## The Kake Studio Party Contract

**Booking/Deposit:** A \$100 non-refundable deposit and a signed party contract is due at the time of reservation. Deposits are transferable to a different date/time within 48 hours of booking or in the case of illness, personal emergency, or severe weather. All date/time changes must be made no later than 1 week in advance.

**Package Choice:** A package must be chosen at booking. Add-On's can be added up until 1 week before your event. Some Add-On's, such as face painting, must be booked no later than 1 month prior to your event. We cannot insure last-minute availability. If there are any changes to your package choice, within 1 month of your event you may lose your deposit. If there are other events before/after your scheduled party, some packages/Add-On's may be limited or unavailable. For insurance and liability reasons, outside entertainment is not allowed. If you would like time to be added to your party for gifts or cake, this must be done at booking or no

later than one month prior to your event. Please be aware that under some circumstances, we are unable to lengthen event times due to other booked events. Time cannot be added to your party on the day of your event.

**Number of Guests/Additional Guests:** A final head count must be confirmed during our one week follow up phone call. If your party increases by a volume requiring an additional staff member within the one week call and your event, a staffing fee will be applied to your bill. If the number of guests decreases, The Kake Studio staff members must be notified at least 24 hours before the start time of your event to avoid being charged for any missing guests which were included in your final head count. We will not have extra supplies for any siblings/guests not included in the final head count. The birthday girl/boy is to be included in your final number of guests. We recommend adding to your invitation that siblings not included in the final head count, will not be included in our activities. If the number of adult guests outnumber the party headcount, a service fee will incur.

**Minimum Age:** All party guests must be 5 years or older. If the birthday girl/boy has younger siblings who will be participating in party activities, please advise us of this at booking and include them in the final head count. Other children under the age of 5 must remain seated in the parents' lounge under adult supervision.

<u>Adult Guests</u>: The Kake Studio has a mandatory drop-off only policy for parties of 15 guests and over due to the maximum occupancy limitations of our studio. If special circumstances exist or the birthday girl/boy's immediate family would like to attend, Kara Kakes staff needs to be made aware of the total number of adults who will be in attendance no later than 1 week in advance. If your party count is under 15 guests, parents are welcome to stay; however, we ask that you kindly advise your adult guests that the party experience is for the children's enjoyment. Parents who stay for the duration of the party are asked to remain in the adjacent parent's lounge for the entirety of the event. We ask that conversations are kept to a quiet and respectful volume so that

The Kake Studio staff can properly direct planned activities. Personal calls must be taken outside of the party room, and we ask that cell phone use is kept to a minimum. While it can be tempting, crowding

around the children's tables during our activities makes it extremely difficult for staff members to perform their basic functions. For this reason, parents are asked to remain seated for the duration of the event, but are welcome to stand and take personal photos if desired. Parents who become disruptive may be politely asked to wait in the storefront upstairs. Guests are not permitted to leave the studio with open food containers or open drinks.

**Food and Drinks:** Packages include 1 slice of pizza (excluding Birthday Brunch Celebration and Girl Scouts Package), and 2 beverages per party guest. Additional food and drinks are available at an additional charge and must be confirmed 1 week in advance. Morning parties can substitute pizza and juice with bagels and orange juice. Food and drinks are not provided to parents or siblings unless added on. If you would like to add on food, coffee, or other beverages for parents, please advise Kara Kakes staff of this no later than 1 week prior to your event. Please be aware that outside food or beverages are not permitted (with the exception of food borne allergies). Please contact us for additional food and drink options. *For large quantities of food/beverages requiring advance set up and clean up time, a service fee will be applied.* 

**Check-In:** The Kake Studio hosts multiple events daily. For this reason, we ask that you and your guests arrive no later or earlier than 15 minutes in advance of your party's start time. Parties begin promptly, and extra time will not be allotted for late guests. All guests will meet at the Kara Kakes storefront and our staff will walk the group to The Kake Studio at your scheduled time. If all guests are present before the official start time of your event, your party may begin early, but this will also affect the ending time proportionately.

Decorations: Plates, napkins, and other decorations are included in your party package. If you have a theme, feel free to bring in your plates and napkins. Any customer-supplied paper products must be dropped off at least 1 day prior to your event. Due to set-up scheduling, any items brought in the time of your event can not be used. We do not allow other decorations such as balloons (exception of one number balloon for birthday child), banners and additional decorations.

**End of Party:** We ask that after your party experience is over, pick up is prompt and parents arrive within 5

minutes of the party's ending time. Due to other booked events, we need to end promptly to clean our studio.

**Birthday Cake/Cupcakes/Desserts:** Our standard packages do not include birthday cakes, cupcakes, or any type of desserts for consumption on premises. Check out our "Add-ons" as we offer multiple options for our guests. If any of our Add-On options are not chosen, guests will be asked to choose one (1) cupcake to take home and one (1) cupcake to eat in our studio. A larger cake can be ordered from our bakery to serve your guests. Outside desserts are prohibited.

**Allergies:** Kara Kakes and the Kake Studio are not nut-free facilities. However, cupcakes and other food prepared for our events do not come into contact and are not baked with any nuts. There is no cross-contamination that occurs on premises. Accommodations can be made for guests with nut and gluten allergies. We must be made aware of any allergies no later than 1 week before your party. At this time, we do not offer dairy- or egg-free options, but parents are welcome to bring their own unfrosted cupcakes, frosting, or other supplementary foods from home. Children with gluten allergies are

welcome to bring their own lunch and dessert. Gluten free pizza can be purchased for an additional charge.

**Drop-Off Policy:** The Kake Studio has a mandatory drop-off only policy for parties of 15 guests or more due to the maximum occupancy limitations of our Studio. If special circumstances exist or the birthday girl/boy's immediate family would like to attend, Kara Kakes staff needs to be made aware of the total number of adults who will be in attendance no later than 1 week in advance.

<u>Gratuity</u>: Our staff members will do their best to ensure your child's party experience is the best it can be. A 18% tip will be added to your party package cost for parties with under 15 children. 20% tip will be added to parties of 15 and over. Tip can be done in the form of cash, or a Kara Kakes staff member may add gratuity to your final bill. For our Royal Birthday Celebration, \$40 is deducted from the Kara Kakes Staff gratuity and is given to the princess.

<u>Video Monitoring System</u>: The Kake Studio is under video surveillance by the Kake Studio owners for quality assurance.

**High Demand Date Changes:** Weekends and periods of time in which schools are not in session are in extremely high demand for parents looking to book their child's event. If for any reason your event is scheduled on a day which meets the above criteria and you chose to reschedule to a different date, your deposit may be lost as a result of turning away other families who otherwise may have followed through with an event on that day. For our purposes, weekends are considered to be Friday, Saturday, and Sunday. If you are unsure if your event date qualifies for the above criteria, please contact a Kara Kakes staff member to clarify.

**Damages:** The booking adult will be solely liable and financially responsible for damages to any merchandise or property in the Kara Kakes bakery or The Kake Studio party room due to the actions of your invited guests. If you or your guests arrive earlier than 15 minutes prior to your scheduled event, you are responsible for the supervision of your guests until a party host arrives to take over.

**Fees:** Kara Kakes charges a 3.7% processing fee on all credit card transactions. To avoid this fee, we recommend paying cash. At this time, we are not accepting checks or other forms of payment.

# PLEASE DO NOT SIGN WITHOUT FULLY READING OUR CONTRACT!

In consideration of the use of The Kake Studio & Kara Kakes at 799 Franklin Ave, Franklin Lakes, NJ, the undersigned agrees to indemnify and hold The Kake Studio at Kara Kakes and its employees harmless from any and all liability, claims, cost and attorney's fees arising out of the use of the property referred to above. I understand that this Hold Harmless Agreement also requires that The Kake Studio at Kara Kakes is indemnified from any losses or damages resulting from the acts or omissions from any guest, participant visitor or other person attending the event.

This Agreement shall remain in full force and effect for any continued, additional or postponed date for the event indicated. The Kake Studio at Kara Kakes reserves the right to cancel or interrupt the event if the representations set forth therein are not adhered to or if The Kake Studio at Kara Kakes determines that a situation that might lead to personal injury, property damage or violation of law exists.

I have read and understand The Kake Studio at Kara Kakes party contract and I agree to all terms and policies.

Date of Event:	
Start Time: End Time:	
Party Package:	
Child's Name:	
Child's Age:	
Parent/Guardian	
Name :	_
Signature:	
Today's Date:	

### Kake Studio Photo Release Form

Kake Studio at Kara Kakes, LLC 799 Franklin Avenue Franklin Lakes, NJ 07417

#### Permission to Use Photographs & Video

I grant to the Kake Studio and Kara Kakes' representatives and employees the right to take photographs and video of myself, my children, and my invited guests in connection with the subject identified above. I authorize the Kake Studio and Kara Kakes to copyright, use, and publish the same in print and/or electronically. I agree that the Kake Studio and Kara Kakes may use such photographs and videos of my guests and I with or without the use of our names and for any lawful purpose, including, but not exclusively, such purposes as publicity, illustration, advertising, and social media content. Invited guests have been made aware that these photographs and videos will be taken. By participating in this event, all guests have consented to having photographs or videos of themselves or their children taken at the Kake Studio or Kara Kakes. In the event that guests were not made aware of these conditions, I, not the Kake Studio, Kara Kakes, or any of their representatives or employees, am liable for failure to share this information with my invited guests.

I have read and understand the above:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name:

Event Date: \_\_\_\_\_

\_\_\_\_\_ I consent to photos or video being taken at my event

\_\_\_\_\_I do not consent to photos or video being taken at my event

#### Photo Release Form MUST BE RETURNED to Kara Kakes along with a signed contract whether or not consent has been given to take photos or video.