

# TERMS OF SERVICE



Event Location:

Residence  Business  Non-Profit

Event Date(s):

Start Time:

Service Duration (Min):

Estimated Number of Participants:

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. Services Provided:** Company provides foam party equipment, setup, operation, and breakdown during scheduled period.
- 2. Payment:** \$100 deposit required. Non-refundable within 48 hours. Balance due before start of event.
- 3. Client Responsibilities:** Provide safe area for the party, safe and adequate access and a reliable source of water and power within 100 feet.
- 4. Safety Rules:** No running, diving, rough play, or food/drinks. Children must be supervised by responsible adults. Safety violations may end the event early without refund.
- 5. Assumption of Risk:** Client acknowledges foam parties can involve inherent risks including but not limited to: slipping, falling skin irritation, injuries.
- 6. Foam Solution:** We use commercial grade, non-toxic, biodegradable foam party solution. Do not ingest. Rinse after use. Avoid if you have sensitive skin. Material Safety Data Sheet available upon request.
- 7. Property Disclaimer:** The company is not responsible for lawn damage, water runoff, staining or slippery surfaces. Client is responsible for selecting a suitable outdoor location.
- 8. Equipment & Supervision:** Equipment remains company property. No tampering. Client responsible for damages.
- 9. Weather Policy:** May reschedule/cancel for unsafe weather. Full refund or reschedule offered.
- 10. Liability Waiver:** Client releases company from all claims including injury, property damage, and negligence under CA law.
- 11. Indemnification:** Client agrees to indemnify, defend, and hold harmless the company, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses arising out of or related to the event, including but not limited to injuries to guests, property damage, or misuse of the foam equipment, except to the extent caused by the company's sole gross negligence or willful misconduct.
- 12. Media Release:** Photos/videos may be used for website and social media marketing by the company unless specifically declined in writing.
- 13. Governing Law:** This agreement shall be governed by the laws of the State of California.

Notes/Exceptions:

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

Business/Non-Profit Name, N/A :

Client Name (Print): \_\_\_\_\_ Phone #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_