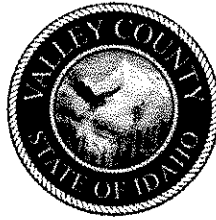


# Valley County Planning and Zoning Department

219 N. Main  
PO Box 1350  
Cascade, ID 83611  
www.co.valley.id.us  
cherrick@co.valley.id.us  
208-382-7115



## Conditional Use Permit Application

TO BE COMPLETED BY THE PLANNING AND ZONING DEPARTMENT		<input type="checkbox"/> Check # _____ or <input checked="" type="checkbox"/> Cash
FILE # <u>C.U.P. 23-41</u>	FEE \$ <u>250 -</u>	
ACCEPTED BY _____	DEPOSIT _____	
CROSS REFERENCE FILE(S): _____	DATE <u>9/8/2023</u>	
PROPOSED USE: <u>event venue</u>		

When an application has been submitted, it will be reviewed in order to determine compliance with application requirements.  
A hearing date will be scheduled only after an application has been accepted as complete or if applicant requests the hearing in writing.

Applicant's Signature: Diane Wiley Date: 9/8/2023

The following must be completed and submitted with the conditional use permit application:

- ☐ A detailed project description disclosing the purpose, strategy, and time frame of construction. Include a phasing plan if appropriate. Address fire mitigation, utilities, fencing, access, emissions, dust, noise, and outside storage.
- ☐ A plot plan, drawn to scale, showing the boundaries, dimensions, area of lot, existing and proposed utilities, streets, easements, parking, setbacks, and buildings.
- ☐ A landscaping plan, drawn to scale, showing elements such as trees, shrubs, ground covers, and vines. Include a plant list indicating the size, quantity, location and name (both botanical and common) of all plant material to be used.
- ☐ A site grading plan clearly showing the existing site topography and detailing the best management practices for surface water management, siltation, sedimentation, and blowing of dirt and debris caused by grading, excavation, open cuts, side slopes, and other site preparation and development.
- ☐ A lighting plan.
- ☐ Names and addresses of property owners within 300 feet of the property lines. Information can be obtained through the GIS Portal at [www.co.valley.id.us](http://www.co.valley.id.us). Only one copy of this list is required.
- ☐ Ten (10) copies of the application, project description, plot plan, landscaping plan, grading plan, and impact report are required.

**We recommend you review the Valley County Code online at [www.co.valley.id.us](http://www.co.valley.id.us)  
or at the Planning & Zoning Office at 219 North Main Street, Cascade, Idaho**

Subject to Idaho Statute Title 55 Chapter 22 Underground Facilities Damage Prevention.

### CONTACT INFORMATION

APPLICANT John & Diane Wiley PHONE [REDACTED]  
Owner ☒ Purchaser ☐ Lessee ☐ Renter ☐  
MAILING ADDRESS 753 Sunwood Ct ZIP 83634  
EMAIL [REDACTED]  
PROPERTY OWNER JOHN & DIANE WILEY  
MAILING ADDRESS 753 W SUNWOOD CT KUNA ID. ZIP 83634  
EMAIL [REDACTED]  
AGENT / REPRESENTATIVE N/A PHONE \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_ ZIP \_\_\_\_\_  
EMAIL \_\_\_\_\_  
CONTACT PERSON (if different from above) N/A  
MAILING ADDRESS \_\_\_\_\_ ZIP \_\_\_\_\_  
EMAIL \_\_\_\_\_ PHONE \_\_\_\_\_

### PROPERTY INFORMATION

ADDRESS OF SUBJECT PROPERTY 3 SUMMER PL CARLADDE ID. 83611  
PROPERTY DESCRIPTION (either lot, block & subdivision name or attach a recorded deed with a metes and bounds description.)  
TAX NO. 3 IN NE4 SE4 S5 T12N R4E PARCEL DESCRIPTION: \_\_\_\_\_  
1982 COMADORE 14X66 MH # UG0081A TAX NO. 3 IN NE4 SE4 S5 T12N R4E 1982  
COMADORE 14X66 M.H. SER #UG0081A  
TAX PARCEL NUMBER(S) RP12N04E057645  
Quarter \_\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_  
1. PROPOSED USE: N/A Residential ☒ Civic or Community ☐ Commercial ☐ Industrial ☐  
2. SIZE OF PROPERTY 3.88 Acres ☒ or Square Feet ☐  
3. EXISTING LAND USES AND STRUCTURES ON THE PROPERTY ARE AS FOLLOWS:  
MOBILE HOME W/ SNOW ROOF  
\_\_\_\_\_  
\_\_\_\_\_  
4. ARE THERE ANY KNOWN HAZARDS ON OR NEAR THE PROPERTY (such as canals, hazardous material spills, and/or soil or water contamination)? If so, describe and give location: NONE  
\_\_\_\_\_  
5. ADJACENT PROPERTIES HAVE THE FOLLOWING BUILDING TYPES AND/OR USES:  
North NEIGHBOR  
South BLM LAND grazed private land  
East NEIGHBOR  
West HW 55

## APPLICATION DETAILS

6. MAXIMUM PROPOSED STRUCTURE HEIGHT: N/A

7. NON-RESIDENTIAL STRUCTURES OR ADDITIONS (If applicable):

Number of Proposed Structures: N/A

Number of Existing Structures: \_\_\_\_\_

Proposed Gross Square Feet

Existing Gross Square Feet

1<sup>st</sup> Floor \_\_\_\_\_

1<sup>st</sup> Floor \_\_\_\_\_

2<sup>nd</sup> Floor \_\_\_\_\_

2<sup>nd</sup> Floor \_\_\_\_\_

Total \_\_\_\_\_

Total \_\_\_\_\_

8a. TYPE OF RESIDENTIAL USE (If applicable): Single family residence ☐ Multiple residences on one parcel ☐

8b. TYPE OF STRUCTURE: Stick-built ☐ Manufacture Home ☐ Mobile Home ☒ Tiny Home ☐ Other ☐ \_\_\_\_\_

8c. SQUARE FOOTAGE OF PROPOSED RESIDENTIAL STRUCTURES (If applicable): N/A

SQUARE FOOTAGE OF EXISTING RESIDENTIAL STRUCTURES: 1500 SF

8d. DENSITY OF DWELLING UNITS PER ACRE: N/A

9. SITE DESIGN:

Percentage of site devoted to building coverage: N/A

Percentage of site devoted to landscaping: N/A

Percentage of site devoted to roads or driveways: N/A

Percentage of site devoted to other uses: N/A, describe: \_\_\_\_\_

Total: 100%

10. PARKING (If applicable):

a. Handicapped spaces proposed: 4

b. Parking spaces proposed: 50

c. Number of compact spaces proposed: N/A

d. Restricted parking spaces proposed: N/A

e. Are you proposing off-site parking: N/A

### Office Use Only

Handicapped spaces required: \_\_\_\_\_

Parking spaces required: \_\_\_\_\_

Number of compact spaces allowed: \_\_\_\_\_

11. SETBACKS:

### BUILDING

### Office Use Only

### PARKING

### Office Use Only

Proposed

Required

Proposed

Required

Front

N/A

\_\_\_\_\_

50'

\_\_\_\_\_

Rear

N/A

\_\_\_\_\_

N/A

\_\_\_\_\_

Side

N/A

\_\_\_\_\_

N/A

\_\_\_\_\_

Side Street

N/A

\_\_\_\_\_

N/A

\_\_\_\_\_

12. NUMBER OF EXISTING ROADS: 1 Width: 30'

Existing roads will be: Publicly maintained? ☐ Privately Maintained? ☒ or Combination of both? ☐

Existing road construction: Gravel ☐ Paved ☐ or Combination of both? ☐

13. NUMBER OF PROPOSED ROADS: N/A Proposed width: \_\_\_\_\_

Proposed roads: Publicly maintained? ☐ Privately Maintained? ☐ or Combination of both? ☐

Proposed road construction: Gravel ☐ Paved ☐ or Combination of both? ☐

14. ARE SHARED DRIVEWAYS PROPOSED? If so, please explain why. Yes ☐ No ☒
- 
15. EXISTING UTILITIES ON THE PROPERTY ARE AS FOLLOWS: IDAHO POWER
- 
16. PROPOSED UTILITIES: N/A
- Proposed utility easement widths        Locations
17. SEWAGE WASTE DISPOSAL METHOD: Septic ☒ Central Sewage Treatment Facility ☐  
EXISTING SEPTIC AND PORTA POTTYS Name:
18. POTABLE WATER SOURCE: Public ☐ Water Association ☐ Individual Well: ☒  
If individual, has a test well been drilled? N/A Depth        Flow        Purity Verified?         
Nearest adjacent well        Depth        Flow
19. DRAINAGE (Proposed method of on-site retention): N/A
- Any special drains?        (Please attach map)
- Soil type(s):         
(Information can be obtained from the Natural Resource Conservation Service: [websoilsurvey.nrcs.usda.gov](http://websoilsurvey.nrcs.usda.gov))
- Stormwater Prevention Management Plan will need approval from Valley County Engineer.
20. IS ANY PORTION OF THE PROPERTY LOCATED IN A FLOODWAY OR 100-YR FLOODPLAIN?  
(Information can be obtained from the Planning & Zoning Office) Yes ☐ No ☒
21. DOES ANY PORTION OF THIS PARCEL HAVE SLOPES IN EXCESS OF 15%? Yes ☐ No ☒
21. ARE THERE WETLANDS LOCATED ON ANY PORTION OF THE PROPERTY? Yes ☐ No ☒
23. IS THERE ANY SITE GRADING OR PREPARATION PROPOSED? Yes ☐ No ☒  
If yes, explain:
- 
- 24a. ARE THERE ANY EXISTING IRRIGATION SYSTEMS? Yes ☐ No ☒  
Are you proposing any alterations, improvements, extensions or new construction? Yes ☐ No ☒  
If yes, explain:
- 
- 24b. COMPLETE ATTACHED PLAN FOR IRRIGATION if you have water rights and are in an irrigation district.  
Submit letter from Irrigation District, if applicable.
25. COMPLETE ATTACHED WEED CONTROL AGREEMENT
26. COMPLETE ATTACHED IMPACT REPORT

# Irrigation Plan

(Idaho Code 31-3805)

This land: ☐ Has water rights available to it  
☐ Is dry and has no water rights available to it.

**Idaho Code 31-3805** states that when all or part of a subdivision is "located within the boundaries of an existing irrigation district or canal company, ditch association, or like irrigation water deliver entity ... **no subdivision plat or amendment to a subdivision plat or any other plat or map recognized by the city or county for the division of land will be accepted, approved, and recorded unless:**"

- A. The appropriate water rights and assessment of those water rights have been transferred from said lands or excluded from an irrigation entity by the owner; or
- B. The owner filing the subdivision plat or amendment to a subdivision plat or map has provided for the division of land of underground tile or conduit for lots of one acre or less or a suitable system for lots of more than one acre which will deliver water to those landowners within the subdivision who are also within the irrigation entity with the appropriate approvals:
1. For proposed subdivisions located within an area of city impact, both city and county zoning authorities must approve such irrigation system.
  2. For proposed subdivisions outside of negotiated areas of city impact, the delivery system must be approved by the Planning and Zoning Commission and the Board of County Commissioners with the advice of the irrigation entity charged with the delivery of water to said lands (e.g., irrigation district).

To better understand your irrigation request, we need to ask you a few questions. Additional pages can be added. A list of the map requirements follows the short questionnaire. **Any missing information may result in the delay of your request before the Planning and Zoning Commission and ultimately the approval of your irrigation plan by the Board of County Commissioners as part of final plat approval.**

1. Are you within an area of negotiated City Impact? \_\_\_\_\_ Yes     X     No
2. What is the name of the irrigation district/company and drainage entities servicing the property?  
Irrigation:     N/A      
Drainage:     N/A
3. How many acres is the property being subdivided?     NONE
4. What percentage of this property has water?     N/A
5. How many inches of water are available to the property?     N/A
6. How is the land currently irrigated?     N/A     ☐ surface ☐ sprinkler ☐ irrigation well  
☐ above ground pipe ☐ underground pipe
7. How is the land to be irrigated after it is subdivided?     N/A     ☐ surface ☐ sprinkler ☐ irrigation well  
☐ above ground pipe ☐ underground pipe
8. Describe how the head gate/pump connects to the canal and irrigated land and where ditches &/or pipes go.  
    N/A
9. Is there an irrigation easement(s) on the property? ☐ Yes     X     No

10. How do you plan to retain storm and excess water on each lot? N/A

11. How do you plan to process this storm water and/or excess irrigation water prior to it entering the established drainage system? (i.e. oil, grease, contaminated aggregates) N/A

### Irrigation Plan Map Requirements

The irrigation plan **must be on a scalable map** and show all of the irrigation system including all supply and drainage structures and easements. Please include the following information on your map:

- N/A
- ☐ All canals, ditches, and laterals with their respective names.
  - ☐ Head gate location and/or point of delivery of water to the property by the irrigation entity.
  - ☐ Pipe location and sizes, if any
  - ☐ Rise locations and types, if any.
  - ☐ Easements of all private ditches that supply adjacent properties (i.e. supply ditches and drainage ways).
  - ☐ Slope of the property in various locations.
  - ☐ Direction of water flow (use short arrows on your map to indicate water flow direction → ).
  - ☐ Direction of wastewater flow (use long arrows on your map to indicate wastewater direction → ).
  - ☐ Location of drainage ponds or swales, if any where wastewater will be retained on property
  - ☐ Other information: \_\_\_\_\_

### Also, provide the following documentation:

- ☐ Legal description of the property.
- ☐ Proof of ownership.
- ☐ A written response from the irrigation entity and/or proof of agency notification.
- ☐ Copy of any water users' association agreement which shows water schedules and maintenance responsibilities.
- ☐ Copy of all new easements ready for recording (irrigation supply and drainage).
- ☐ If you are in a city area of impact, please include a copy of the approvals by the city planning and zoning commission and city council of your irrigation plan.

### =====Applicant Acknowledgement=====

I, the undersigned, agree that prior to the Planning and Zoning Department accepting this application, I am responsible to have all the required information and site plans.

I further acknowledge that the irrigation system, as approved by the Planning and Zoning Commission and ultimately the Board of County Commissioners, must be **bonded** and/or **installed** prior to the recording of the plat or building permit.

Signed: John Miley  
Applicant

Date: SEP 17, 2023



# VALLEY COUNTY

## WEED CONTROL AGREEMENT

The purpose of this agreement is to establish a cooperative relationship between Valley County and the undersigned Cooperator to protect the natural and economic values in the Upper Payette River watershed from damages related to the invasion and expansion of infestations of noxious weeds and invasive plants. This is a cooperative effort to prevent, eradicate, contain and control noxious weeds and invasive plants on public and private lands in this area. Factors related to the spread of weeds are not related to ownership nor controllable at agency boundaries. This agreement formalizes the cooperative strategy for management of these weeds addressed in Valley County's Integrated Weed Management Plan.

In this continuing effort to control Noxious Weeds, Valley County Weed Control will consult with the undersigned Cooperator and outline weed identification techniques, present optional control methods and recommend proper land management practices.

The undersigned Cooperator acknowledges that he/she is aware of any potential or real noxious weed problems on his/her private property and agrees to control said weeds in a timely manner using proper land management principles.

Valley County Weed Department can be contacted at 208-382-7199.

By: Diane Wiley N/A  
Applicant

By: \_\_\_\_\_  
Valley County Weed Control

Date: 9/8/2023

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

# IMPACT REPORT (from Valley County Code 9-5-3-D)

## You may add information to the blanks below or attach additional sheets.

- ❖ An impact report shall be required for all proposed Conditional Uses.
- ❖ Answer all questions. Mark N/A if the question is not applicable to your application.
- ❖ The impact report shall address potential environmental, economic, and social impacts and how these impacts are to be minimized as follows:

1. Traffic volume, character, and patterns including adequacy of existing or proposed street width, surfacing, alignment, gradient, and traffic control features or devices, and maintenance. Contrast existing with the changes the proposal will bring during construction and after completion, build-out, or full occupancy of the proposed development. Include pedestrian, bicycle, auto, and truck traffic.

This is a private Road that access state Highway 55

2. Provision for the mitigation of impacts on housing affordability.

N/A

3. Noise and vibration levels that exist and compare to those that will be added during construction, normal activities, and special activities. Include indoor and outdoor, day and night variations.

No music after 10:00 pm; All clients must clean-up before leaving. All speaker must face away from neighborhood and towards highway 55

4. Heat and glare that exist and that might be introduced from all possible sources such as autos in parking areas, outdoor lights, water or glass surfaces, buildings or outdoor activities.

Blocked by existing vegetation

5. Particulate emissions to the air including smoke, dust, chemicals, gasses, or fumes, etc., both existing and what may be added by the proposed uses.

Blocked by existing vegetation

6. Water demand, discharge, supply source, and disposal method for potable uses, domestic uses, and fire protection. Identify existing surface water drainage, wetlands, flood prone areas and potential changes. Identify existing ground water and surface water quality and potential changes due to this proposal.

No on-site food preparations to be performed.  
No dish cleaning to be done on site.

Guest to use on-site porta-potties.



7. Fire, explosion, and other hazards existing and proposed. Identify how activities on neighboring property may affect the proposed use.

Guest will not be allowed to fire-pit.  
Regular mowing will reduce fire-hazard

8. Removal of existing vegetation or effects thereon including disturbance of wetlands, general stability of soils, slopes, and embankments and the potential for sedimentation of disturbed soils.

trees to be removed by experienced tree-remover

9. Include practices that will be used to stabilize soils and restore or replace vegetation.

N/A

10. Soil characteristics and potential problems in regard to slope stability, embankments, building foundation, utility and road construction. Include suitability for supporting proposed landscaping.

N/A

11. Site grading or improvements including cuts and fills, drainage courses and impoundments, sound and sight buffers, landscaping, fencing, utilities, and open areas.

Trees & vegetation surround property

12. Visibility from public roads, adjoining property, and buildings. Include what will be done to reduce visibility of all parts of the proposal but especially cuts and fills and buildings. Include the impacts of shadows from new features on neighboring property.

trees & vegetation surround property

13. Reasons for selecting the particular location including topographic, geographic and similar features, historic, adjoining land ownership or use, access to public lands, recreation, utilities, streets, etc., in order to illustrate compatibility with and opportunities presented by existing land uses or character.

currently own property

14. Approximation of increased revenue from change in property tax assessment, new jobs available to local residents, and increased local expenditures.

Jobs available for local caterers, photographers, D.J.'s etc.

15. Approximation of costs for additional public services, facilities, and other economic impacts.

N/A

16. State how the proposed development will impact existing developments providing the same or similar products or services.

High demand already exist.

17. State what natural resources or materials are available at or near the site that will be used in a process to produce a product and the impacts resulting from the depletion of the resource. Describe the process in detail and describe the impacts of each part.

N/A

18. What will be the impacts of a project abandoned at partial completion?

N/A

19. Number of residential dwelling units, other buildings and building sites, and square footage or gross non-residential floor space to be available.

M. H. available for dressing room

20. Stages of development in geographic terms and proposed construction time schedule.

N/A

21. Anticipated range of sale, lease or rental prices for dwelling units, building or other site, or non-residential floor space in order to insure compatibility with adjacent land use and development.

N/A

John and Diane Wiley

3 Summer Place

Email [REDACTED] or [REDACTED]

Cell # [REDACTED] Diane Wiley

Cell # 1 [REDACTED] John Wiley

Re: Conditional Use Permit

To Whom It May Concern:

Diane and John Wiley are applying for a conditional use permit at the property of 3 Summer Place Cascade Idaho. This is a rough draft of our proposal. We are hoping to open an event venue on the property of 3 Summer Place. This is our private property that we have owned for more than 8 years. Our lot is the first lot on the left side as you turn onto Summer Place, which is located just off State Highway 55. We feel this would be an ideal place for an event venue as we are just off the main highway, and because our property is the first property you turn into from Summer Place, we would not be causing any additional traffic to the neighborhood. We would be a seasonal venue Open from May 1st to Nov 15th. We would like to be hosting Wedding Events and other social gatherings from 1:00 P.M. to 10:00 P.M. We would host events Thursday through Sunday. To minimize any inconvenience to our neighbors all music is to cease by 9:30 p.m. Furthermore, we will require all speakers brought onto the property to be facing toward Highway 55, and away from the neighborhood, as per our contract. All parking is to occur on my property thus eliminating any parking on the street. In my plans I have arranged for overflow parking towards the back of my property. I will include a seasonal porta-potty for guests. I do have 2 existing bathrooms located on the property. We will not book events that include guest list totaling more than 100. Clients will be responsible for procuring additional port-potties for guest list totaling more than 75 guests. We are an event venue only and will not be providing catering services nor any clean-up services (ie) washing dishes, serving platters or eating utensils. Our clients may hire out any catering, however the caterers will be responsible for their own clean-up which is to be done off site. We will also require any additional lighting to be facing away from the neighborhood. We feel that all the trees and vegetation located on our property offer an adequate buffer from lighting and noise so as not to intrude or inconvenience anyone in the neighborhood.

We will not permit any burning in the fire pits located on our property and plan on having no less than 3 easy to access fire extinguishers. One located in the mobile home, one located in the barn/ garage

area, and one located outside on the enclosed patio. Also located in the center of our property is a hose hooked up to our well. We have a 100 ft hose attached to that pump outlet.

We will have a representative from our business on site and security cameras, which will be monitoring every event. We plan on a representative to be on location at every event to ensure the rules we have established will be followed and that any event being held is being respectful of our neighbors.

We hope that by opening this event venue, we will be providing job opportunities for local merchants. We will be more than happy to refer our clients to local caterers, photographers, florist, DJ's and day of coordinators. We also feel that by opening this event venue that business will increase for local hotel and air B&B's, as well as local cafés and restaurants. It is our hope that our business will be a real asset to the city of Cascade and become a source of income for many of the local businesses.

In conclusion, we hope that by opening our event venue, we can provide a positive situation to ourselves as well as the local community.

If you should have any further questions, we have provided a copy of our contract, and our email and texting information. Please feel free to contact us.

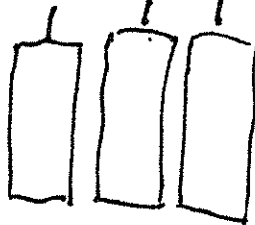
Thank You

Diane Wiley

SUMMER PL.

3 SUMMER PL

EVENT TENTS



PORTA POTTY

AMBI-CAP PARK  
101010101



OVERFLOW PARKING

3.88 AC

⊗ SODIUM VAPOR LIGHT

BLM  
LAND  
↓

4W55

## **Event venue contract**

This Contract made is by and between Shabby Chic on the Cheap (Venue), whose business address is 3 Summer PL Cascade ID, \_\_\_\_\_(Renter), collectively referred to as the "Parties".

This Contract regards the use of the property provided by Venue, at the address above, on \_\_\_\_\_ which is as an event venue and *does not include* services or equipment to plan, coordinate, set-up, deliver, perform/conduct, or tear-down/clean-up after the event. In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

### **1. Event information**

Event date:

Event location: 3 Summer PL Cascade Idaho

Time of Event: 1:00 p.m.-10:30 p.m.

Services provided by the Venue: land, 23 spool tables, 4 tents.

### **2. Renter's information**

Renter name: \_\_\_\_\_

Renter phone number(s): \_\_\_\_\_

Renter email: \_\_\_\_\_

Renter contact person: \_\_\_\_\_

### **3. Venue information**

Venue Address: 3 Summer Pl Cascade Idaho

Venue business name: Shabby Chic on the Cheap

Venue phone number(s): \_\_\_\_\_

Venue email: \_\_\_\_\_

Venue contact person: Amber Wiley and/Diane Wiley

### **4. Confirmation**

A signed "Event venue contract" and payment of the deposit are necessary to confirm the stated services from the Venue.

### **5. Payment and Rental Deposit**

The total cost for use of the Venue and its facilities described in this Contract is \$750

To reserve services on the date/s requested, the Venue requires this Contract to be signed by Renter and an initial non-refundable deposit of \$250 . And \$250 clean up

deposit which is refunded the day after the wedding if venue is clean and orderly.

Total deposit due before wedding is \$500

Payment of the remaining balance of \$250 due day of the event. Deposits and payments will be made by \_\_\_\_\_ (wire transfer/cash/venmo) made payable to Diane Wiley on the schedule above.

## **6. General Conditions**

Renter's activities during the event must be compatible with use of the building/grounds and activities in areas adjacent to the Venue space and building. Please be respectful of the neighborhood the land and buildings

All guests must be off the Venue premises no later than midnight of \_\_\_\_\_

## **7. Equipment**

The venue will not supply any equipment to the Renter unless specified. If any is used, the Renter agrees to use the equipment belonging to the Venue in a safe manner and return it in good working order. Where equipment is damaged charges will be made to the Renter's account.

## **8. Alcoholic Beverages**

As the host of a private party, the Renter acknowledges responsibility for the proper and lawful consumption of alcoholic beverages at Venue during the duration of the event described in this Contract. You or Any catering service and its agent will exercise due care in serving alcoholic beverages, and will refuse service to any person appearing to be under the age of 21 or any person who appears to be intoxicated. Identification and proof of age will be requested from any person who appears to be under 21 years of age. Alcoholic beverages will be removed from anyone believed to be a minor or from any intoxicated person.

## **9. Photography/Videography**

The Renter's photographer, videographer and DJ may arrive morning of Renter's rental time. They may prepare an area for photographs.

The Venue reserves the right for each Renter to use any area of the Venue for wedding/reception photograph sessions.

## **10. Use and Care of the Venue, Property and Premises**

The Venue and any additional services requested may only be used for the purpose(s) for which they are hired.

The Renter and their guests/delegates are responsible for any willful or negligent loss and/or damage to the Venue, furniture and equipment. Any costs of making good will be charged to the Renter.

The manager of the Venue will check the area before and after the event to note any damage. The Venue encourages you as the Renter to allocate a member of your party to accompany the manager of the Venue during the inspection. All furniture and equipment has been inventoried and may not be transferred between rooms without prior agreement to the venue.

Health and Safety incidents or Accidents are to be reported to the manager of the Venue. Renters are responsible for crew and their behavior and welfare.

All electrical outlets on the Venue are available for use at an Event. The vendors are welcome to inspect the locations and numbers of outlets prior to booking.

The Venue has adequate toilets for their occupancy. Extra toilets must be rented for events over 50 guests.

Smoking is not permitted anywhere in the buildings. Ash-buckets will be provided and smoking permitted only outside

The use of any type of flame is prohibited in all buildings. The new battery operated "flameless candles" are permitted for use.

Children under the age of 18 are Renter's complete responsibility. Know where the children are at all times. Children are not permitted near the pond/water/creek.

No pets allowed. Only a family pet actively involved in an event can be accepted. Unless otherwise agreed upon.

The Venue reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be requested if this request is not met immediately.

The Rental Space must be cleaned and returned in a condition at the end of an event to a reasonable appearance as it was prior to the rental. Renter is responsible for the removal of all decorations and trash from the property.

## **11. Responsibility and Security**

The Venue does not accept any responsibility for damage to or loss of any articles or property left at Venue prior to, during or after the event. The Renter agrees to be responsible for any damage done to Venue by the Renter, his guests, invitees,



employees or other agents under the Renter control. Further, Venue shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from any act or omission of the Renter, or any of his guests, invitees, employees or other agents from any accident or causality occasioned by the failure of the Renter to maintain the premises in a safe condition or arising from any other cause.

The Renter, as a material part of the consideration of this Contract, hereby waives on its behalf all claims and demands against Venue for any such loss, damage, or injury of the Renter, and hereby agrees to indemnify and hold Venue free and harmless from all liability for any such loss, damage or injury to other persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

### **12.Delivery time**

Delivery dates and times of any rentals must be coordinated with the Venue for appropriate welcome to be arranged. All property belonging to Renter, Renter's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on \_\_\_\_\_. Should the Renter need earlier access for set-up purposes, this can be arranged for an additional fee. The Renter is ultimately responsible for property belonging to the Renter's invitees, guests, agents and sub-contractors.

### **13.Parking**

Parking is available at the designated areas of the Venue: left side of cabin.

### **14. Changes to the contract**

In the unlikely event the Renter is required to change the date of the event, every effort will be made by Venue to transfer reservations to support the new date. The Renter agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of Renter. The Renter further understands that last minute changes can impact the quality of the event and that Venue is not responsible for these compromises in quality. Deposits are not refundable if you choose to cancel.

### **15. Liability Insurance**

To the fullest extent permitted by law the Venue shall not be liable for any loss or damage to property of the Renter or their guests/delegates.

The Venue is not responsible for any damages to Renter or their guests

### **16. Indemnification**

Renter hereby indemnifies and holds harmless Venue, their employees, agents, heirs, successors and assigns from any and all damages, actions, suits, claims, or other costs (including reasonable attorney fees) arising out of or in connection with any

damage to any property or any injury caused to any person (including death) caused by Renter's use of the Venue, including any acts or omissions on the part of Renter, independent contractors, guests, invitees, or other agents or arising out of or in connection with Renter's violation of any local, regional, or national laws, rules, regulations or ordinances related to Renter's use of the Venue. Renter shall immediately notify Venue of any damage or injury of which they have knowledge in, to, or near the Venue, regardless of the cause of such damage or injury. Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Venue. Renter shall not use the Venue in any manner that would violate any local, regional or country laws or regulations.

### **17. Revocation**

Venue shall have the right to revoke the contract at any time prior to the Event Date, provided it gives Renter prior written notice of revocation. In the event that Venue revokes the contract prior to the Event for reasons other than non-payment of fees or breach of this Contract by Renter, Venue shall refund to Renter the full amount paid by Renter in connection with this Contract.

### **18. Notice**

Any notice required or otherwise given pursuant to this Contract shall be in writing between the Renter and Venue.

This Contract constitutes the entire agreement between Renter and the Venue, and supersedes any prior understanding or representation of any kind preceding the date of this Contract. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract.

Signed:

\_\_\_\_\_  
Renter Name

\_\_\_\_\_  
Renter Signature

Date:

\_\_\_\_\_  
Venue Representative Name

\_\_\_\_\_  
Venue Representative Signature

Date: