

Terms and Conditions

Deposit and Cancellations: A non-refundable deposit of 25% of the subtotal (based on the estimated quantity) is required within 30 days from the time the agreement is signed in order to hold your reservation date. You or your group must pay the deposit and have a signed Agreement at least fourteen (14) days prior to your event. Upon receipt of your deposit and Park Management approval of this signed Agreement, Inland Oceans, L.L.C. (hereinafter "Big Surf") will validate your reservation for your group event for the specified date and area(s) listed in this Agreement. Management cannot approve your offer until your group's deposit has been received and this form has been signed by an authorized group representative. The prices listed above will be guaranteed for your group event on the event date only. The deposit will be applied to the final invoice. If your group should cancel for any reason, your deposit will be forfeited. If your group should cancel within 5 business days of your event, Big Surf reserves the right to bill for the entire event amount on your signed agreement. In the event management does not approve the terms of the event agreement, the deposit will be returned. Big Surf will provide promotional materials for your event. The content and quality of the promotional materials shall be determined by Big Surf. Promotional material will not be released to your group until your deposit has been received.

Semi-Exclusive Events. A Semi-Exclusive party requires that at least two (2) groups to be attending the park during the same time as your group is scheduled. In the event your group is the only group scheduled within thirty days of your event, management reserves the right to change the venue or date of your event. If both parties do not agree upon this change, you may request a full refund of your deposit.

Minimum Guarantee. You must provide Big Surf a written notice (Attendance Guarantee), hand delivered or faxed to our office, notifying management of the actual number to be served. This notice must be received no later than 10:00 AM five business days (Monday-Friday) before your event. The length of your meal service time is determined by the size of your group. Your group assumes full responsibility for the total cost of food and admission as reflected by your Attendance Guarantee. Big Surf will only be prepared to serve up to five percent (5%) over the Attendance Guarantee.

Event Surcharge. If the Attendance Guarantee is increased less than 5 business days before your event, a 10% surcharge will be added to the additional charges. If the Attendance Guarantee is increased within two business days of your event, a 25% surcharge will be added to the additional charges. All changes to your Attendance Guarantee must be in writing and signed by an authorized group representative. Changes must be submitted to your sales rep no later than 24 hours prior to your event, 48 hours if your event falls on a Sunday. Changes that reflect a decrease in your Attendance Guarantee will not be honored.

Balance Due and Payable. By signing this Agreement, you certify that you are authorized to commit your group to this Agreement and that your group assumes full responsibility to pay the total cost of this group event. If you have not been authorized to sign this Agreement on behalf of your group, you shall be personally liable for the amount due under this Agreement. Your group will be charged the agreed upon rate per person for the event. The client has 30 days to request the redeemed tickets for review. After 30 days the tickets will be destroyed and the client agrees to accept the ticket count as presented. The balance shall be due and payable net thirty (30) days from the event date. Interest charges of 1.5% per month will accrue on any outstanding balance after thirty days. All charges are subject to state and local taxes. Should any dispute arise between the two parties with respect to the invoice, said dispute shall, at the option of Big Surf, be resolved by binding arbitration to be conducted by one arbitrator to be selected by the American Arbitration Association (AAA). Said arbitration shall be conducted through the Phoenix, Arizona office of AAA in accordance with its then prevailing rules for the resolution of commercial disputes. The arbitrator shall award the prevailing party in said arbitration the party's reasonable attorney's fee, litigation expenses, and costs.

Special Instructions. Any special instructions or consideration must be reflected on this Agreement or in writing and agreed upon by both parties. Any changes or additions will be prepared by a park representative and will be sent to you as confirmation. Verbal instructions or changes to the Agreement will not be binding. Please review all written instructions before signing this agreement. Big Surf will not be required to accommodate any previously approved requests on the day of the event.

Limit of Liability. Your group is responsible for the actions of its attendees. In the event any individual associated with your group is intoxicated and/or causes injury or damage to person(s) or property, your group agrees to defend, indemnify and hold harmless Big Surf, its agents, employees, and guests for, from, and against all liability arising therefrom. If the park management cancels the event, the liability of Big Surf shall not exceed amounts paid by your group to date.

Optional Activity. Activities such as miniature golf, bumper boats, racecars, lazer tag, and arcade may also be available the day of your event. Activities will be operating at a reasonable capacity. Activities are subject to hours and availability. These attractions are not included, unless otherwise indicated on this agreement. It is understood that not all guests may be able to participate in these activities.

Special Pricing. Any special consideration outside the published offer is a one-time consideration and subject to re-evaluation for each new agreement.

Customer Profile. It is the intent of Big Surf to offer services to organized groups, such as companies, schools, churches, etc. Big Surf does not offer services to any group for the purpose of resale to the general public for profit. Any event that generates profit for the group or anyone associated with the group and is not sponsored by a predefined and organized group must be approved by Management in a separate written contract before this Agreement is made binding.

Severability. Should any portion of this Agreement be held unenforceable or inoperative for any reason, such shall not affect any other portion of this agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.

Cancellation Due To Weather. Should park management deem the weather too severe to keep the park in operation for the day of your event, the following policies will be enforced: If the event has not begun, or has not reached the specified food service time, your group will be issued a credit for another event of equal value or lesser value that must be used within one year. If the event has reached your specified food service time, the normal rain check policies will be in effect. Each person will be issued one pass valid for park admission to be used within a reasonable amount of time as listed on the ticket. The pass will only be issued to those wearing an intact and valid wristband.