

The Performance Factory Birthday Party Rental Agreement

The Performance Factory is a privately family owned facility and reserves the right to allow access at our sole discretion. Our facility has a zero tolerance policy against violence and aggressive behaviour. Fighting of any kind will result in immediate removal of the entire rental group and no refund will be given.

We reserve the right to change or modify any of the terms and conditions contained in the Terms or any policy or guideline of the Sites, at any time and in our sole discretion. Any changes or modification will be effective immediately upon posting of the revisions on the Sites, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of these Sites following the posting of changes or modifications will confirm your acceptance of such changes or modifications.

This facility rental agreement between Keith Gough The Performance Factory (Owner) Keith Gough and _____ (Client) will commence on _____ (Date) at _____ (Time)

Age of birthday participant _____

Both parties agree to the following terms and conditions:

Please select birthday package:

- Host your own \$254.25 **(12 players)**
- Birthday and Ball \$310.75 **(12 players)**
- Extra players \$10 per player (16 max)
- Extra Hour \$113
- 30 minutes \$56.50

TERMS AND CONDITIONS

Payment must be made prior to the date of birthday party rental in order to secure booking. Payment can be made by e-transfer using info@goughbasketball.com

The client must be present and on site the full duration of rental. All participants entering the facility and using the court area must fill out an activity waiver prior to use. No exceptions! Activity waivers can be found on our website GoughBasketball.com

The owner will not be held liable for anyone not filling out and submitting an activity waiver.

No refunds! Gym rental must be used on the day and time scheduled. Exceptions will be made for extreme weather conditions at owners discretion. Party may also be rescheduled due to illness. Replacement date will depend on facility availability.

Client acknowledges that they will not be conducting basketball training of any kind for profit during the event. Failure to comply will result in immediate removal of the entire rental group and no refund will be given.

All activities including cleanup shall conclude no later than 5 minutes on the reserved date unless prior written permission has been obtained.

The Client will be held responsible for any and all guests on the premises. No excessive noise or rambunctious behaviour is permitted on the premises at any time during the rental use.

The Client will be permitted to enter the facilities up to 30 minutes before the reserved time frame for preparation, facility inspection and equipment drop off.

The Client will not be provided with additional time for equipment pick-up. All equipment must be taken with the client after their rental session unless permission has been received from the Owner.

The Owner will not be held liable for any property left on the premises after the event's conclusion.

No smoking, vaping or alcohol will be permitted in any area of the facility at any time.

The Owner maintains general liability, fire, and property insurance. However, Owner's insurance policies do not cover or protect against loss of Client's property or damage or injury to Client's guests or their property.

Client agrees to hold facility harmless shall any liabilities, claims, or causes of action that may take place as a result of the Client's use of the Facility.

The Owner shall not be held liable for any damages, loss or injuries to personnel or guests during the event.

Client will be held liable for any loss or damages to the facility during the event.

Client has read and acknowledges this agreement in its entirety.

Client Name (please print)

Client Signature

Date
