

BIRTHDAY PARTY CONTRACT

Paint-a-Pot	Arboretum	Terrific	Animal Lovers
Ages 4 and up	Explorers	Terrariums	Ages 4 and up
Cost: \$300	Ages 6 and up	Ages 6 and up	Cost: \$190, <i>plus</i>
Time: 1.5 hours	Cost: \$300	Cost: \$300	presenter fee
Limit: 16	Time: 1.5 hours	Time: 1.5 hours	Time: 1.5 hours
children	Limit: 14	Limit: 16	Limit: 16
	children	children	children

Contract Conditions:

- Renters are responsible for providing all party supplies, including refreshments, food, paper goods, utensils, decorations, tablecloths; set-up/clean-up of classroom; and removing all garbage from the premises.
- The birthday child's parents must stay for the entire party and are responsible for supervising the children during the party.
- Before leaving the premises, the renters must clean the floor and all surfaces used, remove all belongings and decorations, and <u>remove all garbage from the premises</u>.
- Alcohol, balloons, sports equipment/balls, and pinatas are **NOT** permitted.
- The rental is limited to the classroom only. Renters may not set up on the Arboretum grounds.
- Program times cannot be adjusted for late-arriving guests.
- Birthday parties are held rain or shine. Please dress for the weather, including good walking shoes and rain jackets if needed.
- The Education Center will be reserved for your exclusive use, including one half-hour before the scheduled time for set-up, and one half-hour afterwards for clean-up.
- A Waiver of Liability (see attached) must be signed and returned with this contract.

Cancellation and Refunds:

There is a non-refundable \$50.00 administrative fee.

If for some reason you need to cancel, please let us know as early as possible, but no later than 1 week before the party. Cancellations made after that will result in full forfeiture of party fees.

We are looking forward to welcoming you to the Arboretum. Please review your reservation and return a signed copy of this contract, along with the remainder of your payment, no later than **two weeks before the party**. Thank you!

Print name:	 _
Signature: _	_Date:

BIRTHDAY PARTY Waiver of Liability

WAIVER of LIABILITY: Neither the City of Summit nor the Reeves-Reed Arboretum, Inc. assumes any responsibility whatever for any property placed in the Arboretum in connection with the use of the facilities for your session. You agree that the City of Summit and the Reeves-Reed Arboretum, Inc are expressly released and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of such use.

INDEMNIFICATION AND HOLD HARMLESS: In consideration for the use of the facilities, you agree that (a) you will pay for any and all damage to the property of the City of Summit or the Reeves-Reed Arboretum, Inc. resulting directly or indirectly from the conduct of any of your members, officers, employees, or agents, hired help, contractors, vendors, or other invitees in connection with the use of the facilities; and (b) you will hold harmless and indemnify the City of Summit and the Reeves-Reed Arboretum, Inc. from and against any and all liability which may be imposed upon either or both of them for any injury to persons or property caused by you or any other person, in connection with the use of the facilities for your event.

I/We have read and agreed to abide and be bound by the terms of this Agreement and the regulations of the Arboretum attached.

I/We understand that in the event of any breach of this Agreement, including but not limited to a breach of the Arboretum's Regulations, the Arboretum may enter and retake possession of the premises, regardless of whether my/our function is in progress.

Signature:	Date: