

The Carousel at The District at Green Valley Ranch - Birthday Party Terms and Conditions

- 1) **Terms and Conditions:** All birthday parties held at The Carousel at The District at Green Valley Ranch are subject to the terms and conditions set forth above and hereafter.
- 2) **Basic Party Package:** Each client must pay for a minimum of ten (10) children, whether or not ten (10) children attend. The basic party package includes (i) tables and chairs, as needed, for all paid guests, (ii) table coverings, paper cups, paper plates, paper napkins, and plastic utensils for all paid guests, (iii) (1) balloon per child, and (iv) unlimited rides on The Carousel during the two-hour party. Each paid guest will be provided with one (1) color-specific wristband which will provide access to unlimited rides on The Carousel during the two-hour party period. Client may arrive approximately 15 minutes in advance to set up before the scheduled party start time. The party area is reserved only for the 2 hour time period noted above, and the party coordinator will begin clean up promptly at the end of such 2 hour period. Client must provide one adult chaperone for every group of ten (10) children (or portion thereof) attending the party.
- 3) **Staffing:** A party coordinator will be on-site to set-up the party area, and to clean-up following the party. The party coordinator may also provide general assistance to the client during the party. The party coordinator may be overseeing multiple parties at one time. Additional party coordinators may be scheduled at an additional cost, which cost will be determined based on a number of factors which include the date and time of the event, size of the event, and special needs.
- 4) **Refunds/Cancellations:** Cancellations are not permitted and no refunds of the party deposit will be provided after the party deposit is received, except in cases of inclement weather and/or an act of God. Should a client fail to occupy the party area or arrive in a timely manner for the party, all fees paid to The District shall be forfeited as liquidated damages.
- 5) **Rain Date:** The Carousel will not be operated when the platform is wet from rain, or during high winds. A rain date may be chosen after it has been confirmed that the cancellation was required due to inclement weather. Determinations as to whether The Carousel will be operated due to inclement weather are made by The District in its sole and absolute discretion. If no rain date is available, all amounts paid by client shall be refunded.
- 6) **Food Service/Decorations:** All food and beverages for the party shall be arranged for or provided by the client. The District does not provide food, beverages, refrigeration, or ice. Alcoholic beverages and smoking are not permitted at The Carousel or in the party area. Except for the items specifically mentioned in the description of the Basic Party Package above, The District does not provide any decorations.
- 7) **Catering and Party Regulations:**
 - The party coordinator is responsible for the clean-up of all items that are a part of the Basic Party Package described above. The client is responsible for removal of gift boxes, excess products, and all other items client brings or causes to be brought to the party.
 - All caterers must file a certificate of liability insurance with The District.
 - Banners, streamers, balloons, and other decorations or articles of any kind may not be attached or affixed to the pony walls, trellises, fences, trees, light posts or other structures in and around The Carousel, The Green, or the party area.
 - The birthday parties take place during regular operational hours. Birthday parties are considered semi-private, therefore absolute privacy cannot be guaranteed.
 - All guests must abide by any posted rules and regulations.
 - No running and jumping on or around The Carousel is allowed.
 - When The Carousel is in motion, all guests must wear seat belts and all persons not riding must stay outside the fenced area.
 - There is no smoking around The Carousel.
- 8) **Repairs/Damage:** The client shall compensate The District for the cost of any damage or repairs caused by or necessitated by the client's use of The Carousel and the party area.
- 9) **Indemnity:** Client hereby indemnifies, saves, and holds Parcel 33 Retail, LLC, American Nevada Company, LLC, American Nevada Realty, LLC, and Big Top, LLC, and their affiliates, officers, employees, contractors, agents, directors, and members free of and harmless from any and all liabilities, losses, costs, expenses, including attorneys' fees (at trial, and on appeal), causes of action, suits, judgments, claims, liens, and demands of any kind whatsoever in connection with, or arising out of the use of The Carousel and the party area by client or out of any act or omission of client, its agents, employees, guests, invitees, or contractors.
- 10) **Cancellation by The District:** The District reserves the right to cancel a birthday party at any time, in which case all amounts paid by client shall be refunded. The District reserves the right to require persons who are behaving inappropriately, in The District's sole discretion, to leave The Carousel, The District, and/or the party area and to cancel, without refund, any party (whether in-progress or not) due to the inappropriate behavior of one or more attendees.
- 11) **The District:** As used herein, "The District" means Parcel 33 Retail, LLC, a Nevada limited liability company and/or Big Top, LLC, a Nevada limited liability company, as applicable.