

# Theatre33 Children's Birthday Party Agreement



Parent's Name(s) \_\_\_\_\_

Child's Name (s) \_\_\_\_\_

Contact (Phone, email) \_\_\_\_\_

Desired theme(s), dates and times for reservation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## Rates and fees:

Birthday Party (2 hr block)	\$450 up to 10 children, \$15/additional child, maximum of 15 children (1 hr interactive program included)
Deposits/Fees	
Security Deposit	\$100
Additional Time	\$12 per 5 min increment, rounded up

Any other comments, arrangements \_\_\_\_\_

\_\_\_\_\_

**PARTIES:** For purposes of this Agreement, Theatre33 will be referred to as "Theatre33" and the parent(s) identified above, will be referred to as "User." Collectively, the User and Theatre33 will be referred to as the "Parties."

**SPACE:** This Agreement covers the space known as Theatre33, which is located at 13243 NE 20th Street, Bellevue, Washington 98005.

**PAYMENT:** A \$100 deposit is required to secure the reservation. In the case of cancellation of the event within 45 days of the event, the deposit will not be refunded. Payment in full is due on the day of the event. If the reservation is made within 45 days of the intended date, the deposit will not be refunded in the event of cancellation.

Payments can be made by either check, money order, PayPal or card. For any form of payment returned, such as checks returned for No Such Funds or Insufficient Funds, the User will be assessed a \$25 fee for each occurrence and may be subject to a late payment fee of \$100 for any deadlines missed as a result of a returned payment. Theatre33 will provide the User with an invoice for each payment due, which shall include the date on which the payment is due.

**RESCHEDULING:** All requests for rescheduling after the execution of this Agreement may be made, in writing, to Theatre33. While Theatre33 will attempt to work with the User to accommodate any rescheduling requests, the User acknowledges and agrees that rescheduling requests may not be granted.

## ***Birthday Party Agreement***



### **USER'S USE OF SPACE/THEATER:**

- (1) The User agrees to use the space in a respectful manner and to cause no damage to the space.
- (2) The User agrees that, unless Theatre33 agrees otherwise, (a) No bicycles are allowed inside the Theater; (b) No animals (with the exception of licensed service animals) are allowed inside the Theater; and (c) Smoking of any kind, including the use of Vape and e-cigarettes, is prohibited.
- (3) Access to Theatre33 will be available to the User during the times and on the dates stated above, unless Theatre33 agrees otherwise. Theatre33 does not allow access to the rental space at any time before the start time or after the end time approved above.
- (4) User agrees to entirely vacate the Theater at the conclusion of the User's rental period. The User will incur additional fees for time in the Space not listed in the contract.
- (5) Only Theatre33's designated staff may operate Theater equipment.

**FIRE SAFETY:** The User shall ensure all pertinent fire regulations are followed and shall keep all fire exits accessible at all times. The User shall not, nor permit others to, bring to or keep in the premises of the Theatre33 anything that will in any way increase the rate of fire hazard at the Space. The User shall not act in any manner which conflicts with ordinances, orders, requirements, rules, or regulations of the Fire Department or Board of Health or any other governmental department, commission, board, officer, or agency having jurisdiction over Theatre33. All equipment, props, scenery, or any other items brought onto the Theater grounds must be fireproofed according to fire safety regulations.

**INDEMNITY & LIABILITY:** By signing this Agreement, consideration for which is acknowledged by the User, the User agrees to indemnify, defend, and hold harmless Theatre33 from any and all claims, costs, losses, awards, judgments, injuries (whether personal injury or property damage), expenses, damages, and liabilities of any kind arising from or caused by the User's use of the Theater as described in this Agreement. The User, moreover, agrees to indemnify and pay any and all attorneys' fees or costs incurred by Theatre33 because of the User's breach of this Agreement or because of Theatre33's enforcement of this Agreement. Theatre33 shall have no liability to the User for any delay or annoyance caused to the User because of any public authority or because of any strike, lockout, or other labor difficulties.

**REPRESENTATIONS:** By signing this Agreement, the Parties represent to each other:

- (1) Theater33 represents it has the legal right to allow the use of the Theater to the User as stated in and in accordance with the terms of this Agreement.
- (2) The User represents that it has obtained all necessary licenses, permission, consents, and clearances and has paid all necessary royalties in connection with its use in Theatre33.
- (3) Theatre33 represents and acknowledges that any and all original works performed at the Space or under the terms of this Agreement shall not be the property of Theatre33 and Theatre33 expressly disclaims any ownership rights to any original works of art performed by the User at the Space.

**GRIEVANCE POLICY:** All invoices must be paid by the due date specified. If there is a portion of the invoice that is disputed by the User, then that portion must nonetheless be paid. After payment, the User may provide Theatre33 with a written explanation of the User's dispute, including the basis for the dispute. After review, Theatre33 shall contact the User to arrange a meeting (in-person or by phone) to review the User's grievance.

**Birthdays Party Agreement**



**MISCELLANEOUS**

- (1) This Agreement shall be governed by, construed with, and enforced in accordance with the laws of the State of Washington applicable to contracts made and to be performed in Washington State regardless of conflicts of law.
- (2) The User shall not assign its rights or delegate its duties under this Agreement without the express written consent of Theatre33.
- (3) This Agreement contains the entire agreement of the Parties, and may not be amended or terminated (except as expressly provided herein) except in a writing signed by each party.
- (4) In the event a dispute over the interpretation, application, or enforceability of this Agreement arises, the Parties shall endeavor, in good faith, to resolve the dispute among them. In the event the Parties reach an impasse, then the Parties must undergo mediation with a third-party mediator selected, mutually, by the Parties. If mediation is not successful, or if the Parties cannot agree upon a mediator, then any and all unresolved disputes arising out of, or related to, this Agreement, including any and all unresolved grievances submitted under this Agreement, shall be submitted to Binding Arbitration before an arbitrator that is selected, mutually, by the Parties. If the Parties cannot agree upon an arbitrator, then the party demanding arbitration may commence an action for the limited purpose of obtaining appointment of an arbitrator by the Presiding Judge of the Superior Court of the state of Washington for King County. The arbitration shall be conducted in accordance with the provisions of the Uniform Arbitration Act, RCW Chapter 7.04A within King County. Any arbitration award may be enforced by judgment entered in the Superior Court of the state of Washington for King County.

**By signing and initialing below, the Parties hereby agree to all terms, conditions, rules and regulations as outlined within this contract.**

**USER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**THEATRE33**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Theatre33