



General

“The Company” is KBH Creative Events

“The Client” is the person who books the Equipment or utilizes Company services.

“The Equipment” means the teepees and furnishings provided by the Company for the use of the Client.

These Terms and Conditions apply to all contractual agreements entered into between the Company and the Client, unless expressly excluded in writing by the Company. Clients that pay their deposit or the total cost of their party are expressly agreeing to the Rental Agreement terms.

Deposit & Booking

A 50% deposit will be required at the time of booking with the remaining balance to be paid no later than fourteen (14) days prior to the party date. For bookings made less than 14 days prior to the party date, full payment is required at the time of booking.

Cancellation or Reschedule

Cancellations can be made at least 30 days prior to the party date and a full refund will be given.

For cancellations between 29 and 8 days prior to the party, any funds paid to-date may be applied to the cost of another party if held within 90 days of the original party date, otherwise the deposit will be forfeited. For cancellations within 7 days prior to the party date, no refund or credit will be given.

Payment

Bookings are confirmed once the 50% deposit has been received. Outstanding balances are due two weeks (14 days) prior to the party date. Payments not received within this timeframe will result in the cancellation of the party. The outstanding balance is based upon the provided final headcount and any additional items requested.

Upon receipt of the deposit from the Client, the Company will issue an invoice for the outstanding balance, to be paid no later than 14 days prior to the party date. A booking may only be deemed valid once the Client receives the outstanding balance invoice. Should the Company not have availability then the deposit will be returned to the Client.

Forms of Payment

We accept cash, check, credit card, PayPal and Venmo.

Delivery, Set Up, and Pick Up

The Client will be available, or have a representative, to accept delivery of the Equipment and be present at pick up. The Client is responsible for the following:

- Ensure that the party area has sufficient space to set up the Equipment.
- Provide a driveway or area for unloading the Equipment from delivery vehicle.
- Clear the party area of all furniture and ensure that the floors are clean, in advance of the Equipment arrival.
- Indicate the location of assembly or dismantling of Equipment. The Company will take every care but, shall not be liable for any damages to the site.
- Inspect the Equipment and notify the Company immediately if there are any issues with any items, including missing or damaged items, so that the Company may correct the issues.
- Supervise any children using the Equipment during the party event.
- Ensuring the party room is pet and smoke-free during the party event.
- If at any time during the party event the Client considers the equipment to be faulty, it is the Client responsibility to contact the Company by telephone to report the problem. The Company reserves the right to repair or replace the faulty Equipment as soon as is reasonably possible during the party event.

The Company will not be liable for any injuries, loss, damage or expenditure incurred by the Client due to faulty equipment for any reason whatsoever.

Choice of Law / Jurisdiction

Any dispute shall be governed in accordance with the laws of the State of Indiana, without regard to its choice of law or conflicts of law provisions. The parties consent to the personal jurisdiction of all such courts in the County of Lawrence, Bedford, Indiana.

Binding Arbitration

The laws of the State of Indiana shall govern this Contract. The parties specifically and irrevocably agree, to submit any controversy or claim arising out of or relating to this Contract, or the breach thereof, to resolution by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (A.A.A.). A court having subject matter jurisdiction therein shall enter a judgment upon any award rendered by the arbitrators and all parties expressly waive any challenge to the use of arbitration in accordance with this Paragraph. The parties hereto agree that jurisdiction and venue for the hearing of the arbitration and the entry of judgment upon said arbitration award shall be in Lawrence County, Indiana. The arbitrators are directed to award the expenses of the arbitration, including required travel and other expenses of the arbitrators and any costs of the arbitrators' representatives, the costs and charges of the American Arbitration Association, all reasonable attorney's fees and costs, to the prevailing party in the arbitration.

Disclaimer

COMPANY MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE EQUIPMENT FOR ANY PURPOSE. IT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY, SO PORTIONS OF THIS DISCLAIMER MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.

Limitation of Liability

UNDER NO CIRCUMSTANCES WHATSOEVER SHALL COMPANY, ITS SUPPLIERS, OR RESELLERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER MONETARY LOSS), ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DAMAGES ARISING FROM THIS AGREEMENT EXCEED \$50 DOLLARS OR THE AMOUNT OF PAYMENTS MADE BY CLIENT TO COMPANY IN THE LAST TWELVE (12) MONTHS, WHICHEVER IS LESS.

Damage Reimbursement

The Client is responsible for the care of the Equipment during the party event. If Equipment is damaged, lost, or stolen the Client agrees to reimburse the Company for damage or replacement (other than ordinary wear and tear resulting from anticipated, reasonable and proper use). Indicative replacement costs include: Teepee \$100, Mattress \$150, Decorative Pillow \$50, Rug \$75, Bed Tray \$20, Garland \$15, Lights \$10.

Equipment returned in an excessively dirty condition, resulting in the Equipment requiring a complete deep clean will incur a minimum charge of \$500. This could include, but is not limited to, spillage of fluids, food, pen marks, nail polish, vomit, other stains and unpleasant odors including cigarette smoke.

Indemnity and Hold Harmless

The Client agrees that the Company (including its owners, agents, employees, successors and assigns) accepts no liability for any claim for personal injury, death, loss or negligence on the part of the Company however caused. The Client is solely responsible for injuries or property damage occurring due to use of the Equipment. The Client assumes all liability for and agrees to defend, indemnify, hold harmless and protect the Company from and against any and all liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE TERRITORY SERVICE, OUR SITES, OR ITS CONTENTS OR WITH RESPECT TO ANY INFORMATION, SERVICES, AND PRODUCTS

PROVIDED THROUGH OR IN CONNECTION WITH THE EQUIPMENT. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF ANY INFORMATION, SERVICES, OR PRODUCTS OBTAINED THROUGH COMPANY WEBSITE.

NEITHER COMPANY NOR ANY OF ITS DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, REPRESENTATIVES, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, OR LICENSORS (COLLECTIVELY, "TERRITORY PARTIES") SHALL BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; LOSS OF DATA, INCOME, OR PROFIT; OR LOSS OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, OUR EQUIPMENT, OR THE SERVICE. COMPANY LIABILITY SHALL BE LIMITED TO PROVIDING CLIENT WITH A REFUND FOR ANY PARTY FUNDS PAID OR DEPOSITED WITH COMPANY. CLIENT SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE TO DISCONTINUE USE OF THE EQUIPMENT AND TO TERMINATE THIS AGREEMENT. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OR OF IMPLIED WARRANTIES, IN SUCH STATES AND JURISDICTIONS LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Ownership

All Equipment remains at all times the property of the Company.

Privacy

The Company will never pass on, sell or distribute Client information to any third party.

Copyright

All material on the Company website and on social media pages including photographs, design, layout and graphics are owned by the Company and are copyright. Unauthorized use is prohibited.

Other

The Company reserves the right to amend their website and these Terms and Conditions at any time, without prior notice. Any questions about these Terms and Conditions may be directed to kbheckard@gmail.com.