

THE FEARLESS PAINTER

COMMUNITY CRAFT CENTER BIRTHDAY PARTY ROOM RENTAL - PARTY AGREEMENT

Location:	The Fearless Painter Community Craft Center Birthday Party Room 1855 Valley Road Berkeley Springs, WV 25411
Event DATE:	
Event TIME:	

Contact:	
E-mail:	
Phone:	

Craft Type:	
Craft Selection:	
Cost Per Craft:	
Add-Ons:	<input type="checkbox"/> Standard Decoration Package (\$3.00 per child) <input type="checkbox"/> Custom Decoration Package (\$5.00 per child) <input type="checkbox"/> Painters Birthday Cake (\$35.00/cake) <input type="checkbox"/> Chocolate or Vanilla Ice Cream (\$6.00/Half Gallon) <input type="checkbox"/> Pepperoni or Cheese Pizza (\$12.00/each) <i>*Note, no add-ons are required</i>

Name of Child	
Age of Child (at time of birthday)	

Package Selection

Selection	Price	Qty	Subtotal <i>(Estimated)</i>
Craft Type			
Room Rental (2-Hour)	<i>Monday-Friday (\$25.00) Saturday (\$50.00) Sunday/Holidays (\$75.00)</i>		
Add-On #1 _____			
Add-On #2 _____			
Add-On #3 _____			
Subtotal:			
WV Sales Tax:			
Total:			

**Estimate based on pre-noted crafters/children at the event. Pricing may change based on additional painters. This estimate would be the minimum fee.*

THIS DOCUMENT RELEASES AND WAIVES CERTAIN LEGAL RIGHTS. PLEASE READ THIS DOCUMENT THOROUGHLY. YOUR SIGNATURE (AS DENOTED BY YOUR ELECTRONIC SIGNATURE ON A HARD-COPY FORM) REPRESENTS THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT.

DEPOSIT: All Birthday Party Room Rentals at The Fearless Painter Community Craft Center (further noted as TFP) are booked by placing a good-faith deposit of **\$50.00** to secure the desired date and time. This deposit is due at the time of the signing of this PARTY AGREEMENT, and is sent either as a separate e-mail as a virtual invoice, or can be paid in person at the Community Craft Center. This deposit can be applied towards the Birthday Party Event cost or refunded after the event. If the seat minimum is not met, seat prices will be taken from the deposit. **Failure to pay deposit could result in forfeit of CONTACT pre-selected date and/or time for your event. It is imperative that the deposit be paid immediately to secure CONTACT event. Waived per previous conversation.**

WHAT THE FEARLESS PAINTER (TFP) SUPPLIES: TFP will provide each crafter all supplies required to work on selected craft(s) selected for the birthday party. In addition, The Fearless Painter will

also provide all setup of the Birthday Party Room Rental (if Decoration package is purchased), as well as post-event clean-up.

EVENT START TIME: BIRTHDAY PARTY EVENT will start promptly at event start time listed at top of this agreement. Guests are encouraged to arrive at the event 15 minutes prior to select their seats, and ensure they are ready to begin their painting. TFP will not hold an event for more than 15 minutes after event start time. No refunds will be provided to late painters and/or no-show painters.

GUEST CONDUCT: All guests are expected to behave responsibly at all times. Children must be supervised by an adult at all times. TFP will issue a single warning for unruly conduct prior to asking guests to leave the premises without refund.

MINIMUM CRAFTERS: TFP requires a minimum of 5 crafters to begin BIRTHDAY PARTY EVENT with utilization of TFP's PARTY ROOM. In the case that CONTACT has less than 5 crafters, TFP can still provide event as long as payment has been made for 5 crafts (at a minimum of \$5.00 + tax per craft).

CANCELLATION & RESCHEDULING POLICY: Despite the best intentions and most organized of plans, TFP understands that unforeseen events can arise. In the event that CONTACT needs to cancel or reschedule an event, please let TFP know immediately. CONTACT may opt to reschedule a BIRTHDAY PARTY EVENT with at least 10 days' notice at no charge. Should CONTACT need to cancel BIRTHDAY PARTY EVENT, the deposit will be forfeit.

NOTICE OF ATTENDEES: Number of children attending **MUST BE** provided to TFP **no less than one-week prior to the event date to ensure TFP has all materials ready for the birthday party**. TFP will only allow *up to 3* additional seats after the Notice of Attendees has been provided by CONTACT to TFP. In the event that CONTACT does not provide accurate numbers to TFP prior to the event, TFP cannot be held responsible if there is a shortage of materials for guests.

PARTY AGREEMENT WAIVER AND RELEASE: On behalf of myself, my personal representatives, heirs, next-of-kin, spouse and assigns, I acknowledge that I hereby give up certain legal rights when I register for a Private Event which includes the right to recover damages to personal property, and bodily injury in exchange for the consideration of hosting and/or participating in a class and using the tools and equipment provided to me as part of the event.

Furthermore, as the Birthday Party CONTACT, I HEREBY:

Release **The Fearless Painter Community Craft Center** from any loss, liability, damage, injury or cost that may arise out of my use of art materials, tools or equipment at **The Fearless Painter** and I voluntarily assume the risk and danger of injury using such art materials, tools and equipment.

Release, discharge and promise not to sue *OBITCO Technical Services, LLC*, doing business as **The Fearless Painter** under its own name or any other name and/or any of its owners, officers, employees, instructors, and agents (hereinafter, "Releasees") for any loss, liability damage or cost whatsoever arising out of or related to my person or property.

Indemnify and hold harmless Releasees for any loss, liability, damage, injury or cost that may arise out of or in any way connected with my use of art tools and equipment provided or any acts or omission of Releasees, or other employees or agents.

Agree to abide by and follow instructions and rules established by **The Fearless Painter**, or any of its instructors, agents, or employees, with regard to safety operations in using working tools or other artistic equipment. This includes slippery surfaces from paint clean-up, etc.

Acknowledge that this document is a contract and agree that if a lawsuit is filed against **The Fearless Painter** or its owners, agents, employees or instructors for any injury or damage in breach of this contract, the undersigned will pay all attorney fees and costs incurred by **The Fearless Painter** in defending such action. The registrant or guardian expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity is governed by the State of West Virginia and intended to be as broad and inclusive as is permitted by West Virginia law, and that in the event any portion of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the balance of the agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

Understand that **The Fearless Painter** may take photographs during events and may also will take a group photo of participants and their crafts at the end of the party, and that these photos may be used for marketing and public relations for the studio in various settings including but not limited to: Facebook, Instagram, The Fearless Painter website, fliers, posters, and other promotional materials. I understand that if I, or any of my guests, wish to be exempt from this, I need to inform a representative of **The Fearless Painter** and make this exemption known in writing.

Understand that when I provide my email address at registration, I may be added to the email list for periodic emails from **The Fearless Painter**, but that I will have the option to unsubscribe at the bottom of the emails.

By signing this waiver, I acknowledge that I have read this document in its entirety and agree to the conditions set forth in this party agreement and waiver.

Signature:
Date: