

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:	\$ _____
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).

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.

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.

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: _____

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: \$ _____
- Option 2 — Two (2) day rental fee: \$ _____
- Option 3 — Three (3) day rental fee: \$ _____

Venue rental fees cover use of the event space only and do not include equipment rentals such as tables, chairs, linens, wine barrels, or karaoke system. Equipment rentals are charged separately and 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: _____