

PLEASE READ THIS TERMS OF SERVICE & CONDITION AGREEMENT CAREFULLY. Terms of Service & Conditions Agreement for Party Services are sent via email between 2 to 4 business days after all details of the event or party are confirmed by the Client via email.

## **Terms of Service & Conditions Agreement for Day of Party Help Host Service**

### **I. PRODUCTS**

1. Terms of Festiveknicknacks/Sustainable Parties Day of Party Help Service is owned by and remains the property of Festiveknicknacks/Sustainable Parties.
2. By requesting Day of Party Host Service through Festiveknicknacks/Sustainable Parties, you agree to the terms and conditions set forth in this Terms of Service and Conditions Agreement.
3. All Day of Party Help 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 Security deposit is NOT required to book a Day of Party Help Host. 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 Day of Party Host 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 \$45 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 \$45 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.

## **DAY OF PARTY HELP 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.

### **Day of Party Help Host Payment Rates:**

The Day of Party Help Host rate is \$20 per hour rate per person hired at the event or party. All Tips may be included on the day of Party Host payment in addition to hourly rate at the end of the event. Day of Party Host service payment are completed through the @Festiveknicknacks via the Venmo App or made as a cash payment at the end the the event.

### **Extension of Booking Time from the Original Booking Time:**

Clients can choose to keep the party or event service going by requesting Festiveknicknacks/Sustainable Parties Staff to continue services for no more than 1-hour extra from the original booking time at a Rate of \$ 25 per hour.

## **DAY OF PARTY HELP HOST GUIDELINES:**

### **Guests Guidelines:**

1 - 50 guests attending, client may hire ONE Day of Party Help Host

51- 100 guests attending, client may hire TWO Day of Party Help Hosts

100- 150 guests. Client may hire, client may hire 3 Day of Party Help Hosts

## **DAY OF PARTY HELP HOST HEALTH AND SAFETY PRACTICES:**

- 1) **Staff will wear a N95 or KN95 mask** during the hours he or she is hosting a party or event unless he or she is eating, drinking water or outdoors.

This is to protect him or herself and others from Covid-19. The CDC continues to recommend that staff wear the most protective well-fitting mask such as a N95, KN95 or a Disposable Surgical Face Mask.

- 2) Staff is also required to wash hands, use disposable gloves when serving food or drinks & complete the California Food Handler Training.
- 3) Staff will clean and disinfect the working counter place before and after the event or party with Lysol Wipes.
- 4) Reusable towels will be washed in hot water before use and after event use.
- 5) A **Negative Covid-19 Test** is required to host an event or party.
- 6) **Alcohol:** At a public venue, the Day of Party Help Host can only serve alcoholic beverages or prepare alcoholic beverages in the event no permit is required, the party is private, and the alcohol is free. Venue owners should provide written consent confirming their authorization for us to serve via email to rent@festiveknicknacks two days before the event. If a permit is required, Festiveknicknacks/Sustainable Parties Party cannot serve since we have no current staff that holds Bartender Certification or an Alcohol Server Permit from the State of California. Private events on private property do not follow the same parameters as private events at public venues. Festiveknicknacks/Sustainable Parties staff can serve alcohol as long as it is free and not being sold.
- 7) Day of Party Help Hosts are encouraged to arrive 15-minutes early for parking and finding the event location. In the event of an emergency, the Day of Party Help Host will text the client with an ETA arrival time.
- 8) Day of Party Help Hosts working 5 hours in a day are entitled to ONE 10-minute Rest Break under California Labor Law. The 10-minute Rest Break must be taken on site after working 2 hours. Staff will text the Client's Personal cell phone that he or she is taking the 10-minute Rest Break on site.

#### **DAY OF PARTY HELP HOST TASKS INCLUDED ARE:**

- 1) Assist and help with party set up
- 2) Serve food to guests including children
- 3) Clean up throughout the event or party
- 4) Re-stock drinks and food
- 5) Serve cake to guests
- 6) Clean up at the end of party or event
- 7) Assist with preparing food

### **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 during the Day of Party Help or when Party Kit is out for hire when working at a Clients Home or Public Building, or local community park. Clients must provide a safe working environment for the Day of Party Help Host. If an injury occurs or emergency occurs working inside a Client's Home. The Client's Home Owner's Insurance should be used to cover expenses of injuries of the Party Help Host(s).

#### **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) on said event at said date.

#### **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 Day of Party Help Host 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 Day of Party Help 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 the day of the event. I acknowledge that I requested and confirmed to hire a ONE Day of Party Help Host at said date and time.

My signature below is to acknowledge that, I, **Customer Name**, have received and read this Day of Party Help Terms of Service and Conditions Agreement from Festiveknicknacks/Sustainable Parties, who is the representative of the Day of Party Host, Dayna Lopez- Price, 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 Day of Party Help Host Service. Please sign no later than 2 days prior to the event. This will give you 3 days to review the terms before signing it.

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

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

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