



## **Party Booking Terms and Conditions**

“The host” – means the person signing the application form for hire of the equipment/party.

“The provider” – means the recognized representatives of GoinGamers.

The host acknowledges and provides permission for “the provider” to take photos and video of the party throughout the duration of the party to be used for promotional purposes only. Written advice for non-consent is required.

Final numbers and theme/game choices must be confirmed at least 48 hrs prior to the start time of the party.

Supervision – means the host must ensure that the party has at least an adequate number of parents/guardians are present for the entire duration of the party to ensure the safety of all participants.

The host is responsible for provision/supervision of all food/drinks.

### **PAYMENT**

A minimum deposit of \$100.00 is required at the time of booking. No agreement comes into existence with GoinGamers and no booking will be confirmed until such time as the deposit has been received. In the event that a booking is made within 30 days of the event, full payment will be required at time of booking, unless otherwise agreed to with GoinGamers.

The deposit and full payment may be made via the secure payment system at [www.GoinGamers.com](http://www.GoinGamers.com).

Payment must be made in full, in advance of GoinGamers providing any of the services that have been agreed.

### **CANCELLATIONS**

If you must cancel the booking for any reason then written notice is required.

Where such notice is provided to GoinGamers more than 14 days in advance of the event, 100% of the price of the party less the \$100 deposit will be refunded. No deposit will be refunded where cancellations are less than 14 days before the scheduled event. If you need to reschedule, we will be more than happy to accommodate an alternative date for your event.

GoinGamers reserve the right to cancel any event and bear no responsibility for such cancellations, howsoever arising, which are caused by circumstances that are outside its control. In such circumstances, customers will be entitled to a full refund of all monies paid.

### **CONFIRMATION**

Within ten days of receipt of the booking deposit, GoinGamers will provide the client with a letter of confirmation of the date and time of the event. If such documentation is not received within ten days, the onus is on the client to inform GoinGamers of this fact and GoinGamers will not be responsible for any delay or double booking of the event or time.



## **SAFETY**

GoinGamers require the provision of a suitable and appropriate area for the party. This area must be available to GoinGamers a minimum of 30 minutes immediately prior to the party. A 30 foot X 12 foot area is required for the video gaming truck and this includes sufficient floor space around the vehicle to include the children's play zone. The play zone should be free from all sharp objects and hazards such as free standing ornaments, breakable items and should allow sufficient room to move around the unit comfortably. It is the host's responsibility to insure this safe area.

Events are scheduled for an allotted time. GoinGamers will accept no liability or responsibility for delays that are caused by a failure or delay in preparing or making available the site or delays that are created by the supervising adults or by children attending the event.

It is the responsibility of the parent(s), guardian(s), party hosts and/or adult(s) in charge of the party to supervise children and ensure their safety at all times. Children are not permitted to interfere with the sound system, electrical fittings, or any other equipment and the hirer must ensure that all children, by their conduct, do not create a danger to themselves or to others.

## **INSURANCE**

GoinGamers is not responsible for dangerous behavior or allergic reactions to food or beverages supplied at the party.

## **TRAVEL FEE**

GoinGamers operate in and around the South Florida area. There is a \$2 per mile fee for all parties booked 20 miles or more from zip code 33160.

## **COMPLAINTS**

In the unlikely event that you are unhappy with any aspect of your party please ask to speak with a GoinGamers representative on the day. Regrettably, GoinGamers cannot rectify any issues or problems after the event and will not consider monetary refunds if issues are not raised/discussed while the party is ongoing.

## **HOLD HARMLESS**

The Host has agreed to supervise the participants and be responsible for the safety of all participants at the event listed below and will indemnify and hold harmless GoinGamers and its employees from any claims, actions, and judgments, including all costs of defense and attorney's fees incurred in defending against same arising from and related to this event.

Should this event be cancelled for any reason because of the actions or lack of action from GoinGamers or its employees or agents the total measure of damages for the Host and any potential participant is limited to the amount billed and collected by GoinGamers prior to the scheduled event. This amount of liquidated damages is agreed upon by the host, individually and on behalf of all the potential participants, since a measure of damage in any other manner is too difficult to determine.

Name (Host): \_\_\_\_\_  
Party Date: \_\_\_\_\_  
Start Time: \_\_\_\_\_  
End Time: \_\_\_\_\_  
Party Address: \_\_\_\_\_  
\_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_