	cedures and Contracted and er	ntered into this date,	Day: Idaho Capit Time	tween The Event
Client Name:		Client Name:		
Phone:		Phone:		
Address:		Address:		
 Email:		Email:		
Emergency Reference: _		Cell Phone:	Work Phone	:
Address:		Em	ail:	
Type of event			Will this be a 21 over ever	t?
	conditions set forth ir		tal City as indicated below and ees to pay Venue Rental Fees	
			ental: Room and Bar	\$1500.00
	Clea	-	ecurity Deposit (refundable)	
		Ceremony/Ira	nsition Fee \$	
				\$
			Total	\$1975.00
Check #		Check/Cash/CC	Down Payment:	
			3% Credit Card Fee	\$
			Balance Forward:	<b>\$</b> 987.50

# **TERMS AND CONDITIONS**

Welcome to Capital City Event Center, referred to hereinafter as Capital City. The following will explain the policies and procedures of this venue. Please read and initial the following policies before signing and returning the contract.

# Lease, Reservation and Deposit

In order to reserve the date for your Event, Capital City requires a Reservation Deposit equal to 50% of the Venue Rental Fee. Three forms of payment are accepted: cash, check or Visa/Mastercard. Please note that if you rent one room, the other may be rented out to another client.

A credit card on file is required to secure your reservation.

# Remaining Total Balance

An estimated balance of costs for your event is consolidated at the Pre- Final Prep Meeting 45 days prior to the event, and is due at that time. Capital City requires a Credit Card to be kept on file. Additional charges incurred up to and the day of the event will be tallied and reconciled by our business manager and bookkeeper within <u>4 days</u> following the event. A refund or payment will then be applicable either by credit card on file, or check.

# **IMPORTANT:** Contact General Manager 45 days prior to event.

## Beverage Service

The Client and guests may NOT bring alcoholic or non-alcoholic beverages onto Capital City property. All beer, champagne, wines, spirituous alcohol, sodas, bottled water and any other non-alcoholic beverages must be purchased and served through Capital City under its permit by Idaho State Law. All <u>hosted</u> beverage purchases are subject to 20% gratuity and applicable 6% sales tax.

The use of the full premise bar is available for a \$125 flat fee use; A bartender is required at a rate of \$20.00 per hour. By law it is required that all alcoholic beverages must be served by Capital City staff.

In no event shall minors be served alcoholic drinks (under 21 years of age). Capital City reserves the right to prohibit any intoxicated guests or individual from entering or staying on the premises.

#### Food Service

Food is done thou preferred chef. Contact them at.

April at Open Table, 208-629-2557, Savory n Sweet, Inc. 424-247-4381, Lively Chef 208-389-9600, Whatever Works Catering (208) 371-8253, or Whitney Fredin Catering (208) 608-4397.

# Guarantee

All planning and ordered 45 days prior to the event. Capital City requires a finalized guest count no later than 45 days prior to the event. Capital City will accept an increase in guest count up to **five days**. We thank you for your consideration on this matter.

Capital City Event Center - Contract

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# Security

If need be, Client will be responsible for event security during occupancy on the premises. It will be at the discretion of Capital City Event Center, or any requirements set by city, country or State of Idaho. It will be billed on your final invoice.

The safety of all occupants is of primary concern. Any unsafe condition or activity should be immediately reported to Capital City Event Center management for corrective measures.

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# Event Set-Up and Breakdown - Cleaning

Inclusive at the Capital City Event Center are your tables, chairs and basic table linens that will be configured as agreed to set-up and taken down after the event. The Client may begin additional set-up and decorating during the agreed time of use. Please note that all items personal, rented and brought in for the event must be removed at the completion of the event. There is a **\$475.00** deposit charge to Capital City for clean-up. A refund to the Client of \$300 will be credited to your account if all stated above has been removed. We have no available space to accommodate storage. If items need to be stored overnight at Capital City there is an additional \$100.00 fee, and items will need to be removed no later than Noon the following day.

Although unusual, if there is more than one set-up or take down per room, there is an additional \$125.00 charge to Capital City for reconfiguration and or a transition.

## Decorations

Capital City must approve the installation and/or use of decor in the building or on the grounds. Prohibited inside: Rice, bubbles, butterflies, doves, bird seed, hay, and confetti. Sparklers are allowed in outside areas only. In the event candles are used for additional decoration, freestanding candlesticks or open flames are not allowed. Floating candles, those contained in hurricane vases or votives are acceptable. Other decorative items will be determined on a case by case basis. Excess wax, tape or other products that remain on the floor and/or dull the sheen after cleaning will require special assessment, treatment and cost to be agreed upon by both parties. **Nothing should be taped to the hardwood flooring or walls.** 

If you are considering a band, please note the band is required to place a protective mat or carpet beneath all equipment. **x**\_\_\_\_\_

#### Smoking

To protect the premises from potential fire hazards, Capital City is a non-smoking venue.

#### Event Director

For \$150 Capital City's Event Director will be able to assist and/or direct with facility related questions, and will oversee the start of the operations process, and continuity of the event. They will not be responsible for any food-related work.

Although Capital City will set-up tables, chairs and linens in the agreed configuration, it is required to have an onsite contact or "go to person" on the day of the event to help facilitate, direct and coordinate all outside event related vendors, etc.

Be prepared to provide the name and phone number of the assigned person at your pre final meeting.

Name:

# Cancellation or Postponements

There will be no reimbursements of the Venue Rental Fee due to inclement weather, loss of utilities, acts of God, act of any government body or a change in The Client's plans. Please view websites for insurance coverage that can be purchased to allow for unknowns and the unexpected. Prices are subject to change if agreement is modified and agreed to by both parties. In the event of a sale of building, or Capital City Event Center, deposits will be forward to new owner. In the event of event center closing to a new buyer, 100% of deposit will be returned.

In the event of cancellation, a <u>written cancellation</u> must be provided by The Client to Capital City. Should cancellation be deemed necessary, the following policy will apply:

• Circumstances may render a 50% return on deposit should Capital City be able to schedule an event in place of that date, otherwise your deposit will be forfeited.

• In the event of cancellation less than 90 days prior to the event date signed-for in the Agreement, a cancellation fee equal to the full value of the Venue Rental Fee and the full estimated value of the food will be charged.

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## Indemnification

The Client shall make whole and hold harmless Capital City and its officers, employees and agents from and against all claims, demands, damages and the like arising out of the actions or activities of The Client, including but not limited to a negligent act or failure to act on the part of The Client or The Client's guests and invitees.

# Interruptions and Right to Inspect

Capital City will retain the right to cause interruption of any event in the interest of public safety. In such event, The Client waives any and all claims for damages or compensation from Capital City. Capital City shall at all times be under the control of Capital City personnel which shall have the right at all times to be present at the event and to enter the premises to examine and inspect the same for legitimate business purposes.

#### Property of User

The Client is responsible for all its property and that of its guests, musicians, florists, rental equipment agencies, photographers and any other entities that have been contracted for the event. Capital City is not responsible for any damaged, lost, stolen or misplaced property. Found items will be locked in Capital City's safe and available for pick up on the next business day.

In the receipt, care or custody of any kind, or otherwise, delivered to the premises by or for The Client, Capital City shall act solely for the accommodation of The Client, and neither Capital City, nor any of its agents or employees, shall be a bailey or liable for any loss, damage or injury to such property. **x**\_\_\_\_\_ Governing Law

This agreement shall be governed by the laws of the State of Idaho. The parties agree to attempt non-binding mediation of any dispute prior to the filing of any litigation or court action. If either party commences an action against the other party arising out of or in connection with this agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

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## Compliance with Laws

User will comply with all the rules, regulations, laws and ordinances of the United States, the State of Idaho, the City of Boise and Ada County. The Client will not do, nor suffer to be done, anything on the area or parking area adjacent thereto in violation of any laws, ordinances, rules or regulations. If attention of The Client is called to any violation on its part, or on the part of any person employed by it or admitted by it to Capital City, The Client will immediately desist and correct the violations. The Client will be responsible for any and all taxes, fees, charges, licenses and permits, whether Federal, State, County or City, issued on account of its business and other permitted activities engaged in under this Agreement.

# Loss, Costs and Damage to Property

The Client agrees to take full responsibility for the loss, costs or damages caused by The Client, or its guests, service providers, etc., to Capital City's premises, equipment, floors, walls and/or property. The Client acknowledges that its liability for loss or damage is not limited to the amount of the Venue Rental Fee paid by The Client and received by Capital City.

A walkthrough of the space is recommended before and after the event. Should there be significant damage noted to premises and/property on site following this event, your liability insurance or arbitration on the matter can be and should be considered. A window period of thirty days should be appropriate to view, discuss and resolve such concerns or damages is given.

#### Force and Effect

This Agreement will be in effect after Capital City receives the signed contract, the Reservation Deposit, and credit card information from The Client. The Client agrees that its failure to perform fully and faithfully all covenants, conditions and agreements hereunder will excuse Capital City's continued performance.

The event fees will be collected in three installments, the first when the contract is signed and deposit is made. The second installment will be due at the pre- Final Prep Meeting 45 days prior to the event as outlined above. The third installment will be reconciled after all the charges and credits have been applied from the day's event. Respective adjustments in taxes and gratuity will be made. The final statement and receipt will be sent out to The Client within 4 days of the event.

The Client cannot assign or attempt to sub-lease this period of use, or any rights hereunder, of any area of Capital City. Any attempt to sell or assign this period of use or any rights hereunder shall be deemed a sub-lease and in contempt of this contract. In addition, thereto, The Client will be liable to Capital City for any and all damages occasioned by an attempted assignment.

It is agreed that if The Client fails to perform any of the covenants or provisions contained in this Agreement, Capital City can terminate this agreement without liability to Capital City and without releasing The Client from its liability to pay the full amount of fees, charges and deposits provided for herein by this Agreement.

Client Signature:		Client Signature:	
Printed Name:	Date:	Printed Name:	Date:
CCEC Signature:		Operations Manager:	
Printed Name:	Date:	Contact/Questions/Pre-Final:	(208) 985-9000
Owner Gene Hutchison	(208) 985-9000	Reviewed:	

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# Additional Considerations and Acknowledgments

Rental of the sound system is \$200. Capital City does not guarantee compatibility v	vith all devices and
suggests testing prior to event. Accessories needed for proper hook up must be pro	ovided by The Client.
Access to sound equipment will be assigned to one guest of the Client. Capital City	reserves the right to
terminate use of the sound system at any time due to abuse or non-compliance.	X

Inclusive at the Capital City Event Center are your tables, chairs, water glassware,
basic color table linen.

- The following may be rented for 2.50 per set (plates, flatware). Chair covers \$3 we put on and take off, \$2 you put on and take off.
  x\_\_\_\_\_
- Event Director For \$150 Capital City's Event Director will be able to assist and/or direct with facility related questions, and will oversee the start of the operations process, and continuity of the event. They will not be responsible for any food-related work.
- Inclusive at the Capital City Event Center are bar glassware, wine glassware, 16oz clear plastic beer cups. For an additional amount you may rent linen napkins, champagne glassware, and beer glassware
- □ Capital City has in its possession the following: (150) black paddle chairs (18) 5' rounds, (1) 2x2's, (3) 4x4's, (3) 6's, (1) 3' Rounds and (5) Square Cocktail Tables and chairs. Any additional needs are the responsibility of the Client. i.e.; chairs, additional tables, linens, coat racks, champagne glasses, etc.
- The bar has **a \$500 minimum.** Beer & wine prices are subject to change based on vendor pricing
- Back of the house access, i.e.; kitchen, is limited to one assigned contact, be it an event coordinator or assigned sound system operator
- □ A 3% service charge will be applied to all non-cash or non-check payments.
- Capital City is fully handicapped accessible. Follows ADA specifications for thoroughfares, restrooms, and elevator access. These allowances, times and coordination will need to be scheduled with the General Manager.
- All changes or added guests must be communicated for staffing purposes.
- □ Accessibility to the building, in most cases, is 10 a.m. the day of the event, for vendors to drop off or set-up.

Type of Card:	Credit Card Authorization Form
	Credit Card Authorization Form

Authorized Signature: \_\_\_\_\_

Date:

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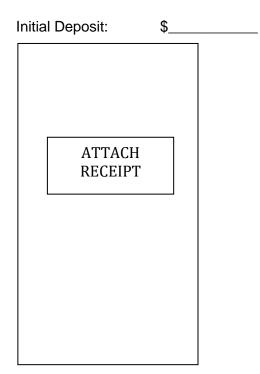
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# Deposit and payments:



Additional Payments: \$\_\_\_\_\_

