



**Triple B Ranch Weddings & Events, LLC**

**1196 Hodgson Road**

**Columbia Falls, MT 59912**

**Business Event 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 1196 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 1196 Hodgson Road, Columbia Falls, MT 59912.

# TRIPLE B RANCH

WEDDINGS + EVENTS

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. 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 30 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 fee is required. This will be returned if all of the above conditions are met. (See cleaning 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:**

Renter will be responsible for all costs and expenses incurred in connection with the Event taking place at the Venue. Such costs and expenses include food and service expenses and any alcohol to be served, sold, or brought onto the premises.

If alcohol is to be served on premises it must be done by a licensed and insured Bartender. Renter will be required to purchase Insurance for the Event to cover serving alcoholic beverages on the property. Triple B Ranch Weddings & Events, LLC and Nicholas G Lombardi Living Trust will be named as additionally insured on the policy. Renter is aware that alcoholic beverages will not be served after 10:00 pm. It is the responsibility of the Renter to make arrangements for safe transport of impaired attendees.

## **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."

## **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.

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## **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 Venue and any services therein, Renter's 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

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## 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

\_\_\_\_\_  
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.**