

Tenn Pin Alley Party and Event Booking Terms

The following terms and conditions govern your purchase of party and event services from Tenn Pin Alley ("facilities", "we" or "us"). You agree as follows:

- 1. You are obligated to pay either the required deposit or the total fees and charges referenced when booking your party or event. Such amount represents your minimum total spend for the event ("Minimum Total Spend"). Subject to availability and our approval, you may modify the type or amount of event services you have purchased with us up to 7 business days prior to the file event, provided you cannot reduce your Minimum Total Spend.
- 2. (a) If you are ordering our services online through our web portal, you agree to pay a deposit in the amount specified above in this contract, payable by credit card at the time of submitting your order to us. (b) If you are ordering our services other than through online means, you will deliver us a deposit in the amount specified in the contract, payable by credit card, ACH, (company check for Company Events Only) made payable to us, or cash at the time of signing this contract. No personal checks accepted. For Group Events after the deposit is paid, the balance owed is due three (3) business days prior to the date of the event. (c) You authorize us to charge any credit card on file with us as sums are due, including any costs for damage caused by you or your guests. (d) Upon signing this contract, your deposit is non-refundable but is transferable to another date, with 48-Hours' notice. Any deposit or previously delivered funds can be applied against the new event date, but you remain responsible for the remainder of the balance. You may cancel this contract and the event up to 30 days prior to the date of event at which time we will refund the total fees. (e) Events cannot be rescheduled without our express prior written consent.
- 3. If you provide us a credit card, we will apply all fees and charges incurred for the event against such card. You, however, remain responsible for all fees and charges incurred during the event.
- 4. All food and beverages (alcoholic & non-alcoholic) must be purchased from us. No outside food (excluding birthday cakes/cupcakes), beverages, DJs, live music, equipment, unapproved decorations are permitted. We are not responsible for any your property left unattended at the facilities.
- 5. We are solely providing the facilities, services and equipment expressly stated in this contract, and no other. Lane location will be selected at the sole discretion of the facility unless stated otherwise in this contract. Any requirement for setting up lighting or audio/video equipment not currently installed onsite must be approved in writing. If approved, you must deliver such equipment for testing at our facilities at least 72 hours prior to the event, and we may require the presence of additional personnel whose time will be charged back to you. Rates are available upon request. Your equipment is not guaranteed to operate with our facilities. We reserve the right to refuse any such requests.
- 6. Events may involve physical activity. You and your guests represent that you are in proper health to participate in such activities. You assume risks arising therefrom. We reserve the right to refuse entry due to age restrictions. 15 and under must be accompanied by an adult. Children 4 or younger should be assisted with any bowling or arcade activities. We reserve the right to refuse service and remove anyone from the facility which we reasonably believe threatens the safety of personnel or guests or causes damage to our facilities, including activity pertaining to: concealed weapons, intoxication, dress code violations, health/security, illegal drug activity, and/or any activity that violates federal, state, provincial or local laws. Other local restrictions and facility house rules may apply. You may not incorporate

- decorations, marketing, equipment, furniture or other similar items at the event without our prior written consent.
- 7. You are responsible for any and all damages, losses, claims and liability arising out of or related to your or your guests' use of the event facilities, equipment and services, or related to your event, including property damage or personal injury arising therefrom, and will release, indemnify and hold us harmless from damages, losses, claims and liability resulting therefrom (other than claims caused by our gross negligence or willful misconduct).
- 8. By signing this contract, the signer is attesting that he/she is authorized to sign this contract and hereby authorizes the credit card charges noted herein. We may send you marketing, advertising or promotional communication to the contact information you provided if you do not wish to receive such items, let us know.
- Our services and facilities are provided "as is" without any warranty or representation express or implied. WE ARE NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, GENERAL, EXEMPLARY, ECONOMIC DAMAGES ARISING FROM THIS CONTRACT OR OUR SERVICES. OUR LIABILITY, IF ANY, IN ALL CASES SHALL BE LIMITED TO AMOUNTS PAID TO US UNDER THIS AGREEMENT.
- 10. A 20% Service Fee is applied to all hosted group events. Child birthday parties will not be charged a service fee.
- 11. A 15% 20% Gratuity, selected during the scheduling process, is applied to all child birthday parties.
- 12. We are not responsible for any delay or failure in performance of any part to the extent that such delay or failure is caused by acts of God or other causes beyond our control. This contract is governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflicts of laws rules. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party in the State of Tennessee, in the City of Columbia, County of Maury.
- 13. By submitting any order for services or products to us, you are agreeing to our Party and Event Booking Terms. Your specific party or event offerings will be outlined in your emailed contract.