



GOLF EVENT CONFIRMATION AGREEMENT

ASHRAE				
Date	Time	Location	Function	#
Thu, 10/17/19	10:00am-11:45am	Payne Stewart Pavillion	Breakfast	144
Thu, 10/17/19	11:00am-12:00pm	Payne Stewart Pavillion	Lunch	144
Thu, 10/17/19	12:00pm-5:30pm	Golf Course	Golf	144
Thu, 10/17/19	5:30pm-8:00pm	Vista Falls Pointe	Dinner	144

Primary Contact	Email Address	Telephone
Jeff Hanzel	jhanzel@esubk-svca.com	W: (714) 235-3511

Additional Golf Event Information:	
Tournament Format:	Shot Gun
Guest Count:	144
Minimum # of Golfers Required:	One Hundred-Twenty Eight (128)
*Guaranteed Guest Count is due Seven (7) days prior to event	

Deposit Due Date	Amount	Description
12/07/2018	\$1,500.00	Deposit 1
10/07/2019	\$13,264.00	Deposit 2

Thu, 10/17/19	Lunch - 11:00am - Payne Stewart Pavillion	Qty	Price	Total
	BBQ Lunch Menu Package Price Includes a hot dog, hamburger, bag of chips	144	\$10.00	\$1,440.00

Thu, 10/17/19	Golf - 12:00pm - Golf Course	Qty	Price	Total
	Full Shotgun Menu Package Price	1	\$8,500.00	\$8,500.00
Package includes	Registration Table w/Chairs Green Fees Cart Fees Practice Range Fees Balls Staged Carts w/ Cart Signs Contest Markers Foursome Raffle Gift Certificate Private Patio or Room Post Golf - Menu - TBD Podium & Mic w/ Awards Tables			

Thu, 10/17/19	Dinner - 5:30pm - Vista Falls Pointe	Qty	Price	Total
	Taste of the Southwest Buffet Menu Package Price	144	\$33.50	\$4,824.00
Buffet Service	Corn Bread with Honey Butter Classic Caesar Salad Red Potato Salad Barbequed Breast of Chicken Char Broiled Tri-Tip with Au Jus Macaroni & Cheddar Corn on the Cob and Baked Beans Assorted Cookies and Double Fudge Brownies			

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 event" charges and balances must be settled on the Golf Outing Date. Payment for "day of event" 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 Thirty (30) 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 service charge and state tax if applicable.

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.

Personal Property / 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 will make an equitable adjustment based upon the number of holes played.

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 ASHRAE. The terms "**we**," "**us**" and "**our**" refer to Coyote Hills Golf Course. 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 01/26/2018. 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 Coyote Hills Golf Course and we look forward to hosting your event.

Sincerely,

Mike Hallowell

Jeff Hanzel

Signature: [Click or tap here to enter text.](#)

Date: [Click or tap to enter a date.](#)

Tournament Director
Coyote Hills Golf Course

The person signing above signs individually and on
behalf of ASHRAE

CREDIT CARD AUTHORIZATION

JeffHanzel

Thursday, October 17, 2019
Contract #: 128982-1

By providing the credit card authorization below, I/we, as the cardholder(s), hereby authorize American Golf Corporation dba **Coyote Hills Golf Course** (the "Course") to charge my/our credit card indicated below to pay any of the required deposits, payments, charges or other fees associated with my/our event to be held at the Course pursuant to that certain Private Event Confirmation Agreement between me/us and the Course to which this credit card authorization form is attached (collectively, "Event Payments").

I/We further agree that the authority granted herein shall remain in full force and effect unless and until the Course has received thirty (30) days' written notice from me/us of its revocation. I/We agree to maintain a major current credit card on file with the Course at all times until after the conclusion of my/our event at the Course. I/We understand if any amounts are rejected by the credit card company, I/We must immediately make payment to the Course and that failure to do so may result in (i) the cancellation of my/our event pursuant to the terms of the Private Event Confirmation Agreement; or (ii) the assessment of a late charge.

I/We hereby authorize the Course to submit my/our Event Payments to my/our credit card(s) indicated below. This authorization shall remain in effect until revoked in writing and delivered to the Course.

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.

Check which type of credit card:

MasterCard

Visa

American Express

Cardholder Name:

Credit Card Number:

Expiration Date:

Three Digit Code:

Billing Address:

City:

State: Zip:

Signature:

Date: