

Studio Rental Agreement - Birthday Parties

Location: Tandem Unified Wellness, at 555 California Ave, Unit 9A, Brockville ON, K6V 7N6

Renter Information:

Name: _____

Renter Address: _____

Email: _____

Phone Number: _____ Alternate #: _____

Alternate Contact Name: _____ Phone #: _____

Rental Date: _____ Time: _____

Event Type: Birthday

Size of Event (# of attendees): _____ Maximum Capacity: 15 children

- Rental Fees:
- Space Rental with ONE chosen entertainment \$175
 - Space Rental with TWO chosen entertainments \$200
 - Add-Ons (prices to be confirmed with vendors) _____
 - Space Rental only \$150

- Entertainment Choice:
- Spiderman Visit
 - Yoga or Aerial Yoga
 - Mad Science
 - Games
 - Dance Fit and Glow Party
 - Cupcake Decorating Party
 - Face-Painting Party - paired with Drawing/Art time, or other party activities if chosen as an add-on
 - Other: _____

Add-Ons:

- Cake - Upon availability as arranged with Slices Cakes by Jenni (starting at \$60)
- Balloon Centrepiece Or Decorations - Upon availability as arranged with Fancy Fox Balloons (starting at \$35)
- Face Painting - Upon availability as arranged with Tandem Unified Wellness (starting at \$35)
- Other: _____

*For Add-Ons, a meeting with the Vendors must be arranged, and discussion of **Prices and Services** will occur during the meeting. Payment will be made for all services to Tandem Unified Wellness.

Set-up Directions - Clients may come 30 minutes early to set up and decorate for the party. If Cake/Balloon add-ons are selected, provide details discussed: _____

Base cost of Rental: _____ Deposit Amount Total: _____: **\$75 non-refundable for Space Rental, plus a percentage of the Add-On Costs (50% for cake, _____ for Balloons)**

Deposit Due Upon Booking

Balance of Rental Due, in full, by: _____ (a late fee of 20% of the Balance may apply, or event may be cancelled if the Balance is not received by the Due Date)

Agreed upon by: Renter's Signature: _____ Operator's Signature: _____

On this date: _____

Add-On Costs: Slices - Cakes by Jenni _____ *Agreement Required (50% non-refundable)

Fancy Fox Balloons _____ *Agreement Required

Face-Painting _____ (UV lighting available upon request for Glow Party)

Deposit is non-refundable.

As the Renter, I acknowledge and agree that I will **provide my own insurance when requested** (for example, if outside entertainment is requested to be brought in) and provide a copy of the general insurance to the Owner at least 1 week before the event. _____(Initial)

As the Renter, I acknowledge and agree that when I am employing entertainment by Tandem Unified Wellness, I understand that **Activity Waivers must be signed for each child** by their guardian for them to be allowed to participate. Activity Waivers can be signed online before the event, and can be found at www.tandemunifiedwellness.ca under the Birthday Party Page, or they can be signed by parents at the event upon drop-off of child. _____(Initial)

As the Renter, I understand Tandem Unified Wellness reserves the right to refuse entry, or send home any child that is ill or falls ill during the event. Please do not bring any child to the event that is ill or has a communicable medical condition. _____(Initial)

As the Renter, I understand and acknowledge that there is a risk of injury involved with any activities in the Rental Spaces. I agree that **Tandem Unified Wellness cannot be held liable** for any injuries, incidents or accidents that may take place in the event space. They are forever released and discharged from all manners of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in death of any participant. _____(Initial)

As a Renter, I acknowledge that there may be Security Cameras placed in the rented space, and/or an owner/employee may be present during the rental to ensure appropriate use of space, and that safety measures are being adhered to. _____(Initial)

Renter agrees to the **terms and conditions** below upon renting the space _____(Initial)

Renter is aware, and agrees that Tandem Unified Wellness may request to take photos of the party and it may be shared online or on Social Media. Photo Release Waivers are completed by each participant as part of the Activity Waiver. Anyone who has not consented to the Photo

Release may be asked to step out of the photo before it is taken, or photos will be taken in a way that excludes the non-consented individual. _____(Initial)

Terms and Conditions

As a Renter, I confirm that I will treat the rental space with respect. **I acknowledge that I am liable for any damages** that occur to the space and property that may occur during my use of the spaces (including washroom facilities, change rooms and other spaces that people may use beyond the studio). As a Renter, I may choose to schedule a space walkthrough with the owners before the event.

In the event of **theft or missing items**, as the Renter, I acknowledge that I am liable to replace any items that have been stolen by myself or my participants. In the event of any disagreement about theft/missing items, Security Footage may be reviewed, or future events may be cancelled without refund, or denied.

As a Renter, I will adhere to the **maximum capacity** of the space as agreed to and set out by the Renters as above.

As a Renter, I will return the rental space to its original state by removing any decorations or extra items that I brought into the space, and will clean any **excessive** messes.

Tandem Unified Wellness reserves the right to monitor any behaviours, and should they be considered unsafe, I acknowledge that I may be asked to leave at my cost

Cancellations must be made at least 48 hours in advance of the event to be issued a refund (minus the **non-refundable deposit**). Any cancellations made less than 48 hours in advance are not eligible for refund. Any cancellations that result in the loss of business to the Studio may be subject to a fee to cover the lost business up to the full amount of the booking. **Any cancellation of the add-on services must follow the Vendors Agreement**, which may require different time frames.

Liability: The Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that Owner may incur as a consequence of the actions of Renter or any of Renter’s guests while Renter is in control of the venue, and shall indemnify and hold harmless the Owner against any and all legal actions which may arise from Renter’s use of the venue.

Disputes: Any disputes arising under this contract shall be adjudicated in the Owner’s local jurisdiction.

Renter Name (Printed)_____ Renter Signature:_____

Owner Name (Printed)_____ Owner Signature:_____

Date Signed:_____

Entertainment Descriptions

Dance Fit and Glow Party: 25 minutes of Zumba Style Dance Instruction, followed by 15 minutes of Free-Dance time with Glow-sticks or glow items. Encourage children to dress up in Black-Light activated items, such as light, white or neon clothing etc.

Additional Requests: _____

Dance Fit Portion: Lights ON or GLOW or Combo

Cupcake Decorating Party: 30 minutes of cupcake decorating time. 2 “naked cupcakes” for each child is provided along with 3 bowls of different coloured icing, basic sprinkles and candy items for decorating.

Choose from one of these flavours Chocolate Vanilla Confetti

If special decorating items are requested, or special cupcake flavours, an extra charge may apply.

Additional Requests: _____

Yoga or Aerial Yoga Party: 30 minutes of instructor-led Yoga or Aerial Yoga. The Yoga will include poses and/or games appropriate to the age range and attention-span of the attendees. Partner and group poses at the end will give a great photo opportunity.

***Aerial Yoga is recommended for ages 6+.** If the attention-span or equipment etiquette and respect is not being followed, Tandem Unified Wellness reserves the right to change the class to non-Aerial. Regular Yoga or Aerial Yoga

Mad Science: 30 minutes of fun and easy science experiments. We recommend that attendees wear clothing that can get dirty or stained. Smocks will be provided, however dye may get through them, or get on exposed clothing. Choose 2-3 experiments from below for the party, or discuss other options (no open flame or heat experiments). The experiments may require extra help from the Rental Hosts, depending on age group and attention-span/abilities. It is important that the age range understand that ingestion of the items and experiments is not recommended.

Slime (glue, baking soda and contact solution based) (take home toy)

DIY Silly Putty

Elephant Toothpaste (peroxide)

Magic Balloon (vinegar and baking soda)

Water Bottle Lava Lamp or Sensory Bottle (take home toy)

Levitate a ping pong ball (take-home “toy”)

Balloon Rocket (take home toy)

Paper Airplane Competition - Best Flight

Make a Platform from Paper Cups

Marshmallow Catapult

DIY Play-Doh

Star-gazer Paper Cups (can be specific constellations, a collection of constellations or the astrological constellation of the Birthday Child)

Water Image Flip - explore how water and light refraction can flip an image (great for kids that like art as well!)

Games Party: 30 minutes of fun Party Games in the Studio. We will run games as long as they are interested in them, and cycle through what the kids are wanting to play. However, if you have particular requests, feel free to discuss. Games may include Dodgeball, Tug of War, Large Memory Game, Relay Races, Twister, Animal Races, Freeze Dance, Charades and more!

Requests: _____

Face-Painting Party or Add-On: Allow for approximately 5-10 minutes for each child to have their faces painted. There will be samples printed out for the kids to choose from, which can sometimes be coordinated with the theme of the party. Designs will be relatively basic to ensure that each child has the opportunity to have their face-painted.

Cake Agreement - Slices- Cakes by Jenni

Name of Client: _____
Date of Cake: _____ Time of Party: _____
Location: Tandem Unified Wellness

Cake Theme: _____

Name or words to be written on cake: _____

(Initial for Accuracy _____)

- Cake Size:
- 7" Round (2 layers of cake with icing filling) (\$50 base) _____
 - 8" Round (2 layers of cake with icing filling)(\$60 base) _____
 - 9" Round (2 layers of cake with icing filling) (\$70 base) _____
 - 7" Round TALL (3 layers of cake with icing filling) (\$65 base) _____
 - 8" Round TALL (3 layers of cake with icing filling) (\$75 base) _____
 - 7x11" ¼ slab (2 layers of cake with icing filling) (\$55 base) _____
 - 9x13" ½ slab (2 layers of cake with icing filling) (\$75 base) _____
 - Carved Cake (\$100 base)
 - Cupcakes - Basic (minimum order of 12. \$40 base)
 - Cupcakes - Premium (minimum order of 12. \$65 base)
 - Other _____
 - Extra Details or Add Ons as discussed: _____

- Cake Flavour:
- Chocolate
 - Vanilla
 - Confetti
 - Kiddie Colours (dyed vanilla, marbled)
 - Other, as discussed: _____
 - Extra charges for premium flavours: _____

Cake Cost: _____
Extra Charge Items for the cake: (description and cost) _____
Total Cost with Tax: _____

Cake Agreement Terms and Conditions:

Refunds and Cancellations: Upon booking, 50% of the cake cost is NON-REFUNDABLE (For this order, that equates to _____). Cancellations must be made at least 1 WEEK in advance to receive the refund. Cakes that require extra items, such as fondant toppers, that require extra time to create and dry properly, or special items that have been purchased, 3 WEEKS advance notice is required for the cancellation to receive the applicable refund. If cancellation is made with less notice, and items are already started, created or purchased, you may be charged the full amount of the "Extra charge" as discussed above. This is determined by the cake artist as to what is eligible for refund, depending upon what amount of work has already been started.

Allergy Alert: While items created by Slices - Cakes by Jenni can be mindful of allergies and intolerances, there is the minor possibility of cross-contamination, so it is not recommended for those with serious or severe reactions. While we are able to provide items that are Peanut/Nut aware, Dairy-free, Vegan or Gluten-aware, items are created in a facility that is not exclusively Nut, Dairy or Gluten Free. Be mindful of allergies of all attendees when ordering.

Photos: Slices - Cakes by Jenni reserves the right to photograph and share photos of the cakes created online or on social media. The customer may also share photos of the cakes, and we appreciate being credited with the work where possible.

Creative Licence: Slices - Cakes by Jenni reserves the right to change or modify a design of a cake to fit with our design aesthetics. If a sample/inspiration photo is provided by the customer, Slices - Cakes by Jenni will use it as inspiration to create a cake that is unique to each customer. We are happy to meet a theme or design idea as it fits into our abilities and aesthetics. We reserve creative licence over the finished product.

Accuracy of Written Items: Please write or dictate the written items on the cake and double check the accuracy of the spelling. Any writing requested will be completed as written, and we may reach out for clarification where required. If there is a misspelling that is our error, we will attempt to replace the writing in a way that works with the items. If the misspelling is not our error, we may be able to replace the writing at the customer's cost or inconvenience.

ACTIVITY WAIVER FORM - BIRTHDAY PARTIES

Party Date: _____

Parent/Guardian Name: First: _____ Last: _____

Phone#: _____

Email: _____

Child 1 Name: First: _____ Last: _____

Child 2 Name: First: _____ Last: _____

Child 3 Name: First: _____ Last: _____

Emergency Contact Name (if different than above, or an additional contact)

First: _____ Last: _____

Emergency Contact # _____

Any Medical Conditions or Allergies we should be aware of: _____

Medical Waiver - I understand that in the event of an accident or illness involving my child, staff will make every attempt to contact me and/or my partner. If, however, I or my partner cannot be reached, I hereby give Tandem Unified Wellness and its staff the authority to act on my behalf.

Waiver - Please check box to acknowledge you have read and agreed the the waiver.

ASSUMPTION OF RISKS I am aware and hereby acknowledge, agree and accept the risk of injury and illness inherent in any physical activity and/or program, including but not limited to those programs offered by The Activity Provider (hereinafter the "activities") and that the activities involve risks, dangers and hazards including, but not limited to: falling, mechanical failure of equipment, loss of balance or control, collision with other persons, illness or trauma, the failure to act safely or within one's own ability or to stay within designated areas, negligence of other members or persons. I am aware of the risks, dangers and hazards associated with the activities and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

CONSIDERATION Being of lawful age and in consideration of being permitted to participate in the Activity, The Parent or Guardian of the Participant releases and forever discharges the Activity Provider, its owners, directors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participants participation in the Activity.

The Parent/Guardian understands that the Participant would not be permitted to participate in the Activity unless the Parent/Guardian has signed this waiver.

CONCURRENT RELEASE

The Parent/Guardian acknowledges that this Waiver binds the Participant and Parent/Guardians spouse, heirs, executors, administrators, legal representatives, and assigns.

FITNESS TO PARTICIPATE

The Parent/Guardian and Participant acknowledges to the Activity Provider that the Participant does not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent the Participant from participating in the Activity. If required, the Participant will obtain a medical examination and clearance.

FULL AND FINAL SETTLEMENT

The Parent/Guardian acknowledges and agrees with the Activity Provider that the Activity Provider has given the Parent/Guardian sufficient time to carefully read this Waiver, the Parent/Guardian has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Waiver, the Parent/Guardian fully understands the risks and claims that the Participant is waiving to participate in the Activity, the Parent/Guardian is freely and voluntarily executing this Waiver, and the Parent/Guardian and Participant is forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Parent/Guardian or Participant may sustain while participating in or preparing for the Activity.

GOVERNING LAW

This Waiver will be governed by and construed in accordance with the laws of the Province of Ontario. Participants may sign electronically and an electronically signed signature cand as an Original.

PRIVACY STATEMENT

Any personal information collected is for the reference of Tandem Unified Wellness, and will not be shared with anyone else. If you have chosen to be contacted via Texting, Email or Phone Calls by Tandem Unified Wellness, we promise to adhere to the subjects and newsletters you have chosen to be contacted about, and not other reasons. We will not sell or share your information.

ILLNESS/COMMUNICABLE MEDICAL CONDITIONS Please do not bring children to Tandem Unified Wellness when they are ill or have a medical condition that is communicable. We reserve the right to restrict admission and/or send a child home, when, in our opinion, that child is ill or risks the health or well-being of other children or staff.

CONDUCT The parent/guardian assumes full responsibility for the conduct of themselves, their children and authorized caregiver. All parents/guardians and their children shall conduct themselves in ways that do not threaten the health, well-being and full enjoyment of the activities of other parents/guardians, their children and the staff.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY ACCEPTING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVE MAY HAVE AGAINST THE RELEASES.

Parent/Guardian Name (Printed)_____

Parent/Guardian Signature:_____

PHOTO/VIDEO CONSENT FORM

PLEASE READ CAREFULLY. I _____, Parent/Guardian of _____ hereby grant to Tandem Unified Wellness (herein referred to as "The Studio") the right to reproduce, use, exhibit, display, broadcast, distribute and create derivative works of the photographed or videoed images of me, taken on this date: _____, for use in connection with the activities of the Studio or for promoting, publicising or explaining the Studio or its activities.

This consent form includes, without limitation, the right to publish such images on Tandem Unified Wellness websites, in our reports and publications and PR/promotional materials, such as marketing admissions publications, advertisements, fund-raising materials, and any other Wellness-related publication.

These images may appear in any of the wide variety of formats and media now available to the Studio and that may be available in the future, including but not limited to print, broadcast, videotape, CD-ROM, and electronic/online media.

Date of Signature: _____

Name of Participant: _____

Name of Parent/Guardian: _____

Signature of Participant or Parent/Guardian as required: _____