

PO Box 1921 | Bonners Ferry, ID 83805 | www.bonnersferryrotary.com | rotaryclubofbonnersferry@gmail.com

# **Building & Grounds Rental Agreement**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, By and between Rotary Club of Bonners Ferry, Park Manager for Rotary's Lion Den Park, hereinafter referred to as Park, owned by Bonners Ferry Rotary Foundation, hereinafter referred to as Lessor, and

\_\_\_\_\_, a person/ people 18 years old or older,

hereinafter referred to as Lessee, to hold a \_\_\_\_\_\_ at the Park during the requested dates below.

FACILITY		DATES REQUESTED	RENT	CLEANING DEPOSIT	TOTALS
Daily Rental	8am – 5pm		\$159.00	\$150.00	
Weekend Rental (Fri-Sun)	12pm Fri– 11am Sun		\$324.00	\$150.00	
				Total	\$

\*Included in the rental is the heat, non-potable water in building and use of the grounds, including the pavilion and pond.

The premises have been examined by the Lessee and are taken in its condition as is. Lessee agrees to restore premises to the Lessor in the same condition as found or better. This includes sweeping and damp mopping floors. Bathrooms and kitchens must be cleaned. <u>DO NOT</u> remove any tables or chairs from facility without approval.

## **Rotary Park on Lions Den Road - Rental/Reservation Policy**

- Rental confirmed with \$150 deposit and both pages of the rental agreement completed, signed, and initialed.
- Reservations are held three business days pending receipt of payment. If payment is not received, then that date will once again be available for reservations.
- Contracts are available on the Rotary website or by email: <u>rotaryclubofbonnersferry@gmail.com</u>
- Cleaning deposits will be returned within 15 business days pending verification that all facilities are clean and undamaged.

Signed by Lessee who has read and agree with above terms			Date				
Name	Phone (o	cell preferred)	Email				
Address	City	State	Zip				
LESSOR							

Rotary Club of Bonners Ferry, by Authorized Representative:

### RULES & REGULATIONS (Please read carefully AND INITIAL)

### THE LESSEE:

- 1. Shall pay a rent deposit of \$ <u>150.00</u> upon signing of rental agreement as good faith. Lessee agrees to pay a housekeeping/ damage deposit to Lessor as reimbursement for any housekeeping /repairs. Deposit will be returned to Lessee if the buildings, grounds and equipment used are in good, clean and undamaged condition, all materials brought onto Rotary's Lion's Den Park have been removed, and maintenance has determined the facility as clean, as determined by the Rotary Club of Bonners Ferry at the next scheduled meeting after termination of this agreement. This deposit is non-refundable should event not be held.
- 2. Agrees to keep the Premises clean and attractive at all times and return it to Lessor in a good and clean condition. Lessee agrees not to alter the Premises or attach anything to the premises (including trees and fences) without first obtaining written approval of Lessor. If extended maintenance/repairs/replacements are needed beyond the cleaning/damage deposit maintenance labor will be billed to Lessee at a fee of \$25/hr. with a minimum of \$50 or the difference between a new purchase price and the withheld deposit for replacement of equipment damaged.
- 3. When charging admission to the event, or selling food or beverages, or alcohol is present, Lessee guarantees and will provide <u>Certificate of Insurance</u> wherein the Rotary Club of Bonners Ferry, Bonners Ferry Rotary Foundation and Rotary's Lion's Den Park, as well as all its agents and members are additional named Insured on a broad form comprehensive general liability endorsement or commercial general liability in the amount of \$1,000.000. Such a certificate of Insurance will be delivered to the Rotary Club of Bonners Ferry, PO Box 1921, Bonners Ferry, ID 83805, <u>thirty (30) days</u> prior to move in time.
- 4. Obtain approval for erection of outdoor buildings, tents, enclosures, and signs from Lessor.
- 5. Shall not: nail, drill, paint, or do anything to change appearance of the walls in or on the building or cause any damage to any trees or bushes in the Park. If items are to be hung on the wall, Lessee shall work with Rotarian maintenance to obtain acceptable hanging measurers. Remove all materials brought onto the Park grounds, temporary structures, frames, booths, etc. within twenty-four (24) hours after termination of lease. Anything left after that time becomes the property of the Lessor, to make such disposition as they see fit.
- 6. Shall not do any additional electrical wiring in or throughout the Park without permission of Lessor.
- 7. Shall not sell ale, beer or intoxicating liquor or substances of any kind within the grounds of Rotary's Lion's Den Park. The only pre-approved exception is when the event uses a caterer with a State Liquor license. Copies of State Liquor licenses must be delivered to the Rotary Club of Bonners Ferry, PO Box 1921, Bonners Ferry, ID 83805, <u>thirty (30) days</u> prior to move in time. All other considerations for an exception must be presented by the requesting party or organization to the Rotary Board at a regularly scheduled meeting.
- 8. Shall comply fully with all laws and ordinances of the Boundary County and the South Boundary Fire Department.
- 9. Shall furnish police or security protection at own expense as is deemed necessary for protection of valuable displays and building during the terms of this contract.
- 10. Agrees to Indemnify and HOLD HARMLESS to the Rotary Club of Bonners Ferry, the Bonners Ferry Rotary Foundation, Rotary's Lion's Den Park, and their respective agents, members, and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney fees, in case of action, arising out of the Lessee's space bargained for herein, is filed for bodily injury, illness, or death, or property damage, including loss of use, and caused in whole or in part by the undersigned Lessee's negligent act or omission, or by any agent of the undersigned Lessee, or by anyone whose act or omission the Lessee may be liable.
- 11. SHALL NOT smoke in any building on the Park grounds.
- 12. SHALL NOT discharge any firearms on the Park grounds.

initial

\*\* There is an 11pm curfew of loud noises or music in/on Park grounds. Lessee's violating this curfew will be asked to vacate the premises immediately and forfeit all deposits.

### THE LESSOR SHALL:

- 1. Permit the Lessee to occupy the space as written above, to prepare buildings or erect temporary booths, which Lessee may use during the rental period.
- 2. Have access to, and the right to inspect the premises at all times during the rental period.
- 3. Permit the Lessee to display, demonstrate, sell, solicit or operate their business within the limits of their leased space.
- 4. Use reasonable safeguards against fire, theft, and accidents, but does not assume any liability for damages to goods or property of the Lessee from fire, theft, water or storm; or any liability for accidents to persons or property caused by virtue of the operations of Lessee under this agreement.

For Office Use Only:							
Deposit Received \$	D	Date:/	/				
Rental Payment Received: \$	D	Date:/	/				
Deposit Refund: \$ C	Check #: D	Date:/	/				