



Adventure Pass & Birthday Party Contract

Thank you for your interest in hosting an Adventure Pass/Birthday Party at The Children's Museum of Wilmington, we're excited to have you!

Upon completion of your reservation, you agree to the following terms and conditions.

TERMS & RESPONSIBILITIES

The Children's Museum of Wilmington (the "Museum") hereby agrees to make available to the party host (the "host") the Bonus Room at on the Museum's premises, during the time and date(s) indicated and for the purpose(s) indicated, upon acceptance of payment and signed contract and signature by an authorized Museum representative.

The parent or guardian throwing the party (the "host"), signing above, hereby agrees to all of the conditions and terms outlined in this agreement. The host agrees to be responsible and pay the Museum for all damages to the exhibits and facility by the host's employees, contractors, guests and/or invitees incurred while the host, his/her employees, contractors, guests and/or invitees are utilizing the Museum space(s).

The Museum reserves the right to terminate or cancel use of its space(s) by the user if: (a) the space(s) is/are used for any purpose(s) other than the purpose(s) stated in this agreement, (b) if any such misuse is intended by the host, (c) the use of the space(s) by the user damages an exhibit in the Museum, damages any of the Museum facilities and/or injures any of the Museum employees, (d) if the Museum in its sole judgment determines that the use or intended use of the Museum space(s) by the host will pose an unacceptable risk of damage to any exhibit in the Museum or to any of the Museum facilities or an unacceptable risk of injury to any Museum employee, (e) the Museum determines any other breach of contract to have occurred.

If the Museum cancels a function under the above provisions before the function commences, the host's deposits will be refunded and the Museum will have no further liability or obligation to the host. If the Museum terminates a function under the above provisions after the function has commenced, the host will remain liable for the charges set forth on the fee schedule. The Museum will have no further liability or obligation to the host.

BOOKING, CANCELLATIONS & CHANGES

All parties must be booked no fewer than 14 days in advance of the desired date and should pay a deposit equal to \$200 at the time of booking. Memberships must also be active on the

intended date in order to receive a discounted rate for your day. Exceptions to these requirements must be approved by Museum staff.

Refunds on initial contract payment may be issued if host cancels depending on timeframe:

- Four or more weeks prior to scheduled event date: Full refund
- Two-three weeks prior to scheduled event date: 50% refund
- Less than two weeks prior to scheduled event date: NO REFUND

Should the host cause termination of the event due to violation of the Terms & Responsibilities listed above, the host is not entitled to any payment reimbursement of any kind.

If the host requests a date change in writing more than 2 weeks prior to the scheduled event date and it is at least 2 weeks before new requested date, the host's deposits will be transferred to the new reservation date upon verification that the date is available.

CANCELLATIONS & CHANGES

Full refund on initial contract payment may be issued if the host cancels more than 4 weeks prior to the scheduled event date. Canceling 2-3 weeks prior to the event date will result in a 50% refund. Should the host cause termination of the event due to violation of the *Terms & Responsibilities* listed above or within 2 weeks of the event, the host is not entitled to any payment reimbursement of any kind. If a host chooses to cancel the event within a week of the scheduled event day they are not entitled to any payment reimbursement of any kind.

If the host requests a date change in writing more than 2 weeks prior to the scheduled event date and it is at least 2 weeks before the new requested date the host's deposits will be transferred to the new reservation date upon verification that the date is available.

GUEST POLICY

The provided party space has a maximum guest capacity, adults and children, of 35 guests, with the maximum capacity for children being 20 for any given party. This number includes all family members, guardians, and children. The party must maintain at least a 1:5 adult to child ratio at all times.

**For specially booked Adventure Pass Birthdays: The limit of guests (adults and children) is 50 total. One Chaperone, 18 years or older, is required per five kids.*

PARTY TIME GUIDELINES

Birthday parties will not be extended past the scheduled time to compensate for tardiness. Rentals for the Birthday Space are for 90 minutes total, plus the designated set up and clear out time. Host must arrive no more than 30 minutes before the party to set up, and be cleared out of the Bonus Room no more than 15 minutes after the party time slot has ended. **Violations of party time guidelines will result in a fee of \$50 per 30 minutes outside of the allotted window.**

**For specially booked Adventure Pass Birthdays: Rentals of the Museum and Birthday Space are for 2 hours.*

CATERING & ADDITIONAL VENDORS

While The Children's Museum of Wilmington does not offer catering services of any kind, hosts are permitted to bring in their own food and drinks. Food and drinks must be consumed in the birthday party room or in the outdoor courtyard. For safety and sanitation reasons, there is no food permitted in other areas of the Museum. No open-flames are permitted within the Museum, except for birthday candles.

The desire to bring in external vendors should be expressed in writing to the Museum no less than 21 days prior to the event date for consideration. Please note that an external vendor includes, but is not limited to, food and entertainment. Failure to do so may result in cancellation and/or refusal to host catering and/or entertainment.

RESPONSIBILITIES OF BIRTHDAY ATTENDANTS

Birthday Attendants are responsible for setting up and breaking down all birthday materials provided by the Museum, as well as leading the craft provided by the Museum as chosen by the Host(s). Any additional decorations, materials, etc. brought in by the Host(s) are expected to be set up and taken down by the Host(s). **Failure to do so will result in a \$50 cleaning fee.**

ALCOHOL

No alcohol of any kind may be brought onto or consumed on the premises of The Children's Museum of Wilmington. Violation of this policy will result in the host and guests being asked to leave immediately and no refunds will be issued.

SAFETY

As per the CDC guidelines, masks are now optional for all visitors. This is subject to change.

It is the host's responsibility to supervise guests and ensure the safety of guests during the function. Please obtain the fire exit and other safety information from Museum staff prior to your event and share that information with your guests. While exploring the Museum, all children must be accompanied by adults. Additionally, all adults must be accompanied by a child.

ADDITIONAL REQUIREMENTS

Not permitted on our premises at any time are the following: live animals, glitter, silly string and piñatas.

CONTRACT AGREEMENT

I hereby agree to all prices and charges outlined above and understand that changes can only be made when agreed upon by both parties. By undersigning, the host acknowledges receipt and reading of the Birthday Party Agreement Terms and Conditions as part of this contract provided by The Children's Museum of Wilmington.