

SPECIAL EVENTS RENTAL AGREEMENT



(Weddings/Parties/Business Conferences/Political Gatherings/
Fundraisers, etc.)

Blanchard Area Seniors Incorporated
P.O. Box 127, Blanchard, Idaho 83804
Physical location: 685 Rusho Lane
208-437-1037

THIS RENTAL AGREEMENT is hereby entered into by and between BLANCHARD AREA SENIORS, INCORPORATED, AKA BASIC (LESSOR) and _____(LESSEE) regarding the rental of the Blanchard Senior/Community Center, use of facilities, grounds and services according to the terms and conditions herein.

The undersigned, individually and personally, and on behalf of the private party or organization they represent will be responsible for all breakage and damage done to the interior and/or any of the contents of the building, facility grounds and fixtures within or thereon. This includes any costs for replacement and/or repair. All expenses for returning the facility to its original condition or as a result of third party damage arising during rental period shall be borne by the undersigned individually and personally and on behalf of the organization they represent.

To the fullest extent permitted by law, the LESSEE shall indemnify, defend and hold harmless the LESSOR (BASIC), their officers, directors, staff, member representatives, volunteers, affiliates and all co-sponsoring groups. BASIC and their staff and representatives as described above will be held harmless from and against, any, and all suits, claims, actions, losses, costs, including attorney fees, penalties, damages, and loss of whatsoever kind or nature, including loss or damage of property, injury or death to self or third parties, employees or guests of LESSEE, arising out of, in connection with, or incident of LESSEE performance or actions or use of the facilities or grounds. The LESSEE agrees to RELEASE AND DISCHARGE any and all claims of death, personal injury or damage and fully understands the contents of this agreement are binding to heirs, next of kin spouses, assigns and self.

A non-refundable Reservation Fee in the amount of **\$25.00** shall be paid in cash at the time the contract is signed in order to save the date. A Damage Deposit/Assurance Fee is required at least 15 days in advance of the event and is non-refundable in case of cancellation less than 15 days prior to the event. The Damage Deposit/Assurance Fee is in the amount of **\$50.00**. If alcohol is to be consumed at a party/event a **\$500.00** Damage Deposit/Assurance Fee is required. The Damage Deposit/Assurance Fee is however, conditionally refundable within three weeks following the rental period upon satisfactory inspection of the premises by the LESSOR. It is understood that in case of damage the deposit can be used by the LESSOR to repair damage, re-key the building if keys are misplaced, and/or pay for cleaning or for any reasonable need in order to return the facility and grounds to the same condition as previous to this agreement. In the event the premises are damaged beyond the secured Damage Deposit amount the LESSOR shall be entitled to reimbursement from LESSEE upon submission of a bill to LESSEE reflecting damages and the resulting expenses. The Rental Fee in the amount of **\$75.00** is also due 15 days prior to the event.

Both parties may only modify this rental agreement in writing with such modification requiring both signatures. This Rental Agreement includes a Facility Reservation Agreement and additionally the Facility Usage Guidelines /Rules and these documents are the entire agreement. Signature on this form by LESSEE constitutes agreement with the above and that the LESSEE has received copies of all forms (listed below) and specifically agrees to abide by all conditions, rules and regulations and understands the contents therein. Verbal agreements or implied promises will not be honored. All agreements will be contained in this written contract. In addition to signature requirements on page 1, LESSEE is to initial all pages (p. 2-4) where indicated verifying understanding of, and agreement to, the content thereon.

LESSOR: Blanchard Area Seniors, Inc.
BASIC Representative _____ Title: _____

LESSEE _____ Title/Organization/Individual _____

Signed by both parties on _____(date)

Attachments: Facility Reservation Agreement Form (page 2) Facility Usage Guidelines/Rates Agreement (page 3 and 4)

Facility Reservation Agreement Form:

Name of the Event: _____ Contact Person _____

Organization or Individual: _____ Purpose: _____

Phone: _____ Mailing Address: _____

City _____ State: _____ Zip: _____

Date (s) of Special Event (s) _____

Date(s) of local group meetings _____

Note: Established groups reserving for a year please include days of the month. New groups reserve for only 3 months at a time and a damage deposit is required.

Check in time: _____ Anticipated departure time: _____

Reservation Fee Date *(date is reserved only after cash deposit)* _____ *(N/A for local group meetings)*

Room/Rooms/Area rented include: _____

Special Services/Staff assistance *(extra items)* needed: _____

Kitchen use/needs: yes or no (circle one)

Alcohol: yes or no (circle one). *Lessee understands and agrees that alcohol use is at your own risk and liability.*

Will Alcohol be sold? yes or no (circle one)

Permits are required for the sale of Alcohol. If yes, Idaho State Permit # _____

Music/needs for special equipment: yes or no (circle one) _____

Non-Refundable Reservation Fee required

Yes ___ or no ___ in the amount of _____ Cash _____ Check# _____

Date Paid (contract initiation date) _____

Damage Deposit/Assurance Fee (Conditionally refundable) required yes ___ or no ___ in the amount of _____ Cash _____ Check# _____ Date to be paid _____ (15 days prior for special events or new groups)

Rental Rate Charge in the amount of _____ Cash _____ Check# _____

Date(s) to be paid _____ (15 days prior for special events).

Total Amount to be paid: _____ Date(s): _____

This form will be accompanied by separate receipts for each payment made as indicated in the contract. Proof of paid amounts that are made by the Lessee requires the separate receipts issued by BASIC.

Lessee initials _____

FACILITY USAGE GUIDELINES/RATES AGREEMENT:

- A facility representative will be on the premises or on call during events/meetings. Staff reserves the right to come and go at any time while the facility is in use. The facility is rented only for the purpose indicated on the contract.
- Advertising by Lessee pertaining to activities on the premises will include a liability disclaimer within the advertisement indicating that the event is not sponsored, hosted or endorsed by BASIC or the Blanchard Community Center.
- **Building Capacity:** 121 for the main room. Parties outside may include more people. Keys will not be issued to individual renters. Only the room(s) designated on the Facility Reservation Agreement are available to the renter. Please be considerate of renters who are renting other rooms in the facility. The lobby and bathrooms are common multiple use areas. The upstairs, main floor office and electric rooms (with the exception of emergencies) are off limits. Circuit breaker problems should be reported to staff.
- **Age:** You must be 21 years of age to rent the facility
- **Decorating:** 1). Fresh flowers and plants may be used but water damage as a result will be charged against your damage deposit. 2). Candles must be enclosed in a glass. 3). Please confirm usage of any unusual decorating apparatus such as fans, lighting poles or ladders, ice machines, fog machines, confetti cannon, or straw 4). Tape, poster putty adhesive, pins, nails, clothes pens or anything that would otherwise affix decorations of any kind to the walls, ceilings, tables or decorating wires are permissible only with supervision and prior approval by our staff. 5). Extension cords, power strips and/or cord protector strips must be secured in traffic areas. Only approved tape is allowed to secure cords to floor. 6). Confetti, rice, birdseed, etc. are not permitted, in or outside of the facility. 7). Decorations, dishes, utensils, linens, settings and/or tents are not provided. You must rent or provide your own.
- **Tables:** Standing or sitting on tables is absolutely forbidden
- **Smoking and fires:** Smoking is strictly prohibited within the building. It is allowed outside but ashtrays must be used. No open-pit fires or burning of logs or debris allowed. Only approved BBQ's with charcoal or propane fueling allowed outside.
- **Animals:** No animals are allowed inside the Center, with the exception of service animals or those involved in specific programs at the Center. Animals within the park must be leashed and animal waste removed by owner of the animal.
- **Parking:** The Center parking lot space is limited. Carpooling is recommended for larger groups. No overnight parking allowed without prior written authorization.
- **Alcohol:** No alcohol is allowed in the parking lot. The renter is responsible for the compliance of all-pertinent laws, statues, ordinances, and governmental regulations without limitations, pertaining to the dispensing of alcohol. Lessee agrees to waive all liability when signing the rental contract. The selling of alcohol requires a permit and the permit number must be provided and posted.
- **Conduct:** The representative of the renting group/organization is responsible to remind all guests to be respectful of the facility and its surrounding community. The renter is responsible for the actions of themselves as well as their guests. Staff reserves the right to ask disorderly guests to leave. If the conduct of the group or any of its members is abusive, dangerous, or shows criminal intent, local authorities will be called. Foul language and rudeness to staff will not be tolerated. If it is determined to terminate usage of the facility due to misconduct (even prior to the event) the rental fee and deposit will not be returned.
- **Hours:** Departure time will mean a brief tour of the facility to confirm compliance with vacating procedures. The latest vacate time is 1 AM. The earliest opening time is 6 AM. The total rental period is considered setup time, actual event, and clean up time. We recommend you allow the last 30-60 minutes of the scheduled event rental time for clean up. The renter agrees to clean the facility immediately after the event.
- **Holidays:** All events on holidays will be contracted at a minimum of the full day/8 hour special event rate
- **Kitchen use:** No actual food cooking by private parties is allowed in the facility's kitchen. Food must be catered or prepared at an outside location and the Lessee assumes all liability associated with such preparation. The Center provides a refrigerator, microwave and use of a coffee pot. The staff refrigerator is off limits. Only staff members may operate the stove, grill, oven and/or dishwasher unless otherwise noted in the contract. Ice may be provided at our discretion. Sinks are to be used in accordance with health department regulations as labeled. Cutting boards must be used...no cutting on stainless steel surfaces. Please be careful not to scratch counter or table surfaces with crock pots, roasters or utensils. *Future: For those wanting to rent the kitchen for commercial canning and/or for cooking on-site for public consumption special usage may be approved by the BASIC board on a case-by-case basis. This allowance may be granted only after attainment of facility licensing and for the purposes allowed by the health department. Lessee must follow guidelines/requirements/licensing/permits as required by Panhandle Health District and the State of Idaho and must be self-insured.*
- **Equipment:** Placement of any band or disk jockey is very specific at the Center due to electrical constraints. Please consult with our staff for band placement or microphone/speaker/electrical usage. Advanced trial is recommended and can be arranged with Center representative.
- **Security & Weapons:** At the discretion of BASIC executive staff, professional security may be required at the expense of the renting group or organization. Aside from professional security or program/auction items absolutely no weapons of any kind are allowed on the premises.

Lessee initials_____

SPECIAL EVENTS: (FUNDRAISERS/BUSINESS CONFERENCES/ PARTIES /WEDDINGS)

- Rental Rate: \$75 (up to 8 hours /\$10 per hour thereafter
- Requests for event rentals must be made a minimum of 15-days prior to, and a maximum of 30 days in advance of special events.
- The contract is only for the hours specified. The Lessee agrees to payment of \$10 per hour if staff is kept waiting for an appointment that the Lessee sets up for decorating.
- A \$25 reservation fee for special events is required in cash and is due at the time the agreement is signed. The reservation fee is non-refundable. The reservation fee is applied to usage of misc. supplies (toilet paper, soap, paper towels) and extra preparation and utility use resulting from special events.
- A damage deposit/Assurance Fee of \$50 (\$500 deposit for parties where alcohol will be consumed) is required in cash and is due at least 15 days prior to the event. The damage deposit/Assurance Fee is non-refundable if cancellation notice is given less than 15 days prior to the event. It is however; conditionally refundable if the premises are left in previously found condition after the rental period. The fee acts as a safeguard for the Center against cancellation revenue loss and/or damages incurred by you or your guests during the course of your event. It is refundable within 3 weeks after the event, provided there are no damages and no extra hours have been used for your event. Once received (at least 15 days in advance of the event) the Damage Deposit/Assurance fee guarantees you (and us) your usage of the facility for the date and time requested.
- Cancellation Policy: All fees and deposits must be paid at least 15 days prior to the event. No refunds on cancellations that are made less than 15 days prior to the event.
- All renters are expected to leave the Center in the condition in which it is found. Disposal and removal of all trash is your responsibility. Bring 39-gallon bags. Remove all of your garbage from the premises and property including trash from the restrooms (this means hauling it to the land fill yourself), clean all tables and all items used, place tables and chairs in their original positions. Sweep floors and mop as needed.

MEETINGS: (FOR LOCAL GROUPS/NON-PROFITS/SOCIALS/PUBLIC FORUMS under 3 hours—
not for fundraising events):

- Rental rate: \$10 per hour (\$20 minimum) due on the day of, and prior to, the meeting.
- Cancellation policy: Groups must give a 24-hour notice of intent to cancel or they will be charged a \$25 cancellation fee payable prior to renting the building again.
- Requests for meeting rentals must be made a minimum of 3-days prior to and a maximum of 30 days in advance.
- Please plan meetings during the week: Rental priority will be given for events/businesses/social parties/fundraisers on Fridays, Saturdays and Sundays. Meeting reservations involving these days may be canceled at the discretion of BASIC with a 10-day notice. Every effort will be made to reschedule an alternate meeting time/date.
- Regular weekly or monthly schedules for any individual, group or organization exceeding a three-month period must have prior approval.
- All renters are expected to leave the Center in the condition in which it is found. After meetings clean all tables and all items used, place tables and chairs in their original positions. Sweep floors and mop as needed.

FUNERALS: Free use of the building for local resident/families (living within the service area).

(Note special consideration: Rental rates for some events/programs that are conducive to community benefit or for financial benefit of the Center or the community may be subject to free or reduced rates at the discretion of the Board of Directors. Those groups affiliated with BASIC through community partnerships, grant implementation and/or program development may also be subject to free or reduced rates. However, extra donations for facility utilities and upkeep are always appreciated. Any group or individual using the facility must sign a full rental agreement regardless of the charge.)

- Cash/money orders or PRE-APPROVED checks are accepted.

Lessee initials: _____