

Terms & Conditions

General

The “Company” is Jessica McCurdy d/b/a Sweetest Dreams Slumber Parties.

The “Client” is the person who books the Equipment or utilizes Company services.

The “Equipment” means all tangible items provided by the Company for the use of the Client, including but not limited to the teepees and all teepee accessories; air mattresses, sheets, blankets, pillows and other furnishings; breakfast tables; décor; add-ons; etc. Equipment does not include services or tangible items provided by third party vendors.

“Booking” means submitting the online booking form and paying a \$50 deposit.

These Terms and Conditions apply to all contractual agreements entered into between the Company and the Client, unless expressly excluded in writing by the Company. By booking a party with Sweetest Dream Slumber Parties, Clients expressly agree to be bound by these Terms and Conditions.

Booking and Payment

A **\$50** deposit is required at the time of booking. Bookings are confirmed upon receipt of the \$50 deposit; if the \$50 deposit is not received within 48 hours of being invoiced, the party date selected by client will be released.

Upon receipt of the deposit from the Client, the Company will issue an invoice for the outstanding balance. The outstanding balance is based upon the provided final headcount and any additional items requested.

Outstanding balances are due upon arrival for setup on the party date. Payments not received within these timeframes will result in the cancellation of the party.

Payments may be made via Venmo, cash or check.

Cancellations and Rescheduling

All Deposits are NONREFUNDABLE, however, any funds paid to-date may be applied to the cost of another party, but only if held within ninety (90) days of the original party date. We will work hard to reschedule your event, however, scheduling is subject to availability.

Delivery, Set Up, and Pick Up

The Client will be available, or have a representative available, to accept delivery of the Equipment and be present at pick up. The Client is responsible for the following:

- Ensuring that the party area has sufficient space to set up the Equipment.
- Providing a driveway or other area for unloading the Equipment from the delivery vehicle.
- Clearing the party area of all furniture and ensuring that the floors are clean in advance of the Equipment arrival.
 - Indicating the location of assembly and dismantling of Equipment. The Company will take every care but, under no circumstances is the Company liable for any damages to the site.
 - Inspecting the Equipment and notifying the Company immediately if there are any issues with the Equipment, including, but not limited to, any missing or damaged Equipment.
 - Supervising any children using the Equipment during the party event.
 - Ensuring the party room is pet- and smoke-free during the party event.

If at any time during the party event the Client considers the equipment to be faulty, it is the Client's responsibility to immediately contact the Company by telephone to report the problem. The Company reserves the right to repair or replace the faulty Equipment as soon as is reasonably possible during the party event. The Company will not be liable for any injuries, loss, damage or

expenditure incurred by the Client due to faulty equipment for any reason whatsoever.

The Company reserves the right to cancel Client's booking upon arrival if the Company feels that Client has not provided adequate space for unloading, set up or dismantling of Equipment. Company also reserves the right to cancel Client's booking if the Company feels that the Equipment may be compromised or damaged due to unsanitary living conditions. NO REFUNDS WILL BE ISSUED if the Company cancels the booking under these circumstances.

Damage to Equipment

The Client is responsible for the care of the Equipment during the party event. If Equipment is damaged, lost, or stolen, the Client agrees to reimburse the Company for damage or replacement (other than ordinary wear and tear resulting from anticipated, reasonable, and proper use). Indicative replacement costs include: Tent \$50; Mattress \$20; Decorative Pillow \$5; Bed Tray \$20; Night Light \$20; Other Decorative Elements \$20.

Equipment returned in an excessively dirty condition, resulting in the Equipment requiring a complete deep clean, will incur a minimum charge of \$100. This includes, but is not limited to, spillage of fluids, food, pen marks, nail polish, vomit, other stains and unpleasant odors including, but not limited to, cigarette smoke.

Choice of Law / Jurisdiction

Any dispute shall be governed in accordance with the laws of the Commonwealth of New York, without regard to its choice of law or conflicts of law provisions. The parties consent to the personal jurisdiction of all such courts in Onondaga County.

Disclaimer – Equipment Provided on As-Is Basis

To the extent permitted by applicable law, the company disclaims all representations and warranties of any kind, whether express or implied. Company makes no representations about the suitability of the equipment for any purpose. The equipment is provided on an "as-is" basis, without warranty of any kind including, without limitation, the warranties of merchantability or

fitness for a particular purpose. company makes no representations or warranties of any kind as to the availability, accuracy, or content of any information, services, or products obtained through the company website.

Limitation of Liability

Neither company nor any of its directors, employees, shareholders, affiliates, agents, representatives, third-party information providers, merchants, or licensors are liable for any damages of any kind, including, without limitation, compensatory, direct, indirect, special, incidental, consequential, liquidated, or punitive damages; loss of data, income, or profit; or loss or damage to property, arising out of or in connection with the use of, or the inability to use, our equipment, or our service. Company liability is limited to providing client with a refund for any party funds paid or deposited with the company. The client's sole and exclusive remedy hereunder is to discontinue use of the equipment and to terminate this agreement. Under no circumstances may damages arising from this agreement exceed \$50 dollars or the amount of payments made by client to company in the last twelve (12) months, whichever is less. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential, incidental, or special damages or of implied warranties, in such states and jurisdictions liability is limited to the greatest extent permitted by law.

Indemnity and Hold Harmless

The Client agrees that the Company (including its owners, agents, employees, successors and assigns) accepts no liability for any claim for personal injury, death, loss or negligence on the part of the Company however caused. The Client is solely responsible for injuries or property damage occurring due to use of the Equipment. The Client assumes all liability for, and agrees to defend, indemnify, hold harmless and protect the Company from and against any and all liability.

Ownership

All Equipment remains at all times the property of the Company.

Privacy

The Company will never pass on, sell or distribute Client information to any third party without Client's consent.

Copyright

All material on the Company website and on social media pages including photographs, design, layout and graphics are owned by the Company and are copyright. Unauthorized use is prohibited.

Other

The Company reserves the right to amend their website and these Terms and Conditions at any time, without prior notice. Any questions about these Terms and Conditions may be directed to **sweetestdreamsslumberparty@gmail.com**

Effective January, 2022