

PRIVATE PARTY SPACE RENTAL AGREEMENT & REGULATIONS

This agreement dated the _____ day of ____, __, between Tumbles Play Cafe (“Buffalo Baby Bums”), a New York Limited Liability Company and __ (“Private Party Renter”) for the rental of Tumbles Play Café located at 1373 Clinton St. Buffalo, NY 14206 (“Party Space”). The date of the event this contract references will take place on _____ from _____.

By executing this Agreement, all Private Party Renters and their guests assent and agree to comply with all of the following policies and procedures of Tumbles Play Café, as set forth herein. The policies, procedures and this agreement may be amended from time to time at Tumbles Play Café’s sole discretion and with no notice to Private Party Renter.

1. **Deposit and Overtime:** Any rental of space from Tumbles Play Café for a private party must be secured with a nonrefundable security deposit of \$100.00. Only upon payment of this non-refundable security deposit shall Tumbles Play Café securely hold the requested space for the private party rental. The non-refundable security deposit will be applied to the total rental balance. The balance amount due and owing must be paid in full at the end of the scheduled party time.
 - a. If the party goes over the scheduled party time by more than 15 minutes, the Private Party Renter agrees to pay \$50.00 per half-hour or \$100 per hour. This amount shall not be pro-rated.
 - b. The Private Party Renter and all guests must completely vacate the premises within the 15 minute grace period from the end of the contracted party time to avoid automatically incurring the fees outlined above. If you’d like a longer party, please make your request prior to your event.
2. **Play Area Policies for Parties**
 - a. We will be actively enforcing our normal safety rules and policies during parties
 - b. Our crawler area is designed for guests 18 months and younger. If any older child (including an infant’s sibling) enters this area, Tumbles Play Café reserves the right to ask the older child to leave the area immediately. If the behavior is repeated, the child and caregiver may be asked to leave the premises entirely
 - c. Food may be served at any time during the event. If cake and/or dessert will be served at your party AND/OR if presents will be opened, we require that these activities be done LAST, immediately before the party is over. The play area will CLOSE during these events and will NOT re-open.
 - d. Our play area is STRICTLY for children aged 7 AND UNDER. Adults and children older than 7 are more than welcome to play WITH the play-area aged children during the event. HOWEVER, anyone over 7 may NOT use our equipment or toys other than while assisting a younger child. This includes but is not limited to trampolines, play houses, dress-up clothes, and ALL other play equipment and toys.

3. **Food and Add-Ons:** Food or add-ons provided for the private party must be pre-arranged with Tumbles Play Café at least seven (7) business days prior to the private party. Any changes made after this deadline must be pre-approved, but shall not be guaranteed and will incur a \$25 convenience fee.
 - a. Substitutions: Tumbles Play Café, may, at its sole discretion, make reasonable substitutions.
 - b. A non-refundable deposit for any add-ons will be taken at the time of booking for any add-ons contracted outside of Tumbles Play Café. Cancellations on add-ons less than two weeks in advance may incur additional cancellation fees.
 - c. Pricing may be adjusted for market price variations that are beyond the reasonable control of Tumbles Play Café.
4. **Decoration:** Nothing may be hung on the walls or ceiling without the express, written permission of Tumbles Play Café. Any client who adheres tape to the walls will be assessed a fine in the amount of \$250 for damages, regardless of whether damage is immediately visible. Clients are free to hang decorations on any of the interior doors and windows. Helium balloons must be tied down either to a balloon weight or chairs. We do not allow piñatas.
5. **Damage & Cleaning:** Any excessive damage done to the Tumbles Play Café premises or to the Party Space or other Tumbles Play Café property shall be billed to Private Party Renter for either replacement or repair.
 - a. In the occurrence of an additional mess – as determined by the Tumbles Play Café management or staff – created or done by the Private Party Renter or any of its party guests (children and adults included) resulting in extra cleaning of the Party Space, Tumbles Play Café premises or other Tumbles Play Café property shall result in Private Party Renter to be charged an additional \$250.00 nonrefundable cleaning fee.
 - b. Any additional damage to the Tumbles Play Café premises, the Party Space or other Tumbles Play Café contents or property created or done by the Private Party Renter or any of its party guests (children and adults included) shall be charged to the Private Party Renter accordingly.
 - c. Tumbles Play Café cleans and sanitizes its toys, property, Party Space, premises and other property (including bathrooms) on a consistent basis. Private Party Renter and all party guests must insure that they dispose of all waste materials such as diapers, paper towels and trash in the correct receptacles provided by Tumbles Play Café

6. **Gratuity:** Gratuity is not required but is appreciated and left up to the discretion of the Private Party Renter. Recommended gratuity for excellent service is 15%.
7. **Socks:** Tumbles Play Café is a “no shoes, socks required” play space. Socks ARE required in the play space at all times. Both adults and children are required to wear socks as part of health code. This is necessary for the health and safety of the children. The Private Party Renter is responsible for enforcing that all party guests have socks with them when they enter Tumbles Play Café. If a guest does not have socks, Tumbles Play Café can sell them a pair or run a tab for socks that will be charged to the Private Party Renter at the completion of the party.
8. **Personal Property:** Tumbles Play Café , its agents and employees are not responsible for the Private Party Renter or any of its Party Guests personal property. It is the sole responsibility of each person entering into the facility to be responsible for all possessions and belongings unless pre-arranged with Tumbles Play Café and/or its staff. Under no circumstances shall Tumbles Play Café, its agents or employees, take responsibility for any lost, stolen, missing or damaged personal property or otherwise.
9. **Safety:** Private Party Renter and the parents of the party guests (invited or otherwise) are completely responsible for the well-being and behavior of their minor child while on the Tumbles Play Café premises, the Party Space or other Tumbles Play Café property.
10. **Conduct:** Tumbles Play Café reserves the right to ask any child or adult during the Private Party found to be destructive and/or abusive to any other guests (whether party guests or not), Tumbles Play Café staff or employees to immediately leave Tumbles Play Café property.
11. **Indemnification:** The Private Party Renter agrees to hold harmless and indemnify Tumbles Play Café, its officers, directors, employees, and agents (collectively, the "indemnified Parties"), from and against any and all losses, costs, expenses, including but not limited to, reasonable attorneys' fees, claims, actions, demands, damages incurred by or asserted against the indemnified Parties by reason of the acts, omissions or negligence of the Client, its guests, employees, agents or independent contractors, arising out of or in any way connected with the Private Party Renter's event (Private Party), except when directly caused by the gross negligence or willful misconduct of the Indemnified Parties.
12. **Cancellations:** Any cancellation within two (2) weeks of scheduled party shall result in an additional \$25.00 cancellation fee, on top of the party deposit, unless Private Party Renter can provide proof of medical emergency, family emergency or other emergency circumstances. In addition, Private Party Renter also forfeits any future benefits from the nonrefundable security deposit.
13. **Default:** Failure by the Private Party Renter to timely pay Tumbles Play Café all amounts due shall constitute a default by the Private Party Renter. Upon a default by the Private Party Renter, Tumbles Play Café, at its sole discretion, may (I) terminate this contract and retain all amounts paid to Tumbles Play Café as liquidated damages, or (II)

enforce the terms of this contract through any and all remedies that it has as defined in this contract. In no event of default shall Tumbles Play Café be liable to the Private Party Renter for any amount in excess of amounts paid to Tumbles Play Café. Said payment constitutes the Private Party Renter's sole and exclusive remedy and the Private Party Renter hereby relinquishes any and all causes of action, which the Client otherwise have in law or in equity as defined in this Contract.

14. Applicable Law and Construction. The laws of the State of New York shall govern the validity, performance and enforcement of this Lease.

15. Arbitration: By executing this agreement, Tumbles Play Café and the Private Party Renter agree that any dispute or claim arising under or with respect to this Agreement will be resolved by Arbitration in Buffalo, New York before an arbitrator chosen by agreement of the Parties. Each party shall equally bear any costs associated with arbitration. The award shall be final and binding upon the parties. Any award may be entered as a judgment or order in any court of competent jurisdiction.

16. Force Majeure. Neither Tumbles Play Café nor Private Party Renter shall be liable or responsible for any delays or cancellations of the Private Party due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of the Tumbles Play Café or Private Party Renter. **These policies shall be governed by and construed in accordance with the laws of the State of New York.**

The undersigned has read and understands the aforementioned Private Party Space Rental Agreement and Regulations and agrees to abide by and be bound by such agreements and regulations.

Private Party Renter:

Name: (Please Print) _____

Signature: _____ Date: _____