



EVENT CONTRACT

Agreement Date		
Name		
Address		
City	State	Zip
Phone	Fax	Email
Person to Contact		Phone
Event Coordinator		Phone
Caterer		Phone

TERMS

For purposes of this Agreement, Unser Racing Museum, Inc., hereinafter shall be referred to, as **Jerry's Garage**, and Facilities shall be defined as the Unser Racing Museum, located at 1776 Montañó NW, Village of Los Ranchos de Albuquerque, New Mexico.

AVAILABILITY

Jerry's Garage is available for rent to businesses, community organizations, individuals, groups, and associations for dinners, receptions, meetings, and other events for up to 200 guests.

Jerry's Garage is generally available for private events seven days a week between the hours of 5:30pm and 10:00pm Sunday thru Thursday and from 5:30pm till 11:00pm on Friday and Saturday. All private events are contingent on the museum's own schedule of events and activities. Requests for information on date availability are given as of the date and time of the request.

FEES

The rental fee is based on the number of guests attending the function and covers the use of the facility, tables and chairs for up to 200 guests, podium, projection screen, CD, DVD, cordless microphone, and flameless candle lights. All other requirements, including additional audio and visual equipment, valet, etc., are subject to additional charges. All rental fees and additional charges are due 45 days before the Event. If the fees are not received by the due date, **Jerry's Garage** reserves the right to cancel the Event. If the Client cancels within 30 days of the Event and after the fees have been received, **Jerry's Garage** has the right to retain the entire fee as liquidation damages. In the event **Jerry's Garage** is able to rent the facility on the canceled Event date, the fee will be returned less the difference, if any, in the amount paid by the substituted renter.

JERRY'S GARAGE at the Unser Racing Museum

1776 Montañó NW – Village of Los Ranchos de Albuquerque, New Mexico 87107
Phone: 505-341-1776 | Fax: 505-342-1776 | Website: www.unserracingmuseum.com

TIMES FOR EVENTS

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

ACCOMMODATIONS / EVENT COORDINATION

Jerry's Garage personnel will be available prior to the Event to assist with any questions regarding the facility and to verbally assist with setup and supervision. Personnel from **Jerry's Garage** will be in the Museum during the entire Event. Personnel from **Jerry's Garage** will meet with the Client to discuss the Event in detail to be sure the Event will run smoothly and as planned. Client will be provided with a facility diagram of the table arrangements, designated area(s) for the bar, delivery instructions, and setup and striking times. A walk-through must be scheduled with **Jerry's Garage** personnel two (2) weeks prior to the scheduled Event and must include the Client and the caterer. **Jerry's Garage** must approve all plans, and upon final approval, no changes may be made.

CATERING

It is mandatory that a professional caterer be employed by the Client to handle food and beverage services. **Jerry's Garage** must approve all caterers in writing in advance. It is the policy of **Jerry's Garage** that paper and plastic goods are not acceptable, with the exception of cocktail napkins.

No food preparation or cooking is allowed in the museum. A separate area is available for holding and plating food, which includes electrical outlets, sinks, refrigerator, commercial coffee maker, and separate entry. This catering area must be kept clean and sanitary according to Health Department Standards. Caterer must attend walk-through with the Client and **Jerry's Garage** personnel two (2) weeks prior to the Event to discuss the timing for setup, serving, and cleanup. **Jerry's Garage** reserves the right to determine which areas may be used for food and beverage service.

EVENT PHOTOGRAPHY

Photos are allowed in the entire Unser Racing Museum. Videos are only allowed in the part of the Unser Racing Museum designated as **Jerry's Garage**. No one is allowed to touch, open doors of, sit in, or sit on the show vehicles at any time. **Jerry's Garage** reserves the right and the Client grants to **Jerry's Garage** a non-exclusive license to utilize any photos taken during the Event for promotional use. At **Jerry's Garage's** request, the Client will provide copies of the photos at **Jerry's Garage's** cost.

ALCOHOLIC BEVERAGES

No alcohol shall be served without the Client obtaining, prior to the Event, a permit from the Alcohol Beverage Control (ABC) to serve alcoholic beverages in the facilities. Said permit must be lodged with **Jerry's Garage** prior to commencement of the Event. A cash bar is permitted only through an ABC licensed caterer or beverage provider. All New Mexico State Laws must be followed with regard to obtaining and serving alcoholic beverages. Food must be provided and guests must have the same quality of non-alcoholic beverages available as alcoholic beverages. The sobriety of all the Clients guests is the responsibility of the Client.

VALET REQUIREMENT

Valet parking is mandatory for all Events involving 150 or more guests. **Jerry's Garage** will provide valet service, or a subcontractor employed by **Jerry's Garage**, at an additional charge to the Client.

DECORATIONS

All decorations must be flameproof and free standing and are subject to approval by **Jerry's Garage**. No lighted candles are permitted. Flameless candles are available upon request. No banners or signs may be attached to the walls inside or outside the Facility. Birdseed, rice, confetti, glitter or any loose decorations may not be used in the Facility or on the grounds of the Facility.

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ENTERTAINMENT

Jerry's Garage must approve all entertainment.

BUSINESS MEETINGS

Seating can be arranged at 72" round tables or 8' rectangular tables for up to 200. The Board Room at the Unser Racing Museum is also available for smaller groups for meetings or a catered breakfast, lunch, or dinner. The conference table seats 14 comfortably.

MAINTENANCE DURING THE EVENT

For the Event a catering manager is required to be on site at all times from setup to striking. Caterers are required to keep all food areas, bar areas, and guest tables clean and free of debris. Pre-busing is required during the course of the Event. A Fee of \$75.00 per half hour will be charged if **Jerry's Garage** 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 three (3) days after the event if the Facility is left clean, there is no damage to the museum property or facility, all fees are paid, and the Event is not canceled. The security deposit is refundable for cancellations received more than 30 days prior to the Event date if **Jerry's Garage** can schedule an Event on the same date. The amount refundable is less the difference, if any, in the amount paid by the substituted renter.

INSURANCE REQUIREMENTS

All caterers and other vendors providing services for scheduled Events must provide a hard copy of Certificates of Insurance indicating evidence of the following coverage's:

- Worker's Compensation is required for all employees working the Event. If volunteers are used, the policy should extend coverage to the volunteers.
- General Liability Insurance with minimum limits of \$1,000.00 per occurrence naming Unser Racing Museum as Additional Insured and Certificate Holder.
- Automotive Liability with minimum limits of \$1,000.00 per occurrence.
- In the event that alcoholic beverages are being served, Liquor Law Liability in the amount of \$1,000.00.
- All policies should be written with insurance companies having a minimum Best's Rating of A-V1, and should provide a 30-day Notice of Cancellation to the Unser Racing Museum.

CLEAN UP AFTER THE EVENT

All clean up after the Event is the responsibility of the Client and the Client's caterer. **Jerry's Garage** must be left in its original condition prior to setup. Trash containers must be emptied. All trash generated by food service must be bagged, securely tied, and taken away by the caterer immediately following the Event. After the Event the Client and the caterer will be given one (1) hour for striking and cleanup. If the hour is exceeded for cleanup an additional charge of \$100.00 per hour will be billed to the Client.

NO SECURITY PROVIDED

The Rental Fees do not include the cost of any security. Security, if required, shall be provided by the Client at the Client's cost. In the Event **Jerry's Garage** determines that security is required for the event, the cost shall be added to the Rental Fees and paid by the Client.

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SMOKE FREE ENVIRONMENT

Pursuant to State Laws, the Unser Racing Museum and **Jerry's Garage** has adopted a smoke-free policy in all parts of the Facilities. The Client shall inform all guests of the smoke-free policy, i.e., no smoking is allowed in the Facilities.

DAMAGE TO THE FACILITIES AND SHOW VEHICLES

The Client shall pay the replacement value of all property and equipment lost or stolen and the cost of repairing all damages to the Show Vehicles, Facilities, its furnishings and equipment.

NO ASSIGNMENT OF AGREEMENT

The Client may not assign this Agreement, nor may the Client sub-rent the Facilities. The Client agrees to comply with, observe, and enforce all federal, state, and municipal laws and ordinances in connection with said Event. In the Event **Jerry's Garage** approves a fund-raiser or other event where the Client is offering tickets to a limited group or the general public, the use of the name **Jerry's Garage** and all advertising materials, etc., must be approved in advance, in writing, by **Jerry's Garage**.

LIMITATION OF OWNER'S LIABILITY

Jerry's Garage having exercised reasonable care, shall not be responsible for any injury suffered by the Client, its agents, servants, or guests, either in person or property, other than by reason of gross negligence or willful misconduct of persons employed by **Jerry's Garage** on or about the Facilities. **Jerry's Garage** shall further have no responsibility for loss or damage to the personal property of the Client, its agents, servants, or guests. This Agreement shall not be deemed a personal contract of a kind which would deprive **Jerry's Garage** of the benefits of any exemption from of limitation of liability under applicable United States statutes, all of which are expressly claimed and reserved by **Jerry's Garage**.

NO SPECIAL OR CONSEQUENTIAL DAMAGE

Jerry's Garage shall not be liable for special or consequential damages, whether arising from **Jerry's Garage** negligence, breach of Agreement, or otherwise. **Jerry's Garage** 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 **Jerry's Garage** to furnish the services shall be limited to a refund of the fees paid.

ATTORNEY FEES AND COSTS

If any action at law 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 said party may be entitled.

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SIGNATURE PAGE OF CONTRACT AND EVENT SPECIFICS

EVENT INFORMATION

Event Name _____

Event Date _____

Number of Guests _____

Arrival Time _____

Departure Time _____

Setup Start Time _____

Strike End Time _____

FEES AND TOTAL

Rental Fees _____

Other Fees _____

Total _____

FACILITY REQUIREMENTS *(Include Quantity)*

☐ Tables Qty _____

☐ Audio Qty _____

☐ Projection Screen Qty _____

☐ Table Lighting Qty _____

☐ Video Qty _____

☐ Easels Qty _____

☐ Chairs Qty _____

☐ Podium Qty _____

☐ Computer Jack Qty _____

☐ Bar Qty _____

☐ Microphone Qty _____

☐ Handicap Qty _____

☐ Centerpiece Containers Qty _____

☐ DVD Player Qty _____

SPECIAL REQUIREMENTS *(Include All Special Needs)*

AGREEMENT FINAL AND COMPLETE

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

CLIENT

CATERER

JERRY'S GARAGE

Date

Date

Date

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