

Hope Lake Lodge & Indoor Waterpark Banquet Agreement

To Be Held On:
Effective Date:

BOOKING AND DEPOSIT POLICY: In order to book an event and to list the booking as “definite”, a deposit must be placed upon the meeting room to guarantee reservation and the Terms of Agreement and Catering Contract must be signed. We reserve the right to cancel with or without notice any tentative reservation set if such contract or deposit is not received 10 days from the effective date listed above. Following are deposit requirements agreed upon between _____ and Hope Lake Lodge, due by _____

CANCELLATION POLICY:

- If the event is cancelled within 3 days of the event, the organization or individual will be responsible for **100% of room rental and food/beverage revenue, which is estimated at:** _____
- If the event is canceled within 15 days of the event, the organization or individual will be responsible for **50% of room rental and food/beverage revenue, which is estimated at:** _____
- If the event is canceled within 30 days of the event, the organization or individual will be responsible for **25% of room rental and food/beverage revenue OR full amount of deposit, whichever amount is greater.** _____

ATTENDANCE: At initial time of booking an event, an estimated number of attendees for the event are required. All events with food and beverage require a final guaranteed attendee count no less than 72 hours prior to the event. This guarantee will be the minimum number for which fees and catering services will be charged. Without this guarantee, fees will be based on the original estimated attendance as the minimum, which is **currently estimated at:** _____

AMENDMENTS/CHANGES: Any amendments or changes to the arrangements described in this contract must be made in writing and signed by both parties. Changes or alterations in any phase of your event must be communicated to the sales department no less than 72 hours prior to the event. There will be no updates, amendments or changes guaranteed without 72 hours notice.

PROPERTY: We are not responsible for any loss or damage to personal property and we do not maintain insurance covering it.

SHIPPING & RECEIVING: If it is necessary for you to ship materials to the hotel, it is imperative that you observe the following instructions to ensure proper handling of your materials. The sales office must be notified at least one week prior to shipping so adequate space for storage can be secured.

- Organization name and name of meeting planner
- Date of Function
- Name of sales contact
- Number of boxes in shipment
- Phone number with area code

Packages must be claimed at the Front Desk. No packages will be put in the meeting room prior to the event unless they are claimed. Hope Lake Lodge & Indoor Waterpark assumes no liability for packages shipped but not received.

MENU PLANNING: Menus selected at contract signing will be guaranteed in both item selection and pricing. We make every effort to ensure that we prepare adequate foodstuffs for your final headcount, +5% more. On buffets, however, it is impossible for us to determine exactly how much of each individual item any group of persons shall consume, including appetizers. We will advise you in advance if the items and quantities you have chosen will be, in our professional judgment, sufficient under normal circumstances. *Menus must be finalized and approved within 7 business days from the event date.*

Event Planner Initials/Date: _____

Hotel Representative Initials/Date: _____

TERMS AND CONDITIONS, continued pg. 2

**Individual/Organization:
Function Date:**

FUNCTION SPACE: We reserve the right to reassign specific function rooms based on your contracted number of attendees. Please refer to the daily schedule of events at the Front Desk upon arrival for verification of the location of the event. You agree to confirm specific room assignments with us before printing any invitations or other material listing specific room locations. Contracted times for your function are enforced and upheld by the hotel. There may be functions scheduled either before or after yours, and which we always give the same courtesies as we do to you. Room space and pricing is planned and assessed based on the number of people quoted in the original contract, if the number of attendees decreases by 30% or more the hotel reserves the right to renegotiate any pricing in line with those changes. Our standard large function time block is five hours. Each additional hour is assessed an additional charge of \$50.00 per room, and must be pre-approved by the Food and Beverage Coordinator. We will make every effort to accommodate if we can. All functions must be concluded by midnight.

FOOD AND BEVERAGE POLICY: Hope Lake Lodge must provide all food and beverage served in our banquet facility. No food or beverage (alcoholic or otherwise), may be brought into the public area of the hotel or banquet rooms from outside sources. In accordance with our safe food handling procedures, we are unable to allow food from banquets or buffets to be taken home or otherwise removed from the premises. In accordance with the New York State Liquor Authority, the hotel is not allowed to release to guests any unused portion of alcoholic beverage for removal from the hotel property and for the purpose of private consumption. As well, it is the Hotel's policy that no liquor, beer, or wine may be brought into the hotel for special functions from outside sources, (with the exception of small gifts and favors intended to be taken home from the function still sealed). We reserve the right to refuse service if deemed necessary and to request age verification before service is given. As the Hope Lake Lodge does not employ a pastry chef on premises, cakes for special events may be delivered to the hotel for event purposes from NYS Department of Health certified bakeries. **All food and beverage catered by Hope Lake Lodge will be subject to a 20% service charge and 8% NYS sales tax.** Tax exempt groups must have the appropriate form on file with our accounting department before the event. All catering menus are subject to change without notice. Pricing shall be that which is in place at the time of the contract's signing, (which may not be the same as the pricing from prior dated menus).

PROPERTY USE/DAMAGE GUIDELINES: Materials, posters, signs, or literature may not be affixed to any meeting room or guest room wall or corridor without written permission from the hotel management prior to the event. We invite you to bring in any favors or decorations that will make your event memorable with the following restrictions: Candle decorations must be votive, tea light or floating candles. Solid pillar candles may be used one per table. Bridal tables may include the Unity candle. Confetti requires a \$50.00 clean up charge. We can supply basic centerpieces. The removal of decorative items brought in by you remains with you. We cannot be responsible for items left in the banquet rooms after the function end. Any damage to walls, floors, hotel equipment or furniture or loss of hotel equipment or equipment rented for the event is the sole responsibility of the client company or individual and will be charged in accordance with the terms of this agreement.

SECURITY: If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval.

PROMOTIONAL CONSIDERATIONS: We have the right to review and approve any advertisements or promotional materials concerning your function, which specifically references Greek Peak Mountain Resort or Hope Lake Lodge.

AUXILIARY AIDS: The hotel maintains, and you acknowledge, that the hotels facilities being rented for you, including guest rooms and common areas, will be in compliance with our public accommodation requirements under the Americans With Disabilities Act. You agree that one week in advance you will furnish to us a list of any auxiliary aids needed by your attendees in the hotels' meeting or function spaces. You agree to pay all charges associated with the provision of such aids by the hotel. When your attendees make room reservations, please ask them to notify us of their auxiliary aid needs so that we may notify you as to the names of businesses which may be contracted to obtain said aids.

Event Planner Initials/Date: _____

Hotel Representative Initials/Date: _____

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Individual/Organization:
Function Date:

ATTORNEY'S FEES: The parties agree that, in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of reasonable attorney's fees and costs.

INDEMNIFICATION: To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless: Greek Peak Mountain Resort and Hope Lake Lodge (hereafter called the hotel), the owner of the hotel and their respective employees and agents, against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the hotel.

GOVERNING LAW: This contract shall be construed and interpreted in accordance with the laws of the state of New York in which the hotel is located.

The following undersigned parties are authorized to sign and enter into this contract:

ACCEPTED AND AGREED TO:

Event Contact

Hope Lake Lodge & Indoor Waterpark

Date

Date