

**GOLF EVENT CONFIRMATION AGREEMENT**

<b>OE ASHRAE Golf Classic</b>					
<b>Date</b>	<b>Time</b>	<b>Location</b>	<b>Function</b>	<b>#</b>	<b>Minimum</b>
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

<b>Primary Contact</b>	<b>Address</b>	<b>Email Address</b>	<b>Telephone</b>
Jeff Hanzel	2312 Park Avenue #407 Tustin, CA 92782	jhanzel@esubk-svca.com	M: (714) 235-3511

<b>Additional Golf Event Information:</b>	
Tournament Format:	Shot Gun
Guest Count:	144
Minimum # of Golfers Required:	One Hundred-Twenty Eight (128)
*Guaranteed Guest Count is due Fourteen (14) days prior to event	

<b>Deposit Due Date</b>	<b>Amount</b>	<b>Description</b>
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.

<b>Thu, 10/03/2024</b>	<b>Golf - 12:00pm - Golf Course</b>	<b>Qty</b>	<b>Price</b>	<b>Total</b>
	<b>Golf - Full Shotgun Menu Package Price</b>	144	\$125.00	\$18,000.00
<b>Includes the Following</b>	<b>GREEN FEE</b> 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) <b>GOLF CART INCLUDED - 2 carts per 4some</b> - Must be 18 years of age to drive a golf cart			



Thu, 10/03/2024	Golf - 12:00pm - Golf Course	Qty	Price	Total
	<p align="center"><b>Golf - Full Shotgun</b></p> <ul style="list-style-type: none"> <li>- Activation holes are to provide their own shade/pop up and all other items needed to manage/host/serve activities on each hole</li> <li>- All pop ups/umbrellas must be secured to the ground w/ stakes (stakes, no more then 10 inches long) or weights</li> <li>- Based on final activation count</li> </ul> <p>Client to provide volunteers/staff to refill/restock all activation holes</p>			

**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**

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.

Please sign where indicated below. If signing electronically, you consent and agree that your use of a key board, key pad, 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.

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Sarah Balderas

Jeff Hanzel



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Tournament Sales Director  
Tustin Ranch Golf Club

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

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The person signing above signs individually and on behalf of  
OE ASHRAE Golf Classic

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

\*\*\*\*\* PURCHASE \*\*\*\*\*  
Qty Description Total

1 TOURNAMENT DEPOS 131324 2000.00  
Item #ZG15MV000

Subtotal 2000.00  
Amount 2000.00

PayAcct Type: Check 2000.00  
1169

Tournament Deposit #131324 has a balance  
of 2000.00

\*\*Customer Copy\*\*