

P&IN Railway Depot Rental Agreement (Page 1 of 2)

Tenant/Vendor : _____

Mailing Address: _____

Physical Address: _____

Contact Person: _____

Phone #: _____ Cell#: _____

Mailing Address: _____

Physical Address: _____

Date(s) of Event _____ # of Days _____

Anticipated Number to Attend _____

Alcohol being sold/served _____ YES _____ NO (If sold then copy of License & Permit must be submitted)

Time of use beginning, including setup _____

Ending time, including cleanup _____

Areas of Building to be used: ___ Freight Room. ___ Depot Lobby/Ladies Waiting Room

Number of Group Leader/Supervisor(s) present during event _____

Rental Fee to be paid in full 20 days prior to use.

Total Rental Fee _____ **Cash** _____ **Check & Check #** _____

_____ Charge MasterCard, Visa, Discover, American Express Please call me for charge information

Card Number _____ CVV # _____

Name on Card _____

To reserve date up to 12 months prior to event 50% of total rental fee due minimum of 30 days prior to event.

Reservation deposit paid \$ _____ Balance Due _____

Paid by _____ Cash _____ Check & Check # _____

_____ Charge (circle one) MasterCard, Visa, Discover, American Express (fill in below)

_____ Please call me for charge information

Card Number _____ CVV # _____

Name on Card _____

Cancellations: 50% of full payment refund if cancellation at least 10 days prior to event. All pages of this document contain important legal rights and liabilities. Signatures on page two of this document certify that I have read and agree to all terms and conditions. Any all exception to contract are at the discretion of the ACHS Board of Directors.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (Page 2 of 2)

This agreement is entered into on this _____ day of _____, 20____ by and between the Adams County Historical Society, Inc. (hereinafter the "Landowner"), and _____ (hereinafter "Vendor").

RECITALS

Landowner owns that certain property known as the historic P&IN Railway Depot aka railroad depot aka depot at New Meadows, located at 101 South Commercial Street, New Meadows, Adams County, Idaho. Vendor desires to use said property on the dates of _____20____, for the activity of:

_____ In exchange for its use of the property, and in addition to the payment of rent, Vendor has agreed to indemnify and hold the Landowner harmless from any liability whatsoever associated with Vendor's activity as aforesaid.

WHEREFORE, it is agreed as follows:

1. Evening or full day rentals terminate at Midnight.
2. Landowner hereby grants Vendor permission to use said property as aforesaid. This agreement is in addition to any other agreements between Landowner and Vendor.
3. **NOISE CLAUSE:** At all times the noise level in the building and on and around the property must remain in compliance with ACHS rules. Noise is not to be heard beyond property boundaries. **The test:** If one walks out to Commercial Avenue (road in front of building) and can hear noise, it is too loud. That includes any and all music, musical implements, voices, microphones, mechanical implements, speakers, crowd noise , vehicles, etc. We must be respectful of our neighbors and in compliance of city ordinances.
4. Vendor shall closely supervise the activities to assure that all reasonable precautions have been taken to avoid any damage to property and/or injury to members of the public or others associated with the activities undertaken by Vendor. If alcohol will be involved in Vendor's activities, Vendor expressly assumes all liability associated therewith, and fully indemnifies and holds Landowner harmless.
5. Vendor hereby indemnifies and holds the Landowner harmless regarding any costs, fees, damages or liability of any kind, incurred by the Landowner as a result of Vendor's activities, and further agrees to defend the Landowner with counsel of Landowner's choice against any claims arising from such activities, Vendor shall be responsible for payment of any damages or repairs necessary to building due to Vendor's use. Repair(s) will be at sole discretion of Landowner and done by contractor/person of Landowner's choice.

DATED this _____ day of _____, 20____.

Mail to: Event Coordinator, Adams County Historical Society Inc., P.O. Box 352, New Meadows, ID 83654 or sign and turn into a PDF, JPEG or Word Document and e-mail to: achs.nm@gmail.com

Landowner

Vendor

By: _____

By: _____

Position: _____

Position: _____