

TERMS OF SERVICE



These Terms of Service (“Agreement”) are entered into between Ultimate Foam Party Co. LLC (“Company”) and the undersigned client (“Client”). By booking services, the Client agrees to the following terms and conditions.

1. Event Information

Event Location: _____ Residence Business

Event Date: _____ Start Time: _____ Service Duration (Min): _____ Estimated Number of Participants: _____

2. Services Provided

The Company agrees to provide a mobile foam party service, including foam generation equipment, foam solution, setup, operation, and breakdown during the scheduled service period.

Client agrees to provide a safe and suitable outdoor area for operation and to abide by the terms herein. The Company reserves the right to modify or discontinue operations if unsafe conditions arise.

3. Payment Terms

A \$100 deposit is required to secure the event date. Deposits are non-refundable if the client cancels within 48 hours of the event. The remaining balance must be paid before or at the start of the event.

4. Client Responsibilities

The Client agrees to:

- Provide adequate access to the event area
- Ensure the setup area is free from hazards or obstacles
- Provide reliable water and electrical power.
 - If water and/or power is not available on site, arrangements must be made in advance for the company to provide this at the time of the event. This will incur additional costs.

5. Foam Area Safety Rules

Client agrees to enforce the following rules:

- No running in foam-covered areas
 - No diving or jumping into foam
 - No rough play or pushing
 - No food or drinks in the foam area
 - Children must be supervised by responsible adults
- Failure to follow safety rules may result in termination of foam services without refund.

6. Assumption of Risk

Client acknowledges that foam party activities can involve inherent risks, including but not limited to:

- Slipping or falling
- Minor injuries
- Wet or slippery surfaces

By signing this Agreement, Client voluntarily assumes all risks associated with participation in the foam party activities. Participants enter the foam area at their own risk. The Company shall not be responsible for injuries resulting from slipping, running, jumping, or unsafe behavior.

7. Foam Solution Disclosure

The foam solution used by the Company is non-toxic, biodegradable, hypoallergenic, non-staining, commercial entertainment-grade foam solution designed for safe foam party use.

Client understands:

- Participants should avoid ingesting foam
- Participants should rinse off with fresh water when done
- Individuals with severe skin sensitivities should not participate

The Company shall not be responsible for allergic reactions, irritation, or discomfort related to foam exposure.

8. Property and Surface Disclaimer

Foam parties involve water and foam solution which will create wet surfaces and runoff. Client agrees that the Company is not responsible for:

- Damage to lawns or landscaping
- Water runoff conditions
- Damage to outdoor surfaces
- Client is responsible for selecting a suitable outdoor location for the event

9. Adult Supervision Requirement

The Client agrees that a responsible adult must supervise children at all times during the foam party. Company staff are responsible only for operating foam equipment and are not responsible for supervising participants.

10. Equipment Protection

All equipment provided remains the property of the Company. Client agrees that guests will not tamper with or interfere with equipment. Client may be responsible for damages caused by misuse or negligence.

11. Weather Policy

Foam parties require safe weather conditions. The Company may reschedule or cancel an event due to unsafe weather conditions including:

- Lightning
- Severe winds
- Heavy Rain/Hail
- Hazardous environmental conditions

A rescheduled date will be offered when possible or the client will be refunded 100% of their paid total.

12. Liability Waiver and Release

To the fullest extent permitted by law, the Client agrees to release, waive, and hold harmless Ultimate Foam Party Co. LLC, its owners, employees, and contractors from any and all claims, liabilities, damages, injuries, or expenses arising out of or related to participation in foam party activities.

This includes claims related to:

- Personal injury
- Slip and fall accidents
- Exposure to foam solution
- Property damage

13. California Negligence Clause

Client expressly agrees that this release includes claims based on the negligence of Ultimate Foam Party Co. LLC to the fullest extent permitted under the laws of the State of California.

14. Indemnification

Client agrees to indemnify and defend Ultimate Foam Party Co. LLC from any claims brought by event participants or guests arising from the foam party event.

15. Photo and Media Release

Client grants permission for Ultimate Foam Party Co. LLC to photograph or record video during the event. Images or video may be used for:

- Social media
- Website content
- Marketing or promotional materials

Client represents they have authority to grant permission for participants attending the event. If Client does not wish media to be used, they must notify the Company in writing prior to the event.

16. Governing Law

This Agreement shall be governed by the laws of the State of California.

Client Agreement and Signature

By signing below, Client acknowledges they have read, understand, and agree to all terms of this Agreement.

Client Name: _____ Signature: _____

Company Name: _____ N/A Date: _____ Phone: _____