



## Clubhouse Lease & Event Agreement

This Clubhouse Lease & Event Agreement (“Agreement”) is entered into on the date of last signature below by and between:

🎬 Lessor: 49ers Saddle Club, an Idaho nonprofit/association, PO Box 1683 Lewiston, ID 83501

🎬 Lessee: \_\_\_\_\_ (individual/organization)

(address: \_\_\_\_\_) \*Renters must be at least 21 years of age or have a responsible party co-sign. For minor related functions a parent or guardian must sign the contract and be present on the grounds the entire time of the event.\*

### Event Details:

🎬 Event Name/Type: \_\_\_\_\_

🎬 Event Date(s): \_\_\_\_\_

🎬 Event Hours (including setup/tear-down): \_\_\_\_\_

🎬 Expected Attendance: \_\_\_\_\_

### 1. Grant of License & Purpose

Lessor grants Lessee a limited, revocable license to use the Clubhouse and designated areas solely for the Event described above, subject to this Agreement, 49ers Saddle Club rules, and applicable laws. This is not a tenancy; no exclusive possession is granted beyond Event hours.

### 2. Term; Access; Capacity

🎬 Access is permitted only during the stated hours. Early access or late departure requires prior written approval and may incur additional fees.

🎬 Maximum occupancy (177) shall not exceed posted capacity or fire code limits.

🎬 Lessor may enter the premises at any time for safety, inspection, or operational reasons.

### 3. Fees, Deposits, and Payment

🎬 Rental Fee: \$150 Non-members and \$75 Members, due by \_\_\_\_\_.

🎬 Security/Damage Deposit: \$100, due by \_\_\_\_\_, refundable less charges for cleaning, damage, overtime, or rule violations. This will be refunded after final inspection and approval from the Clubhouse chairperson.

🎬 Additional Fees: (e.g., staff, AV, cleaning, waste disposal) \$\_\_\_\_\_.

🎬 No date is guaranteed until fees/deposits are received per this Agreement. We require a minimum of 48 hours to cancel/reschedule your rental or forfeit your deposit.

### 4. Event Insurance (Required)

Lessee shall, at Lessee's sole cost, obtain and maintain Special Event Liability Insurance for the Event, with:

🎬 Minimum limits: \$1,000,000 per occurrence.

🎬 Additional Insured: 49ers Saddle Club (and its officers, directors, members, volunteers) named as Additional Insured via endorsement (ISO CG 20 26 or equivalent).

🎬 Primary & Noncontributory wording in favor of Lessor.

🎬 Waiver of Subrogation in favor of Lessor.

🎬 If alcohol is served or sold: Liquor Liability coverage with limits not less than \$1,000,000 per occurrence.

🎬 Certificate of Insurance & endorsements must be delivered to Lessor no later than 14 calendar days before the Event.

🎬 Failure to timely provide compliant insurance is a material breach and grounds for cancellation without refund.

### 5. Indemnification; Hold Harmless; Release

Lessee agrees to defend, indemnify, and hold harmless Lessor and its officers, directors, members, volunteers, and agents from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

🎬 Lessee's Event, invitees, vendors, or contractors;

- 🎬 Lessee's use or misuse of the premises;
- 🎬 Property damage or bodily injury caused by Lessee, its guests, or vendors;
- 🎬 Violations of laws, permits, or this Agreement.

Lessee assumes all risks associated with the Event and the use of the premises, except to the extent caused by Lessor's gross negligence or willful misconduct as determined by a court of competent jurisdiction.

## 6. Noise, Conduct, and Community Standards

- 🎬 Lessee must comply with applicable noise ordinances and Lessor's quiet-hours policies.
- 🎬 Lessee is responsible for orderly conduct of all attendees. Harassment, dangerous behavior, and illegal activity are grounds for immediate termination of the Event without refund.

## 7. Setup, Decorations, and Facility Care

- 🎬 No nails, screws, staples, tape, adhesives, or fixtures that damage surfaces.
- 🎬 No confetti, glitter, rice, or similar items.
- 🎬 Lessee shall protect floors and furnishings; use only approved decorations.
- 🎬 Lessee shall not alter electrical, plumbing, or life-safety systems.
- 🎬 Lessee must leave the premises in clean condition; trash removal to designated bins is required. Additional cleaning fees may apply.

## 8. Security; Crowd Control

Lessor may require professional security personnel based on event type/attendance. Costs are the responsibility of Lessee. Lessor may stop or terminate the Event if safety is compromised.

## 9. Parking; Animals; Equestrian Areas

- 🎬 Parking must follow posted rules and instructions of Lessor.
- 🎬 No animals allowed inside the clubhouse except service animals as defined by law.
- 🎬 Equestrian areas, barns, arenas, and paddocks (if on site) are not included in this Agreement unless expressly stated; use of such areas requires separate approvals and waivers.

## 10. Permits and Compliance

Lessee shall obtain all required permits, licenses, and approvals (including special event, food service, fire, and alcohol permits) and comply with all laws, codes, and Lessor policies.

## **11. Cancellations; Refunds; Rescheduling**

 Lessee cancellation:

o  $\geq 30$  days before Event: refund of rental fee less a \$\_\_\_\_\_ administrative fee.

o 14–29 days: 50% refund.

o  $< 14$  days: no refund.

 Lessor cancellation (e.g., noncompliance, safety, force majeure): Lessor may cancel; sole remedy is a refund of paid rental fees (excluding costs already incurred and deposits applied to damages). Lessor is not liable for consequential damages.

## **12. Damage; Loss; Cleaning**

Lessee is responsible for all damage to facilities, fixtures, and equipment caused by Lessee, guests, or vendors. Lessor may apply the deposit and invoice additional amounts due within 10 business days; payment is due within 15 days of invoice.

## **13. Force Majeure**

Neither party is liable for failure to perform due to causes beyond its reasonable control (including severe weather, fire, utility failure, acts of government, or other force majeure), except for payment obligations already due.

## **14. Assignment; Subletting**

Lessee may not assign this Agreement or sublet the premises without Lessor's prior written consent.

## **15. Insurance Waiver of Subrogation**

Lessee's insurers shall waive all rights of subrogation against Lessor to the extent permitted by law.

## **16. Dispute Resolution; Venue; Governing Law**

This Agreement is governed by the laws of the State of Idaho. Any dispute shall be brought in the state courts located in Nez Perce County, Idaho. The prevailing party in any action to enforce this Agreement is entitled to reasonable attorneys' fees and costs.

### **17. Entire Agreement; Amendments**

This Agreement, including attached exhibits (e.g., floor plan, rules, rental checklist), constitutes the entire understanding between the parties and supersedes prior discussions. Amendments must be in a signed writing.

### **18. Notices**

Notices under this Agreement shall be delivered to the addresses listed above by personal delivery, certified mail, or email with confirmation.

### **19. Acknowledgment of Rules & Safety**

Lessee acknowledges receipt of Lessor's Facility Rules, Emergency Procedures, and Cleaning Checklist, and agrees to comply.

#### **Signature Page**

**Lessor – 49ers Saddle Club**

**By:** \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Lessee**

**By:** \_\_\_\_\_

**Name/Title (if org):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_