

## BIRTHDAY PARTY AGREEMENT FORM



### BIRTHDAY PARTY AGREEMENT

**PARTY PACKAGE (ROOM + ACTIVITY)** \*Please allow up to 10 business days for the review of your invoice



RAY & JOAN  
**KROC**  
CENTER  
SUISUN CITY, CA

### CONTACT INFORMATION

NAME

CHILD'S NAME

☐ MEMBER ☐ NON-MEMBER

CELL

EMAIL

ADDRESS

CITY

STATE

ZIP

### EVENT INFORMATION

 \*Clients will provide food & drinks.

DATE OF EVENT

PICK ONE ACTIVITY: ☐ ROCK WALL ☐ POOL ☐ CRAFTS

ESTIMATED ATTENDANCE

#### KROC PARTY PACKAGE & TIME (please select one)

##### CLASSIC BIRTHDAY \$400

Studio A (20 Activity Passes)  
Capacity: 34

##### FRIDAYS 5:00PM–8:00PM

☐

SET-UP: 5:00PM–5:30PM

ROOM USE: 5:30PM–7:30PM

ACTIVITY: 5:30PM–7:30PM

TEAR-DOWN: 7:30PM–8:00PM

##### SATURDAYS 1:00PM–4:00PM

☐

SET-UP: 1:00PM–1:30PM

ROOM USE: 1:30PM–3:30PM

ACTIVITY: 1:30PM–3:30PM

TEAR-DOWN: 3:30PM–4:00PM

##### KROSTAR BIRTHDAY \$500

Studio B + Playground (30 Activity Passes)  
Capacity: 30

##### FRIDAYS 5:00PM–8:00PM

☐

SET-UP: 5:00PM–5:30PM

ROOM USE: 5:30PM–7:30PM

ACTIVITY: 5:30PM–7:30PM

TEAR-DOWN: 7:30PM–8:00PM

##### SATURDAYS 1:00PM–4:00PM

☐

SET-UP: 1:00PM–1:30PM

ROOM USE: 1:30PM–3:30PM

ACTIVITY: 1:30PM–3:30PM

TEAR-DOWN: 3:30PM–4:00PM

\*We offer additional party options and availability upon request—just contact us to learn more.

I (we) understand and agree to adhere to the following stipulations and requirements: 1. The Salvation Army reserves the right to terminate the permitted use at any time upon written notice to the renter with due cause (ie. not in keeping with the mission of The Salvation Army). Reservations up to six months prior to the event date are subject to change upon written notice by The Salvation Army. 2. No alcoholic beverages, tobacco, drugs or weapons will be permitted on the property at any time. Any nonconforming use will be grounds for termination of this agreement.

INITIAL

\$250 security deposit is due upon signing contract. 50% of balance is due within 3 days of receiving your invoice. The remainder is due 14 days prior to event start date.

INITIAL

\$100 rescheduling fee will be assessed if a date change is requested and accommodated. Refunds will not be given for no shows. If you cancel the party 46 or more days prior to the booked date, you will receive your balance, minus a \$150 booking fee. Cancellations made 45-30 days prior to the event day will receive balance minus the security deposit and 50% of the balance, not including the \$250 deposit. Cancellations 29 days or less will not be eligible for any refund or credit. If the event is canceled by The Kroc Center, you will be given a choice of a full credit or full refund. After hours fee is \$250, if you stay past your reserved time, the \$250 security deposit will be retained.

INITIAL

The Kroc center reserves the right to take pictures of the event for use on Kroc center promotional material. This can be waived if expressed in writing to the Kroc center marketing department, attention Center Director.

INITIAL

All decorations must be pre-approved. Confetti, glitter, and hanging items from the ceiling is prohibited. Items hung on the wall must be hung with painters tape.

INITIAL

Any entertainment / outside vendor must be approved in writing by The Kroc Center.

INITIAL

Adequate adult supervision is required for children and teenage groups.

INITIAL

In the unlikely event of a fecal incident in the pool, we are mandated by Solano County Code to shut down for a minimum of one hour. In more serious cases, the pool may be closed for up to 24 hours to ensure proper sanitation and safety.

INITIAL

In the unlikely event of an electrical power outage, the pool will remain closed until power is restored, the area is deemed safe, and pool chemicals have stabilized. Once these conditions are met, the Manager for Aquatics and/or the Lead Lifeguard will authorize the reopening of the pool.

INITIAL

CLIENT NAME (PLEASE PRINT)

CLIENT SIGNATURE

DATE:

APPROVED BY:

DATE:



## GENERAL RULES FOR PUBLIC USE OF KROC CENTER FACILITIES

PLEASE READ AND INITIAL EACH GUIDELINE

### ALCOHOL, DRUGS AND SMOKING

The Kroc Center is a dry facility. Alcohol, drugs, smoking, vaping are strictly prohibited. If alcohol is present or guests are intoxicated, or suspected of being under the influence of alcohol or drugs, they will be asked to leave. The party will be terminated without refund, no exceptions. Smoking is prohibited on the Kroc Center property. \_\_\_\_\_

### RESERVATIONS/APPOINTMENTS

An application for rental of any of the center facilities must be submitted to the rental department no less than 3 weeks before the date of the event. Once submitted, you will be contacted within 10 business days. \_\_\_\_\_

### DOWN PAYMENT/DEPOSIT

A refundable security deposit of \$250 plus the down payment of 50% of the full rental total must be paid within 3 days upon approval of the event to avoid automatic cancellation. The refund will be refunded back to the credit or debit card originally used or by check. **Please allow up to 21 days for the refund to be processed.** The security deposit may be fully refunded if there are no damages to the facility. No cash refunds are given. If the event is canceled by the Kroc Center, you will be given the choice of a full credit or a full refund. For all cash payments. Bills must be \$20 or smaller. \_\_\_\_\_

### CANCELLATION FEE/RESCHEDULING FEE/NO SHOW

\$100 rescheduling fee will be assessed if a date change is requested and accommodated. Refunds will not be given for no shows. If you cancel the party 46 or more days prior to the booked date, you will receive your balance, minus a \$150 booking fee. Cancellations made 45-30 days prior to the event day will receive balance minus the security deposit and 50% of the balance, not including the \$250 deposit. Cancellations 29 days or less will not be eligible for any refund or credit. If the event is canceled by The Kroc Center, you will be given a choice of a full credit or full refund. After hours fee is \$250, if you stay past your reserved time, the \$250 security deposit will be retained. \_\_\_\_\_

### SET-UP

Set up must occur within the first hour immediately prior to the event. If additional time is needed, please discuss the event lead to adjust rental times. Additional charges may apply and changes may not occur less than 7 days prior to the event. The room will not be available the day of the event until the client or the name that is on the application is here to receive the room and do a walk-through with our event attendant. \_\_\_\_\_

### DECORATIONS

Decorations must not cover or obstruct exits. The use of open flame candles is not permitted in the Kroc center. Adhesives, nails, screws, staples, etc. in walls or the floors, woodwork or on windows are prohibited. **No glitter**, only painters tape will be permitted for installing decorations and must be removed. Inability to comply with this rule will result in withholding the security deposit and down payment. Any leftover decorations or food will be disposed at the end of your event. The Kroc Center is not responsible for damages or account of decorations. \_\_\_\_\_

### TECHNICAL REQUIREMENTS

The use of any devices such as firearms. Live explosives, and lasers require prior notice and written approval from the police and fire departments. Open flames are prohibited, the only exception would be standard birthday candles which may only be used for birthday cakes. \_\_\_\_\_

### EQUIPMENT USE

Basic audio is included with each rental, subject to availability, excluding use of the projectors in the banquet hall and the A.V. booth located in the auditorium. In these cases a technician is required and additional fees apply. In regard to computer equipment in the banquet hall, the facility has a windows based HP computer. \_\_\_\_\_

### CLEAN-UP

Each group has a 30 minute grace period to clear the facility, additional charges will apply if time elapses. Please note that it is expected that the room(s) be left in the same condition as in prior to the rental. The Kroc Center will not be responsible for equipment or other items left in the building. Applicants will be subject to forfeiture of the security deposit and down payment and additional charges upon completion the activity for violations of the clean up policy (i.e., excessive spill, or trash on the floors, chairs and tables left dirty or damaged, etc \_\_\_\_\_

### SECURITY

All groups who are renting any of the Kroc Center facilities are responsible for supplying security at their own expense, as deemed necessary by The Salvation Army Kroc Center. \_\_\_\_\_

### INSURANCE/SPECIAL ENDORSEMENT

Special rental applicants are required to have liability insurance in the amount of \$1,000,000 for all events that use the bounce house. The Kroc Center does not provide liability insurance. Contact your insurance agency for pricing. \_\_\_\_\_

### LINEN USAGE

A damaged/stain treatment \$55.00 charge will apply if linens are returned stained or damaged. Damaged linen napkins are \$1/napkin, not included in the rental fee. \_\_\_\_\_

## **FOOD/CATERING**

### **FOOD SOLD OR SERVED TO THE PUBLIC MUST BE PROVIDED BY A LICENSED CATERER**

License is required. For private rentals or events home cooked food and potluck are approved however, all the food must be cooked upon arrival. Any rentals that require food must communicate with the rental department regarding arrangements for your event. (i.e. drop off) \_\_\_\_\_

## **STAFFING FEE**

Staffing fees are not included in the prices listed in the fee schedule. It is mandatory to have an events attendant and facilities attendant on staff during any event at the Kroc Center, no exceptions. An Additional events attendant fee will be added per hour for each additional 80 people at the event. \_\_\_\_\_

## **SUPERVISION OF GUESTS**

All rental groups are responsible for supervising guests (especially children) in the rental area. Damages to furniture, carpets, walls, etc. will result in forfeiture of security deposit and down payment. Damages or disruptions will result in the forfeiture of your security deposit and down payment. Party goers will need to complete a day pass or spectator pass with a valid id to access the rest of the facility. Parties must stay in their designated areas. Children are not allowed to roam the building. Children are required to be with a parent at all times while in the facility if they are 12 and under. \_\_\_\_\_

## **CONDUCT**

Kroc Center employees have the authority to address behaviors and actions that are not acceptable in our facility. Failure to comply with Kroc Center employee request of acceptable conduct will result in forfeiture of security deposit and down payment and immediate termination of event. Charges will apply for missing items that were borrowed. Charges will apply for early arrival. Rentals must end no later than 1 hour before closing time. \_\_\_\_\_

## **LIABILITY WAIVER**

Please read this Waiver carefully as it affects your legal rights in the event of an injury, contraction of communicable disease, infection and/or damages to property. Participants understand that the use of the facilities and/or services may involve risk of bodily injury properly, contraction of a communicable disease and/or contraction of a viral or bacterial infection and agree to assume any such risks. In case of illness or accident at our facility, The Salvation Army Community Center authorized to secure emergency medical treatment at member/participant's expense. It is up to the participants to consult physicians and other professionals to make sure that they can safely participate in activities and events offered by The Salvation Army community Center. Participants also understands and agrees that by registering, they are giving up their rights (or the minor for whom they register to make any claim against The Salvation Army, its agents, employees, and volunteers, including the right to sue them, for bodily injury, property damage, contraction of communicable disease and/or contraction of a viral or bacterial infection of any type and/or any other loss that they might suffer while using the Salvation Army Community Center facilities and/or services, except as limited by law. \_\_\_\_\_

## **PROPERTY USE AGREEMENT**

Permission is hereby Granted to \_\_\_\_\_

Herein called the "Grantee," for the use of **THE SALVATION ARMY KROC CENTER, 586 E Wigeon Way, Suisun City, CA 94585**

for \_\_\_\_\_

and no other purpose, during the period commencing on \_\_\_\_\_ to and including \_\_\_\_\_ provided that The Salvation Army reserves the right to terminate the permitted use at any time upon written notice to the Grantee, in which case any deposits will be promptly refunded. All specific terms of this agreement are documented in Addendum A and incorporated here as though set forth in full.

In consideration of the permission herein granted, the Grantee shall, to the maximum extent permitted by law, defend, indemnify, and hold harmless The Salvation Army, a California corporation, its officers, directors, employees, agents, and volunteers from and against all claims, actions, suits, liabilities, losses, damages, costs, attorney's fees, expert's fees, and/or any other expenses of every nature and character, including without limitation any injury, loss, or damage to property or person, including death, arising from or in connection with the use of the premises by the Grantee, except that the Grantee's obligations hereunder shall not apply to The Salvation Army's sole negligence or willful misconduct.

Without limiting the foregoing, the Grantee further agrees, to the maximum extent permitted by law, to WAIVE AND RELEASE The Salvation Army, a California corporation, its officers, directors, employees, agents, and volunteers from any and all liability, claims, demands, suit, including without limitation any injury, loss, or damage to property or person, including death, arising from or in connection with the use of the premises by the Grantee, it being expressly agreed that such waiver and release includes negligence on the part of The Salvation Army. The Grantee understands that by its signature below the Grantee gives up its right to sue The Salvation Army.

The Grantee shall furnish evidence of general liability insurance with limits of not less than \$1,000,000 as to each occurrence and \$1,000,000 aggregate, without sublimits unless otherwise approved in writing by The Salvation Army, said insurance to be kept in full force and effect at all times during the terms of this agreement and shall, by endorsement, name The Salvation Army, a California corporation, its agents, employees, and volunteers as additional insured. Such additional insured endorsement shall be furnished with the evidence of insurance described here. The Salvation Army reserves the right to request higher policy limits for higher risk activities. The Grantee shall also furnish an amendment to the policy evidencing an agreement by the insurance carrier that the policy shall be primary to and will not seek any contribution from any insurance coverage (primary, umbrella, or excess) maintained by The Salvation Army, and not be canceled or coverage reduced without first giving thirty (30) days written notice thereof to the Risk Management Department of The Salvation Army, 30840 Hawthorne Blvd, Rancho Palos Verdes, CA 90275. The grantee shall also provide an endorsement to the policy indicating the carrier has waived any rights to subrogation against The Salvation Army and the other additional insured's listed above.

### **GRANTEE**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

### **CORPS APPROVAL: THE SALVATION ARMY KROC CENTER, SUISUN CITY, CA**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## TERMS OF RENTAL AGREEMENT

The Salvation Army Ray & Joan Kroc Center is a family friendly facility for all ages and demographics. The Kroc Center requests that all shows and performance materials including, but not limited to, actions, language, lyrics, multi-media and attire be approved prior to contract. In the event that materials were not approved prior to contract signing, we reserve the right to cancel your event. All fees and security deposit associated with the rental may be forfeited due to cancellation.

All materials including, but not limited to, displayed signage, banners, backdrops, and all printed/marketed material must be reviewed prior to distribution.

Renter and all rental participants will take extra effort to treat children and vulnerable adults responsibly.

The Salvation Army Kroc Center reserves the right to cancel the permitted use upon 20 days written notice to the renter.

No food or beverages are allowed in the Venue without prior approval.

Access to all technical areas are restricted to Kroc Center and authorized personnel.

Hypoxic Training is prohibited in The Kroc Center aquatic pools.

Any contractual cancellations and changes must be submitted in writing within ten (10) days prior. Additional fees may apply.

A security deposit may be charged to your rental. The security deposit is completely refundable as long as the renter abides by their contract and extra rental space, days and time, technical requirements, personnel, cleaning, damages or lost/stolen equipment has not taken place during your contracted rental time.

Final billing based on actual usage will be received within ten business days following the event if needed.

Renter will remit payment within thirty (30) days of receiving revised invoice.

I (We) understand and agree to adhere to the following stipulations and requirements:

SIGNATURE

DATE:

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