

\*EVENT HEADER\*  
\*Name - Account\*  
\*CONTACT NAME\*  
\*ADDRESS\*  
\*CSZ\*



Contract: \*Contract ID\*  
Contract Due: \*DUE DATE\*

850 W. Front Street  
Boise, ID 83702

\*Name - Account\*  
\*CONTRACT DATES\*

## BOISE CENTRE USE PERMIT

**Boise Centre Booking Policy.** Boise Centre (also referred to herein as the “Centre”) is an operating entity of the Greater Boise Auditorium District (the “District”), a body politic and corporate of the State of Idaho (the “State”). The Centre is funded, in part, by hotel room taxes paid by visitors staying at lodging properties within the District; therefore, priority is given to multi-day conventions/conferences that utilize hotel rooms during their event. These events may reserve and contract dates multiple years in advance. Local events, banquets and meetings may be confirmed 12 months in advance of the event date, unless a Use Permit has already been executed for a convention/conference.

Idaho Code section 67-4912 requires that it shall be the policy of the District not to compete with existing facilities and services in the District, whenever practicable. In adherence to this statutory mandate, it is the policy of Boise Centre to charge market norms for its services, without discount.

Pursuant to this Boise Centre Use Permit (this “Permit”), the District hereby grants to \*Name - Account\* (“User”) limited rights to use the Centre subject to the terms set forth herein.

**1. Scope of Permit.** The rights under this Permit are limited to use of those portions of the Centre, on the dates, at the times, for the time periods and for the specific event and purposes described in the **Schedule 1 - Fees and Charges** attached hereto. The District may relocate User to alternate comparable facilities within the Centre if User’s needs change or other uses of the Centre require relocation, provided the alternative facilities are adequate to serve the essential needs of User. By execution of this Permit, User acknowledges receipt of the attached **Rules and Regulations** of the District and agrees to be bound by the **Rules and Regulations**, which are subject to change by the District, though any such changes shall not unreasonably limit or restrict User’s event. In addition, User agrees to be bound by the **Boise Centre Health Crisis Acknowledgement and Guidelines**, as may be amended from time to time (the “Health Guidelines”), which Health Guidelines are incorporated herein by reference.

**2. No-Smoking Ordinance.** Effective January 2, 2012, the City of Boise (the “City”) began enforcing a no-smoking policy (the “Ordinance”) within the City limits. Under the Ordinance, all public areas are to be smoke-free zones, including but not limited to the Grove Plaza area, the Centre’s loading dock area and other areas outside the Centre, and no smoking can take place within twenty (20) feet of any public entrance within the City. The District encourages User to notify all attendees at User’s event of the Ordinance as law enforcement officers may cite and fine any individual not in compliance.

**3. Permit Fees.** User shall pay to the District: (i) all facility rental fees (“Rental Fees”) and other fees (collectively, “Permit Fees”) in the amounts and on or before the dates set forth in **Schedule 1** attached hereto, and (ii) upon receipt of invoice, any additional fees in accordance with event orders hereafter placed by User. Acceptable terms of payment are cash, check, e-check, or credit card.

**4. Services and Equipment.** User agrees that the District shall be the exclusive provider for all electrical and other utility services. Any electrical or other utility services performed in the Centre in connection with User's event shall be provided by the District at the expense of User. The District shall furnish standard heating, lighting, air conditioning and general janitorial services for the Centre without additional charge to User; provided, however, User shall pay for extraordinary services when reasonably required. Any special or additional services or equipment required for User's event shall be at User's expense, and, if to be supplied by the District, User shall make such request not less than thirty (30) days prior to User's event and they shall be charged at the then-current rates fixed by the District which shall be available to User upon request.

**5. Event Specifications.** At least sixty (60) days prior to User's event, User shall provide the Centre with a preliminary agenda. At least thirty (30) days prior to User's event, User shall submit a full and detailed outline of space to be utilized, room configurations, equipment and services required, menu selections, the event schedule or timeline, utility, technical, and audiovisual requirements, event security, production schedule, general service contractor production schedule, and other such information that may be required by the Centre to adequately execute User's event. If the event is contracted within the timeframe of such due dates, User shall provide required event details by a date determined by the Centre. If User fails to provide information as required, additional charges and/or penalties may apply, up to cancellation of User's event by District in which case User will be responsible for the total Permit Fees set forth in **Schedule 1**, plus the amount of any disbursements or expenses incurred by the District in connection with User's event.

**6. Exclusive Food, Beverage and Other Services.** The District shall be the exclusive provider of all food and beverage products, catering services and similar services in connection with User's event within the Centre. As a condition to entering this Permit, User agrees to the terms of the attached **Food and Beverage Policies**.

**7. User's Property.** In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Centre by or for User, User agrees that the District shall be deemed to act, or have acted, solely for the accommodation of User and shall not be deemed a bailee, consignee or warehouseman (or responsible for the standard of care incidental thereto) with respect to such property. The District shall not be liable for, and User hereby expressly waives, any and all claims against the District for any loss, damage or injury to any of User's or other's property brought or otherwise shipped or delivered to the Centre in connection with User's event, except for losses caused by willful or intentional acts of the District or its employees.

**8. Compliance with Laws.** User shall comply with all applicable federal, state and local laws, rules, regulations and ordinances and shall obtain all permits or licenses required for User's event.

No event shall be given or held in the Centre which is indecent or obscene or involves nudity or graphic obscenities. The District may prevent such event or stop such event in progress or demand the removal of objectionable materials or subjects or any combination of the foregoing. In the event of such prevention, stoppage or removal, all Permit Fees due the District will remain the property of the District and any unpaid fees arising from or related to this Permit shall be immediately payable to the District. The District reserves the right to eject from the Centre any objectionable person or persons. The District shall not be held liable to User for the District's actions under this paragraph.

**9. Indemnification.**

(a) If User is a governmental entity subject to the Idaho Tort Claims Act (Idaho Code §§ 6 901 et seq.), such User shall indemnify, defend and hold the District and its employees, officers and agents harmless from any and all claims, damages, losses, expenses or liabilities arising from or related to injury or death to any person or loss or damage to property caused in whole or part by the negligence or wrongful conduct of User, its employees, officers and agents in connection with User's event; provided, however, this subparagraph shall not modify the liability of such User so as to increase the liability of such User beyond the Idaho Tort Claims Act's limit of liability (i.e., \$500,000 per occurrence).

(b) If User is not a governmental entity subject to the Idaho Tort Claims Act, such User shall indemnify, defend and hold the District and its employees, officers and agents harmless from any and all claims, damages, losses, expenses or liabilities arising from or related to injury or death to any person or loss or damage to property caused in whole or part by the negligence or wrongful conduct of User, its employees, officers, agents and invitees in connection with User's event.

**10. Insurance.** User shall, at its expense, procure and maintain throughout the period of use under this Permit, insurance as follows.

(a) If User provides transportation, including the use of automobiles or other vehicles, at the Centre, including but not limited to the Centre's loading dock area and other areas outside the Centre, such User shall provide Automobile Liability, including Property Damage and Bodily Injury, with combined limits of not less than one million dollars (\$1,000,000) per occurrence. Such User shall, at least ten (10) days prior to the commencement of User's event, provide a certificate of insurance describing the required policy coverage and limits.

(b) If User is an employer and will have employee(s) at the Centre, such User shall provide Worker's Compensation and Employer's Liability Insurance as required by law.

(c) If User is a governmental entity subject to the Idaho Tort Claims Act, such User shall provide insurance through a program of self-insurance or by separate insurance with limits of liability of at least five hundred thousand dollars (\$500,000) per occurrence. If under separate insurance, (i) such User shall, at least ten (10) days prior to the commencement of User's event, provide a certificate of insurance describing the required policy coverage and limits and (ii) such insurance shall provide that the insurer will defend the District if the District is named in a lawsuit solely by reason of its relationship to such User and not as a result of the District's own conduct.

(d) If User is not a governmental entity subject to the Idaho Tort Claims Act, such User shall provide Commercial General Liability Insurance, including Blanket Contractual and Personal Injury Liability, having combined limits of liability not less than one million dollars (\$1,000,000) per occurrence. Such User shall, at least ten (10) days prior to the commencement of User's event, provide a certificate of insurance describing the required policy coverage and limits.

(e) Any User (including governmental entities subject to the Idaho Tort Claims Act) may comply with subparagraph (c) or (d) of this paragraph 9 by obtaining event insurance acceptable to the District. If User elects to obtain such event insurance and if such event insurance is provided by a third-party insurer and in coverage amounts that are acceptable to the District, the District will, upon written request of User, bill the insurance fee as a separate cost and pay the fee over to the insurance provider as a convenience to User. User understands and agrees that the District is only facilitating payment of the insurance fee and that the District assumes no liability therefor. The District is not acting as an agent of either the User or the third party insurance company. Event insurance does not limit User's liabilities or obligations under this Permit (except for subparagraph (c) or (d) above as appropriate). For preliminary information about such

information, contact the District. For coverage or policy questions, User agrees to contact the third-party insurer. Nothing herein shall constitute a contract for insurance with the District.

**11. Copyright.** User agrees to comply with the Federal Copyright Act of 1976 (17 U.S.C. §§ 101 et seq.) and applicable regulations and shall indemnify, defend and hold the District harmless from any and all claims, losses or expenses relating thereto.

**12. Event Promoter and Decorator Guide.** User acknowledges that it has been provided with a copy of Boise Centre's Event Promoter and Decorator Guide (as amended from time to time) the terms of which are hereby incorporated in this Agreement by reference. User shall fully comply and shall ensure that it's agents, employees, licensees or invitees fully comply with said Event Promoter and Decorator Guide. Any breach of said Event Promoter and Decorator Guide by User, it's agents, employees, licensees, or invitees shall be in breach of this agreement.

**13. Consent to Centre Photography/Filming Recording.** By executing this Permit, User consents to the District photographing, filming and video or audio recording all meetings, events, tradeshow, conference and conventions at the Centre to document activities at the Centre and for use in advertising and promotions of the District and Boise Centre. User hereby grants the District the right to use any photographs, films or video or audio recordings for commercial and news purposes. User hereby releases the District and its agents from any and all claims, actions and demands arising out of or in conjunction with use of any such photographs, films and video and audio recordings.

**14. Building Alterations Prohibited.** User shall not make, construct, or allow any alteration to the building or any plumbing, electrical or other systems of the Centre.

**15. No Assignment.** User may not assign this Permit or any rights hereunder.

**16. Cancellation by User.** User may cancel this Permit by written notice to the District effective upon full payment of all sums as follows:

(a) If such cancellation becomes effective six (6) months or more preceding the agreed date of first use, User shall pay fifty percent (50%) of the total Permit Fees set forth in **Schedule 1**;

(b) If such cancellation becomes effective more than three (3) months but less than six (6) months preceding the agreed date of first use, User shall pay seventy five percent (75%) of the total Permit Fees set forth in **Schedule 1**; or

(c) If such cancellation becomes effective three (3) months or less preceding the agreed date of first use, User shall be liable for the total Permit Fees set forth in **Schedule 1** plus the amount of any disbursements or expenses incurred by the District in connection with User's event.

**17. Public Safety and Security.** The District shall have the right to interrupt or terminate any event for the purpose of security or public safety. In such event, User waives any and all claims for damages or compensation from the District arising from or related to such interruption or termination.

(a) In the interest of public safety and security, the District shall at all times have exclusive control of the Centre and may, at any time, access and/or inspect property of User located in or about the Centre. The District shall have the sole right to take custody of any article or thing left in the Centre by persons attending any event conducted in the Centre, and neither User nor any person in User's employ shall collect, or interfere with the collection or custody of such articles.

(b) If User, its employees or agents fail, neglect or refuse to remove its property or vehicles from the Centre or related parking lots, loading areas and driveways promptly upon cancellation, termination or expiration of rights under this Permit, whichever is sooner, then said property shall be deemed abandoned and the District shall have the right to remove, to place in storage or otherwise to dispose of any such property at the sole cost and expense of User.

(c) Under no circumstances will pyrotechnics of any kind be allowed within the Centre, regardless of whether User obtains the relevant permits from the Boise City Fire Department (the "Fire Department").

(d) Ingress/Egress – All articles, exhibits, fixtures, materials, displays, staging, lighting and sound equipment of User utilized in Boise Centre West shall be brought into or taken out of the Boise Centre West at the 9th Street Loading Dock entrances. All articles, exhibits, fixtures, materials, displays, staging, lighting and sound equipment of User utilized in Boise Centre East shall be brought into or taken out of Boise Centre East utilizing the loading dock located in the US Bank Building private parking garage or the 3rd floor parking level of City Centre Plaza parking garage's designated load in elevator.

**18. Force Majeure.** If the Centre or any portion thereof is not available for a User event under this Permit due to (i) fire, (ii) casualty, (iii) earthquakes or other natural disasters, (iv) acts of God or government authorities, (v) war, hostilities, terrorist acts, or civil unrest, (vi) labor strikes or disruptions, (vii) outbreaks, epidemics, pandemics, or quarantines, (viii) local, regional or national emergency, (ix) changes in local or State law, regulations, or orders, or (x) any other cause beyond the reasonable control of the District; this Permit and the obligations of the District to User hereunder shall terminate, and User hereby waives any claim against the District for damages by reason of such termination; provided, however, in such event any unearned portion of the Permit Fees shall abate, and, if previously paid, shall be promptly refunded to User.

**19. Default.** Failure by User to perform any of the covenants or conditions of this Permit on or before the date such performance is due shall constitute a default of this Permit and the District, in addition to all other remedies, may, at its option, immediately terminate this Permit. If User fails to pay any amount due under this Permit on or before the due date, User shall be liable for the full amount due plus late fees equal to ten percent (10%) of the amount past due plus interest on the total amount at the rate of two percent (2%) per month until paid plus the reasonable attorney's fees and costs of the District.

**20. Audio Visual.** The District requires, as a condition to entering this Permit, that User agrees to the terms of the attached **Audio Visual Services Guidelines**.

**21. Headings.** The paragraph titles in this Permit are for convenience only and shall not be used in any way to interpret the terms hereof.

**22. Non-Waiver.** The failure of the District to insist upon strict performance of any of the provisions contained herein shall not be deemed a waiver of any rights or remedies that the District may have, and shall not be deemed a waiver of any subsequent breach or default by User in the performance of any of the provisions contained herein.

**23. Attachments.** The Schedules, Rules and Regulations, Audio Visual Services Guidelines, and Food and Beverage Policies attached hereto are incorporated herein as if each were set out in the body hereof in its entirety.

**24. Governing Law.** This Permit and the rights and obligations of the parties hereto will be governed by, and construed according to, the laws of the State of Idaho, without giving effect to any principle

of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the Fourth Judicial District Court, in Ada County, Idaho for enforcement of this Permit.

**25. Certification of Compliance with Anti-Boycott Against Israel Act.** User hereby certifies, pursuant to Section 67-2346, Idaho Code, that User, including any wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates of User, is not currently engaged in, and will not for the duration of this Permit engage in, a boycott of goods or services from Israel or territories under its control. User understands that “boycott” means engaging in refusals to deal, terminating business activities, or other actions that are intended to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the state of Israel or territories under its control, or persons or entities doing business in the state of Israel or territories under its control.

**26. Counterparts; Electric Transmission.** This Permit may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute one and the same agreement. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission, has the same effect as delivery of an original. At the request of either party, the parties shall confirm electronically transmitted signatures by signing an original document.

**27. Integration.** This Permit and the attachments hereto contain the entire agreement of the parties with respect to the subject matter of this Permit and supersede all prior negotiations, agreements, and understandings with respect thereto. This Permit may only be amended by a written document duly executed by all parties.

**THIS PERMIT SHALL HAVE NO FORCE AND EFFECT UNLESS EXECUTED BY USER AND RETURNED TO THE DISTRICT ON OR BEFORE: \*Due Date\*. ACCEPTANCE OF THIS PERMIT AFTER SAID DATE SHALL BE AT THE SOLE DISCRETION OF THE DISTRICT.**

**ARE YOU SALES TAX EXEMPT? YES \_\_\_\_\_ NO \_\_\_\_\_**

- **If you answered YES, you must attach your ST-101 for us to honor your exemption.**
- **When completing the ST-101, if your exemption is based on Section 1 of the ST-101, you must include your Idaho seller’s permit number. Idaho Seller’s permit numbers now have nine digits. Older permit numbers beginning or ending with an S will also be accepted.**
- **If your exemption is based on any other section of the ST-101, please check the appropriate box.**
- **Please complete the “Read and Sign” section.**
- **Be sure to include your Employer Identification Number in the appropriate space.**

[The next page is the signature page]

**USER acknowledges it has read and understands the (Please Initial):**

\_\_\_ **USE PERMIT**

\_\_\_ **SCHEDULE 1 – FEE**

\_\_\_ **RULES AND REGULATIONS**

\_\_\_ **AUDIO VISUAL SERVICES GUIDELINES**

\_\_\_ **FOOD AND BEVERAGE POLICIES**

\_\_\_ **EVENT PROMOTER AND DECORATOR GUIDE**

\_\_\_ **BOISE CENTRE HEALTH CRISIS ACKNOWLEDGEMENT AND GUIDELINES**

**\*Payment terms are net 30, subject to credit approval.**

USER: \*Name - Account\*

GREATER BOISE AUDITORIUM DISTRICT

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**The person signing this agreement on behalf of User represents that he or she has full authority to bind User.**



## Schedule 1 - Fees and Charges

### [CONTRACT BOOKINGS]

User agrees to pay facility rental (total booking charges) in the total sum of \$\*Total\*, which is payable in full according to the following schedule:

[ContractPaymentPlan\_Booking]

**Unless paid by these dates, the Permit shall not be effective to reserve the requested space.**

User agrees to pay all event charges including, but not limited to, food and beverage, audiovisual, and IT according to the following schedule. Any additional event charges incurred within one week of the event and on site will be applied to the final invoice. Amounts due will be determined based on event orders received.

[ContractPaymentPlan\_Events]

Collection of applicable Idaho sales tax will apply to User's event.

When used as a simple pre-function space or when shared between more than one User, the Main Lobby of the Centre will be provided at no charge to User(s).

All public shows may be subject to a fee of ten percent (10%) of gross receipts or basic rent, whichever is greater.

Boise Centre reserves the right to charge additional labor fees on the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.

Additional short-term bookings may incur additional labor fees.

All capitalized terms in this Schedule not defined in this Schedule have the meanings set forth in the Permit.

**\*Payment terms are net 30, subject to credit approval.**

**User recognizes that Rental Fees do not include fees for food or beverage, IT, Audio Visual, special services, or storage fees associated with the delivery of User's unanticipated packages or merchandise, or equipment use ordered by User (collectively, the "Additional Costs"). All such Additional Costs shall be payable by User upon receipt of invoice.**

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Signature

Print Name

Date





## **Rules & Regulations**

User is responsible to share these Rules and Regulations with its employees, officers, agents and to assure compliance with them. The following rules and regulations are in addition to any terms in the Permit.

**Name:** The official and legal name of the convention center is **Boise Centre**. User is to ensure that the Boise Centre name is spelled and announced correctly on any printed material or advertisements of User's event, including but not limited to invitations, programs, newspaper ads, radio ads and television ads.

**Compliance with Safety Standards:** User must comply with all applicable laws, rules, and regulations with respect to safety issues during set up and event times. Accordingly, children under the age of sixteen (16) will not be permitted to be on site during move in without proper adult supervision.

**Professional Conduct:** All attendees and representatives of User are to conduct themselves in a professional manner and respect the Centre staff, Centre and Centre contents at all times. All safety regulations are to be maintained and users of the kitchen or service areas are to be held to the same expectations as Centre staff, including but not limited to a ban on horseplay, inappropriate language, alcohol consumption or any other behavior deemed unacceptable to Centre Management. Breaches of this policy will be directed to User or its employees, officers or agents for immediate resolution. The District retains all rights to have problems resolved to the Centre Management's satisfaction.

**Setup and Layout:** To maintain compliance with life safety, fire and other code requirements and to maximize the quality and functionality of the Centre services, Centre staff will provide User with specific layouts for all necessary service equipment (including but not limited to, tables, chairs, concessions, buffets, portable bars, satellite wine service, stage, dance floor and draping). Once the Centre has determined the best location for such equipment, the User may then request locations for decorations and props to be used as part of User's event. The District retains the final right to modify the User's placement of decorations and props and to modify the overall set up to facilitate quality and efficient service and maintain compliance with life safety requirements.

**Centre Property:** User may not use or remove any Centre plants, decorations or artwork. No user shall move/remove furniture from lobby/hallway locations for use in room sets or vendor use.

**Security to be Provided by User:** The District reserves the right to require, at its sole discretion, appropriate security for each event held at the Centre, regardless of size. The District further reserves the right to require additional security depending on the nature of the event. User shall provide security through a qualified security contractor or through trained professional security staff employed by User as security personnel. At the request of the District, User shall provide additional security to ensure the proper crowd control and safety of guests and User's employees, officers and agents. If User fails to provide adequate agreed upon security levels, the District will provide necessary security at current published rates.

**EMT Recommendations:** The District recommends EMT's be provided for any event great than 1,000 attendees regardless of the nature of the event. The District also reserves the right to require, at its sole discretion, appropriate levels of EMT staff depending on the nature of an event at the cost to the User.

**Firearms:** Carrying of firearms in public facilities is governed by Idaho State law. The District does not have the authority to place restrictions on carrying concealed or open firearms. Users may, at their expense, arrange to have added security and provide electronic monitoring equipment and post their events as prohibiting carrying concealed or open firearms. Such restrictions will only apply, however, to the specific space or meeting rooms used by the User unless the User has contracted to use the entire facility.

**Contact During Event:** All inquiries or requests during the User’s event shall be made through the onsite contact only.

**Use of Loading Dock(s):** The loading docks are for loading/unloading only, and vehicles must be removed promptly. User must maintain the Centre’s access to all its loading bays, and the ramp must remain clear at all times for emergency vehicle access. Vehicles not removed at the Centre Management’s request will be towed at User’s expense.

**Alcohol Service:** The District reserves all rights to the service of alcoholic beverages. No alcoholic beverages are allowed to be brought into the Centre unless provided as part of a silent/live auction but at no time may such silent/live auction alcoholic beverages be opened or consumed in the Centre. Centre Staff will confiscate the alcohol if this policy is violated. User is responsible for obtaining proper permits from Idaho State Alcohol Beverage Control and following all regulations pertaining to alcoholic beverages used in a silent/live auction.

**Prohibited Items:** The District prohibits within the Centre food items such as cotton candy, gum, novelties, and props such as paper confetti, hay bales, glitter, straw and “silly string.” The District may confiscate and/or destroy such items if brought into the Centre, and User shall be subject to additional labor/cleanup fees.

**Fire Permits:** Any required Fire Department permits must be presented by the day of the event for any item having an internal combustion engine. User is responsible to obtain such permits from the Fire Department.

**Access to Life Safety Equipment:** The blocking of exits, fire extinguishers or any life safety equipment is prohibited.

**No Outside Food:** Outside food or beverage is not allowed in the Centre. Please refer to Food and Beverage Policies for more information.

**Use of Terms:** All capitalized terms in these Rules and Regulations not defined in these Rules and Regulations have the meanings set forth in the Permit.

**Timely Removal of User’s Property:** User must ensure that all equipment, décor, auction items and all items pertaining to their event are removed from the Centre at the conclusion of their event. The Centre will not store or hold items. The District reserves the right to remove or dispose of items left behind upon the conclusion of the event.

Agreed to by: \_\_\_\_\_  
User Signature

\_\_\_\_\_  
Print Name and Title Date



## Audio Visual Services Guidelines

Boise Centre (the “Centre”) has a full-service in-house Audio-Visual Department. Our A/V Department can meet a variety of needs from the basic meeting room requests to complex services for large multimedia shows. For price quotes and detailed information reflecting your specific event needs, or to meet with our A/V Staff, please contact your Event Manager.

1. If you choose not to use the Centre’s Audio-Visual services, strict guidelines must be adhered to by you or third-party contractor (referred to herein as “External Service Provider”). Please contact a Centre Event Manager at least 30 business days prior to your event.
2. The Centre will charge an External Service Provider fee per day to the User or contract signee. A Centre representative will be on site for the duration of your event, including load in and load out, to ensure all guidelines are met.
3. ALL External Service Provider’s audio/visual production companies, promoters and subcontractors must have on file with the Centre, a current CERTIFICATE OF INSURANCE with a minimum of \$1,000,000.00 liability.
4. External Service Providers are NOT permitted to hang any equipment from any structural elements of the facility. All rigging equipment, such as steel cable, span sets, shackles, chain motors, etc., will be provided by the Centre. The Centre will provide certified riggers for rigging and inspection. Charges at prevailing market rates will be applied.
5. All staff of an External Service Provider must be professionally attired, including name tags for identification.
6. Fog machine, smoke effects or laser light shows will not be permitted without the express written approval by the Centre. The use of pyrotechnics is PROHIBITED.
7. All power requirements will be provided at the prevailing rates. Contact your Event Manager for information.
8. Storage space for audio visual equipment will be the sole responsibility of the User.
9. All Centre produced event recordings (audio and/or video) will be retained for no longer than one (1) full year from the day the recording took place, unless explicitly requested and agreed upon in writing by both the User and Centre management. Additional fees may apply.
10. Under no circumstances will the Centre be liable for lost, damaged, stolen, or misused equipment.
11. Utilization of the Centre's house sound system is charged a flat fee per day, per room, and requires seven business days advanced notice. Speak with your Event Manager for specific pricing.
12. Use of scissor lifts or forklifts will be provided at prevailing rates and operated by Centre staff.
13. The Centre strongly recommends all audio and visual cables be flown from the ceiling whenever possible.
14. Applicable audio visual is subject to 22% service charge. Applicable state sales tax will apply.
15. The Centre loading dock is for LOADING/UNLOADING ONLY, parking is not allowed.

Agreed to by: \_\_\_\_\_  
User Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



## **Food and Beverage Policies**

We are proud to offer full-service catering and beverage services. Our goal is to offer superior quality products, services, and overall dining experience for our guests.

**EXCLUSIVE CATERER** Boise Centre's in house food and beverage team retains the exclusive right to provide, control, and retain all food and beverage services throughout Boise Centre (the "Centre"), including catering, concessions, and the sale of alcohol and nonalcoholic beverages. Clients, booth demonstrators, exhibitors, guests, and attendees may not bring food or beverage on to convention center premises unless arrangements have been made in advance with Centre Management. This includes product owned or donated. Advance written approval is necessary to distribute any product.

**FOOD AND BEVERAGE PRICING** Menu pricing may be subject to change due to fluctuating market prices. Additionally, we reserve the right to make product substitutions based on specific commodity price increases. Pricing for banquet meals is based on round tables of 10 guests. Any change in the standard guest seating may result in additional labor charges at the Centre then standard rates.

**MENU SELECTION** The Centre partners with Idaho Preferred and Buy Idaho to source locally and regionally produced items whenever possible. In order to ensure the proper planning of your event, menu selections are due a minimum of 30 days in advance, along with your preliminary attendance estimates. Menu selections are limited to two (2) entrées per served meal, plus a vegetarian option. An exact count is required for each selection and both entrées will be charged at the higher price. All meals require a minimum of 25 guests.

**SERVICE CHARGE AND TAX** The Centre will add a 22% service charge plus current Idaho state sales tax to applicable food and beverage service. All service charges are also subject to Idaho state sales tax.

**GUARANTEED ATTENDANCE** A final guarantee of attendance is due by 12:00 p.m. (Mountain Time Zone) five (5) business days (excludes holidays and weekends) in advance of the event. "Guaranteed Attendance" for multi day events are based on the date of the first scheduled service occurring during the event.

- If User fails to notify the Centre of the Guaranteed Attendance within the time required, (a) the Centre shall prepare for and provide services to persons attending the event on the basis of the estimated attendance specified in the Banquet Event Orders, and (b) such estimated attendance shall be deemed to be the Guaranteed Attendance.
- The Centre will be prepared to serve three percent (3%) above the Guaranteed Attendance, up to a maximum of 30 meals (the overage). If this overage is used, the customer will pay for each additional person at the same price per person/per item, plus applicable service charges and sales tax.
- Should additional persons attend the event in excess of the total of the Guaranteed Attendance plus the overage, the Centre will make every attempt to accommodate such additional persons subject to product and staff availability. Customer will pay for such additional persons and/or a la carte items at the same price per person, or per item, plus the service charge and sales tax.
- Should the Guaranteed Attendance increase or decrease by 33% or more from the initial estimated attendance, additional charges may apply.

**DIETARY CONSIDERATIONS** With advance notice, our culinary team is able to accommodate most special meal requests. The Centre's Executive Chef is available to consult with you on special dietary requests and pricing to serve vegetarian, vegan, gluten free, and other dietary restrictions. Such special requests are required 14 days in advance of your event. These special meal requests are to be included in your final guaranteed attendance.

**FOOD ALLERGY DISCLAIMER** The Centre makes every attempt to identify ingredients that may cause allergic reactions for those with food allergies. There is also a possibility that manufacturers of the commercial foods we use could change the formulation at any time, without notice. Customers concerned with food allergies need to be aware of this risk and should speak to the Event Manager with any concerns. The Centre will not assume any liability for adverse reactions to foods consumed.

**EXCESS FOOD** The Centre adheres to state and local health guidelines which dictate that food items provided by the Centre must be consumed during the specific event and may not be taken off property. To minimize potential waste, we work closely with event planners to determine the proper quantities of food to prepare. To minimize the waste of wholesome and nutritious food, leftover food from events may be donated to local charity organizations.

**LABOR FEES** Unless indicated otherwise, charges for the staffing of your function are included in our room rental prices. For plated lunches and dinners, the provision of this labor is based on a ratio of 1 server to 30 guests with 10 guests per table. If additional staffing is required over and above what is normally provided, additional labor fees can be charged to accommodate appropriate staffing at the then standard Centre rates.

**BEVERAGE SERVICES** Beverage services are available for a cost through your Event Manager. We proudly serve Coca Cola® products. Please consult with your Event Manager for appropriate beverage quantities and options to service your group for the requested time period and attendance.

**ALCOHOLIC BEVERAGE SERVICE** No outside alcohol is allowed in the Centre. For hosted and no host (cash) bars, Idaho state law requires that wine, beer, and spirits be purchased through the Idaho State Liquor Dispensary and the Idaho Beer and Wine Wholesalers Association. The Centre maintains a liquor license through the Idaho Alcohol Beverage Control Division, therefore no additional permits are necessary for events held within the Centre. Offsite events require special permits and your Event Manager can address any specific needs. Centre bar staff members are trained on alcohol server awareness in an effort to protect you and your guests. Under no circumstances will alcohol be served to intoxicated or underage persons.

**BAR SERVICES** The standard host or no host bar ratio is one bar per 75 to 100 guests. The number of bars will be determined on final guarantee and event flow. If the number of bars requested exceeds our standard ratio, additional labor charges may be assessed at then standard Centre rates.

\*Each individual bar must meet the current minimum rate. If the total bar sales of all bars do not exceed the number of bars multiplied by the individual bar minimum, the difference will be charged to the final invoice. Total bar sales do not include wine service at the tables. All bar charges will be charged at the four (4) hour maximum. If the bar exceeds four (4) hours, additional charges may apply. Please speak with an Event Manger about specific bar minimum pricing.

\*Bars will be staffed at all times by Centre personnel. This includes all bar services and beer and wine tastings.

**HOSTED BARS** For bars hosted by User, User is responsible for all expenses, including the cost of all beverages served (charged at the Centre's rates), plus all applicable fees, and bar minimum charge(s). A

service charge of 22%, as well as current Idaho state sales tax will be applied to all sales. Customers will be billed after the event.

*\*Any bar tabs (Master Bills) that are to be reconciled at the end of an event or closed out at the end of the night with credit card, check or cash will automatically be charged a 22% service charge, as well as current Idaho state sales tax.*

**NO-HOST BARS** Guests purchase their own drinks at a no-host bar. The group hosting the event is responsible for all applicable fees and bar minimums. Service charges are not applicable. Current Idaho state sales tax is included in the per drink price.

**CORKAGE FEES** The Centre charges a corkage fee per bottle of wine or champagne not provided by the Centre. This is limited to exceptions and must be arranged in advance. In addition there is a 22% service charge and current Idaho state sales tax. Please speak with your Event Manager about pricing for corkage fees.

**LINEN SERVICE** Tables for seated meal functions include a mid-length tablecloth and client's selection of house napkin colors. Tables for buffet meals, beverage service or receptions include linen and skirts. Your Event Manager will be happy to discuss additional table linens, overlays, napkins, and provide pricing for the additional linen.

Agreed to by: \_\_\_\_\_  
User Signature

\_\_\_\_\_  
Print Name and Title Date

**THANK YOU FOR CHOOSING BOISE CENTRE  
WE APPRECIATE YOUR BUSINESS**