TOMBALL BOWL PARTY/EVENT AGREEMENT- TERMS & CONDITIONS

This Event Agreement between Tomball Bowl and the client named below is made subject to the Terms & Conditions listed below. The term "guests" refers to number of bowlers.

| CONTACT NAME: | | COMPANY NAME: | |
|------------------------|------------|-------------------------------------|---|
| PHONE: | E-MAIL: | | - |
| EVENT DATE: | TIME: | | |
| EXPECTED # OF BOWLERS: | # OF LANES | (minimum 5 per lane, holds up to 8) | |

EVENT CONFIRMATION- Your reservation will be complete when you book the event through our Tomball Bowl Staff (online booking is not available), pay the deposit and provide a signed Event Agreement. Your deposit will be applied to the final bill the day of the event. Lanes will not be held unless these have been completed.

<u>Birthday Party Packages/Events:</u> (All birthday parties require a minimum of 10 guests bowling / Group events require a minimum of 20 guests bowling). Tables will be set up an estimated 30 min prior to party start time.

FINAL GUEST COUNT – Client must contact Tomball Bowl one week prior to the event to give final headcount. (For events with 50 or more guests, final headcount is requested at least 2 weeks prior to event) On the day of the event, adjustments may be made at the discretion of Tomball Bowl to accommodate guests that are present. This could mean adding lanes if available or taking away lanes and/or food/beverage based on attendance.

FINAL PAYMENT- When arriving for the party/event, client must provide a credit/debit card to open a tab prior to starting. At the end of the party/event, the payment can be processed on the card provided or can be paid with cash. A gratuity of 15% will be added for hosting. Client may provide additional gratuity if desired.

FOOD & BEVERAGE- All events are required to purchase food and beverages from Tomball Bowl. <u>NO OUTSIDE FOOD OR DRINKS</u> <u>ALLOWED</u>, with the exception of a cake and/or cupcakes.

EVENT TIME & DURATION- Client and guests may arrive 15 minutes prior to the event to check in and get shoes. Lanes will be turned on at the time reserved and automatically shut off at the end of the time allotted. The event shall begin promptly at the time reserved and vacated by the Client at the contracted Event End time. Should no guest arrive within the allotted time, Tomball Bowl reserves the right to release your lanes. In order to accommodate other scheduled events, Lane rentals and space time will not be extended due to late guests or wanting extra time. Extension of the lane reservation is subject to space availability and client will be responsible for any additional charges. Requests can be made for a specific lane and Tomball Bowl will accommodate if possible, but cannot guarantee. Handicap lanes will be reserved for handicap purposes if lanes are not already booked.

CANCELLATION/RESCHEDULE- If the event is cancelled more than (30) days before the event time, Tomball bowl will refund the deposit. Should client decide to reschedule the event more than (30) days prior to the event your full deposit will be applied for future event within (180) days of the original scheduled date. Any deposit not used within (180) days of original booking will be forfeited. If the event is cancelled less than 30 days of scheduled event, deposit is forfeited. This cancellation policy remains in effect regardless of incidents incurred by client.

FORCE MAJEURE- The parties of this Agreement will be excused from the performance of this Agreement to the extent that such performance is act of God or force majeure. For the purposes of this Agreement, the terms act of God or force majeure include strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, hurricanes, floods, washouts, explosion, earthquakes, fire, storms, acts of the public enemy, ware, insurrections and/or any other cause note reasonably with the control of Tomball Bowl.

ALCHOLIC BEVERAGES- Tomball Bowl will fully comply with all alcoholic beverage control laws including, without limitation: (i) requesting proper legal identification from any person of questionable age; (ii) refusing service of any alcoholic beverages to any person or persons who are underage or cannot produce, upon request, proper identification, as solely determined by Tomball bowl; (iii) refusing service of any alcoholic beverages to any person or persons, who, in the sole and absolute discretion of Tomball Bowl, appear to be intoxicated or under the influence of mind altering substances. If minors attending the event are observed consuming

alcoholic beverages on the facility premises, **Tomball Bowl reserves the right to immediately terminate the event without any further obligation to the client or any guests of the event.** Full payment for the event will be charged with no refund regardless of time left.

DECORATIONS, ADVERTISING & ENTERTAINMENT: All decorations, advertising, and outside contracted entertainment including client signs and banners must be approved by Tomball Bowl at least (15) days prior to scheduled event. Tomball Bowl reserves the right to limit and/or restrict any banners or other signage containing company logos. Tomball Bowl will provide table settings as stated in the packages. Client may bring own table settings and balloons, however, no discount will be given for bringing own supplies. Tomball Bowl will not blow up balloons that are brought in by Client.

SAFTETY & RESPONSIBILTY: All patrons of the event must adhere to the safety rules and regulations stipulated by Tomball Bowl. If injury should result because rules are not followed, Tomball Bowl will not be liable. All children under the age of 12 must be supervised by an adult, if injury should result due to lack of supervision, Tomball Bowl is not responsible.

- All guests bowling must wear bowling shoes. Children wearing less than children's size 9 may wear own shoes, such as tennis shoes to protect feet/toes.
- Only one person on the lane at a time. (Exception is an adult assisting a child)
- Wait for balls to return and stop. Putting hand between balls to stop them can smash fingers.
- Do not reach into ball return to retrieve a returning ball. Ask our staff for assistance if a ball is stuck.
- Do not pass the foul line for any reason. Lanes have oil which will cause you to slip and fall plus will leave oil on bottom of shoes. If a ball is stuck down the lane, ask our staff to retrieve it for you. Keep the front edge of the ball ramps in front of the foul line.
- Wait for the sweep to go down and go back up before throwing another ball. Only throw one ball at a time.
- No running.
- Respect bowlers around you. Stay in your lanes and out of others lanes adjacent to you. When a bowler is bowling next to you, it is proper to take turns and wait for them to bowl before stepping onto the lanes.
- Stay standing to throw ball. No purpose falling or spinning and throwing or any action that could cause injury to self or others.
- Keep food and drinks on the tables. No food or drinks allowed on the approach.

NOT ALLOWED: The following are included but not limited to items not allowed at the event. Again, no outside food or drinks. Nothing messy, such as confetti, silly string, piñata. No noise makers. Do not move tables and/or set up tables without staff approval. Keep carpeted concourse area clear for walking through.

WHAT CAN YOU BRING? Cake, cupcake or cookie cake. Gifts (no alcoholic gifts as no outside alcohol is allowed on premises), your own table settings and/or balloons if you do not wish to use one's from Tomball Bowl.

TOMBALL BOWL IS A FAMILY ORIENTED BUSINESS. Please refrain using foul language and/or unruly behavior in the presence of others at the center, especially around children. Tomball Bowl reserves the right to ask those becoming unruly to leave the premises.

LET'S BOWL AND HAVE FUN!

By signing this document, I state that I have read and understood all policies, procedures, and rules. I agree that I and all our guests will adhere to all policies and rules stated above.

Signature:_____

Date:_____