

GOLF PARTY

TERMS AND CONDITIONS

www.thegolfparty.com

Effective Date: June 10, 2026

1. Introduction & Acceptance of Terms

Welcome to Golf Party. By booking, reserving, accessing, or using any services provided by Golf Party, or by visiting or using the Golf Party website located at www.thegolfparty.com (the "Website"), you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions (the "Terms") in their entirety. If you do not agree to these Terms, please do not proceed with a booking or use our services.

As used throughout these Terms, the following definitions apply:

- **"Golf Party," "Company," "we," "us," and "our"** refer to Golf Party, the mobile golf simulator rental service provider operating at www.thegolfparty.com.
- **"You," "your," and "customer"** refer to the individual or entity booking, reserving, or receiving Golf Party's services, as well as any guests or representatives present at the event.
- **"Services"** refers to all mobile golf simulator rental services, equipment, setup, operation, and related activities provided by Golf Party.
- **"Booking Confirmation"** refers to the written confirmation issued by Golf Party upon receipt of a deposit, which details the specific terms of the customer's rental.

Golf Party reserves the right to modify, amend, or update these Terms at any time without prior notice. Any changes will become effective upon posting to

www.thegolfparty.com. Your continued use of our services or Website following the posting of revised Terms constitutes your acceptance of such changes. We encourage you to review these Terms periodically.

2. Description of Services

Golf Party provides a mobile golf simulator rental service in which Golf Party delivers, installs, operates, and retrieves a full golf simulator setup at a customer-specified location. Our goal is to bring the fun and experience of a professional golf simulator directly to your event — whether it's a backyard party, corporate event, birthday celebration, or any other occasion.

Equipment provided as part of the rental may include, but is not limited to:

- Tent or canopy structure
- Laptop computer
- Projector and display screen
- Launch monitor (golf ball tracking technology)
- Hitting mats
- Golf clubs (if included in the selected package)
- Cables, power supplies, and supporting accessories
- Any other equipment specified in the Booking Confirmation

The specific equipment, package details, service duration, and any applicable add-ons will be outlined in the customer's Booking Confirmation, which serves as the binding record of the agreed services. Golf Party reserves the right to substitute comparable equipment of equal quality in the event of equipment failure, unavailability, or other operational necessity, without affecting the validity or price of the booking.

3. Booking, Reservations & Deposits

To reserve a date and time for Golf Party's services, customers must complete the booking process as outlined on the Website or as communicated directly by Golf Party. The following terms apply to all bookings:

1. **Deposit Requirement.** A deposit in the amount specified at the time of booking is required to secure a reservation. The booking is not confirmed, and the selected date and time are not guaranteed or held, until the deposit has been received by Golf Party in cleared funds.
2. **Booking Confirmation.** Upon receipt of the deposit, Golf Party will issue a Booking Confirmation to the customer. Customers should review the Booking Confirmation carefully and notify Golf Party of any discrepancies promptly.
3. **Accurate Event Details.** The customer is solely responsible for providing accurate, complete, and current event details at the time of booking, including but not limited to: event location (with full address), event date, event start time, estimated number of guests, available space dimensions, electrical access, and any special requirements. Golf Party will rely on this information to plan staffing, travel, and equipment.
4. **Liability for Inaccurate Information.** Golf Party is not responsible or liable for any issues, service failures, or additional costs arising from inaccurate, incomplete, or misleading information provided by the customer at the time of booking. If inaccurate information results in an inability to complete the setup or deliver services, the provisions of Section 7 may apply.
5. **Booking Modifications.** Requests to modify a confirmed booking (e.g., change of date, time, or location) are subject to availability and must be communicated to Golf Party as early as possible. Golf Party will make reasonable efforts to accommodate modifications but cannot guarantee availability.

4. Confirmation Requirement — 24-Hour Rule

Important Notice — Action Required Before Your Event

ALL customers must confirm their rental booking within 24 hours prior to the scheduled rental start time. This is a mandatory requirement for all bookings.

Confirmation must include both of the following:

1. Confirmation that the event is still proceeding as scheduled on the confirmed date and at the confirmed time; and
2. Confirmation that the delivery location is accurate, accessible, and ready to receive Golf Party's equipment and staff.

Confirmation may be made via any of the following methods: email, text message, or phone call to Golf Party using the contact information provided in your Booking Confirmation or in Section 15 of these Terms.

Failure to confirm within the 24-hour window may result in the cancellation of your booking at Golf Party's sole discretion, without refund of the deposit. Golf Party will make reasonable efforts to reach the customer before canceling a booking due to non-confirmation, but Golf Party is not obligated to delay operations or staff deployment if the customer has not responded within the required window.

This requirement exists to protect both parties — it allows Golf Party to plan equipment, staff scheduling, and travel logistics efficiently and ensures customers receive the quality experience they have booked and paid for.

5. Cancellation & Refund Policy

Golf Party understands that life happens. We have designed this cancellation policy to be as fair and customer-friendly as possible while also protecting Golf Party's

ability to operate reliably. We are always willing to have a conversation — please don't hesitate to reach out.

5a. Weather-Related Cancellations — Full Protection

Golf Party genuinely understands that weather is entirely outside anyone's control, and we never want a customer to feel penalized for something that nature decided. If weather conditions make your event unsafe, impractical, or impossible to conduct — including but not limited to heavy rain, high winds, lightning, severe storms, extreme heat, or other hazardous conditions — you are fully protected.

In the event of a weather-related cancellation, you will receive, at your choice:

6. **A full refund** of all amounts paid, including the deposit; or
7. **A free reschedule** to any mutually available future date, with no change fee and no penalty.

Please communicate weather-related cancellations to Golf Party as soon as you are aware of the concern — the earlier the better for both of us, as it allows us to reassign staff and equipment efficiently. Golf Party may also proactively contact you if we are monitoring weather conditions in your area and believe they may affect your event.

Golf Party's determination of whether conditions qualify as a weather-related cancellation will always be made in good faith and with the customer's best interest in mind. If there is any disagreement, we encourage an open conversation and will work to find a fair resolution.

5b. No-Show / Failure to Be Present

Golf Party invests significant time, preparation, staff hours, and travel into every booking. When we arrive at a confirmed location at the scheduled time, we expect to be met by the customer or a designated representative. The following applies in the event Golf Party arrives and no one is present:

- Golf Party will wait up to **15 minutes** after the scheduled start time and will make reasonable attempts to contact the customer by phone and text during this window.
- If no contact is made and no customer representative is present after this 15-minute window, the booking will be deemed a **no-show**.

- In the event of a no-show, **the deposit is fully forfeited and no refund will be issued.**
- Any remaining balance due beyond the deposit may still be collectible depending on the terms of the applicable Booking Confirmation.

We understand that emergencies happen. If you experience an unexpected situation that prevents you from being present, please contact us immediately — we will always try to work with you wherever reasonably possible.

5c. Customer-Initiated Cancellations (Non-Weather)

For cancellations initiated by the customer for reasons unrelated to weather, the following schedule applies. Golf Party wants to be fair and reasonable, and we will always try to work with you — please communicate with us as early as possible if your plans change.

Cancellation Timing	Deposit	Additional Charges
More than 7 days before the event	Fully refundable	None
Within 72 hours of the event	Can be applied to a future booking	None beyond the deposit
Within 24 hours of the event	Non-refundable	Golf Party reserves the right to charge up to the full booking amount

These timeframes reflect the reality that last-minute cancellations leave Golf Party with little opportunity to fill the booking, while earlier notice allows us to make adjustments. **If you have extenuating circumstances, please reach out — we will always listen and respond with fairness.**

5d. Golf Party-Initiated Cancellations

In the rare event that Golf Party must cancel a confirmed booking for any reason — including equipment failure, unforeseen operational circumstances, or other events outside our control — customers will receive, at their choice:

8. A **full refund** of all amounts paid, including the deposit; or

9. A **free reschedule** to any mutually available future date.

Golf Party will notify the customer as promptly as possible if a cancellation becomes necessary and will make every effort to do so well in advance of the scheduled event date.

6. Customer Responsibility for Equipment Damage



Important Notice — Customer Equipment Liability

The customer is solely and fully responsible for any damage, loss, theft, destruction, or unauthorized use of Golf Party equipment during the rental period. Please read this section carefully before booking.

Equipment Covered. The customer's responsibility applies to all Golf Party equipment delivered as part of the booking, including but not limited to: the tent or canopy, laptop computer, projector, launch monitor, hitting mats, cables, power supplies, golf clubs, golf accessories, display screens, and any other equipment delivered as part of the booking.

Rental Period. The customer's responsibility for equipment begins at the moment Golf Party staff begin unloading or setting up equipment at the customer's location and ends at the moment Golf Party has fully retrieved, loaded, and secured all equipment following the conclusion of the rental.

Customer Obligations. During the rental period, the customer agrees to:

- Keep all Golf Party equipment in a safe, dry, and secure area at all times;
- Ensure that only authorized, responsible individuals operate or interact with the equipment;
- Not allow unauthorized persons — including event guests — to tamper with, move, disassemble, or misuse any Golf Party equipment;
- Immediately notify Golf Party staff of any damage, malfunction, accident, or concern involving the equipment; and

- Take reasonable precautions to protect the equipment from inclement weather, theft, or accidental damage throughout the rental period.

Cost of Damage. Costs for repair or replacement of any damaged, lost, stolen, or destroyed Golf Party equipment will be assessed at full retail or fair market repair value, as determined by Golf Party. The customer will be invoiced accordingly, and payment is due within the timeframe specified on the invoice.

Insurance Recommendation. Golf Party strongly encourages all customers to review their homeowner's insurance, renter's insurance, or event liability insurance policy prior to their event to determine whether coverage applies to rented equipment. Golf Party is not responsible for arranging coverage on the customer's behalf.

Normal Wear and Tear. Golf Party recognizes that normal, expected wear and tear on equipment occurs over time. Customers will not be charged for ordinary wear and tear that results from normal, intended use of the equipment. Charges will only be assessed for damage that results from misuse, neglect, accident, or negligence beyond ordinary use.

7. Customer Responsibilities — Location & Setup Requirements

A safe and successful Golf Party experience depends in part on the customer providing a suitable location for the simulator setup. The customer is responsible for ensuring the delivery location meets the following requirements prior to the scheduled event:

- 10. Vehicle Access.** The location must be accessible for Golf Party's vehicle(s) and equipment, including sufficient clearance, parking, and unloading space. Golf Party must be able to transport equipment from the vehicle to the setup area without unreasonable obstacles.
- 11. Adequate Space.** The setup area must be of sufficient size to accommodate the full simulator setup. Minimum space dimensions will be specified at the time of booking and in the Booking Confirmation. The customer is

responsible for confirming that sufficient space is available and cleared prior to Golf Party's arrival.

12. Level Ground. The setup area must consist of level, flat, stable ground suitable for tent and equipment installation. Uneven, soft, or unstable surfaces may prevent safe setup and constitute an unsuitable location.

13. Electrical Power. Unless a battery-powered package has been specifically selected and confirmed in the Booking Confirmation, the customer must ensure that a standard electrical outlet is available within a reasonable distance of the setup area (specific requirements will be communicated at booking). Golf Party is not responsible for providing extension cords beyond what is included in the standard setup.

14. Permits and Permissions. The customer is solely responsible for obtaining any permits, licenses, HOA approvals, landlord permissions, venue authorizations, or other approvals required to host the event and simulator setup at their chosen location. Golf Party assumes no responsibility for regulatory or property-related compliance at the customer's event location.

If Golf Party arrives at the confirmed location and determines that the location is unsuitable for setup — due to insufficient space, inaccessibility, lack of power, unsafe conditions, or any other reason within the customer's control — Golf Party will not be responsible for the inability to complete the setup, and the deposit may be forfeited. Golf Party staff will communicate any concerns promptly and will make reasonable efforts to identify alternative solutions on-site where possible.

8. Limitation of Liability & Website Disclaimer

Golf Party is committed to delivering an excellent experience every time. We recognize that things don't always go perfectly — and when something goes wrong that is within our control, we will always work to make it right. At the same time, we want to be transparent about the legal boundaries of our responsibility as a small business. This section reflects that balance.

15. Website Information Accuracy. Golf Party makes every reasonable effort to ensure that the content on www.thegolfparty.com — including pricing, package descriptions, availability, and other details — is accurate and up to date. However, errors can occur and information can become outdated. Golf Party is not liable for decisions made based on inaccurate or outdated website information. That said, we are committed to correcting identified errors promptly, and any pricing or terms confirmed in a Booking Confirmation will be honored as agreed.

16. Website Availability. The Golf Party website may occasionally be unavailable due to scheduled maintenance, technical difficulties, or circumstances beyond our control. We are not liable for any losses or inconvenience resulting from website downtime but will work to restore access as quickly as possible.

17. Service Disruptions — Force Majeure. Golf Party is not liable for disruptions, delays, or cancellations caused by circumstances outside its reasonable control, including but not limited to: severe weather or natural disasters, acts of God, government actions or restrictions, power outages or grid failures, road closures or traffic conditions, civil unrest, or other force majeure events. In any such case, Golf Party will communicate with affected customers as quickly as possible and will work to offer reasonable remedies, including reschedules or refunds where applicable.

18. Equipment Failure. In the event of equipment failure during a booked rental, Golf Party will make reasonable efforts to repair, substitute, or replace the affected equipment in a timely manner. If Golf Party is unable to continue the service due to equipment failure not caused by the customer, customers may be entitled to a partial or full refund or reschedule, depending on the extent of the disruption, at Golf Party's reasonable determination.

19. Limitation of Liability Cap. To the fullest extent permitted by applicable law, Golf Party's total aggregate liability to the customer for any claim, loss, or damage arising out of or related to the services, these Terms, or the

Website — regardless of the form of action or theory of liability — shall not exceed the total amount paid by the customer for the specific booking giving rise to the claim.

20. Exclusion of Consequential Damages. To the fullest extent permitted by applicable law, Golf Party shall not be liable for any indirect, incidental, consequential, special, or punitive damages of any kind, including but not limited to lost profits, loss of enjoyment, or costs of substitute services, even if Golf Party has been advised of the possibility of such damages.

21. Our "We'll Make It Right" Commitment. Notwithstanding the above limitations, Golf Party genuinely cares about your experience. If something goes wrong that is within our control, we will make every reasonable effort to remedy the situation — whether through a refund, reschedule, discount, or other resolution. These legal limitations exist to define the outer boundary of our formal liability; they are not a reflection of how we intend to treat our customers. Your satisfaction matters to us, and we stand behind our services.

9. Indemnification

To the fullest extent permitted by applicable law, the customer agrees to indemnify, defend, and hold harmless Golf Party and its owners, officers, employees, agents, contractors, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- 22. The customer's misuse, negligent use, or unauthorized use of any Golf Party equipment;
- 23. Any damage, injury, or harm caused by the customer's guests, invitees, employees, or any third parties present at the customer's event;
- 24. The customer's breach of or failure to comply with any provision of these Terms;

25. Any third-party claims, suits, or actions arising out of or related to the customer's event, including but not limited to personal injury claims arising from conditions at the event location; and
26. Any inaccurate or misleading information provided by the customer in connection with the booking.

This indemnification obligation shall survive the conclusion of the rental period and the termination of any agreement between the customer and Golf Party.

10. Health, Safety & Conduct

Golf Party is committed to providing a safe and enjoyable experience for all customers and their guests. The following expectations apply to all Golf Party events:

27. **Safe Use of Equipment.** Customers and their guests are expected to use the golf simulator equipment safely, responsibly, and in accordance with any instructions provided by Golf Party staff. The equipment includes items that, if misused, could cause personal injury or property damage.
28. **Supervision of Minors.** Customers are responsible for ensuring that minor guests use the equipment safely, appropriately, and under adequate adult supervision at all times. Golf Party staff are not responsible for supervising minors.
29. **Personal Injury Disclaimer.** Golf Party is not liable for personal injury sustained by the customer or any guest resulting from the misuse, unsafe use, or unauthorized use of Golf Party equipment. Use of the simulator is at each participant's own risk when operated in a manner inconsistent with Golf Party's instructions.
30. **Right to Refuse Service.** Golf Party staff reserve the right, in their reasonable judgment, to refuse setup, pause service, or shut down the rental entirely if: unsafe conditions exist at the location; equipment is being misused or damaged; conduct by the customer or guests is inappropriate,

threatening, or disruptive; or continuing the event would pose a risk of harm to persons or property. In such cases, the deposit may be forfeited.

31. Alcohol and Impairment. Golf Party reserves the right to restrict use of the simulator equipment by individuals who appear to be impaired, intoxicated, or otherwise unable to operate the equipment safely.

11. Intellectual Property

All content appearing on or through the Golf Party website (www.thegolfparty.com) — including but not limited to text, articles, graphics, logos, icons, images, audio clips, digital downloads, data compilations, software, and the overall design and compilation of the Website — is the exclusive property of Golf Party or its content suppliers and is protected by applicable United States and international copyright, trademark, and intellectual property laws.

Customers and visitors are expressly prohibited from reproducing, copying, distributing, transmitting, displaying, publishing, selling, licensing, modifying, creating derivative works from, or otherwise exploiting any content from the Golf Party Website or marketing materials without the prior express written permission of Golf Party. Unauthorized use of Golf Party's intellectual property may give rise to a claim for damages and/or constitute a criminal offense.

Any trademarks, service marks, and trade names of Golf Party appearing on the Website are the property of Golf Party. All other trademarks not owned by Golf Party that appear on the Website are the property of their respective owners.

12. Privacy

Golf Party is committed to protecting the privacy of its customers. The collection, use, storage, and disclosure of personal information provided by customers in connection with bookings, inquiries, or use of the Website is governed by Golf Party's Privacy Policy, which is incorporated into these Terms by reference and is available at:

www.thegolfparty.com/privacy-policy

By agreeing to these Terms and Conditions, you also acknowledge and agree to the Golf Party Privacy Policy. If you have any questions or concerns about how your personal information is handled, please review the Privacy Policy or contact Golf Party directly using the information in Section 15.

13. Governing Law & Dispute Resolution

32. Governing Law. These Terms and Conditions, and any dispute arising out of or related to them or to the services provided by Golf Party, shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of law provisions or principles.

33. Informal Resolution. Before initiating any formal dispute resolution process, the customer agrees to first contact Golf Party directly and in good faith to attempt to resolve the dispute informally. Golf Party is committed to resolving disputes fairly and will make every reasonable effort to reach a mutually satisfactory outcome. Contact Golf Party using the information in Section 15 of these Terms.

34. Binding Arbitration. If informal resolution is unsuccessful within thirty (30) days of the customer's written notice to Golf Party, any unresolved dispute, claim, or controversy arising out of or relating to these Terms or the services — including questions of arbitrability — shall be submitted to and finally resolved by binding arbitration conducted in the Commonwealth of Kentucky in accordance with applicable arbitration rules. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

35. Jurisdiction. To the extent any matter is not subject to arbitration, the parties consent to the exclusive jurisdiction of the state and federal courts located in the Commonwealth of Kentucky for the resolution of any such matters.

36. Class Action Waiver. The customer agrees that any dispute resolution proceedings — whether in arbitration or in court — will be conducted solely on an individual basis and not as a class, consolidated, or representative action. The customer expressly waives any right to participate in a class action lawsuit or class-wide arbitration against Golf Party.

37. Waiver of Jury Trial. To the extent permitted by applicable law, the parties waive any right to a jury trial in connection with any action or litigation arising out of these Terms or Golf Party's services.

14. Severability & Entire Agreement

38. Severability. If any provision of these Terms is found to be unlawful, void, or unenforceable under applicable law, that provision shall be deemed severable from the remaining Terms and shall not affect the validity or enforceability of any remaining provisions. The remaining Terms shall continue in full force and effect.

39. Entire Agreement. These Terms and Conditions, together with the Golf Party Privacy Policy (www.thegolfparty.com/privacy-policy) and the customer's Booking Confirmation, constitute the entire agreement between Golf Party and the customer with respect to the subject matter hereof. They supersede all prior and contemporaneous negotiations, representations, warranties, understandings, proposals, communications, and agreements — whether written or oral — between the parties relating to the services.

40. No Waiver. Golf Party's failure to enforce any right or provision of these Terms on any occasion shall not constitute a waiver of that right or provision on any other occasion, nor shall it be construed as a waiver of Golf Party's right to enforce such provision in the future.

41. Amendments. No amendment or modification to these Terms shall be binding on Golf Party unless made in writing and signed by an authorized

representative of Golf Party. Customer-proposed amendments or modifications communicated verbally or informally shall not be effective.

42. Headings. Section headings used throughout these Terms are for convenience and reference only and shall not affect the interpretation or construction of these Terms.

15. Contact Information

For questions, concerns, or correspondence regarding these Terms and Conditions, booking inquiries, refund requests, or any other matters related to Golf Party's services, please contact us using any of the following methods:

Company	Golf Party, LLC
Website	www.thegolfparty.com
Email	golfparty502@gmail.com

Golf Party is committed to responding to all inquiries in a timely manner. We value every customer relationship and encourage open communication on any question or concern.

Legal Counsel Notice: This document has been prepared for general informational and operational purposes. Golf Party recommends that this Terms and Conditions document be reviewed by qualified legal counsel familiar with the laws of the Commonwealth of Kentucky and applicable federal regulations prior to publication and enforcement, to ensure full compliance with jurisdiction-specific requirements. This document does not constitute legal advice.

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