

Coastal Kids Playspace - Party Rental Contract

Deposit & Party Timing

1. **All parties require a 50% non-refundable deposit, with the remainder of the payment being charged to the card on file 48 hours prior to your party date.** After final payment is processed, no add-ons or additional children can be refunded.
2. ***All parties are 2 hours in length, with an additional 30 minutes of set-up time before the party time begins, and 15 minutes afterward to break down and load out the space after the party time is over.***
3. All guests must vacate the CKP premises by the end of the 15 minute clean-up period after the party, as we have a tight turn-around time in between party bookings and the next family entering the space.
 - a. ***If guests or private renters remain in the space past the 15 minute clean-up period, CKP reserves the right to add a \$200 "late exit" charge to the booking credit card on file.***

Play Space Policies

1. All party guests (children and adults) must complete a liability waiver & wear socks inside the play area (children need grippy socks, unless they come with the party package booked).
2. All party guests will need to adhere to the Coastal Kids Playspace rules and code of conduct.
3. **CKP is a space designed for ages 6 and under.** We kindly request that older children and/or siblings who enter the play area play respectfully and responsibly around the smaller children.
 - a. Infant area is designed for ages 0-18 months. If older children enter this space (including siblings), they will kindly be redirected and asked to leave that space for the safety of the babies.
 - b. ***Any guests who are observed playing unsafely/not following space rules will be reminded once, then may be asked to leave the play area at the half gate.***

Food & Drink

1. Private party renters are welcome to bring food and/or drinks to our space! Please make note of the following restrictions:
 - a. ***NO ALCOHOL, SMOKING or VAPING permitted inside CKP's space.***
 - b. No Pasta sauce, or Chocolate fondue/fountains
 - c. No catering/chafing dishes with open flames OR cooking appliances (air fryer, crock pots)

- d. Food must be fully cooked prior to entering Coastal Kids Playspace. We do not have appliances or a license to heat food up.
2. We provide a small fridge for drinks, but beyond that no containers or refrigerators are provided. Please bring your own coolers, ice, etc if you need to keep food cool until it will be enjoyed.
3. ***Add-ons or food selection must be pre-arranged and communicated to CKP at least 7 days prior to the party.*** Any changes made after this deadline must be pre-approved, but shall not be guaranteed and will incur a \$25 convenience fee.

Decorations

1. Clients are free to hang decorations on the interior windows, or place decor onto the party tables.
2. Nothing may be hung on the walls or ceilings; ***any client who attaches items to the walls with tape will be assessed a \$200 fee for damages, whether damage is visible or not.***
3. Please affix helium-filled balloons to a balloon weight or chairs.
We do not assist in blowing up balloons, or creating balloon art unless it is part of your purchased package (ex. Sunny Seaside), or you have purchased an add-on upgrade.
4. ***We do not allow pinatas, glitter, confetti, poppers, or balloons filled with confetti—thank you for your understanding!***

Cleaning & Damages

1. In the case of excessive or intentional mess that results in additional clean-up time and fees for Coastal Kids Playspace, ***CKP reserves the right to add a \$250 cleaning charge to the bill of the private party renter.***
2. Please ensure your guests are aware of the space rules, and carefully read our list of decoration exclusions prior to your event.
3. If any party renter, guest, or child causes damage to the property of Coastal Kids Playspace or our building during the event, the private party renter will be charged to fix or replace the item(s) accordingly. This charge will be billed to the private party renter's credit card on file, if applicable.

Health & Safety

1. ***Socks are required inside the play area for both children and adult guests (past the half-wall).***
2. Coastal Kids Playspace cleans and sanitizes its toys, property, Party Space, premises and restroom on a consistent basis.

- a. Private Party Renter and all party guests must ensure they dispose of all waste materials such as diapers, paper towels and trash in the correct receptacles provided by Coastal Kids Playspace.
- b. We ask private party renters to notify their guests of Coastal Kids Playspace's Safe & Healthy Play Policies prior to attending the party. CKP kindly asks any guest/child who is not feeling well per Health Policy to remain home.

Party Rescheduling or Cancellation

1. In case of an emergency (medical, illness, family emergency) ***Coastal Kids Playspace will offer private party renters a complimentary 'one-time reschedule' of their party, within a 6-month timeframe, and based on dates still available.***
2. Please notify CKP at least 24 hours prior to the party date/time (or as soon as reasonably possible) and we will work with you to adjust the event booking.
 - a. If private party renter cannot find an acceptable date/time for their emergency complimentary reschedule, OR do not wish to reschedule the party—they will not be required to pay the remaining amount towards the party, but will forfeit the 50% non-refundable booking deposit.
3. **For a Cancellation:** If private party renter decides to cancel their event (for non-emergency reasons), they MUST notify CKP at least 7 days prior to the scheduled party date (and will forfeit the 50% nonrefundable deposit). For cancellations less than 7 days prior to the party date, CKP reserves the right to bill a late-cancel fee of \$150 to the card on file, to cover supplies and services already purchased for the event.

Gratuity

Gratuity is not required, but is appreciated and left up to the discretion of the Private Party Renter.

Personal Property

1. Coastal Kids Playspace, its agents and employees are not responsible for the Private Party Renter or any of its Party Guests personal property.
2. It is the sole responsibility of each person entering into the facility to be responsible for all possessions and belongings.
3. Under no circumstances shall CKP, its agents or employees, take responsibility for any lost, stolen, missing or damaged personal property or otherwise.

Supervision

Private Party Renter and the parents of the party guests (invited or otherwise) are completely responsible for the well-being and behavior of their minor child(ren) while on the Coastal Kids Playspace premises.

Conduct

Coastal Kids Playspace reserves the right to ask any child or adult during the Private Party found to be destructive and/or abusive to any other guests, CKP staff, or employees to immediately leave CKP property.

Indemnification

The Private Party Renter agrees to hold harmless and indemnify Coastal Kids Playspace, its officers, directors, employees, and agents (collectively, the "indemnified Parties"), from and against any and all losses, costs, expenses, including but not limited to, reasonable attorneys' fees, claims, actions, demands, damages incurred by or asserted against the indemnified Parties by reason of the acts, omissions or negligence of the Client, its guests, employees, agents or independent contractors, arising out of or in any way connected with the Private Party Renter's event (Private Party), except when directly caused by the gross negligence or willful misconduct of the Indemnified Parties.

Default

1. Failure by the Private Party Renter to timely pay Coastal Kids Playspace all amounts due shall constitute a default by the Private Party Renter.
2. Upon a default by the Private Party Renter, CKP, at its sole discretion, may (I) terminate this contract and retain all amounts paid to CKP as liquidated damages, or (II) enforce the terms of this contract through any and all remedies that it has as defined in this contract. In no event of default shall CKP be liable to the Private Party Renter for any amount in excess of amounts paid to CKP. Said payment constitutes the Private Party Renter's sole and exclusive remedy and the Private Party Renter hereby relinquishes any and all causes of action, which the Client otherwise have in law or in equity as defined in this Contract.

Applicable Law and Construction

The laws of the State of California shall govern the validity, performance and enforcement of this agreement.

Arbitration

1. By executing this agreement, Coastal Kids Playspace and the Private Party Renter agree that any dispute or claim arising under or with respect to this Agreement will be resolved by arbitration in Long Beach, CA before an arbitrator chosen by agreement of the Parties.
2. Each party shall equally bear any costs associated with arbitration. The award shall be final and binding upon the parties. Any award may be entered as a judgment or order in any court of competent jurisdiction.

Force Majeure

1. Neither Coastal Kids Playspace nor Private Party Renter shall be liable or responsible for any delays or cancellations of the Private Party due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of the CKP or Private Party Renter.
2. These policies shall be governed by and construed in accordance with the laws of the State of California.

The undersigned has read and understands the Party Rental Contract and agrees to abide by & be bound by such agreements and regulations.

