



CONTRACT FOR SERVICE

1. GENERAL TERMS AND CONDITIONS:

- The bus is tailored for children ages 2 - 7 years old only.
- No more than 14 children in the Play Ground area at one time.
- No more than 10 children in the Sports arena at one time.
- Bathroom facilities are not available on the Beary Fun Bus.
- For children's safety the children will not be allowed off the Beary Fun Bus unless accompanied by the event organizer or someone who is made known to us at the time.
- There are NO shoes, food, glass bottles, cups or glass containers allowed on the bus. This is for every child's protection.
- Socks are required to be worn at all times on the Beary Fun Bus.
- All children must adhere to the rules of safe play available through our website.
- It is your responsibility to ensure that access is available for the bus at your location.
- Pictures and/or videos taken by the Beary Fun Bus staff may be used in advertising, flyers, TV, web site, etc. By signing this contract you are giving permission for the Beary Fun Bus to use pictures and/or videos of your party and guests for the above purposes.

2. ONLINE BOOKING ENQUIRY: Any booking form completed on the Beary Fun Bus website is a booking enquiry only, we will confirm all bookings in writing when the received deposit clears. For booking services of the Beary Fun Bus, please complete form attached below.

3. PAYMENT TERMS: To book the Beary Fun Bus a deposit of 50% of the total fee is required. Full payment for the Beary Fun Bus is due and payable fifteen (15) days in advance of the Date of Service. Deposit may be made by check, at least 2 weeks in advance. Balance payment can be made by check or cash. Please call for rate information.

4. CANCELLATION POLICY: The chartering party must notify The Beary Fun Bus of cancellation via fax or email, no cancellations will be accepted over the phone. There is no cancellation fee if the cancellation is made at least thirty-one (31) days prior to the Date of Service. Cancellations are subject to a penalty fee calculated as a percentage of the service cost, based on the number of days prior to the Date of Service that the Beary Fun Bus staff receives notification thereof:

- 15 to 30 days 30% cancellation fee
- 14 to 8 days 50% cancellation fee
- 7 to 0 days 100% cancellation fee

In the unlikely event that due to mechanical breakdown, adverse weather conditions or other uncontrollable circumstances, we are unable to fulfill your confirmed booking we will extend a full refund of your deposit, or offer an alternate date at a discounted rate.

5. **RELEASE OF WAIVER OF LIABILITY:** Physical activity is not without risk. Even when all the "rules" are followed to the letter, injuries and accidents can occur. That's the nature of physical activities and life. Kids' activities and entertainment, no matter how comprehensive, can never cover every angle and every individual's unique makeup, previous history and current situation. The entertaining activities and exercises to be conducted inside the Beary Fun Bus assume children are in good health and are capable of conducting physical activities. Please keep in mind that all children develop at different rates and care takers and/or parents should be aware of these issues on an individual basis. The managing members of the Beary Fun Bus have made their best effort to produce a safe, fun and high quality entertaining service and environment and they make no representation or warranties of any kind with regards to the safety of the contents of the bus and the physical activities to be conducted inside. Although upon request, the Beary Fun Bus provides a Commercial General Liability Declarations Certificate to the Beary Fun Bus user, the managing members of the Beary Fun Bus accept no liability of any kind for losses or damages caused or alleged to be caused directly or indirectly from using the Beary Fun Bus services.

6. **ADDITIONAL CHARGES:** When, at the request of the chartering party, any change in itinerary is made (such as an increase in miles or hours to that specified in the booking form in this Contract), an additional charge shall be made for such additional services.

7. **ARRIVAL AND DEPARTURE TIME:** The time of arrival cannot be guaranteed. Travel speed limits are prescribed by law, and the Beary Fun Bus operators are instructed to travel at all times at speeds compatible with safe operations. Road, traffic and weather conditions are beyond the control of the Beary Fun Bus and the service provider, and no refunds shall be given as a result of late arrivals due to such conditions or other occurrences out of the control of the Beary Fun Bus staff.

8. **LAST MINUTE BOOKINGS:** Any last minute bookings (booked 48 hours or less) a full balance payment will be required up front at time of booking in cash. If the customer decides to cancel after making the last minute booking, deposit will not be refund nor rescheduled! - This only applies to last minute bookings - All other deposit and bookings apply to the regulations above.

9. **BOOKING FORM:**

Contact Full Name: _____

Contact Phone #: _____ e-mail address: _____

Number of Children (must be between 2 and 7 yrs. old): _____

Event Date: ____/____/____ Event Time: ____ Number of hours: ____

Event Address: _____

City/State/Zip _____

Please initial to confirm there will be free access and at least 7 parking spaces for our bus at your location. ____

10. RATE: The agreed upon rate for this event is:

\$_____ First Hour, \$_____ Second Hour, \$_____ Every hour thereafter.

11. PAYMENT:



Check Payable to: **Beary Fun Bus**
13135 SW 124 Avenue, Suite 102
Miami, FL 33186



Credit Card payment, please fill out information below:

I hereby give my permission for the Beary Fun Bus to charge

\$_____ (IMPORTANT: Please note final charge will appear as "Gol Planet Soccer")

The information to charge my card is as follows:

Circle one:

VISA MASTERCARD DISCOVER AMERICAN EXPRESS

Identification number: _____

Credit Card number: _____

CV V2 # or CID number: _____

Expiration Date: _____

Name printed on card: _____

Billing Address: _____

City: _____, State: _____, Zip: _____

Cardholder's Daytime Phone Number: _____

Cardholder's Signature: _____

Today's Date: _____

*** To guarantee your reservation you must read, sign and date this contract, remit deposit, and receive copy of this contract signed by the Beary Fun Bus acknowledging deposit has cleared and reservation is confirmed***

By signing below, you are in agreement to all rules and regulations above.

Name: _____ Title (if applicable) _____

Company Name (if applicable) _____

Signature: _____

Date: ____/____/____

We thank you for your business!