

C.W. MOORE PLAZA PENTHOUSE USE POLICIES

The following policies (“Policies”) apply to the use of The Penthouse at C.W. Moore Plaza Building, 250 South 5th Street, Boise, Idaho (“Building”), for the event (“Event”) described in the Contract, and are part of the Contract between the Owner of the Building (“Owner”) and the person (s) contracting to use The Penthouse (“User”). The User shall be responsible for the compliance with the Policies by the User’s caterer, and all employees of the caterer, and all persons in the Building and/or The Penthouse at the invitation of the User.

- 1. Maximum Number of Guests Allowed.** The maximum number of guests allowed at the Event in The Penthouse is 132 for an *inside* event, or 200 for *total use* of The Penthouse (Including The Penthouse room and patio space).
- 2. Set-up, Takedown and Clean up.** Set-up and take-down of the tables and chairs and other items necessary of 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. Set-up may begin at 3:00 PM the day of the Event, unless other arrangements have been made. 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.
- 3. Use of Kitchen and Equipment.** The caterer may have use of the kitchen and equipment on weekdays beginning at 3:00 PM of 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 it they found it.

4. **Decorations.** No permanently mounted decorations or lights shall be hung from the ceiling. No attachment of decorations to the walls or floors of The Penthouse shall be nails, hooks, tacks, screws or 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.
Candle Policy. Use of candles will only be allowed with prior approval. The hostess will have the authority to prohibit the use of candles if the usage situation is deemed unsafe. Candles must float in water. No open flames will be permitted. Renter(s) are advised that should any wax damage occur, the expense to clean and/or restore the damaged area will be deducted from their cleaning deposit.
5. **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 and surrounding areas.
6. **Serving of Alcohol.** The User **MUST** use a professional Bar Caterer. The User shall not serve, or allow the consumption of alcoholic beverages without the required permit(s) required by applicable law, including Title 5, Chapter 5, and Section 15 of the Boise City Code. All Bar Caterers at The Penthouse pay a 10% management fee per contract.
7. **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.
8. **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.

- 9. 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.
- 10. Owner Approved Caterers.** The Owner has pre-approved several caterers for Events in The Penthouse. Our pre-approved caterers are familiar with the facilities in The Penthouse and the obligations of a caterer in connection therewith. The Owner will provide a list of the pre-approved caterers. If the User elects to use an Outside Caterer, the User will be required to pay an additional \$150.00 fee to the Owner for the training and tour required of the Owner. All caterers at The Penthouse pay a 10% management fee per contract.
- 11. Insurance required.** At least ten (10) days prior to the date of the Event, the Caterer shall provide to the Owner a copy of the Certificate of Liability Insurance coverage of naming C.W. Moore Plaza LLC as additional insured on the policy, state the User's name, and the Date of Event on the Certificate. This policy should cover bodily injury liability and property damage liability with limits of liability not less than \$1,000,000 each occurrence (combined single limit for bodily injury and property damage).
- 12. 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 provided by "Users" for use during the reserved event. Otherwise, C.W. Moore Plaza is a non-smoking building.
- 13. Cancellation Policy.** The Rental contract states that the 50% deposit is non-refundable. However, IF we can rent The Penthouse for the canceled date thirty (30) days prior to the event, a partial refund may apply. A \$200.00 administrative fee will be deducted from your deposit. Your refund will be mailed to you AFTER the date in question.
- 14. Rental of The Penthouse includes the following:**
- Security Guard (meets & greet Guests, assists with Parking Passes & Elevator Access, calls for Taxi Service if needed)
 - Parking in C. W. Moore Plaza Parking Lot
 - Existing Furniture (Wooden Benches, Satin-Finish Steel Round Tables (31" diameter), Satin-Finish Steel Rectangular Tables (29.5" x 46"), Satin-Finish Steel Chairs)
 - Room Screens (Choice of Burgundy or Ivory)
 - Ivory Box Pleated Skirting for Deli Case and around Counter space