

ASHRAE OE GOLF COMMITTEE MEETING AGENDA

Golf Tournament 2024: Tustin Ranch Country Club, October 3, 2024.

July 30, 2024; Teams Meeting 12:00 PM [Noon]

Event Reference	Continuing Business Description	Action Items (AI) / [STATUS]
Ref: 050824 – 1 st meeting agenda	 Subject: The tournament will be held 10/3/24 at Tustin Ranch CC. Chris is the new Tournament director (in training) supporting Jeff closely for 2024, taking reins for 2025. The ASHRAE OE Golf committee consists of the following members:	Historical Information only
Ref: 052224- Liquor Service	 Subject: Revised liquor serving plan for Sponsors Will TR have enough resources to serve properly and verify pricing? Past sponsors: We need to explain the new layout and pricing and get commitments. Update from JH: JH Sent inquiry to Air Treatment, Rheem, Sigler, Victaulic, etc. We need to get a copy of the current insurance rider for the chapter. Likely not an issue as since the risk is transferred to TR. Note that the policy letter indicates supplement insurance is available for golf events. History: Insurance plan for chapter is uploaded on Basecamp. https://3.basecamp.com/3106353/p/gAEwtLMr6tzuWVa8yFhc2dyw/vault/73839 17666 Not much information is on this insurance letter, and it is several years old. Table Insurance as a separate item. Basic option: everything on the course is provided by TR – we just pay for it all. In the past, purchased beverage services from a sponsor; this sponsor will pay and order beverages, but TR will serve. TR has 4 bar tenders, 2 in carts, 2 else wares [6 holes max]. SB is looking for more help to hopefully expand offering to more holes. JC – we should have a liaison the effort with holes sponsors. JH will be liaison. 	AI-052224-JH to get verification from TR on service capacity. [In Progress] AI-052224-JH will be reaching out to past sponsors. [In Progress]

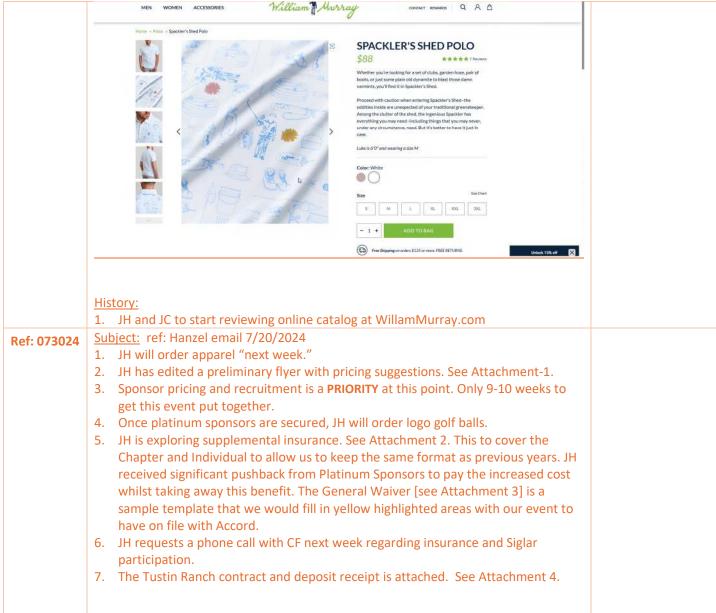
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	5. When do we need to have this arrangement finalized? Needs to support flyer scheduled 05/22. Now considering pushing to 6/3.	
	6. \$3500-5000 if TRCC provides bartenders.	
	7. 160 golfers for 2 beverage carts is an issue. 4 carts would be better.	
Ref:	Subject: Sponsorship pricing	052224-JH to run
052224-	1. We need to discuss and decide to lock in new sponsorship pricing, capture on	scenarios and
Sponsor	flyer, and send out before the end of May (target 5/22). JH to lead discussion.	email results to
pricing	2. We may need to delay flyer publish release until 6/3 to make sure we have	committee for
change	alignment with sponsors and TR on logistic support.	feedback. [In
Change	3. Discussion on various methods to preserve the \$30k net profit target. JH to run a	Progress]
	couple of scenarios and share with Committee. There will need to be some	riogiessj
	estimating as the beverage service (catered by TR) will simplify logistics, but we	
	do not have a past event to compare as the bartenders and drinks will be	
	provided by TR.	
	4. JH proposed that the Chapter pick up the drink tab for the platinum sponsors as	
	some of this will be covered by additional fees.	
	History:	
	5. JH sent out flyer template:	
	https://3.basecamp.com/3106353/p/gAEwtLMr6tzuWVa8yFhc2dyw/vault/73839	
	<u>58914</u>	
	6. The flyer needs to be sent out before the end of May; Target 5/22. May need to	
	be delayed until 6/3.	
	7. We need to figure out sponsor pricing ASAP.	
	a. JH Sent inquiry to Air Treatment, Rheem, Sigler, Victaulic,	
	8. Platinum; Gold, Siver. Last year's pricing: \$6k, \$3.5k, \$2k	
Ref:	Subject: Women's clothing for sale	050824 WA - EY &
050824-	Update on WA selection.	JC. [In Progress]
Womens	 JH is sending information on what was ordered last year to EY and JC. 	
Apparel	Currently, EY and JC are not happy with the selection available but will review	
(WA)	past orders and try to select.	
	Emily and Jessica to start reviewing online catalog at WillamMurray.com	
Ref:	Subject: Men's clothing for sale	052224 MA - JH. &
052224-	Update on MA selection.	JC. [In Progress]
Mens	JH selected and sent it to JC for confirmation.	
Apparel	 Decision made 5/22/24: see below shirt. 	
(MA)		

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New/Future Business and Meeting Information

Description:

1. The next scheduled Meeting is planned for: Thursday May 30th. 4 pm at the end of year installation dinner meeting.

<u>Text Legend:</u> Bold black text is for the latest information / Assignments / Status

Orange text indicates Agenda publishing.

Blue text indicates Minutes publishing.

Al reference code: 102222 = October 22, 2022 [typical].

Incomplete or in-progress AI are highlighted.

Distribution List: *Attending

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Chris Mellen [CM]*	Cinthya Carrillo [CC]	
Jeffrey Hanzel [JH]*	Chris Farrington [CF]	
Anthony Zanotti [AH]*	Ryan Sibley [RS]	
Jessica Clark [JC]*	Eric Decker [ED]	
Yang, Emily [EY]*	Brian Sybesma [BS]	
Jeff Conrad [JC]*	James Mansfield [JM]	
David Lawson [DL]	Chris Farrington [CF]	
John Sawyer [JS]		

List of Attachments

- 1. ASHRAE OE Golf 2024 Flyer (Template)
- 2. Application Special Events Amateur Sports (002)
- 3. General Waiver-ASHRAE
- 4. Countersigned Contract & Initial Deposit_192

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Attachment-1 ASHRAE OE - Golf 2024 Flyer (Template)



ASHRAE GOLE

THURSDAY, OCTOBER 03, 2024





Tustin Ranch Golf Club 12442 Tustin Ranch Rd Tustin, CA 92782

10:00 am: Check In 12:00 pm: Shotgun Tee-Off

Scramble Format

Lunch and Dinner Will be Provided

TEM, Western Allied, DMG/Toro-Aire

ISAT, DB Sales, NSWC, ACCO, Daikin, Vertical Systems, R.F. MacDonald, Enervex, Trane., Samsung, PCI, RSD, Sunbelt Controls, Climatec Silver Sponsors:

2024 SPONSORSHIP OPPORTUNITIES

Platinum Sponsor \$		Tee Sign Sponsor	\$500	
Four Foursomes* Four Tee Signs		Drink Cart Sponsor	\$600	
2 Pin Flags Golf Balls with Company Logo On Course Booth** (limited qnty. available)		Drinks provided on the course with Tustin Ranc Club cart servers, courtesy of your company in your company's signage displayed on the cart!		
Gold Sponsor	\$	Hole-In-One Sponsor	\$500	
Two Foursomes* Two Tee Signs 2 Pin Flags		Pre-Registration Bloody Mary Bar Sponsor	\$800	
Silver Sponsor	\$	Long Drive Sponsor	\$500	
One Foursome* One Tee Signs		Putting Contest Sponsor	\$500	
On Course Booth** (limited qnty. available)	\$750	Par 3 Closest to the Pin Contest Sponsor	\$500	

*Foursome includes green fees, cart, unlimited range balls, valet bag service, lunch, and dinner.

**On Course Booth allows sponsor to give away marketing materials as well as beverages & snacks.

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Attachment-2 Application - Special Events Amateur Sports (002)



One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004

AMATEUR SPORTS SPECIAL EVENT SUPPLEMENTAL APPLICATION

SUBMISSION REQUIREMENTS

- Currently valued insurance company loss runs for the current policy period plus three (3) prior years (for accounts where premium exceeds \$5,000.)
- Copy of rental agreement or contract to rent or use venue
- · Copy of waiver of liability used

ACCOUNT INFORMATION				
Applicant Name: Address:				
Web Site; www.				
Contact Person (Billing): Phone: Contact Person (Loss Control): Phone:				
Contact Person (Loss Control): Phone:				
Effective Dates Requested: Event Gross Revenues: \$				
Months of Operation:				
For Profit Non Profit Individual Partnership Corporation Association Other:				
Years this entity in business: Years experience of this owner:				
 Has the Applicant had any claims filed against it in the last four (4) years? Yes No If yes, provide details: 				
2. Description of event / sport:				
3. Date(s):				
Times:				
(Attach brochure and course map if applicable) Total Number of athletic participants: Number of athletic participants per day:				
Total Number of atmetic participants. Number of spectators: Number of spectators per day:				
Total Number of volunteers: Participant age range: Number of volunteers per day:				
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4.	Will invited / professiona	al athletes be particip	eating?	Yes	No No
5.	Revenue generated:	Entry fees Admission fees Food sales Merchandise	\$		
6.	Does the Applicant carry If yes, what limits? \$	/ Accident & Health	coverage?	Yes	■ No
7.	Is alcohol being served? If yes, by whom? What controls are in place		ge drinking or over-consumption?	☐ Yes	□ No
8.	Name of Venue: Address of Venue: Seating capacity:				
	Estimated total attendan Seating type: (permaner Number of exhibitors:	nce: nt grandstands, temp	porary bleachers)		
9.	Who is providing securit (If private firm, they mu Describe the safeguards	ust have insurance	and name the Applicant as an Ado	litional Ins	ured)
10.	Is the event limited to ve If no, who provides traffi Describe first aid / medio	c control?		Yes	□ No
10.	If no, who provides traffi	c control?cal arrangements:		Yes Yes Yes Yes	No No No No No
	Swimming: Are certificates received Is the applicant required If yes, are you required	c control?	es of insurance to any other entity? s additional insured? olders and additional insureds along	Yes Yes	No No
11.	If no, who provides traffice Describe first aid / medice D	c control?	s additional insured?	☐ Yes ☐ Yes ☐ Yes ☐ Yes	No No No No

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FRAUD NOTICE STATEMENTS

NOTICE TO APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES."

NOTICE TO ALASKA RESIDENTS APPLICANTS: "A PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE AN INSURANCE COMPANY FILES A CLAIM CONTAINING FALSE, INCOMPLETE OR MISLEADING INFORMATION MAY BE PROSECUTED UNDER STATE LAW."

NOTICE TO ARKANSAS RESIDENT APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

NOTICE TO ARIZONA RESIDENTS APPLICANTS: "FOR YOUR PROTECTION ARIZONA LAW REQUIRES THE FOLLOWING STATEMENT TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES."

NOTICE TO COLORADO RESIDENTS APPLICANTS: "IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES."

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: "WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT."

NOTICE TO FLORIDA RESIDENTS APPLICANTS: "ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE."

NOTICE TO KENTUCKY APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY "MATERIALLY" FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME."

NOTICE TO LOUISIANA RESIDENTS APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

NOTICE TO MAINE RESIDENTS APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS."

RESIDENTS OF MARYLAND APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

RESIDENTS OF MINNESOTA APPLICANTS: "ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST ANY INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD."

RESIDENTS OF NEW JERSEY APPLICANTS: "ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES."

RESIDENTS OF NEW MEXICO APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES."

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RESIDENTS OF NEW YORK APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION."

RESIDENTS OF OHIO APPLICANTS: "ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST ANY INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD."

RESIDENTS OF OKLAHOMA APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY."

RESIDENTS OF OREGON APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD AN INSURER: (1) BY SUBMITTING AN APPLICATION, OR (2) BY FILING A CLAIM CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT, MAY BE VIOLATING STATE LAW."

RESIDENTS OF PENNSYLVANIA APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES."

RESIDENTS OF TENNESSEE APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS."

RESIDENTS OF TEXAS APPLICANTS: IF A LIFE, HEALTH AND ACCIDENT INSURER PROVIDES A CLAIM FORM FOR A PERSON TO USE TO MAKE A CLAIM, THAT FORM MUST CONTAIN THE FOLLOWING STATEMENT OR A SUBSTANTIALLY SIMILAR STATEMENT: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON."

RESIDENTS OF VIRGINIA APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS."

RESIDENTS OF WASHINGTON APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSES OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS."

RESIDENTS OF WEST VIRGINIA APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

Date
Date

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Attachment-3 General Waiver-ASHRAE

ASSUMPTION OF RISK, RELEASE OF LIABILITY & WAIVER OF CLAIMS ASHRAE INC

BY SIGNING THIS DOCUMENT, YOU ASSUME CERTAIN RISKS, AND WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE ASHRAE INC., PROPERTY OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS. PLEASE READ THE FOLLOWING CAREFULLY.

In consideration of being allowed to participate in any way in ASHRAE'S Tour of the Roof, the undersigned acknowledges, appreciates and agrees that:

ASSUMPTION OF RISK: I understand and accept that participating in the tour of the facility's roof has inherent risks, which can result in serious injury or death.

I KNOWINGLEY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARRIVING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation, and I willingly agree to comply with the stated and customary terms and conditions for participation. If I have any concern in my readiness for participation and/or in the tour itself, I will remove myself from participation and bring such to the attention of ASHRAE staff immediately.

RELEASE AND WAIVER OF CLAIMS: In consideration of my participation in the San Diego Chapter of ASHRAE's annual fishing trip, I hereby agree as follows:

- 1. I hereby waive any and all claims that I have or may have in the future against ASHRAE, property owners or their predecessors, successors or assigns due to my participation San Diego Chapter of ASHRAE's annual fishing trip.
- 2. I hereby release ASHRAE, Inc and the San Diego Chapter of ASHRAE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the tour, due to any cause whatsoever, including negligence or breach of contract on the part of ASHRAE, Inc and the San Diego Chapter of ASHRAE or its predecessors, successors, assigns, agents and property owner.
- 3. I, for myself and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all of the above Releasees from any and all liabilities incident to my involvement or participation in these programs. EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent of the law.

BINDING EFFECT OF AGREEMENT: This agreement shall be effective and binding upon my heirs, next of kin, assigns, executors, administrators, and personal representative.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT OF MY OWN FREE WILL. I AGREE TO ASSUME FULL RESPONSIBILITY FOR ALL INJURIES AND MEDICAL EXPENSES INCURED WHILE PARTICIPATING IN ASHRAE'S TOUR OF THE ROOF.

Last Name	First Name	-			
Address	City	State	Zip	Phone	email
Signature of Participa	nt/Releasor				
Witness					

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Attachment-4 Countersigned Contract & Initial Deposit_192

Event Contract #: 13132-4



GOLF EVENT CONFIRMATION AGREEMENT

Date	Time	Location	Function	#	Minimum
Thu, 10/03/2024	10:00am- 12:00pm	Green Side Patio	Registration w/ Lunch	144	
Thu, 10/03/2024	12:00pm- 5:00pm	Golf Course	Golf	144	
Thu, 10/03/2024	5:00pm- 8:00pm	Augusta Room / Broadmoor room / Green Side Patio	Dinner	144	\$4,000.00

The state of the s			M: (714) 235-3511
Primary Contact	Address	Email Address	Téléphoné

Tournament Format:	Shot Gun	
Guest Count: Minimum # of Golfers Required:	144 One Hundred-Twenty Eight (128)	
	*Guaranteed Guest Count is due Fourteen (14) days prior to event	

Deposit Due Date	Amount	Description
05/01/2024	\$2,000.00	Deposit 1
09/19/2024	\$0.00	Final player count, food & beverage count, and details due. May not decrease player or food and beverage count, change the menu, or remove items with monetary value after this date.
09/23/2024	\$0.00	Final payment for entire event due based on Banquet Event Order (BEO). Must meet 128 player minimum and \$4,000 food & beverage minimum plus service charge & tax. All hosted day of hosted bar tabs/overages must be paid at the conclusion of the event.

Thu, 10/03/2024	Golf = 12:00pm = Golf Course	Qty	Price	Total
	Golf - Full Shotgun Menu Package Price	144	\$125.00	\$18,000.00
Includes the Following	GREEN FEE 16-55 players - consecutive tee times / 4somes (Ex. 5:00am, 5:10am, 5:20am) 56-127 players - modified shotgun / A & B group (course not private) 128+ players - (private course)			
	GOLF CART INCLUDED - 2 carts per 4some - Must be 18 years of age to drive a golf cart			

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Thu, 10/03/2024	Golf - 12:00pm - Golf Course	Qty	Price	Total
-	Golf - Full Shotgun			
	PRACTICE RANGE BALLS INCLUDED			,
	COURSE MODIFICATIONS - Fees apply - Pin placement - Marking of the course - Replacement of course identifiers			
	NO OUTSDIE FOOD/SNACKS, SOFT BEVERAGE OR ALCHOL ALLOWED ON PROPERTY without speaking with your consultant 30 days prior to the event - Fees/waivers/licenses apply for all donated/outside food & beverage - Valid for registration and/or golf course ONLY - TRGC must provide 1 meal - Outside/donated food & alcohol must be provided by licensed vendor - 501(c)(3) non-profit partners require ABC daily license for donated alcohol, & must submit invoice of \$0.00 and list of items from distributor - ABC requirements subject to change without notice - It is the responsibility of the non-profit to fill out the correct forms and comply with ABC and Tustin Ranch Golf Club requirements - 16-55 players not eligible - 56-71 players are eligible for 1 hole - 72 or more players are eligible for 2 holes - 128 or more players are eligible for 4 holes or whole			
	course - Client to provide all items needed to serve guests: volunteer/server/refill/restock, product, cups/plates/bowls, utensils, serving dishes, coolers, ice, all items - All food & beverage must arrive day of - TRGC does not cool, heat or store food & beverage in refrigerators and/or walk-ins and kitchen and			
	serving items not available DONATED ALCOHOL FEE PER PLAYER - \$10 plus tax if 5+ holes and/or whole course has ABC daily license - \$5 plus tax if only 4 holes or less have ABC daily license - Based on final player count	144	\$10.00	\$1,440.00
	DONATED SOFT BEVERAGE & FOOD FEE PER PLAYER - \$10 plus tax - \$5 plus tax if only food OR only soft beverage is donated/brought in - Based on final player count			
	ACTIVATION HOLES (any hole with a sponsor/volunteer/witness sitting on the tee box during the round of golf) - \$100 plus tax each additional activation hole - TRGC offers 3 complimentary activation holes (load on/off course, 1 table w/ linen & 2 chairs) - Golf carts NOT available to those at activation holes - TRGC is not responsible for lost, damaged or stolen items - Activation holes are responsible for set up and clean up of all items	5	\$100.00	\$500.00

OE ASHRAE Golf Classic/#13132-4 – Tournament Agreement Page 2 of 5

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Thu, 10/03/2024	Golf - 12:00pm - Golf Course	Qty	Price	Total	
	Golf - Full Shotgun	٠			
	- Activation holes are to provide their own shade/pop up and all other items needed to manage/host/serve activities on each hole - All pop ups/umbrellas must be secured to the ground w/ stakes (stakes, no more then 10 inches long) or weights - Based on final activation count				
	Client to provide volunteers/staff to refili/restock all activation holes				

TERMS AND CONDITIONS

Reserving Your Golf Outing Date / Deposits and Final Payment

Your Golf Outing Date will be reserved when we receive a signed copy of this Agreement and your Initial Deposit. If we do not receive a signed copy of this Agreement with your Initial Deposit and scheduled payments (regardless of when such deposits were paid and in what amounts) by the Due Dates your reservation may be cancelled without further notice and we will be relieved of all further obligations for the Golf Outing. The Initial Deposit and any Payments are non-refundable and may be paid by cash, credit card, corporate or cashier's check and must be received upon execution of this agreement. Your Final Payment must be received 10 days prior to event, the same day your Guaranteed Guest Count is due. Your Final Payment is the amount equal to the Price per Guest times the Guaranteed Guest Count, plus estimated service charges and tax, less the Initial Deposit.

You are obligated for and guarantee payment of all charges. All day of charges and balances must be settled on the Golf Outing Date. Payment for day of charges are due when presented to you and will be based on the greater of the Guaranteed Guest Count or actual number of participants, and may also include service charges, breakage, other services or merchandise purchased on the Golf Outing Date, cash bar and applicable taxes. If for any reason the final account of charges and payment is not made immediately following the conclusion of the event, you agree that the final payment may be charged to the credit card on file, and you agree not to dispute such charge.

Golf Participants

The final number of Guests that will participate in the Golf Outing (the "Guaranteed Guest Count") is due 10 days prior to event. If your group's final player count falls below the initial contracted required minimum player count, the course reserves the right to remove tee times from the reservation from the beginning or the end of the tee time block. Copies of the pairing sheet and/or the number of golf club rental sets you will require are due 3 days prior to your event. We require a minimum One Hundred-Twenty Eight (128) participants to be considered a tournament and if your final player count falls below the minimum you are responsible for paying for the minimum amount. For a full shotgun format, a requirement of One Hundred Twenty Eight (128) participants is required. The golf course may remain open for member/public play.

Cancellations

IF THERE IS A CANCELLATION LESS THAN One Hundred Twenty (120) Days PRIOR TO YOUR TOURNAMENT, YOU WILL BE REQUIRED TO PAY A CANCELLATION FEE IN AN AMOUNT EQUAL TO THE CONTRACT AMOUNT, INCLUDING FOOD & BEVERAGE MINIMUMS LESS ANY DEPOSITS ALREADY RECEIVED BY US.

General Rules and Conditions

Please communicate the following rules and conditions to your participants:

- Only two riders and two bags per golf cart. All participants must observe the safety rules printed in the
 cart, and must drive prudently as course conditions allow.
- Each participant must have a set of clubs and may rent clubs from the Golf Shop.
- Participants are to keep up with group in front of them.
- Participants are required to adhere to the Dress Code. Please ask the golf course representative for a copy. We are a "soft spike" property.
- Children under the age of 7 are not allowed on the golf course at any time.

Food and Beverage / Course Arrangements

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Our Food and Beverage department will provide you with catering services for your golf event. A Banquet Event Order (BEO) will be sent to you that will confirm food and beverage requirements and the agenda for your event. You will promptly notify us if you want us to make any changes to the BEO. Menu pricing can be guaranteed 90 days prior to the event. Menu selections must be confirmed with our Food and Beverage Department. We reserve the right to change the location of meals, beverage set ups and award ceremonies depending upon the Guaranteed Guest Count. All food and beverage prices are subject to applicable service charge. You are responsible for the payment of all state sales tax incurred in connection with your event. The Service Charge is an amount which is paid directly to the Club. The Club uses the proceeds to pay competitive wages to our staff, to attract and retain excellent staff members. However, the Service Charge is not paid directly to any particular staff member or members who provide service to you at your Event. If you wish to add a separate gratuity to your bill for your server or servers, in addition to the service charge, you are welcome to do so..

All food and beverage consumed on site must be purchased from us. Food or beverages must be consumed during the times specified for your event and may not be removed from our property. We do not permit the service of alcoholic beverages to anyone who is under the age of 21, or who we determine is intoxicated. Only our employees may prepare and serve food and beverages, including alcohol.

Proper Conduct / Indemnity

We do not guarantee the security of personal property, and you and each person using the facilities is required to take precautions against theft and to properly secure all articles of personal property. You agree that we are not responsible or liable for articles damaged, lost or stolen in or about the facilities. You are responsible for the proper conduct and attire of all participants, use and care of the golf course, clubhouse facilities, equipment and golf carts. You are also responsible for any injuries to people, or damage to property, equipment and golf carts caused by the participants of your event. You agree to promptly pay for all injuries to people and damage to property upon presentation of the charges. You agree to indemnify, defend and hold harmless us, our partners, employees, agents, officers, directors, affiliates and independent contractors from and against any and all damages, losses, claims, costs, actions, liabilities, injuries, suits or allegations (collectively, "claims"), in whole or in part arising directly or indirectly from (i) your actions or the actions of any participant or guest of your event, or any of your employees or agents, or (ii) any breach of this Agreement by you, except to the extent such claims are caused by our sole gross negligence or willful misconduct. Except as stated in the preceding sentence, neither of us is liable to the other for any incidental, consequential, indirect, special, or punitive damages. We reserve the right to remove anyone from our property who engages in disruptive, violent, profane, intoxicated or abusive behavior. If you wish to procure liability insurance for your event, you may contact our corporate office through the Event Director / Manager to request information about insurance programs offered by independent service providers that may be available for your event

Inclement Weather

Frost, fog, rain or other inclement weather may cause a delay to the start of your event. If playing conditions require cancellation of the event by us, the event will be rescheduled at the first available date that is mutually convenient. A mutually convenient date must be booked within thirty (30) days of the original event date. If we determine that a "rain-out" has occurred after the start of your event, our General Manager based on the number of holes played will make an equitable adjustment.

Force Majeure

Notwithstanding anything to the contrary contained in this agreement, if for any reason beyond our reasonable control, including but not limited to strikes, lockouts, labor disputes, acts, regulations, orders of government authorities, civil disorder, disasters, acts of war, rebellion, riots, acts of terrorism, civil unrest, epidemics, quarantine, public health restrictions, public health advisories, acts of God, fires, earthquakes, storms, flood, power outages, emergency conditions, casualty, or any delay in necessary and essential repairs of our facilities, we are unable to perform our obligations under this agreement, such non-performance is excused and you will have the option of receiving a full refund of your deposit or rescheduling your event on the first available date that is mutually convenient and acceptable for both parties. In no event shall we be liable for consequential damages of any nature for any reason whatsoever.

ARBITRATION:

If a dispute arises as to the enforceability or breach of any term of this agreement, then you and we agree to submit the dispute to binding and final arbitration under the rules of the American Arbitration Association. All arbitration proceedings must be held in the county where our property is located. The prevailing party in the arbitration is entitled to recover in the arbitration its costs and expenses, including, but not limited to, reasonable attorney fees.

The terms "you," "your" and "yours" refer to , Jeff Hanzel and the individual signing this agreement on behalf of OE ASHRAE Golf Classic. The terms "we," "us" and "our" refer to Tustin Ranch Golf Club. We may perform our obligations under this agreement through agents or subcontractors of our choosing. The terms "your guests" refer to your guests and other people you invite or allow to attend your event. A signed copy of this agreement must be sent to us on or before 05/01/2024. If you do not send us the signed agreement prior to this date, then this agreement will be null and void and of no further force and effect.

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Please sign where indicated below. If signing electronically, you consent and agree that your use of a key board, key paid, mouse and/or other device to enter text or to perform a similar action constitutes your electronic signature, which is the legally binding equivalent to your handwritten signature. You further acknowledge and agree that the taking of any such actions by you evidences your intent to sign this agreement and your agreement and acknowledgment to all of the terms and conditions herein. You also agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract. By signing this agreement, you acknowledge that you have read, understood and accept the Electronic Signature Disclosure and Consent statement above and that you will not, at any time in the future, repudiate the meaning of your electronic signature or claim that your electronic signature is not legally binding. You further acknowledge and agree to use electronic records for this transaction. After submitting your electronic signature, a copy of this signed agreement will be emailed to you for your records. Thank you once again for choosing Tustin Ranch Golf Club and we look forward to hosting your event.

Thank you for choosing Tustin Ranch Golf Club and we look forward to hosting your event.

Sarah Balderas

Jeff Hanzel

OE ASHRAE Golf Classic

** Electronically Signed by Jeffrey Hanzel on 04/29/2024 **

The person signing above signs individually and on behalf of

Tournament Sales Director Tustin Ranch Golf Club

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Tustin Ranch Golf Club 12442 Tustin Ranch Rd. Tustin, CA 92782 (714) 730-1611

Golf Shop

04/29/2024

1:35:14 PM

Employee: 05 Sarah Z Date: 04/26/2024 Z Number: 12 Ticket: 252153

***	******	PUE	RCHASE	*******
Qt	y Description		_	Total
1	TOURNAMENT DEN Item #ZG15MV(131324	2000.00

2000.00 Subtotal Amount

PayAcct Type: Check 1169 2000.00

Tournament Deposit #131324 has a balance of 2000.00

Customer Copy

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