350 Chrome Place, Iola, WI 54945 (715) 445-4000 <u>ali@iolaoldcarshow.com</u>

This contract defines the terms and c	conditions under whicl	n Iola Old Car Show, Inc. dBA Iola Car			
Show, (hereinafter referred to as ICS)					
(hereinafter referred to as Customer) agree to Customer's use of the ICS facilities on					
	,	onstitutes the entire contract between			
the parties and becomes binding up amended or changed unless of	•				
amended of changed unless e	skeculeu in writing and				
Customer Information					
Customer Name:					
Address:					
Telephone:	Email:				
Contact Person (if different than Custo	mer):				
Telephone:	Email:				
Event Details					
Proposed Event:	Approx. #	f Guests:			
Date of Event: T	ime of Event:	until			
Venue Rental Start Date:	Venue Rental	Start Time:			
enue Rental End Date: Venue Rental End Time:					
Total Rental Hours:					
Venue Selection					
You have selected the following venues	s for your event at the l	CS.			
Activity Center Hal	ι	Special Exhibit			
Activity Center Meeting Room		Otto's Bar			
Activity Center Kite	Barn				

The venue(s) described above are reserved for Customer for the date and time agreed above. Please note the rental hours include all set-up hours and all clean-up hours of the venue by the customers. It is understood you will adhere to and follow the terms of this Contract, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents, or sub-contractors resulting from your use of the venue.

Make checks payable to Iola Car Show. A 4% surcharge will be applied to all credit card payments.

350 Chrome Place, Iola, WI 54945

(715) 445-4000

ali@iolaoldcarshow.com

Rental Deposit and Payment Contract

The total costs for use of the ICS facilities, as described in this contract, are listed below. To reserve the venue on the date requested, the ICS requires this contract to be signed by Customer and the initial down payment of 50% deposit to be due upon signing. The remainder of the balance will be due two weeks (14 days) prior to the event, by or before: ______.

Facility & Length of Rental (includes setup and cleanup)	Max Capacity	Cost	50% Deposit Required	Refundable Security Deposit	Initial of ICS & Customer
Activity Center Hall				-	
½ Day (Up to 6 Hours)	745	\$750	\$375	\$200	
Full Day (6-12 Hours)	745	\$1,500	\$750	\$400	
Weekend, ½ Room (Friday to Sunday)	370	\$1,500	\$750	\$400	
Weekend, Full Room (Friday to Sunday)	745	\$2,500	\$1,250	\$500	
Activity Center Meeting Room					
12-Hour Rental	100	\$300	\$150	\$100	
Activity Center Kitchen					
Includes walk-in cooler, fridge freezer, dishwasher, roaster ovens, coffee maker	-	\$750	-	-	
Special Exhibit Room					
½ Day (Up to 6 Hours)	660	\$800	\$400	\$100	
Full Day (6-12 Hours)	660	\$1,700	\$850	\$300	
Weekend (Friday to Sunday)	660	\$2,750	\$1,375	\$500	
Otto's Bar					
Up to 12 Hours	40	\$300	\$150	\$100	
Barn					
Weekend (Friday to Sunday)	200	\$1,000	\$500	\$300	
Special Event/Multi-Building					
To Be Determined				\$1,000	
Additional Setup/Cleanup Tim (maximum of 2 days prior to and after event, must be approved		\$250 p	er day		
Total Due Today:	(50% deposit + refundable security deposit)				
Remaining Balance:	Due by:				

Please return the signed rental contract, proof of insurance and "Due Today" amount to

Iola Car Show, 350 Chrome Place, Iola, WI 54945

350 Chrome Place, Iola, WI 54945 (715) 445-4000 <u>ali@iolaoldcarshow.com</u>

EVENT SET-UP & CLEAN-UP

- 1. All property belonging to Customer, Customer's invitees, guests, agents and subcontractors, and all equipment shall be delivered, set up and removed in the period agreed upon in this contract. If Customer requests additional time for set-up or clean-up, this must be agreed upon and approved by ICS prior to the event and charged at \$250/per additional day.
- 2. Customer shall be responsible for returning the Venue to the condition in which it was provided to them. All property remaining on the premises beyond the end of the rental contract will be removed by ICS resulting in additional charges of \$50/hour per employee.
- 3. In the event ICS staff is requested to assist with set-up, Customer will be billed at \$50/hour per employee. In the event ICS staff find the Venue in a worse condition in which it was provided to Customer, Customer will be billed at \$50/hour per employee for the restoration of facility.

DATE CHANGE & CANCELLATION POLICY

- Changes: In the unlikely event Customer is required to change the date of the event, ICS will
 make every effort to transfer the reservation to support the new date. Customer agrees that
 in the event of a date change, any expenses including, but not limited to deposits and fees
 that are non-transferable and/or non-refundable are the sole responsibility of Customer.
 Customer further understand that last-minute changes can impact the quality of the event,
 and that ICS is not responsible for these compromises in quality.
- 2. Cancellation: In the event Customer cancels the event, customer shall notify ICS immediately in writing or by email. Once cancelled, Customer shall be responsible for agreed liquidation damages as follows. The parties agree that the liquidated damages are reasonable.
 - A. In the event Customer cancels the event more than one year prior to the event, Customer shall forfeit to ICS as liquidated damages one-half (1/2) of deposit.
 - B. In the event customer cancels the event less than one year but not more than six months prior to the event, Customer shall forfeit to ICS as liquidated damages the entire deposit.
 - C. In the event Customer cancels the event less than six (6) months but more than three (3) months prior to the event, Customer shall forfeit to ICS as liquidated damages fifty percent (50 %) of the rental fee.
 - D. In the event customer cancels the event less than three (3) months prior to the event, Customer shall forfeit to ICS as liquidated damages the entire rental fee.

CONDITIONS OF USE

Customer's activities during the Rental Period must be compatible with use of the building/grounds and activities in areas adjacent to the Rental Space and building. This includes but is not limited to playing loud music or making any noise at a level that is not reasonable under the circumstances. Smoking is not permitted anywhere in the buildings. The Rental Space must be cleaned and returned to a condition at the end of an event to a reasonable appearance as it was prior to the rental. Customer is responsible for the removal of all decorations and trash from the property or placed in a dumpster provided on site.

350 Chrome Place, Iola, WI 54945 (715) 445-4000 <u>ali@iolaoldcarshow.com</u>

INDEMNITY

Customer agrees to indemnify and hold harmless ICS, its officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Contract, negligence actions, willful misconduct or omissions of Customer, and Customer's guests, invitees, agents and sub-contractors.

INSURANCE

ICS shall carry liability and other insurance in such dollar amount as deemed necessary by ICS to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). **Customer shall carry Special Event Liability Insurance, Host Liquor Liability Insurance**, if applicable, and other necessary insurance in the amount of no less than One Million Dollars (\$1,000,000) to protect itself against any claims arising from any officially scheduled activities during the event/program period(s); and to indemnify ICS which shall be named as an additional insured for the duration of this Contract. Proof of insurance must be provided with contract.

ALCOHOLIC BEVERAGES

The ICS will not pick up or sell any alcoholic beverages – It is understood and agreed that Customer may serve beverages containing alcohol (including but not limit to beer, wine, champagne, mixeddrinks with liquor, etc., by way of example) hereinafter call "Alcohol", upon the following terms and conditions:

- 1. Under NO circumstances shall Client(s) sell or attempt to sell any Alcohol to anyone.
- 2. Customer shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian.
- 3. Waupaca County ordinance requires a security officer to be present if alcohol is being served at a gathering. It is the responsibility of Customer to schedule this through the Iola Police Department (715-445-4353) at least two (2) weeks prior to the date of event.
- 4. Customer hereby expressly grants to ICS, at ICS's sole discretion and option, to instruct the security officer(s) to remove any person(s) from the Venue, if in the opinion of the ICS representative in charge, the licensed and bonded Bartender and/or the security officer(s) the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.
- 5. Customer hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at Customer's function or event.

RESERVATION OF RIGHTS

ICS reserves the right to cancel contracts for non-payment or for non-compliance with any of the Rules and Conditions of Usage set forth in the Contract. The rights of ICS as set-forth in this Contract are in addition to any rights or remedies which may be available to ICS at law or equity. ICS reserves the right to have access to all rooms at the venue at all times and to restrict or revoke access.

Customer (Print Name)		ICS Rep (Print Name)	
Customer Signature		ICS Rep Signature	
Date		Date	
	Reservations are taken on	a first-come, first-serve basis.	

You booking will be locked in upon receipt of required documents, deposit and ICS rep signing of contract.