

# The Lakes

OLD FORGE, NEW YORK

146 Hollywood Road, Old Forge, NY 13420

Phone: (315) 369 6458 ~ Email: [adhomesandcottages@gmail.com](mailto:adhomesandcottages@gmail.com)

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This contract defines the terms and conditions under which 146 Hollywood Road LLC dba The Lake (also known as The Narrows of Old Forge), (hereinafter referred to as The Lakes), and \_\_\_\_\_ (referred to as the Customer) agree to the Customer's use of The Lakes facilities from 08/19/21 to 08/22/21. This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by 146 Hollywood Road LLC and the Customer.

## **Customer Information**

Customer Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_ Phone: \_\_\_\_\_

## **Proposed Event:**

Event type: Weekend Wedding Package (including wedding ceremony, wedding reception, lodging)

Total Number of Guests: \_\_\_\_\_

Location of Wedding Ceremony: \_\_\_\_\_

Location of Wedding reception: \_\_\_\_\_

Date of Wedding Ceremony: \_\_\_\_\_

Time of Wedding Ceremony: \_\_\_\_\_

Date of Wedding Reception: \_\_\_\_\_

Time of Wedding Ceremony: \_\_\_\_\_

## **Lodging Selection and Dates:**

Cottages reserved for guests: #1, #2, #3, #4, #5, #6, #7, #8, #9

Date(s) of stay: \_\_\_\_\_

Number of nights: \_\_\_\_\_

Time of arrival: \_\_\_\_\_

Time of Departure: \_\_\_\_\_

## **Waterfront activities**

There is no lifeguard on duty. Swimming is not allowed. Use of any boats, canoes and floatation devices are at customer and customer's guests' own risk. The Lakes will not be held responsible for any loss incurred due to use of these facilities/devices. Each guest must sign a waiver that will be provided by The Lakes prior to arrival.

## **Boathouse**

Boathouse and its contents are strictly excluded from this agreement and shall not be used.

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The facilities described above have been reserved for you for the dates and times stipulated. Please note that the hours assigned to your event include all set-up and all clean-up, including the set-up and clean-up of all subcontractors that you may utilize. It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents or sub-contractors resulting from your use of our grounds and facilities.

**Rental Deposit and Payment Agreement**

The total cost for use of The Lakes and its facilities described in this contract is listed above. To reserve the property on the date/s requested, The Lakes requires this contract be signed by Customer and an initial payment of \$2,500 (two thousand five hundred) be deposited to guarantee the dates. A second payment of \$6,250.00 (six thousand two hundred and fifty) of the balance is due six months prior to the event date. Payment of the remaining balance of the rental fee which is \$6,250.00 is due sixty (60) days in advance of the event. Deposits and payments will be made by cash or personal check, made payable to 146 Hollywood Road LLC on the schedule noted below. A receipt from The Lakes will be provided for each.

<b><u>Scheduled Payment:</u></b>	<b><u>Amount</u></b>	<b><u>Date Due</u></b>
Initial Rental Deposit:	\$2,500.00	Due with signed Contract
Second Rental Payment:	\$6,250.00	Due 90 days prior to wedding date
Remaining Balance:	\$6,250.00	Due 30 days prior to wedding date
	TOTAL Amount: \$15,000	

All checks should be made payable to 146 Hollywood Road LLC

Please return signed rental agreement, all attachments and initial deposit to:

The Lakes  
c/o Jon Ball  
55 Munson Lane  
West Sayville, NY 11796

Reservations are taken on a first-come, first-served basis.  
We will book your date upon receipt of your deposit.

**Date Changes and Cancellation Policy**

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1. Changes: In the unlikely event the Customer is required to change the date of the event, every effort will be made by The Lakes to transfer reservations to support the new date. The Customer agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable are the sole responsibility of Customer. The Customer further understands that last minute changes can impact the quality of the event and that The Lakes is not responsible for these compromises in quality.

2. Cancellation: In the event customer cancels the event, customer shall notify The Lakes immediately in writing or by email. Once cancelled, the Customer shall be responsible for agreed liquidated damages as follows. The parties agree that the liquidated damages are reasonable.

- A. In the event Customer cancels the event 6 months prior to the event, Customer shall forfeit to The Lakes as liquidated damages one-half (1/2) of the initial deposit.
- B. In the event customer cancels the event less than 6 months but not more than 3 months prior to the event, Customer shall forfeit to The Lakes as liquidated damages the entire initial deposit.
- C. In the event Customer cancels the event less than 3 months but not more than 1 month prior to the event, Customer shall forfeit to The Lakes as liquidated damages fifty percent (50 %) of the rental fee: \$7,500.00
- D. In the event customer cancels the event less than 1 month prior to the event, Customer shall forfeit to The Lakes as liquidated damages the entire rental fee of \$15,000.

### **CONDITIONS of USE**

Renter's activities during the Rental Period must be compatible and with respect to the use of the structures, grounds and activities in areas adjacent to the Rental Space and buildings. This includes but is not limited to playing loud music or making any noise at a level that is not reasonable under the circumstances. Smoking is NOT permitted anywhere in the cottages. Smoking is allowed outside of the cottages. Please don't throw cigarette butts on the ground. The Rental Space must be cleaned and returned in a condition at the end of an event to a reasonable appearance as it was prior to the rental. Customer is responsible for the removal of all decorations and trash from the property. All trash must be placed in a garbage shed provided on site.

### **EVENT SET-UP LIMITATIONS**

- 1. All property belonging to Customer, Customer's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up on the day of the event or the day of arrival and removed prior to vacating the property. The Customer is ultimately responsible for property belonging to the Customer's invitees, guests, agents and sub-contractors.
- 2. Rental items must be scheduled for pick-up prior to vacating the property.
- 3. Alcohol service must stop no later than 10:00 PM (or maximum of 5-hours if occurring sooner). Customer is responsible for obtaining all necessary permits and certificate of insurance in order to serve alcohol beverages. Customer is responsible for all the cost associated with such service. Thus, Customer and/or Outside Caterer must provide The Lakes with the following:  
Certificate of Liability (including Host Liquor Liability) naming 146 Hollywood Road LLC as the additional insured. Wording must read: *146 Hollywood Road LLC and its affiliates and subsidiaries are named as additional insured.*
- 4. Music (DJ or live music) must stop no later than 10:00PM

### **SITE VENDORS**

Caterers: The Lakes recommends Mountainside as a caterer. They are familiar with The Lakes and its grounds, rules and regulations. provides excellent food and exceptional service. They also carry the required liability insurance. They offer a variety of menus, various serving accommodations and price ranges.

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1. If Customer requests a different food service company, they must be pre-approved by The Lakes and meet their rules and regulations.
2. Your catering company is responsible for the set-up, break-down and clean-up of the catered site. Please allow appropriate time for break-down and clean-up to meet the contracted timelines.
3. All event trash must be disposed of in the designated garbage area at the conclusion of the event.
4. ALL vendors must adhere to the terms of our guidelines, and it is the Customer's responsibility to share these guidelines with them.
5. ALL Vendors must provide The Lakes with COI. Wording must read: *146 Hollywood Road LLC and its affiliates and subsidiaries are named as additional insured.*

### **WEDDING CEREMONIES**

Wedding ceremonies may be held at the property grounds for no additional charge. Customer is responsible for providing ceremony coordinator, officiate, ceremony music and sound system.

### **WEDDING REHEARSAL**

Rehearsals may be held on-site any time during the rental period. No additional fee applies.

### **RESPONSIBILITY AND SECURITY**

The Lakes does not accept any responsibility for damage to or loss of any articles or property left at The Lakes prior to, during or after the event and/or the entire rental period. The Customer(s) agrees to be responsible for any damage done to The Lakes complex by the Customer(s), their guests, invitees, employees or other agents under the Customer(s) control. Further The Lakes shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer(s), or any of his guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Customer(s) to maintain the premises in a safe condition or arising from any other cause, The Customer(s), as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against The Lakes for any such loss, damage, or injury of claims and demands against The Lakes for any such loss, damage, or injury of the Customer(s), and hereby agrees to indemnify and hold The Lakes free and harmless from all liability of any such loss, damage or injury to persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

### **EXCUSE OF PERFORMANCE (Force Majeure)**

The performance of this agreement by The Lakes is subject to acts of God, war, government regulations or advisory, disaster, fire, accident or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of The Lakes. Should the event be cancelled through a Force Majeure event, all fees paid by Customer to The Lakes will be returned to Customer within thirty (30) days or The Lakes will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

### **INDEMNITY**

Customer agrees to indemnify and hold harmless The Lakes, its officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Customer, and Customer's guests, invitees, agents and sub-contractors.

### **SEVERABILITY**

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

### **INSURANCE**

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The Lakes shall carry liability and other insurance in such dollar amount as deemed necessary by The Lakes to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Any third party suppliers/vendors used or contracted by Customer shall carry liability and other necessary insurance in the amount of no less than Two Million Dollars (\$2,000,000) to protect itself against any claims arising from any officially scheduled activities during the event/program period(s); and to indemnify The Lakes which shall be named as an additional insured for the duration of this Contract. The Lakes Event Policy is that Customer shall obtain and maintain, at your own cost and expense, and provide evidence of liability insurance in an amount approved by The Lakes (but in no event in an amount less than [\$2,000,000]) which provides coverage for liabilities which arise out of or result from the conducting of the Event. Customer agrees to provide to The Lakes a certificate of insurance satisfactory to The Lakes evidencing such required insurance no later than [30] days prior to the Event, which certificate of insurance shall name The Lake as an additional insured. The Lakes with the following before hosting and event at The Lakes. All documents must be submitted to the events team no later than one week before said event.

1. Certificate of Liability (including Liquor Liability) naming The Lakes as the additional insured. Wording must read: The Lakes, its affiliates and subsidiaries are named as additional insured.
2. Copy of the Caterer's Alcohol Event Permit

### **CLEAN-UP**

Customer shall be responsible for returning the property (and site if applicable) to the condition in which it was provided to them. All property belonging to Customer, Customer's invitees, guests, agents and sub-contractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by The Lakes. The Lakes is not responsible for any property left behind by Customer, Customer's guests, invitees, agents and sub-contractors. The Customer is responsible for any and all damages to The Lakes grounds and structures. It is the Customer's responsibility to remove all decorations and return the property to the condition in which it was received.

### **RESERVATION OF RIGHTS**

The Lakes reserves the right to cancel agreements for non-payment or for non-compliance with any of the Rules and Conditions of Usage set forth in the Agreement. The rights of The Lakes as set-forth in this Agreement are in addition to any rights or remedies which may be available to The Lakes at law or equity.

### **JURISDICTION**

The Parties agree that this Agreement will be governed by the laws of the State of New York and the Herkimer County. Customer agrees to pay reasonable attorney's fees incurred by The Lakes associated with any breach of this Agreement.

### **ALCOHOLIC BEVERAGES**

The Lakes will not pick up or sell any alcoholic beverages – It is understood and agreed that the Customer may serve beverages containing alcohol (including but not limit to beer, wine, champagne, mixed-drinks with liquor, etc., by way of example) hereinafter call "Alcohol", upon the following terms and conditions:

1. Under NO circumstances shall Customer(s) sell or attempt to sell any Alcohol to anyone.
2. Customer shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian.

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- 4. Customer hereby agrees to use their best efforts to ensure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
- 5. Customer hereby expressly grants to The Lakes sole discretion and option to remove any person(s) from the property, if in the opinion of The Lakes representative in charge, the licensed and bonded Bartender and/or the security officer(s) the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.
- 6. Customer hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at Customer's function or event.

**Included Amenities**

Wedding Arbor, Tables and Chairs, White Tablecloths, are provided as part of The Lakes rental agreement, unless noted otherwise.

Additional Notes

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**RESERVATION PROCESS**

A rental contract must be signed, all pages initialed, as well as appropriate deposits submitted in order to confirm utilization of The Lakes grounds and lodging.

**The Rules and Conditions for Usage are incorporated herein and are made a part hereof.**

Customer

(Customer)	(Customer)
(Signature) (Date)	(Signature) (Date)

The Lakes \_\_\_\_\_  
(By) (Date)



**RULES AND CONTIONS FOR USAGE**  
 (Alphabetized)

**CANDLES:** The use of any type of flame, other than the designated fire pits, is prohibited in all buildings and throughout the site. The new "flameless candles" which are battery operated are permitted for use. (Example: See

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[www.candleimpressions.net](http://www.candleimpressions.net) – the candles light automatically at the time set and run for 100 hours on a small battery).

**CHILDREN:** There have been times we have had guests at the complex whose children were not properly supervised. Children under the age of 16 are your complete responsibility. Please know where your children are at all times and make certain that they clearly understand The Rules (They are not permitted near the water without supervision). PLEASE RESPECT NATURE! We would greatly appreciate it if persons do not disturb plants, rocks, trees or other natural gifts. Please do not nail anything to trees or hang any ropes, swings or hammocks from tree limbs. Please do not walk or step in flower beds.

**CONTACT PERSON:** You must designate one individual as your Contact Person. This must not be someone heavily involved in the activities of the day, as they will be too busy to effectively communicate with our on-site coordinator should problems/concerns/questions. (When questions arise, do not designate any member of your bridal party, photographer, caterer, florist or musician as your liaison).

**COURTESY PROTOCOL:** The Lakes reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

**DELIVERIES:** We will need to know the delivery dates and times of any rentals (if any), so we can guide them and coordinate with them where to drop their rentals.

**ELECTRICAL OUTLETS:** All electrical outlets on the property are available for use at an event. The vendors are welcome to inspect the locations and numbers of outlets prior to booking.

**DECORATIONS:** Only push-pins and double tape may be used to affix decorations and/or signs. Any other decorations, signage, electrical configurations or construction must be pre-approved by The Lakes. Decorations may not be hung from light fixtures. All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made between the Customer(s) and The Lakes.

Note – The only adhesive material allowed on the walls is drafting tape which will not damage surfaces. No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decoration must be freestanding. Nails and staples are NOT permitted at any location.

Note – Rice, confetti, balloons, glitter fog machines, pyrotechnics, sparklers and blowing bubbles are not permitted inside or outside the facilities. Real flower petals (symbolic amount) are permitted.

- **ALL DECORATIONS MUST BE APPROVED BY The Lakes.**

**EVENT ENDING TIME:** All events must end by 10:00 PM.

**GARBAGE DISPOSAL:** Trash disposal, other than the garbage disposal of items generated by the caterer, is your responsibility. Please have your Clean-up Committee take a few minutes to walk all the areas of the building and property that have been utilized for the event and pick-up any refuse that may have been dropped or blown around before departure. This trash may be placed into The Lakes' garbage shed onsite.

**GROUNDS:** Our grounds have been designed to be enjoyed by all. It is the responsibility of the parent to keep their children, under the age of 16, out of the landscaped areas and supervise them when by the water.

**GUESTS:** Please keep in mind when inviting Guests to your event, that you are inviting them to our home. We will expect visitors to conduct themselves in a mature, responsible and respectful manner.

**MUSIC AND ENTERTAINMENT:** Due to the proximity of The Lakes to the local neighborhood, sound considerations are a concern. Although music (both live and recorded) is permitted, the music must be contained

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at an acceptable sound level so as not to disturb the local surrounding area. The Lakes will help to establish acceptable sound levels. Any complaints from neighbors or other parties may require the levels to be reduced further. The Lakes reserves the right to require Customer(s) to cease the music it deems inappropriate, in its sole discretion. The Lakes also reserves the right to require the Customer(s) to lower the sound level or cease playing music, in its sole discretion.

Sound travels and do, therefore, make every attempt to be considerate of our neighbors' privacy.

**PARKING:** Parking is available at the designated areas on the property. Persons shall pull into the spaces that identify parking locations. Parking is not permitted on the main street (Hollywood Hills) or any access drive to decks and lower cottages. That area is strictly designated for loading and unloading only.

**PETS:** Pets allowed. However, they are not allowed on any furniture. Pet fee applies.

**PHOTOGRAPHY:** The many natural settings around The Lakes were maintained and developed for the enjoyment of all events. We reserve the right for each Customer the opportunity to use any area of the complex for wedding/reception photograph sessions. We also reserve the right to use any photographs or other media reproductions of an event in our publicity and advertising materials with the customer's consent.

**RENTAL SPACE CHANGES:** Any contents or furniture movement must be pre-approved by The Lakes. It is the Customer's responsibility to restore all areas to their original appearance. Placements of tables, tents, live music, catering equipment, etc., must also be approved by The Lakes.

**SIGNAGE:** You may post your group's sign or hang balloons at the front entrance on The Hollywood Road, but please do NOT attach anything to or cover up our entrance sign, or nail or screw anything to the trees.

**SMOKING:** The Lakes is a non-smoking facility. Ash-trays will be provided and smoking permitted in the designated areas only.

**SECURITY:** The Lakes reserves the right to have a security guard/s or the appropriate representatives present for all events where Alcohol is served (such as wedding receptions, fundraisers, wine tastings, corporate parties or receptions).

**TABLES AND CHAIRS:** The Lakes is providing tables (for buffet setup) and chairs as part of our rental package, unless noted otherwise. Customer is to confirm number of chairs needed.

**WEATHER:** The weather is usually suitable for outside events from May 15 until October 15. Should there be inclement weather on your reserved day, we will approve your last-minute rental of tents, canopies or heaters, provided they are set-up at an acceptable location.

**WEDDING REHEARSAL:** In order to not conflict with other rentals, rehearsals are planned for Thursday evenings (unless a different date is approved).

**LOGISTICAL PLANS:** The Lakes planning team must review and approve all proposed logistical plans for the use of the premises a minimum of forty (45) days prior to an event.

## **WEDDING POLICY AND GUIDELINES AGREEMENT**

I have read and understand the policies concerning events held at The Lakes. I agree to uphold them and ensure that contractors and members of the event party, will abide by the policies. I understand it is

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my responsibility to inform the coordinator, florist, photographers, etc., that they must also conform to this set of guidelines.

Signature

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(Date)

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