

## OVERLOOK EVENT CENTER RENTAL AGREEMENT

This agreement is entered into as of \_\_\_\_\_ 20\_\_ between \_\_\_\_\_ (“Client”) of \_\_\_\_\_ (address) and The Cottages at Taylorsville Lake, LLC (hereafter referred to as “The Resort”) at 1238 Settlers Trace Road, Taylorsville, KY, 40071. The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter agree to the terms outlined in this Agreement (“Rental Agreement”).

Resort is available for a wide variety of social or business functions. Our policies assure proper maintenance of the Resort grounds so that all Clients and Resort guests will be able to use and enjoy the property. We require strict adherence to these terms and conditions.

### 1. DATES/TIMES OF PERMITTED USE

Resort hereby grants Client a license to use the Overlook Event Center and Overlook Field (“Event Center Area”) for \_\_\_\_\_ (type of event) to be held on \_\_\_\_\_, 20\_\_. Access to the Event Center Area will commence at \_\_\_\_\_ on the date of the event and end at \_\_\_\_\_ (“Access Period”). Set-up and tear-down of any event related equipment and decorations must occur during this defined period. If tear-down and removal of non-event center equipment is not completed by the end of the Access Period, the Client will be responsible for additional rental time (hourly fee set forth in Appendix A or Appendix B in Rental Contract).

Access for Client, Client’s vendors and Client’s guests is **only** allowed during the Access Period. Any other gatherings on Resort Property, other than defined Event Center Area (including the grassy areas and Cottages) is not allowed. Should Client and/or client’s guests be a cottage guest during time of rental, access to Edgewater Resort Property will be granted to cottage guests only per the terms of the cottage rental agreement(s).

### 2. EVENT SIZE

The Event Center capacity is 60 people. Edgewater Resort allows a capacity of 100 people if the Overlook Field is used along with the physical Event Center building. Should the final guest count be above the contracted guest range, this contract is void and client must vacate property.

Client estimates that the following number of guests will attend the Event:

#### Estimated Guest Count

- Up to 60 guests  
 60-100 guests

### 3. RENTAL FEE

Per the Overlook Event Center Rental Rate (non-cottage guest) (Appendix A) or the Overlook Event Center Rental Rate (cottage guest during rental) (Appendix B), the rental fee for this Event based on the date and Access Period (paragraph 1) is \$ \_\_\_\_\_ (“Rental Fee”).

The Client agrees that they have received a copy of the applicable Overlook Event Center Rental Rate document.

### 4. EVENT CENTER PREMISES AND FURNISHINGS

Rental of the Event Center Area shall include use of the physical Event Center building, indoor restroom, kitchenette, and Overlook Field (large lawn area on the left side of the physical Event Center) for the Access Period. Clients will also have the use of the following furniture and equipment in the event center: a projector and screen, 7 round tables (60” diameter), 60 blue padded chairs, 2 rectangular tables (8’) and 1 rectangular table (6’). Resort tables and chairs are not permitted outside of the Event Center building.

### 5. SECURITY DEPOSIT AND CANCELLATION POLICY

A security deposit of \$250 is required to reserve your date. If there has been no infraction to the rental contract, the security deposit will be returned within 14 days after the event or when all accounts are settled (whichever is later).

Any cancellation by Client shall result in the Resort retaining the full amount of rental fees due and paid to date. No refunds or credits will be given. The security deposit will be refunded for all events canceled at least 14 days in advance of the scheduled event date. If canceled within 14 days of the event date and the rental amount has not been paid in full at time of cancellation,

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then the Resort will withhold the full amount of the rent out of the security deposit, or the entire security deposit, whichever is less. Should the Resort be unable to complete the contract, refund of the rental fee and security deposit shall be issued within 10 business days, without interest.

**6. PERMISSABLE EVENTS**

Only family-oriented activities are permitted on the grounds or in the building. Lewd behavior, sexually explicit entertainment, gambling, or any illegal activity is prohibited.

**7. ALCOHOL POLICY**

The Resort demands strict adherence to state and Federal laws regarding alcohol consumption in The Event Center Area and within the grounds of the Resort. If Client elects to offer alcohol during the Event, Client must understand and adhere to the following:

- a. Any and all liabilities arising from the consumption of alcoholic beverages on the premises are the responsibility of the Client.
- b. Client must adhere to all State (Kentucky) and Federal laws regarding alcohol distribution and consumption.
- c. Client will not sell alcohol on the premises, or allow vendors or guests to sell alcohol.
- d. Client acknowledges that the Resort does not have a liquor license for the Resort or Event Center.
- e. Service requirements for Events with over 30 guests are as follows:
  - All alcohol must be served only by a licensed and insured bartender.
  - No alcohol can be served unless there is also food provided.
  - Service will be closed at least 30 minutes before Client's tear down time begins.
- f. The Resort reserves the right to evict Clients and/or their guests from the Event Center Area and/or Resort property or to close the bar at any time during the Event. A list of specific behaviors that will result in expulsion or bar closure are included in Appendix C.

**8. SET-UP/ TEAR-DOWN OF EVENT CENTER**

- a. Client is responsible to set-up and tear-down the Event as defined in the Overlook Event Center Usage Rules. Client will forfeit the security deposit if these rules are not followed.
- b. Client must remove all non-The Resort Décor items from the Event Center during the Access Period; this includes items brought by Client's vendors and guests. If all items are not removed, Client will be responsible for additional event time and Pick-up/Delivery Fees for each day these items remain on the property.
- c. Client will collect all trash and dispose of it into the large dumpsters at the entrance of the resort (outside the main gate).

**9. PAYMENT SCHEDULE**

Client must pay the \$250 security deposit and 50% of the rental rate at time of booking. All fees are due in full 30 days before the event. If the event is booked less than 30 days before the event, then the security deposit and rental fee is due in full at time of booking.

**10. NATURAL DISASTER/SEVERE INCLEMENT WEATHER**

In the event of severely inclement weather that renders The Resort to be unsuitable for the Event (as determined by Edgewater), 80%(eighty percent) of the amount paid can be applied to a future Event date. If Client should elect not to re-book, no refund will be provided. Clients are encouraged to purchase event insurance to offset this risk.

**11. LATE AND REJECTED PAYMENT FEES**

- a. Late Payments: Client will be charged a late fee of 20% of the rental rate for overdue invoices. If the Rental Fee is not paid in full at least fourteen (14) business days prior to the Event, The Resort reserves the right to cancel the Event without refund.
- b. Returned Check/Declined Credit Card: In the event that any check is returned by the financial institution, or a credit card is declined, Client must arrange for alternate payment within forty-eight (48) hours of notification and will be responsible for all fees incurred.

**12. PHOTOGRAPHS**

- a. Photos taken by Photographers/Guests – The Resort encourages Client/Client vendors and Client guests to take photos during the Event. We hope that Clients will share these pictures so they can be used for promotional purposes.
- b. Photos taken by The Resort Staff - The resort staff may take photographs at the Event and reserves the right to use these photos for promotional purposes. It is understood by Client, their guests and vendors that attendance at an Event at The Resort includes permission to use their images in such materials.

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**13. INDEMNIFICATION**

Client shall indemnify, defend and hold harmless The Cottages at Taylorsville Lake, LLC, all cottage owners, and employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/ or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees arising out of or in any way related to the Event, including claims for loss or damage to any property, or for death or injury to any individual.

This indemnity shall survive the termination of this Agreement. Client hereby releases The Resort from any and all liability or responsibility to Client or anyone claiming through or under Client by way of subrogation or otherwise for any loss or damage to equipment or property of Client, Client's guests or vendors covered by any insurance then in force.

**14. DAMAGES**

Client is responsible for any damages to The Overlook Event Center, the Overlook Field, and Resort property that may have been caused by the Client and/or the Client's guests and vendors. Clients are required to adhere to the Event Center Usage Rules (Appendix D) and are required to ensure their guests and vendors honor them as well. The Client is ultimately responsible for any damage incurred. The Client is within his/her rights to seek redress for damage charges caused by Client's guests and vendors. Edgewater Resort will not involve itself in these efforts.

Edgewater Resort reserves the right to make a thorough inspection of the property and identify/assess damages prior to the next scheduled Event or within ten (10) business days of the Event whichever is shorter.

If damage has occurred, The Resort will provide an itemized list to the Client and will withhold that itemized amount from the Damage Deposit. If such damages exceed the Damage Deposit, The Resort will charge the damage amount to the Client's credit card that was held on file for such purpose. Note, staff will make reasonable best efforts to repair damage charging only for labor. Should, however, the damage be extensive, Client will be responsible for replacement costs.

**15. JURISDICTION**

This Agreement falls under the jurisdiction of the state of Kentucky and is therefore subject to Kentucky's laws and regulations.

**THE CLIENT CERTIFIES THAT HE/SHE IS LEGALLY ABLE TO ENTER INTO THIS EVENT CENTER RENTAL AGREEMENT AND THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OUTLINED IN THIS DOCUMENT AND APPENDICES AS WELL AS OTHER REFERENCED DOCUMENTS:**

<b>Client Signature</b>	<b>The Cottages at Taylorsville Lake, LLC Representative Signature / and Title</b>

<b>Name Printed / Date Signed</b>

**Please Make Checks Payable to  
The Cottages at Taylorsville Lake, LLC**

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**Overlook Event Center**  
**Rental Rate (non-cottage guest)**  
(Appendix A)

**Weekdays**

**Monday - Thursday Hourly Rate**

*Scheduled during the 8:00 am to 11:00 pm block*

\$95 for the first 2 hours and \$35 each additional hour

**Monday - Thursday Full Day Rate**

*Scheduled during the 8:00 am to 11:00 pm block*

\$300 for unlimited hours

**Weekends (Friday, Saturday, Sunday) and Holidays**

**Weekend and Holiday Hourly Rate**

*Scheduled during the 8:00 am to 11:00 pm block*

\$150 for the first 2 hours and \$40 each additional hour

**Weekend and Holiday Full Day Rate**

*Scheduled during the 8:00 am to 11:00 pm block*

\$450 for unlimited hours

**Group Entire Weekend**

**Friday 3 pm to Sunday at 12 noon**

*For Weddings, Reunions and Group Events: This popular package allows you to enjoy the weekend at your own pace. Use the space Friday evening for an informal gathering of Family and Friends. On Saturday, decorate and prepare at your leisure and have the event without having to tear down and clean up after the celebration. Come back refreshed on Sunday for breakfast, to gather your things and clean up.*

\$850 for the entire package

## Overlook Event Center

### Rental Rate (Cottage guest during rental)

(Appendix B)

#### Weekdays

##### Monday - Thursday Hourly Rate

*Scheduled during the 8:00 am to 11:00 pm block*  
\$75 for the first 2 hours and \$25 each additional hour

##### Monday - Thursday Full Day Rate

*Scheduled during the 8:00 am to 11:00 pm block*  
\$200 for unlimited hours

#### Weekends (Friday, Saturday, Sunday) and Holidays

##### Weekend and Holiday Hourly Rate

*Scheduled during the 8:00 am to 11:00 pm block*  
\$100 for the first 2 hours and \$35 each additional hour

##### Weekend and Holiday Full Day Rate

*Scheduled during the 8:00 am to 11:00 pm block*  
\$300 for unlimited hours

#### Group Entire Weekend

##### Friday 3 pm to Sunday at 12 noon

*For Weddings, Reunions and Group Events: This popular package allows you to enjoy the weekend at your own pace. Use the space Friday evening for an informal gathering of Family and Friends. On Saturday, decorate and prepare at your leisure and have the event without having to tear down and clean up after the celebration. Come back refreshed on Sunday for breakfast, to gather your things and clean up.*

\$650 for the entire package

\*\*\*\*Note: to get the discounted rate, you must show proof of cottage rental for the same date that you are requesting the event center.

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## **Overlook Event Center**

# **Alcohol Policy**

**(Appendix C)**

Any and all liabilities arising from the consumption of alcoholic beverages or illegal narcotics on the premises are the responsibility of the Client.

**Over 30 Guests: Beer, wine, and mixed drinks MUST be served by a licensed bartender.**

Alcohol service must cease 30 MINUTES before Client's tear-down time begins.

Specific behavior that will not be tolerated at The Resort can include, but are not limited to, the following;

- Fighting
- Destruction of property
- Disrespectful conduct (to other Guests, Vendors or The Resort Staff)
- Allowing minor persons to consume alcohol

At the Resort's sole discretion, we reserve the right to:

- Evict any person(s) engaging in unacceptable activities outlined above, or not complying with the decision of The Resort staff.
- Close the bar and remove all alcoholic beverages from the property.
- Withhold Client's Security Deposit.

All Kentucky State Laws and Federal Laws must be adhered to at all times.  
**ABSOLUTELY NO ALCOHOL SALES PERMITTED.**

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## Overlook Event Center Usage Rules

### (Appendix D)

The following are rules that must be followed by the client, client's guests and vendors. Non-adherence to these rules will lead to fines and /or damages. Guests may also be asked to leave at the discretion of management.

- **POOL:** The Pool is not available for use by the event center guests. Pool usage is for cottage guests only. The cement area outside of the pool is restricted to event center guests from May through October when the pool is open.
- **NO SMOKING:** No smoking is allowed inside the building, including the restroom. Smoking includes E-cigarettes and vaping. There is no smoking within 20 feet of the building entrances. All cigarette and cigar butts left in the grass or parking lot must be picked up. Should evidence of smoking, including lingering smoke smells, be found, Client agrees to a fee of \$50.
- **PARKING:** No parking in non-designated parking areas, such as the grass or on the street. There is extra parking at the resort office, if needed.
- **SOUND RESTRICTIONS:** Music must be kept at a reasonable volume at all times so as not to disturb cottage guests. No music is allowed outside after 8 pm.
- **QUIET HOURS:** Quiet hours for the resort are from 10 pm to 9 am. During this time, guests and vendors cannot make any noise which will be heard outside of the building.
- **DECORATIONS:** Client shall not use fasteners which will damage surfaces or fixtures, including but not limited to thumb tacks, nails, staples, screws, tape fasteners and adhesives. Low tack blue painters' tape and 3M command strips can be used at your own risk. No glitter, confetti, or rice is allowed on the premises.
- **CANDLES:** No open flames are permitted. Only battery powered candles are permitted in the event center.
- **FURNITURE:** Event center tables and chairs are not permitted to be taken outside.
- **OUTSIDE PREMISES:** All tents, bounce houses, etc. must be approved by the resort manager no later than 10 days before the event. Client is responsible for all permits, licenses, and insurance for all structures erected on the lot, and all damages caused to grass, trees, and landscaping. No drilling or attaching of items which penetrate the bark of the trees are permitted.
- **FIREWORKS:** No fireworks are permitted on the resort premises.
- **CONDITION OF PREMISES:** Client shall leave the premises in the same condition as when they arrived, less normal wear and tear.

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- **CLEAN-UP REQUIREMENTS:** Client is responsible for making sure the meeting center and grounds are clean. There is a mop, bucket, broom and extra trash bags on the premises.
  1. Mop up messes as they happen
  2. Clean up all spills and debris
  3. Return all tables and chairs to their original position
  4. Clean up the kitchenette area, if used. Remove your items from the fridge
  5. Flush toilet and pick up all debris in the bathroom. Turn faucets off.
  6. Remove all decorations and other items that were brought
  7. Sweep the floors
  8. Empty all trash cans, including the bathroom, and put the bags in your car. You can drop them at the dumpster on your way out of the resort. The dumpster is located by the main office and basketball hoop area. Boxes placed in the dumpster must be broken down, and balloons must be popped.
  9. Make sure the parking lot and grass area are clean and free of all party debris
  10. Turn off all lights in the building
  11. Make sure all outside doors are closed, latched, and locked.

Aside from normal wear and tear, the meeting center should be left the way that you found it.

If the building and grounds are not cleaned, you will forfeit the security deposit.

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