

### 3 BOYS POKER PARTIES Terms and Conditions

**Deposit.** Client agrees to pay a deposit of no less than 50% of the contract price in order reserve the date and equipment. Client agrees that no reservation will be accepted and no equipment will be guaranteed until the deposit is received by the Company.

**Final Payment.** No later than **7 days** prior to the event, Client shall pay any remaining balance left on the contract. Failure to pay the remaining balance by this time may result in cancelation of the event and forfeiture of 100% of the Client's payments to date.

**Refunds/Cancellations.**

<i>For cancellations - events scheduled in Jan.-Nov., if Client provides cancellation notice to Company:</i>			
<i>3 weeks or more before event</i>	<i>2 to 3 weeks before event</i>	<i>1 to 2 weeks before event</i>	<i>Less than 1 week before event</i>
<i>Full refund of all amounts paid towards cancelled item(s).</i>	<i>50% of all amounts paid towards cancelled item(s).</i>	<i>Client may transfer all amounts paid towards a future event (subject to availability).</i>	<i>No amounts are refundable or transferable.</i>

<i>For cancellations - events scheduled in Dec., if Client provides cancellation notice to Company:</i>	
<i>1 month or more before event</i>	<i>Less than one month before event</i>
<i>Full refund of all amounts paid towards cancelled item(s).</i>	<i>No amounts are refundable or transferable.</i>

**Single-table orders.** Single table orders will incur a \$50 fee.

**Delivery.** Prices quoted include delivery for Houston and the surrounding areas.

**Inclement weather:** Events that are canceled “day of” due to inclement weather may be rescheduled (subject to availability), provided that the Client contacts the Company at least 4 hours prior to the scheduled event start time to notify the Company of the weather-related cancelation. In light rain and other mild weather conditions, the Company will proceed as scheduled and the terms and conditions of the contract shall apply.

**Outdoor setup.** Please mention an outdoor setup when booking. If the event is outdoors, the Client is responsible for providing an alternative indoor site in the event of inclement weather. 3BPP will not set up equipment nor operate it, if, in its sole discretion, they deem that the weather conditions are unsafe for the Client, the Client's guests or the 3BPP staff. If tables/equipment are moved inside, 3BPP will continue to operate for the remaining contracted time. 3BPP not be obligated to extend their scheduled time due to the inclement weather. In addition, 3BPP requires a firm, flat surface for an outdoor table setup (i.e., concrete or asphalt).

**Assignment.** Neither party shall assign this Agreement without the written consent of the other.

**Photographs.** Client agrees that the Company may take photographs of Company's tables at the event for marketing purposes.

**Tips.** Gratuities are strictly at the Client's discretion. Giving a gratuity is a great way to let 3BPP know that you appreciate the dealers/casino personnel going the extra mile. Should you desire, gratuities may be given directly to the dealers/casino personnel at the conclusion of the event, or it may be coordinated through the business office.

**Indemnity.** Client shall indemnify and hold harmless 3BPP and its owners, employees and agents against all losses, damages, costs, and expenses, including reasonable attorney fees, resulting from any actual or threatened injury due to their or their guests' participation in these event activities.

**Total Equipment Loss.** In the event of complete loss of equipment caused directly by the Client or any of Client's guests, the Client is liable for cost to replace the equipment.

**Quotes.** Any proposals and the rates quoted therein are valid for a period of 7 unless otherwise specified. After this period, rates and availability are subject to change.

**Fundraisers.** 3BPP will comply with Texas laws regarding charitable gaming. Client acknowledges that no real money (US currency or otherwise) will be exchanged at any of the gaming tables for chips and that the 3BPP chips do not have any real monetary value.