

Whimsic Alley's Department of Magical Events Party and Banquet Terms and Conditions

(Last revised 2/3/14)

At Whimsic Alley, we strive to provide an exciting and memorable event experience for all involved. In order to serve you better, it is important that our guests understand and adhere to our Terms and Conditions. Please initial each section, and sign at the bottom.

I, (Host), hereby enter into contract with the venue and service provider Whimsic Alley.

1. Start Time, Set-Up, End Time: The Hall is rented for the period of time that has been designated in the party/banquet package (Party/Banquet page for designated time). No guests will be admitted to the Hall prior to the start time, and all guests must vacate the Hall no later than the end time. Failure to vacate premises by the end time will result in an added fee of \$150 for every additional 15 minutes or fraction thereof. A delay in the start time on the part of the Host or party guests does not constitute an adjustment in the end time. The event host and designated assistants will be permitted to enter the Hall, under the supervision of Whimsic Alley staff, up to 15 minutes prior to the start time for decorating and set-up. For the purposes of party clean-up and collecting personal items, Party Host will be granted 15 minutes, and Banquet Hosts will be granted 30 minutes, after which time, all guests and Host must vacate premises.

2. Rules and Activities: The party experience is brought to life by Whimsic Alley staff members who assume the role of various characters depending on the theme. These party facilitators will announce and enforce party rules and lead party activities. Guests are asked to abide by the following rules: (1) Running is prohibited in the Great Hall at all times. (2) Hoods or hats on any costumes are not to be worn in a manner which impedes a guest's vision. (3) Two adult chaperones must remain in the hall during Parties/Banquets. (4) For safety and timeliness, guests are asked to follow the instructions of party facilitators while in the hall. (5) All party guests are to remain in the Hall for the event's full duration. In the event a child needs to use the bathroom or leave for a medical reason, the child must alert a party facilitator, and an adult chaperone is asked to accompany the child outside while the event hall. Lessons/activities are at the sole discretion of the party facilitators. If you have any questions about the kinds of activities offered during our events, please see our event literature, give us a call at (310) 499 - 4746, or email us at events@whimsicalley.com.

3. Non-Refundable Deposit: For all Parties and Banquets, a deposit of 50% of the Grand Total cost of the event is due at the time of booking. This deposit secures the specified time slot. Until a deposit has been received by Whimsic Alley that time slot is not reserved and may be reassigned without prior notice to the potential client. For events of 30 or more guests, or for events which require 30 days advanced booking, the deposit shall increase to 75% of the Grand Total. Deposit is non-refundable if event is canceled due to circumstances beyond the control of Whimsic Alley. An event canceled by the Host may be

rescheduled with advanced notice of no less than 5 days from the original event date. The event may be rescheduled for any available date within six months from the original event date. An event may only be rescheduled once. Deposit on file will be applied to the re-scheduled event. Should the cost of services at the time of rescheduling differ from the cost of services at the time of the original booking, the final cost may be adjusted by Whimsic Alley to account for the difference.

4. Overages and Additional Guests: Any additional birthday party guests (exceeding 16 participants, and 4 adult chaperones) are considered “extra”, and will result in an additional fee per person as defined in the upgrades list. Additional guests for birthday parties shall not exceed 40 participants, or 10 adults. Adults may not be substituted for children, or vice versa. Maximum guest occupancy for birthday parties may not exceed 50 persons. Maximum occupancy for banquets and other events must comply with local fire/safety regulations, and are at the sole discretion of Whimsic Alley events management to determine at the time of booking. Non-compliance with our attendance policies may result in additional fees, forfeiture of any deposits, and/or cancellation of the event without prior notice.

5. Payment of Remaining Balance: The remaining balance, per this document, as modified based on additional known requirements and additional guests, is due no later than 5 days prior to the event. Final payment must be made by cash or credit card. Whimsic Alley does not accept checks. Whimsic Alley will attempt to contact the Host prior to that time to remind him/her of the due date. Host acknowledges that he/she may be liable for any potential overages, such as additional bar, valet, personnel, guests, or any last minute upgrades. Such overages will be charged to the credit card on file. If host is using a debit card, a \$150.00 charge will be made to the card prior to the event to cover potential overages. The unused portion of that charge will be refunded within 3-days of the event. Should Host fail to pay the remaining balance by the due date, the event may be canceled, and the non-refundable deposit will be forfeited.

6. Last Minute Cancellations & “No-Shows”: In the event of a “no-show”, or cancellation of an event less than 5 days prior to the event date, the full cost of the event will be charged to the credit card on file. Exceptions may be made if the event is canceled as the result of a natural catastrophe (e.g., flood, earthquake, fire, power outage) which prevents the event from taking place. An exception will also be made if cancellation is the result of a failure on the part of Whimsic Alley.

7. Special Needs: The event host should inform Whimsic Alley of any special arrangements, such as guest disabilities, kosher, allergy, or other dietary restrictions at least 5 days prior to the event. Accommodating some dietary needs may incur additional cost.

8. Onsite Security Personnel (applies to BANQUETS only): For banquets arranged outside of regular store hours, and/or with 50 or more attendees, Whimsic Alley must provide in-house, unarmed security personnel. Due to the cost of hiring extra security the rate is \$350 per hour with a minimum of 2 hours. If additional security personnel is required, the cost will be increased to include the additional security. Attendees will not be permitted in any area of Whimsic Alley designated to be off-limits.

9. Restrictions: The following items are not permitted within Whimsic Alley at any time: helium balloons, confetti, flammable items (candles, lighters, matches etc.), roller skates, skateboards, bicycles, weapons, tobacco, or drugs. Outside food and beverages are also prohibited except for approved Banquet items (catering, etc.). On-site cooking is prohibited at Whimsic Alley. No decorations may be hung from the walls in any manner, including the use of tape, glue, glue dots, push pins, and nails. Host is responsible for any damage resulting from the use of restricted items. Whimsic Alley reserves the right to confiscate any restricted items, and to eject any overly boisterous or unruly guests. In the event that an ejected guest is a minor, the event host or other designated adult must remain outside with the ejected guest until his/her parent/guardian arrives.

10. Responsibility: The Host is responsible for all guests at the event, including any guests who may have been ejected for disorderly conduct. The Host (or a designated non-minor second party) may not leave the party until all minors have been picked up. Host (or designated second party) will be fully liable for any minor(s) left behind, unattended. There will be a cleaning fee of no less than \$95 per incident for any mess created by event guests other than normal wear and tear. Such messes shall include, but not be limited to vomiting, urination, improper use of activity materials, or throwing of food or drink. The cost of the cleaning fee or of repairing any damages to the facility and store (including any fixtures, furniture, or merchandise) made by event guests will be charged to the credit card on file.

11. Third Party Service Providers: Whimsic Alley offers spectacular upgrades to all events which include entertainers, educators, caterers, bartenders, disc jockeys, and other party vendors. With advanced notice, guests may choose to upgrade their event package with these services at an additional charge (subject to availability). Under certain circumstances, the Host may, with the prior approval of Whimsic Alley, contract directly with a third party service provider or you can choose to bring in your own outside food (potluck). If the banquet host chooses potluck, they are responsible for all food, tableware, and any/all party accessories. Such third party must be licensed and must provide Whimsic Alley with proof of insurance, naming Whimsic Alley as an additional insured party. Whimsic Alley may request additional documentation, as it deems necessary, such as licenses and proof of insurance, and shall have the right to speak with the proposed third party. In addition, the event host may be required to sign an addendum to this agreement absolving Whimsic Alley of all liability related to the services being provided by such a third party. A written request for permission to employ a third party service provider must be submitted to Whimsic Alley at least 30 days prior to the event. Unless a third party service provider has been approved by Whimsic Alley in advance, such third party may not be used. To cover insurance liability, Whimsic Alley will charge the Host an additional service charge of 20% of

the service. Event host accepts financial responsibility for any damages to the facility, its fixtures, furniture, and merchandise, caused by a third party. Host accepts financial responsibility for any claims by a guest resulting from the actions, services, or products of third party.

12. Limited Liability: Whimsic Alley shall not be responsible for the loss or theft of, or damage to any personal property belonging to the Host or event attendees. Should an event be cut short or canceled for any reason, Whimsic Alley's full liability shall not exceed the amount of any fees paid to Whimsic Alley.

13. Leftovers & Presents: All leftovers are the property of the Host. Whimsic Alley does not provide any form of portable container. If the event host desires to take home any of the leftovers, he/she must bring suitable containers and must personally transfer the leftovers to those containers. Whimsic Alley does not provide boxes or bags for transporting presents or display items. Host should bring bags or boxes for transporting any anticipated gifts/decor. Whimsic Alley staff may not assist in packing and transporting leftovers or presents to the Host's vehicle. In no way is Whimsic Alley or its staff responsible for loss, theft, or damage to any of these items, even if such loss, theft, or damage occurs on premises.

14. Parking: Unfortunately, Whimsic Alley does not provide parking for any event attendees or customers. We encourage our guests to plan ahead for any carpooling, dropping off, or for parking on local streets and lots in accordance with all local signs, postings, time limits, and parking fees.

15. Gratuities: Whimsic Alley is committed to making your event special and memorable. Due to the efforts our staff prepares and strives to deliver this goal, a 15% gratuity is added to the event subtotal and is included in the Grand Total. Administering additional gratuity is at the sole discretion of the Host, and is graciously accepted after the event's conclusion by Whimsic Alley management or if unavailable, a designated party facilitator.

16. Dispute: Dispute of any fee or charge set forth by this agreement on the part of the Host must be addressed to Whimsic Alley management only, and is subject to the terms and conditions herein. If you have questions regarding party pricing, or wish to dispute a charge, please contact Whimsic Alley's Department of Magical Events at (310) 499 - 4746 or e-mail us at events@whimsicalley.com

I have read, understand, and agree to the Terms and Conditions set forth by this contract, or as augmented by the following addenda:

By clicking on the "I Agree" box on the online "Request a Party/Banquet" form, I understand that it represents my signature and I authorize it as a binding contract.