

MISCELLANEOUS

Set-up, Takedown and Clean up. Set-up and take-down of the tables and chairs and other items necessary for the Event shall be the responsibility of the caterer hired by the User for the Event, unless other arrangements are made with the Owner at least five (5) days prior to the Event. Takedown and clean up of The Penthouse must be performed immediately following the end of the Event and completed by 1:00 AM of the day following the Event, unless other arrangements have been made. Clean-up of The Penthouse, including the kitchen area shall be the responsibility of the caterer unless other arrangements, which shall be at the cost of the user, are made with the company providing janitorial service for the Building at least five (5) days in advance of the Event. If the Owner incurs any costs for any takedown or clean up due to the failure of the caterer to properly complete the same, such costs shall be payable by the User within five (5) days after the Owner bills the same to the User.

Decorations. No permanently mounted decorations or lights shall be hung from the ceiling. Decorations shall not be attached to the walls or floors of The Penthouse by nails, hooks, tacks or screws, nor by tapes that leave any permanent mark or residue. All decorations shall be removed from The Penthouse and the Building immediately following the completion of the Event. User, User's Contractors or invitees will protect elevator surfaces during transport of bulky or sharp-cornered items. Prior scheduling arrangements must be made with Owner for installation and removal of elevator pads for such transport.

Use of Kitchen and Equipment. The caterer may have use of the kitchen and equipment on weekdays beginning at 3:00 PM on the day of the Event, unless other arrangements have been made. Any damage to or loss of any equipment or other property provided in the kitchen for use by the caterer shall be the responsibility of the User. The caterer is to leave the kitchen in the same condition as they found it.

Kitchen Requirements. Cooking of foods shall be done off-site prior to the event, with the kitchen in The Penthouse to be used as a warming and distribution facility. A caterer who has not previously catered an Event in The Penthouse must schedule an informational session with the representative of the Owner prior to the Event. Care must be taken to protect all kitchen equipment and surfaces. The caterer must provide all cutting boards, trivets, etc. All appliances must be turned off and the dishwasher drained after the end of the Event.

Music – Amplified Sound. No orchestras or bands or amplified sound systems for music or speech shall be allowed without prior approval of the Owner. The owner shall have the right to restrict the time(s) when orchestras or bands may perform or amplified sound systems may be used to avoid unreasonable disturbance of tenants of the Building.

Restrictions. No performance, exhibition or entertainment shall be allowed at the Event, which is in violation of Title 41, Chapter 18, Idaho Code, relating to indecency or obscenity. Any violation of this restriction may result in criminal prosecution and the right of the Owner to demand immediate termination of the Event. The Owner reserves the right to eject or cause to be ejected from The Penthouse and/or the Building any person(s) whose conduct is in violation of any federal, state or local statute, law or ordinance. Without the prior consent of the Owner, the

User may collect no fees from persons attending the Event. All portions of the Building excepting the Lobby, Lobby restrooms, elevators and stairways and The Penthouse shall be off-limits to the user and all persons attending the Event, and the lobby elevators and stairways shall be used only for the purposes of access to The Penthouse. No food or beverages shall be allowed in the lobby, elevators or stairways.

Removal of Property. Any item of property brought into the Building by caterer, User or guest shall be removed from The Penthouse and/or the Building immediately following the end of the Event unless other arrangements have been made. The User assumes the risk with respect to all such items of property. Any item(s) of property remaining in The Penthouse or the Building after the end of the Event shall be deemed abandoned and may be disposed of by the Owner by any means selected by the Owner, without liability to the caterer, User, or guest.

Smoking Policy. Smoking is permitted on the Outside Terrace of The Penthouse. There are ash urns and a wall-mounted urn located on the west wall of the patio terrace. Disposable ashtrays for the outside tables may be used for special events, but are not provided. Otherwise, C.W. Moore Plaza is a non-smoking building.