



## Dreamland Children's Party Place

975 W. Price Brownsville, Texas 78521  
(956) 312 6097

### Rental Contract, Policies, and Indemnity Agreement

THIS IS A BINDING CONTRACT WITH DREAMLAND CHILDREN'S PARTY PLACE, LLC ("DREAMLAND"). PLEASE READ CAREFULLY BEFORE SIGNING.

#### Terms & Conditions:

NO SMOKING and NO ALCOHOLIC BEVERAGES shall be permitted inside or on the premises, including the parking lot, at any time.

The number of guests permitted in The Rental shall not exceed the number stated above unless otherwise approved in writing by Dreamland Management, with a minimum of two (2) days' notice.

The rental shall include:

- \* 4 Hrs. Hall Rental
- \* 10 tables for adults with 9 chairs per table
- \* Kids 3 tables & chairs
- \* Tablecloths
- \* 1 Cake table and 1 Gift table
- \* Up to 3 additional tables (9 chairs each) for an additional fee of \$ 30.00 per table.\* 1 Extra table with table cloths for snacks or candy for an additional fee of 30.00 \* Play Area
- \* Clean Up after your party

#### Deposit & Fee Payment Schedule:

A deposit of \$200.00 is required on date the reservation is made. The Deposit is Non-Refundable, regardless of cancellation for any reason. Fee:

- 50% of the total rental fee must be paid one month before the party date or the reservation will be presumed CANCELLED.
- The complete balance of the party package must be paid two (2) weeks prior to the party date.
- Additional, Miscellaneous Fees: There will be a \$30.00 charge for any out-sourced equipment or services not contracted by Dreamland ( e.g., Popcorn machine, Cotton Candy machine, hot dog machine, etc.).

#### Duration of Rental:

Early check-in prior to scheduled time is not allowed without prior approval. Check-out shall be no later than the scheduled Hours of Function above. A 15 minute notice will be given as a courtesy before your rental time is complete.

All party packages are limited in time based on the Hours of Function. A \$150.00 charge will be applied for every extra hour exceeding the Hours of Function, but Dreamland reserves the right to restrict or deny extra hour(s ) based on its schedule and/or lack of availability.

#### Inspection:

Management reserves the right to make periodic inspections of The Rental to verify compliance with all terms, policies and procedures. If, upon inspection of The Rental, Dreamland, in its sole discretion, determines that the Host(s) and/or Guest(s) have violated the terms and conditions of this Agreement, Dreamland reserves the right to require any or all persons in the rental party to vacate the premises. Any

time remaining for the Hours of Function shall be forfeited and any rental payments shall be nonrefundable.

#### Use of Rental Property:

All items supplied in The Rental are for your pleasure and use. Dreamland property may not be removed. Any vandalism or criminal act on the premises or within the Rental's proximity will be the customer's sole responsibility and Dreamland expressly disclaims any liability therefrom.

#### Rescheduling/Refunds:

Any request to reschedule a party must be made with a minimum 30-days advance notice, but the requested alternate date is subject to availability. Only one rescheduling will be permitted. Deposits are Non-Refundable after any cancellation.

There shall be no Refunds in the event of circumstances beyond the control of Dreamland, such as, but not limited to, weather conditions, interruption in utilities, the death or illness of a host or guest, or the failure of equipment in The Rental, unless such circumstances make The Rental uninhabitable, in which case rental fees will be returned on a prorated basis for the unexpired remaining rental time.

#### Safety:

The following terms and safety rules must be strictly complied with in and around the Rental:

- Dreamland, its members, managers and employees, are not responsible for monitoring the activity of adults and children attending the party. The Host(s) shall be responsible for the conduct of their guests, prevent and stop any act which could be hazardous or unsafe. Children must be supervised by an adult.
- To avoid injury, exercise care when on the Rental premises.
- Toxic substances, hazardous materials and objects that endanger health and safety are strictly prohibited.
- Do not put candy inside piñatas.
- Drugs and alcohol are forbidden on the Rental premises. Host(s) and guests who arrive intoxicated or impaired will be asked to leave.

#### Miscellaneous Rules

- If external decorators are used by you, set-up is limited to one (1) hour before the event. If more time is needed, there will be a charge of \$60 for every extra hour, subject to availability.
- External decorators must be present before the end of the event to begin to pick up their decorations.
- Dreamland will not inflate or pop balloons, use, move or monitor outsourced equipment or assist with external decorations.
- The use of tape, staples or attaching any decorations or balloons onto the walls, floors, ceiling and doors is strictly prohibited.
- If chairs or tables different than those supplied by Dreamland are used, an additional fee of \$150.00 will be charged. The Host will be solely responsible for delivering, setting up and picking up all tables and chairs not furnished by Dreamland. The number of chairs and tables shall not exceed the permitted capacity of the premises.
- Shows: Any shows/performers must have their own sound and lighting equipment. The use of confetti, sprays, soap bubbles, pyrotechnics, water, and bouncers are prohibited. Music for any show must be turned off 10 minutes before the end of the Hours of Function.
- Glass containers are strictly prohibited.

- All food brought to the premises must be fully prepared; cooking inside the premises, including the parking lot, is prohibited. No gas or grilling equipment is allowed.
- Dreamland is not responsible for the food or beverages served for your event.
- Dreamland is not responsible for personal items which are forgotten, lost, stolen, damaged or destroyed. Please be certain to take all personal belongings with you when you leave.

**Disclaimer of Liability & INDEMNITY AGREEMENT:**

**By agreeing to the terms when booking your date, you agree and acknowledges that all persons in the rental party assume all risks associated with occupying and using the Dreamland premises, including the parking lot, and agrees to release and hold harmless Dreamland Children's Party Place, LLC, its members, managers, officers, employees and agents (the "Releasees"), from any and all claims or suits of any nature arising from the use of or presence on the premises. Further, the signatory below agrees to defend and indemnify Releasees from and against any and all direct and third-party claims, demands, suits, judgments, settlements and costs, including attorney's fees, irrespective of the sole, joint or concurrent negligence or other fault of Releasees, or any one of them, or any combination of them, as a result of any act or occurrence arising out of the use of or presence on the premises.**