



## Toxic Gaming Truck

7009 Rosecrans Ave. Paramount, CA 90723

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[www.ToxicGamingTruck.com](http://www.ToxicGamingTruck.com)

## TERMS & CONDITIONS

### OWNERSHIP:

Toxic Gaming Truck is owned and operated by Cindy's Jumpers, LLC.

### DEPOSITS/PAYMENTS:

All deposits and payments are non-refundable. If a balance is due upon arrival, the game coach will collect the balance due in cash only before the start of the event.

### CANCELLATION POLICY:

If a customer needs to cancel for any reason, please do so at least 24 hours before event start time. If an event is cancelled with more than a 24-hour notice, we will issue a raincheck (store credit) valid for 1 year from date of cancellation for deposit and payments paid. If order is cancelled with less than a 24-hour notice from start time of event, the full rental amount will be charged as a cancellation fee and no raincheck will be issued.

### LOCATION:

When the gaming truck pulls up, the customer is required to provide a relatively flat, safe area for the Mobile Gaming Truck to park. Street fronts are preferable. You might want to let your neighbors know (in case they may object). Please make sure that a parking space is reserved for the gaming truck. If the event starts late due to parking issue, we might not be able to compensate the extra time especially if we have another event after your event. So, please make sure parking will not be an issue when we arrive. Our van is 26' long. We may park in driveways but only if it is safe to do so. *\*\*Please keep in mind that our employees will not park anywhere that may cause a danger to persons, property, equipment or impede the flow of traffic. We will not park illegally blocking the flow of traffic, including alleys, red curbs, or blocking someone else's driveway.*

### SUPERVISED CHILDREN:

We provide a knowledgeable Game Coach who will assist your guest; however; The Toxic Gaming Truck, always requires a parent or responsible adult to be present inside or just outside the gaming truck. All children under 6 years old are always required to be with their parent or guardian.

### DAMAGE/INJURY:

The Toxic Gaming Truck is a service provided by Cindy's Jumpers, LLC. Cindy's Jumpers, LLC/Toxic Gaming Truck and/or any of its employees, volunteers or sub-contractors will not be responsible for any damage to property resulting from a request by the client to position the Toxic Gaming Truck in a specific location. This includes both above ground and below ground property/equipment damage. Additionally, the Cindy's Jumpers, LLC/Toxic Gaming Truck and/or its employees, volunteers or sub-contractors WILL NOT assume responsibility for any injuries sustained on the client's property or their designated location. All liability for damages or injuries are the sole responsibility of the client and/or host.

### REFUSAL OF SERVICE:

Cindy's Jumpers, LLC/Toxic Gaming Truck reserves the right to refuse service to client if we observe behavior which we deem to be a potential threat to our employees, guests or our equipment. Such behavior includes, but is not limited to, obvious intoxication, observed or suspected drug use, aggressive language or behavior, unsafe surroundings, etc. In this case, we may refuse to start a party or terminate an ongoing event.

### TRAVEL SURCHARGE:

We offer Free Delivery within 25-mile of from our office location at 7009 Rosecrans Ave. Paramount, CA 90723. We service farther than 25 miles; however, a fuel surcharge fee will be assessed.

**FOOD/DRINKS/GUM/CANDY:**

No food, No drinks, No gum, No candy of any kind are allowed inside the Toxic Gaming Truck.

**INCLEMENT WEATHER:**

Toxic Gaming Truck was designed for all types of weather conditions. Our mobile gaming truck is insulated, and climate controlled with heat and air conditioning. Depending on the weather, if it is raining, we might not open the outdoor screens to prevent damage to our equipment. Please take this into consideration and plan your event accordingly.

**DAMAGE WAIVER:**

We offer a damage waiver for 8% of your rental fee, and this will cover any unintentional damage caused by you or your guests during the event rental. This includes but not limited to TV's, consoles, controllers, games, etc. The damage waiver does not cover intentional damage, lost, misplaced, missing or stolen items. The damage waiver must be added to rental order before the start of the event.

**LOST/STOLEN/MISSING/DAMAGED EQUIPMENT:**

Customer is responsible for all for their guests' actions towards our equipment. If any equipment gets lost, stolen, misplaced or damaged during the rental the customer will be charged the full retail value to replace equipment. If Damage Waiver was purchased, then the customer will not be liable for unintentional damages but that does not cover lost or theft of equipment during rental. The card on file will be used for incidental charges.

**ALCOHOL/DRUGS/SMOKING:**

You may serve alcohol at your event or party; however, we reserve the right to refuse, cancel or cut short any party or booking when alcohol is being served. Drugs of any sort will not be tolerated in or around the Toxic Gaming Truck. Any observed use of illegal narcotics or legal narcotics used in an illegal manner will result in the termination of the event/party immediately. The Toxic Gaming Truck does not allow smoking in or around our Mobile Gaming Truck.

**PICTURES:**

While your party is in effect the Game Coach may be taking pictures of the party from inside and/or outside of the Gaming Truck. If you do not want our Game Coach taking pictures or posting them social media. If you don't want photos taken during your event just let us know when booking.

**WARNING:** Toxic Gaming Truck contains bright, flashing lights and/or imagery that may cause discomfort and/or seizures for those with photosensitivity epilepsy. Discretion is advised. Virtual Reality is recommended for kids 12 years of age and older only. Please be advise PSVR can cause motion sickness in some more sensitive players.

**PAYMENT OPTIONS:**

We accept, Visa, MasterCard, Discover, American Express, PayPal, Cash and business and school checks. If paying with a business/school check please make it payable to: Cindy's Jumpers, LLC. We do not accept personal checks. If a payment is due upon arrival, it will be collected in cash only payable to the Game Coach before the start of the event.

**GAME RATINGS/ONLINE GAME PLAY:**

Cindy's Jumpers, LLC/Toxic Gaming makes all ESRB rated "E" Everyone games available by default at every party. The Client/Host of the party is responsible, during the booking process, for selecting if they want "T" Teen and/or "M" Mature games to be allowed at the party as well as notifying all parents of their guests. The Client/Host accepts any and all responsibility /liability that may arise from their game selection and online gaming. The client completely indemnifies Cindy's Jumpers, LLC/Toxic Gaming Truck.

**BY MY SIGNATURE BELOW, I AGREE TO THAT I READ AND AGREE TO ALL THE TERMS AND CONDITIONS SET ABOVE.**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Event Address: \_\_\_\_\_