



Triple B Ranch Weddings & Events, LLC

1195 Hodgson Road

Columbia Falls, MT 59912

Business & Personal Events Agreement & Waiver

This Event Agreement, hereinafter referred to as "Agreement," is entered into and made effective as _____ by and between the following parties:

Triple B Ranch Weddings & Events, LLC, a corporation, incorporated under the laws of the state of Montana, having its principal place of business at 1195 Hodgson Road, Columbia Falls, MT 59912.

and

_____, having its principal place of business at the following address:

Hereinafter, "Renter" will refer to and be used to describe the following party:

_____. "Host" will refer to and be used to describe the following party: Triple B Ranch Weddings & Events, LLC.

RECITALS:

WHEREAS Renter wishes to temporarily rent a venue owned by Host for a specific event (hereinafter "Venue");

WHEREAS Host wishes to permit Renter to rent such Venue;

Both the Host and the Renter do hereby agree as follows:

ARTICLE 1 - GENERAL TERMS:

The name of Venue being rented under the terms of this Agreement is: Triple B Ranch Weddings & Events, LLC. The address of the Venue is 1195 Hodgson Road, Columbia Falls, MT 59912.

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Host agrees to provide the Renter the use of the Venue on the date: _____

The Venue rental will be at the time: _____

The name of the event being held at the Venue is as follows:

The number of guests expected at the Event are as follows:

____ Package #1 maximum 200 people ____ Package #2 maximum 300 people

ARTICLE 2 -VENUE ACCESS:

Host agrees to make Venue available to Renter. The Venue shall include any adjacent parking lot, as well.

Renter will have access to the Venue on the Rental Date at the following time: _____.

Renter will need to return access, including any keys or other materials, on the Rental Date at the following time, no later than the following day.

A representative of the Host will be available during the Event.

ARTICLE 3 - FEES:

The total fees for the Venue rental will be ("Fees"): \$_____.

A deposit of 50% for the chosen package is required: \$ _____. The deposit is due at the time of reserving the date and the contract is signed. The remaining balance is due no later than 60 days prior to the event. 80% of deposit is refundable if Event is cancelled up to **60 days** prior to the Event upon written notification. Deposit is non-refundable if Event is not cancelled prior to 30 days of such event.

Renter is responsible to return property free of all trash both inside and outside Venue. Trash cans to be emptied and trash bags placed in the bin provided. Tables and chairs are to be wiped down and cleaned, kitchen, refrigerator, and freezer need to be cleaned if used. Triple B Ranch Weddings & Events, LLC will be responsible for the balance of the cleaning---floors, bathrooms, etc.

It is understood that a \$500 refundable cleaning & security fee is required. This will be returned if all of the above conditions are met. (See cleaning and security deposit list.)

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Renter will have until 1:00 pm the day after the Event to complete such cleaning.

Payments should be payable and delivered to: Triple B Ranch Weddings & Events, LLC, 1187 Hodgson Road, Columbia Falls, MT 59912.

ARTICLE 4 - RESPONSIBILITIES OF RENTER:

The Lessee is necessitated to provide a **Certificate of Insurance** on the day of the event, with **Triple B Ranch Weddings and Events, LLC and Nicholas G. Lombardi Living Trust** as additional insured entities. The policy's coverage should amount to \$1 million USD, inclusive of Liquor Liability. This can be procured either via your homeowner's insurance, Fireman's Fund (800-ENGAGED), Tamarack Insurance, or other options listed on our website. A minimum of \$10,000 Medical Payment policy is mandatory. The Lessee must furnish incontrovertible proof of liability insurance that includes alcohol service on the property. Only certified bartenders are permitted to serve alcohol. A copy of the Event insurance and Certification and License for bartenders is mandatory to be to the Triple B Ranch office before the Event.

The Lessee shall bear full responsibility and liability for any loss incurred at Triple B Ranch Weddings and Events, LLC. This includes but is not limited to pathways and driveways, any theft, disappearance, damage or injury to goods, wares, merchandise, and property of any kind, including and without limitation to the property of the Lessee or Triple B Ranch Weddings and Events, LLC and property of employees and guests. This encompasses injury to any person in connection with the Lessee's use of the venue for any reason. The Lessee is obligated to indemnify and absolve Triple B Ranch Weddings and Events, LLC from any loss, liability, legal actions, suits, claims, and any associated attorney's fees or expenses that may arise from the Lessee's use of the venue. The Lessee acknowledges that alcoholic beverages will not be served past 10:00 pm and is responsible for ensuring safe transportation of any impaired attendees. Only battery operated candles are permitted in the Arena.

The Lessee renounces the right to claim or seek consequential or special damages for any action, omission, or violation of this Agreement by Triple B Ranch Weddings and Events, LLC or its agents, employees, or subcontractors. The Lessee concurs that the liability of Triple B Ranch Weddings and Events, LLC for any validated damages shall not exceed the fees paid under this Agreement.

All reservations mandate payment of the full balance sixty (60) days before the event. Cancellations must be coordinated directly with the Reservation Manager at 406-250-3409.

ARTICLE 5 - EVENT SETUP:

Set-up and tear-down of any of the equipment owned by Host, provided at the Venue, will be done before and after the event by employees of the Venue.

ARTICLE 6 - CONDITION OF PREMISES:

Renter agrees and acknowledges that the Premises are in good repair and well maintained.

Renter agrees to be held liable for any damage to the Venue outside of what is considered "normal wear and tear."

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ARTICLE 7 - EVENT GUESTS:

I have chosen the following package for our event: _____ Package #1, not to exceed 200 people. _____ Package # 2, not to exceed 300 people.

If the number of guests changes from the initial assessment in this Agreement, the Renter must inform the Venue at least two weeks prior to the event. In such cases the cost of the venue will be increased or decreased in accordance to the count number change.

ARTICLE 8 - SUBSTANCE POLICIES:

The use of any illegal narcotics or unauthorized controlled substances on the premises of the Venue is expressly prohibited by the Venue and applicable law. Failure to ensure that the Venue is kept as a drug-free location, due to the Renter's negligence or disregard, is subject to legal action by the Venue and applicable local, state, and federal courts.

Smoking of tobacco products is allowed only in the designated smoking area.

ARTICLE 9 – ATTORNEY FEES:

Renter hereby waives any and all rights to any legal claims or actions against Host and releases and discharges Host for any damage, loss, or injury of or relating to the rental of the Venue.

Any and all disputes rising between parties out of this agreement upon which an amicable understanding cannot be reached, shall be decided by arbitration in accordance with the procedural rules of the American Arbitration Association. The parties agree to be bound by the decision of arbitrator. The arbitration proceeding shall take place in Flathead County, MT. The cost and expenses of the arbitration shall be shared equally by the parties. Each party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

Host reserves the right to refuse entry to Renter's guests, staff, or affiliates if suspected of any suspicious or illegal activity. Host may also terminate this Agreement if the Renter or any of Renter's affiliates violates any of the terms of this Agreement in any way.

ARTICLE 10 - INDEMNIFICATION:

Renter agrees to defend and indemnify Host and any of its affiliates and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Renter, Renter's affiliates, guests, or employees, the use or misuse of the

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Venue and any services therein, Renters breach of this agreement, or the conduct or actions of any of Renter's affiliates, guests, and employees.

ARTICLE 11 - ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between Host and Renter with respect to any and all use of the Venue. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of the activities or facilities

ARTICLE 12 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Flathead County, Montana, without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county for any legal suit, action, or proceeding arising out of or based upon this Agreement: Flathead County, MT.

The Renter is responsible for arranging and paying vendors for everything related to the Event including catering and bar tending.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

Renter Name

Renter Representative Name

Renter Representative Signature

Date

Address

Phone

E-mail Address

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Host Name

Host Representative Name

Host Representative Signature

Date

*****Please mail signed agreement to:**

**Triple B Ranch Weddings & Events, LLC
1187 Hodgson Road
Columbia Falls, MT 59912**

Any questions please call Nick at 406-250-3409.



Triple B Ranch Weddings & Events, LLC

1196 Hodgson Road

Columbia Falls, MT 59912

AFTER EVENT CLEAN UP CHECK LIST

I understand that I am responsible for doing the following clean up after the event. I also understand that I have until 1:00 pm the following day to have this completed. I am aware that this deposit also serves as a security deposit. I realize that if any property of Triple B Ranch Weddings & Events is damaged for use of my Event, the cost of such damage may be deducted from the \$500 deposit.

A \$500 cleaning deposit needs to be paid with your deposit for your event. This will be refunded upon completion of the below items:

1. All trash cans emptied and clean bags inserted (**bags are provided by Triple B Ranch**). (Please give attention to outdoor trash cans and cans in the Arena bathrooms and Saloon).
2. Pick up all trash inside the Arena and Arena area including all parking areas. Triple B Ranch will provide a Flatbed Truck in which all trash bags are to be placed. Triple B Ranch will be responsible for disposal of trash bags. **Please do not drag full trash bags on the floor. Use the cart provided.**
3. Wipe down inside of refrigerator and freezer if used.
4. Wipe down tables and chairs.
5. Although all trash needs to be picked up, Triple B Ranch will do the final mopping and cleaning.
6. All tables and chairs can remain in place and do not need to be moved or put away.

Arena—all personal items need to be completely removed and the area cleaned by 1:00 pm the day following the event.

_____ **Optional—I choose to forfeit the \$500 cleaning deposit and have Triple B Ranch staff do the above cleaning.
Payment is included.**

_____ **Signed** _____ **Date**