



## **Birthday Party Agreement**

Thank you for choosing The Art Project for your child's birthday party! We are so happy to celebrate with you all! Please read below. If you have any questions, please let us know.

**Studio Rental: \$275.00 + tax for up to 10 kids, plus \$20 for each additional child who participates. Follow strict capacity limitations - see below.**

- No more than 22 people can be in our studio at any given time. This number includes both kids and adults. Guests will be asked to step outside if capacity limitations are reached.
- Studio will be closed to the public.
- Face coverings are required for any guests over the age of 3 per City of Memphis face mask ordinance.
- All kids and adults are required to wash hands and/or use hand sanitizer upon entry of space.
- Adults must maintain social distance of 6 feet when possible.
- Parties last for a total 1.5 hours; you are unable to go over your allotted time. Staff will help you keep track of time and on schedule.
- You are able to set up for your party 20 minutes before it starts. This allows prior parties to exit the space without overcrowding. You will have 20 minutes after your party to gather your items, gifts, etc. We will be there to help with whatever you need.
- Adequate parental supervision required.
- The Art Project is not responsible for stained or damaged clothing. We provide aprons for children and adults.
- You are responsible for plates, utensils, cups, napkins, cake/cupcakes/ice cream, drinks, cake knife, ice cream scoop, candles, lighter, serving utensils, decorations, etc.
- Beer may be purchased through the Art Project. Wine/Champagne may be brought in for a \$5 corkage fee per bottle opened. Wine glasses are available for use. No liquor may be consumed.
- You will have 2 - 3 dedicated staff members to work your party. Please ask them for any help you need! While our staff will be on site and ready to assist in any way, answer any questions and keep the studio clean, they will maintain a 6' distance so they won't be as hands on as normal. This is for your safety and ours.

**Cancellations or Modifications:**

- A non-refundable deposit of \$50 will be required at time of booking. This fee will be applied towards the total bill of your party.

**Release of Liability:** As a condition to hosting your party at The Art Project, and in consideration of The Art Project's making any equipment, supplies, and/or facilities available to you, you agree to release The Art Project, its owners, officers, managers, and employees from any claims, damages, or liabilities in any way growing out of, or resulting from, your participation in the party, or that of the party attendees. By signing this Agreement, you agree that you are solely responsible for any cost arising out of any bodily injury or property damage sustained by either The Art Project or any party attendee through participation in the party, and you agree to indemnify and hold harmless The Art Project, its owners, officers, managers and employees for any claims, damages or liabilities arising out of the party.

**COVID-19 Waiver:** The Art Project has put in place preventative measures to reduce the spread of COVID-19; however, The Art Project cannot guarantee that you or your children will not become infected with COVID-19. By signing this Waiver, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you and your children may be infected by COVID-19 by attending The Art Project and that such exposure or infection may result in personal injury, illness, permanent disability and death. By signing this agreement, you agree to assume the risks and accept sole responsibility for any injury of any kind to you or your children in connection with your attendance at the Art Project.

On my behalf, and on behalf of the children in my care, I hereby release, covenant not to sue, and hold harmless The Art Project, its employees, agents, and representatives, of and from any claims, liabilities, actions, damages, costs or expenses of any kind arising out of or relating to attendance at The Art Project, whether a COVID-19 infection occurs before, during, or after attending the Art Project.

I have read and I understand the above terms and provisions. I agree that I am an authorized representative for this party. And I agree to be bound by the terms and provisions of this Agreement.

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AUTHORIZED REPRESENTATIVE

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DATE