

PARTY RENTAL AGREEMENT  
FOR  
Confetti House

THIS AGREEMENT (the "Agreement"), made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between SMAMA Holdings Inc. DBA Confetti House (the "Owner"), whose business address 7684 Market Street Suite 2 Youngstown, OH 444512, and \_\_\_\_\_ (the "Renter," and collectively, the "Parties").

WHEREAS, Renter wishes to use Owner's space for \_\_\_\_\_ (the "Event");

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. PARTY PACKAGE/RENTAL SPACE. Owner hereby grants to Renter a limited and revocable license (the "License") to use the following space: Confetti House Party & Play Center (the "Space"). The License permits Owner to use the Space only on the Event Date, during the hours specified below, and only for the purposes set forth in this Agreement.
2. Event Date. The Event shall be held on \_\_\_\_\_, 20\_\_\_\_ (the "Event Date"), between the hours of \_\_\_\_\_:\_\_\_\_\_ and \_\_\_\_\_:\_\_\_\_\_. *Renter shall not have access to the Space at any time other than during these hours on the Event Date*, unless Renter receives prior written permission from Owner. **Space is to be empty at end of the reservation time. If renter remains after reservation time a fee of \$50 will apply per 15 minutes. Initial X**

3. Fees

**Party #1 \$189**

**initial X** \_\_\_\_\_

Party includes: 2-hr. exclusive use of the space (1-hr play center/1-hr party room after one hour the room is cleared), PDF invitations (you can print or email), table cloths/confetti, ½ Sheet Cake, party favor bags, personalized water bottles, party host, set-up and clean-up. \*Up to 12 guests (Additional guests: \$6/per guest) **additional time \$45 per hour** \_\_\_\_\_

\*Base price includes: 12 party favor bags, and personalized water bottles, 12 hand stamps for bounce houses and play center. If more are needed, additional guest charge will be applied.

**Party #2 \$219**

**initial X** \_\_\_\_\_

Party includes: 2-hr. exclusive use of the space (1-hr play center/1-hr party room after one hour the room is cleared), PDF invitations (you can print or email), table cloths/confetti, 2 tier cake, party favor bags, personalized water bottles, juice boxes, party host, set-up and clean-up. \*Up to 12 guests (Additional guests: \$6.50/per guest) **additional time \$45 per hour** \_\_\_\_\_

\*Base price includes: 12 party favor bags, and personalized water bottles, juice, 12 hand stamps for bounce houses and play center. If more are needed, additional guest charge will be applied.

**Party #3 \$299**

**initial X** \_\_\_\_\_

Party includes: 2-hr. exclusive use of the space (1-hr play center/1-hr party room after one hour the room is cleared), PDF invitations (you can print or email), table cloths/confetti, 2 tier cake, party favor bags, 2 slices of pizza per paid child, pinata, personalized birthday shirt, personalized water bottles, party host, set-up and clean-up. \*Up to 12 guests (Additional guests: \$7/per guest) **additional time \$45 per hour** \_\_\_\_\_

\*Base price includes: 12 party favor bags, and personalized water bottles, juice boxes, 2 sliced of pizza per paid guest 12 hand stamps for bounce houses and play center. If more are needed, additional guest charge will be applied.

**Party #4 \$369 (no pizza)**

**initial X**

Party includes: 3-hr. exclusive use of the space (2-hr play center/3-hr party), custom PDF invitations and thank you cards (you can print or email), table cloths/confetti, upgraded balloons, tiered specialty cake (30 servings), personalized party favor bags, juice boxes and personalized water bottles, pizza (2 slices per child), personalized birthday shirt for birthday child, popcorn machine or cotton candy party host, set-up and clean-up. \*Up to 12 guests (Additional guests: \$6.50/per guest) **additional time \$45 per hour**

\*Base price includes: 12 personalized party favor bags, 12 juice boxes and personalized water bottles, 2 slices of pizza for 12 guests, 12 hand stamps for bounce houses and play center. If more are needed, additional guest charge will be applied.

**Party #4 \$429 with pizza**

**initial X**

Party includes: 3-hr. exclusive use of the space (2-hr play center/3-hr party), custom PDF invitations and thank you cards (you can print or email), table cloths/confetti, upgraded balloons, tiered specialty cake (30 servings), personalized party favor bags, juice boxes and personalized water bottles, pizza (2 slices per child), personalized birthday shirt for birthday child, popcorn machine or cotton party host, set-up and clean-up. \*Up to 12 guests (Additional guests: \$7.50/per guest) **additional time \$45 per hour**

**Space Rental \$210**

**initial X**

Party includes: 3-hr. exclusive use of the space both rooms (set up and clean up included in rental time) Space ONLY

Included in the total Party Price/Rental shall be a retainer of \$ 50.00 (the “Retainer”), which must be paid to Owner upon the execution of this Agreement. Owner shall have no obligations under this Agreement until the Retainer is paid in full. The remainder of the total Rental Fee is due in full: Day of the event (the “Payment Due Date”). If Renter fails to pay the full Rental Fee by the Payment Due Date, Owner shall have the right to revoke the License and to keep the full amount of the Deposit.

4. Cancellations. If Renter cancels the reservation within 90 days of the event any retainer paid are **non-refundable** Confetti House will offer to transfer the deposits to a new date based off availability one time as courtesy. If Renter cancels the reservation for the Event within 30 days of the Event, Owner shall be entitled to retain the entire Party/Rental Fee, including the retainer.

5. Condition of Premises. Owner shall make sure that the Space conforms to the following specifications by the Event Date: Tables & Chairs will be provided and full use of the center for the time frame reserved.

Aside from the specifications set forth above, the Space shall be provided as-is, and Owner makes no warranty to Renter regarding the suitability of the Space for Renter’s intended use. Renter shall leave the Space in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear and shall be required to arrange for the repair of any such damage. In the event that Renter does not satisfactorily arrange for such repair, Owner shall be entitled to arrange for any necessary repairs at Renter’s expense. Renter shall reimburse Owner for any such repairs within 30 days of receipt of Owner’s written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.

6. PARTY DETAILS. Owner shall provide to Renter the services set forth in Schedule A (the “Additional Services”) in connection with the rental of the Space under this Agreement. We do not guarantee cake designs, we will make requests but cakes may vary.

7. Right of Entry. Owner shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to Owner's property, or injury to any person in or near the Space.

8. Indemnification. Renter hereby indemnifies and holds harmless Owner, its employees, officers, and directors from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts or omissions on the part of Renter, its employees, officers, directors, independent contractors, or other agents. Renter shall notify Owner of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

9. Permitted Use. Renter is authorized pursuant to the License to use the Space to hold the Event, and for no other purpose, unless Owner gives Renter prior written authorization for additional permitted uses. Renter may not use the Space in any manner that may render the insurance for the Space or upon any of Owner's property void, or which may result in increased insurance premiums for Owner with respect to the Space or any other of Owner's property.

10. Compliance with Laws. Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space according to the permitted uses set forth in Section 9 in a lawful manner. Renter shall not use the Space in any manner that would violate local, state or federal laws or regulations. Renter hereby indemnifies Owner, its employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with Renter's violation of any local, state or federal law, rule, regulation or ordinance related to Renter's use of the Space.

11. Force Majeure. In the event that Owner is unable, for reasons beyond its control, to make the Space available to Renter on the Event Date for the purposes as set forth in this Agreement, Renter shall have the option of choosing an alternate date to hold the Event (the "Alternate Event Date"), at no extra charge to Renter. If Renter selects an Alternate Event Date that is reasonably acceptable to Owner, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all obligations, rights, duties and privileges as set forth in this Agreement shall remain binding on the Parties. If Renter and Owner cannot agree upon an Alternate Event Date within 30 days of the original Event Date, then Owner shall refund to Renter the full amount of the Rental Fee (including the full Deposit). In neither case shall Owner be liable for any additional costs or damages suffered by Renter (over and above the Rental Fee) arising out of a rescheduling or cancellation of the Event pursuant to this Section 11.

12. Revocation. Owner shall have the right to revoke the License at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that Owner revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Renter, Owner shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

13. Assignment. Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party. Except that if the assignment or transfer is pursuant to a sale of all or substantially all of a Party's assets, or is pursuant to a sale of a Party's business, then no consent shall be required. In the event that an assignment or transfer is made pursuant to either a sale of all or substantially all of the Party's assets or pursuant to a sale of the business, then written notice must be given of such transfer within 10 days of such assignment or transfer.

14. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Ohio, without regard to conflicts of law principles.

15. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

16. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

17. Headings. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

18. Entire Agreement. This Agreement constitutes the entire agreement between Renter and Owner, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**RENTER**

**OWNER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

### Schedule A

#### Party Details

# of expected guests \_\_\_\_\_

Cake choice (Chocolate or White you can do a layer of each) \_\_\_\_\_

Party #3 or 4

Name and age rsvp name and # invite: \_\_\_\_\_

Favor bags or dippin dots: \_\_\_\_\_

Pizza Choice you may mix (pepperoni or cheese) \_\_\_\_\_

Special Requests: \_\_\_\_\_

\_\_\_\_\_  
\*Final guest count needs provided 72 hours before the event.

