

CHAMBERLIN PONY RIDES - TERMS AND CONDITIONS

By booking Chamberlin Pony Rides and/or any of its affiliates (event managers), you (“Client”) acknowledge that you have read, understood, and agreed to be bound by all of the terms and conditions set forth at <https://chamberlinponyrides.com/terms-and-conditions>. Your booking constitutes your express acceptance of those terms, which govern your rights and obligations under Michigan law.

1. PETTING ZOO (IF APPLICABLE)

a. Mini Petting Zoo

- **Animals:** 6–8 small animals (Ducks, Chickens & Bunnies)
- **Food:** Not included
- **Staffing:** No Chamberlin attendant provided
- **Attendant Options:**
 - You may supply a responsible adult to oversee and assist children.
 - If that attendant leaves the area, we will close the petting zoo for safety and allow viewing only.
 - To add a Chamberlin attendant, upgrade to our Small Petting Farm package or hire a dedicated attendant at \$50/hour.

b. Complete Petting Zoo

- **Animals:** Approximately 12–15 animals (e.g., alpaca/llama, cow/donkey/miniature horse, goats, sheep, ducks, chickens, bunnies)
- **Food:** Included (quantities may be limited for animal safety)
- **Capacity & Safety:**
 - Animal availability is subject to change due to unforeseen circumstances.
 - At large events, we reserve the right to limit access or close the petting area if crowd size poses a risk to our animals.
- **Custom Requests:** Any special animal requests must be documented on your invoice.

Please note that we work with live animals, and last-minute changes may be necessary.

Therefore, we cannot guarantee the presence of specific animals at your event.

2. PETTING ZOO AND OR PONY RIDES SET UP AREA

We require a flat set-up area, free of hills or steep grades - within 100 feet of where our trailer will park. This space is needed for our petting zoo and/or pony rides.

- **Safety First:** If the area is unsafe or unsuitable for our animals or staff, we reserve the right to decline service.

- **Pre-Approval:** Please work with your Event Manager to confirm the exact location before our arrival.
- **Stair Access:** Any stairs must be approved in advance; many of our animals cannot navigate steps safely.
- **Final Policy:** No refunds or credits will be issued if the set-up area does not meet these requirements.

3. PETTING ZOO (EXTREME HEAT):

a. During hot summer days (above 85°F), we take extra steps to protect our animals:

- **Water Access:** A hose with running water must be available within 10-25 feet of the petting-zoo area.
- **Rabbit Exclusion:** Rabbits may be removed from the lineup in extreme heat. When this happens, we'll substitute with more heat-tolerant animals (e.g., chickens or ducks).
- **Ground Surface:** Horses and petting-zoo animals need a grassy setup area to avoid hot pavement or concrete. If you cannot provide grass, we will adjust your package to ensure animal safety.

b. CONCRETE / ASPHALT SETUPS

- If pony or horse rides will be conducted on concrete, asphalt, or other hard surfaces, the **client must provide access to a working water hose within 25 feet** of the ride area for animal cooling and safety.
- During hot weather, we reserve the right to modify, relocate, delay, or cancel rides if adequate water access is not available.
- Failure to provide water access as requested will not qualify for a refund or credit.

Thank you for helping us keep our animals cool and comfortable!

4. PETTING ZOO RULES:

a. Please follow these rules:

1. **Sanitize Hands:** Use the provided hand sanitizer when exiting the enclosure.
2. **Gate Control:** Always wait for an attendant to open or close the gate when entering or leaving.
3. **No Food or Drinks:** Do not bring food, beverages, or balloons inside the petting zoo.

4. **Adult Supervision:** Children aged 4 and under must stay with a parent or responsible adult at all times.
5. **Handle Animals Gently:** No picking up, hitting, kicking, pulling, chasing, or otherwise harassing the animals.
6. **Respect Our Right to Refuse Service:** We may ask anyone who violates these rules to leave the petting zoo.
7. **Keep Away from Feed & Water:** Do not touch or play with the animals' food or water supplies.

5. RIDES (IF APPLICABLE) ESTIMATED RIDES PER HOUR:

a. Ride Availability & Scheduling

- Each pony or horse can accommodate about 20 rides per hour, though this may vary if parents pause for photos.
- Rides are not priced per child, you'll want to estimate your total guest count to ensure everyone gets a turn.

b. Planning Ahead

- If you expect more than 20 children per pony/horse in an hour, you can:
- Extend your ride time, or
- Add another pony or horse at the same hourly rate (subject to availability).

Important: Any additions or time extensions must be arranged before your event date.

c. On the Day of Event

- We cannot guarantee extending beyond the scheduled end time, as our team often has back-to-back bookings. Please plan accordingly to give every child the best experience.

6. RIDE WEIGHT LIMIT:

a. Our ponies accommodate riders up to 80-120 lbs.

b. Our full-size horses carry up to 175 lbs - we cannot accept riders over that limit.

- Full-Size Horses: Intended for adults and children over 5 years old.
- Children Under 5: May only ride a full-size horse with prior approval from our event manager.

Warning : Under the Michigan Equine Activity Liability Act, an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from the inherent risk of the equine activity.

7. PONY OR HORSE COLOR SPECIAL REQUEST

a. We welcome requests for specific pony or horse colors, but please understand that with live animals, we may need to adjust. We cannot guarantee a particular color.

b. Note: If requested, our ponies and horses come decorated with ribbons. Please contact the event manager to request specific decorations.

8. FACE PAINT, GLITTER STENCILS AND OR TWISTY BALLOONS :

a. We offer either Glitter Stencils or Twisty Balloons (simple designs like a dog, hat, or sword).

- If you'd prefer face or body painting, which can include designs on the face, arm, hand, or leg, you can upgrade for an additional \$100 each hour.

b. You may also upgrade from balloons to Glitter Stencils for \$25 per hour.

- Service Rate: One artist can paint or twist up to 15 faces/body designs or balloons per hour.
- Need More Time? If you expect more than 15 children, we recommend adding 30 extra minutes.
- How to Add Time: Please contact our reservations team before your event to arrange the upgrade.

9. WEATHER POLICY:

a. Unless winds are too high for safe tent use, rain will not cancel your party, we'll simply set up under our canopies. However, for severe weather (tornado warnings, thunderstorms, dangerous winds, or unsafe road conditions for our trailer), we reserve the right to cancel.

b. If you decide to cancel under these severe-weather conditions, you may transfer your deposit to another available date (subject to our blackout rescheduling dates).

10. TENTS:

a. Please note that our canopy tents are provided to shelter our animals only. We offer:

- **Standard Canopies:**

- 10×10 or 10×20 tents for the petting zoo.
- Use is subject to safe wind conditions; we cannot deploy tents in high winds.
- **Heated Tents (Winter):**
 - When temperatures dip below 40°F, we provide heated canopies for animal comfort.

b. If you require tent coverage for your guests, or need a covered pathway for ponies to protect against rain under your venue's insurance, please contact our Reservations Department in advance to arrange guest tents.

11. WE GUARANTEE YOU WILL HAVE ENTERTAINMENT IF YOU REQUIRE IT:

a. Our Entertainment Guarantee: We promise you won't be left without fun! If inclement weather prevents your original package outdoors, you may switch to our Zootopia Package—perfect for indoors (home, garage, or basement). This indoor-friendly package includes:

- One Mini Petting Zoo (6–8 small animals)
- Bubble Machine (note: indoor use of the bubble machine is not recommended)
- Background Music
- Assorted Lawn Games

b. We will adjust your price to match the Zootopia Package rate.

c. Exception: If an emergency beyond our control makes it impossible for us to attend at all, we will issue a full refund of your deposit.

12. CLIENT INITIATED CANCELLATION POLICY:

If you need to cancel on the day of your event due to inclement weather, please call your Event Manager directly (phone number on your invoice email). Do not leave a cancellation message on our reservation voicemail.

13. Cancellations Before the Event Day

Visit <http://www.chamberlinponyrides.com> and complete the Reservation Cancellation Request form, or Call our Reservations Office at 734-780-5800 between 9 am and 9 pm.

14. Cancellation Fees & Credits

- 24 hours or more before event : \$40 rebooking fee Deposit fully credited toward a new date
- 4–24 hours before event: 50 % of total invoice is due. Deposit forfeited; balance may be credited toward a future event

- 4 hours before event or team en route/on site: 100 % of total invoice, Deposit forfeited; no refund or credit

Note: Any last-minute change of package—such as switching from the Complete Party Package to a smaller package—will be treated as a cancellation and rebooking subject to the same terms and fees above.

- **Deposit Policy:** Deposits are non-refundable but fully transferable to any future party type (Mon–Fri) with no expiration.
- **Weekend Blackouts:** Saturdays and Sundays are blackout dates for rescheduling. A new weekend reservation requires a new deposit.
- **Travel Clause:** Once our team has left the farm or is en route/on-site, no refunds, credits, or rate adjustments can be made.

15. CHAMBERLIN CANCELLATION:

In the severely unlikely event that your scheduled event manager cancels due to illness, emergency, or otherwise uncontrollable situation, you will receive a full refund of your paid deposit. There are no refunds or discounts once services are rendered.

17. SEVERE WEATHER & LIGHTNING POLICY

Our events operate rain or shine. However, for the safety of our animals, staff, and guests, we reserve the right to cancel or suspend services in the event of severe or dangerous weather, including but not limited to lightning, high winds, hail, flooding, or extreme heat.

18. WEATHER RELATED CANCELLATION *AFTER ARRIVAL*

If weather conditions require us to halt or suspend activities after arrival and setup at your event location, no refund or credit will be issued. Full payment remains due regardless of the amount of time the services were able to operate.

19. CHANGES TO YOUR PARTY:

Alterations to your party can be made up to 7 days prior to your event, with full credit given for any changes made. Any modifications made within 7 days of the event may not be eligible for credit if an activity is removed or changed. If it is possible to adjust your package, a \$40 change fee will be incurred.

20. FREE "EXTRAS" GUARANTEE:

a. We guarantee the following complimentary extras to make your party unforgettable. If we fail to deliver any of these, we will refund up to \$25 total for the missed items. Please note:

- If children are abusing equipment or endangering themselves, others, or our animals, we may suspend free inclusions for safety.
- Our equipment requires adequate space for setup; if the provided area is insufficient, no refund will be issued.
- Choosing to decline any “free” items does not entitle you to a credit or refund.

Thank you for understanding—our goal is to ensure a safe, fun, and fully stocked event!

b. Complimentary Party Extras

We include the following free items to make your event extra special. If any of these are omitted, we will refund up to \$25 total for the missed inclusion(s). Please note the conditions below each item:

1. Assorted Lawn Games

- We'll bring one selection of lawn games (bean bag toss, ball toss, child-sized horseshoes, “Rope a Steer” straw-bale game, etc.).
- Exact games may vary. Games are self-supervised—Chamberlin staff do not attend the game stations.

2. Bubble Machine

- Operates for at least $\frac{3}{4}$ of your party duration.
- We may pause it if it risks damage (either to the machine or to guests) when left unattended.

3. Pony/Horse Ribbons & Decorations

- Provided exactly as specified on your invoice.
- Any custom styling requests must be detailed in your booking confirmation.

4. Animal Treats

- We supply snacks for up to 20 children. If you have more attendees, we'll limit treats to protect our animals' health.
- Note: We do not provide treats for ducks, chickens, bunnies, or other mini-zoo animals.

5. Event Tent

- Mini Zoo: one 10×10 canopy
- Complete Petting Zoo: one 10×20 canopy (or two 10×10 canopies)
- Tents are set up only if:
 - Inclement weather requires shelter, or
 - You specifically request tent setup in your invoice regardless of weather.
- Heated tents are provided when the temperature is below 40°F.

6. Protective Tarp

- Provided indoors or upon request to protect flooring or lawn.
- Must be noted on your invoice to ensure setup.

7. Background Music

- Light, localized music at the petting zoo or face-painting/balloon area.
- Played via a small Bluetooth speaker or iPod—not intended for full-venue coverage.

Important: If children misuse equipment or risk safety, we may suspend these extras. Declining any free item does not warrant a credit or refund.

21. INSURANCE FOR YOUR EVENT:

Your event is covered under our Event Manager's insurance policy. If your venue (park, municipal property, school, etc.) requires proof of insurance, we'll provide a Certificate of Insurance at no charge.

If you need to be named as an additional insured on our policy, there will be an extra insurance-fee, which we will add to your final invoice.

22. SAFETY:

Our clients are required to ensure a safe event environment for our staff and animals. If any threats are perceived, we reserve the right to end the event and leave promptly. In such cases, full payment will be required, and no refunds or credits will be provided for future events.

23. FINAL PAYMENT:

Company policy requires our event managers to collect your balance in full (cash payment) BEFORE they offload the animals. Please have cash payment ready upon arrival.

24. PURCHASE ORDER PAYMENT:

All purchase order payments must be pre-approved in advance. A \$50 administrative fee will apply for accepting post-event payment terms.

25. CASH ONLY:

If you must pay with credit or debit you must contact the event manager at least 3 business days prior to your event and a service fee of 5% will be applied. No checks will be accepted unless prior agreement has been made with your event manager.

26. RETURNED CHECK POLICY:

Chamberlin Pony Rides will accept a check payment on the day of the show from companies, schools, and church organizations if the payment is written on a company or organization's checking account. Any returned check is subject to a \$25.00 collection fee plus a \$10.00 insufficient funds fee when returned check happens initially. If Chamberlin Pony Rides has a credit card on file, Chamberlin Pony Rides is authorized to run the returned check amount plus the fee on that credit card. If payment is not resolved immediately, there will be a \$10 fee added per week from the original event date. Any amount not paid in full within 30 days is subject to additional interest,

penalties, collection fees, and/or additional court fees. By writing a check the day of the show, the check writer agrees to these terms.

27. LATE ARRIVAL DUE TO UNFORESEEN CIRCUMSTANCES:

Please note that we always strive to arrive on time for your party. If our arrival is delayed by factors beyond our control, you may choose either to:

- Reschedule your event, or
- Cancel and apply your deposit toward a future party or event.

However, we cannot offer any discount for late arrivals caused by circumstances outside our control.

28. PARKING FEES:

a. Any parking fees our entertainer incurs must be covered by you, the client. You can either:

- Add the fee to your initial booking invoice, or
- Reimburse the Event Manager directly on the day of the event.

b. If “free” parking is available but requires a long walk, the Event Manager may choose to park closer for a fee, in which case you’re still responsible for that cost.

c. Please also note: If the Event Manager cannot secure nearby parking and must park far away, this may delay the start of your event. Should they be unable to make up that time—especially if they have another booking immediately afterward—you will still be responsible for the full agreed-upon fee, even if the manager cannot stay for the originally scheduled duration.

29. PERMITS & LICENSES:

Client is responsible for securing and paying for any permits or licenses required by local law. If you don’t obtain the necessary paperwork and we cannot provide services, no refund will be issued.

30. FUEL SURCHARGE:

Due to the recent rise in the price of fuel, this agreement is based on the price of fuel as of the date of submission of the invoice. Fuel is defined as both gasoline and diesel fuel. In the event that prices of either product increase more than 5%, then Chamberlin Pony Rides is entitled to charge the additional fuel cost based on the tender price.

31. RIGHT TO REFUSE SERVICE:

Our staff's safety—and the safety of our animals and equipment—is our top priority. If your Event Manager ever feels unsafe, threatened, or subjected to physical, emotional, or sexual harassment, we reserve the right to end services immediately and leave the premises.

In such cases:

- No deposits will be refunded.
- You may be billed for the time the Event Manager was on-site.

32. STAIRS:

a. Please let us know in advance if your venue has stairs. Multiple flights can create safety and timing challenges—our ponies and some petting-zoo animals cannot safely navigate stairs, and extra steps add significant setup and tear-down time.

b. If we determine that a staircase setup is still possible, a stair surcharge will apply to cover the additional labor required to stay on schedule. This fee reflects the extra time our team needs to carry equipment and animals up and down stairs safely.

33. SET UP TIME:

We allow 30 minutes for setup of our Complete Petting Zoo package. **Please note:**

a. Extra Setup Time

If setup takes longer than 30 minutes, any overage will be deducted from your booked event time to keep our schedule on track.

b. Early End If Needed

For exceptionally challenging setups, we may need to shorten your event so our team can pack up and arrive on time for the next booking.

c. Typical Setup

A normal setup covers about 4–5 school bus lengths (for example, from the street to a backyard or from a parking lot to a classroom) with minimal stairs or obstacles.

d. Unusual Venues

If your location has tight access, multiple flights of stairs, or other complications, let us know in advance. It's always better to plan for extra time than to risk delays on the day of your event.

34. SOCIAL MEDIA:

We reserve the right to use photos and videos from your event—including images of you and your guests—for our marketing materials, website, social media, and other promotional purposes. If you or any guest do not want your likeness used, please send us a written request with the person's full name and a clear description. We will make every reasonable effort to exclude those individuals from our published content.

35. MICHIGAN STATE AGRITOURISM LAW

Please review the terms outlined in the Chamberlin invoice before proceeding. By engaging Chamberlin's services, you are acknowledging and agreeing to adhere to the regulations stated in the Michigan State Agritourism law. According to this law, agritourism activity providers are not liable for any injuries or fatalities sustained by participants during the activity. If you are not comfortable with these terms, please refrain from participating in the activity.

WARNING: Under the Michigan equine activity liability act, an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

36. LAW HOLD HARMLESS AGREEMENT

a. Assumption of Risk & Release

- I understand that pony rides and animal-interaction activities involve inherent risks. In consideration of being permitted to participate, I, on behalf of myself (and my minor children), my heirs, personal representatives, and assigns, hereby release, waive, discharge, and covenant not to sue Chamberlin Pony Rides and Mobile Petting Zoo LLC, its owners, officers, agents, employees, independent contractors, and any other persons or entities acting on its behalf (collectively, "Released Parties") from any and all liability, claims, demands, actions, or causes of action whatsoever arising out of or related to any loss, damage, injury, illness, or death, whether caused by the negligence of the Released Parties or otherwise, arising from my participation in these activities.
- Indemnification
- I agree to indemnify and hold harmless the Released Parties from any loss, liability, damage, or costs, including court costs and attorneys' fees, that they may incur due to my participation or the participation of my minor children or guests.
- Severability & Governing Law
- If any part of this agreement is declared void or unenforceable, the remaining portions shall continue in full legal force and effect. This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- Parent/Guardian Acknowledgment

- If signing for a minor, I affirm that I am the minor's parent or legal guardian and agree to all terms on their behalf.

Please feel free to contact us if you have any questions or need to make any changes to your reservation.

Thank you!

Chamberlin Pony Rides LLC

Reservations: 734-780-5800

www.chamberlinponyrides.com