



Well Baby Center
12316 Venice Blvd. Mar Vista, CA 90066 310-402-BABY (2229)
www.wellbabycenter.org

Play Yard Rental Agreement

Well Baby Center's 1,250 square foot Play Yard is equipped with a natural wood climbing structure, playhouse, balance beam, picnic tables, and a variety of toys, making it the perfect location for birthday parties, play groups, classes, and other special events.

The Play Yard is available for rental Saturdays from 10:00 am to 5:00 pm and other days by request. Dates are held only after receipt of a signed Rental Agreement and full payment.

Well Baby Center provides:

- Play Yard equipment, toys, and kid-sized picnic tables.
- One folding table and 10 chairs, located in our garage. Staff will open the garage, however, renter is responsible for retrieval, set up, cleaning and return.
- Access to the refrigerator/freezer in our kitchen for cake and ice cream only. There is no room for storing additional food and no food preparation is allowed in the kitchen.
- A staff member to assist with accessing garage, bathrooms, kitchen, trash, and to monitor the facility.

Play Yard Rules include:

- Play cars and toys must be returned to their designated areas. No outside toys are permitted.
- The sandbox is, unfortunately, off limits.
- Children over 5 years of age are ***not permitted*** on the play structure.
- Food is restricted to rubber floor area only – no food is permitted on the turf/grass area.
- Alcohol and tobacco use are strictly prohibited on the premises.

Parking

- Parking in the rear of the yard is shared with clients of the clinic. You are allotted the 2 parking spaces to the far left (west side) of the 5-space parking lot.
- There is free parking on Pacific Avenue, which is one block south of Venice Blvd. To enter the Center through the parking lot, walk north on Centinela Ave and turn right into the alley.

Guests

- No more than 50 guests are permitted on the premises.
- All guests must enter through the alley and rear parking lot. The Center has ongoing clients and passing through the office can be disruptive to our services.
 - ***Please inform all guests of this policy.*** If guests attempt to enter through the front office, staff will redirect them to the rear entrance.

Deliveries

- All deliveries must be directed to the alley and rear entrance.



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Clean up

- Renter is responsible for leaving the Play Yard in the same condition as arrival.
- All trash must be taken to the dumpster at the conclusion of the rental.
- Well Baby Center does not provide cleaning materials.
- You will be charged for any necessary additional cleaning.

Rental Fees

A standard 3-hour rental is \$200 + \$100 refundable security deposit. Fee is \$100 for each additional hour.

Reservation Time

Rental is for the start and end time specified in this agreement. There may be more than one event on a particular day, so adherence to the agreed time is important.

If your event continues past the agreed time, you will be charged a \$100 for each additional 30 minutes.

Security Deposit

There is a \$100 security deposit. If all the terms of the Rental Agreement are met your deposit will be refunded in full.

However, you will forfeit your security deposit if any of the following occur:

- The facility is left unclean
- The rental time is extended
- There is damage to the property or equipment

Cancellations or Reschedules

- Full refunds will be issued for events cancelled at least 14 days prior to the event.
- A late cancellation fee of 50% of the total fee/deposit will be retained for events cancelled less than 14 days prior to the event.
- Requests to reschedule must be received at least 14 days prior to the event or will be subject to a late cancellation fee.

Reminders

Please remind all guests and vendors that they must enter the Play Yard through the rear entrance ONLY. We encourage you to give all guests a cell phone number where you can be reached in case they need assistance locating the entrance.



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ASSUMPTION OF RISK, WAIVER, RELEASE AND INDEMNITY AGREEMENT

1. THE INFANT/PARENT MENTAL HEALTH FOUNDATION, a California non-profit corporation, DBA WELL BABY CENTER (“Company”) is the tenant under that certain lease dated February 9, 2009 (together with all addenda and modifications thereto, the “Lease”), concerning premises located at 12316 and 12318 ½ Venice Boulevard, Los Angeles, California (the “Premises”). The undersigned is requesting that it be allowed to use the Premises and/or the outdoor playground area, which is part of the Premises on _____, 20__ for the following purpose _____ (the “Event”), to be attended by invitees of the undersigned or other persons attending or providing services to or for the Event (collectively, the “Participants”).

2. In consideration of Company making the Premises available to the undersigned for the Event, the undersigned hereby agrees, on behalf of myself, my children, my heirs, my assigns, my agents, my personal representatives and estate (collectively, “User”) and all Participants, to release and discharge Company, Company’s landlord under the Lease, and each of their respective members, partners, officers, directors, shareholders, agents, employees, representatives, volunteers, successors and assigns, and all other persons acting in any capacity on their behalf (collectively the “Company Parties”), as follows:

a. At least one (1) representative of Company shall be present at the Premises during the Event; however, the undersigned acknowledges that such representative(s) cannot provide adequate supervision for all Participants at the Event, and such representative(s) and/or Company is/are not responsible for the safety and supervision of any User or Participant. The undersigned is responsible for providing adequate supervision for User and Participants at the Event.

b. The undersigned acknowledges that the Event may involve anticipated and unanticipated risks which could result in physical or emotional injury to User or Participants or damage to property, including without limitation with respect to use of playground equipment and other apparatus (including, without limitation, blow-up children’s play equipment such as a so-called “bouncer,” etc.) at the Premises, whether brought there by or on behalf of the Company and/or User or Participants. Company must approve any toys or other equipment and/or apparatus to be brought to the premises by user or participants. **THE UNDERSIGNED EXPRESSLY ASSUMES ALL RISKS EXISTING IN THESE ACTIVITIES, WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, AND AGREES THAT ANY USER OR PARTICIPANTS PARTICIPATE IN THE EVENT AT THEIR OWN RISK AND IN SPITE OF THE RISKS.**

c. **USER HEREBY RELEASES AND FOREVER DISCHARGES COMPANY PARTIES, AND USER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY PARTIES, FROM AND AGAINST ANY AND ALL LIABILITIES, INJURIES, DAMAGES, LOSSES, COSTS (INCLUDING WITHOUT LIMITATION ATTORNEYS’ FEES), EXPENSES, DEMANDS, CLAIMS, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE EVENT OR USER’S OR PARTICIPANTS’ PARTICIPATION IN THE EVENT OR ANY ACTIVITIES AT THE EVENT, OR USER’S OR PARTICIPANTS’ USE OF THE PREMISES OR ANY EQUIPMENT, APPARATUS OR FACILITIES AT THE PREMISES, INCLUDING WITHOUT LIMITATION ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF ANY COMPANY PARTIES (BUT SUCH INDEMNITY SHALL NOT EXTEND TO AN INDEMNIFIED PERSON OR ENTITY TO THE EXTENT OF HIS, HER OR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT).**



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I have had sufficient opportunity to read and understand the Assumption of Risk, Waiver, Release and Indemnity Agreement and I agree to be bound by its terms.

Name: _____

Signature: _____ Date: _____

Rental Information

Renter Name: _____

Phone Number: _____ Alt. Phone: _____

Email Address: _____

How did you hear about us? _____

Date of Rental: _____ # of Hours: _____

Start Time: _____ End Time: _____

I have read and agree to follow the terms of this Play Yard Rental Agreement

Signature: _____ Date _____

Staff fills out this portion

Rental Fee: _____

Security Deposit: _____

Total Amount Due: _____

Date Paid: _____ Method: Check Credit Card (last four)# _____

Staff Name: _____

Signature: _____ Date _____