



Wedding Contract

Prepared by

Lisa Maola

Wednesday, October 22, 2025



Event: Toby Everett and Tiffany Akre Wedding (sometimes also described herein as the "Event")
Contact: Tiffany Akre (sometimes also described herein as "Group" or "you" or "your" or "Party")
Telephone: (713) 408-1265
Email: td.akre@gmail.com
Address: 15803 River Roads Dr
Houston Texas, 77079

Dear Tiffany & Toby,

We are delighted to hear that you have chosen **Gurney's Montauk Resort and Seawater Spa** (sometimes also described herein as "Hotel" or "Gurney's" or "Party"¹) to host your Wedding! If you agree with the schedule of events, timings, locations and terms and conditions, please return a signed copy of the contract and initial deposit by **October 27, 2025**. Please note that your event is not confirmed until we have receipt of a signed contract and have received a deposit.

Warmest regards,

Lisa Maola, Director of Sales
lisa.maola@gurneysresorts.com

¹ The term "Parties" as sometimes used herein refers collectively to both the Group and Hotel.





Event Space:

Date	Start Time	End Time	Function	Room	Room Rental
2026-10-24	7:00 AM	4:00 PM	Reception Setup	Top Deck (tented)	
2026-10-24	7:00 AM	11:45 PM	Bride's Ready Room	Bridal Suite	
2026-10-24	11:00 AM	4:00 PM	Ceremony Setup	Spa Deck	
2026-10-24	1:00 PM	5:30 PM	Cocktail Hour Setup	The Dune Lounge	
2026-10-24	1:00 PM	9:30 PM	Weather Backup	The Great Hall	
2026-10-24	5:30 PM	6:00 PM	Ceremony	Spa Deck	7500
2026-10-24	6:00 PM	7:00 PM	Cocktail Hour	The Dune Lounge	
2026-10-24	7:00 PM	11:00 PM	Reception	Top Deck (tented)	10000
2026-10-24	11:00 PM	1:00 AM	After Party	The Dune Lounge	

Rate Information

- Food & Beverage is subject to an *Administrative Fee* of 23%
- Food, Beverage, Administrative Fee & Room Rental are subject to a *State Sales Tax* of 8.75%

Administrative Fee

A twenty-three percent (23%) administration fee and applicable state tax will be added to all food and beverage charges. Administrative Fee is for coordination and planning of the event. This charge is not a tip or gratuity, and it is not paid to the service staff; rather, it is retained by the Hotel.

Wedding Planner

Our Hotel team's main focus will be executing a flawless event in tandem with all hotel, food, and beverage operations. Our goal is providing you a remarkable event with memories to last a lifetime. All weddings at Gurney's Montauk Resort & Seawater Spa require the use of a professional wedding planner, contracted at least 30 days prior to the event date and who will be onsite for the days of the events. The planner's responsibilities will include all other details associated with your event outside the scope of the Hotel's team. Should you need a suggestion for a planner, please let us know and we will share with you our very best recommendations.

Banquet Event Orders

Event details (setup, food and beverage selections, preliminary counts, audiovisual needs, etc) are due to your Catering or Conference Services Manager 30 days prior to the event date.

Guaranteed Numbers

A final confirmation (guarantee) of your anticipated number of guests is required by 12:00pm (noon) seven (7) business days prior to your banquet function, and this guarantee may not be reduced. Should the client not notify Gurney's of a guaranteed number, Gurney's will utilize the expected (set) number as the final guarantee. The function will be billed based on the expected/set number or the actual attendance, whichever is greater. For plated meals with a pre-set course, the function will be billed based on the expected/set number or the actual attendance, whichever is greater.

Saturday, October 24, 2026 - \$425 per person

Guaranteed Guest Count -65

Wedding Food and Beverage Minimum - \$27,625

After Party Food and Beverage Minimum - \$4,000

All Packages Include:

Cocktail hour with 6 passed hors d'oeuvres and 2 stations: Cheese & Crudite

Four-hour reception, plated appetizer, choice of 2 entrees and 1 Silent Vegetarian, and plated dessert (optional)





Five-hour Deluxe Open Bar
Bridal Suite from 8am until midnight
Dedicated Bridal Coordinator
A Deluxe Oceanfront King guestroom for your Wedding Night

Linen	White floor length tablecloths White napkins
Ceremony	White folding chairs, (2) speakers and (1) microphone
Reception	Tables (rounds only, 60" and 72"), white folding chairs or banquet chairs, glassware, flatware, china, bars, dance floor

For safety, a dancefloor is mandatory in the Spa Tent. Gurneys will provide a brown 20x24 dancefloor. If a wedding chooses to use a different dancefloor, it must be rented as a separate expense.

Vendor Meals - \$75.00 ++ per person
Children's Meals - 4-12 years of age \$75.00++ per child

Outside Food and Beverage Clause

Client acknowledges that Gurney's Montauk Resort & Seawater Spa maintains exclusive rights to provide all food and beverage services on property. As such, no outside food or beverage may be brought onto the premises for any event, meeting, or group function without the express written consent of the Hotel.

In the event the Client requests to engage an outside food or beverage vendor:

- The Hotel must first confirm in writing that it cannot reasonably provide the specific item or service being requested.
- If approval is granted, an outside vendor fee will be assessed and added to the final invoice.
- Client must obtain prior written approval from the Hotel before engaging or contracting with any external food or beverage vendor.
- All approved outside vendors must meet the Hotel's current Certificate of Insurance (COI) requirements, including but not limited to general liability and workers' compensation coverage, and must provide the COI at least 14 days prior to the event date.

Failure to comply with this policy may result in the denial of outside vendor access and/or cancellation of the event without refund.

Delivery and Removal of Rental Items

All Third-party rental items, including but not limited to tables, chairs, floral arrangements, décor, lighting, or other equipment, may only be delivered on the day of the scheduled event. All such items must be removed from the premises no later than the conclusion of the event on the same day. The Venue will not store, hold, or take responsibility for any rental items left overnight. Any items remaining after the end of the event will be considered abandoned and may be disposed of at the Client's expense.

Outdoor Music Restrictions

Top Deck & Spa Deck 11:00pm cutoff
Beach – 10:00 PM cutoff

Complimentary Guestroom

Included in your package is a Deluxe Oceanfront guestroom for your Wedding night.

The following guestroom has been reserved:

Date: Saturday, 10/24/2026
Room type: Deluxe Oceanfront King
Check in: from 4pm onwards (Early check in is not guaranteed unless previous night purchased)
Guarantee: Upon check in, a credit card will be requested for incidentals

Event Cancellation





Group agrees and acknowledges that should it cancel this Agreement for any reason whatsoever, that the Hotel will sustain and suffer monetary damages. Group also agrees and acknowledges that the closer in time to the date of the Event that a cancellation occurs by the Group, the less likely it is that the Hotel will be able to replace any or all your business in connection with the Event with comparable business for those dates (including, without limitation renting rooms, meeting room and/venue rooms, special requests, food and beverage obligations, etc.). Therefore, the Group agrees and acknowledges that it will pay to Hotel a percentage of the total reasonably anticipated revenues in connection with the dates scheduled for your Event based upon the percentages set forth in the chart below. The Group agrees and acknowledges that it will be difficult for the Hotel to ascertain the actual damages resulting from a cancellation, and that the percentages set forth in the below chart are intended to constitute an estimate of damages that would be sustained by the Hotel in the event of a cancellation. The Group also agree that the percentages set forth in the below chart are fair and reasonable in light of the anticipated harm sustained to the Hotel caused by a cancellation, and do not (under any circumstances whatsoever) constitute a penalty. Also, Group agrees and acknowledges that the percentages set forth in the below chart bear a reasonable proportion of the probable loss and the amount of the actual loss is incapable or difficult of precise estimation. The Hotel will not consider notice of cancellation valid until payment of the cancellation damages is received, in full. In addition, any advance payments held by the Hotel are non-refundable and will be applied toward the percentage owed due as a result of cancellation.

The below mentioned cancellation & deposit regulation apply unless stated otherwise in the Group and Event Agreement.

Cancellation Received, days before arrival	Cancellation % Charges
After signature and initial deposit received	25% of the contracted event
Between 6 months and 91 days prior to the arrival date	50% of the contracted event
Between 90 and 31 days prior to the arrival date	75% of the contracted event
30 days or less, prior to the arrival date	100% of the contracted event

Billing and Deposits

Payment Method for Wedding and Social Events, only one credit card payment will be accepted.

Final payment must be made by either cash, personal check, bank certified check or bank wire transfer. 30 days prior to event and cleared 10 days prior to the date of the Event.

The deposits and payments outlined in the table below are due as indicated. The deposits and payments will be applied to your master account in the form of credits.

Deposit Schedule, to be received no later than the dates outlined below	%
Upon signing of the contract	25%
8 months prior to your event date	25%
4 months prior to your event date	25%
1 month prior to your event date	25%

(see invoice for exact payments; An additional deposit may be required prior to arrival based on actual guest count, food options and signed BEO's)

HOTEL POLICIES

Logo, The Group shall not use the Hotel's name, trademark, or any other proprietary designation belonging to the Hotel, or an affiliate, parent or subsidiary of the Hotel in the Group's advertising or promotional material without prior written consent from the Hotel.

Room Drops, we are delighted to assist with room drops for guests the following fees apply:

- \$5.00 per in room welcome bag drop
- \$5.00 per in room delivery
- \$2.50 per in room envelope

Shipping Items | Packages

All items being shipped to the resort will be accepted 48 hours prior to the first arrival. Items will be accepted during the following hours only:





- Monday – Friday, 8:00am - 4:00pm
- Saturday - 8am - midday
- Sunday, no packages accepted
- Any items delivered outside of this timeframe on the nominated day will be refused delivery.

Shipping Label

All items must be labeled with as follows:

- Goods Receiving
- Conference & Events, 'on site contact' 'event name'
- Gurney's Montauk Resort & Seawater Spa, 290 Old Montauk Highway, Montauk, 11954 NY

TERMS & CONDITIONS

Force Majeure

Neither Party shall be responsible to the other Party for failure to perform under this Agreement when and to the extent such failure is solely caused by or results from an act of God, shortage of commodities or supplies to be furnished by the Hotel, action by a governmental authority, breakout of infectious disease or pandemic or other public health emergency, acts or omissions of governmental authorities, suspension or curtailment of travel (including air travel or public transportation) in the city where the Hotel is located or vicinity or in the city where at least 75% of the Group is traveling from or vicinity, and strikes, lockouts, or other industrial disturbances, acts of public enemy, breakout of war in the United States, acts of terrorism in the city where the Hotel is located or vicinity or in the city where at least 75% of the Group is traveling from or vicinity, as well as blockades, riots, civil disturbances, epidemics, and natural disasters (specifically, floods, hurricanes, tornadoes, fire, explosions) in the city where the Hotel is located or vicinity or in the city where at least 75% of the Group is traveling from or vicinity, all of which are beyond the reasonable control of the Parties (a "Force Majeure Event") makes it illegal or economically unfeasible for the Hotel to hold the Event on the date(s) scheduled or for at least 75% of the Group to attend the Event on the date(s) scheduled. If a Force Majeure Event occurs, which (i) makes it illegal or economically unfeasible for the Hotel to hold the event on the date(s) scheduled, or (ii) makes it illegal, against public health advice, or restricted by governmental authority for at least 75% of the Group to attend the Event on the date(s) scheduled, then the Party claiming a Force Majeure Event must promptly provide written notice to the other Party of the claimed Force Majeure Event. After putting the other Party on formal written notice of a claimed Force Majeure Event, either Party may seek to suspend this Agreement, and any amounts paid to the Hotel under this Agreement shall be used as a credit for a future event at the Hotel, which shall take place on a mutually agreed upon and available date(s), and may be subject to potential increase in cost for the Event based upon the rescheduled date(s), and such rescheduling must take place within one (1) year following the cessation of the claimed Force Majeure Event, otherwise if such Event does not take place within one (1) year following the cessation of the claimed Force Majeure Event, then Hotel may retain, at its sole discretion, any monies already paid to Gurney's in connection with the Event. Each Party reserves the right to reject a Party's assertion of a Force Majeure Event, and said rejection must be in writing, and tendered to other Party within twenty (20) days following receipt of a Party's written notice of a claimed Force Majeure Event by sending notice pursuant to the Notice provision herein. If a Party does not timely reject a claimed Force Majeure Event, then it is mutually agreed that this provision goes into effect. It is also agreed and acknowledged by Group that claiming a Force Majeure Event will not be a basis or ground to cancel the Event, but merely a basis to suspend and reschedule same to a mutually agreed upon and available date(s), and any such cancellation remains subject to the Cancellation provision herein.

Indemnification

To the fullest extent permitted by law, each Party shall defend, protect, indemnify, hold harmless, and save the other, including the indemnified Party's officers, managers, shareholders, directors, members, shareholders, employees, representatives, agents, parent company, partners, subsidiaries, and any other related or affiliated entities (collectively, the "Indemnified Parties"), from and against any and all claims, costs, expenses, judgments, causes of action, losses, Injury, liability or damages to persons or property, governmental charges or fines and costs and expenses (including, but not limited to, attorneys' fees) (collectively, "Claim(s)") in any way arising out of or relating to or in connection with the Event which is the subject of this Agreement, excluding anything directly related to or caused by or arising out of the gross negligence or wilful misconduct of the Indemnified Party or any person under their direct and exclusive control.

Insurance





The Hotel agrees to carry insurance coverage for any liabilities arising out of or resulting from its obligations pursuant to this Agreement in accordance with reasonable industry standards as the Hotel understands them to be. Group agrees and acknowledges that all of its vendors, contractors or service providers that you hire for your Event, shall obtain and keep in force, during the term that each respective vendor, contractor or service provider and/or its agents shall be on the premises and/or have its equipment, supplies or other materials on the premises for your Event, policies of General Liability insurance, specifically referring to and including the Contractual Liability referred to in the indemnification paragraph above, Premises-Operations, Broad Form Property Damage, and Personal and Injury Liability with limits not less than \$1,000,000.00 per occurrence, and, if applicable, Worker's Compensation insurance to statutory limits, Employer's Liability insurance with limits not less than \$1,000,000.00 per occurrence, and to the extent applicable, Automobile Liability insurance covering all owned, non-owned and hired vehicles with limits not less than \$1,000,000.00 per occurrence. Moreover, your vendors, contractors, or service providers shall not maintain or carry any insurance policy that contains an "Action Over" exclusion or any other similar exclusion that otherwise limits an employer's liability for actions, conduct, or omissions undertaken by an employee. Your vendors', contractors' or service providers' insurance policies shall all name the Hotel, and each of the Indemnified Parties defined above in each such policy as additional insureds thereunder on a primary and non-contributory basis vis-à-vis any similar insurance carried by the Hotel. You agree to deliver to the Hotel or have your vendors, contractors or service providers deliver to the Hotel, at least seven (7) days prior to your Event copies of certificates of insurance and endorsements for each policy required by the Hotel, and a copy of each such policy. All policies of insurance will be with insurance companies rated by A. M. Best Company as an A VIII or better and shall be authorized to do business in the jurisdiction where the Hotel is located or otherwise acceptable to the Hotel. You agree to instruct such vendors, contractors or service providers that their failure to provide such insurance coverage on a timely basis, will be deemed sufficient cause for them to be barred from entering the Premises for the Event, and should your vendors, contractors, or service providers fail to procure the requisite or otherwise satisfactory insurance or fail to provide sufficient proof of insurance, then Group shall remain solely responsible and liable in all respects for any and all shortcomings or deficiencies in this regard. The Group shall have written contracts with its vendors, contractors or service providers specifying that such vendors, contractors, and service providers and the Group will indemnify, defend, and hold the Hotel harmless from any and all damages or liabilities which may arise out of such vendors, contractors, or service providers' or activities or due to their use of or presence on the Hotel in connection with the Event.

MISCELLANEOUS PROVISIONS

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements.

MODIFICATION: This Agreement may be modified only by a writing signed by both Parties.

SEVERABILITY: If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, the balance of this Agreement shall nevertheless continue in full force and effect unaffected by such holding or determination. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.

VENUE AND LAW: This Agreement shall be governed by the laws of the State of New York, and without reference to the choice of law principles thereof, and any action commenced arising out of or in connection with or related to any term(s) in this Agreement shall be commenced in any court of competent jurisdiction in New York County, New York State.

ASSIGNMENT: This Agreement may not be assigned by Group without the prior written consent of Hotel. Group may not assign any benefits arising under or associated in any way with this Agreement without prior consent of Hotel.

RIGHT TO COUNSEL: The Parties each acknowledge that they had the opportunity to retain counsel to review this Agreement, and the Parties further acknowledge that they have read this Agreement in its entirety.

NO RELIANCE: Each Party represents and warrants that no statement or representation made by another Party, except as specifically recited in this Agreement, has influenced, induced, or otherwise caused said Party to enter into this Agreement, or was relied upon in





entering into this Agreement.

GROUP'S GUESTS: The Group, and not Hotel, shall be solely responsible and liable for all acts, conduct, or omission undertaken by the Group, or its guests, during the Event that may result in or otherwise give rise to any potential liability to the Hotel, including, but not limited to personal injuries, property damage, or otherwise.

HEADERS: The headers used herein are for convenience only.

NOTICE: Any notice in regard to this Agreement must be given to the other Party by email, and FedEx Overnight delivery to the following addresses:

If to Hotel: Lisa Maola, 290 Old Montauk Highway, Montauk, NY 11954, AND lisa.maola@gurneysresorts.com

If to Group: Tiffany Akre, 15803 River Roads Dr, Houston , Texas, 77079, AND td.akre@gmail.com

AUTHORITY: The undersigned are duly authorized to enter into this Agreement.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same instrument. Facsimile or other electronically transmitted signatures on this Agreement shall have the same binding force and effect as original signatures.

ACCEPTANCE AND OPTION DATE

This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the hotel by **October 27, 2025**. After this date, if we are not in receipt of a signed Agreement, we reserve the right to release the guestroom block and event spaces being held for you.

We look forward to working with you and to providing a memorable event!

Tiffany Akre		Gurney's Montauk & Seawater Spa	
Name:	Toby Everett	Name:	Lisa Maola
Title:		Title:	Director of Sales
Date:	10 / 22 / 2025	Date:	10 / 24 / 2025
Signature:	<i>Toby Everett</i>	Signature:	<i>Lisa Maola</i>



Title	Contract
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Document ID	70003ac352af1ce1560b4bebe9088ac025938f76
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested on www.canarytechnologies.com and signed on www.canarytechnologies.com

Document History



10 / 22 / 2025
20:08:34 UTC

Sent for signature to Tiffany Akre
(masked-630a0151-14a3-414e-aba7-c92ccb63004a@canarytechnologies.com) and Lisa Maola
(masked-08c67093-9e45-4e6a-8ae2-874d6e15ad82@canarytechnologies.com) from
masked-1feefec9-41b2-4441-a7ff-886a5bcc1826@canarytechnologies.com
IP: 108.41.209.68



10 / 22 / 2025
20:46:21 UTC

Viewed by Tiffany Akre
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IP: 165.225.216.81



10 / 22 / 2025
20:59:01 UTC

Signed by Tiffany Akre
(masked-630a0151-14a3-414e-aba7-c92ccb63004a@canarytechnologies.com)
IP: 165.225.216.81

Title	Contract
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Audit trail date format	MM / DD / YYYY
Status	● Signed

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Document History



10 / 24 / 2025
13:40:27 UTC

Viewed by Lisa Maola
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IP: 69.112.179.61



10 / 24 / 2025
13:40:55 UTC

Signed by Lisa Maola
(masked-08c67093-9e45-4e6a-8ae2-874d6e15ad82@canarytechnologies.com)
IP: 69.112.179.61



10 / 24 / 2025
13:40:55 UTC

The document has been completed.