

# Event Contract

Contract Date: \_\_\_\_\_ 20\_\_\_\_\_

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Tel: (    ) \_\_\_\_\_ Fax: (    ) \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Event Coordinator: \_\_\_\_\_ Tel: (    ) \_\_\_\_\_

Caterer: \_\_\_\_\_ Tel: (    ) \_\_\_\_\_

## Availability

Family Classic Cars Facility, is available for rent to businesses, community organizations, individuals, groups and associations for meetings and other events for up to 500 guests.

Family Classic Cars Facility is "generally" available for private events Monday through Sunday between 6:00 pm and 12:00 am. All private events are contingent on the facilities own schedule of events and activities. Requests for information on date availability are given as of the date and time of the request.

## Fees

Our rental fee is based on the number of guests attending the event and covers the use of the use of our Facility, event consultation, and use of in-house audio visual equipment. All other requirements, including additional audio or visual equipment, removal of vehicles, valet, etc. are subject to additional charges. See our rate sheet which is incorporated in our Event Contract for additional fee. Except for December events, all rental fees and additional charges are due in full sixty (60) days prior to the scheduled Event. If the fees are not received by the due date, Family Classic Cars has the right to retain the entire fee as liquidated damages. In the event Family Classic Cars is able, in its sole option, to rent the facility on the cancelled Event date, the fee will be returned less the difference, if any, in the amount paid by the substituted renter.

## Event Contact

All events must start and end at the agreed time. No exceptions will be made unless otherwise agreed in writing.

## Accomodations/Event Coordinator

Family Classic Cars Event Coordinator will be available prior to the Event to assist with any questions regarding the facility and to verbally assist with the set-up and supervision. All events must have a Family Classic Cars Coordinator in the facility during the entire Event. A charge of \$50/hr will be billed to the Client for Coordination time during the event. A Coordinator will meet with the Client to discuss the event in detail to be sure the Event runs smoothly and as planned. Client will be provided with a facility diagram,

preferred vendor list and set-up. A walk through must be scheduled with Family Classic Cars Event Coordinator three (3) weeks prior to the scheduled Event and must include Client, Event Coordinator and the caterer. A final walk-through is required seven (7) days prior to Event with Family Classic Cars Event Coordinator must approve all floor plans and up on after final approval no changes may be made.

### **Catering**

All caterers must be approved in writing in advance by Family Classic Cars. It is suggested that the Client meet with the caterer and Family Classic Cars three (3) weeks prior to the Event date to become acquainted with the facilities and to discuss the timing for preparation, services, set-up and clean-up. Family Classic Cars reserves the right to determine which areas may be used for food and beverage services.

### **Event Photography**

Photos and videos are allowed in Family Classic Cars. No one is allowed to touch, open doors of, or sit in or sit on, the vehicles at any time. Family Classic Cars reserves the right and Client grants Family Classic Cars a non-exclusive license to utilize all photos and videos taken during your Event for promotional use. At Family Classic Cars request, you will provide copies of the photos and videos at Family Classic Cars cost.

### **Alcoholic Beverages**

No alcohol shall be served without the Client obtaining, prior to Event, a permit form the Alcoholic Beverage Control ("ABC") to serve alcoholic beverages in the Facility. The ABC permit must be lodged prior to commencement of your Event. A cash bar is permitted only through an ABC licensed caterer or beverage provider. All alcoholic beverages must stop being served at or before 11:00 pm. **The sobriety of all Clients's guests is the sole and full responsibility of the Client. Alcoholic beverages may only be served under the guidelines and regulations of the ABC and the permit issued for the Event.**

### **Rental Equipment**

All rental equipment must be delivered and picked up at the agreed contract event times. Any disregard of the delivery or pick-up is subject to an additional charge.

### **Décor and Entertainment**

All decorations must be flameproof and free standing and are subject to approval by Family Classic Cars Event Coordinator. No lighted candles are permitted. Small votives surrounded by glass are acceptable. No banners or signs may be attached to the walls inside or outside of the Facility. Birdseed, rice, confetti, glitter or any loose decoration may not be used in the Facility or the facility parking lot. The use of balloons are permitted upon the prior approval by Family Classic Cars Event Coordinator.

### **Maintenance During the Event**

For the Event, a catering manager is required to be on-site at all times from set-up to striking. Caterers are required to keep all food areas, bar areas and guest tables clean and free of all debris. Pre-busing is required during the course of the Event. A fee of \$75.00 per hour will be charged if Family Classic Cars personnel are required to assist with the maintenance during the Event.

### **Reservations and Deposits**

The refundable security, damage and cleaning deposit is \$1000.00, and must be paid at the time this Event Contract is signed. This security deposit is only refundable 30 days after the Event if the facility is left clean, there is no damage to the show vehicles or the facility, all fees due are paid and the Event is not cancelled. For all months other than December, the security deposit is refundable for cancellations received more than 90 days prior to the Event date. For the month of December, the security deposit and

the total rental fee are due 120 days prior to the Event and are non-refundable unless Family Classic Cars, at its sole option, schedules an Event on the same date. The amount refundable is less the difference, if any, in the amount paid by the substituted renter.

#### **Removal of Vehicles**

All Vehicles cannot be removed from the facility for Events. The stored vehicles can be rearranged or moved to accommodate your Event. If major movement of vehicles is required an additional cost may be charged to the client.

#### **Insurance Requirement**

All caterers and other vendors providing services for scheduled Events must provide a written copy of their Certificates of Insurance evidencing of the following coverages:

1. Worker's Compensation is required for all clients employees working the Event. If client volunteers are used, the policy should extend coverage to volunteers.
2. General Liability Insurance with minimum limits of \$1,000,000 per occurrence naming Family Classic Cars as **Additional Insured and Certificate Holder**.
3. Automotive Liability with minimum limits of \$1,000,000 per occurrence.
4. In the event that alcoholic beverages are being served, Liquor Law Liability in the amount of \$1,000,000.
5. All policies should be written with insurance companies having a minimum Best's Rating of A-VI, and should provide a 30-day Notice of Cancellation to Family Classic Cars.

#### **Clean-up After the Event**

All clean-up after the Event is the responsibility of Client. Client and Client's caterer must adhere to Family Classic Cars clean-up checklist. Family Classic Cars must be left in its original condition prior to setup. Trash containers must be emptied, cleaned and supplied with new liners. Any additional trash that does not fit in the outside containers must be bagged securely tied or sealed and taken out by the client immediately following the end of the Event. After the Event, Client and thhier caterers will be given a two hour time period for striking and clean-up and must adhere to Family Classic Cars specifications. If two hours are exceeded for clean-up, Client will be charged \$250.00 per hour for the extra time.

#### **No Security Provided**

The rental fees do not include the cost of any security. If security, is required, it shall be provided by Client at Client's cost. In the event Family Classic Cars determines security is required for the Event, the cost shall be added to the Rental Fees and paid by the Client. (See recommended Security Services)

#### **No Assignment of Agreement**

This Agreement may not be assigned by the Client, nor may Client sub-rent the Facilities. Client agrees to comply with, observe and enforce all federal, state and municipal laws and ordinances in connection with thier Event. In the event Family Classic Cars approves fund raiser or other event where Client is offering tickets to a limited group or to the general public, the use of the name Family Classic Cars and all advertising materials, etc. must be approved in advanced in writing by Family Classic Cars.

#### **Limitation of Owner's Liability**

Family Classic Cars, having exercised reasonable care, shall not be responsible for any injury suffered by Client, its agents, servants, or guests, either in person or to their property, other than by reason of gross negligence or willful misconduct by persons employed by Family Classic Cars. Family Classic Cars shall

further have no responsibility for loss or damage to the personal property of Client, its' agents, servants or guests. Family Classic Cars reserves the right to substitute equipment of similar capacity as it deems necessary. This Agreement shall not be deemed a personal contract of a kind which would deprive Family Classic Cars of the benefits of any exemption from or limitation of liability under applicable United states statutes, all of which are expressly claimed and reserved by Family Classic Cars.

**No Special or Consequential Damage**

Family Classic Cars shall not be liable for special or consequential damages, whether arising from Family Classic Cars negligence, breach of Agreement or otherwise. Family Classic Cars cannot be held responsible for extraordinary occurrences beyond its control which may interfere with the scheduled Events. The maximum liability arising from the inability of Family Classic Cars to furnish the services shall be limited to a refund of the fees paid.

**Indemnity**

Client agrees to indemnify, hold harmless and defend Family Classic Cars from all claims, actions or causes of action (including attorney's fees and all costs) (collectively, "Claims") arising out of or in any way connected to the Event including, without limitation, Claims for loss to property or personal injury to Client, Client's agents, servants, guests or any third party.

**Attorney's Fees and Costs**

If any action at law or equity or arbitration is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to any other relief to which such party may be entitled.

**EVENT CONTRACT SPECIFICS**

Event Name: \_\_\_\_\_

Event Date: \_\_\_\_\_

Number of Guests: \_\_\_\_\_ Show Room  Conference Room

Guest Arrival Time: \_\_\_\_\_ Guest Departure Time: \_\_\_\_\_

Set-up Time: \_\_\_\_\_ Strike Time: \_\_\_\_\_

Non-profit Charity Event?      Yes      No

Will Alcohol be Served?      Yes      No      Will Band/DJ be used?      Yes      No

**ESTIMATED CHARGES:**

Security deposit: \$1000.00 due with this signed Event Contract

Rental Fee\*: \$ \_\_\_\_\_

Vehicle Removal Fee: \$ \_\_\_\_\_

Additional Equipment Fees: \$ \_\_\_\_\_

Event Coordinator Fee: \$ \_\_\_\_\_

Cleaning Fee: \$ \_\_\_\_\_

Other Fees: \$ \_\_\_\_\_

ESTIMATED TOTAL: \$ \_\_\_\_\_

Due On: \_\_\_\_\_

*\*The Rental Fee is based on Client's estimate of the number of guests.*

*\*If the Event Date is more than six (6) months after the date of this Event Contract, the Rental Fee is subject to general increases that are imposed by Family Classic Cars from time to time.*

*Initial Here: \_\_\_\_\_*

**Submitted for consideration on:** \_\_\_\_\_

**Agreement Final and Complete**

This Event Contract represents the final and complete agreement of the parties for the rental of the Facility, and all prior written and oral agreements with respect to the rental of the Facility are hereby superseded by this Event Contract. Any modifications or additions to this Event Contract must be in writing and signed by all parties.

Client: \_\_\_\_\_

Applicant contacted with approval/denial: \_\_\_\_\_

Cleaning fee received on: \_\_\_\_\_

Security Guarantee letter received on: \_\_\_\_\_

Copy of the following permits received on:

Over 50 City Permit: \_\_\_\_\_

Alcohol Event: **ABC** \_\_\_\_\_

Other: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_