

Trolley

Deposit (refundable)

- Meeting - \$100
- Everything else - \$500

Cost

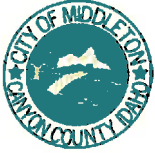
- Meetings \$100 per hour + tax
- Whole day non-resident (8 a.m. – midnight) \$640 + tax
- Whole day resident (8 a.m. – midnight) \$320 + tax
- Cancellation fee (within 30 days of event) \$30 + tax

Alcohol

- Must have licensed vendor
- \$20

15 eight foot tables

110 chairs



CITY OF MIDDLETON

PO BOX 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX

ADMINISTRATIVE

TROLLEY STATION RENTAL AGREEMENT

REV. 8/2017

TROLLEY STATION RENTAL AGREEMENT

This agreement is made and effective on _____ between the City of Middleton, a municipal corporation of the State of Idaho, (Facility Owner) and _____ (Renter). The Trolley Station, kitchen, restrooms, and museum are owned and operated by the City of Middleton, and use of all or a portion of the facility is governed by the Middleton City Code. This fully-executed agreement, a paid or waived rental fee(s), a Property Condition Form signed by the Renter, and a City of Middleton Catering Permit Application and copy of the designated Alcohol Server license (if applicable), constitute a complete Trolley Station Rental Agreement. In consideration of the mutual covenants contained in this agreement, the Facility Owner rents the Trolley Station at 310 Cornell Street, Middleton, Idaho to the Renter under the following terms and conditions.

TERMS AND CONDITIONS

Activity/Event Description. _____

_____ **Capacity.** The maximum capacity of the Trolley Station is 100. The Renter agrees to not cause or allow more than 100 individuals to be in the Trolley Station at one time.

_____ **Date and Time of Use.** _____

Time is of the essence with reference to the time of use, and any extra time for any reason must be approved in writing by the Facility Owner and must be paid for in advance.

_____ **Alcohol.** Alcohol will be served _____ Alcohol will not be served

Alcohol served at the Trolley Station must be served by an Idaho licensed alcohol server, and a copy of the server’s license shall be attached to this application. If alcohol will be served at the Trolley Station, the Renter agrees to comply with the laws of the State of Idaho when using and serving alcohol. The Renter shall complete and return to the Facility Owner the City of Middleton Catering Permit Application at least five (5) calendar days prior to the event/activity (Send copy of Catering Permit to Idaho State Police and the Middleton Police Department).

_____ **Non-Smoking Facility.** Smoking, vaping and use of e-cigarettes are prohibited in the Trolley Station and city-owned parks. Designated smoking areas outside but near Trolley Station are clearly marked. The Renter agrees cause or allow smoking, vaping and use of e-cigarettes only in city-designated smoking areas.



CITY OF MIDDLETON

PO BOX 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX

ADMINISTRATIVE

TROLLEY STATION RENTAL AGREEMENT

REV. 8/2017

_____ **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.



CITY OF MIDDLETON

PO BOX 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX

ADMINISTRATIVE

TROLLEY STATION RENTAL AGREEMENT
REV. 8/2017

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.

_____ **Facility.** 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.

_____ **Liability.** 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



CITY OF MIDDLETON

PO BOX 487, MIDDLETON, ID 83644
208-585-3133, 208-585-9601 FAX

ADMINISTRATIVE

TROLLEY STATION RENTAL AGREEMENT

REV. 8/2017

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 purpose, and does not assume any liability or responsibility for any personal property placed in the Trolley Station during the Renter's date and time of use.

_____ **Abandoned Property.** The Renter and 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 use of the facility.

_____ **Assignment or Subletting Prohibited.** Neither party may assign this rental agreement or sublet all or a portion of the facility without the prior written consent of the Facility Owner.

_____ **Impossibility.** The Renter releases and waives any claim against the Facility Owner for any loss or damage due to any defect of the water, sewer, drainage, heating, electrical, ventilation, or refrigeration system in, at, or connected to the facility that occurs while the in connection with Renter's activity or event. If any part of one or more 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 Facility Owner impossible, then the Renter releases Facility Owner, its officers, representatives, agents, and employees from any demand or claim for loss or damage arising from any of these causes.

_____ **Applicable Law.** This agreement shall be governed according to the laws of the State of Idaho.

_____ **Binding Agreement.** This agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

FACILITY OWNER:

RENTER:

Signature

Signature

Printed Name

Printed Name

Phone Number

Phone Number

Deposit Paid: _____

Driver's License # _____ Exp: _____

Fee Paid: _____

Address: _____

Receipt #: _____

Pre-Rental Inspection time: _____

Post-Rental Inspection time: _____

Event Coordinator: _____ Phone: _____



**Trolley Station
Property Condition Form
(To be filled out at time of rental)**

Date: _____ Event: _____

Pre-Rental Inspection: Renter _____ Employee: _____ Date/time: _____

Post-Rental Inspection: Renter _____ Employee: _____ Date/time: _____

Key # _____

Trolley Station

Property Condition	Pre-Rental (Yes or No)	Post Rental (Yes or No)	Comments
Floors	Vacuumed, no damage		
Windows	Clean no damage		
Window sills	Clean no damage		
Wainscot	Clean no damage		
Cabinets (west wall)	Clean no damage		
Projector	On-site, properly working		
Project remote control	On-site, properly working		
HDMI Cord extension w/coupler	On-site, properly working		
Wireless Keyboard	On-site, properly working		
Wireless Mous/dongle	On-site, properly working		
Screen	On-site, properly working		
Microphone	On-site, properly working		
Microphone Receiver	On-site, properly working		
Sound Receiver	On-site, properly working		
Walls	Clean no damage		
Doors	Clean no damage		
Ceiling lights, wall sconce	No damage, properly working		
Light switches/wall plates	No damage, properly working		
Fire extinguisher	On-site		
Security Cameras (2)	On-site		
Speakers in ceiling	On-site		

Kitchen

Property Condition	Pre-Rental (Yes or No)	Post Rental (Yes or No)	Comments
Floors	Clean, no damage		
Sinks	Clean, no damage		
Window	Clean, no damage		
Refrigerator/freezer	Clean, no damage, properly working		
Stove (2)	Clean, no damage, properly working		
Stove hoods (2)	Clean, no damage, properly working		
Counter tops	Clean, no damage		
Upper cabinets	Clean, no damage		
Lower cabinets, drawers	Clean, no damage		
Cutting board (2)	Clean, no damage		
Roll-up serving door, hook	Clean, no damage, properly working		
Trash cans (3)	Empty, with new liners		
Fire extinguisher	On-site		

Signature Renter _____

Signature Employee _____



**Trolley Station
Property Condition Form
(To be filled out at time of rental)**

Women's Bathroom

Property Condition	Pre-Rental (Yes or No)	Post Rental (Yes or No)	Comments
Floors	Clean, no damage		
Sink	Clean, no damage, working properly		
Counters	Clean, no damage		
Toilets	Clean, no damage, working properly		
Sanitary fixtures in stalls	Clean, no damage, clean liner		
Soap dispenser	Clean, no damage, working properly		
Walls	Clean, no damage		
Partitions	Clean, no damage		
Trash	Empty, clean liner		
Light fixtures, switch	No damage, properly working		
Towel dispenser	No damage, properly working		

Men's Bathroom

Property Condition	Pre-Rental (Yes or No)	Post Rental (Yes or No)	Comments
Floors	Clean, no damage		
Sink	Clean, no damage		
Counters	Clean, no damage		
Toilets	Clean, no damage, working properly		
Urinal	Clean, no damage, working properly		
Soap fixture	Clean, no damage, working properly		
Walls	Clean, no damage		
Lighting fixtures, switch	Clean, no damage, working properly		
Partitions	Clean, no damage		
Trash	Empty, clean liner		
Light fixtures, switches	No damage, properly working		
Towel dispenser	No damage, properly working		

Annex Hallway

Property Condition	Pre-Rental (Yes or No)	Post Rental (Yes or No)	Comments
Floors (carpet)	clean, no damage		
Walls Ceiling	clean, no damage		
Doors	clean, no damage		
Fire extinguisher	clean, no damage		
Ceiling lighting, wall sconces	Clean, no damage, working properly		
Custodial Closet			
Janitorial Sink	Clean, no damage, working properly		
Broom (1)	On-site		
Mop (1)	On-site		
Bucket (1)	On-site		
Vacuum (2)	On-site		
Drinking Fountain	Clean, no damage, works properly		
Security Camera	On-site		



**Trolley Station
Property Condition Form
(To be filled out at time of rental)**

Storage Room

	Property Condition	Pre-Rental (Yes or No)	Post Rental (Yes or No)	Comments
Walls	Clean, no damage			
Carpet	Clean, no damage			
Ceiling	Clean, no damage			
Chairs	Clean, no damage			
Cart #1	Clean, no damage - 28 chairs stacked			
Cart #2	Clean, no damage - 28 chairs stacked			
Cart #3	Clean, no damage - 28 chairs stacked			
Cart #4	Clean, no damage - 26 chairs stacked			
Tables (15)	Clean, no damage - stacked on side			

Exterior

	Property Condition	Pre-Rental (Yes or No)	Post Rental (Yes or No)	Comments
Sidewalks	Clean, no damage			
Lighting fixtures	Clean, no damage			
Grounds, flower beds, grass	Clean, no damage			
Security camera	On-site			

Signature Renter _____

Signature Employee _____