

# CITY OF MIDDLETON

P.O. Box 487, 1103 W Main St, Middleton, ID 83644 (208) 585-3133 Fax (208) 585-9601 citmid@middletoncity.com www.middleton.id.gov

# Trolley Information

### Deposit (refundable)

- Meeting \$100
- Events \$500

#### Cost

- Meetings \$50 per hour plus tax
- Whole Day \$320 plus tax (8a.m. midnight)
- Cancelation fee \$30 (within 30 days of event)

#### Alcohol

- Must have a licensed vendor (onsite/premises designation)
- Permit fee \$20 (to be paid by vendor at least 5 days prior to event)

13 eight foot long tables 108 chairs (4 carts 27 chairs each)

Main Room is 30ft x 52ft



 $\begin{array}{c} \text{TROLLEY STATION RENTAL AGREEMENT} \\ \text{REV. } 04/2022 \end{array}$ 

#### **TROLLEY STATION RENTAL AGREEMENT**

This agreement	is made and effective on	between the City of
Middleton, a municipal	corporation of the State of Idaho, (F	Facility Owner) and
		(Renter). The Trolley
Station, kitchen, restroo	ms, and museum are owned and oյ	perated by the City of Middleton, and use of
all or a portion of the fa	cility is governed by the Middleton	City Code. This fully-executed agreement, a
paid or waived rental fe	e(s), a Property Condition Form sigr	ned by the Renter, and a City of Middleton
Catering Permit Applicat	tion and copy of the designated Alco	ohol Server license (if applicable), constitute
a complete Trolley Station	on Rental Agreement. In considerat	tion of the mutual covenants contained in
this agreement, the Faci	lity Owner rents the Trolley Station	at 310 Cornell Street, Middleton, Idaho to
the Renter under the fo	llowing terms and conditions.	
	TERMS AND CONDITIONS (Read a	nd Initial each item)
Activity/Event [	Description.	
Capacity. The r	naximum capacity of the Trolley Sta	ation is <b>100.</b> The Renter agrees to not cause
or allow more than 100	individuals to be in the Trolley Stati	on at one time.
Date and Time	of Use.	
Time is of the essence w	ith reference to the time of use, an	d any extra time for any reason must be
approved in writing by t	he Facility Owner and must be paid	for in advance.
Alcohol.	Alcohol will be served	Alcohol will not be served
Alcohol served at the Tr	olley Station must be served by an I	daho licensed alcohol server, and a copy of
the server's license shal	be attached to this application. If	alcohol will be served at the Trolley Station,
the Renter agrees to cor	nply with the laws of the State of Id	daho when using and serving alcohol. The
Renter shall complete a	nd return to the Facility Owner the	City of Middleton Catering Permit Application
at least five (5) calendar	days prior to the event/activity (Se	nd copy of Catering Permit to Idaho State
Police and the Middleto	n Police Department).	
Non-Smoking Fa	acility. Smoking, vaping and use of	e-cigarettes are prohibited in the Trolley
Station and city-owned	parks. Designated smoking areas o	outside but near Trolley Station are clearly
marked. The Renter agr	ees cause or allow smoking, vaping	and use of e-cigarettes only in city-
designated smoking are	as.	





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**Decorations**. The Renter agrees to hang decorations only using the hooks previously installed by the Facility Owner. **Prohibited**. The Facility Owner and the Renter agree that the following or similar uses and items are strictly prohibited because of damage that could result: open flames, use of gasoline, fuels, oil lanterns or electrical equipment engines, motors or machinery, candles, glitter, confetti, straw, rice, birdseed, hay, drinks with red or purple dye, duct tape, fastening decorations to or hanging decorations on the projector, screen, light or fan fixtures, wood paneling, cabinets, doors, walls, or windows; denting, creating a hole, installing a hook, fastener, or inserting thumb tacks of any kind into the facility's walls, ceiling, or woodwork; or scarring or marking a window sill. The Renter agrees to pay to repair damage the Renter or Renter's representative, agent, guest, or visitor causes or allows. **Noise.** Public disturbance by loud or offensive noise, especially after 10:00 p.m. is prohibited. Fees and Refundable Deposit. The Renter agrees to pay the Facility Owner the deposit and fee due prior to using the facility and/or equipment. The deposit and fee amounts are set by resolution of the Middleton City Council, and are included on the city's fee schedule. The Renter agrees to clean the facility and equipment, and after the Renter's activity or event, return possession of the facility and equipment to the Facility Owner in the same condition as when the Renter received it, normal wear and tear excepted. Expenses incurred by the Facility Owner to clean or repair the facility and/or equipment will be deducted from the Renter's deposit. The balance of the deposit, if any, will be returned to the Renter. If the expense to repair or clean the facility and/or equipment incurred by the Facility Owner exceeds the deposit, the Renter agrees to pay the Facility Owner the additional amount. Cleaning. The Trolley Station facility and equipment will be in a clean condition prior to the Renter's activity or event. Cleaning must be complete by the end of the contract period and cannot be delayed until the following day. If the Renter would like to clean the facility the day following the activity or event, then that day needs included in the date and time of use, and the appropriate fee paid. The Renter agrees to deliver the Trolley Station to the Facility Owner in as good condition as at the beginning of this agreement, including cleaning the facility and collecting, bagging and removing trash from the facility after the Renter's activity or event. The Renter agrees to pay the costs of cleaning or repairing any damage to fixtures, furniture or furnishings, walls, windows, ceiling, doors, flooring, kitchen, bathrooms, or electrical equipment caused by any act of the Renter or the Renter's employees, agents or anyone visiting the Trolley Station during the Renter's date and time of use.



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The Facility Owner and the Renter agree that the determination of whether the facility and equipment are clean or damaged is in the sole discretion of the Facility Owner.

<u>Facility</u>. The Facility Owner at a large expense remodeled Trolley Station in 2015-2016 into an event center for Middleton with an elegant environment, audio/video projection system and screen, warming kitchen, restrooms, a drinking fountain, and light-weight tables and chairs. The Facility Owner and the Renter will inspect the facility and review the attached Property Condition Form identifying the condition of the facility and equipment. The Renter must provide the city a complete Trolley Station Rental Agreement prior to occupying or using the facility.

The facility and equipment are available for use on a first-come, first-served basis unless previously reserved by calling 208-585-3133 or visiting City Hall. The Facility Owner may enter the Trolley Station at any time to inspect the facility and/or equipment if the Facility Owner suspects the terms and conditions of this agreement are being violated. An individual may be removed or this agreement terminated by the Facility Owner if the individual refuses to comply with the Middleton City Code or the terms and conditions of this agreement. The Facility Owner may decline to rent the facility to anyone who in the past has not complied with Middleton City Code or the terms and conditions of their agreement with the city.

Utilities, Kitchen, and Restrooms. Use of the utilities, kitchen and restrooms is included in the

fee to rent the Trolley Station. The kitchen is only for keeping food warm, final food presentation,
serving and bussing. The kitchen does not contain dishes, glassware, knives, utensils, pots, or pans. The
Renter agrees to not prepare or cook food in the kitchen.
Access. The sidewalks, doorways, and halls providing access to the facility are only for
loading/unloading items for an activity or event, and for individual ingress/egress. Obstructing
sidewalks, doorways, and halls is prohibited. The Renter agrees to not cover or obstruct windows in the
facility, including light fixtures, without prior written consent from the Facility Owner.
Safe and Legal Use. The Renter agrees to comply with all applicable local, state and federal
laws, and use the facility and equipment in a safe manner.
<u>Liability</u> . The Renter acknowledges the risk of large gatherings of people at one location and
hereby assumes the risk of loss associated with renting the Trolley Station. The Renter releases and
agrees to hold harmless the Facility Owner and its officers, agents, employees and representatives, from
any claim, demand, loss, cost or damage that may arise in connection with the Renter's rental of Trolley

Station. The Facility Owner does not represent or warranty that the property is fit for any particular



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purpose, and does not assume any liability or	responsibility for any personal property placed in the
Trolley Station during the Renter's date and ti	me of use.
Abandoned Property. The Renter an	d Facility Owner agree that the Facility Owner has the sole
right to the custody of any personal property	remaining at the facility after the Renter's activity/event is
over, and the property is deemed abandoned	and becomes property of the Facility Owner after five
business days following the date of Renter's u	se of the facility.
Assignment or Subletting Prohibited.	Neither party may assign this rental agreement or
sublet all or a portion of the facility without th	ne prior written consent of the Facility Owner.
Impossibility. The Renter releases a	and waives any claim against the Facility Owner for any loss
or damage due to any defect of the water, sev	wer, drainage, heating, electrical, ventilation, or
refrigeration system in, at, or connected to th	e facility that occurs while in connection with Renter's
activity or event. If any part of one or more of	of these systems fails or is damaged by natural causes, fire,
strikes, failure of utilities, or Act of God which	, in the sole discretion of the Facility Owner, renders the
fulfillment of this rental agreement by the Fac	cility Owner impossible, then the Renter releases Facility
Owner, its officers, representatives, agents, a	nd employees from any demand or claim for loss or
damage arising from any of these causes.	
Applicable Law. This agreement sha	all be governed according to the laws of the State of Idaho.
Binding Agreement. This agreement i	s binding on the parties and their respective heirs,
executors, administrators, personal represent	ratives, successors and assigns.
After Hours Number: 208-921-0029	
FACILITY OWNER:	RENTER:
Signature	Signature
Printed Name	Printed Name
	Phone Number
Office Use Only:	
Deposit Paid: Copy of Driver's License Rcvd: (Initials)	
Rental Fee + Tax Paid:	_ _ Receipt #:



# City of Middleton Alcohol Beverage Catering Permit Application

Complete this permit and remit with <u>PAYMENT</u> to City Clerk's Office, 1103 W Main St, P.O. Box 487, Middleton, ID 83644; or email to: citmid@middletoncity.com

#### Submit application at least 5 working days prior to the event.

Middleton City Code 1-15-17-18: No location may have more than <u>24 days</u> in any calendar year where alcohol is served pursuant to a catering permit(s).

(Dustriess han	ne as listed on Idaho State	a Alcahal Licansa)	—
`		,	
		County	
Beverage License must be provided with	the application.)	Expires Expires City of Middleton, a copy of their Idaho State Al	 coh
Permit to be used: Month	<u>,</u> Date(s)	Hours:m,	
Location:(Premises, Rooms, Suites, A		Beer Wine Liquor	
(Premises, Rooms, Suites, A	ddress)		
Catering for:			_
(Type of Event: Private Part		•	
Name of party or convention sponsoring	the event:		_
Expected attendance at the event:			
Alcohol Inside (dispensed	d and consumed inside	a building)	
		ide in the open). Attach a detailed site plan of the side in the open). Attach a detailed site plan of the side in the open in	
days, not to exceed five (5) conse	ecutive days at the fee	), group(s), or person(s) and guests for a period of twenty dollars (\$20.00) per day.	of
Official Title:			
Date:Email F	Address:		_
0 · · · DI . N . I			<u> </u>
			_ _ _
Contact Phone Number: Questions? E-mail: citymid@middleto			  
			_ _ _ 
Questions? E-mail: <a href="mailto:citymid@middleto">citymid@middleto</a> For City of Middleton Use Only	ncity.com Phone:		
Questions? E-mail: citymid@middleto  For City of Middleton Use Only  Receipt Amount \$	ncity.com Phone:	(208) 585-3133  Receipt Number	
Questions? E-mail: citymid@middleto  For City of Middleton Use Only  Receipt Amount \$  Verify "On Premises Consum	prion" designation with Id	(208) 585-3133	
Por City of Middleton Use Only  Receipt Amount \$  Verify "On Premises Consum at https://isp.idaho.gov/abc/l	pption" designation with IdlicenseSearch/	(208) 585-3133  Receipt Number	

## **Trolley Station Food Truck Catering Event**



Food Truck must vend to the sidewalk.

Only **ONE** Food truck can vend at a private event and require the Catering Permit and a fee of \$20.00

Food Truck must be located 10 ft away from the northwest corner of the building.★

Food Truck must be inspected by Middleton/Star Fire prior to event.

## Middleton Place Park Single Food Truck Vendor Location Shelter Reservation Event



Food Truck must Vend to the Sidewalk

Only <u>ONE</u> Food truck can vend at a private event and require the Catering Permit and a fee of \$20.00

Food Truck must be inspected by Middleton/Star Fire prior to event.