

# Mascot Rental Agreement

Fun House Party Entertainment agrees to provide the appearance of a mascot character to you subject to these terms and conditions. By reserving a mascot character with us, you agree to the terms and conditions listed below:

1. **Availability:** Each reservation request will be considered on a case-by-case basis, and you will be notified via email of the availability of the character that you request.
2. **Deposit:** We require a non-refundable deposit of \$50 for an event booking to be paid within 24 hours of the booking confirmation. Deposits may be transferable for any dates within 90 days of the prior booking date.

Once confirmation of the date and time has been approved, your reservation will be scheduled, and your chosen payment method will be charged the deposit, which is due within 24 hours after your booking has been confirmed. Your remaining balance is due in cash the day prior to your reserved date. Any other payment method for the remaining balance must be discussed with us prior to the reserved date.

3. **Cancellation:** Payment of the deposit constitutes an order forming the contract, and any money paid, including the deposit, shall remain the property of Fun House Party Entertainment if the customer cancels. CANCELLATIONS ENTAIL THE FORFEITURE OF THE CLIENT'S DEPOSIT.
4. **Refunds:** Any refunds given for the cancellation of a booking are at the sole discretion of Fun House Party Entertainment.
5. **Reserved Rights:** Unless specified in writing or discussed while securing the booking of the event that you specifically do not agree, we reserve the right to use any content, videos, and pictures for advertising and promotional purposes.
6. **Disclaimer:** If you need to postpone the visit for any reason, we require at least 24 hours' notice before your party's scheduled date and time. You may then postpone the visit for up to 90days from the date of your party.

You agree to take full responsibility for any injuries or resulting legal claims.

7. **Our Package:** We offer a full 45min visit from the character of your choice. We supply music, as well as a sound system for your convenience. The entertainer can dance with everyone, as well as pose for pictures. We can also customize the character's visit according to your wishes.

We require a 5-10 minute arrival window and start time for our entertainers. The actor/actress at your event may not be the same actor/actress as pictured on our website or at prior events. Specific entertainers cannot be guaranteed.

8. **Copyrights:** We are not affiliated with Disney, Marvel, Sony, Viacom, Nickelodeon, or any other trademarked company that may hold the copyright to the mascot character. We do not rent or sell ANY trademarked products or materials, and we take all necessary precautions not to infringe upon any copyrighted material. We do not offer any licensed costumed characters from TV or movies, but instead offer characters of our own creation. Any resemblance to nationally known copyrighted characters is purely coincidental. If you have any questions about this issue, please contact us at 816-207-4980. We do not sell or rent costumes.
9. **Guest Expectations:** All guests at our events are expected to be on their best behavior. Performers reserve the right to leave the event due to inappropriate or hostile behavior, such as physical or verbal abuse, pushing, hitting, or pulling on the entertainer/costume.

We request that you have a room or area for our entertainer to change in if needed, and our performers require a cool shaded area, out of dirt, mud, sand, wind, rain, etc. Our performers cannot perform in conditions that may be damaging to their costumes, and they reserve the right to leave the location if they are subjected to these conditions. We request that you have an alternative location prepared in such situations.

If you have any concerns regarding the quality of the services provided, we require that you contact us while the entertainer is present at the event so that we may resolve any

issues. Once the entertainer leaves the event, your satisfaction with the services will be presumed.

10. The obligation of the entertainer to perform is excused if the entertainer is detained by sickness, accidents, accidents involving means of transportation, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond the control of the entertainer or Fun House Party Entertainment.
  
11. **Release:** These terms and conditions constitute a legally binding release, waiver, discharge, and covenant not to sue, made voluntarily by you on your own behalf and on behalf of your heirs, executors, administrators, legal representatives, and assigns to Fun House Party Entertainment. You fully recognize that there are risks to which you may be exposed to by participating in the program, trip or other activity described on our website. You understand and agree that Fun House Party Entertainment does not require you to participate in this activity, but that you have decided to do so despite any possible dangers and risks. With informed consent, and for valuable consideration received, including assistance provided by Fun House Party Entertainment, you agree to assume and take on all risks and responsibilities arising from or associated with the activity, and you agree to release Fun House Party Entertainment and all of its affiliates, divisions, departments, and other units, committees, and groups, and its and their respective governing boards, officers, directors, principals, trustees, legal representatives, members, owners, employees, agents, administrators, assigns, and contractors (collectively, "Releasees") from any and all claims, demands, suits, judgments, damages, actions, and liabilities, whether known or unknown, contingent or fixed, at law or in equity, that you may suffer at any time arising from or in connection to the activity, including any injury, harm, death, or property damage (collectively, "Liabilities"), and you agree to defend, indemnify, and save Releasees from and against any Liabilities. As the undersigned Releasor, you recognize that this release means that you are giving up all rights to sue Releasees for injuries, damages, or losses that you may incur. You also understand that this release binds your heirs, executors, administrators, legal representatives, and assigns, as well as yourself. You also affirm that you have adequate medical or health insurance to cover any medical assistance that may be required.

You acknowledge that you have read the entire release and that you have had the opportunity to review it with an attorney of your choosing if you so desire, and you agree to be legally bound by this release. THIS IS A RELEASE OF YOUR LEGAL RIGHTS.

PLEASE READ THE RELEASE CAREFULLY AND UNDERSTAND IT BEFORE  
AGREEING.

By reserving entertainment with Fun House Party Entertainment, you agree to our terms,  
conditions, and policies listed above.

Signature:

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Name

\_\_\_\_\_ May 6, 2023