

PLEASE READ THIS TERMS OF SERVICE & CONDITION AGREEMENT CAREFULLY. Terms of Service & Conditions Agreement for Party Services are sent via email between 5 to 7 business days after all details of the event or party are confirmed by the Client via email.

## **Terms of Service & Conditions Agreement for Party Kit Service**

### **I. PRODUCTS**

1. Terms of Festiveknicknacks/Sustainable Parties Party Kit Service is owned by and remains the property of Festiveknicknacks/Sustainable Parties.
2. By requesting Party Kit Service through Festiveknicknacks/Sustainable Parties, you agree to the terms and conditions set forth in this Terms of Service and Conditions Agreement.
3. All Party Kit Services equipment that is owned by Festiveknicknacks /Sustainable Parties, will remain property of Festiveknicknacks/ Sustainable Parties. This may include but is not limited to: cleaning supplies, aprons, and personal protective equipment (PPE).

### **II. PAYMENT, SECURITY DEPOSITS AND CANCELLATION POLICY**

#### Payment Policy

##### **Payment Method:**

Payment is required at the end of Client's event or party via Venmo or a cash payment. Electronic payment must be made through Venmo to @festiveknicknacks. Cash payment is also accepted. A receipt can also be provided after payment unless clients opt to forego a receipt after payment is given after the party or event. Please Note: payment doesn't apply to ANY Complimentary Party Free Kit Rental bookings.

##### **Security Deposit Details:**

A \$35 Security Deposit is required to rent any of the following items: a Party Kit rental, a complimentary Party Kit Rental, any reusable party supply rental, a reusable centerpiece rental, a backdrop rental, or the email only photobooth service.

The Security Deposit will be refundable to the client via Venmo after the items listed above are returned undamaged and complete.

**Please Note:** If there are any damages to Festiveknicknacks/Sustainable Parties party supplies, the Client is responsible for covering the damages made. This upfront security payment agreement does not apply to Festiveknicknacks/Sustainable Parties complimentary rentals although complimentary rentals will still charge for damages in the event a rental is damaged.

Additionally, before a payment is made, the client must ensure the following: if a party kit is rented, they must return a complete Party Kit with no broken or missing items from the Party Kit. In addition, if Party Kit Service is requested, no party attendee personal belongings left behind are to be the responsibility of the Party Help Host. Event or Party Clean Up Time will start 45-minutes before the end of the booking hours.

Examples of Events and Party Locations:

Locations are usually at one of the following venues types: parks, community centers, backyards, and or homes etc. (party locations can be changed upon the request of the client via email only).

## **CANCELLATION POLICY**

### **Cancellation Fee Notification:**

If a client does not cancel their booking at least two days before their scheduled booking, a \$20 late cancellation fee will be charged.

1. You may cancel the booking at any time prior to the start date of your hire. A cancellation charge of \$20 will be charged within 2 days. This does not apply to complimentary Party Kit rentals.
2. In the unlikely event that we are unable to fulfill your booking due to circumstances beyond our control such as a positive Covid test or illness on the day of the event, we do not accept any legal liability although will provide a complimentary party kit if requested.

## **PARTY KIT SERVICE PAYMENT POLICY**

Your contact details will be stored on an electronic storage and retrieval system which has been created for the exclusive use of keeping in contact with you about your booking. This data will not be used by any third party without prior consent.

Party Kit Service payment is completed through the Festivenicknacks Venmo App or made as a cash payment at the end of the event.

## **III. LIABILITY**

1. You are responsible for the Party Kit party supplies and or equipment rental for the duration of the hire (meaning the rental) period and adequate care should be taken, especially of items which can be easily damaged such as tablecloths and decorations.
- 2) No responsibility can be accepted for injury which occurs when a Party Kit is out for hire when working at a Clients Home or Public Building, or local community park.

## **IV. DISCLAIMER**

- 1) All photos taken during the event or party will be utilized to promote on Social Media and to advertise on other platforms. No child under the age of 18 years of age will be in pictures taken by Festiveknicknacks/Sustainable Parties to protect the privacy of children. If the parent provides consent via email, the pictures will be used to promote and for advertising of Festiveknicknacks/Sustainable Parties.
- 2) **Personal Belongings:** Festiveknicknacks/Sustainable Parties is not liable for the loss or damage to any money, jewelry, documents, or any other personal property items brought onto the location of the event booked by the client(s).

## **Consent to Photograph and Video Recording**

The undersigned consents to be photographed (including video, still photography in digital or any other format any other means of recording such as social media reels, stories, post images) while receiving Party Kit Services from Festiveknicknacks/Sustainable Parties, with the understanding that the images from such photography will be used for social media marketing and environmental training purposes.

### **Consent to keep and save Clients personal information:**

The undersigned consents to keep and save clients personal information such as; email and telephone number for marketing purposes of Festiveknicknacks/Sustainable Parties.

## **V. AGREEMENT TO THE TERMS:**

I, **Customer Name**, have knowledge and understanding of my client responsibilities. By providing my signature, I accept the Party Kit Service being provided by Festiveknicknacks/Sustainable Parties, and accept the Terms and Conditions Agreement. I will pay for services within 5 hours of the hire start date and end time on said date. I acknowledge that I requested and confirmed to hire a ONE Party Kit for said date.

My signature below is to acknowledge that, I, **Customer Name**, have received and read the electronic copy of the Party Kit Service Terms of Service and Conditions Agreement from Festiveknicknacks/Sustainable Parties, and agree to accept the financial responsibility for the services.

Please sign below if you accept, agree and understand the Terms of Services and Conditions Agreement for the Party Kit Service.

\_\_\_\_\_  
*Customer's Full Name*

\_\_\_\_\_  
*Customer's Signature*

\_\_\_\_\_  
*Date*