

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 cancellation 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.

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

Delivery. There is no travel fee for events held within a 50-mile radius of Cypress Rosehill Rd., Cypress, Texas, 77429. If the event is outside of this radius, the Client will be charged \$1.50 per mile per additional mile traveled. Calculator.net will be used to determine travel distance, fastest time without traffic.

Early Delivery Requested. Equipment is delivered 1.5-2.5 hours before the event is scheduled to start. Should the Client request set up earlier than 2.5 hours before the event start time, an **Early Delivery Fee** of \$50 fee may be assessed.

Extended Access Fee. If the event's venue has difficult or challenging access which will cause a longer load in and set-up time, an **Extended Access Fee** of \$50 may be assessed. Some examples are multiple steps at entry with no ramp access or gravel sidewalks. The casino equipment will not be carried upstairs. A service elevator is required for events on upper or lower levels.

Outdoor Set Up. 3BPP will only set up equipment and operate it if, in its sole discretion, it deems weather conditions are safe for the Client, the Client’s guests and the 3BPP staff. Outdoor set ups are allowed, however there must be (a) no real threat of rain (see below), (b) low winds and (c) a flat, firm surface (concrete or asphalt) for set up. **The Client is responsible for having a suitable backup plan if the event is outdoors** (1) i.e., a covered patio sufficient to ensure the equipment will not get damaged and the games can proceed without impediment (2) a multi-sided tent to ensure the equipment will not get damaged and the games can proceed without impediment, or (3) a plan for the equipment to be operated inside.

Rainout. Hourly forecast predictions from The Weather Channel (weather.com) will be consulted starting at noon on the day of the event. If the chance of rain exceeds 15% at any time between scheduled set up and event’s end, 3BPP will set up according to the Client’s backup plan.

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. Many clients request that the dealer gratuity be rolled into the proposal for ease of processing. Alternatively, should you desire, gratuities may be given directly to the dealers/casino personnel at the conclusion of the event.

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.

Proposals. Any proposals and the rates/services 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.