

## **RIVERHOUSE RENTAL AGREEMENT**

Contact & Organization Name:		
Deposit Refund Mailing Address:		
Phone:	Email:	
Date of Event:	Expected # of Guests:	
Event Description:		
Please enter your event's start and end time. You will be given 1 free hour prior to start for setup		
and 1 free hour after your end time for cleanup. Any additional time needed must be included in		
the event rental time.		
Event Start Time:	Event End Time:	
Will Alcohol be Sold?	(If yes, an Alcohol Catering Permit must be completed)	

This agreement is made and effective on \_\_\_\_\_\_\_between the City of Star, a municipal corporation of the State of Idaho, (Facility Owner) and \_\_\_\_\_\_\_ (Renter The Riverhouse is 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 Riverhouse Rental Agreement. In consideration of the mutual covenants contained in this agreement, the Facility Owner rents the Riverhouse at 960 S. Main Street, Star, Idaho to the Renter under the following terms and conditions:

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

**Capacity** The maximum capacity of the Riverhouse is 110. The Renter agrees to not cause or allow more than 160 individuals to be in the Riverhouse at one time.

**Alcohol** Alcohol sold at the Riverhouse 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 the Riverhouse, the Renter agrees to comply with the laws of the State of Idaho when using and selling alcohol.

Non-Smoking Facility Smoking, vaping and use of e-cigarettes are prohibited anywhere on the property.



**Decorations** Meeting rooms 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 walls, doors, or windows of the room. A cleaning checklist will be provided with the rental key. Failure to complete any of the close-out tasks on the list will result in the cleaning deposit being forfeited.

**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, drinks with red or purple dye, duct tape, fastening decorations to or hanging decorations on the projector, screen, lights or fixtures, cabinets, doors, walls, or windows; denting, creating a hole, installing a hook, fastener, or inserting thumb tacks of any kind into the facility's walls, ceiling, or woodwork; or scarring or marking a window sill. The Renter agrees to pay to repair the 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 the Facility Owner exceeds the deposit, the Renter agrees to pay the Facility Owner the additional amount.

**\_\_\_\_\_ Cleaning** The Riverhouse 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. If the Renter would like to clean the facility the day following the activity or event, then that day needs included in the date and time of use, and the appropriate fee paid. The Renter agrees to deliver the Riverhouse 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 to fixtures, furniture or furnishings, walls, windows, ceiling, doors, flooring, kitchen, bathrooms, or electrical equipment caused by any act of the Renter or the Renter's employees, agents or anyone visiting the Riverhouse 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. When in doubt, LEAVE NO TRACE.

**Facility** The Facility Owner at a large expense remodeled the Riverhouse into an event center for Star with audio/video projection system and screen, warming kitchen, restrooms, and light-weight tables and chairs. The Renter must provide the city with a complete Riverhouse Rental Agreement and payment in full prior to occupying or using the facility. The facility and equipment are available for use on a first-come, first-served basis. The Facility



Owner may enter the Riverhouse at any time to inspect the facility and/or equipment 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.

**Utilities, Kitchen, and Restrooms** Use of the utilities, kitchen and restrooms is included in the fee to rent the Riverhouse. The kitchen is only for keeping food warm, final food presentation, serving and bussing. The kitchen does not contain dishes, glassware, knives, utensils, pots, or pans. The Renter agrees not to prepare or cook food in the kitchen.

**Access** The sidewalks, doorways, and halls providing access to the facility are only for loading/unloading items for an activity or event, and for individual ingress/egress. Obstructing sidewalks, doorways, and halls is prohibited. The Renter agrees to not cover or obstruct windows in the facility, including light fixtures, without prior written consent from the Facility Owner.

**\_\_\_\_\_** 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.

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 Riverhouse. 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 Riverhouse. The Facility Owner does not represent or warranty that the property is fit for any particular purpose and does not assume any liability or responsibility for any personal property placed in the Riverhouse 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.

**Riverhouse Rental Agreement** 



**Access** The Renter agrees to access the facility only during the hours approved in the contract. Entering the building early or extending your stay without the written consent of the Facility Owner could result in additional rental fees being taken out of your deposit.

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

\_\_\_\_\_ 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.

\_\_\_\_\_\_ RENTER WILL NOT OPERATE THE PANEL WALLS WITHOUT CITY STAFF PRESENT. FAILURE TO COMPLY WITH THIS REQUEST WILL RESULT IN FORFEITURE OF YOUR DEPOSIT PLUS ANY ADDITIONAL COSTS TO REPAIR. If you want the wall panels, put up or taken down, please text 208-724-7151.

- Review the availability calendar below before sending in the rental agreement (staridaho.org/riverhouse).
- If your date is available, you will receive confirmation of your reservation with payment options within one week of submitting the rental agreement. Your reservation will not appear on the calendar until your first payment has been made.
- One week before your event you will be emailed check-in instructions.

FACILITY RENTER:	FACILITY OWNER:
Signature	Signature
Printed Name	Printed Name
OFFICE USE ONLY	
INSURANCE REQUIRED?  VES  NO ALCC	DHOL CATERING PERMIT REQUIRED?  VES  NO