



City of Star  
 Mail: P.O. Box 130  
 Physical: 10769 W. State Street  
 Star, ID 83669  
 208-286-7247  
 staridaho@staridaho.org

## PARK RENTAL AGREEMENT

Contact Name:	
Organization Name:	
Phone:	Email:
Date of Event:	Expected # of Guests:
Event Description:	
Start Time:	End Time: <i>(be sure to include time for setup and cleanup)</i>
Will Alcohol be Sold? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, an Alcohol Catering Permit must be completed)</i>	
Park Requested	<input type="checkbox"/> Blake Haven Park <input type="checkbox"/> Riverwalk Park <input type="checkbox"/> Tom Erlebach Skatepark <input type="checkbox"/> Waggin' Tails Dog Park

This agreement is made and effective on \_\_\_\_\_ between the City of Star, a municipal corporation of the State of Idaho, (Facility Owner) and \_\_\_\_\_ (Renter) All park facilities owned and operated by the City of Star, and use of all or a portion of the Facility is governed by the Star City Code. This fully executed agreement, a paid or waived rental fee(s), and a City of Star Alcohol Catering Permit Application (if applicable) constitute a complete Park Rental Agreement. In consideration of the mutual covenants contained in this agreement, the Facility Owner rents the requested park Facility in, Star, Idaho to the Renter under the following terms and conditions:

### TERMS AND CONDITIONS (Read and Initial each item)

\_\_\_\_\_ **Alcohol** Alcohol sold at any City of Star park facility must be served by an Idaho licensed alcohol server, and an Alcohol Catering Permit must be submitted and approved at least five calendar days prior to the event/activity. If alcohol will be sold at any City of Star park facility, the Renter agrees to comply with the laws of the State of Idaho when using and selling alcohol.

\_\_\_\_\_ **Non-Smoking Facilities** Smoking, vaping and use of e-cigarettes are prohibited anywhere in Star parks.

\_\_\_\_\_ **Decorations** Facilities must be cleared of all items, including boxes, brochures, projectors, displays, etc. at the end of the rental. No items may be tacked, glued, stapled, or taped to city property.



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\_\_\_\_\_ **Prohibited** The Facility Owner and the Renter agree that the following or similar uses and items are strictly prohibited because of damage that could result: open flames, use of gasoline, fuels, oil lanterns or electrical equipment engines, motors or machinery, candles, glitter, confetti, straw, rice, birdseed, hay, duct tape. The Renter agrees to pay to repair damage the Renter or Renter's representative, agent, guest, or visitor causes or allows.

\_\_\_\_\_ **Noise All** music must conclude by ten o'clock (10:00) P.M. Amplified sound is allowed but must be noted on the permit. The volume of sound must be kept low enough not to disturb other area users and adjacent residential neighborhoods.

\_\_\_\_\_ **Fees and Refundable Deposit** The Renter agrees to pay the Facility Owner the deposit and fee due prior to using the Facility and/or equipment. The deposit and fee amounts are set by resolution of the Star City Council and are included on the city's fee schedule. The Renter agrees to clean the Facility and equipment, and after the Renter's activity or event, return possession of the Facility and equipment to the Facility Owner in the same condition as when the Renter received it, normal wear and tear excepted. Expenses incurred by the Facility Owner to clean or repair the Facility and/or equipment will be deducted from the Renter's deposit. The balance of the deposit, if any, will be returned to the Renter. If the expense to repair or clean the Facility and/or equipment incurred by the Facility Owner exceeds the deposit, the Renter agrees to pay the Facility Owner the additional amount.

\_\_\_\_\_ **Cleaning** The Facility and equipment will be in a clean condition prior to the Renter's activity or event. Cleaning must be complete by the end of the contract period and cannot be delayed until the following day. The Renter agrees to deliver the Facility to the Facility Owner in as good condition as at the beginning of this agreement, including cleaning the Facility and collecting, bagging, and removing trash from the Facility after the Renter's activity or event. The Renter agrees to pay the costs of cleaning or repairing any damage caused by any act of the Renter or the Renter's employees, agents or anyone visiting the Facility during the Renter's date and time of use. The Facility Owner and the Renter agree that the determination of whether the Facility and equipment are clean or damaged is in the sole discretion of the Facility Owner.

\_\_\_\_\_ **Facility** Facilities are available for use on a first-come, first-served basis unless previously reserved by calling 208-286-7247 or visiting City Hall. The Facility Owner may inspect the Facility at any time if the Facility Owner suspects the terms and conditions of this agreement are being violated. An individual may be removed, or this agreement terminated by the Facility Owner if the individual refuses to comply with the Star City Code or the terms and conditions of this agreement. The Facility Owner may decline to rent the Facility to anyone who in the past has not complied with Star City Code or the terms and conditions of their agreement with the city.

\_\_\_\_\_ **Safe and Legal Use** The Renter agrees to comply with all applicable local, state, and federal laws, and use the Facility and equipment in a safe manner.

\_\_\_\_\_ **Insurance** Insurance may be requested naming the City of Star as additionally insured.

\_\_\_\_\_ **Liability** The Renter acknowledges the risk of large gatherings of people at one location and hereby assumes the risk of loss associated with renting the Facility. The Renter releases and agrees to hold harmless the Facility Owner and its officers, agents, employees, and representatives, from any claim, demand, loss, cost, or damage that may arise in connection with the Renter's rental of the facility. The Facility Owner does not represent or warranty



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that the property is fit for any particular purpose and does not assume any liability or responsibility for any personal property placed in the Facility during the Renter's date and time of use.

\_\_\_\_\_ **Abandoned Property** The Renter and Facility Owner agree that the Facility Owner has the sole right to the custody of any personal property remaining at the Facility after the Renter's activity/event is over, and the property is deemed abandoned and becomes property of the Facility Owner after five business days following the date of Renter's use of the Facility.

\_\_\_\_\_ **Assignment or Subletting Prohibited** Neither party may assign this rental agreement or sublet all or a portion of the Facility without the prior written consent of the Facility Owner.

\_\_\_\_\_ **Impossibility** The Renter releases and waives any claim against the Facility Owner for any loss or damage due to any defect of the water, sewer, drainage, heating, electrical, ventilation, or refrigeration system in, at, or connected to the Facility that occurs while in connection with Renter's activity or event. If any part of one or more of these systems fails or is damaged by natural causes, fire, strikes, failure of utilities, or Act of God which, in the sole discretion of the Facility Owner, renders the fulfillment of this rental agreement by the Facility Owner impossible, then the Renter releases Facility Owner, its officers, representatives, agents, and employees from any demand or claim for loss or damage arising from any of these causes.

\_\_\_\_\_ **Applicable Law** This agreement shall be governed according to the laws of the State of Idaho.

\_\_\_\_\_ **Binding Agreement** This agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

**FACILITY OWNER:**

**FACILITY RENTER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

**OFFICE USE ONLY**

TOTAL AMOUNT DUE WITH \$50 REFUNDABLE DEPOSIT: \_\_\_\_\_

RECD ON: \_\_\_\_\_ Cash Check # \_\_\_\_\_ CC Ref# \_\_\_\_\_