



## Event Planning Agreement

This Event Planning Agreement (the "Agreement") is entered into [DATE] (the "Effective Date"), by and between [Client.FirstName] [Client.LastName] (the "Client") and **Wonderfly Events LLC** dba Wonderfly Arena dba Wonderfly Athletics dba Wonderfly Games, with an address of **4811 Benson Avenue Arbutus MD. 21227**, ("Wonderfly"), collectively "the Parties."

Created by:

[Sender.FirstName] [Sender.LastName] -  
Wonderfly Events LLC

Prepared for:

[Client.FirstName] [Client.LastName]

### 1. EVENT DATE/TIME AND DESCRIPTION.

On [EVENT DATE] Client intends to host the below described event (the "Event"):

### 2. WONDERFLY DUTIES.

Client engages Wonderfly's services to perform the following duties with regards to the Event:

Wonderfly will provide the venue in an agreed upon floor plan prior to event start time. Wonderfly will make sure all of Wonderfly's equipment is moved and in the correct place as determined during the Pre-Event Walkthrough. [Premium Games].

If the Client(s) has paid for access to Premium Games, there is a separate waiver that will be sent when the deposit has been received that will have a link to Wonderfly's waiver. All guests (players and spectators) must sign a waiver. Wonderfly highly recommends having all guests fill out the waiver online before the event to ensure the Client(s) event time is not interfered with.

Wonderfly shall obtain Client approval, in writing, before entering into any binding contracts (aside from the current contract) for the event and/or issuing any non-refundable deposits.

### 3. PAYMENT.

The Parties agree to the following Payment and Payment Terms:

Total Fee for Services: [TOTAL COST]

Amount Due to officially reserve space (Deposit): [DEPOSIT]

Balance Due 28 days before event date: [BALANCE]

Failure to make payments on time may result in the cancellation of your event.

### REFUNDABLE DAMAGE/CLEANING/DELIVERY/OVERAGE DEPOSIT

Client(s) shall deposit the sum of \$400 with Wonderfly as a refundable damage/cleaning/delivery/overage deposit upon completion of this document. The deposit shall not be applied toward the Rental Fee. This deposit will be refunded in full after the event if no damages or additional cleaning were assessed and no additional hours for overtime of vendors and/or Client(s) guests were incurred without prior payment or agreement.

### 4. RESCHEDULING AND CANCELLATION POLICY

By Client. Client may reschedule for no fee if notice is given at least 28 days before the event date. If the

Client reschedules within 28 days of [EVENT DATE] or less, the Client will be charged a 25% Rescheduling fee. If the Client cancels within 28 days of [EVENT DATE], the Client forfeits their Damage/Cleaning/Delivery/Overage Deposit.

All payments (outside of Damage/Cleaning/Delivery/Overage Deposit) made are non-refundable. Cancellation forfeits all deposits and payments previously paid by the Customer but does release the Client from paying any future deposits due.

By Wonderfly. Wonderfly may cancel this Agreement at any time. If Wonderfly cancels, it must provide a suitable replacement Event plan and facility, subject to the Client's approval, which shall be obtained in writing. In the alternative, Wonderfly shall refund all monies previously paid by Client, including any non-refundable deposits, which were agreed to by the Client.

In the case of delays, changes, or cancellations due to strikes, catastrophic weather, restrictions on travel, natural disasters, acts of terrorism or war, global or national health pandemic, or any other causes whether listed herein or not, (deemed herein "extraordinary circumstances" ) beyond the control of Wonderfly preventing or interfering with the performance of the Event, Wonderfly cannot be held responsible. In the case of cancellation due to such extraordinary circumstances by Wonderfly, Wonderfly will reschedule to an available and mutually agreed upon date. In the event of rescheduling, all deposits paid will be applied to the newly contracted date. If no such mutually agreed upon date can be found acceptable by the Parties, Wonderfly will refund any and all deposits paid (including deposits originally deemed non-refundable), less any actual expense of Wonderfly for service, labor, management, rentals, and utilities in conjunction with the client's contracted event.

Client(s) also understands that last minute changes can impact the quality of the event and that Wonderfly is not responsible for these compromises in quality.

Client(s) acknowledges that no refunds will be issued by Wonderfly and all payments (outside of Cleaning/Damages/Delivery/Overage Deposit) are non refundable. Wonderfly recommends the Client(s) acquire Event Cancellation Insurance at a minimum amount equal to the Full Event Fee's and damage/cleaning/vendor deposit.

## **5. USE OF PROPERTY**

Rental of the site includes the use of all reserved areas. Updates or changes to the reserved areas may be made by Wonderfly or Client(s) at their discretion between the time of contract signing and the date of the event.

- There is no smoking, hookah, or vaping allowed inside the facility, or within 25 ft of all building entrances.
- All items or products containing loose glitter or confetti cannot be used in the facility
- No events or activities relating to the events, like preparation activities may take place or are allowed to be set up in the public parking lot without prior written approval by Wonderfly.
- Use of the property is available from [EVENT START TIME] to [EVENT END TIME]. Client(s) is not permitted to enter Wonderfly Arena until those specified times. Entering outside of those times and without the presence or permission of Wonderfly is prohibited. Violation of the rental window will result in additional charges for any portion of an hour. All festivities including amplified music must conclude no later than 45 minutes prior to [EVENT END TIME].
- **Dedicated set up time will be 30 minutes after [EVENT START TIME] and the client may enter 15 minutes prior to [EVENT START TIME] and dedicated clean up time will begin 30 minutes prior to [EVENT END TIME] and all vendors, guests, and clients must be out of the facility 15 minutes after [EVENT END TIME] unless other storage of event equipment has been agreed upon between the Client(s) and Wonderfly.**
- Any time outside of the above times will be considered a time overage and the Client(s) will be billed accordingly to the policies outlined in this contract.
- Furnishings in the suites and other event spaces are for use only in the designated rooms and are not to be removed for outside of the designated spaces in the Arena.
- Wonderfly Arena Venue Manager has the right to refuse entry to any guests when the capacity exceeds 150 people total and to shut down the event immediately with no refunds for rental payments. This clause is subject to update based on more updated COVID-19 guidelines closer to the event date and Wonderfly's discretion.
- Catering spaces are available for use of your caterer. This space must be coordinated prior to the event and no later than the Pre-Event Meeting. The use of propane fuel or open flame for cooking or any other use inside the Arena not in a designated catering space is prohibited. Sterno for keeping food warm is permitted.
- Client(s) accepts that delays in responding to requests for information from Wonderfly or not following guidance provided by Wonderfly may impact the quality of their event.

Please refer to Wonderfly Events Terms and Conditions for all other rules.

## 6. AREAS RESERVED

All facility and event rentals are for specified rooms or spaces only and do not grant exclusive rights to the entire facility. For Event, the Client has access to Turf Field, Main Floor, Annex, Bar Room, and Storage Space .

Only such areas of the Wonderfly's premises as are specifically identified in this contract shall be deemed for the "exclusive use" of guests during the times of the event, with the exception that bathroom access is always included in all Events, regardless of the aforementioned stipulations. "Exclusive use" covers sole use by the following entities: the Clients, their guests, their vendors, and all Wonderfly affiliated staff and contractors. The parking lot is deemed a "common area" and may be accessible to individuals outside the scope of the Event. Wonderfly may hold other events simultaneously, unless specifically noted otherwise or unless the Client has formally reserved all Event areas at Wonderfly's facility.

## **7. OVERTIME RULES**

Overtime applies if any guests or vendors associated with the Client(s) Event have not completely vacated Wonderfly's event space or spaces by the end of their booking reservation. Vendor deliveries and pickups are to be within the date/time of permitted use hours. Deliveries and pick ups outside of these hours can be requested. Any delivery and pick-up outside of these hours that has not been agreed upon in writing between Wonderfly and the Client(s) will be charged 50% of hourly rate per hour or partial hour for these additional dates/hours. A \$400 charge would also apply to any hour or partial hour overage used for the event beyond the specified rental time period and is deductible from the security deposit if funds are available. Any additional charges will be invoiced and are due upon receipt if funds are not available in the security deposit.

## **8. CLEANING AND DAMAGES**

The Client must return the facility to the condition they initially found it in and must remove any equipment, decorations, or external vendor supplies brought in. The Client should factor setup and teardown time in their booking hours. No nails, screws, staples or penetrating items should be used on the walls of Wonderfly's facility. Any tape or gummed backing materials must be properly removed at the end of the event. Damages (walls, floors, furniture, etc.) and fees for any additional cleaning necessary to revert the facility to its initial condition will be billed to the Client credit card on file with Wonderfly. After 48 hours after the Event ends without a predetermined time and pickup for items, any items left in the facility become the property of Wonderfly Arena and may be disposed of by Wonderfly with discretion. Client(s) will be charged for any expenses incurred in good faith by Wonderfly in preparation for Client(s) event.

Client(s) shall deposit upon completing this document the sum of \$400 with Wonderfly as a refundable damage/cleaning/delivery/overage deposit. The deposit shall **not** be applied toward the Rental Fee. This deposit will be refunded in full after the event if no damages, no additional fees, (and/or) additional cleaning were assessed and no additional hours for overtime of vendors and/or Client(s) guests were incurred without prior payment or agreement.

## 9. EVENT LAYOUT

Most furniture in the Wonderfly Arena space is mobile and able to be moved. The Client(s) shall notify Wonderfly of all desired furniture setup and layout changes in their entirety fourteen (14) days prior to [EVENT DATE]. Wonderfly shall provide the Client(s) with a blank floor plan which the Client(s) can use to show desired layout changes. In the case the Client(s) does not provide specific layout instructions, Wonderfly shall use the most recent floor plan provided by the Client(s), or the default floor plan if no such plan exists. Wonderfly is not responsible for decoration of any items related to the floor plan.

## 10. RIGHT TO REFUSE SERVICE

Wonderfly reserves the right to refuse access to any area of Wonderfly's facilities or access to Premium Games and Activities if the Client or guests of Client are engaging in disruptive and/or hazardous behavior or are under the influence of drugs or alcohol. Premium Games and Activities include Bubble Ball, Hamster Ball, Arrow Tag, Nerf, Dodgeball, Virtual Reality, Xbox, Nintendo Switch, Playstation, Soccer, Football, Cornhole, Basketball, Frisbee, Spikeball, Angry Bird, Gaga Ball, Ping Pong, Giant Connect 4, Giant Jenga, or any other games/activities taking place within Wonderfly Arena. Refusal of service due to these circumstances shall not entitle the Client to any refund of any booking fees.

## 11. OUTSIDE VENDORS

If the Client wishes to hire outside vendors to provide any goods or services at Wonderfly's facilities during the event, Wonderfly requires that such vendor provide Wonderfly with proof of insurance coverage naming Wonderfly as an additional insured entity and amount of liability insurance reasonably satisfactory to Wonderfly, and an indemnification agreement between Wonderfly and the vendor. Client agrees that the Client and its vendors are exclusively responsible and liable for damages caused by their acts, omissions, equipment or any other cause. Said damages will be assessed from the Security Deposit from the Client unless otherwise noted in other contracts between Wonderfly and the vendor.

No tape that damages Wonderfly's facility may be used by Wonderfly, the Client(s), or any of the Client(s) vendors. This includes duct tape, Gaffers tape, or any other kinds of tape that may result in damaging any aspects of Wonderfly's facility. This includes the walls, ceilings, floors, and any other of Wonderfly's event property and furnishings.

Client(s) must inform Wonderfly of any outside vendors being used for their event. Client(s) shall provide this information with their event timeline at the Pre-Event Meeting. Client(s) must also inform Wonderfly of the purpose these outside vendors are serving.

## 12. RESTORATION

If any damage occurs to Wonderfly Arena, or if any repairs or replacements need to be made to Wonderfly Arena as a result of Client(s) exercise of its rights under this License, Client(s) shall pay Wonderfly for any such damage, repairs, or replacements upon demand by Wonderfly.

## 13. DECORATIONS

Decorations may not be hung in a way which will damage the facility. Command Strips can be used on the walls. Duct tape can not be used (including on the floor). All decorations, including but not limited to tables, chairs, linens, drapery, lighting, paper products, table and glassware, must be removed from the property by [EVENT END TIME]. All decorations must be removed without leaving damages directly following the departure of the last guest (and no later than [EVENT END TIME], unless special arrangements have been made between the Client(s) and Wonderfly. Pyrotechnics, confetti, loose glitter, and sparklers are not permitted inside Wonderfly Arena. Pyrotechnics, and sparklers outside Wonderfly Arena will be governed by appropriate Baltimore County, Maryland regulations. All candles must be contained or enclosed in glass (and no candles, glass, or water placed on the floor) and the flame must not reach higher than 1.5 inches below the height of the glass. No candles, glass, or water may be placed on the floor. Any items left on the premises after the rental period concludes will be disposed of after 72 hours of event end time unless prior arrangements to pick up said items has been established in writing between Wonderfly and the Client(s). Client(s) is responsible for ensuring that all trash brought in including décor and boxes associated with décor (florals as well) are removed from the facility. Client(s) may use Wonderfly's dumpster for trash but the Client(s) is not allowed permission to any of the other dumpsters within the Beltway Corporate Center.

## 14. GOVERNING LAW AND JURISDICTION

The Parties agree that this Agreement shall be governed by the State and/or Counties in which both Parties do business. In the event that the Parties do business in different States and/or Counties, this Agreement shall be governed by Maryland law.

## 15. CATERING POLICIES

Any catering contractor providing food for the Event must adhere to the following. Caterers must have a catering license from the state in which they do business (a business or traders license is not sufficient). Caterers must follow and meet all requirements documented in the Catering Addendum of this agreement.

The Client(s) is fully responsible for Caterers regarding clean up, conduct and damage or excessive cleaning by Wonderfly's staff. Client(s) will be solely responsible and may be charged and/or lose all claim to refundable Security Deposit.

Caterer may use Wonderfly's tables for food display only. Caterer must provide their own tables and required equipment for any food prep being done at the facility.

All catering areas must be wiped down and garbage removed from the venue. All Caterers are responsible for removing their trash from the venue, the dumpsters in the parking lot are privately owned, however all Caterers are permitted use to Wonderfly Arena dumpster only. All other dumpsters within the Beltway Corporate Center are not available for use of event vendors unless agreed upon prior by all Parties.

All decorations, including but not limited to rentals, linens, drapery, lighting, paper products, table and glassware, must be removed from the property by [EVENT END TIME], unless other arrangements have been made and agreed upon.

Wonderfly is not responsible for any vendors for fulfilling contracts, obligations, refunds, or conduct. Please make sure to read each vendor contract carefully and that they have fulfilled the requirements to work at Wonderfly Arena.

## **16. PRE-EVENT MEETING**

An on-site walk through with Wonderfly, Client and Caterer is to take place fourteen (14) days prior to the event. At this time, the Client will provide a detailed timeline for deliveries, guest arrival, event agenda and departure as well as a list of all vendors for the event. Any deliveries and arrivals for rental equipment, flowers, music, and production equipment must be included in the timeline and approved in advance by Wonderfly.

## **17. ALCOHOL**

The following must be upheld by the Client(s), which includes all EVENT PLANNERS, EVENT COORDINATORS, and VENDORS who are involved in planning and/or execution of the event on the premises.

### **a. ALCOHOL CONSUMPTION**

1. Vendor's staff may not consume alcoholic beverages while on the property during an event.
2. The legal drinking age for alcoholic beverages in the state of Maryland is 21 years old. Under no circumstances shall those under the age of 21 be served alcohol.
3. Bar Staff and Wonderfly Arena staff are authorized to close the bar down at their own discretion and deny alcohol consumption.
4. Serving "shots" is not permitted, including "jello shots".



## **b. ALCOHOL/BEVERAGES/ILLEGAL SUBSTANCES**

For events with 50 or more guests and/or events serving liquor, all alcohol must be served by a TIPS or TAMS Certified Insured Bartender with the required Liquor Liability Insurance provided. The Bar closes 30 minutes before the agreed event end time, all alcoholic beverages will be removed and placed in a secure location for removal from the premises. Alcohol may not be served to the underage. Illegal substances are not allowed at any time on the premise. Drunken/Violent disturbances are prohibited and subject to immediate removal from the premise and possible termination of event without refund.

## **18. PHOTOGRAPHY**

Wonderfly uses live, video and still photography to assist with promotion of the venue. Images taken by Wonderfly staff remain property of Wonderfly and may be used for promotional purposes. Photographs taken by the contracted event photographer may be used for promotional purposes by Wonderfly as agreed upon between Wonderfly and the photographer.

## **19. PARKING**

Client(s) understands that they are limited to parking in spots available within legal limits of Beltway Corporate Center. Client(s) understands that Wonderfly is not responsible for any fees including but not limited to tow service, parking tickets, and any other fees that may be associated with Client(s) guests parking outside of these spots.

If Client(s) needs more parking, Client(s) is responsible for that. Wonderfly recommends that they limit the number of total vehicles for their event to 65.

Parking outside of these spots may result in towing and other fees associated with that.

## **20. HVAC Services**

Wonderfly Arena does not have central Air Conditioning on the Main Floor/Field Space. Please note that Wonderfly Arena has heating in all event areas and air conditioning in our video game/VR lounge. The facility does not have air conditioning on our main floor, field, or fitness areas. While the facility is equipped with fans and a dehumidifier we cannot guarantee temperatures or conditions. The facility may reach high temperatures during hotter days. By booking an event with Wonderfly you understand this and accept that temperature or humidity related event issues do not qualify for a refund.

## 21. SPECIAL EVENT INDEMNIFICATION CLAUSE

The Client(s) agrees to indemnify, defend, hold harmless Wonderfly Events LLC ("Wonderfly") and GRP 4801 Benson LLC, and its owners, officers, directors, agents, employees or subcontractors (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including reasonable court costs, attorneys' fees, and costs of claim processing, investigation and litigation ) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused in whole or part, by any acts or omissions of the Client or any of its owners, officers, directors, agents, employees or subcontractors. The indemnity includes any claim arising out of the use of Wonderfly's ("Wonderfly Events LLC") property in connection with [Client.FirstName][Client.LastName] including (without limitation) claims involving bodily injury of any person (including death) or property damage. The indemnity also includes any claim or amount arising out of federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Client from and against any and all claims. It is agreed that Wonderfly will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of permission to hold the Event, the Clients agrees to waive all rights of subrogation against the employees for losses arising out of or resulting from the event.

## 22. RELEASE OF LIABILITY

The Parties hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue Wonderfly Events LLC or GRP 4801 Benson LLC and their successors, predecessors-in-interest, and insurers (collectively, the "Releasees") from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys' fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from the client's access to and/or use of Wonderfly Arena, premises and/or its equipment, the client's entry into Wonderfly Arena, the condition, maintenance, inspection, supervision, control or security of Wonderfly Arena, the failure to warn of dangerous conditions in connection with Wonderfly Arena, and/or the acts or omissions of Wonderfly or any of the Releasees, including, without limitation, any claim for negligence, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. The Client understands that this release and waiver applies not only to use of the facility, but also all other equipment, and all activities and games at the Wonderfly Arena Facility. The Client understands that this release and waiver applies to and includes all activities that the client participates in at the premises, whether inside or outside the Wonderfly Arena Facility. In the event that any claim released herein is brought by, or asserted on behalf of, the Parties, the Client shall immediately defend, indemnify and hold harmless the

Releasees, and any of them, from any loss or liability, including reasonable attorneys' fees, associated therewith or arising therefrom. The Client understands, fully acknowledges, and agrees that all of the risks identified herein and any other risks associated with use of the Wonderfly Arena facility and its equipment are beyond the control of the Releasees. The Client agrees and acknowledges that should Wonderfly or any other Releasee or anyone acting on their behalf, be required to incur attorneys' fees and/or costs to enforce this agreement, the client agrees to immediately defend, indemnify and hold Wonderfly and any other Releasee or them harmless for and against all such attorneys' fees and/or costs.

### **23. ENTIRE AGREEMENT**

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties, and no other agreements not specifically referred to, oral or otherwise, shall be deemed to exist or bind either of the Parties hereto. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties. This contract governs over any other writing, such as brochures, web sites, or sales materials.

The Parties agree to the terms and conditions set for above as demonstrated by their signatures below:

"CLIENT(S)"

"WONDERFLY"

SAMPLE

# Caterer Addendum

(Lessee is responsible for providing to their Caterer)

## Caterer:

### License/Insurance:

1. Provide a copy of the state/ issued Caterers License (traders or business license is not sufficient). Caterers must be licensed in the State in which they do business.
2. Provide Commercial General Liability Insurance (COI) in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage. COI must include Host Liquor liability if alcohol is served (or client must secure independent bartending company that provides separately). The COI must include an endorsement to Wonderfly Events LLC.
3. Email the COI and Catering License to [aaron@wonderflyhq.com](mailto:aaron@wonderflyhq.com) 14 days prior to the date of the event.

### Catering Space:

1. Limited to electrically powered equipment only (20 amperes max per outlet). The use of propane fuel or open flame for cooking is prohibited.
2. Please provide storage for any ice in non-leaking containers/bins, this includes bulk ice in the catering space as well as at any bar serving areas.
3. The venue does not have a 3 compartment health code rated dishwashing sink to use during the event. No dishes or glassware may be washed for reuse at any time. Ensure sufficient quantities of all glassware/plates/utensils etc. are provided or disposables are used.

### Trash:

1. Please provide adequate trash receptacles and liners for guests as well as for your work area.
2. All trash must be removed from the premises at the end of the event (please do not use the privately owned trash dumpster).

### Event Requirements:

1. Caterers, at a minimum the Lead for the event, must stay until the end of the event to ensure that cleanup including trash removal and sweeping is completed and that all items are removed from the venue.
2. Lead Caterer is to meet with the Wonderfly Event Manager to complete the Check Out prior to exiting the facility.

### Food Trucks:

1. If a Food Truck is the sole caterer, they must follow the required insurance and licensing requirements as listed for a caterer. If they are a supplemental food,/dessert only their catering license is to be provided 30 days prior.
2. Food Trucks must park in designated Wonderfly Arena Spaces in front of facility.

3. Trash and bussing service needs to be arranged either with the Food Truck Vendor or with an independent service if they are the sole caterer for the event.

### **All Vendors:**

#### **Load In/Out:**

1. Please use the loading zone located on the right side of the building
2. Please unload all equipment first, move and park your vehicle, and then begin setup.
3. Presence of a vehicle in the loading zone may not exceed 30 minutes.

#### **Tape**

No tape that damages Wonderfly's facility may be used by Wonderfly, the Client(s), or any of the Client(s) vendors. This includes duct tape, Gaffers tape, or any other kinds of tape that may result in damaging any aspects of Wonderfly's facility. This includes the walls, ceilings, floors, and any other of Wonderfly's event property and furnishings.