



Shelly Denning
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PRIVATE PARTY AGREEMENT

Agreement made this 15th day of May 2024, between Shelly's Artspace and John Doe (hereinafter called "the Host"), collectively referred to as "the Parties."

1. SUBJECT

Private Party Agreement for Arts and Crafts Party to be conducted at 111 Main St., Anytown, TX 76000.

2. PARTY DETAILS

a. Date(s) and Time(s)

Date(s) and time(s) of party are to-be-determined and must be agreed to by all Parties.

Date: June 1, 2024

Time: 4pm-6pm

b. Party Location

Party to be conducted at 111 Main St., Anytown, TX.

c. Party Description

A. Event: John's 30th Birthday

B. Craft: The Host has selected a Dot Mandala Party. Guests will use paint and dotting tools to design a dot mandala on an 8" round wooden board. All supplies and materials will be supplied by Shelly's Artspace.

C. Expected number of guests: 15

d. Party Admission Fee

\$35 per person

A minimum of 8 guests is required to book a private party. The Host may still conduct an event with fewer than 8 guests, but will assess a fee for 8 participants.

If guests will be paying individually, the fee is payable at ShellysArtspace.com/yourpartypage.

If the Host will be covering the admission fee, an invoice will be provided. A 50% deposit is required at the time of booking to reserve the date. The remainder is due two weeks before the event takes place. An invoice including payment options will be provided.

Discounts may be provided for parties with over 20 guests. If a craft party is booked within 30 days of attending one of our events, the Host will receive 10% off the price of the private party.

If the event takes place more than 40 miles from Denton, TX, an additional travel/lodging fee may be assessed.

e. Additional Options

All supplies and materials are included in the Party Admission Fee (section d). Additional options include:.

- A. **Special guest.** If the party has a special guest of honor (birthday, honoree, etc.), the Host may elect to provide the guest with a gift from Shelly's Artspace. Contact Shelly@ShellysArtspace.com to discuss options and pricing.
- B. **Host-provided take-home craft kits.** Kits are available for the Dot Mandala Party. If the Host would like to provide these for their guests, they may purchase at <https://www.shellysartspace.com/product-page/dot-mandala-craft-kits>. Use code 20OFFPARTY to receive 20% off the order. Kits must be provided for all guests to receive the discount.
- C. **Guest-purchased kits and supplies.** Additional kits and supplies may be offered to party guests at the time of the event. Guests will receive 10% off kit purchases. No additional discounts will be applied to individual supplies.
- D. **Door prizes.** The host may elect to provide door prize(s) to their guests. Contact Shelly@ShellysArtspace.com to discuss options and pricing.

3. RESPONSIBILITIES OF SHELLY'S ARTSPACE

- a. Shelly's Artspace shall provide all necessary art supplies and materials required for the party.
- b. The Craft Teacher shall be responsible for the setup and cleanup of the party.
- c. The Craft Teacher shall begin the craft party instruction no later than 15 minutes after the scheduled start time. Guests arriving later than this time shall be accommodated as much as possible.
- d. If desired, Shelly's Artspace shall promote the party through her marketing channels, including but not limited to social media, website and signage placed in local establishments.
- e. Shelly's Artspace shall receive the admission fee for each participant and be responsible for processing payments received.
- f. Shelly's Artspace shall provide the Host with photos and information pertaining to the party for promotional use.
- g. Shelly's Artspace shall provide photos taken during the event within 48 hours of the conclusion of the party.
- h. Shelly's Artspace shall provide a survey link to all guests following the conclusion of the event.

4. RESPONSIBILITIES OF THE HOST

- a. The Host shall provide the agreed-upon party location and equipment suitable for conducting the party. Equipment may include tables, chairs, proper lighting and audio/video equipment. If the Host does not have the requested equipment, the Craft Teacher may be able to provide these at an additional fee.
- b. The Host shall provide guests with the time, date and location of the event.
- c. The Host shall provide adequate parking and space for the Craft Teacher to load supplies in and out of the party. The Craft Teacher may relocate their vehicle after load-in is complete.
- d. The Host shall promote the party through their marketing channels, including but not limited to direct e-mail, social media, website and in-house signage.

e. The Host shall make the party space available to the Craft Teacher a minimum of one (1) hour prior to and after the party for setup and clean up. The Craft Teacher shall notify the Host if more time is required for these activities.

5. SAFETY AND LIABILITY

a. Shelly's Artspace shall maintain comprehensive general liability insurance coverage throughout the duration of the party.

b. The Craft Teacher shall provide proof of insurance to the Host upon request.

c. Shelly's Artspace may require participants to sign a liability waiver or release form, disclaiming any claims against Shelly's Artspace or the Host for injuries or damages that may occur during the party, except in cases of negligence, actions or omissions on behalf of Shelly's Artspace or the Host. The Host shall cooperate in ensuring that participants are made aware of the requirement to sign any such waivers.

d. Shelly's Artspace agrees to indemnify and hold harmless the Host from any claims, damages, losses or liabilities arising out of or related to the Craft Teacher's negligence, actions or omissions. Shelly's Artspace shall bear the financial responsibility for any legal costs, settlements or judgments arising from such claims, damages, losses or liabilities.

e. The Host agrees to indemnify and hold harmless Shelly's Artspace, their employees and participants from any claims, damages, losses or liabilities arising out of or related to the Host's' negligence, actions or omissions. The Host shall bear the financial responsibility for any legal costs, settlements or judgments resulting from such claims, damages, losses or liabilities.

f. The Host agrees to indemnify and hold harmless Shelly's Artspace and their employees from any claims, damages, losses or liabilities caused to the venue or its property by party participants.

g. Shelly's Artspace agrees to indemnify and hold harmless the Host from any claims, damages, losses or liabilities caused to the Craft Teacher or their property by party participants, except in cases of negligence.

h. The Craft Teacher and the Host shall comply with all applicable federal, state, and local laws, regulations and health and safety standards while conducting the party.

i. The Craft Teacher shall ensure that participants are aware of any inherent risks associated with the arts and crafts activities and provide appropriate instructions and warnings to minimize the likelihood of accidents or injuries.

j. The Craft Teacher and the Host acknowledge that they have a duty to maintain a safe environment for participants during the duration of the party.

k. The Host agrees to exercise reasonable care in ensuring the premises are free from hazards that could cause harm to participants.

l. The Host shall obtain and maintain any necessary permits or licenses required for the venue and party and shall be responsible for any associated costs or fees.

6. COMPLIANCE WITH ALCOHOL LAWS (if applicable)

- a. Shelly's Artspace and the Host acknowledge that the venue is owned and operated by the **Venue Owners**, where alcoholic beverages may be served and consumed.
- b. The Host agrees to comply with all applicable federal, state, and local laws, regulations and licensing requirements regarding the sale and consumption of alcoholic beverages.
- c. The Craft Teacher shall clearly communicate to participants that any consumption of alcoholic beverages during the party is voluntary and at their own discretion.
- d. The Craft Teacher shall make it clear that participants are solely responsible for their actions and behavior related to the consumption of alcohol and should drink responsibly.
- e. The Host shall take reasonable steps to ensure the responsible service of alcohol, including compliance with applicable laws regarding age verification, over-service and the prevention of underage drinking.
- f. The Host and Craft Teacher shall not encourage excessive alcohol consumption or permit the participation of intoxicated individuals in the party.
- g. Shelly's Artspace and the Host acknowledge that participants may be required to sign an additional liability waiver or release form specific to alcohol-related risks and disclaiming any claims against the Host for injuries, damages or incidents resulting from the consumption of alcohol during the party.

8. CANCELLATIONS

- a. In the event that the Host should cancel a scheduled party, they shall provide written notice to Shelly's Artspace as soon as reasonably possible.
- b. If canceled a minimum of four weeks prior to the scheduled party, the Host will receive a full refund of fees paid minus a \$50 processing fee. If cancellation is received between two and four weeks prior to the event, the Host will receive a 50% refund of fees paid minus a \$50 processing fee. If canceled within two weeks of the party, all payments will be forfeited. *No fees will be assessed if the Host reschedules the event within 90 days of the original schedule date.*
- c. If guests are paying individually and cancel at least two weeks prior to the event date, they shall receive a full refund of the ticket price. If cancellation is received less than two weeks prior to the event date, any payments received will be forfeited. The 8-guest minimum will still apply and the Host may be responsible for paying fees to meet this minimum.
Guests who cancel may have the option of transferring their ticket fee to a future event.
- d. If the Host cancels a party without reasonable cause or justification, they shall be responsible for reimbursing Shelly's Artspace for any party fees that have already been paid (and must be reimbursed to participants).
- e. In the event that Shelly's Artspace cancels a scheduled party, they shall provide written notice to the Host as soon as reasonably possible.
- f. If Shelly's Artspace cancels a party without reasonable cause or justification, they shall be responsible for reimbursing the Host any fees already paid.
- g. Either party shall be excused from their obligations under this agreement, including cancellation penalties, if the cancellation is due to circumstances beyond their reasonable control, such as documented medical emergencies, acts of nature, acts of government or other unforeseeable events.

h. At the discretion of both parties, other agreements may also excuse either party from cancellation penalties.

9. TERM AND TERMINATION

a. This Agreement shall be effective as of the date first written above and shall continue in perpetuity, unless terminated earlier by either party.

b. Either party may terminate this Agreement with a written notice of thirty (30) days in advance.

10. CONFIDENTIALITY

a. Both parties agree to keep all confidential information obtained during the course of this Agreement confidential and shall not disclose it to any third party without the other party's written consent.

b. Copyright to all information shared in the party conducted by Shelly's Artspace is retained by Shelly's Artspace and shall not be disclosed to any third party or shared on social media without express written consent from Shelly's Artspace.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Denton, TX.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings, whether written or verbal, relating to the subject matter herein.

13. AGREEMENT

Please indicate your acceptance of the terms and conditions of this Agreement by signing below. This Agreement may be executed in counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

Please retain a copy of this signed Agreement for your records.

IN WITNESS WHEREOF the parties have hereunto set their hands.

BUSINESS NAME: Shelly's Artspace

CRAFT TEACHER NAME: Shelly Denning

TITLE: Owner/Craft Teacher

PHONE: 346-278-6373

E-MAIL: Shelly@ShellysArtspace.com

DATE: May 15, 2024

SIGNATURE:

Shelly Denning

HOST NAME: John Doe

ADDRESS: 111 Main St., Anytown, TX 76000

PHONE: 111-111-1111

E-MAIL: JohnDoe@gmail.com

SIGNATURE: