

# **CONDITIONS FOR RENTAL AND USE OF THE NEWBERRY BUILDING CONFERENCE FACILITIES**

(November 14, 2008)

## **REQUIREMENTS TO RESERVE THE FACILITIES**

Your reservation is confirmed upon receipt of the signed Contract Agreement, the total room rental charge, equipment rental and food fee (plus a 6.0% Idaho General Excise Tax on room rental charge & equipment rental fee), and the \$100 deposit. (Note: additional equipment rental on day of function must be paid on the day of the event.) Reservations for a specific date are accepted on a first come, first served basis. All persons, groups and organizations shall agree to hold The Newberry Building, its elected officers and appointed representatives, agents and employees harmless from any liability for damages and claims for personal injury including death as well as from claims for property damage which might arise from the use of the facilities or its furnishings and equipment. Rental agreements for groups composed of persons under the age of 21 will be issued only to adults who accept supervisory and liability responsibilities throughout the period covered by the rental contract.

You are welcome to tour the Newberry Building during the hours of operation provided that an event is not in progress. If you wish to talk with a staff member regarding your event plans, please schedule an appointment by calling the Newberry Building office at (208)380-3400.

## **CLEANING / BOOKING / DAMAGE / SECURITY DEPOSIT**

A deposit of \$100 is required. If the room is left in good, clean condition, and the equipment is fully operational, the full deposit will be refunded. If the room requires cleaning, or if the room or equipment require repair due to negligence on behalf of the rental party (ie. holes in walls, etc...), a portion or all of the deposit will be retained by The Newberry Building for such work. The rental party shall be responsible for damages or repairs that exceed the \$100 deposit (see the final settlement). Funds will be deposited and will be returned (if no damages or violations occurred) within two weeks after the last day of the scheduled event. If an event causes the need for: a) cleaning procedures which are beyond the scope of normal maintenance, b) repairs or replacement due to structural or equipment damage, or c) the event does not meet or exceeds contractual terms, then the security deposit in part or in total may be used to pay for all or a part of these services.

A facility inspection will be conducted following the event by the Newberry Building staff to determine the condition of the facility, including the assembly areas, restrooms, hallways and kitchen. If all clean up requirements are completed, no damage has occurred, and the rental time has not been exceeded, the Newberry Building representative will make the recommendation that your "Cleaning / Booking / Damage / Security" deposit be refunded.

On-going renters will have their rental "Cleaning / Booking / Damage / Security" deposit remain on-file until rentals have concluded, or until a written request for its return has been made.

## **FINAL SETTLEMENT**

A final statement will be sent to you (normally within 30 days) for any incidental charges incurred. The statement will reflect the total charges, less payments received. Payment shall be due within fifteen (15) days from statement date or penalties and interest (up to 12% per annum) shall also be charged.

## **CANCELLATION POLICY**

Cancellations must be in writing and be personally received by appropriate staff within fifteen (15) days prior to the first day of the scheduled function for a full refund. Written cancellations received fewer than fifteen (15) days prior to the function will receive a 50% refund of the room rental fee (equipment rental fee and Cleaning / Booking / Damage / Security deposit will be fully refunded). All cancellations are required to be in writing and to be made by the responsible person whom is listed on the contract. (The signatures must match.) Written cancellations may be faxed, mailed or hand delivered.

(Note: The Newberry Building reserves the right to cancel with fifteen (15) day's prior written notice and without any liability.)

NOTE: Cancellation dates are determined once The Newberry Building staff actually receives and reviews the request.

Initials \_\_\_\_\_ Date \_\_\_\_\_ \* The Newberry Building Facilities Contract © 2008 \* Page 1 of 8

## OPERATIONAL CONDITIONS / CONTRACT AGREEMENT

Signing this contract agreement constitutes approval and acceptance of all details stated herein. This agreement must be signed and returned to The Newberry Building fifteen (15) days (or more) before the start date of the function. This agreement will be valid and binding only upon acceptance and execution by The Newberry Building.

1. The Newberry Buildings normal Business Hours are Monday – Friday, 9:00 a.m. to 5:00 p.m.
2. Renters are responsible for the room layout. Please check what we have and that it will work for you. Any additional chairs or tables would be the responsibility of the renter to provide.
3. Any registration will be the responsibility of the person or organization renting the facility.
4. Advertising will be the responsibility of the person/organization renting the facility (no advertising or individual promotion will be done by The Newberry Building; i.e., The Newberry Building will not email, fax, post, nor distribute information or fliers).
5. Food & beverages are permitted. No red punch or red wine is allowed. Renter accepts the responsibility for the use of alcohol in the facility and agrees to prohibit the use of alcohol by minors. Any license required to dispense or to serve any beverage is the sole responsibility of the renter.
6. The partition wall between the two meeting rooms may be opened or closed only by authorized staff of The Newberry Building. If a renter touches or moves the divider, damage may occur and the renter will be held liable for any costs associated with its repair.
7. Smoking is prohibited in the Newberry Building and in its immediate proximity outside.
8. Under no circumstances shall the renter and or organization sublease or allow any other organization or individual to use the facility during the time and on the date for which they have contracted.
9. No outside equipment may be used without the prior written consent of The Newberry Building.
10. Rice, birdseed, confetti, hay, straw, sand and glitter are not permitted in or outside the building.
11. Fire code does not permit open flame devices (i.e. candles) except for those needed in food preparation. **NO SMOKE MACHINES ARE ALLOWED.** All renters and their guests are required to follow commonly known safety rules. All occupants will be evacuated during a fire alarm and the renter will be charged if the alarm was the result of the rental party. If the fire sprinkler system is set off by the renting party (or any of their guests or people there) then they will be charged for all damages resulting in its use.
12. Sitting or standing on tables (or standing on chairs) is not permitted, and could result in serious injury if the table or chair collapses. Any injury or damage caused is the sole responsibility of the renting party.
13. The Newberry Building reserves the right to book additional events before and after your confirmed rental time (within 30 minutes).
14. Rental times must include **ALL SET-UP AND TAKE-DOWN AND CLEAN-UP TIME.** Renters, their guests, or caterers who arrive earlier than their scheduled reservation time will be charged for that additional time or they may not be permitted to enter the premises. Fees will not be refunded for reserved time not used. Reserved time should be chosen carefully.
15. The Newberry Building is not responsible for any damage or theft of any items left by the renting party, its guests, or caterer.
16. The renting party or caterer must make arrangements to have any outside rented equipment delivered, picked up, and removed from the Newberry Building within your reservation times. (Anything left on the premises may be disposed of and The Newberry Building is not responsible for its loss or disposal thereof.) The Newberry Building is not responsible if items are taken or removed from the facilities or disposed of.
17. Parking availability is not guaranteed and may be limited.
18. The lobby, bathrooms and hallways are only to be used as needed. Excessive gatherings in these areas, as well as, use of any other rooms without permission will not be allowed at anytime.
19. Music and entertainment using amplified sound must meet the city ordinance restrictions. The Newberry Building staff may at anytime instruct renter to turn down or discontinue the use thereof due to abuse of the noise permit rules and regulations. Please be considerate when more than one event is taking place by keeping noise to a minimum.
20. Renter is responsible for all rental guests' behavior. Violent, sickness, lack of supervised children, and so on... is not permitted and will not be tolerated. All behavior will reflect overall rental and may result in rental cancellation and / or deposit being withheld. Any violations requiring additional repair or cleaning is the responsibility of the renter.
21. All decorations must be UL approved (flame retardant). The use of nails, tacks, scotch tape, staples, pins, etc... is not permitted. Masking tape can be used, but must be removed after use. Decorations and or any type of wire or cord may not be hung, tied, or draped on any light fixture inside or outside the facility.
22. Renter who is listed on the contract as the responsible party can only submit changes from the original contract. All changes must be approved by staff, which will determine if additional fees are necessary. The responsible person of the event will be available to staff the entire time, and must check-out with staff before leaving. Renter is responsible for checking-in and checking-out with the Newberry Building staff. (This may be done over the phone by calling (208)380-3400 once you have completed the use of the facilities.)
23. The Newberry Building reserves the right to adjust fees, as necessary, at any time.
24. Storage is not available either before or after an event.
25. The Newberry Building reserves the right to photograph events for promotional purposes.
26. **Access to the Facilities is by the FRONT DOOR.** Not by the service entrance or the Real Estate Office's entrance in Back.
27. **No pets or animals of any kind are permitted on the premises.**

Initials \_\_\_\_\_ Date \_\_\_\_\_ \* The Newberry Building Facilities Contract © 2008 \* Page 2 of 8

## RENTERS CLEANING RESPONSIBILITIES

- Vacuum halls, conference rooms, table and chair storage area, stairs, entry area and elevator.
- Clean and wipe down drinking fountains.
- Sweep and mop the bathroom floors.
- All tables and chairs are to be wiped down and cleaned. (You are responsible for rags, paper towels, cleaning solution, etc...)
- All trash receptacle are to be emptied and all debris to be removed from the premises. (The Newberry Building will provide garbage bags.)
- All decorations to be taken down and removed- including any tape that was used.
- The kitchen area must be thoroughly cleaned and returned to their original level of cleanliness. This includes all work areas, ovens, stoves, microwave oven, refrigerators, sinks, dishwasher and floors. It is the renter's responsibility to ensure that all kitchen clean up is completed. In addition, all food and equipment brought in by the caterer must be removed prior to leaving the facility. Supplies needed to clean the kitchen must be provided by the renting party or caterer with the exception of a mop, broom, dustpan, and trash can liners.
  - It is suggested that renter also notify caterer of these kitchen cleaning requirements. Renter is responsible for kitchen and all facility cleaning and failure to follow the guidelines will result in forfeit of part or all of the deposit.
  - Place new liners in all trash receptacles. (The Newberry Building will provide garbage bags.)
  - Each piece of equipment must be cleaned and shut down.
  - Surface clean all appliances. Clean any spills in ovens and on oven racks. Clean stove top with soap and hot water and dry with a clean soft cloth.
  - All surfaces must be washed with soap and hot water; sprayed with disinfectant, and dried with a clean, soft cloth. (Renter is responsible for all cleaning supplies.)
  - Remove all food particles from sinks, wash with dish soap and hot water, spray with disinfectant, and dry with a clean, soft cloth.
  - Do not put large amounts of food down the garbage disposal. Repairs and maintenance as a result of this will be the renters responsibility.
  - Empty refrigerator and freezer of all food and beverages, clean the inside of the refrigerator, wipe and spills and wipe off the racks with a damp cloth.
  - Sweep all debris from the floor, and mop all floor surfaces with detergent and hot water.
- NOTE: Caterers or renter must furnish all cooking and serving utensils. In addition, all clean-up supplies must be furnished by the caterer or renting party. The Newberry Building only supplies a vacuum cleaner, mop, broom, dustpan, and trash liners.

The consequence of not following the Newberry Buildings rental policies will result in the loss of your "Cleaning / Booking / Damage / Security Deposit" and / or your event being cancelled completely or early.

## THE NEWBERRY BUILDING CONFERENCE FACILITIES CONTRACT

(All pages of this form must be completed & submitted to The Newberry Building.)

Requested Date(s) of function \_\_\_\_\_ Total number of days \_\_\_\_\_  
 Time of function Registration/Check-in \_\_\_\_\_ Function starts \_\_\_\_\_ Function ends \_\_\_\_\_  
 Function name \_\_\_\_\_  
 Type of activity \_\_\_\_\_  
 Group/Entity name \_\_\_\_\_ Tax ID# \_\_\_\_\_  
 Name of Responsible Party \_\_\_\_\_ SSN# \_\_\_\_\_  
 Mailing Address \_\_\_\_\_

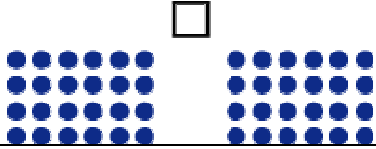
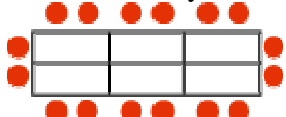

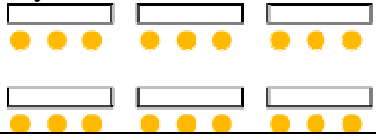
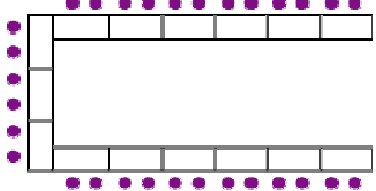
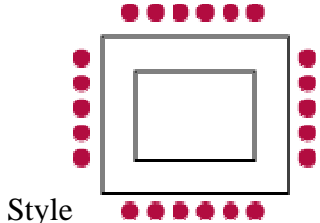
Primary Contact Name:		Day Phone:	
Address:		Evening Phone:	
		Cell Phone:	
		Fax:	
2nd Contact Name:		Day Phone:	
Address:		Evening Phone:	
		Cell Phone:	

*(The Newberry Building reserves the right to refuse rental to any person or entity for any reason.)*

# EQUIPMENT RENTAL RATES

Check where applicable: (All equipment must remain on the property.)

Any unauthorized use of additional equipment will result in rental fees automatically being charged onto your rental. Fees will be deducted from your deposit.)

	Cost Each (per 4 hr use)	Room #160	Room #170	Kitchen	Exercise	Studio
Set-Up / Take Down	30.00					
→ Tables (up to 30) 27.5" x 60.25" by 29.25" tall MOL	FREE					
Lecture Style 						
Boardroom Style 						
Banquet Style 		Round Tables are not available .... Rectangular only.				
Classroom Style 						
U-Shaped Style 						
Hollow Square Style 						
Other Style – Please Specify - Chevron						

	Cost Each (per 4 hr use)	Room #160	Room #170	Kitchen	Exercise	Studio
→ Chairs (up to 82) - Black	FREE					
Overhead Projector	10.00					
Table Top Lectern (2)	5.00					
Internet Access	20.00					
→ # of Connections / hub?						
DVD or VHS Player (2)	10.00					
Portable TV (1)	10.00					
Ceiling Mounted LCD Projector(s)	50.00	(1)	(2)	n/a	n/a	n/a
Ceiling Mounted Screen(s)	FREE	(1)	(2)	n/a	n/a	n/a
Mic. and Sound System	50.00					
White Board, Easel, Dry Erase Markers	5.00					
USA and Idaho State Flags	5.00					
Laptop for PowerPoint	25.00					
Post-It® Easel Pad	30.00					
Basic Clean-up- vacuum	10.00					
Basic Kitchen Cleaning	10.00					
Kitchen Cleaning of our Dishes	10.00					
OVEN	FREE	n/a	n/a		n/a	
REFRIGERATOR	FREE	n/a	n/a		n/a	
DISHWASHER	FREE	n/a	n/a		n/a	n/a
Coffee Maker (1) per Day	10.00					
Hot Water Urn (1) per Day	5.00					
Water Pitchers (3) per Day	3.00					
Plastic Cups (60)	5.00					
Metal Knives, Forks, Spoons (60)	5.00					
Plastic Knives, Forks, Spoons (12)						
Paper or Plastic Plates - lg						
Paper or Plastic Plates - sm	3.00					
Paper or Plastic Bowls - sm						
Paper Napkins - package	3.00					
Tablecloths - cloth	4.00					
Tablecloths – paper / plastic						
Coffee cups – Styrofoam or paper - 12	3.00					
Coffee, tea, hot chocolate, hot cider SERVICE	20.00					
Miniature Doughnuts	5.00					
Miniature Muffins	5.00					
Cookie Assortment	5.00					
Bowl of Pretzels	5.00					

	Cost Each (per 4 hr use)	Room #160	Room #170	Kitchen	Exercise	Studio
Bowl of Potato Chips	5.00					
Bowl of Popcorn	5.00					
Water Bottles - 24	10.00					
Cans of Soda – 12 packs	7.00					
Candy Bars – 12 packs	7.00					
Large Cinnamon Rolls – 12 From Geraldines	25.00					
Regular Cinnamon Rolls – 12 From Geraldines	15.00					
Bread Loaf - Butter & Honey	8.00					
Bag of Ice	3.00					
Apples - 12	8.00					
Oranges - 12	8.00					
Brownies – 12 From Geraldines	16.00					
Apple Pie – 24 From Geraldines	35.00					
Copies .05 B&W, .50 color						

### Time Chart for the Use of the Facilities

Activity	Time	Day 1	Day 2	Day 3	Example:
	7:00 AM				
	8:00 AM				Arrive @ 8
	9:00 AM				Items delivered
	10:00 AM				Set-up
	11:00 AM				
	12:00 Noon				
	1:00 PM				Event Starts
	2:00 PM				
	3:00 PM				
	4:00 PM				Event Ends
	5:00 PM				Clean up
	6:00 PM				Check-out @ 6
	7:00 PM				
	8:00 PM				
	9:00 PM				This is a 10 hour
	10:00 PM				Event. 8 to 6
	11:00 PM				
# of Hours:					10 Hours

**NOTE:** All set-up, delivery of items, preparation, take down, cleaning, and removal of items must occur within the time frame you allocate. Please plan extra time for complications. **YOU WILL BE CHARGED FOR ALL THE TIME YOU ARE IN THE FACILITY.** (When you arrive to when you check out.)  
If you plan to leave items overnight that counts in your rental time as an additional day.



