

Site Rental Agreement  
Livingston Weddings at Oak Hill LLC    EVENT DATE: \_\_\_\_\_  
RENTER NAMES: \_\_\_\_\_

Date 1<sup>st</sup> Deposit Rec'd:  
Date 2<sup>nd</sup> Deposit Rec'd: due 6 mos before event:  
Date RV Nuccio Insurance received: due 6 mos before event:  
Date Vendor Certificates of Insurance Rec'd: due 3 weeks prior to event:  
Date Copy of NYS Liquor License of SERVING Party Rec'd: due 3 weeks prior:  
Event Timeline and approx. Headcount Rec'd: due 3 weeks prior:

Terms and Conditions:

The Oak Hill site at 184 Oak Hill Road, Hudson, is available for rental for a daily rental fee of \$8,000. A rehearsal dinner evening the night before or next morning brunch is an additional \$4,000 for each event.

A \$4000 NON-REFUNDABLE deposit is required to secure a date, with the remaining balance due six months prior to the event. A final headcount is required three weeks prior to the event. We require payment via check payable to Livingston Weddings at Oak Hill LLC mailed to 3 Anchorage Lane, Marblehead, MA 01945. Good value must be received on the check through final bank clearing for the date to be reserved. Checks with insufficient funds or returned checks will automatically release the reserved date. This deposit is NON-REFUNDABLE, even if the site is rebooked for your date in case of cancellation. Both first deposit and final payments are NON-REFUNDABLE as we block the date for you. There are no exceptions.

By signing this agreement, the renter(s) will be renting the Oak Hill on Hudson site for the designated date until 10:30PM on that date. The town bylaws require that the event end at 10:30PM, so all music must end at that time at the latest, as well as closing any food or beverage service. Guests are required to leave the property at that time. After parties are available in Hudson and Catskill, but not at Oak Hill.

Parking is permitted on the property in the areas designated for this. All driving and parking is at the guests' own risk. We remind you that drinking and driving is a risk and should be avoided and monitored by the renting party and the licensed party serving alcohol. A NYState liquor permit from the caterer is REQUIRED for the day.

Renters may use a caterer from our approved list and the caterer must provide evidence or insurance, and name these three parties as additional insureds on their rider for the day: Livingston Weddings at Oak Hill LLC, Oak Hill Property Management LLC and Susan Clark Livingston, Manager. All other vendors should likewise have these three parties listed on their insurance riders. The catering company will obtain the liquor permit for the day from NYState and a special application must be made. We must receive the license for serving liquor three weeks before the event under town law. The selected catering company will work out of the catering tent behind the beam barn, which should be 30

feet from the wooden structure by fire code. . Other tents are allowed in designated areas approved by the town for an additional fee of \$500 due to wear and tear on the property.

Bottled water must be provided by the catering company. Caterers must guarantee that they will remove all trash as well as food the same evening as we are a rural location. Equipment may be removed the following morning. Livingston Weddings at Oak Hill LLC shall have no responsibility or liability whatsoever for the vendors chosen by the wedding party. A full list of all vendors providing services will be provided to Livingston Weddings three weeks before the event, along with certificates of insurance and a timeline.

NO SMOKING is allowed in the barn or carriage house. No candles, firepits, fireworks, lanterns or open flames of any kind are allowed on the property. No amplified music is allowed outdoors by town law.

The wedding party signing below hereby agrees that they and their vendors will abide by the guidelines and policies of the management of Livingston Weddings at Oak Hill LLC and Oak Hill Property Management. They also agree to comply with all local and state laws. Parking, tent placements, restroom trailers, dumpsters or other items must be placed in designated areas in the site guidelines.

**Insurance:**

Every site rental is required to purchase a liability insurance policy from RV Nuccio & Co. [www.rvnuccio.com/wedding-insurance.html](http://www.rvnuccio.com/wedding-insurance.html) in the amount of \$2mm liability coverage, with Susan C. Livingston, Livingston Weddings at Oak Hill LLC, and Oak Hill Property Management LLC listed as additional insureds. This is not event insurance alone, but liability insurance. Evidence of such insurance must be received six months prior to the event along with the second deposit or the date will be forfeited. Please call the insurance company if you need guidance, as they have been providing this insurance for ever a decade.

All events held at Oak Hill are entirely at the renters' and their guests' risk. The owners, heirs and associates of Oak Hill Property Management LLC or of Livingston Weddings at Oak Hill LLC shall not be held liable for any actions, inactions, for the condition of the grounds, the condition of the physical plant and equipment, during the event. The renter recognizes that events may include alcohol and car parking as well as driving and these expose them to heightened event risk. This is entirely at the renter's own risk. The renter and caterer are responsible for ensuring that there is reasonable control over alcohol consumption, that no underage drinking will be allowed and understands this is not the responsibility of Livingston Weddings at Oak Hill LLC. The property is rented as is, and if Livingston Weddings at Oak Hill LLC has to cancel your event due to unforeseen circumstances, a full refund will be made to the renters at the time of cancellation. As a country estate, the renter understands that conditions may include rainy or muddy grounds. We are not responsible for electrical or plumbing failures.

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All traffic, both for the event, and for vendors must use Oak Hill Road, rather than Chapel Road. DO NOT USE CHAPEL ROAD even if the GPS directs people that way.

The wedding party must inform all vendors to enter the property using Oak Hill Road. The invitation must indicate these traffic directions, to turn onto Oak Hill Road off of Route 9G and advise vendors and guests NOT to use Chapel Road by town order.

The Town of Livingston requires us to provide three weeks prior to the wedding:

- A copy of the \$2mm liability policy purchased from RVNuccio as above
- A copy of the liability policy of all vendors, listing us as additional insureds
- A copy of the NY State liquor license of the party SERVING alcohol, which must be the caterer
- A final headcount including all waitstaff and vendors on premises and a timeline

These must be provided to Livingston Weddings at Oak Hill LLC three weeks before the wedding to enable us to comply with the town law. If these are not supplied, the town may not allow the event to take place. Livingston Weddings at Oak Hill LLC will under no circumstances be held responsible for a cancelled event due to the wedding party failing to meet state and local legal requirements.

This contract shall be governed by New York law and all disputes must be resolved through mediation. The renter signs away all rights to sue in a court of law or pursue the owners legally with this contract, other than through mediation. All events are subject to local town law and New York State laws and regulations.

Renter signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Name of Renters:

Mailing Address:

Emails:

Phone and Cell Phones:

Name of Wedding Planner (if any): \_\_\_\_\_

Contact details of planner:

Susan C. Livingston, President: [SCLFLAME@comcast.net](mailto:SCLFLAME@comcast.net), 617-306-4621

Livingston Weddings at Oak Hill LLC

3 Anchorage Lane, Marblehead, MA 01945