1. For all purposes of this agreement, the person(s) signing this agreement shall hereby be referred to as **“Client”**, and The Automobile Gallery, Inc. shall be referred to as **“Gallery”**.
2. A 50% deposit for the selected function room space must accompany this agreement at signing. Full payment of selected function room fee must be paid no later than 60 days prior to Client’s function unless otherwise agreed by Gallery.
3. Any account over 30 days past invoice date will be charged a 1-1/2% interest rate per month or the highest amount allowed by law.
4. Cancellation fees will apply as follows should Client cancel their function. 25% fee signature date to 91 days, 50% fee 90 to 61 days, 75% fee 60 to 31 days, and 100% fee 30 to 0 days.
5. Client disclosed their room requirements in the Gallery Reservation Agreement. Should Client’s requirements change from what was agreed in the Reservation Agreement, additional fees may apply and will be discussed and agreed upon by both parties in advance of the function. A new Reservations Agreement shall also be executed to document agreed upon services and any associated costs for the changes. Note: changes are not accepted until an updated, mutually executed Reservation Agreement is on file.
6. Client agrees to pay all applicable taxes and gratuities on sales and services rendered in connection with the function.
7. Only licensed caterers may serve food at the Gallery.  Client is not permitted to bring any other food or beverages into the Gallery.
8. Beverage service must be provided by licensed Gallery bartenders. Client is not permitted to either provide beverages for the function or leave the Gallery with alcoholic beverages at any time during or after the function. Gallery reserves the right to refuse beverage service to any guest at the Gallery’s discretion.
9. Services arranged by Client with a caterer represent an agreement directly between Client and the service provider. Client is encouraged to clearly specify their requirements and closely review all agreements reached with their provider.
10. Food and beverages are only allowed in designated areas of the Gallery.
11. Any damage to function room, equipment, tables, chairs, or any other Gallery property, including vehicles will be billed to the client.
12. All guests must not go beyond the exhibit barriers or touch cars or displays: violation will results in expulsion of the guest from the Gallery
13. Children must be accompanied by an adult at all times when outside of the function area.
14. Smoking is not allowed in any area inside the Gallery or near the entrance door. Smoking is only permitted on the patio and where there are smoking receptacles.
15. Clients and their guest may not sit, eat or drink in the automobiles. Only specifically designated automobiles may be sat in for photo opportunities.
16. In the event that the room selected would not be available for use, Gallery and Client agree to discuss mutually agreeable arrangements to host the function in another area of Gallery.
17. All equipment, decorations, etc…require Gallery approval. Candles must have a covered flame and no confetti or sparkles in the event room. Fog or smoke machines are not permitted. Items may not be hung or secured in any way that would mar any surface, including function room posts, beams and walls. Tape is not permitted on any Gallery surface. A $250 cleaning fee will be assessed should extensive clean-up be required.
18. The Client absolves and agrees to hold Gallery, its Staff, Board of Directors and Volunteers harmless from any and all damage, which may be sustained by equipment or property of the Gallery. Any items left at the Gallery are not covered by the Gallery insurance policy.
19. In consideration of the participation of the Client, The Gallery along with its governing bodies, officers, volunteers and staff are totally released from any liability of any kind or character that may be incurred in connection with said function.
20. The Gallery shall be held harmless for any cost incurred due to the cancellation of the Client’s function by the Gallery due to an “act of nature.” This may include but is not limited to: tornado, fire, flooding, severe weather or power outages. If this occurs, the Gallery will refund in full any Gallery deposits. Any deposits for catering are between the Client and the caterer.
21. If for any reason a state of emergency is declared by the federal, state, county or city governments requiring the closure of business, the Gallery shall not be held liable for any costs or losses of said function by the Client. In the case of closure the Gallery will refund in full any Gallery deposits. Any deposits for catering are between the Client and the caterer.
22. If for any reason legal action would need to be taken to enforce this agreement, all lawsuits shall be litigated in the Circuit or Superior Courts of Brown County, Wisconsin. If any legal action occurs due to a disagreement of these terms, collection of account balances or for any other reason, the Client shall pay all Gallery related legal fees, court costs and any other expenses incurred.
23. Gallery agrees the following services are included in the agreed upon function room rental rate: room setup, tables, table cloths (black), chairs, audio visual equipment (not including laptops, ipads or teleconference/webinars) and security services provided by a professional security service if needed.
24. An hourly rate of $250 will apply for guest departures after the departure time that is agreed to by Client.

I have read and agree to the “Terms of Agreement”

\_\_\_\_\_\_\_

Initials Date