

FAME Center Birthday Party Policy and Agreement

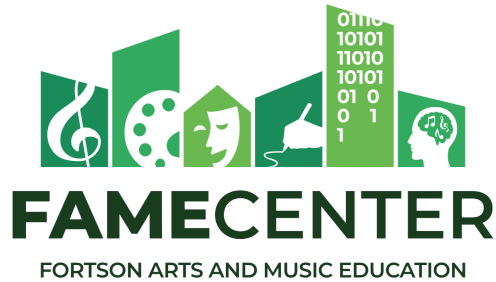
At FAME Center, we are committed to making your celebration joyful, memorable, and stress-free. To ensure a smooth planning process for all parties hosted at our facility, we've outlined the following birthday party policies:

What we provide:

(Packages do not include napkins, plates, plastic ware, cups, cake, food or drinks.)

- ☐ Birthday Party Host who will also assist during the party
- ☐ Teacher for 45 minute class/activity per your theme choice
- ☐ All materials/instruments for activity
- ☐ Name tags
- ☐ Waiver of liability for all attendees
- ☐ Tables and chairs
- ☐ Decorations
- ☐ Table cloths
- ☐ Bouncy House is available for the 'VIP Party' package. Six children are allowed in the bouncy castle at a time. All children must be age 10 and under to be allowed in the bouncy house for safety reasons.

The completion and signing of this document by the user is a request to use the amenities of FAME Center (the "Facility") until it is approved and required fees are paid. Once approved and required fees are paid, this request becomes a Contractual Agreement ("Agreement"). Requests must be received no later than 21 days prior to the date requested and will be reviewed within 3-5 business days. No deposit or payment is due with this form. If the rental date is 30 or more days out, only the deposit is due at the time of the pre-rental meeting. **If the pre-rental meeting is within 15 or less days of the rental date, both the deposit and full payment total are due.** Payment and deposit must be submitted during business hours by date indicated when notified of approval. Submitting a request is NOT a guarantee of availability or approval. All requests are processed on a first come, first serve basis. Requests will be reviewed based on FAME Center policy, facility, and staff availability. Individuals filing a request and making a contractual Agreement must be 21 years of age and remain on the premises for duration of the Facility use. The individuals(s) and organizations listed below and signing this Agreement are



jointly and severally liable hereunder and are throughout this Agreement referred to as the “user”.

PLEASE READ THE ROOM UTILIZATION POLICIES AND PROCEDURES BELOW. BY SIGNING THIS FORM, YOU AGREE TO ABIDE BY ALL RULES AND REGULATIONS ESTABLISHED BY FAME CENTER AND ASSUME FULL RESPONSIBILITY FOR YOUR GROUP.

1. Facility Access: No User may access the facility except in accordance with this Agreement. All requests are processed on a first come, first serve basis. Requests will be reviewed based on FAME policy, facility, and staff availability. FAME Center reserves the right to deny any request which is deemed inappropriate.

2. Security Deposit: A security deposit ("Deposit") must be submitted at time of approval for use of the Party space, and to secure User's preferred date (\$100). User has 24 hours from time notified of approval to submit the Deposit or approval may become void unless otherwise determined by FAME Manager and noted in the Office Use section of this Agreement.

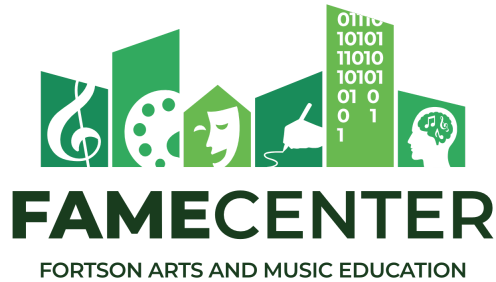
3. User Inspection: User shall be responsible for inspecting the facility subject to this agreement prior to each use and shall be responsible for bringing to FAME's attention any potential dangers, safety hazards or problems. User is solely responsible for determining whether the facility is safe, appropriate, and/or compatible for User's intended use.

4. User Availability: Users signing this agreement must be 21 years of age and present at site for the entire time the facility is being used.

5. Fees: All fees must be paid IN FULL 15 days prior to the facility use date or it will be cancelled, and the deposit will not be refunded. Individuals using the facility may not collect any money from participants while on the premises.

6. User Cancellation: Cancellation of this agreement by the user 15 days or more in advance of the use date will result in a 50% loss of deposit. No portion of the deposit will be returned if a reservation is cancelled by the user with less than 15 days' notice of the use date unless otherwise determined by the approving supervisor and noted in the office use section of this agreement.

7. FAME Center Cancellation: FAME Center reserves the right to cancel this agreement if User breaches the agreement in any manner. If facility use is cancelled due to User's breach of this agreement more than 15 days before the use date the District will retain the deposit. If User breaches the agreement 15 days or less prior to the use date, FAME Center will retain all



monies paid to FAME Center by user and shall have the right to pursue any and all legal equitable remedies.

8. Facility Unusable for User's Purpose: If for any reason the facility is unusable (i.e., power outages, flooding, fire) FAME Center will make every attempt to contact User immediately. If the FAME Center cannot accommodate the User's use and FAME cancels this agreement solely as a result of said circumstances, User will be fully refunded.

9. Decorating, Set-up and Clean-up Time: Decorating, set-up and clean up time is part of the use time listed and circled above. User must arrive/vacate facility at the time set forth in this agreement and are not permitted to enter the facility before or remain in the facility after the times set forth herein. Agreements are set for facility entrance and exit times.

10. Alcoholic Beverages: No alcoholic beverages are allowed on FAME Center property. FAME Center has the absolute right to immediately close the facility, contact the police, and terminate this agreement, or any of these, in the event alcohol is present. No refund will be made for lost time during the use and user's deposit will not be returned. The User's possession of alcohol shall constitute a material breach of the agreement.

11. No Removal of FAME Center Property or Equipment: No FAME equipment or property shall be removed from the premises without prior written permission from the approving supervisor.

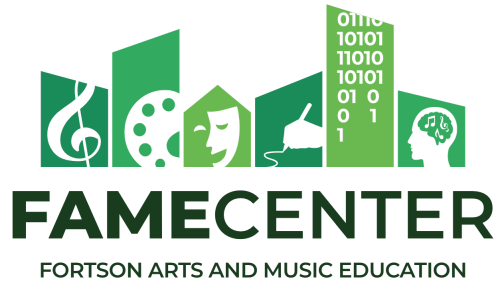
12. User Responsible for Damages: User will be solely responsible for and will pay for any damage to FAME Center property arising out of the use of the said facility pursuant to this agreement.

13. User Responsibility for Additional Costs: FAME Center will charge additional fees or may retain deposit for damage and/or additional cleaning required by FAME's maintenance staff. (i.e., stained floors or carpets, and walls, broken tables, missing equipment, etc.)

14. Late Fee for Late Departure: User will be charged for a full hour if the use exceeds 10 or more minutes beyond the stated agreement time. Departure means out of the facility. The facility will not be accessible except during the time in which it has been approved for use.

15. User Supervision: Groups must have at a minimum of two chaperones present throughout the entire use time to supervise the children.

- Parties with children ages 7-9 years old there must be one chaperone for every eight children.



- Parties with kids 10 years and older must have one chaperone per ten children.

16. Compliance with Codes: All facility users must abide by the building fire safety codes.

17. Compliance with Law: Users shall comply with any and all applicable federal, state, and local laws, rules, regulations, orders, ordinances, and permit procedures.

18. Facility Use Oversight: FAME Center shall provide staff during the User's use of the facility. The user fully understands and agrees that staff are not responsible for supervising the user's group. Staff are responsible for enforcing rules and regulation and responding to emergencies. Facility staff will the bouncy house (if used) 10 minutes prior to the end of departure time.

19. Supervision: User is solely responsible for providing any and all supervision at all times during User's use of any facility, including but not limited to the identified facility space, and all common areas. Further, User shall be responsible for ensuring that User's guests and invitees comply with all applicable rules and regulations governing FAME Center facilities. User shall ensure that there is always at least one adult supervisor fluent in English and on site during the user's use of the facility.

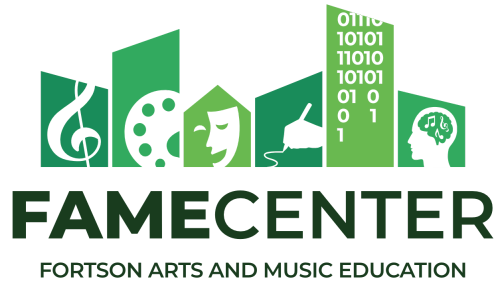
20. Conduct of Children: User is responsible for the conduct of children and adults at all times during the use.

21. Non-Smoking: All FAME Center facilities and spaces are non-smoking. No smoking is allowed within 20 feet of any outside entrances.

22. Group Size/Chaperone Ratio: FAME Center retains the right to conduct an audit of the group's numbers during the user's use of the facility. If there are more participants in the group than has been contracted, the group contact on site must sign off on a record sheet describing the discrepancy. The user shall be responsible for all additional charges and fees associated with the discrepancy and shall be billed for the additional amount. If appropriate chaperones are not available, the group may be asked to leave if the situation cannot be rectified.

23. No Third-Party Beneficiary: This agreement is entered into solely for the benefit of the agreeing parties, and nothing in this agreement is intended, either expressly or implied, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this agreement, or to acknowledge, establish or impose any legal duty to any third party.

24. No Liability for Lost or Stolen Property: FAME Center does not assume any liability for property lost or stolen on FAME Center premises, or for personal injuries sustained on the premises during user's use of the premises and user hereby agrees to assume the full risk of



any injuries, damages, or loss, regardless of severity, that user may sustain as a result of this agreement. User might sustain as a result of any and all activities connected with or associated with the agreement.

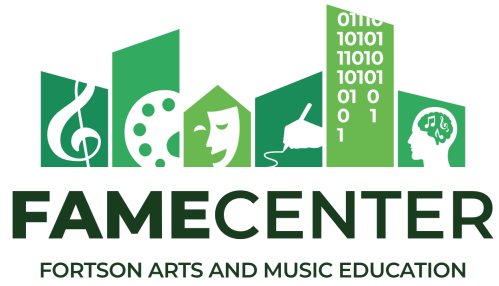
25. Indemnification: To the fullest extent permitted by law, user shall indemnify and hold harmless the FAME, its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from user's use and occupancy of the facility, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the user, anyone directly or indirectly employed by user or anyone for whose acts any of them may be liable including but not limited to any person occupying the facility by, under or through the user, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. The user shall similarly protect, indemnify, and hold and save harmless the District, its officers, officials, employees, volunteers, and agents against and from any and all claims, costs, causes, actions, and expenses including but not limited to legal fees, incurred by reason of user's breach of any of its obligations under, or user's default of, any provision of this agreement.

Signature of User: _____

Date: _____

- ☐ I understand that my signature indicates that I am twenty-one years of age, have read and fully understand and will abide by the above regulations and policies set forth by FAME Center.

If you have any questions or special requests, we are happy to accommodate wherever possible. We look forward to celebrating with you.



OFFICE USE ONLY:

- ☐ Approved by FAME Representative: _____
- ☐ Date: _____
- ☐ Deposit: _____ Due Date: _____ Paid On (Date): _____
- ☐ Fees: _____ Due Date: _____ Paid On (Date): _____