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D U B O I S W Y O M I N G
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USE AND RENTAL AGREEMENT

This agreement made and entered into this ___ day of _____, 2021 by and between Arcady Ridge Ranch, LLC., of 199 Uphill Road, Dubois, Wyoming 82513, hereinafter referred to as "PROVIDER", and _____, of _____, hereinafter referred to as "CLIENT".

RECITALS

WHEREAS, PROVIDER is the leaseholder of the property located at 199 Uphill Road, Dubois, Fremont County, Wyoming, and desires to allow CLIENT to use the premises for an event as set forth below; and

WHEREAS, CLIENT desires to rent a portion of the above said property from PROVIDER, as more particularly described below; and

WHEREAS, the parties desire to enter a lease agreement defining their respective rights, duties, and liabilities relating to the property.

WHEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE

INCORPORATION OF RECITALS

The above written recitals are incorporated herein the same as if restated in their entirety.

SECTION TWO

SUBJECT AND PURPOSE

CLIENT hereby rents from PROVIDER the property located easterly and southerly of the driveway on the premise and building located thereon, NOT including the barn and surrounding corrals, to be used to hold the following event, to-wit: _____.

SECTION THREE

TERM AND RENT

CLIENT shall be allowed to use the premises for the event commencing at:

_____ .M. on _____, 202_

and terminating at

_____ .M. on _____, 202_.

CLIENT agrees to pay a security deposit in the amount of \$3000 upon execution of this agreement. Said security deposit shall be retained by PROVIDER and used to repair any damage to the premises, cleaning if not done by CLIENT, and for any other purposed to restore the premises to its condition prior to use by CLIENT and guests/participants in the event.

CLIENT shall also pay a rental fee in the amount of \$ _____ for use of the facility, which shall be paid on execution of this agreement.

SECTION FOUR

USE OF PREMISES

CLIENT shall only use the property for the above stated event and shall not use nor occupy the demised premises or any part thereof for any unlawful, disreputable, or ultrahazardous purpose. CLIENT shall immediately, on discovery of any unlawful, disreputable, or ultrahazardous use, take action to halt such activity.

PROPERTY POLICIES

PETS

The PROVIDER operates on a working ranch with livestock (chickens, horses, sheep, bunnies, etc). As such, no outside pets are allowed on the property. CLIENT may request an exemption for service animals in writing prior to the start of the event. If such an exemption is granted, a service animal must remain on a leash and in control and care of its owner at all times. Guests should be reminded NOT to feed animals or throw any food or trash into corals or pens that an animal may be injured upon or accidentally consume.

FIRE RESTRICTIONS

The PROVIDER follows the fire restriction guidelines and laws as set forth by Fremont County and the Shoshone National Forest. Outdoor fires and charcoal grills are not allowed on the premises without prior consent from the PROVIDER. A propane grill is provided, along with instructions on use, upon rental of the property.

SMOKING

Smoking is not permitted on the property or inside the house.

Firearm Use

Firearm use is not permitted on the property, however the USFS boundary is only a few feet away. CLIENTS who choose to bring and use fire arms should keep the safety of neighboring property owners, and those traveling on USFS roadways in mind. The property feels remote, but many people, including neighbors and students at the nearby school, use existing roadways for horseback, hiking, and ATVs.

GUEST CONDUCT

The hope is that CLIENTS and his or her guests have a wonderful time and enjoy their event at Arcady Ridge Ranch. This rural setting is the perfect place to cut loose and have a good time, and there is plenty of space in which to do so!! Those

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who can follow the policies above are welcome to come back any time. CLIENT understands that if a guest or participant in the event breaks the law, destroys private property, or behaves in a way that is dangerous to his or herself, other guests, employees, neighboring ranchers, property owners, or livestock, domestic animals, or wildlife, then he or she will be asked to leave immediately and will be escorted off the property by local law enforcement if necessary.

SECTION FIVE

DAMAGE TO PREMISES

If the demised premises, or any part thereof, shall be damaged in any manner by CLIENT, event participants, and/or guests, then CLIENT shall make arrangements to repair the damage. If CLIENT fails to do so, then PROVIDER may repair the same at the sole cost of CLIENT.

SECTION SIX

INDEMNIFICATION

CLIENT, for itself, its heirs, successors, assigns, officers and directors, and volunteers, agrees to fully defend and fully indemnify PROVIDER from and against any and all loss of whatever nature that PROVIDER may sustain as a result of any claims, demands, cost, or judgments arising from the use of the facility under the use agreement. Such indemnification shall include all court costs, reasonable attorney fees, subpoena and deposition costs, expert witness costs and any and all other costs that may arise. This indemnification is to include, but not be limited to claims in contract, tort or equitable claims and is to interpreted as broadly as possible to include any and all liability of whatever nature that may arise to PROVIDER.

SECTION SEVEN

CLEANING

CLIENT agrees that upon completion of the event and prior to the termination of this agreement CLIENT shall clean the premises to a state that the premises was in prior to CLIENT's use. If CLIENT fails to do so, then PROVIDER may do or have the same done at the sole cost of CLIENT.

SECTION EIGHT

PORTABLE RESTROOM REQUIREMENT

The client agrees to obtain portable restrooms for any event taking place on Arcady Ridge Ranch Property (ie: mobile latrines, or porta potties with hand washing stations) are required for events of over 14 guests in the ratio of 1 per every 30 guests. Example: 90 guests: 3 porta potties. The client must agree to obtain the necessary number of portable restrooms prior to the event. These units may be set up 1 day prior to the start date of the event and taken down no more than 1 day after the end date of the event.

LIABILITY RELEASE AND WAIVER

1. Acknowledgement

In acknowledgement of (1) my use of The Lodge at Arcady Ridge Ranch, and/or glamping tents and surrounding premises of Arcady Ridge Ranch, and (2) my participation in activities on the property, including those sponsored by Arcady Ridge Ranch LLC, its members, officers, agents, and employees (collectively "activities"), I understand that use of Arcady Ridge Ranch and activities in and around the premises involve physical risks, and may result in serious bodily or other injuries, including death, to myself, my family and other persons and guests.

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2. Assumption of Risks

I hereby declare that I am fully aware of such risks and knowingly and voluntarily assume all risks, including the risk of death, serious bodily injury, or other personal or property damage, resulting from the negligence or fault of others, or resulting from the use of the premises or from participation in activities in and around the premises. I assume full responsibility for my own conduct and for any injuries or property damage I may cause. I assume all such risks without regard to negligence or fault, for myself, my dependents, heirs and agents.

3. Waiver and Release of Liability

I understand that Arcady Ridge Ranch LLC its members, officers, agents, and employees AND Arcady Ridge Ranch are not legally responsible for any property damage, personal injury or death to me, my family, or other persons or property that results from the inherent risks associated with the use of the premises or participation in activities in and around the premises, whether foreseeable or unforeseeable, that may arise from the use the use of the premises or from participation in activities in and around the premises. I further understand that Arcady Ridge Ranch LLC is not required to eliminate, alter or control the inherent risks that arise from the use of the premises or from participation in activities in and around the premises. I will look solely to my own assets to satisfy any and all expenses arising from any injury or loss I may sustain.

4. I hereby waive, release, and discharge Arcady Ridge Ranch LLC and their respective insurance carriers, owners, trustees, beneficiaries, members, officers, agents, and employees and Arcady Ridge Ranch from any and all liability, claims, and causes of action arising from negligent acts, fault, and other actions or omissions resulting in death, or bodily or other injuries. I hereby agree to and shall indemnify and hold harmless Arcady Ridge Ranch LLC and their respective insurance carriers, owners, trustees, beneficiaries, members, officers, agents, and employees and Arcady Ridge Ranch from any and all costs, fees, damages, claims, and causes of action for any physical injury to myself, physical injury to others, or for property damages sustained by myself or others as a result of, or arising out of actions or omissions by Arcady Ridge Ranch LLC and their respective insurance carriers, owners, trustees, beneficiaries, members, officers, agents, and employees, and Arcady Ridge Ranch as well actions or omissions by myself, my family, or my guests.

5. Binding Effect

I represent that I am an adult and legally competent to sign this waiver and release, or that I am the legal guardian of the minor(s) on whose behalf this waiver and release is signed; that the terms of this waiver and release are contractual; and that this waiver and release shall be binding on me, my minor children, personal representatives, heirs, successors and assignees for the duration of my use and presence on the premises of, or participation in activities, including those sponsored by Arcady Ridge Ranch LLC its members, officers, agents, and employees. I understand that this is a legally binding document. I understand that signing this document may alter my legal rights in the event I sustain injury or loss, and acknowledge that I am signing it voluntarily.

SECTION NINE

TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS

This lease contains the entire agreement between the parties and cannot be changed or altered except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

CLIENT agrees an electronically transmitted signature has the same force and effect as an original.

This AGREEMENT shall not be canceled, modified, or changed in any manner except by the written agreement of both PROVIDER and CLIENT. The invalidity of any portion of this RELEASE shall not affect the validity of the remaining

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RELEASE.

It is agreed that this RELEASE and its provisions shall be governed by the law of the State of Wyoming, a state of the United States, and the state court in Fremont County, Wyoming shall be the sole and exclusive jurisdiction and venue for any legal proceeding relating to the subject matter of this RELEASE or any services provided by or any acts or omissions of PROVIDER.

If CLIENT fails to comply with any of the terms of this RELEASE, CLIENT shall be responsible for the payment of all attorneys' fees, costs and expenses incurred by PROVIDER in responding to any such breach or in enforcing this RELEASE.

THE UNDERSIGNED CLIENT HAS READ AND FULLY UNDERSTANDS THIS RELEASE WHICH MUST BE COMPLETELY SIGNED AS INDICATED AND RETURNED BEFORE THE EVENT.

SECTION ELEVEN

TIME OF THE ESSENCE

Time is of the essence in all provisions of this lease.

IN WITNESS WHEREOF, the parties have executed this agreement the day and date first above written.

PROVIDER:

Arcady Ridge Ranch, LLC

By: _____

CLIENT:
