



Skyline Event Center Venue Rental Agreement

55910 Skyline Drive * Senecaville, Ohio 43780 * Contact: 740-260-1817 *
abbie@skylineseneca.com

This contract defines the terms and conditions under which Skyline Resort LLC dba Skyline Resort, (herein after referred to as Skyline Resort) and

Name(s) _____
(hereafter referred to as the Customer) agree to the Customer's use of the Skyline Resort facilities on Date(s) _____ 20__.

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 Skyline Resort LLC and the Customer.

Customer Information

Name(s): _____

Address: _____

Telephone #: _____

Email Address: _____

Contact Person Name: _____

Proposed Event: _____

Event Date/Time: _____

Approx. Number of guests: _____

Rental Selection/Pricing

Event Center Rental Rate: \$6,000 plus 7.25% sales tax for the rental of the Event Center for wedding reception. This rate does not include set-up, tear down, clean up, which would be an additional fee. This rate does not include Venue rental if the wedding ceremony is being held at a separate Skyline Resort location such as the Hill House.

Hill House Venue Rental: \$700.00 plus 7.25% tax this includes insurance coverage for use as a venue and setup and tear down of Fifty (50) white chairs. Additional white chairs at a cost of \$5.00 per chair. Maximum number of guests the lawn can accommodate is 200. (Optional)

Hill House rental for Friday and Saturday: \$425.00 per night, plus 7.25% sales tax and 3% Noble County Bed Tax total of \$937.12. (Optional)

Venue Selection:

You have selected the following venues for your event at Skyline Resort:

Event Center _____ Lakeside Pavilion _____

Evergreen Gathering Room/Deck _____ Vesper Hill _____

Evergreen First Floor Gathering Room ____N/A____ Other _____

Hill House Ceremony venue _____

Rehearsal Dinner

Rehearsal dinner location and cost _____

Rehearsal dinner Caterer (if applicable) _____

Block of Sleeping Rooms: Resort rooms can be held in the wedding block at a rate of \$150.00 per room, per night, plus 10.25% tax. Block will be held until _____. At that time unreserved rooms will be dropped from the block and placed back into general inventory. All rooms will remain available for booking while quantities last at the rate promised for the group.

The venue(s) described above has been reserved for you for the date and time 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(s), including the behavior of your guests, invitees, agents, or sub-contractors resulting from your use of venue(s).

Rental Deposit and Payment Agreement

The total cost for the use of Skyline Resort as described in this contract is listed above. To reserve services on the date(s) requested, Skyline Resort requires this contract to be signed by the Customer and a non-refundable deposit of fifty percent (50%) of the total rental fee. Payment of the remaining balance of the rental fee is due 90 (NINETY) days in advance of the event. Deposits and payments can be made by check (payable to Skyline Resort LLC) or may be made via Credit/Debit Card (3% Fee) on the schedule noted below. A receipt from Skyline Resort will be provided for each payment. Payment of rental fees is required on the date noted below or the contract may be voided in its entirety.

Payment Schedule

Non-refundable Rental Deposit - 50% Down Date Paid _____

Remaining Balance: _____ Date Due: _____ Date Paid: _____

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

1. Changes: In the unlikely event the Customer is required to change the date of the Event or Wedding, every effort will be made by Skyline Resort 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 and non-transferable are the sole responsibility of the Customer. The Customer further understands that last-minute changes can impact the quality of the event, and that Skyline Resort is not responsible for these compromises in quality.

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

A. In the event a Customer cancels the event more than one year to 6 months prior to the event, Customer shall forfeit to Skyline Resort as liquidated damages a non-refundable deposit which is derived from your initial deposit of fifty percent (50%) of the total rental.

B. In the event a Customer cancels the event less than three (3) months prior to the event, Customer shall forfeit to Skyline Resort as liquidated damages the entire rental fee.

CONDITIONS OF USE

Renter's activities during the Rental Period must be compatible with use of the building/grounds and activities in areas adjacent to the Rental Space and building. 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 buildings. The Rental Space must be cleaned and returned 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 or placed in a dumpster provided on site.

EVENT SET-UP LIMITATIONS

1. All property belonging to the Customer, Customer's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set up and removed on the day of the event. Should the Customer need earlier access for set-up purposes, this can be arranged with Skyline Resort (subject to availability). 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 no later than 11:00am the day following the event.
3. Alcohol service must stop no later than 11:00 PM (or maximum of 5 hours if occurring sooner).
4. Music (DJ or live music) must stop no later than 11:00 PM
5. All guests must be off the Skyline Resort premises no later than midnight on the day of the event (except clean-up crew, with all clean-ups completed and doors locked by 1:00 am). If necessary, clean-up may be performed the morning after the event before 11:00 am. (This must be pre-approved by Skyline Resort based on scheduling).

SITE VENDORS

Caterers: No caterer/vendor may be used that has not been approved by Skyline Resort. Each caterer/vendor chosen should be familiar with the Skyline Resort, rules and regulations. Each approved caterer/vendor will carry the Skyline Resort required liability insurance.

1. If Customer requests an unfamiliar food service company, they must be pre-approved by Skyline Resort and meet their rules and regulations.
2. Your catering company is responsible for the set-up, break-down and clean-up of the catering 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 areas 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 catering companies are solely responsible for proper storage, safe handling and service of all food served by their company.

Self-Catered Events

Skyline Resort does allow for the catering of your own events by friends and family members. However, the customer is completely and solely responsible for the safe storage and handling of all food. Skyline Resort is not responsible nor will be held liable for improper food handling/storage/or service. Chafers, warming oven and double door cooler are available to rent - please inquire as to rates.

Wedding Ceremonies

The customer is responsible for providing ceremony coordinator, officiate, ceremony music and sound system. As well as all set up of ceremony site and tear down. If Skyline resort staff are required to set up and tear down a 25% service fee will be assessed to the final venue rental cost. This cost is assessed to cover staffing.

Wedding Rehearsal

Rehearsals may be held on-site at no additional charge from 5pm -7pm the night preceding the event. (Subject to availability).

Rehearsal Dinner

Rehearsal Dinners are permitted to be held in the Skyline Grill and Pub, Evergreen Gathering room or any other Skyline facility agreed upon by Skyline Resort under separate agreement and at additional charge.

Responsibility and Security

Skyline Resort does not accept any responsibility for damage to or loss of any articles or property left at Skyline Resort prior to, during or after the event. The Customer(s) agrees to be responsible for any damage done to the Skyline Resort Complex by the Customer(s), guests, invitees, employees, or other agents under the Customer(s) control. Further, Skyline Resort 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), 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 Skyline Resort for any such loss, damage, or injury of claims and demands against Skyline Resort for any such loss, damage, or injury of the Customer(s), and hereby agrees to indemnify and hold Skyline Resort free and harmless from all liability of any such loss, damage or injury to her 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 Skyline Resort 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 Skyline Resort. Should the event be cancelled through a Force Majeure event, all fees paid by Customer to Skyline Resort will be returned to Customer within thirty (30) days or Skyline Resort 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 Skyline Resort, its officers, staff and agents working on its behalf, from all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligent 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

Skyline Resort shall carry liability and other insurance in such dollar amount as deemed necessary by Skyline Resort 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 One Million Dollars (\$1,000,000) to protect itself against any claims arising from any officially scheduled activities during the event/program period(s); and to indemnify Skyline Resort which shall be named as an additional insured for the duration of this Contract.

Customers serving alcoholic beverages shall carry liability and other necessary insurance in the amount of no less than One Million Dollars (\$1,000,000) to protect themselves and Skyline Resort/Event Center against any claims arising from any activities during the event period(s); and to indemnify Skyline Resort which shall be named as an additional insured for the duration of this Contract. Proof of insurance must be provided no less than 30 days prior to the scheduled event. Mindy at Shafer Insurance is our preferred vender, she can be reached at 740.255.0517. You are also welcome to use your own preferred provider. The cost is roughly \$300 for the appropriate coverage.

Clean-up

The customer shall be responsible for returning the Venue (and site if applicable) to the condition in which it was provided to them. All property belonging to the 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 Skyline Resort at Skyline Resorts cost. Should the Customer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. Skyline Resort is not responsible for any property left behind by the Customer, Customer's guests, invitees, agents and sub-contractors. The Customer is responsible for all damage to Skyline Resort Venues and surrounding sites. It is the

Customer's responsibility to remove all decorations and return the Venue to the condition in which it was received.

Reservation of Rights

Skyline Resort 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 Skyline Resort as set-forth in this Agreement are in addition to any rights remedies which may be available to Skyline Resort at law or equity.

Jurisdiction

The Parties agree that this Agreement will be governed by the laws of the State of Ohio. The Parties consent to the exclusive jurisdiction of and venue in the Court of Common Pleas of Noble County, Ohio and the parties expressly consent to personal jurisdiction and venue in said Court. Customer agrees to pay reasonable attorney's fees incurred by Skyline Resort associated with any breach of this Agreement.

Alcoholic Beverages

Skyline Resort permits the purchase of Alcoholic Beverages for your event from a third-party providing:

1. Under NO circumstances shall Client(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 the person is accompanied by a parent or guardian.
3. 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.
4. Customer hereby expressly grants to Skyline Resort sole discretion and option, to instruct the security officer(s) to remove any person(s) from the Venue, if in the opinion of the Skyline Resort representative in charge, the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.
5. The Customer hereby agrees to be liable and responsible for all acts and actions of every kind and nature for every person in attendance at the Customer's function or event.

6. Customers serving alcoholic beverages must carry liability and other necessary insurance in the amount of no less than One Million Dollars (\$1,000,000) to protect themselves and Skyline Resort/Event Center against any claims arising from any activities during the event period(s); and to indemnify Skyline Resort which shall be named as an additional insured for the duration of this Contract. Proof of insurance must be provided no less than 30 days prior to the scheduled event. Mindy at Shafer Insurance is our preferred vender, she can be reached at (740) 255-0517. The cost is roughly \$300 for the appropriate coverage.

Beer and wine for your event must be purchased/ordered from Skyline Event Center. All orders must be placed no less than 30 days prior to the scheduled event.

Included with your rental

Up to 30 round tables, 300 white chairs, (10) 8-foot rectangle tables, (2) 6-foot rectangle tables, (2) 6-foot serpentine tables, (2) 5-foot round and event space are provided as part of the Skyline Resort rental agreement, unless noted otherwise. Table Coverings, Linens, and/or Skirting are not included as part of any rental but may be rented for an additional fee. Cocktail tables, Bartender(s), Serving Staff and other enhancements may be added at additional cost.

Event Reservation Process

Rental contract must be signed as well as appropriate deposits submitted to confirm utilization of a Skyline Resort Venue.

Skyline Event Center Venue Rental Rules and Conditions

CANDLES: The use of any type of open flame is prohibited in all buildings and throughout the site. Only battery operated “flameless candles” may be permitted for use.

CHILDREN: Children under the age of 18 are your complete and total responsibility. Please know where your children are at all times and make certain that they clearly understand The Rules (children under the age of 18 are not permitted near the lake unsupervised at ANY time).

CONTACT PERSON: You must designate one individual as your Contact Person. This should 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 arise. (When questions arise, do not designate any member of your bridal party, photographer, caterer, florist, or musician as your liaison).

COURTESY PROTOCOL: Skyline Resort 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 / DELIVERY TRUCKS: There is a size limit to the height and length of vehicles entering the complex due to the damage inflicted to our trees. Please coordinate limits with us. We will need to know the delivery dates and times of all rentals, so we can meet them and show 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 poster tape or painters’ tape may be used to affix decorations and/or signs. Any other decor, signage, electrical configurations, or construction must be pre-approved by Skyline Resort. The only adhesive material allowed on the walls is poster tape or painters 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.

Decorations may not be affixed to any light fixtures. All decorations must be removed without causing damage directly following the departure of the last guest unless special arrangements have been made between the Customer(s) and the venue. Please

do not disturb plants, rocks, trees, or other natural habitats. 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.

Note - The use of birdseed, bubbles and real flowers are permitted outside for wedding and reception farewells. Synthetic flower petals and rice are not permitted outside exits.

Confetti, glitter, fog machines, pyrotechnics, sparklers are not permitted inside.

ALL DECORATIONS MUST BE APPROVED BY SKYLINE RESORT.

EVENT ENDING TIME: All events must end by 11:00 PM to comply with Township/County sound ordinances and to allow for clean-up and closure of the site by 1:00 AM.

GARBAGE DISPOSAL: Trash disposal, other than the garbage disposal of items generated by the caterer, is your responsibility. Immediately following the event, 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. This trash may be placed into the Skyline Resort dumpsters.

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

HANDICAP ACCOMMODATIONS: We provide level-designated parking, ramped walkways throughout the property along with suitable restroom facilities. Motorized and transport chairs can easily navigate the grounds.

MUSIC AND ENTERTAINMENT: Due to the proximity of the Skyline Resort to the local neighborhood/campground, sound considerations are a concern. Although music (both live and recorded) is permitted, the music must be contained at an acceptable sound level so as not to disturb the local surrounding area. The Skyline Resort event staff will help to establish acceptable sound levels. Any complaints from neighbors or other parties may require the levels to be reduced further. Skyline Resort reserves the right to require Customer(s) to cease any music it deems inappropriate, in its sole discretion. Skyline Resort also reserves the right to require the Customer(s) to lower the sound level or cease playing music, in its sole discretion.

Note: Although we are situated on 200+ acres, we are keenly aware that sound travels and do, therefore, make every attempt to be considerate of our neighbors' privacy.

PARKING: Parking is available at the designated areas throughout the complex (gravel and grass areas).

PETS: For the comfort of guests with allergies pets are strictly prohibited on the property. If accommodation must be made for trained, certified Therapy/Service or ESA animals, documentation in the form of a validation letter must be provided by a licensed mental health professional or physician. Documentation must contain the professional's contact information as well as license number, date it was issued, and signature.

PHOTOGRAPHY: There are multiple outdoor areas at Skyline Resort that may be utilized for event photography. Each event will have coordinated times for photography to avoid overlapping with other scheduled events. We also reserve the right to use any photographs or other media reproductions of an event in publicity and advertising materials.

REFRIGERATOR / FREEZER SPACE: Each venue has at a minimum, a standard residential refrigerator for that venue's use. Each venue is also provided with a minimum of one chest cooler at the Bar Serving Area. Each event is responsible for providing their own ice (there is not a commercial ice maker on site). It is recommended to bring your beverages to the venue already chilled the day of the event. Caterers are expected to make their own food/beverage accommodations. Bagged ice is available for purchase at the Skyline General Store.

RENTAL SPACE CHANGES: Any contents or furniture movement must be pre-approved by Skyline Resort. It is the Customers responsibility to restore all areas to their original appearance. Placements of tables, tents, live music, catering equipment, etc., must also be approved by the Skyline Resort planning staff.

SIGNAGE: You may post your groups sign or hang balloons at the front entrance on Skyline Drive/574, but please do NOT attach anything to or cover up our entrance sign, or nail or screw anything to the trees.

SMOKING: The Skyline Resort buildings are all non-smoking. Ash-buckets will be provided, and smoking permitted in designated areas only.

CATERING: The catering service areas in each of the venues are not intended to be used as a kitchen for meal preparation.

SPEED LIMIT: The speed limit on the Skyline Resort complex is 5 mph and is strictly enforced for the safety of your guests.

TABLES AND CHAIRS: Skyline Resort is providing tables and chairs as part of our rental package, unless noted otherwise. We have 300 chairs with (30) 72-inch round tables as well as (10) 8-foot rectangle tables, (2) 6-foot rectangles and one serpentine. The earliest booking date for a particular day, if multiple events are happening, has the first right of selection regarding table types. Venue/space will be provided only the maximum number of chairs based on the approved occupancies. As additional inventory is added it will be made available to Customer(s) for their use.

TOILETS: Each venue has adequate toilets for their occupancy except the Outdoor Pavilion, Port-o- John rental may be permitted at the expense of the customer with prior authorization by Skyline Resort. The Main building housing the Skyline Pub and Grill has public restrooms or guests can arrange to use sleeping rooms designated as a restroom during their event in the Lodge Building.

WEATHER: Since most of our venues are booked for events months in advance, please be advised that if you book outdoor space and fail to reserve back-up indoor space, indoor space may not be available in the event of inclement weather. Should there be inclement weather on your reserved day, we will approve your last-minute rental of tents, canopies or heaters, provided they are setup at an acceptable location.

WEDDING REHEARSAL: ALL rehearsals are planned for the evening prior to event (unless a different date is approved).

LOGISTICAL PLANS: The Skyline Resort planning team must review and approve all proposed logistical plans for the use of the premises a minimum of thirty (30) days prior to an event.

WEDDING POLICY AND GUIDELINES AGREEMENT

I have read and understand the policies concerning events held at the Skyline Resort. I agree to uphold them and ensure that contractors and members of the event party, will abide by the policies. I understand it is my responsibility to inform the coordinator, florist, photographers, etc., that they must also conform to this set of guidelines.

(Customer) (Date)

(Customer) (Date)

Skyline Resort By: _____ For Skyline Resort LLC
(Date)

Skyline Event Center Venue Rental Summary

Contact: Abbie Lyons Ph: 740-260-1817 Email: abbie@skylineseneca.com

55910 Skyline Drive Senecaville, Ohio 43780

Event Name: _____

Contact Name: _____

Phone #: _____

Event Location: _____ Date: _____

Number of Anticipated Attendees: _____

Rehearsal Location (If Applicable): _____ Date: _____

Number of Anticipated Attendees: _____

Reception Location (If Applicable): _____ Date: _____

Number Attending: _____

Set up/Tear Down: _____

Caterer: _____ Contact #: _____

DJ/Band: _____ Contact#: _____

Alcohol Provided By: _____ Insurance #: _____

Lodging:

Evergreen: _____ # of Rooms: _____ Date(s): _____

Lodge: _____ # of Rooms: _____ Date(s): _____

Duplex(es): _____ # of Rooms: _____ Date(s): _____

Hill House: _____ Date(s): _____

(Customer) (Date)

(Customer) (Date)

Skyline Resort By: _____ For Skyline Resort LLC
(Date)

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