

## **Alberton Orchards wedding venue Use Agreement**

Alberton Orchards LLC (“Orchard”) and \_\_\_\_\_ (“User”) enter into this Short-Term Use Agreement (“Agreement”) on the day agreement is signed.

User desires to utilize the whole ranch located at 1022 Sawmill Gulch Road, Alberton, Montana, 59820. The wedding venue is specifically the field adjacent to the barn off Sawmill Gulch that is bounded by Sawmill Gulch Road to the north, the railroad track to the south, the gravel road to the west, and the natural barrier to the east.

In exchange of the mutual promises and covenants herein, Orchard and User agree as follows:

Orchard grants User a limited revocable license to utilize the Premises on \_\_\_\_\_ between the hours of 7am and 11pm for the exclusive purpose of hosting an event for not more than 150 of people, and for no other purpose than a wedding and reception.

User shall pay Orchard \$9,000.00 for the use of the Premises. Timely delivery of payment is an express condition precedent to User’s use of the Premises. 50% deposit is required to secure reservation. Full payment is due 90 days prior to the ceremony date. Please mail check to:

Alberton Orchards  
P.O. box 498  
Alberton, MT 59820

Refund Policy: Refunds are not allowed once user has made the deposit. If user needs to postpone the ceremony date, the deposit will be applied to a future date. If ceremony is canceled all together, the deposit can be used toward a stay as a guest on the ranch or transferred to another party for credit.

Insurance policy: User is required to obtain event insurance and include Alberton Orchards LLC as additionally insured. If alcohol is served, the policy must include coverage for alcohol.

Alcohol policy: Alberton Orchards LLC has a beer and wine license and can serve as your beer and wine vendor; including license, insurance, beer and wine, and bar tender. User is free to choose another vendor that may serve liquor, but that vendor must have proper license and insurance and operate according to the laws of Montana.

Accommodations: Included in the venue fee are 3 cabins. Each cabin accommodates 2 adults. Only 2 persons are permitted to sleep in the cabins on the ceremony night for a total of 6 people. Additional nights can be reserved at 1,000.00 per night per cabin. Additionally, there are 4 glamping tents

available. The fee for each tent is 400.00. Each glamping tent accommodates 2 adults, for a total of 8 persons. Both cabins and tents have king beds. Check-in time is 2pm and check-out time is 11am.

**Bridal cottage:** The bridal cottage is the white farmhouse located at 1022 sawmill gulch road, aka Vintners Grill. This house is reserved for the bride and bridesmaids to get ready in prior to the ceremony. The bridal cottage is available starting at 10am on the date of the ceremony. All belongings can remain inside the cottage until the next morning. It is the responsibility of the bridal party to secure their belongings. All personal items shall be removed by 10am the following morning.

**Food and beverage:** A complimentary brunch is served to guests staying in the cabins/tents the morning after the ceremony. For guests renting additional nights in the cabins/tents, breakfast, lunch, dinner, and beer and wine are included in the fee. Catering is required for the reception; Alberton Orchards does not provide food or beverage or water for the reception.

Orchard is only obligated to provide to User the use of the Premises as described herein; reasonable parking spaces at the Premises during User's event; the barn to be used for wine and beer consumption, photos, entertaining, music, dance floor and storage, electricity from the barn during User's event. User shall provide its own food, beverage, dance floor, DJ, receptacles, lighting and music, and any other items or services User desires to utilize on the Premises during User's event. Orchard will provide, tables and chairs, electricity, trash, restrooms, bridal cottage, reception tent and ceremony site. User will have access to chairs and firepit adjacent to barn for entertaining purposes.

User and User's agents, employees, guests and invitees shall promptly vacate the Premises by 11pm on the night of the ceremony, except those who have reservations in the cabins or glamping tents. User shall not leave any refuse or waste or any of User's or User's guests' items at the Premises.

User shall not use the Premises or any property in the area of the Premises, or cause or allow the Premises or any property in the area of the Premises, to be used in any manner that violates any law, statute, code, regulation or ordinance. User shall not cause or allow any person to violate any law, statute, code, regulation or ordinance on or about the Premises.

User agrees to indemnify and save Orchard harmless from and against any and all claims and causes of action: (1) arising from or related to any act, omission or negligence of User or User's agents, employees, guests or invitees; (2) arising from or related to User's or User's agents, guests, or invitees' use of the Premises; and (3) arising from any act, accident, injury or damage whatsoever caused to any person or property occurring, in, on or about the Premises. Without limitation, User shall indemnify and save Orchard harmless from and against all costs, expenses and liabilities incurred in or in connection with any such claims or proceedings brought thereon, including attorney's fees and costs. In addition, User agrees to be liable for and

promptly reimburse Orchard for any damages to the Premises caused by User or User's agents, guests or invitees or otherwise arising from User's use of the Premises.

This Agreement does not create any leasehold or any other interest in the Premises in favor of User. Time is of the essence as to this Agreement and all of its terms. This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors, heirs, agents and assigns of each of the parties hereto. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable attorney's fees and costs expended by the prevailing party.

Alberton Orchards:

USER:

\_\_\_\_\_  
Steven DeLisle

\_\_\_\_\_  
(sign name)

\_\_\_\_\_  
(print name)