

Please make sure you have adequate floor coverage area depending on the tent size you intend on renting from us. Your area should be at least 2 feet larger than the intended tent. The surface should be clean and free of sharp objects, any heat source and any protrusions that may damage the inflatable. Please clean up any animal waste or any other mess that would impede **Elev8 Pop Up Parties** from setting up for your event.

**ABSOLUTELY NO** smoking inside or around the inflatable unit. No use of silly string, paint, glitter bombs, smoke bombs, etc. are permitted. No pets, toys or sharp objects allowed inside or around the inflatable unit. No glass containers / bottles inside or around the inflatable. Any damages to the inflatable unit and contents within will be billed directly to the customer, equal to the value to repair or replace the equipment.

**PLEASE DO NOT** sit on or touch any electronic equipment. Please no food/drinks are to be set on any of the electronic equipment if it is not designed for it. We offer tables, chairs and sitting cubes that can be utilized for this purpose.

**ABSOLUTELY NO** barbecues, or gas / electric heaters within 10 feet of the inflatable unless signed in contract between the Lessor and Lessee. Special circumstances can warrant the use of Electric/ Gas heaters such as cold weather events.

Do not glue/stick/attach or hang any notices or signs to the inflatable tent and equipment as this can cause injury to the users and this normally also leaves a sticky residue on the equipment which is very difficult to remove. Cleaning charges will apply. Your payment method will be charged additionally if the Terms and Conditions are not adhered to. LOST, DAMAGED, STOLEN, STAIN DAMAGE CAUSED BY PARTY POPPERS, STREAMERS, SILLY STRING, FOOD, DRINKS, ETC WILL BE CHARGED FOR!

Once the inflatable has been set up/erected by our delivery team, **do not** move or reposition the inflatable without our permission. Failure to comply may result in injury to users and damage to our equipment. Any damage caused by the Lessee moving or repositioning the inflatable without our permission shall deem the Lessee liable for full repair or replacement costs in addition to any loss of business as a result of such loss or damage as per hire contract.

**Please leave the inflatables running at all times, even during light rain.** However, it is strongly recommended that the inflatable should not be used in high winds or wet conditions. . It is also very important that Elev8 Pop Up Parties be contacted immediately by texting or calling 1-704-778-5826 and notify them of the occurrence. After rain showers, any wetness including bubbling (which is normal) can be dried with the aid of a towel. We reserve the right to cancel and/or collect the equipment at any time if severe weather warning comes into force.

Only use electrical equipment supplied by us, as all electrical equipment is fully tested for appropriate use. These connections are splash proof and can be left out in wet weather although do not allow them to become submerged in water.

Any extension cables which cannot be safely rooted out of the way of pedestrian traffic will need to be taped down and untapped at the end of the hire by the Lessor or covered with suitable shielding/matting or equivalent.

**VERY IMPORTANT NOTE:** Any damage to the equipment caused by misuse, neglect, loss or failure to follow these conditions, shall deem the Lessee liable for full repair or replacement costs in addition to any court costs or any loss of business as a result of such loss or damage as per hire contract. Our equipment whilst in your possession **IS NOT COVERED BY OUR INSURANCE.**

This rental equipment has been received in good condition and will be returned in the same condition. **ELEV8 POP UP PARTIES** has up to 24 hours to determine and notify customer of any damages after the event completion. Customer assumes all responsibility for injuries to persons or damages to property, and agrees to release and hold **ELEV8 POP UP PARTIES** harmless for any and all claims, of whatsoever nature, arising out of use of the rental equipment while in their custody. In the event that the release and hold harmless as contained herein is held unenforceable for any reason, the customer hereby agrees to limit any damages claimed by customer to the total paid to **ELEV8 POP UP PARTIES** for the rental. Customer agrees to Elev8 Pop Up Parties right to enter premises of customer at any time to repossess said equipment. Customer agrees not to loan, sublet or otherwise dispose of equipment or use it at any other location than specified in the contract.

Any excessive dirt, loss or damaged equipment will be charged at full replacement/repair cost. Any damage must be reported immediately. Injury to Persons or Damage of equipment. In the unlikely event of an accident occurring, full written details including, the name and address of the injured party, names and addresses of witnesses, events of the accident must be recorded, and a copy sent to [Elev8PopUpParties@gmail.com](mailto:Elev8PopUpParties@gmail.com) asap.

The Lessee is responsible for any insurance's required. We strongly recommend that insurance be arranged to cover public liability and loss or damage of equipment. Please see additional

Please note that **ALL** persons using the equipment do so **AT THEIR OWN RISK.** The person/s or organization hiring such equipment will be responsible/liable for any damage or injury occurring from or as a result of misuse, neglect or reckless use of such equipment hired. The guidelines are for the safety of all people using this

equipment, and it is the sole responsibility of the Lessee to ensure they are fully adhered to at all times.

**ELEV8 POP UP PARTIES** cannot except any responsibility for any injuries sustained by anyone using the equipment hired. It is strongly recommended that the Lessee (you the customer) have adequate public liability insurance.

### **OVERNIGHT HIRE TERMS AND CONDITIONS**

Overnight hires are subject to you having a secure area (**FENCED** all around and **GATED** with a **LOCK** or **BOLT**).

**Any removable equipment such as mats, extension leads, motors, blowers, etc must be locked up in your secured area.**

Finally, we reserve the right to refuse overnight hires if we deem our equipment to be at risk and if we are not happy with the security of your premises. In such cases the equipment will be picked up on the day of hire

Your payment is in exchange for our inflatable unit, Bluetooth speaker, lighting system, any additional furniture or electronic equipment and travel fees. Music is not provided by **ELEV8 POP UP PARTIES**. We provide a Bluetooth connection to our system for you to decide which music suits your needs. Delivery and set-up occurs between 3-7pm EST, while pick-up occurs between 8:30-11:30am EST. Your booking is not confirmed until payment is submitted and you receive a booking confirmation email.

### **DECLARATION**

**I have read, understood and agree to abide by these conditions of hire. (I am aware that whilst in my care I am fully responsible for the inflatable and equipment and will pay for any loss or damages that may occur). By signing this waiver, you guarantee that you have read, agree to, and fully understand our payment terms, cancellations, conduct, liability release, and all the conditions herein.**

Full Name \_\_\_\_\_  
Signature \_\_\_\_\_ Date: \_\_\_\_\_