



Party Contract

Party Contract ("Contract") is entered into between CocoonCare, LLC, an Illinois limited liability company ("CC") and Party Host as identified below on this date of

_____ ("Effective Date"), for the purpose of setting forth the terms and conditions by which CC shall serve as licensor of certain rooms of CC's facility located at 409 W. Huron St., Chicago, Illinois 60654 (the "Facility").

PARTY INFORMATION

Date of Party: _____ Time of Party: _____ (includes set up and clean up)

Guest of Honor's Name: _____ Age: _____

Number of Guests Attending: _____

Party Guests Ages Are Between: _____ years old and _____ years old

CC will provide: _____

Party Host will bring: all items for the party other than those listed above as CC's responsibility.

PARTY HOST INFORMATION

Parent Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Phone Number: _____

TERMS AND CONDITIONS

Compensation for Services: Party Host agrees to pay an initial non-refundable deposit of _____, receipt of which is hereby acknowledged upon execution of the Agreement. The balance of the compensation in the amount of _____ shall be paid prior to the start of the event.

Party Host Obligations: Party Host shall: (i) use non-toxic materials for decorations; (ii) not tape or post anything on the walls of the Studio that could cause wall paint to be chipped; and (iii) clean up all party debris with care and without damaging the Facility.

Date Changes: Should, for any reason, the date of the party change, best efforts will be made to accommodate the new date. The Party Host agrees that in the event of a date change by the Party Host, any expenses including but not limited to a \$30.00 administrative fee and deposits are non-refundable and non-transferable are the sole responsibility of the Party Host.

Cancellations: In the event of a party cancellation caused by Party Host, for any reason, the Party Host agrees that the deposit is non-refundable and non-transferable and becomes the cancellation fee and property of CC.

Indemnification: Party Host shall assume liability for and shall indemnify, defend, and hold harmless CC and all their shareholders, partners, directors, managers, employees, agents and invitees) against and from any and all liabilities, obligations, losses, penalties, actions, suits, claims, damages, expenses, disbursements (including legal fees and expenses), or costs of any kind and nature whatsoever in any way relating to or arising out of; (i) any act or omission of Party Host, and Party Host's guests or invitees(ii) any occurrence which takes place in or about the Facility or, (iii) any damages to the Facility or any personal property located at the Facility. To the extent permitted by applicable law, Party Host's duty to indemnify CC under this paragraph will apply regardless of and will extend to cover losses caused by either CC or CC's concurrent, comparative, or contributory negligence.

Limitation of Licensor Liability: There shall be absolutely no personal liability on persons, firms, or entities that constitute CC or any agent, employee, officer, partner, shareholder of CC with respect to any of the terms, conditions and provisions of this Contract, or of any other events, acts, omissions, or occurrences arising from or related to this Contract. Such exculpation of personal liability is absolute and without any exception whatsoever.

Entire Agreement: This Agreement contains the entire agreement of the parties except as noted with the contracts with separate vendors and there are no other promises or conditions in any other agreement whether oral or written between the parties. This Agreement supersedes any prior written or oral agreements between the parties.

Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would

become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Governing Law: This Agreement and any disputes hereunder shall be governed by the laws of the State of Illinois, without regard to conflict of law principles, and any disputes herefrom shall be adjudged in the courts of Chicago, Illinois, Cook County.

ACKNOWLEDGEMENTS

I shall notify CC if there are any changes to my party as outlined in my party contract (i.e. number of children expected, party time, hours requested, location, etc.).

I understand that my deposit of _____ is non-refundable.

I understand that my balance is due upon the party start time.

I will be totally responsible for conduct of the children in our party and for the damages to the personal property, attachments, fixtures and the equipment, which is not a result of the planned activity of CC.

The foregoing correctly sets forth the understanding and consent between Party Host and CC, as indicated by the Party Host's signature below.

Party Host (Parent) Authorized Signature

Date