**CLUB LUMINA WAIVER TERMS**

By signing this waiver, you guarantee that you have read, agree to and fully understand our payment terms, cancellations, conduct, liability release, and all further conditions outlined below.

**PAYMENT & DEPOSIT**

We require a $250 non-refundable booking fee when reserving your inflatable nightclub. Booking fees are to be paid upon reservation of event date. We will not hold any dates for tents without a booking fee paid. Your booking is not confirmed until payment is submitted and you receive a booking confirmation email.

The remaining balance must be paid in full the day of the event, upon our arrival and before set up. Accepted forms of payment is cash, Venmo and credit card (3% service fee). Please note that by paying the deposit or any funds to CLUB LUMINA and/or Alexa LaDuke, you guarantee that you have read, agree to, and fully understand our Terms & Conditions listed below.

Your payment is for the rental of our inflatable unit, Bluetooth speaker, lighting system, ten LED cube seats, two LED cocktail tables, and travel fees within 20 miles of zip code 14450. Actual music is not provided by CLUB LUMINA; you will have the capability to Bluetooth activate your phone or other device and create/play your personal selection of music.

**REFUNDS & CANCELLATIONS**

We require 14 days’ notice for all cancellations. Refunds due to cancellation do not include your $250 non-refundable booking fee; refunds due to cancellation only apply to the remaining balance and will be returned in the original payment method. CLUB LUMINA reserves the rights to cancel any booking where there is a potential health and/or safety risk to the customer, their guests or our staff including severe weather conditions (high winds, rain, thunder storms, lightning, etc.)

**WEATHER**

Leading up to the reservation, CLUB LUMINA reserves the right to determine if the weather risk is too high, such as high winds, rain, thunderstorms, lightning, etc. If this happens, the customer will be given the option to either 1) receive a full refund, 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.

**UNFORSEEN 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 CLUB LUMINA, 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.

CLUB LUMINA cannot be held responsible for any circumstances that may prevent us from attending your event; these may include but are not limited to severe weather conditions, traffic delays, breakdown of our vehicles, sickness or equipment failure. In the case that we cannot attend or fulfill your reservation due to events beyond our control, we will contact you as soon as possible, and our liability will be limited to refunding all of the funds paid.

**CONDUCT**

The equipment is to be setup by CLUB LUMINA staff only and must not be moved once the equipment is setup. Equipment may only be moved by CLUB LUMINA staff. Any request to move equipment after set-up is complete will not be accommodated. The renter must identify special placement requests with CLUB LUMINA staff prior to set up. If the inflatable unit and/or contents therein are moved without our consent, there will be a fee of $500, plus additional fees for any damage to the items or equipment.

A responsible adult (21+) must supervise the inflatable unit at all times to ensure structure integrity and safety. 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. The maximum possible bill for damages is $3,000.00 (three thousand dollars and 0 cents).

It is the obligation of the customer to completely unplug all components from electrical source when it is no longer in use. If the event ends early, the customer must notify CLUB LUMINA by email or phone 585-503-2576. The client may not leave the inflatable unit and contents therein with another person at the venue, or unattended, before the agreed collection time unless approved by CLUB LUMINA.

Music is not provided by CLUB LUMINA.

CLUB LUMINA reserves the right to remove our equipment from the venue if it is felt that the equipment could be compromised or broken by patrons.

**POWER SUPPLY**

Please ensure your location has adequate power supply (two separate outlets) within 40 feet of the desired placement area. Inadequate power may result in the inflatable unit and contents therein overloading circuits. We cannot promise that your power at your event or home will power the unit (very old homes and buildings may have a harder time). CLUB LUMINA is not responsible for any damages that may result from lack of power supply at your location. These damages will be at the fault and expense of the customer. If you have any concerns over the capability of your power supply, please contact us to discuss the rental of our generator.

**LOCATION**

Please ensure that you have obtained permission at your location to use our equipment. The location for the inflatable unit must have an even surface of at least 35 ft. x 20 ft. with an overhead clearance (no power lines, trees, or other obstacles) of at least 17 ft. tall.

Please let us know if there are any special requirements prior to the day of the setup. This includes if there are specific things we should know about the location or where the equipment is going to be setup.

If the inflatable unit begins to lose air, or it gets windy or rains, everyone must exit the unit. If the blower stops working, please ensure all users leave the inflatable unit immediately and calmly. Check the home fuses and make sure the blower tube or deflation tube has not come undone or something has not blown onto and is obstructing the blower. In the event that the blower overheats, or loses power: switch the power off at the main, and then switch it back on again after 2 minutes. If this does not work, inform us immediately by texting 585-503-2576.

At the time of pick-up, the inflatable nightclub must still be inflated and entirely set up as it was by CLUB LUMINA staff, unless previously discussed and agreed upon in writing.

**WATER SPRINKLERS**

Please confirm all water 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.

**STAKES**

To secure the unit, 12” stakes will be anchored into your ground. Any damage to underground lines not adequately marked by the renter prior to CLUB LUMINA’S setup will be at the fault and expense of the customer. All stakes must be secured in the ground throughout the entire rental period. If a stake comes out from the ground, every person inside the inflatable unit will need to be removed until the structure is re-secured. Please send us a text at 585-503-2576 if this happens.

**PET WASTE**

Pet waste must be removed from the area. The equipment will not be set up if pet waste is not picked up prior to arrival, and no refund will be provided.

**LIABILITY RELEASE**

This rental equipment has been received in good condition and will be returned in the same condition. CLUB LUMINA has up to 14 days 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 CLUB LUMINA and ALEXA LADUKE 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, customer herby agrees to a limit any damages claimed by customer to the total paid to CLUB LUMINA for the rental. Customer agrees to company right to enter premises of customer at any time to repossess said equipment. Customer agrees not to loan, sublet or otherwise depose of equipment or use it at any other location.

**By signing this waiver, I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ guarantee that I am the sole host of the event scheduled on \_\_\_\_\_\_\_\_\_\_, during the rental time of CLUB LUMINA’s inflatable nightclub, and have read, agree to, and fully understand our payment terms, cancellations, conduct, liability release, and all the conditions above.**

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SIGNATURE DATE OF AGREEMENT**