

P&IN Railway Depot Freight Room Rental Agreement

Tenant/Vendor: _____

Mailing Address: _____

Physical Address: _____

Contact Person: _____

Phone#: _____ Cell#: _____

Date(s) of Event: _____ # of Days: _____

Type of Event: _____

Anticipated Number to Attend: _____

Time of use beginning, including setup: _____

Ending time, including cleanup: _____

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

Full payment of rental fee is expected at time of reservation but total rental fee, plus cleaning deposit of \$125 must be paid in full at least 10 days prior to date of event or rental reservation will be cancelled. 50% of payment received will be refunded if cancellation is at least 5 days prior to event.

Events scheduled more than 90 days prior to the event shall require payment of the cleaning deposit at time of reservation.

Rental Fee - _____ 4 hours \$100 _____ All day \$250

Cleaning Deposit - \$125

Total Due _____

Payments	Date _____	Amt Paid _____	Cash/Check # _____
Payments	Date _____	Amt Paid _____	Cash/Check # _____
Payments	Date _____	Amt Paid _____	Cash/Check # _____

All pages of this document contain important legal rights and liabilities. Signature on page 2 signifies that I have read and agree to all terms and conditions. Any and all exceptions to contract are at the discretion of the City of New Meadows.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Agreement is entered into this ____ day of _____, 20__ by and between the City of New Meadows ("the City") and _____ ("Tenant/Vendor").

RECITALS

The City 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. Tenant/Vendor desires to use said property **known as the "Freight Room"** 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, Tenant/Vendor has agreed to indemnify and hold the City harmless from any liability whatsoever associated with Tenant/Vendor's activity as aforesaid. Tenant/Vendor also recognizes that the City is a governmental entity pursuant to the laws of the State of Idaho and that the City is entitled to all the protections provided to a governmental entity under state and federal laws.

WHEREFORE, it is agreed as follows:

1. Evening or full day rentals terminate at Midnight.
2. Landowner hereby grants Tenant/Vendor permission to use said property as aforesaid . This Agreement is in addition to any other agreements between the City and Tenant/Vendor.
3. NOISE CLAUSE: At all times the noise level in the building and on and around the property must remain in compliance with all City and State laws. Noise is not to be heard beyond property boundaries. **The test:** If one walks out to S. Commercial Street (road in front of building) and can hear noise, it is too loud. That includes any and all music, musical instruments, voices, microphones, mechanical implements, speakers, crowd noise, vehicles, etc. We must be respectful of our neighbors and in compliance with city ordinances.
4. Tenant/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 Tenant/Vendor.
5. Tenant/Vendor hereby indemnifies and holds the City harmless regarding any costs, fees, damages or liability of any kind, incurred by the City as a result of the Tenant/Vendor's activities, and further agrees to defend the City with counsel of the City's choice against any claims arising from such activities. Tenant/vendor shall be responsible for payment of any damages or repairs necessary to building due to Tenant/Vendor's use. Repair(s) will be at sole discretion of the City and done by contractor/person of the City's choice.

DATED this ____ day of _____, 20__.

Mail to: City Clerk/Treasurer, City of New Meadows, P.O. Box 324, New Meadows, Idaho 83654, or sign and turn into a PDF, JPEG or WORD document and email to kyla.cityclerk@newmeadows.idaho.us.

The City of New Meadows.

By: _____ -

Position: _____

Tenant/Vendor:

By: _____

Position: _____