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# Venue Disclaimer and Waiver of Liability

This Agreement is entered into between **Fairytale Event Company** ("Venue") and the individual or entity booking the Venue for an event ("Renter"). By signing this Agreement, the Renter acknowledges and agrees to the following terms:

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## 1. Assumption of Risk

The Renter acknowledges that the use of the Venue, including all facilities, equipment, and amenities, involves inherent risks. The Renter agrees to assume full responsibility for the safety and well-being of all individuals attending the event.

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## 2. Release of Liability

The Venue shall not be held liable for any injuries, accidents, slips, trips, falls, or damages occurring on the premises during the event. This includes, but is not limited to:

- Injuries resulting from the use or misuse of equipment provided by the Venue.
  - Accidents occurring due to the actions, negligence, or behavior of the Renter, their guests, or any third parties.
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## 3. Food and Beverage Disclaimer

The Venue assumes no responsibility for any food, beverages, or catering services provided by the Renter or a third party. This includes, but is not limited to:

- Illness, allergic reactions, or other health-related issues resulting from food or beverages consumed during the event.
  - Spoiled, contaminated, or improperly stored food or beverages.
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## 4. Alcohol Consumption

If alcohol is served or consumed during the event:

- The Renter agrees to comply with all local, state, and federal alcohol laws, including legal drinking age requirements.
  - The Venue shall not be held liable for any incidents, injuries, or damages caused by individuals under the influence of alcohol.
  - The Renter assumes responsibility for monitoring alcohol consumption by guests to ensure responsible behavior.
  - Any required permits for serving or selling alcohol must be obtained by the Renter.
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## **5. No Smoking Policy**

Smoking is strictly prohibited inside the Venue. Designated outdoor smoking areas (if applicable) may be used. The Renter assumes responsibility for ensuring that all guests comply with this policy. Failure to comply may result in additional cleaning fees or termination of the event.

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## **6. Acts of Violence**

The Venue maintains a zero-tolerance policy for any acts of violence, including but not limited to physical altercations, threats, or disruptive behavior that endangers the safety of individuals present at the event. The Renter agrees to take immediate action to address such behavior and ensures that all guests behave responsibly and respectfully. The Venue reserves the right to immediately terminate the event without refund if any act of violence occurs. Legal action will be pursued, and authorities may be notified, as necessary.

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## **7. Third-Party Vendors**

The Venue assumes no responsibility for the actions, behavior, or performance of third-party vendors hired by the Renter, including caterers, DJs, photographers, or decorators. The Renter agrees to:

- Ensure all vendors comply with Venue policies and local regulations.
  - Obtain proof of insurance from vendors if required.
  - Assume responsibility for any damages or incidents caused by third-party vendors.
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## **8. Damage to Property**

The Renter assumes full responsibility for any damage to the Venue or its property caused by the Renter, their guests, or third-party vendors. The Renter agrees to reimburse the Venue for the cost of repairs or replacements.

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## **9. Force Majeure**

The Venue shall not be held liable for any cancellations, delays, or disruptions caused by events beyond its control, including but not limited to natural disasters, power outages, or governmental actions.

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## **10. Compliance with Laws and Regulations**

The Renter agrees to comply with all local, state, and federal laws, as well as Venue rules and regulations. The Renter assumes responsibility for obtaining any necessary permits or licenses required for their event.

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## **11. Indemnification**

The Renter agrees to indemnify and hold harmless the Venue, its owners, employees, agents, and contractors from any claims, lawsuits, or demands arising from:

- Injuries or damages sustained during the event.
  - Violations of laws or regulations.
  - Actions or omissions of the Renter, their guests, or third-party vendors.
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## **12. Payment Policy**

### **Deposit**

- 30% of event total due at booking to hold date.
- Remainder is due no later than 2 weeks prior to event date.
- An additional fee of \$20 per late day will be charged up to one week.
- Events with a remaining balance within one week prior to the event will be canceled with no refund of deposit.

### **Cancellations**

- All cancellations must be submitted no later than 30 days prior to the event. All initial payments are non-refundable.
- An additional 10% of the remaining balance will be charged for full cancellations.
- If the Renter requests a new date and it is feasible, 50% of previous payments made will be credited to the new event date.

Initials: \_\_\_\_\_

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### 13. Damage Responsibility & Payment Terms

The Renter and their guests agree that:

1. **Full Responsibility for Damages** – The Renter shall be financially responsible for *all* damages to the Venue building, property, furniture, equipment, décor, and any other contents of the Venue, whether caused by themselves, their guests, vendors, or any third party associated with their event.
2. **Payment Timeline** – The Renter agrees to pay the full cost of all repairs, replacements, and associated expenses within **seven (7) calendar days** of receiving an invoice from the Venue.
3. **Lost Time / Loss of Business** – The Renter shall also be responsible for any loss of use of the Venue caused by their actions, including but not limited to: delays due to repairs, cancellations of other bookings, or business interruptions. These losses will be calculated at the standard daily rental rate and added to the invoice.
4. **Evidence & Documentation** – The Venue will maintain internal documentation of damages, which may include photographs, written reports, and/or descriptions of affected items (e.g., broken chairs, damaged tables, stained linens, etc.). This information will be provided to the Renter along with the invoice as a courtesy. The Venue’s determination of damages and related costs shall be considered final and binding under this Agreement.
5. **Binding Payment Agreement & Waiver of Court Disputes** – The Renter agrees that by signing this Agreement, they waive the right to contest these charges in court and agree to pay any invoice issued under this section in full by the due date. Failure to pay will result in collection actions, and the Renter shall be responsible for all related costs, including attorney fees, court filing fees, and collection agency fees.
6. **Confirmation of Understanding** – The Renter must initial below to confirm they have read, understood, and agree to the terms of this section:

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

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### 14. Cleanup Requirements

- Throw all trash from buffet area, tables, and into trash cans.
- Pile all table covers/runners on one table.

- Pop and dispose of all balloons (or take them with you).
- Dispose of all personal decorations.
- Empty all trash cans & bags into main dumpster and replace liners.
- Sweep floors.
- Stack chairs and wipe down all soft play items.
- No shoes or food allowed in soft play area (ages 5 and under).
- Any excessively damaged or stained table cover will carry a charge of \$10.00 each (examples: red chili, punch, candy, slime).
- Additional fees will be charged if these requirements are not followed.

Initials: \_\_\_\_\_

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### **Acknowledgment and Acceptance**

By signing this Agreement, the Renter acknowledges that they have read, understood, and agree to the terms outlined above. The Renter further agrees that this waiver and release is binding on themselves, their guests, and all participants of the event.

**Renter Name:** \_\_\_\_\_

**Event Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

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### **Fairytale Event Company**

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📞 505-515-9712

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