



Birthday Party Contract



The following terms and conditions (collectively, the "Agreement") will apply to the engagement between BVA Play Corp. d/b/a Twinkle Playspace ("Twinkle") and the undersigned customer ("Customer") in connection with the above-referenced private party ("Event").

Services. Twinkle will provide the venue, equipment, party favors or items, and/or other party-related services detailed on the website (the "Services") in connection with the Event. In the event particular equipment, items, or services included in the website are unavailable on the Event date, Twinkle reserves the right to make changes to or substitute such equipment, items, and/or services. Twinkle 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 Twinkle the rate(s) and fee(s) set forth on the website ("Base Fee") and deliver such payment as follows: (i) a \$400 NON-REFUNDABLE DEPOSIT (the "Deposit") is due upon signing, and (ii) the balance is due three (3) days prior to the Event. If a government shutdown occurs and Twinkle is not allowed to operate as directed by the government, Customer can reschedule their party, but the security deposit is non-refundable. Customer must provide a valid credit card to be kept on file which will be used to process the balance of the party unless Customer requests a different form of payment before the balance is processed. The Deposit and a counter-signed copy of this Agreement are required to reserve Twinkle's Services for the Event. Additionally, the valid credit card on file will be used for any additional fees or cancellations that may occur. Custom parties, custom time slots and entertainers may require an additional Deposit amount.

Additional Fees. Additional fees may be assessed on the date of the Event as compensation to Twinkle for incurring additional costs in performing the Services, including but not limited to damage or loss to equipment or inventory, staffing provided at an overtime rate, or other services or amenities added at Customer's request. Such additional fees are described more fully on the website and as set forth below. Twinkle will assess any applicable additional fees upon conclusion of the Event, which amounts are immediately due and payable.

Mandatory Gratuity/Service Charge and Tax. A mandatory 10% gratuity/service charge will be automatically added to the Base Fee and any additional fees assessed in connection with the Event. All prices shown do not include applicable tax. Sales and use 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.

Duration of Event, Number of Guests. The Base Fee for each Party Package includes exclusive access to and use of the designated play areas ("Playspace") by Event attendees and customer for a maximum of two (2) hours (or three (3) if paying for the additional hour), during the designated time inclusive of time for eating, celebrating, play and any set up of any and all outside décor and dessert table. The Event may include a maximum of twenty-eight (28) children (including the birthday child) and thirty (30) adults as Event attendees. Custom themed Events and space rentals may include separate and/or additional fees with respect to additional attendees. UNDER NO CIRCUMSTANCES WILL MORE THAN TWENTY-EIGHT (28) CHILDREN AND FORTY (40) ADULTS BE PERMITTED TO ATTEND THE EVENT AT ANY GIVEN TIME.

Time Limitations, Extra Hour(s). As set forth above, the Base Fee for each party Package includes an Event duration not to exceed two (2) hours. Customer will only be allowed to add extra time on the last time slot (5 - 7 PM).

Overtime Charge. Customer shall conclude the Event within the twenty (20) 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 an automatic charge on Customer's credit card, for Additional Time at the maximum rate of \$350 per hour. For example, if Customer stays for 30 minutes beyond their scheduled end time, they will be charged for the full hour.

Outside Décor Policy/Custom Themes. Customer may bring to the Event extra balloons, specialty plates, flatware, napkins, pre-assembled décor and/or table centerpieces ("Outside Décor") for no additional fee. At this time, Customers may not bring in any type of dessert table. Notwithstanding the foregoing, NO PIÑATAS will be permitted on premises, nor will Twinkle permit wall or ceiling decorations, streamers, silly string, or confetti. In the event Customer desires to use Outside Décor in connection with the Event, Customer must notify Twinkle at two (2) weeks prior to the Event, and such items may not be stored on or about Twinkle premises prior to or following the date of the Event. Twinkle does not provide a refrigerator for client's use. The designated event time for the party on this agreement is inclusive of the set-up of any and all outside décor, playing, eating, and celebrating.

Outside Cake/Cake Cutting Fee. Customer may bring to the Event outside cake (or similar baked goods) for an additional fee of \$20, which such fee includes additional plates, forks, and napkins. Twinkle will

agree to waive such fee in the event Customer also brings Customer's own plates, forks, and napkins, in which case Twinkle will cut and serve the cake (or similar baked goods). Twinkle does not provide a refrigerator for client's use. Any cake brought in must not require refrigeration or freezing. Outside cakes will not be stored or received prior to Customer's scheduled party start time.

Outside Food Fee. At this time, Customers may not bring to the Event outside food and/or (non-alcoholic) beverages.

Head Count, Modifications. Customer must submit to Twinkle at least two (2) weeks prior to the date of the Event a head count of all planned Event attendees, including identification of the number of boys, girls, and adults who are expected to be in attendance and the number of such individuals who are expected to receive a personal pizza, gift bag, vanilla cupcake, and/or balloon or other party favors (the "Head Count"). For purposes hereof, children under one (1) year of age may attend but will not be included in the Head Count. Customer may modify the Head Count without penalty or charge until the date that is six (6) days prior to the date of the Event. Head Count modification requests received by Twinkle less than six (6) days prior to the date of the Event are subject to availability and Twinkle discretion. In the event an individual included in the Head Count fails to attend the Event, Customer shall not be entitled to a refund with respect to such individual but may keep all Event items (such as gift bag or balloon) allocable to such individual. Infant and extra gift bags are available for purchase for an additional fee. The above Head Count deadlines may be modified by Twinkle in the event Customer desires a custom event for which Twinkle may need to purchase in advance requested equipment and/or Event-related items.

Cancellation/Rescheduling/Sick Policy. Customer may cancel the Services for the Event by notifying Twinkle in writing at info@twinkleplayspace.com or 144 Frost Street, Brooklyn, NY, 11211. Notice of cancellation is effective on the date it is received by Company ("Cancellation Date"). If the Cancellation Date is at least thirty (30) days prior to the date of the Event, Client will forfeit the Deposit and Twinkle will refund any other payments Customer has paid as of the Cancellation Date. If the Cancellation Date is equal to or less than thirty (30) but more than fourteen (14) days prior to the date of the Event, Twinkle will impose a cancellation charge equal to fifty percent (50 %) of the Base Fee ("Cancellation Fee") defined as the Customer's chosen party package on the website. If the Cancellation Date is equal to or less than fourteen (14) but more than two (2) days prior to the date of the Event, Twinkle will impose a cancellation charge equal to one hundred percent (100%) of the Cancellation Fee. If the Cancellation Date is equal to or less than three (3) days prior to the date of the Event, Twinkle will impose a cancellation charge equal to one hundred percent (100%) of the Cancellation Fee plus \$125 plus any amounts Twinkle incurred in preparation for the Event (e.g., payments to third-party vendors). Customer agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances. Twinkle reserves the right to cancel or refuse delivery of the Services at its sole discretion for any reason. In the event Twinkle cancels or refuses to deliver the

Services prior to the date of the Event, Customer will receive a full refund less any amounts Twinkle has advanced on Customer's behalf. Subject to availability and Twinkle's discretion, if the Cancellation Date is at least thirty (30) days prior to the date of the Event, Customer may request to reschedule a cancelled Event for a fee of \$50. If the Cancellation Date is equal to or less than thirty (30) days prior to the date of the Event, Customer may request to reschedule a cancelled Event for a fee of \$150. Customer's credit card will automatically be charged without advanced notice on the day of the cancellation.

COVID-19 and Pandemic/Government Shutdown Policy. If, for any reason, there is a government shutdown including, but not limited to a pandemic or disease outbreak, and Twinkle is unable, for reasons beyond its control 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 with a maximum of one (1) time to reschedule the date, or (b) terminate the Agreement, in which case Twinkle shall be excused from performance under this Agreement, the Agreement shall be terminated, and Customer shall be entitled to a full refund of any amounts paid to Twinkle in connection with the Event **except for the non-refundable deposit.**

Inclement Weather Policy, Force Majeure. If inclement weather or other Force Majeure Event (as defined below) threatens to impact Twinkle's ability to host the Event or otherwise perform under this Agreement, Twinkle will notify Customer no later than twenty-four (24) hours prior to the commencement of the Event. In the event Twinkle is unable, for reasons beyond its control, including, without limitation, an act of God (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, pandemic and government shutdowns, 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 with a maximum of one (1) time to reschedule the date, or (b) terminate the Agreement, in which case Twinkle shall be excused from performance under this Agreement, the Agreement shall be terminated, and Customer shall be entitled to a full refund of any amounts paid to Twinkle in connection with the Event **except for the non-refundable deposit.** Customer acknowledges and agrees that in the event of Force Majeure Event, Twinkle 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. Twinkle is not responsible for loss, theft, or damage of any personal property, including personal property belonging to Customer and/or Event attendees. At Customer's option, Twinkle will, as a courtesy to and not as agent or bailee of Customer or Event attendees, provide Customer with a rolling bin to hold presents and/or gifts until the conclusion of the Event.

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 Twinkle premises. Supervising Adults shall be solely responsible for the safety, wellbeing, and conduct of children attending the Event and shall review and obey, and insure all children under their supervision obey, all rules and regulations posted at the front of and throughout the premises. While Twinkle cleans and sanitizes its toys, property, and bathrooms on a daily basis, Customer and all Event attendees shall dispose of waste materials (such as diapers, paper towels, and trash) in appropriate receptacles provided by Twinkle.

Conduct. In the event Twinkle 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 Twinkle 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.

Policies and Waiver Agreement. Customer shall ensure that each minor child attending the Event is, prior to entering the Playspace, identified in and subject to the Twinkle Policies and Assumption of Risk, Waiver, and Release agreement ("Waiver"), which such Waiver shall be executed by a Supervising Adult and delivered to Twinkle. Each adult attendee desiring to enter the Playspace shall similarly first enter and deliver to Twinkle an executed Waiver. Additionally, Customer agrees to adhere to all safety guidelines including having all attendees (adults and children) undergo a temperature check upon entry and fill out a health questionnaire before or upon arrival.

Footwear. All ADULTS AND CHILDREN attending the Event must wear socks while in the Playspace. Limited quantities of socks are available for purchase.

Booking 2 Time Slots. If you choose to book 2 time slots (if available and approved by Management), you must pay for at least 2 Basic packages including gratuity for each package. For example, if you want a Super Star themed package, you will be charged for a Super Star package and a basic package and will have to pay a 10% gratuity on the Super Star package and a 10% gratuity on the basic package as well. You are limited to choose one theme, if you choose a Super Star package. You are still limited to 10 children and 10 adults. A deposit of \$800 is required with this type of booking.

Decorations/Furniture. All Event-related decorations provided by Twinkle, including tablecloths, centerpieces, cupcake stand, tables, chairs, dolls, toys, cardboard stand up cut outs, table runners, hanging decorations, wall decorations, drapery, or other similar items, are the personal property of Twinkle. Client shall be responsible for any removal of or damage to Twinkle personal property or the furniture, fixtures, and equipment within Twinkle premises, arising out of or in connection with the Event. Notwithstanding the foregoing, Customer and/or attendees may remove and keep any party favors that are designated as included in the Event package.

Favors and Goody Bags/Theme Colors. Favors for the Super Star themed package and Melissa & Doug favors for included goody bags are subject to change based on availability. In the event particular items are unavailable on the Event date, Twinkle reserves the right to make changes to or substitute such items. Twinkle 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.

Invitations. Customer shall be solely responsible for creating and delivering Event invitations and timely providing Twinkle with the Head Count (as set forth above). Twinkle suggests that each invitation include, among other things, a reminder that all adults and children must wear socks in the Playspace and a link to their waiver from their party booking confirmation email.

Prohibition on Alcohol and Drugs. Twinkle is committed to providing a safe and healthy environment. Consistent with this commitment, Twinkle maintains a drug and alcohol-free place of business. Consuming and/or being under the influence of alcohol or illegal drugs (as classified under federal, state, or local laws), or the illegal use of prescription drugs, poses serious health and safety risks to others, which is not tolerated. Twinkle expressly prohibits the possession, transfer, service, use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances while on or about Twinkle premises.

Entire Agreement, Modification. This Agreement, 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 any and all other prior or contemporaneous agreements and understandings, whether written or oral, between the parties, preceding the date hereof. This Agreement may be modified only by written instrument agreed to by both parties. Any request to modify this Agreement must be submitted to Twinkle via email to info@twinkleplayspace.com, which requested modification shall be effective only upon return email from Twinkle expressly agreeing thereto.

Indemnification. Customer hereby agrees to indemnify, hold harmless, and defend (with legal counsel reasonably acceptable to Twinkle Play Corp.) Twinkle Play Corp., 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 attorneys' 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 Brooklyn, 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 attorneys' 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.

Covid-19 and Communicable Diseases. Customer hereby agrees that their intent is to be a participant or attendee at Twinkle Playspace sanctioned activities. While participating during activities including any pre-party or post-party activities at 144 Frost Street, Brooklyn, NY location including all common areas in the building that Customer is agreeable to the following:

Customer acknowledges that they are aware that there are risks to them and their child(ren) of exposure to directly or indirectly arising out of, contributed to, by, or resulting from:

- An outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof.

In consideration of having the opportunity to participate as either a Customer or attending adult, and in acknowledging that Customer is aware of and willing to assume the risks associated with this activity, Customer hereby voluntarily agrees to waive, hold harmless and indemnify Twinkle Play Corp. and its trustees, agents, volunteers and employees from any and all claims, demands, damages and causes of action of any nature whatsoever arising out of ordinary negligence which Customer, their heirs, their assigns or successors may have against them for, on account of, or by reason of Customer's participation in the above activities. Customer indicates their agreement to hold harmless electives noted above.

These policies shall be governed by and construed in accordance with the laws of the State of New York. The undersigned has read and understands the aforementioned Private Party Rental Agreement and Regulations and agrees to abide by and be bound by such terms and conditions.