



**FOR Appleduck OFFICE USE ONLY**

Client Name	_____
Event Date	_____
Start Time	_____
End Time	_____
Total Price	_____
Deposit	_____

## **Contract for Appleduck Mobile Foam Event**

This Agreement and Contract specifies the services of Appleduck, LLC to provide foam for the event specified below. This Agreement and Contract is to be signed along with the Release Agreement also to be supplied by Appleduck. The Agreement and Contract for the services described below is made this date, between the undersigned "Client" and the undersigned service provider, Appleduck, LLC.

Appleduck will provide the following for your event – one foam machine with supplies, and an operator for the equipment.

Client agrees to provide a 110V (20amp) electrical outlet with an earth grounding receptacle and a Ground Fault Circuit Interrupt (GFCI) and a water supply (Please Note - water softeners act like a de-foamer and will not be conducive to good foam production).

The setup should be such that the electrical and water supply will not be interfered with by children or others.

Client further agrees that a specified representative will be present to maintain order and all safety precautions. Client also understands that foam, by nature is wet, and can cause any surface it comes into contact with to be more slippery than when dry. Client understands that Appleduck will maintain foam at a level that is age appropriate for the smallest participant and that Appleduck may specify a limit on the number of participants at any one time, should the need arise for safety purposes.

### **Appleduck Rates:**

- **1 hour party - \$165**
- **2 hour party- \$250**
- **\$75 per hour thereafter**
- **For other needs, please contact Appleduck directly at 985-626-DUCK or [appleduck@bellsouth.net](mailto:appleduck@bellsouth.net)**

**Name of Organization/Client:**

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**Event Date (day and date):**

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**Location and address of event:**

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**Type of event being held (birthday/team party, church/school function, family reunion, company picnic, neighborhood association, etc):**

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**Expected ages and number of participants:**

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**Time of the foam event to be between hours of:**

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**Time the client wishes for the foam to begin (Appleduck will require about 30 minutes to set-up):**

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**Total Cost of Event:**

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**A \$75 refundable deposit is due within 72 hours of reserving the date and time above.** Deposit is refundable only if cancellation is made more than 2 weeks prior to event time. All changes or cancellations must be made in writing.

Once solution is mixed on-site, client is liable for total cost of the event regardless of inclement weather or any other factors. Appleduck will have the sole and final decision on safety and cancellation due to inclement weather or unsafe activity area.

The undersigned accepts the terms and conditions on this form and the Release Agreement, which is required to be signed, and any addendums attached hereto, realizing that they accept liability for any injuries or accidents that may occur during an Appleduck event. Further, the undersigned, acknowledges that this agreement and the Release Agreement constitute the entire agreement of the parties.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Day Phone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Evening/Mobile Phone Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Email (Used for Confirmation of Contract/Deposit)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**RELEASE AGREEMENT**

The undersigned Customer has hired Appleduck, LLC to provide a  
foam party at the Customer's residence, business address or other location located at

\_\_\_\_\_ (the "Event") on the date specified below.

In consideration of the services to be provided by APPLIEDUCK, and in addition to the fee for the services to be paid to APPLIEDUCK by the Customer, the Customer agrees as follows:

1. To release, discharge and forever hold harmless, and to indemnify, APPLIEDUCK, its employees, affiliates, owners, agents and representatives from and against any and all claims, demands, damages, fees, actions, causes of action of whatever nature and costs and expenses, including attorney's fees, whether in contract or in tort, in law or in equity, liquidated or unliquidated, which may arise out of or relate in any way to the Event, expressly including personal injury of any nature or property damage that may be suffered or incurred, by the Customer, members of his or her family, and any and all guests, invitees, licensees, contractors or subcontractors, agents or representatives of Customer, and agrees that APPLIEDUCK shall not be responsible in any way for any claims related to any such injury or damage. The release and indemnity agreement in this paragraph shall apply to all injury or damage whether caused by the fault or negligence of APPLIEDUCK, or otherwise.
2. To provide a clear and safe area for the set up and operation of APPLIEDUCK foam machine and related play activity area.
3. Customer maintains a policy of insurance covering injury to persons and property occurring at Customer's address set forth in the first paragraph above.
4. Customer acknowledges that APPLIEDUCK is relying on the agreements of Customer in Sections 1-3 above, and but for Customer's agreement in Section I above and the availability of insurance as agreed in Section 3, APPLIEDUCK would not enter into an agreement to provide the Event services for Customer.
5. Customer agrees that any film or photographs of participants become Appleduck property and may be used for promotional or commercial purposes.

CLIENT NAME: \_\_\_\_\_ EVENT DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_