



PARTY SPACE RENTAL AGREEMENT & REGULATIONS

PRIVATE PARTY SPACE RENTAL AGREEMENT & REGULATIONS

This agreement is between Wiggle & Play Cafe, LLC and (Private Party Renter”) for the rental of Wiggle & Play located at 6810 Green Bay Rd, STE 2, Kenosha WI 53142 (“Party Space”).

By executing this Agreement, all Private Party Renters and their guests assent and agree to comply with all of the following policies and procedures of Wiggle & Play, as set forth herein. The policies, procedures and this agreement may be amended from time to time at Wiggle & Play’s sole discretion and with no notice to Private Party Renter.

1. Deposit and Overtime: Any rental of space from Wiggle & Play for a private party must be secured with a nonrefundable security deposit of 50% of base party cost. Only upon payment of this non-refundable security deposit shall Wiggle & Play securely hold the requested space for the private party rental. The non-refundable security deposit will be applied to the total rental balance. The balance amount due and owing must be paid in full before party start time.

- a. If the party goes over the scheduled party time by more than 15 minutes, the Private Party Renter agrees to pay \$50.00 per half-hour or \$100 per hour. This amount shall not be pro-rated.
- b. The Private Party Renter and all guests must completely vacate the premises within the 15 minute grace period from the end of the contracted party time to avoid automatically incurring the fees outlined above.

2. Play Area Policies for Parties

- a. We will be actively enforcing our normal safety rules and policies during parties
- b. Our crawler area is designed for guests 18 months and younger. If any older child (including an infant’s sibling) enters this area, Wiggle & Play reserves the right to ask the older child to leave the area immediately. If the behavior is repeated, the child and caregiver may be asked to leave the premises entirely



2. Play Area Policies for Parties continued

- c. Food may be served at any time during the event. If cake and/or dessert will be served at your party, we require that these be eaten the last 30 minutes, concluding the party. The play area will CLOSE during these events and will NOT re-open. If cake and/or dessert is served earlier than the allotted time the play area will close and not re-open for play.
- d. Our play area is STRICTLY for children aged 7 AND UNDER. Adults and children older than 7 are more than welcome to play WITH the play-area aged children during the event. HOWEVER, anyone over 7 may NOT use our equipment or toys other than while assisting a younger child. This includes but is not limited to play houses, dress-up clothes, and ALL other play equipment and toys.

3. Food and Add-Ons

Food or add-ons provided for the private party must be pre-arranged with Wiggle & Play at least seven days prior to the private party. Any changes made after this deadline must be pre-approved, but shall not be guaranteed and will incur a \$25 convenience fee.

- Substitutions: Wiggle & Play, may, at its sole discretion, make reasonable substitutions.
- A non-refundable payment for any add-ons will be taken at the time of booking for any add-ons contracted outside of Wiggle & Play Party Package.
- Pricing may be adjusted for market price variations that are beyond the reasonable control of Wiggle & Play.

4. Decoration

Nothing may be hung on the walls or ceiling without the express, written permission of Wiggle & Play. Any client who adheres tape to the walls will be assessed a fine in the amount of \$250 for damages, regardless of whether damage is immediately visible. Clients are free to hang decorations on any of the interior doors and windows. Helium balloons must be tied down either to a balloon weight or chairs. We do not allow piñatas, glitter, or balloons filled with confetti or chalk.



5. Damage & Cleaning

Any excessive damage done to the Wiggle & Play premises or to the Party Space or other Wiggle & Play property shall be billed to Private Party Renter for either replacement or repair

- In the occurrence of an additional mess – as determined by the Wiggle & Play management or staff – created or done by the Private Party Renter or any of its party guests (children and adults included) resulting in extra cleaning of the Party Space, Wiggle & Play premises or other Wiggle & Play property shall result in Private Party Renter to be charged an additional \$250.00 nonrefundable cleaning fee.
- Any additional damage to the Wiggle & Play premises, the Party Space or other Wiggle & Play contents or property created or done by the Private Party Renter or any of its party guests (children and adults included) shall be charged to the Private Party Renter accordingly.
- Wiggle & Play cleans and sanitizes its toys, property, Party Space, premises and other property (including bathrooms) on a consistent basis. Private Party Renter and all party guests must insure that they dispose of all waste materials such as diapers, paper towels and trash in the correct receptacles provided by Wiggle & Play.

6. Gratuity

Gratuity is not required but is appreciated and left up to the discretion of the Private Party Renter. Recommended gratuity for excellent service is 15%.

7. Socks

Wiggle & Play is a “no shoes, grip socks required” play space. Grip socks ARE required at all times. Both adults and children are required to wear grip socks. This is necessary for the health and safety of everyone. The Private Party Renter is responsible for enforcing that all party guests have grip socks with them when they enter Wiggle & Play. If a guest does not have socks, Wiggle & Play can sell them a pair or with permission run a tab for socks that will be charged to the Private Party Renter at the completion of the party.



8. Personal Property

Wiggle & Play, its agents and employees are not responsible for the Private Party Renter or any of its Party Guests personal property. It is the sole responsibility of each person entering into the facility to be responsible for all possessions and belongings unless pre-arranged with Wiggle & Play and/or its staff. Under no circumstances shall Wiggle & Play, its agents or employees, take responsibility for any lost, stolen, missing or damaged personal property or otherwise.

9. Safety

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 while on the Wiggle & Play premises, the Party Space or other Wiggle & Play property.

10. Conduct

Wiggle & Play reserves the right to ask any child or adult during the Private Party found to be destructive and/or abusive to any other guests (whether party guests or not), Wiggle & Play staff or employees to immediately leave Wiggle & Play property.

11. Indemnification

The Private Party Renter agrees to hold harmless and indemnify Wiggle & Play, 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.

12. Cancellations

Any cancellation within two (2) weeks of scheduled party shall result in an additional \$25.00 cancellation fee, on top of the party deposit, unless Private Party Renter can provide proof of medical emergency, family emergency or other emergency circumstances. In addition, Private Party Renter also forfeits any future benefits from the nonrefundable security deposit.



13. Default

Failure by the Private Party Renter to timely pay Wiggle & Play all amounts due shall constitute a default by the Private Party Renter. Upon a default by the Private Party Renter, Wiggle & Play, at its sole discretion, may (I) terminate this contract and retain all amounts paid to Wiggle & Play 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 Wiggle & Play be liable to the Private Party Renter for any amount in excess of amounts paid to Wiggle & Play. 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.

14. Applicable Law and Construction

The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease.

15. Arbitration

By executing this agreement, Wiggle & Play 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 Kenosha, Wisconsin before an arbitrator chosen by agreement of the Parties. 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.

16. Force Majeure

Neither Wiggle & Play 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 Wiggle & Play or Private Party Renter. These policies shall be governed by and construed in accordance with the laws of the State of Wisconsin.



The undersigned has read and understands the aforementioned Private Party Space Rental Agreement and Regulations and agrees to abide by and be bound by such agreements and regulations.