



Portia Club  
225 North 9th Street  
Payette, ID 83661  
www.portiaclub.org

### The Friends of the Portia Club, Inc. Rental Contract

Rental Date: \_\_\_\_\_ Time: (from) \_\_\_\_\_ am/pm (to) \_\_\_\_\_ am/pm  
Event: \_\_\_\_\_ Time: (from) \_\_\_\_\_ am/pm (to) \_\_\_\_\_ am/pm  
Drivers License on File?  yes  no Copy of Liability Insurance?  yes

Name: \_\_\_\_\_ Organization: \_\_\_\_\_  
Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Today's Date: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Rental Fee \$ \_\_\_\_\_ + Security Deposit \$100.00 = \$ \_\_\_\_\_ Total  
If Alcohol is Being Served + Alcohol Surcharge \$100.00 = \$ \_\_\_\_\_ Total

Will Alcohol be served? <input type="checkbox"/> yes <input type="checkbox"/> no	Name of Caterer: _____
Copy of Idaho State Liquor License? <input type="checkbox"/> yes	Payette City Catering Event Permit <input type="checkbox"/> yes
Alcohol Surcharge of \$100.00 will be charged for all events.	Refundable Alcohol Surcharge Paid? <input type="checkbox"/> yes

Your signature on this Contract confirms that you have read and are in agreement with all rental terms and facility use requirements for the Portia Club.

Please read and sign each page then return this contract with the rental fee of \$ \_\_\_\_\_ and a security deposit of **\$100.00**. The Security Deposit will be **\$200.00** for events with alcohol. Checks shall be payable to *the Friends of the Portia Club, Inc.*

The security deposit will be refunded upon satisfactory inspection of the facility following your event. If additional charges are incurred at that time, they will be deducted from the security deposit. The renter shall be responsible for any and all costs to repair damage to the clubhouse, equipment, or grounds, and any excessive clean-up required, including, but not limited to the security deposit.

Payment in full is due 14 days prior to the event. Cancellation of this contract within 24 hours of the event will result in forfeiture of the deposit. Additional rental charges will be assessed at \$25 per hour or portion thereof.

All changes to this contract must be made in writing prior to the event. No verbal agreements will be honored.

The Portia Club is a national historic landmark and no part of the clubhouse, grounds, fixtures or equipment is to be painted, altered, disfigured, defaced, drilled or changed in any way.

To rent the Portia Club you must be 21 years old or older and must be on site at the Portia Club during the entire rental event. Any event for those younger than 21 years old must have adult supervision for which the adult is responsible for all terms of this contract. Lessees are not allowed to rent the facility and then not attend/supervise the event. Only the event approved prior to the rental is allowed on the premises. There are no third party rentals.

Should you have any questions, feel free to contact Cleo Thompson at 208-739-3483.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date* *Page 1 of 4*

**01) ALCOHOLIC BEVERAGES - All Idaho State Laws regarding alcohol consumption will be followed.**

- 1) For a non-alcohol event, there will be NO alcohol allowed in the clubhouse or anywhere on the premises, including the yard or parking area.
- 2) For all events where alcohol might be consumed the renter takes full responsibility. In addition:
  - a) Permission must be obtained by the Friends of the Portia Club, Inc., for all events where alcohol might be consumed, at least 72 hours prior to the event.
  - b) Any alcohol consumed at an event in the facility or anywhere on the premises must be catered by a holder of an Idaho State Liquor License, a copy of which must be given to the Friends of the Portia Club, Inc., at least 48 hours prior to the event.
  - c) The event must also have a Payette City Catering Event Permit (by the holder of the liquor license), a copy of which must be given to the Friends of the Portia Club, Inc., at least 48 hours prior to the event.
  - d) There will be no alcohol served after 12am (midnight) and any alcohol must be removed from the facility by midnight. Alcohol may not be consumed in the facility or anywhere on the premises after midnight.
  - e) The Renter agrees to be responsible for all alcohol consumption on the premises for the duration of the event.
  - f) The Renter also agrees that the Friends of the Portia Club, Inc., will not be held liable for any event or damages due to alcohol consumption during, or resulting from, a rented event.

**02) CAPACITIES** - The seating capacity for the Portia Club is one of the following: 90 Guests Seated at Tables; 155 Guests Seated in Chairs; or, 210 Guests Standing. It is the responsibility of the renter to honor all occupancy requirements for the duration of any event.

**03) CLEAN-UP** - At the conclusion of the event the Portia Club is to be left clean. Failure to clean the clubhouse, equipment and grounds will result in the forfeiture of the security deposit.

- 1) Cleaning shall include vacuuming and sweeping all hard-surface floors.
- 2) All bathroom fixtures, sinks and toilets must be cleaned and sanitized.
- 3) The kitchen is to be cleaned and all utensils put in place.
- 4) All tables and chairs must be cleaned and placed appropriately.
- 5) All trash (per Payette City guidelines) must be put in plastic bags and **removed from the building** to the appropriate containers at the rear of the Portia Club. Recycling is encouraged.
- 6) All debris is to be removed from the yard and parking area and disposed of properly.
- 7) All cleaning supplies are located in the back office.
- 8) Turn off all lights and reset the thermostats. The thermostats are set at normal use level. If adjustments are made, thermostats are to be reset to 55 degrees in the winter and 85 degrees in the summer.
- 9) If directed by the Manager, lock the door and leave the key in the specified location.

**04) CURFEW** - All functions must end and guests leave at 1:00 AM.

**05) DECORATIONS/FLYERS/SIGNS** - The use of nails, tacks, tape, or similar materials to affix decorations is prohibited on the interior and exterior of the clubhouse. Nothing is to be attached to ceiling, ceiling fans or any fixtures. Sticky Tack may be used on the walls if it is completely removed after the event.

**06) DELIVERIES AND STORAGE** - Delivery of items prior to a function is discouraged, as there is no space or secured area. The Friends of the Portia Club, Inc., is not responsible for any equipment or property, which is lost or damaged before, during, or after an event. All equipment and property must be removed by the end of the event. If an early or a late pick up is required, additional rental charges may be incurred.

**07) FEES** - Balance due on rental fees must be paid 5 business days before the event or will be considered canceled without prior notice. The security deposit must also be pre-paid to reserve the event date. The deposit will be refunded to the user within 3-7 business days after the event date if the keys are returned and the facility passes inspection for damage, cleanliness, etc. Any discrepancies will be settled prior to refund. The renter shall be responsible for any and all costs to repair damage to the clubhouse, equipment, or grounds, and any excessive clean-up required, including, but not limited to the forfeiture of your security deposit.

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Signature

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Date

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Page 2 of 4

**08) FURNITURE - All furniture is to be wiped clean and left in its original location and condition.**

Furniture and accessories are to remain as found, unless a special set-up has been arranged in advance. Furniture is not to be used outside. Furnishings may include ten 60" round tables and up to 80 chairs. If additional furniture or special equipment is required, it must be rented from an outside vendor and requires written approval from FPC, Inc.

**09) KEYS** - Keys may not be duplicated. If keys are given, failure to return the keys as required will result in the forfeiture of the security deposit.

**10) KITCHEN** – The Portia Club does not have a catering kitchen and only offers a prep kitchen.

**11) LIABILITY** - The renter agrees to be entirely responsible for the loss, damage or theft of personal property of, or personal injury of, those occupying the clubhouse or on the premises of the Portia Club.

**12) MINORS** - For children under the age of 3, 1 adult supervisor per 9 children is required. For minors age 3 to 18, 1 adult supervisor per 10 minors is required. An adult is 21 years or older with proof of age.

**13) MUSIC/NOISE** - The Portia Club is located in a residential neighborhood. **Excessive, high decibel music or other noise causing complaints to the City and/or Police may result in termination of your event and the forfeiture of your deposit.** Musical activities will be confined to the interior. Audio volume should be within reasonable levels as determined by the Friends of the Portia Club, Inc. All music, live or recorded, must cease at 12:00 midnight.

**14) PARKING & ACCESSIBILITY** - Parking is available on the street. The driveway adjacent to the Portia Club on North 9th Street is private; do not park in this driveway or block it in any way. The Portia Club has one handicapped parking space with ramps located adjacent to the alley at the back entrance.

**15) PUBLIC FUNCTIONS** - Any organization or sponsor conducting a function open to the public, offering items for sale or charging an admission fee, must obtain written permission from the Friends of the Portia Club, Inc., prior to the event. Proper licensing or permits will also be required and all regulations, ordinances, and laws set forth by the State of Idaho and Payette City/County must be followed. No function may take place without such written permission, proper licensing or permits. Additional rental fees may apply.

**16) PUBLIC SAFETY** - Renters are prohibited from placing items in corridors or blocking emergency exits. The use of flammable material, open flames, including candles, or other such devices is strictly prohibited. Tea candles in flame-proof containers may be used.

**17) RENTAL PERIOD** – The Portia Club offers two standard rental periods.

1) An event four hours or less with 2 extra hours for set-up and clean-up.

2) An all day event from 10 a.m. until 1 a. m. With additional time until 9 a.m. the day following the event to allow for clean-up. All curfews listed herein must be observed.

Rehearsals - Wedding rehearsals or other pre-event activities may be scheduled for an additional fee.

**18) RETURNED CHECKS** - There will be a \$35 charge for all returned checks and the event will be considered canceled.

**19) RICE/CONFETTI/BIRDSEED** - The throwing of confetti, rice (which harms wildlife) or similar items is prohibited on the premises, including the yard. Birdseed is a safe and acceptable alternative.

**20) RIGHT TO TERMINATE** - The Friends of the Portia Club, Inc., reserves the right to terminate the Lessee's contract at any time without refund of rental fee and deposit if any unlawful activities are taking place or if it is adjudged by city authorities that noise complaints are warranted.

**21) SECURITY DEPOSIT** – After a post event inspection, security deposits will be returned unless damage to the building or failure to follow any of the rules and regulations cause partial or total forfeiture. Any additional charges incurred (e.g., damage, additional hours of rental) will be subtracted from the security deposit.

**22) SMOKING** - The Portia Club is a "Smoke Free" facility and it is the responsibility of the renter to prevent smoking anywhere within the building or within 10 feet of any entrance or opened window. Smoking is limited to the designated area in the rear of the building. All smoking debris must be placed in containers provided for such.

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Signature

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Date

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Page 2 of 4

**The Portia Club**  
**Hold Harmless, Indemnification and Waiver Agreement**

**Indemnification** - The undersigned (user), as renter or agent for the renter of this facility, hereby shall indemnify and hold harmless the The Friends of the Portia Club, Inc., and its officials, employees and agents from and against any and all liabilities, judgments, settlements, loses, costs or charges (including attorney fees) incurred by the The Friends of the Portia Club, Inc., and/or any of its officials, employees and agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with this agreement.

**Waiver** - The undersigned (user) knows, understands and acknowledges the risks and hazards associated with using the property and hereby assumes any and all risk and hazards associated herewith. The user hereby irrevocably waives any and all claims against the The Friends of the Portia Club, Inc., or any of its officials, employees and agents for any bodily injury (including death), loss or property damage incurred by the user as a result of using the property and hereby irrevocably releases and discharges the The Friends of the Portia Club, Inc., from any and all claims of liability arising out of or associated with the use of the Property.

**Property Damage** - The undersigned (user) shall pay the The Friends of the Portia Club, Inc., for any and all physical loss or damage to the Property (including the cost to repair or replace the property) caused by, arising out of, or relating to or associated with the use of the Property by the user and including, but not limited to the user's members, employees, agents or invites.

I agree that I have read and will abide by the above terms, rules, procedures and conditions. I agree to save and hold the Friends of the Portia Club, Inc., harmless from any suit or claim for damages or injury sustained on or off the premises by any person, from any cause whatsoever, including alcohol consumption, during the period of use by the User and, if required, to furnish a policy of liability insurance for this purpose at the expense of the User.

It is understood that upon the binding of this agreement, between the User and The Friends of the Portia Club, Inc., that any violation of the conditions as set forth in this agreement can result in forfeiture of the Event deposit in its entirety and may result in the immediate cancellation or shutting down of the event.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date