



## Big Fish Bike and Beach Rentals Bonfire Operation, Cancellation and Refund Policies

### Deposit

A non-refundable deposit of \$150 is included in the total amount due at the time of booking to cover supplies and the cost of the Walton County bonfire permit that must be purchased in advance. If the number of people in your group exceeds 30 or the event will be catered by a third party, then you will need to obtain a special event permit from Walton County in advance of the bonfire. If you would like Big Fish Bike and Beach Rentals ("Big Fish") to obtain the special event permit on your behalf, then the cost of the special event permit will also be due at the time of booking and will be added to the non-refundable deposit amount. **The non-refundable deposit is not refundable for any reason.**

### Availability

Walton County limits the number of bonfires per night. Big Fish will book your bonfire on the date requested if a bonfire permit is available. In the event a bonfire permit is not available for the desired date, then we will work with you to explore alternative booking options.

### Weather Policy

We strive to ensure that each and every one of our guests experiences a wonderful bonfire. **However, due to the nature of outdoor events, we do not provide refunds for unfavorable weather conditions or the presence of red tide.** If you desire to move your reservation to another date or time due to unfavorable weather, we will gladly accommodate your request provided that you notify Big Fish by telephone at least one (1) day prior to your originally scheduled bonfire and the alternate date and location are available. If Walton County/South Walton Fire District suspends bonfires due to inclement weather, we will work with you to reschedule your bonfire to an alternate date or provide a refund of amounts paid less the non-refundable deposit. Should you wish to move the start time of your bonfire to a later or earlier time to adjust for rain, we are happy to accommodate you so long as the request is made prior to Noon CST on the date the bonfire is scheduled. Any change of date and/or location of a bonfire requires the issuance of a new permit, and you will be responsible for payment of an additional \$125 non-refundable deposit plus the amount of any additional permitting fees that may apply.

### Sea Turtle Nest Policy

From time to time, sea turtle nests may appear on the beach during nesting season (May – October). Should a turtle nest block a beach bonfire at your original location, we will move your beach bonfire to the next available beach access with payment of a \$125 new permit fee and any additional permitting fees that may apply. It is possible, though not guaranteed, that the County may waive the new permit fee in this instance. In the event that the County waives the new permitting fee, you will not be charged any additional fees. **We do not provide refunds if the location or date of a bonfire must be moved to accommodate turtle nests.**

### Bonfire Cancellation Policy

Should you have to cancel your beach bonfire reservation, please let us know as soon as possible by calling Big Fish, making sure to relay your name and the planned date and location of your bonfire. If you notify Big Fish that you are canceling more than seven (7) days prior to the



date of the scheduled bonfire, a refund of amounts paid less the non-refundable deposit will be granted. **Cancellations made within seven (7) days of the reservation date are non-refundable in full.**

**Private Beach Access Policy**

Private beach accesses are subject to all county regulations. To hold a bonfire at a private beach access, the homeowner must provide written permission, which shall be notarized, for Big Fish to host a bonfire on that property. The South Walton Fire District must approve the written permission and Big Fish will keep a copy of the written permission to purchase permits. All flames (bonfire and tiki torches) must be at least 50 feet from the dune line. Should our team arrive to set up and this is not possible, we will make every effort to move the bonfire to the next available access subject to permit availability. **A new permit fee of \$125 will apply. In the event that permits are not available, or you do not wish to continue with the bonfire, a 50% refund of the refundable portion of the bonfire fees will be given.**

**Assumption of Risk: Indemnification and Hold Harmless**

You understand that bonfires are inherently dangerous. Please do not get close to the fire or wear loose clothing. Do not place anything in the fire. Please closely monitor children at all times and keep them away from open flames. Children under the age of 18 must be accompanied by an adult at all times.

You have considered the risks involved and voluntarily and freely choose to assume all risk of death, personal injury or property loss. You hereby agree, on behalf of yourself and each of your guests, to indemnify, hold harmless, reimburse and upon request, defend, Big Fish, its managers, employees, agents, affiliates, members, successors and assigns from all damages, losses, costs, expenses or claims personal injury (including death), accident or property damage that may arise from the bonfire, however caused, whether caused by the negligence, omission or other fault of you, Big Fish or otherwise. You are responsible for your guests' conduct, including their possession of any items prohibited on the beach by County Ordinance. Please take these rules seriously to have the best possible experience with our team and the County Code Enforcement Officers. **Rules Include: no glass on the beach, no lights on the beach, no exploding items such as confetti, no floating lanterns, no extra fire sources, no food vending on the beach including food delivery services, no fireworks and nothing other than firewood may be burned.**

Please acknowledge that you read these policies and agree with them by signing and dating below. You are responsible for providing a copy of the Big Fish Bonfire Terms and Conditions to guests in advance and your signature below indicates you have their permission to bind them to the terms herein.

Signed: \_\_\_\_\_ Print Name \_\_\_\_\_

Date: \_\_\_\_\_ Mobile Phone Number \_\_\_\_\_