VENUE RENTAL AGREEMENT

Creekside Campground and Events Center

THIS VENUE RENTAL AGREEMENT ("Agreement") is made this _____ day of _____, 20____, between **SAWTOOTH RIDGE RANCH, LLC, dba CREEKSIDE CAMPGROUND AND EVENTS CENTER** ("Owner"), located at 3193 Hwy 21, Boise, ID 83716, and _____ ("Renter").

In consideration of the mutual promises and covenants contained herein, Owner and Renter agree as follows:

1. **Venue Status.** Creekside Campground and Events Center is an event venue only and does not include services or equipment, or the capacity to plan, coordinate, set-up, perform, conduct, set up, or tear-down after an event.
2. **License Grant.** Owner hereby grants to Renter a limited and revocable license (the "License") to use the Creekside Campground and Events Center on the Event Date(s), during the hours specified below, and only for the purposes set forth in this Agreement.
3. **Event Date(s).**

The Event shall be held on the following date(s):

From ____:____ AM/PM on: _____

Until ____:____ AM/PM on: _____

The Event Date(s) shall include set-up, rehearsal, wedding, reception, and tear-down. Renter shall not have access to the Creekside Campground and Events Center at any time other than during the Event Date(s) unless Renter receives prior written permission from Owner.

4. **Fees.** Renter shall pay Owner the following fees for the use of Creekside Campground and Events Center on the Event Date(s):

Rental Fee:	$_____
Service Fee (25% of Rental Fee):	$_____
State Sales Tax (6%):	$_____
Cleaning / Breakage Deposit:	$_____
Total Fees Due:	**$_____**
Rental Deposit Paid:	$(_____)
Balance Due:	**$_____**

The Rental Deposit must be paid to Owner upon execution of this Agreement. The Event Date(s) will not be reserved and Owner shall have no obligations under this Agreement until the Rental Deposit is paid in full. The Balance Due shall be due in full sixty (60) days prior to the event ("Payment Due Date"). If Renter fails to pay the Balance Due by the Payment Due Date, Owner shall have the right to revoke the License and retain the full amount of the Rental Deposit as liquidated damages. The Cleaning/Breakage Deposit will be refunded within five (5) business days after the event, based on the condition of the premises (see Section 6).

4A. Service Fee. A service fee equal to twenty-five percent (25%) of the Rental Fee is added to every booking. The service fee covers venue upkeep, property maintenance, and booking administration. It is calculated on the Rental Fee only and does not apply to equipment rentals, add-ons, golf cart rental, the cleaning fee, or campground stays. The service fee is not a gratuity.

5. Cancellations.

If Renter cancels the reservation more than sixty (60) days prior to the Event Date, Owner shall refund the Rental Fee and Cleaning/Breakage Deposit, minus the non-refundable Rental Deposit. For purposes of cancellation and refunds, the service fee is treated the same as the Rental Fee.

If Renter cancels within sixty (60) days of the Event Date, Owner shall retain the Rental Fee and Rental Deposit as liquidated damages; however, the Cleaning/Breakage Deposit will be returned in full.

If Renter cancels within fourteen (14) days of the Event Date, Owner shall retain the entire Rental Fee including the Rental Deposit and the Cleaning/Breakage Deposit as liquidated damages.

See Section 5A for additional cancellation provisions governing Force Majeure events, natural disasters, government orders, and wildfire/smoke events.

SECTION 5A — FORCE MAJEURE, NATURAL EVENT & GOVERNMENT ORDER POLICY

Supplement to Section 5 (Cancellations)

5A-1. Purpose. The parties recognize that certain extraordinary events beyond the reasonable control of either party — including natural disasters, wildfire events, government-issued public health orders, mandatory evacuations, and related emergencies — may render performance of the Agreement impracticable or impossible. This Section establishes the rights and remedies of both parties in such circumstances and replaces the standard cancellation terms in Section 5 when a Qualifying Event (as defined below) is the cause. In the event of a conflict between this Section 5A and Section 5, Section 5A controls with respect to the events described herein.

5A-2. Qualifying Events. A "Qualifying Event" means any of the following conditions in effect on one or more of the Event Date(s):

(a) Government Order — Any federal, state, county, or municipal order, directive, or declaration that prohibits, restricts, or strongly discourages public gatherings, outdoor events, or non-essential travel to or from the Creekside Campground and Events Center location (3193 Hwy 21, Boise, ID 83716), including but not limited to "Stay Indoors," "Stay Home," shelter-in-place, or similar orders.

(b) Air Quality / Wildfire Smoke — The Idaho Department of Environmental Quality (IDEQ) Air Quality Index (AQI) reaches 151 or higher ("Unhealthy" or worse) in Boise County or Ada County on any Event Date, OR any official "Unhealthy for All Groups," "Stay Indoors," or equivalent air quality advisory is issued by IDEQ, the Idaho Division of Public Health, the Central District Health Department, or any federal agency for the Hwy 21 corridor or Idaho City area on any Event Date.

(c) Evacuation Order — Any Level 1 (Ready), Level 2 (Set), or Level 3 (Go) evacuation notice, order, or advisory issued by Boise County, Ada County, the Idaho Office of Emergency Management, or any fire agency having jurisdiction, affecting the Creekside Campground property or the Hwy 21 access corridor.

(d) Road / Access Closure — Closure of Idaho State Highway 21 between Boise and Idaho City by the Idaho Transportation Department (ITD) or any law enforcement or emergency management agency, rendering the venue inaccessible to Renter or guests.

(e) Natural Disaster — Any earthquake, flood, lightning-caused fire, or other Act of God directly affecting the Creekside Campground property or rendering the venue unsafe for occupancy, as determined by Owner in good faith.

(f) Owner-Declared Emergency — Any other event that Owner, in its sole and reasonable discretion, determines renders hosting the event unsafe, impracticable, or unlawful.

5A-3. **Remedies Upon a Qualifying Event.** Upon the occurrence of a Qualifying Event, the following remedies apply in lieu of the standard cancellation terms in Section 5:

(a) Venue Rental Credit (Default Remedy).

Owner shall issue Renter a Venue Rental Credit equal to 100% of all amounts paid by Renter under this Agreement, including the Rental Fee and Rental Deposit, but excluding the Cleaning/Breakage Fee (see Section 5A-3(c)). The Venue Rental Credit shall be valid for twenty-four (24) months from the original Event Date and may be applied to any available booking at Creekside Campground and Events Center. The Venue Rental Credit is non-transferable and has no cash redemption value.

(b) Owner Discretionary Full Refund.

Notwithstanding Section 5A-3(a), Owner retains sole and absolute discretion to issue a full cash refund of all amounts paid by Renter, including the Rental Deposit, in lieu of a Venue Rental Credit. Owner may exercise this discretion based on the nature, severity, or duration of the Qualifying Event, the circumstances of the Renter, or any other factor Owner deems appropriate. Renter shall have no right to demand a cash refund under this Section and issuance of a Venue Rental Credit shall constitute full satisfaction of Owner's obligations under this Section unless Owner elects otherwise.

(c) Cleaning/Breakage Fee.

The Cleaning/Breakage Fee paid by Renter shall be fully refunded within five (5) business days of the Qualifying Event determination, regardless of whether Owner issues a Venue Rental Credit or a cash refund, provided Renter has not accessed the premises on the Event Date(s).

(d) Rescheduling Preference.

If Renter wishes to reschedule rather than apply the Venue Rental Credit to a new booking, Renter shall notify Owner in writing within thirty (30) days of the Qualifying Event. Owner shall use reasonable efforts to accommodate Renter's preferred rescheduled dates, subject to availability. Renter shall have no legal right to any specific date and availability is not guaranteed.

5A-4. **Vendor and Third-Party Costs.** Owner is not responsible for any costs incurred by Renter with third-party vendors (caterers, photographers, florists, bands, officiants, etc.) in connection with a Qualifying Event. Renter is strongly encouraged to obtain event cancellation insurance. The Venue Rental Credit applies only to amounts paid to Owner under this Agreement.

5A-5. **Determination of Qualifying Event.** Owner shall make the determination of whether a Qualifying Event has occurred in good faith and shall notify Renter as promptly as practicable. Owner may rely on official government or agency communications, published AQI data from IDEQ's real-time monitoring stations, road closure notifications from ITD, or other credible sources. Renter may not independently declare a Qualifying Event — the determination rests solely with Owner.

5A-6. **Event Insurance — Strongly Recommended.** Owner strongly recommends that Renter obtain event cancellation and liability insurance prior to the Event Date. Event cancellation insurance typically covers venue closure, vendor no-shows, severe weather, and government-ordered cancellations, available through providers such as WedSafe, Markel Event Insurance, or Travelers Event Insurance. Premiums are typically $100–$400 for a standard wedding event. Owner makes no representation regarding the coverage or terms of any third-party insurer.

5A-7. **Renter-Initiated Cancellation for Anticipated Event.** If Renter cancels the reservation in anticipation of a potential Qualifying Event that has not yet been officially declared, the standard cancellation terms in Section 5 apply. The force majeure provisions of this Section are triggered only upon an official declaration or confirmed AQI threshold being reached, not by forecasts, predictions, or precautionary concerns alone.

5A-8. **No Waiver of Future Rights.** Owner's election to issue a full cash refund in any prior instance of a Qualifying Event shall not constitute a waiver of Owner's right to apply the Venue Rental Credit remedy under Section 5A-3(a) in any future instance, and shall not create any expectation, custom, or course of dealing that cash refunds will be issued in subsequent Qualifying Events.

6. **Condition of Premises.** Renter shall leave the Creekside Campground and Events Center in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused beyond ordinary wear and tear. See attached Checkout Procedure document for specific requirements.

7. **Permitted Use.** The permitted use is identified in Schedule A (Application for Venue). The event will not be open to the general public and will only include invited guests.

8. **Restrictions.**

- Renter is responsible for supervising all children while on the Creekside Campground and Events Center property.
- Pets brought by guests are the sole liability and responsibility of Renter and/or their guests.
- Mylar confetti or glitter may not be used for decoration or celebration.
- Stapling or nailing of decorations to buildings, fences, trees, or other areas is not permitted.
- All event trash must be deposited into the dumpster provided by Owner. Any trash that does not fit with the lid fully closed must be removed by Renter from the premises.
- All cigarette butts must be disposed of in receptacles provided by Owner. All guests must comply with any fire restrictions imposed by local authorities.
- Any highway signage placed by Renter must be removed within 24 hours after the event has ended.
- Amplified music must cease at 10:00 PM.
- Owner assumes no responsibility for any personal property left on the premises after the event.
- A designated parking area is available and clearly marked. Renter shall provide a minimum of one (1) parking attendant for events up to 80 guests, and two (2) attendants for events exceeding 80 guests.

9. **Alcohol.** Service of alcoholic beverages is limited to caterers holding a valid license from the Idaho Department of Alcoholic Beverage Control, or persons specifically approved by Owner in writing. Owner strictly forbids service of alcohol to minors. The sobriety and conduct of all guests is the responsibility of Renter.

10. **Special Event Liability Insurance.**

Renter and all of Renter's vendors must provide proof of liability insurance to Owner. A minimum of $1,000,000.00 in General Liability coverage is required, along with a waiver of subrogation. This policy must cover all services provided by Renter and Renter's vendors at the Creekside Campground and Events Center, including but not limited to: liquor, food, music, lighting, entertainment, and dance floors, for all days of the event rental.

Owner, SAWTOOTH RIDGE RANCH, LLC dba CREEKSIDE CAMPGROUND AND EVENTS CENTER, and its principals shall be listed as additional co-insureds. A certificate of insurance with applicable coverage dates and limits must be provided to Owner by the Payment Due Date.

11. **Indemnification.** Renter hereby indemnifies and holds harmless Owner, SAWTOOTH RIDGE RANCH, LLC, its employees, agents, heirs, successors, and assigns from any and all damages, actions, suits, claims, or costs, including reasonable attorney fees, arising out of or in connection with Renter's use of the Creekside Campground and Events Center, including the acts or omissions of Renter, independent contractors, guests, invitees, or other agents. Renter shall immediately notify Owner of any damage or injury of which Renter has knowledge occurring at or near the Creekside Campground and Events Center, regardless of the cause.

12. **Compliance with Laws.** Renter shall obtain and maintain all permits, licenses, and other forms of permission necessary to use the Creekside Campground and Events Center lawfully. Renter shall not use the venue in any manner that would violate any local, state, or federal laws or regulations. Renter shall indemnify Owner for any fines, penalties, suits, or costs arising from Renter's violation of applicable laws.

13. **Revocation.** Owner shall have the right to revoke the License at any time prior to the Event Date upon written notice to Renter. If Owner revokes the License for reasons other than Renter's nonpayment or breach of this Agreement, Owner shall refund to Renter all amounts paid, including the full Rental Deposit.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to conflicts of law principles.

15. **Severability.** If any provision of this Agreement is held unenforceable, the remainder of this Agreement shall continue in full force and effect. Any provision deemed invalid shall be construed as narrowly as necessary to make it valid and enforceable.

16. **Notice.** All notices required under this Agreement shall be in writing and deemed received three (3) days after postmark:

Owner: SAWTOOTH RIDGE RANCH, LLC dba CREEKSIDE CAMPGROUND AND EVENTS CENTER, 3193 Hwy 21, Boise, ID 83716

Renter Name: _____

Renter Address: _____

Renter Email: _____

Renter Phone: _____

17. **Attorney Fees.** In any legal action to interpret or enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and all reasonable costs and expenses.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation. There are no other promises, conditions, or agreements relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

OWNER:

SAWTOOTH RIDGE RANCH, LLC

dba CREEKSIDE CAMPGROUND AND EVENTS CENTER

By: _____

Printed: _____

Title: _____

Date: _____

RENTER:

By: _____

Printed: _____

Date: _____

Event Date(s): _____

SCHEDULE A

APPLICATION FOR VENUE USE

Renter applies for a limited and revocable license to use the Creekside Campground and Events Center on the Event Date(s) for the following purpose:

Event Description / Purpose:

Renter will be serving food:	Yes ____	No ____
Renter will be serving alcohol:	Yes ____	No ____
Renter will have live music:	Yes ____	No ____
Renter will have amplified music:	Yes ____	No ____

Estimated number of guests: _____

Rental Option Selected:

- Option 1 — One (1) day rental fee (Saturday): $_____
- Option 2 — Two (2) day rental fee (Fri + Sat): $_____
- Option 3 — Three (3) day rental fee (Fri–Sun): $_____

Venue rental fees cover use of the event space only and do not include equipment rentals (tables, chairs, linens, wine barrels, karaoke system). Equipment rental bundle: **$750 flat rate**; Karaoke: **$250 flat rate**; Cleaning fee: **$250 (every booking)**. Equipment rentals must be paid on the day of the event.

Discounted rates apply to cash or check payments only. Other forms of payment will not receive the discounted rate.

Renter Signature: _____

Printed Name: _____

Date: _____

SECTION 5A — FORCE MAJEURE QUICK REFERENCE

(Informational only — full text in Section 5A controls)

QUALIFYING EVENT TRIGGER	DEFAULT REMEDY	OWNER DISCRETION OVERRIDE
Government "Stay Indoors" or gathering restriction order	100% Venue Rental Credit — valid 24 months	Full cash refund at Owner's sole discretion

AQI ≥ 151 ("Unhealthy") or official Stay Indoors advisory	100% Venue Rental Credit — valid 24 months	Full cash refund at Owner's sole discretion
Level 1–3 Evacuation Order — Hwy 21 corridor or property	100% Venue Rental Credit — valid 24 months	Full cash refund at Owner's sole discretion
Hwy 21 closure — venue inaccessible	100% Venue Rental Credit — valid 24 months	Full cash refund at Owner's sole discretion
Natural disaster / Owner-declared emergency	100% Venue Rental Credit — valid 24 months	Full cash refund at Owner's sole discretion
Renter cancels in anticipation (no official declaration)	**Standard Section 5 cancellation terms apply — NO credit**	Owner may elect otherwise at sole discretion
Cleaning/Breakage Fee (all Qualifying Events)	Fully refunded within 5 business days if premises not accessed	—