

## BACKYARD ADVENTURES, LLC SERVICE AGREEMENT

This Service Agreement (this "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between Backyard Adventures, LLC, a Pennsylvania limited liability company (the "Company"), and "Customer".

### **Background**

- A. Company is a party event planning and equipment rental company.
- B. Customer wishes to rent equipment and may obtain Event hosting and organization services for a minor children's Event (the "Event").
- C. The parties wish to set forth the terms under which Company will provide services and equipment rental.

The parties agree as follows:

### **1 Term and Termination**

- 1.1 Term. This Agreement begins on the Effective Date and continues until completion of the rental period unless terminated earlier in accordance with this Agreement (the "Term").
- 1.2 Termination by Customer. Customer may cancel the reservation for any reason upon written notice at least seven (7) days prior to the scheduled delivery date to receive a full refund of the deposit. Cancellations made less than seven days in advance may result in forfeiture of the deposit.
- 1.3 Termination by Company. Company may terminate this Agreement if Customer fails to comply with the terms, including failure to pay, provide safe access, or comply with supervision and safety guidelines.
- 1.4 Effect of Termination. Upon termination, Company shall cease providing services and collect rented equipment. Customer shall remain liable for any charges incurred up to the date of termination.

### **2 Fees and Payment**

- 2.1 Rental Fees. Customer agrees to pay Company the total rental fee as detailed in the Reservation Confirmation. Rental fees include equipment delivery, setup, and removal for the agreed rental period.
- 2.2 Deposit and Final Payment. A deposit of 20% of the total rental fee is due at the time of booking. The balance is due on or before the day of the event, prior to setup.
- 2.3 Additional Charges. Additional charges may apply for late pickup, damage to equipment, excessive cleaning, or extension of rental time beyond the agreed period.
- 2.4 Payment Methods. Company accepts cash, check, or credit/debit card. A receipt will be provided for all transactions.

### **3 Liability Waiver and Assumption of Risk**

- 3.1 Assumption of Risk. The Customer acknowledges that participation in the Event and use of the Equipment involves inherent risks, dangers, and hazards, which may result in Injuries. These risks include, but are not limited to, physical exertion, equipment malfunction, improper use of equipment, and the actions or inactions of other Attendees. The Customer voluntarily assumes all risks associated with the Event and the use of the Equipment, including the risk of Negligence or Misuse by other Attendees. The Customer understands that the Company does not guarantee the safety of the Attendees and that the Customer is solely responsible for ensuring that all Attendees are aware of and understand the risks involved.
- 3.2 Liability Waiver. To the fullest extent permitted by law, the Customer, on behalf of themselves and their Attendees, hereby releases, waives, discharges, and covenants not to sue the Company, its officers, directors, employees, agents, and representatives from any and all Liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or Injury, including death, that may be sustained by the Customer or any Attendee, or to any property belonging to the Customer or any Attendee, whether caused by the Negligence of the Company or otherwise, while participating in the Event or using the Equipment. This Liability Waiver is intended to be as broad and inclusive as is permitted by the law of Pennsylvania and shall be governed by and interpreted in accordance with the laws of Pennsylvania.
- 3.3 Indemnification by Customer. The Customer agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and representatives from and against any and all claims, demands, actions, causes of action, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- 3.3.a any Negligence or Misuse of the Equipment by the Customer or any Attendee;
- 3.3.b any violation of any law, regulation, or ordinance by the Customer or any Attendee; or
- 3.3.c any breach of this Agreement by the Customer. This indemnification obligation shall survive the Termination of this Agreement.
- 3.3.d any breach of this Agreement by the Customer. This indemnification obligation shall survive the Termination of this Agreement.

3.4 Insurance Requirements. The Customer represents and warrants that they maintain, or will maintain throughout the Term, a comprehensive general liability insurance policy or homeowner's insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Customer's failure to maintain the required Insurance coverage shall be a material breach of this Agreement.

#### **4 Customer Obligations**

4.1 Supervision of Attendees. Customer is solely responsible for the continuous and adequate supervision of all Attendees, including Minor Children, at the Event. This includes ensuring that Attendees adhere to safety guidelines and instructions provided by Company or displayed on or near the Equipment. Customer acknowledges that Company personnel, if present, are not substitutes for Customer's supervisory responsibilities. Customer must actively monitor the Attendees to prevent Injuries, Misuse of Equipment, or any other unsafe behavior. Customer is responsible for providing a sufficient number of adult supervisors to manage the Attendees effectively, taking into account the age, maturity, and number of Attendees. Customer must ensure that all supervisors are aware of their responsibilities and are capable of responding appropriately to any incidents or emergencies. Customer is responsible for any Injuries or damages resulting from inadequate supervision.

4.2 Proper Use of Equipment. Customer shall ensure that all Attendees use the Equipment in a safe and proper manner, consistent with the Equipment's intended purpose and any instructions provided by Company. Customer must prevent Attendees from misusing the Equipment, altering it, or using it in any way that could cause damage or injury. Customer is responsible for instructing Attendees on the proper use of the Equipment and for enforcing these instructions throughout the Event. Customer must immediately stop any Attendee who is misusing the Equipment or engaging in unsafe behavior. Customer is responsible for any damage to the Equipment or injuries to Attendees resulting from improper use. Customer acknowledges that Company may provide instructions or guidelines for the proper use of the Equipment, but Customer remains ultimately responsible for ensuring that Attendees follow these instructions.

4.3 Compliance with Venue Rules and Laws. If Event occurs at a third party Venue, Customer shall ensure that the Event and all Attendees comply with all applicable Venue rules, regulations, and laws, including noise ordinances, safety regulations, and permit requirements. Customer is responsible for obtaining any necessary permits or approvals for the Event and for ensuring that the Venue is suitable for the intended Activities. Customer must prevent Attendees from engaging in any illegal or disruptive behavior at the Venue. Customer is responsible for any fines, penalties, or other liabilities resulting from non-compliance with Venue rules or laws. Customer acknowledges that Company is not responsible for ensuring compliance with Venue rules or laws, and that Customer is solely responsible for any consequences of non-compliance. Customer must inform all Attendees of the Venue rules and laws and ensure that they are followed throughout the Event.

#### **5 Company Obligations**

5.1 Delivery and Setup. The Company shall deliver the Equipment to the Event location on or before the agreed-upon date and time as specified in the Reservation Confirmation. The Company shall be solely responsible for the proper and safe setup of the Equipment, ensuring that it is in good working order and meets all safety standards. The Company shall provide all necessary tools, materials, and personnel required for the delivery and setup of the Equipment. The Customer shall not be responsible for any costs associated with the delivery and setup of the Equipment, unless otherwise agreed in writing. The Company shall ensure that the setup is completed in a timely manner so as not to disrupt the Event schedule.

5.2 Removal. The Company shall remove all Equipment and Company materials from the Event site.

#### **6 Governing Law and Dispute Resolution**

6.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles. The Parties agree that any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in

the federal or state courts located in Pennsylvania, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

6.2 **Mediation.** In the event of any dispute arising out of or relating to this Agreement, the Parties shall first attempt to resolve the dispute through mediation. The mediation shall be conducted in Pennsylvania, unless otherwise agreed by the Parties. The Parties shall mutually agree upon a mediator. If the Parties cannot agree on a mediator, either Party may request the American Arbitration Association to appoint one. The mediation shall be non-binding, and the Parties shall share the costs of the mediation equally.

## **7 Notices**

7.1 **Notice Methods.** All notices required or permitted under this Agreement must be in writing. The Customer may deliver notices by personal delivery, nationally recognized overnight courier, email, or certified mail, return receipt requested, to the Company. The Company may deliver notices by personal delivery, nationally recognized overnight courier, email, or certified mail, return receipt requested, to the Customer.

7.2 **Effective Date of Notice.** Notices are effective upon receipt. Receipt is defined as follows: For personal delivery, upon delivery. For overnight courier, upon confirmed delivery by the courier service. For email, upon transmission, provided that the sender receives an automated confirmation of delivery. If no confirmation is received, notice must be given by another method specified in this Section 9. For certified mail, five (5) days after the date of mailing.

## **8 Force Majeure**

8.1 **Definition of Force Majeure.** Force Majeure shall mean any event or circumstance beyond the reasonable control of the Customer, including, but not limited to, acts of God, war, terrorism, civil unrest, labor disputes, epidemics, pandemics, fire, flood, earthquake, or other natural disaster, as well as any acts, regulations, or orders of any governmental authority. For the avoidance of doubt, Force Majeure shall not include financial hardship, changes in market conditions, or the Customer's inability to obtain necessary permits or approvals, except where such inability is directly caused by an event of Force Majeure.

8.2 **Suspension of Obligations.** In the event of a Force Majeure, the Company and Customer's obligations under this Agreement shall be suspended to the extent and for the duration that such performance is prevented, hindered, or delayed by the Force Majeure event. The Company and Customer shall not be liable to the other for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by a Force Majeure event. Both parties shall use commercially reasonable efforts to mitigate the effects of the Force Majeure event and resume performance of its obligations as soon as reasonably practicable.

8.3 **Notice of Force Majeure.** Either Party shall promptly notify the other in writing of the occurrence of a Force Majeure event and shall provide a reasonable estimate of the expected duration of the suspension. The Parties shall provide reasonable updates regarding the status of the Force Majeure event and its efforts to resume performance of its obligations. The initial notice shall be given as soon as reasonably practicable after the Party becomes aware of the Force Majeure event.

## **9 Entire Agreement**

9.1 **Integration.** This Agreement constitutes the entire agreement and understanding between the Customer and the Company with respect to the subject matter hereof and supersedes all prior and contemporaneous communications, negotiations, and agreements, whether oral or written, between the parties with respect to such subject matter. No other agreements, promises, representations, or inducements, whether express or implied, shall be binding upon the parties except as expressly set forth in this Agreement.

9.2 **No Reliance.** Each party acknowledges that it has not relied on any representation, warranty, or statement made by any other party, except as specifically set forth in this Agreement, and that it has relied solely on its own judgment and investigation in entering into this Agreement. The Customer acknowledges that the Company has made no representations or warranties regarding the success of the Event or the satisfaction of the Attendees, except as expressly stated in this Agreement.

9.3 **Conflicts.** In the event of any conflict or inconsistency between the terms of this Agreement and any exhibit, schedule, or other attachment hereto, the terms of this Agreement shall govern. Any terms contained in the Customer's purchase order or other documentation that are inconsistent with or in addition to the terms of this Agreement shall be of no force or effect.

## **10 Amendment**

10.1 Written Amendments. This Agreement may be amended only by a written instrument signed by both the Company and the Customer. Any such amendment must clearly and unequivocally express the intention of both parties to amend this Agreement. No modification or alteration of this Agreement shall be effective unless made in writing and duly executed by both parties.

10.2 No Oral Modifications. Oral agreements or discussions before or after the execution of this Agreement shall not alter or amend any of the terms or obligations outlined herein. The parties expressly agree that no oral modification of this Agreement shall be binding on either party. This provision is intended to prevent misunderstandings and ensure that all modifications are documented and agreed upon in writing.

## **11 Severability and Waiver**

11.1 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, unless the provision is essential to the Agreement, in which case the Parties shall negotiate in good faith to amend the Agreement to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the greatest extent possible, the economic, legal, and commercial objectives of the invalid, illegal, or unenforceable provision. The Customer shall have the right to immediately terminate the Agreement if such an amendment is not agreed upon within thirty (30) days of the initial notification of the invalidity.

11.2 Waiver of Rights. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of either Party to enforce any provision of this Agreement or to require performance by the other Party of any provision hereof shall not be construed as a waiver of such provision or affect the right of either Party to enforce such provision thereafter. Furthermore, any waiver by the Customer of a breach of any provision of this Agreement by the Company shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement. Any waiver by the Company of a breach of any provision of this Agreement by the Customer shall only be effective if explicitly stated in writing and shall not operate as a continuing waiver. The Customer retains all rights and remedies available under law or equity, notwithstanding any forbearance or delay in exercising such rights.

## **12 Counterparts**

12.1 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Customer may sign and deliver this Agreement (including by electronic transmission) and this Agreement will be effective as of the date that the Company receives the signed copy of this Agreement from the Customer.

12.2 Electronic Signatures. The parties agree that this Agreement and any other documents requiring signature under this Agreement may be executed by electronic signature. The parties agree that electronic signatures shall have the same force and effect as original signatures and that a scanned copy or other reproduction of an original signature or an electronic signature, transmitted by electronic mail or other electronic means, shall be deemed to be an original signature for all purposes.

## **BACKYARD ADVENTURES, LLC**

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

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

## **CUSTOMER:**

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

Print Name: \_\_\_\_\_

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