Studio Rental Agreement - Birthday Parties

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

Renter Information

Name:_____

Email:_____

Phone Number: _____ Alternate #:_____

Alternate Contact Name:_____ Phone #:_____

Rental Date:_____ Time (1.5 hours):_____

Event Type: Birthday Guest of Honour Name: _____ Age:_____

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

Rental Fees: ⬜Space Rental with ONE chosen entertainment $185

⬜Space Rental with TWO chosen entertainments $210

⬜Space Rental only $160

**Prices are subject to change without notice. Please contact us for party quotes*

Entertainment Choice:

⬜Games

⬜Dance and Glow Party

⬜ Spiderman - outside contractor, fees may be found on our website

***Please note that there is an extra charge of $40 for any parties booked last-minute (less than 1 week before the party date), and must be paid for in full upon booking.*

Set-up Directions - Clients may come 30 minutes early to set up and decorate for the party

_____

Full cost of Rental: _____ Deposit Amount Total:_____

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:_____ **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 agree that care of the space is part of my responsibility, and I will do my part in keeping party participants safe and following rules. Tandem requires that the mirrors not be touched, run into or have anything thrown at them. I acknowledge this, and that as a party host I am to encourage guests to follow this. _____(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 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 the Renter, and this assumes that all participants are okay with photos. If the renter is aware of anyone who would NOT like to be in photos, we ask to be informed about this before the party so that we can ensure that anyone who has not consented to the Photo Release be asked to step out of the photo before it is taken, or to ensure that 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: 20-30 Minutes of Dance or Dance games (depending on age group and focus) with some free time with Glow-sticks or glow items. Encourage children to dress up in Black-Light activated items, such as bright white or neon clothing etc.
Additional Requests: _____
Dance Fit Portion: Lights ⬜ON or ⬜GLOW or ⬜Combo

Games Party: 20-30 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 Tug of War, Relay Races, Animal Races, Freeze Dance, Charades, Red Light Green Light, Simon Says, etc!
Requests:_____

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:_____