



**DREAM CITY PRIVATE PARTY
AGREEMENT AND REGULATIONS**

Birthday Child’s Name: _____
Host/Customer’s Full Name: _____
Event Date and Time: _____

INITIAL WHERE INDICATED BELOW TO THE LEFT OF EACH CLAUSE.

The following terms and conditions (collectively, the “Agreement”) will apply to the engagement between Dream City (“Dream City”) and the undersigned customer (“Customer”) in connection with the above-referenced private party (“Event”). Please initial your name to confirm your acknowledgement and agreement. The initialed and signed agreement is **due 3 days after the Customer Deposit is received by Dream City.**

_____ **Services.** Dream City will provide the venue, equipment, planning, and/or other party-related services detailed in the Event Reservation Form (the “Services”) in connection with the Event. In the event particular equipment, items, or services included in the Event Reservation Form are unavailable on the Event date, Dream City reserves the right to make changes to or substitute such equipment, items, and/or services. Dream City will make appropriate substitutions where necessary and will confer with Customer on any such changes in as timely a manner as practicable under the circumstances.

_____ **Booking & Payment.** As compensation for the Services, Customer shall pay Dream City the rate(s) and fee(s) set forth in the Event Reservation Form and deliver such payment as follows: (i) a \$500 NON-REFUNDABLE DEPOSIT (the “Deposit”) and (ii) the balance is due no later than 30 mins before the end of the reserved time slot, and (iii) any Additional Fees will also be settled at the completion of the Event or within 7 days of event (*Next Section or Pg 5*). The Deposit, a counter-signed copy of this Agreement, and a completed Event Reservation Form are required to reserve Dream City’s Services for the Event. The Customer will be provided a summary of settlement charges approximately 30 minutes before the scheduled end time of the event.

_____ **Additional Fees.** Additional fees may be assessed on the date of the Event as compensation to Dream City for incurring additional costs in performing the Services, including but not limited to damage or loss to equipment or inventory, time extension, extra staffing, cleaning fees, or other services or amenities added at Customer’s request. Such additional fees are described fully in the Event Reservation and at the party planning meeting. Dream City will assess any applicable additional fees upon conclusion of the event. If any extenuating charges occur Dream City will inform the client within 7 days of the event of the occurrence, the fee, and the date when the fee will be processed.

_____ **Mandatory Gratuity/Service Charge & Tax.** A mandatory minimum 18% gratuity/service charge will be automatically added to the total of Base Fee, Additional Headcount, and any additional fees assessed in connection with the Event. All prices shown do not include applicable tax. Sales tax will be added to the Base fee and any additional fees at a rate of 8.875%, or such other rate as may be established by taxing authorities. Any additional gratuity is appreciated if the Customer receives excellent service during the Event.

_____ **Duration of Event, Number of Attendees.** The Party Package Fee identified on the Event Reservation Form includes exclusive access to and use of the designated play areas (“Playspace”) by Maximum event attendees as referenced in the Event Reservation Form (including the birthday child, all members of the host family attending the party and outside vendors). The fees for each additional person in attendance will be \$20 per person. **Note: Up to 70 guests can be accommodated including all adults, children, infants, the host family, and the birthday child; Up to 24 seats on the kids’ table can be accommodated. (Age Limit Updated: The Playspace is designed for children ages 6 years and under. For safety purposes, no entry for attendees between ages 7 and 17 years old. A written communication is required prior to your event date for an exception to be granted by Dream City.)**

_____ **Time Extension, Extra Hour(s).** Availability is upon request and approval; Customer may purchase additional time (“Time Extension”) at the following rates: (i) At least 14 days in advance of the Event, \$300/30 min or \$500 per additional hour or portion thereof; and (ii) Within 14 days in advance of the Event, \$400 /30 min or \$600 per additional hour, and (iii) the day of the Event and before the party starts, \$600/30 min or \$800 per additional hour.

_____ **Overtime Charge.** Customer shall conclude the Event prior to the scheduled end time. The lower level of Dream City will close 20 minutes prior to the Customer’s event end time. Guests may remain in Dream City’s upper level until the party end time. As guests prepare to leave, guests may remain in the Reception Area for fifteen (15) minutes immediately following the Event’s scheduled end time (the “Grace Period”). If the Event continues beyond the Grace Period, Customer shall pay, and there will be a charge to the client/host for a Time Extension at the maximum rate **(\$800)** as set forth above.

_____ **Outside Décor Policy.** Customer must notify Dream City in at least fourteen (14) days prior to the Event if customer plans to provide outside decorations. “Outside Décor” includes but not limited to, helium balloons,

specialty plates, flatware, napkins, **pre-assembled décor** and/or table centerpieces for **no** additional fee. Outside décor **NOT** included are streamers, silly strings, glitter, confetti, balloon garland/arch and **PINATAS**. These items are considered specialty items and are NOT permitted on the premises. Outside décor items cannot be stored at Dream City following the date of the Event.

***Outside décor provided by the host:** ALL decoration items **MUST** be dropped off by the Wednesday in the week of the scheduled event. All decorative items provided by the host are to be set up by the Dream City team only. A fee of \$60 will be added to your final billing. An additional fee will be applied if your decorative vision exceeds our standard decoration layout (to be discussed and determined during the party planning meeting). If Customer fails to inform or drop-off the pre-determined outside decorations by the Wednesday in the week of the scheduled event, Dream City reserves the right to charge additional fees of \$150.

***Outside décor provided by the vendor** (i.e., balloon artist, event planner/decorator, etc.): Client must notify Dream City at least 14 days prior to the event, via email and provide the contact information of the vendor, certificate of insurance, date and time of his/her arrival. **A mandatory party planning meeting with the vendor must take place at least 7 days before the event to confirm decoration details and restrictions. Two days after the party planning meeting with the vendor, the vendor must submit a list of items for approval by Dream City.** Dream City reserves a right to decline any unapproved outside decoration items. A fee of \$150 outside vendor fee will be added to the final billing.

Outside Food & Beverages Fee. Outside food and/or (non-alcoholic) beverages to the Event is allowed with a fee. Customer must notify Dream City via email in writing at least seven (7) days in advance of the Event regarding the type(s) and quantity of outside food/drinks that will be brought to the Event. **There will be a service fee of \$60 if a customer opts to bring any outside food regardless of the variety (hot & cold), more than 6 pies of pizza, or/and more than 2 cases of non-alcoholic drinks (1 case = 24 ct).** The maximum quantity of any outside food is restricted to 10 pies of pizza, 4 cases of non-alcoholic drinks and 6 trays of food. Customer will be responsible for removing all left-over items brought into the facility. **A fee of \$100 will be charged to the Customer if there is a failure to inform Dream City staff of the accurate amount of food being brought or not taken any leftover food items.**

Outside Entertainment. It is limited to the 3pm party time slot. Customer may arrange for entertainment such as face painters, magicians, musicians, and other similar entertainers. **Note, all entertainment persons count towards the client's final headcount.** Customer must notify Dream City at least 14 days prior to the event. Outside entertainment company must provide a certificate of business liability insurance (**COI**). To ensure safety, electrical equipment provided by the outside vendors WILL NOT BE PERMITTED unless special arrangement is communicated with Dream City. (i.e., bouncy houses and froggy machine). **Outside vendors will not be permitted into the facility if a COI and advance notice has not been provided.**

Head Count/Guest List Modifications. Customer must submit the estimated headcount of ALL planned Event Attendees to Dream City at least 7 days prior to the date of the Event (including any entertainers hired by the client for the event). A **guest list** listing the name of all attendees- infants, children and adults who are expected to be in attendance, is due 48 hours before the event. Head Count modification requests received by Dream City less than 48 hours prior to the date of the Event are subject to availability and Dream City discretion.

Over Capacity Fee. If Customers headcount or Guestlist exceeds Dream City's operating capacity of 35% or 70 persons, extra fees will apply. In addition to \$20 per person over the package capacity limit (Basic=35p, Awesome=45p), we have the following fees: ***With prior written notice; at least 7 days before the event date,** Customer shall pay the **Overcapacity Penalty Fee** (over 70 total attendees): \$150 **and** the **Extra Staff Fees** starting at \$150 (\$50 per every 30 minutes after flat fee of \$150). In the event Customer anticipates an Over Capacity headcount prior to the event date but does not exceed a 70 persons headcount **on** the event date, the Over Capacity Penalty Fee (\$150) will be waived. Customer is still responsible for the Extra Staff Fee (\$150) with no written notice. ***On the day of the event,** Customer shall pay **Overcapacity Penalty Fee (\$300), Extra Staff Fee (\$150), AND Excessive Cleaning Fee (\$150).**

Cancellation/ Rescheduling/ Sick Policy. Deposit is non-refundable. Customer may Cancel/Reschedule the Services for the Event by notifying Dream City in writing at info@dreamcityfohi.com or 108-48 Queens Blvd., Forest Hills, NY 11375.

Notice of cancellation/reschedule is effective on the date it is received by Dream City ("Cancellation Date"). Customer agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances. Dream City reserves the right to cancel or refuse delivery of the Services at its sole discretion for any reason. At the time of cancellation, customer is responsible for all incurred expenses

associated with any add-on items provided by Dream City, including but not limited to Custom Theme decorations, balloon garland/arch, goodie bags, etc. **Any cancellation/reschedule requested by client within 72 hours of the event start time will lead to 100% of deposit forfeited.**

Request by client: If the **Cancellation/Reschedule Request** Date is more than twenty-one (21) days prior to the date of the Event, Customer will forfeit 20% of Deposit and 80% of the remaining deposit will be converted to store credit. The store credit may be applied to the new rescheduled date. The customer will be responsible for payment of any amounts Dream City incurred in preparation for the Event (e.g., payments to third-party vendors). If the **Cancellation/Reschedule Request** Date is between twenty-one (21) and three (3) days prior to the date of the Event, Customer will forfeit 50% of Deposit and 50% of the remaining deposit will be converted to store credit. The customer will be responsible for payment of amounts Dream City incurred in preparation for the Event (e.g., payments to third-party vendors). **This 50/50 rule also applies to you or any host family attendee(s) test positive or were exposed to someone who has COVID-19.**

Request by Dream City: In the event Dream City cancels or refuses to deliver the Services prior to the date of the Event, Customer will receive a full refund.

Inclement Weather Policy, Force Majeure. In the event Dream City is unable, for reasons beyond control, including, without limitation (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, floods, hail, and snow), war, strikes or labor disputes, loss of power, embargoes, government orders, acts of terrorism, national or regional emergencies, or any other similar events (each, a “Force Majeure Event”), to make the premises available to Customer on the date of the Event for the purposes set forth in this Agreement, Customer shall elect to (a) waive such failure and reschedule the Event to a later available date, or (b) terminate the Agreement, in which case Dream City shall be excused from performance under this Agreement, the Agreement shall be terminated, and Customer shall be entitled to a full refund of the Deposit and other amounts paid to Dream City in connection with the Event. Customer acknowledges and agrees that in the event of Force Majeure Event, Dream City shall not be liable for any failure to perform any of its obligations under this Agreement except as set forth in this paragraph.

Personal Property/ Gifts. Dream City is not responsible for loss, theft, or damage of any personal property belonging to Customer and/or Event attendees. Customer is responsible to provide a bin to store presents/gift cards/other gifts received from the guests. All personal items and gifts must be removed by the customer upon departure.

Safety. Children attending the Event must be under the supervision of Customer and/or other responsible adult(s) (Each, a “Supervising Adult”) at all times while on or about Dream City premises. Supervising Adults shall be solely responsible for the safety, well-being, and conduct of children attending the Event, they shall review, obey, and insure all children under their supervision obey all rules and regulations posted at the front of and throughout the premises.

Conduct and Damages. In the event Dream City determines, in its sole and absolute discretion, that any child or adult attending the Event is acting in a destructive and/or abusive manner with respect to the Dream City premises or staff, such individual will be asked to exit the premises, and neither Customer nor such individual (nor any other individual exiting in connection therewith) shall be entitled to a refund of any amounts incurred in connection with the Event. Customer is aware that Dream City has been designed for children 6 years old and younger. **Specific play activities that are prohibited for people over six (6) years include but are not limited to the following: ball pit, swings, rollercoasters, ride-on cars, construction vehicle, slides, bouncy animals, and running in the obstacle course. A minimum of \$100 damage charge will be billed for violation of special play activities restrictions.** Customer agrees that all attendees will discontinue any behavior if requested by Dream City staff.

Policies and Waiver Agreement. Customer shall ensure that each minor child attending the Event, prior to entering the Playspace, identified in and subject to the Dream City Policies and Assumptions of Risk, Waiver, and release agreement (“Waiver”), shall be executed by a supervising adult and delivered to Dream City. Each adult attendee desiring to enter the Playspace shall similarly first enter and deliver to Dream City an executed Waiver. Waiver is also required for infant 6 months and under.

Footwear. All ADULTS AND CHILDREN attending the Event must remove shoes and wear socks while in the Play space. Limited quantities of socks are available for purchase. Shoes are not permitted in the Playspace.

Decorations/ Furniture. All Event-related decorations provided by Dream City, including tablecloths, centerpieces, cupcake stand, tables, chairs, dolls, toys, cardboard stand-up cut outs, table runners, wall or hanging decorations, serving utensils, containers, and any other items provided by Dream City for the Event are the property

of Dream City. Customer is responsible for any removal of or damage to Dream City personal property or the furniture, fixtures, and equipment within Dream City premises, arising out of or in connection with the Event. [For any re-allocation of play elements/structures from our standard layout, there is a set-up fee of \\$150.](#)

Prohibition on Alcohol and Illicit Substances. No beer, wine, spirits, or any kind of alcoholic beverages are allowed on the premises, unless the Dream City Alcohol Waiver is signed and submitted to Dream City prior to the event; a \$80 fee will be applied to the final billing. If you notify us about Alcoholic beverages on the day of your event (Same-Day Notification, waiver must be signed prior to the event), the fee will be \$150. In the event you go over the line of 30% discrepancy for any additional drinks not stated, there will be an automatic fee of \$150 for Same-Day Notification. **The maximum quantity of alcoholic drink is limited to 4 bottles of wine and 2 cases of beers.**

Any kind of Illicit Substances, such as Heroin, Marijuana, and Meth are not allowed to be brought in or used in the facility. Dream City may shut down any party where Customer is found to be in violation of this agreement. A fee of \$500 will be automatically charged, if alcohol or any other illicit (Adult Substance) is brought onto the premises without a written approval.

Entire Agreement, Modification. This Agreement and the Event Reservation Form, which is incorporated herein by reference, constitute the final, complete, and exclusive statement of the agreement of the parties with respect to the subject matter hereof, and supersede all other prior or contemporaneous agreements and understandings, whether written or oral, between the parties, preceding the date hereof. This agreement or the Event Reservation may be modified only by written instrument agreed to by both parties. Any request to modify this Agreement or the Event Reservation Form must be submitted to Dream City via email to party@dreamcityfohi.com, the requested modification shall be effective only upon return email from Dream City expressly agreeing thereto.

Indemnification. Customer hereby agrees to indemnify, hold harmless, and defend (with legal counsel reasonably accepted to Dream City) Dream City, and its officers, directors, affiliates, agents, employees, shareholders, successors, and assigns (“Releasees”) from and against any and all demands, obligations, judgments, suits, losses, damages, liabilities, claims, fees, awards, interest, penalties, costs, and expenses of any kind, including reasonable attorney’s fees (collectively, “Losses”), suffered or incurred by or threatened or alleged against Releasees as a result of, or relating to, the conduct of Customer or Customer’s guests or invitees at the Event, whether or not Releasees are alleged or proven to have been responsible, in whole or in part, for such Losses.

Arbitration, Limitation of Liability. Any dispute or claim arising under or with respect to the Agreement shall be resolved by binding Arbitration in Queens, New York and shall be administered by, and pursuant to the Commercial Arbitration Rules of the American Arbitration Association before a single neutral arbitrator. Only direct damages may be awarded. No indirect, consequential, or punitive damages, lost profits, or attorney’s fees may be awarded. The award shall be final and binding upon the parties. Any award may be confirmed and/or entered as a judgment or order in any court of competent jurisdiction.

Photo Consent/Social Media. During the event, we take photographs of activities involving attendees to share party vibe and updates. Some photographs may capture your attendee’s participation, directly or indirectly. These photos may be published through our website, social media pages, news bulletins, billboards, and ads. With this, we seek your consent in allowing us to publish photos which may involve your attendees to the said platforms.

I hereby allow the production and publication of my child and guests photograph(s). I give a permission to tag photos with my Instagram account@_____ I do not allow

Dream City reserves the right to interrupt and cancel if any party guests do not follow the safety rules. The Client has read and understands the Private Party Event Agreement and agrees to abide by and be bound by such terms and conditions.

Client’s Name: _____ **Client’s Signature:** _____ **Date:** _____

Staff Name: _____ **Dream City Signature:** _____ **Date:** _____

Credit Card Authorization Form

CARD HOLDER INFORMATION

Name:		
Billing Address:		
City:	State:	Zip:
Email Address:	Telephone Number:	

PAYMENT AUTHORIZATION

Card Type: Visa MasterCard Discover Amex

Card Number: _____ Expiration Date: _____

Card Identification Number (CVV2 Code): _____

I, _____ authorize Dream City to process a charge against my credit card account to complete the final billing and any extenuating circumstances including but not limited to, any broken toys, equipment, or fixtures, and any purchases made after the billing has been completed. These charges are left up to the discretion of Dream City. If Dream City is going to charge the client, they must inform the client of the circumstance, payment amount, and the date the fee will be charged to the card within 7 days of the event incurred.

Print Name as it appears on Credit Card: _____

Signature: _____ Date: _____

Note: Completing this document does NOT imply that your final balance must be paid by credit card, you may make a payment using our other options.

- Please check this box, if you want us to use this card as final payment on the day of your event.