

GOLF EVENT AGREEMENT



Jason Randall

Today's Date: 01/11/2019

Contact Person:

Telephone:

Email: jason@emprestiza.com

Reference:	2019 Midstream Classic DFW
Event Date(s):	March 25, 2019
Course:	Masters
Start Time:	09:00am
Format:	
Course:	Champs
Start Time:	09:00am
Format:	
Minimum Number of Guaranteed Players:	155
Estimated Number of Players:	288
Flat Fee Total:	\$17,000.00 plus taxes
Minimum Number of Food & Beverage Guests:	155
Estimated Number of Food & Beverage Guests:	288
Estimated Price Per Food & Beverage Guest:	\$31.25 plus service charges and taxes
Minimum Food & Beverage:	\$3,500.00 plus service charges and taxes
Estimated Food & Beverage:	\$9,000.00 plus service charges and taxes
Room Fee:	\$0.00
Rooms:	MAIN CLUBHOUSE: Ballroom, MAIN CLUBHOUSE: Garden Terrace, MAIN CLUBHOUSE: Main Dining Room, Firepit, Breezeway, MAIN CLUBHOUSE: Ballroom, MAIN CLUBHOUSE: Garden Terrace, MAIN CLUBHOUSE: Main Dining Room, Member Building Sidewalk Along Golf Parking Lot, MAIN CLUBHOUSE: Ballroom, MAIN CLUBHOUSE: Garden Terrace, MAIN CLUBHOUSE: Main Dining Room
Total Estimated Cost:	\$27,350.00 plus service charges and taxes
<i>Prices expire if the Agreement is not returned with Deposit by: 01/11/2018</i>	
<i>Agreement is not binding until signed by the Club (defined below).</i>	

This Golf Event Agreement (this "Agreement") is between Brookhaven Country Club, Inc. ("Club"), located at 3333 GOLFING GREEN DRIVE, DALLAS, TX, 75234-3798 and Jason Randall ("Member/Client").

Member/Client has requested that Club reserve a portion of Club's facilities for a golf event (the "Event"). Member/Client has selected the arrangement summarized above, which will be more specifically

Initial: _____

described on Exhibit "A" to be attached hereto (the "Banquet Event Order"). Member/Client understands and agrees that the following are express terms and conditions applicable to the Event:

RETURN OF CONTRACT AND DEPOSIT: If the above information meets with your approval, please sign and return this contract with a **nonrefundable** deposit of \$6,279.63 to be applied to the total cost of your Event. Your Event will not be reserved until the Club receives the deposit and this contract signed by an authorized representative of Member/Client.

PAYMENT SCHEDULE: No later than 60 days prior to the Event, Member/Client will pay an additional deposit equal to 50% of the total estimated cost for the Event set forth above (the "Estimated Cost"). The remaining 50%, less the nonrefundable deposit, is due no later than one week prior to the Event. In the event of any overpayment, the Club shall issue a refund check to Member/Client for the difference within 20 days after the Event. Any outstanding amounts and any additional charges incurred with respect to the Event will be charged to Member/Client's authorized credit card. If any payment is not made when due, the Club may, at its option, deem the Event canceled, in which case cancellation charges will apply.

GUEST GUARANTEES: Member/Client agrees to provide Club with an exact guaranteed number of food and beverage guests no later than seven days prior to the Event and an exact guaranteed number of players no later than three days prior to the Event. If Member/Client fails to provide the Club with the exact number of guests and players as set forth in the preceding sentence, the estimated numbers provided above will become the guarantee. Member/Client will be responsible for 100% of the costs of the Event and will be charged for the higher amount of (a) the actual number of players and food and beverage guests, or (b) the guaranteed number of players and food and beverage guests; but in no event less than the minimums indicated above.

SERVICE CHARGE/TAXES/BANQUET EVENT ORDER PRICING: The prices listed on the Banquet Event Order, when attached hereto, are subject to proportionate increases to meet increased cost of supplies for Events reserved more than 120 days in advance, but any such increase shall not exceed 10%. Prices can be set 90 days in advance of the Event. All food and beverage purchases are subject to an automatic 20% (or, if blank, 20%) service charge, a portion of which may be distributed by the Club to certain food and beverage service employees. The service charge is not a tip or gratuity. Applicable taxes and fees, in addition to the service charge (where applicable), will be added to all amounts due under this Agreement, including without limitation cancellation fees as liquidated damages. Once the Banquet Event Order has been finalized, it shall be signed and attached hereto no later than seven (7) days prior to the Event. Exemptions from sales tax will be honored when a valid tax exemption certificate or other required document is presented no later than seven (7) days prior to the Event. At that time, any tax refund claims must be made directly with the tax jurisdiction.

CHECK THE BOXES BELOW WHICH APPLY TO THIS EVENT:

- GOLF:** The estimated price per player includes greens fee, cart fee, practice facility and range balls.
- PACKAGE PRICE PER PLAYER:** The estimated package price per player includes greens fee, cart fee, practice facility, range balls as well as the estimated food and beverage charges.

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FOOD & BEVERAGE: The food and beverage selections will be set forth on the Banquet Event Order to be attached hereto. Any food and beverage consumed must be provided by Club. **No personal coolers are allowed on the course.**

ROOM FEE: \$0.00.

FINALIZING OF COSTS: The exact charges will be set after the Member/Client and the Club staff have met to determine the requirements of the Member/Client, including food and beverage.

CANCELLATIONS AND CANCELLATION DUE TO WEATHER: In the event of cancellation of the Event by the Member/Client for any reason, the nonrefundable deposit and any partial payments will not be refunded. In addition, the Club will be entitled to a cancellation fee, as liquidated damages (plus service charges and applicable taxes) at the time of cancellation as follows:

More 90 days prior to the Event	-	50% of the Estimated Cost	
90 days to 30 days prior to the Event	-	75% of the Estimated Cost	
Less than 30 days prior to the Event	-	100% of the Estimated Cost	<i>Initial</i> _____

Given the Club's capacity for rounds of golf and to prepare and serve food and beverages, the parties acknowledge that it is highly unlikely that the Club would be able to mitigate any losses caused by cancellation of the Event. The parties agree that prospectively calculating the damages that Club would suffer as a result of the cancellation of the Event would be exceptionally difficult or impossible. For this reason, the parties have agreed that the calculations set forth above are a reasonable forecast of just compensation in the event of the cancellation of the Event. The amounts due for cancellation set forth herein are intended as liquidated damages and not as a penalty. Deposits will be applied toward the cancellation fee.

Should the Event be postponed by the Club due to inclement weather before play has begun, all payments received will be transferred to an agreed upon rescheduled date. If a rescheduled date cannot be agreed upon, the nonrefundable deposit will be retained and any partial payments will be refunded. In any event, the Member/Client shall be responsible for all charges incurred before the Event is postponed. Should the Club cancel the Event after play has begun, all amounts will be charged in full. Member/Client may obtain cancellation insurance at Member/Client's sole cost and discretion.

ADDITIONAL PROVISIONS:

1. Participant Responsibilities. Players, guests, invitees and vendors ("Participants") must observe the rules and regulations and bylaws of the Club, including but not limited to the following: 1) **soft spike golf shoes only** are allowed on the golf course and driving range; 2) observe the dress code - denim jeans or shorts and jogging apparel are not allowed and all shirts must have collars; and 3) adhere to rules covering the use of the course and golf carts.

2. Responsibility for Conduct/Damage/Injury/Loss. Member/Client is responsible for the conduct of the Participants and must promptly pay for any damage to the Club (including, without limitation, damage to the golf course, golf cars, clubhouse, or other property, including personal injury) caused by any of the Participant's acts or

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omissions. Member/Client shall also be responsible for any damage to houses, cars, or other property caused by any of the Participant's acts or omissions, including, without limitation, injury to persons hit by a Participant's golf ball. The Club is not responsible for any injury to Participants or for damage to any property caused by Participants. The Club is not responsible for security or any damage to or the loss of golf clubs or any personal property brought to the Club, or for any item left unattended, or for loss or damage which occurs in the Club's parking areas. No food or beverage of any kind can be brought into or removed from the Club by Member/Client or the Participants.

3. Contractors. Members/Clients that wish to use a third party contractor(s) to provide a specific service, not available through the Club, agree to use a contractor(s) that meets the insurance requirements established by the Club. The Club reserves the right to approve all contractors, such approval not to be unreasonably withheld, and all contractors must provide appropriate proof of adequate insurance. Member/Client's contracts with its contractors will all specify that such contractor and the Member/Client will indemnify and hold the Club and its affiliates harmless from any and all damages or liabilities which may arise by such contractor or through its use. Damage to the Club premises by the Member/Client or contractors hired by Member/Client will be the Member/Client's sole responsibility.

4. Security. Club is not responsible for security or any damage to or the loss of any personal property or articles brought into the Club, or for any item left unattended, or for loss or damage which occurs in Club'sTM parking areas. Member/Client will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Club is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Club, and/or for the loss of equipment, exhibits, or other materials left in meeting rooms.

5. Alcohol Consumption. Club does not serve alcoholic beverages to minors. It is the responsibility of Member/Client to make sure that minors do not obtain or drink alcoholic beverages. The Member/Client agrees to be responsible for the consumption of alcoholic beverages by all its Participants and agrees to prevent any Participant who has become impaired from leaving Club premises without assistance. Member/Client understands that Club, in its sole discretion, may refuse service to any Participant, or to all Participants. Any such discontinuation of service shall not relieve Member/Client of any obligations or any amounts owed pursuant to this Agreement.

6. Americans with Disabilities Act. Both the Member/Client and the Club shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act ('ADA'). The Club agrees that it will comply with Title III of the ADA and the regulations promulgated thereunder. Club shall provide, to the extent required by the ADA, such auxiliary aids and/or services as may reasonably be requested by Member/Client, provided that Member/Client gives reasonable advanced written notice to Club of such needs. Member/Client shall be responsible for the cost of any auxiliary aids and/or services (including engagement of and payment to specialized service providers, such as sign language interpreters) other than those types and quantities typically maintained by the Club.

Initial: _____

7. Payments. Member/Client shall remain liable for all amounts owed to Club and shall have no right to obtain a refund of any deposits paid to the Club. Interest will accrue on any unpaid balance or deposit paid late at the lesser of (i) the rate of 1.5% per month (18% per annum) or (ii) the highest rate permitted under applicable law. Additionally, should the Club, in its sole discretion, deem collection action necessary, whether prior to, during, or subsequent to litigation, the entire cost of collection, including reasonable attorneys' fees, costs, and expenses shall be paid by Member/Client.

8. Limitation of Liability. In no event will the Club be liable for indirect, consequential, incidental, or punitive damages of any nature for any reason, including without limitation lost profits or goodwill, even if Club has been advised of their possible existence. Furthermore, in the event the Club shall have any liability to Member/Client (whether under this Agreement or otherwise), the amount of such liability shall not exceed 50% of the amount paid to Club pursuant to this Agreement.

9. Miscellaneous. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In the event that either party shall bring an action for breach of contract or to enforce the terms of this Agreement, the prevailing party shall recover the reasonable costs and expenses incurred in such action, including without limitation reasonable attorneys'™ fees, from the other party. This Agreement and attachments embody the entire agreement and understanding of the parties relating to the subject matter hereof, is nonassignable, may not be amended except in writing signed by both parties, and supersedes any prior representations, agreements, and understandings, oral or written, if any, relating to such subject matter. All notices, including a cancellation notice, must be in writing. Text messages, instant messages, messages on social media sites, and similar messages are not "in writing" for purposes of this Agreement. In no event shall Club be liable for the failure of or interruption of utilities. This Agreement shall be deemed drafted by all parties and shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement may be executed by facsimile or other electronic means, and each facsimile or other electronic signature shall be deemed to constitute a valid and binding signature of the executing party.

10 Governing Law and Place for Suit. This Agreement will be deemed to be a contract under the laws of the State in which Club is located and for all purposes will be governed by and construed in accordance with such laws. Member/Client irrevocably agrees that any legal action or proceeding brought by or against Club with respect to this Agreement will be brought in the courts of the State in which Club is located or in the U.S. District Court for that State. Member/Client consents to the jurisdiction of such courts and that the venue for any such action will be the county in which Club is located. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, BASED UPON, OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

Initial: _____

The undersigned has read and agrees to the terms and conditions stated above, certifies that he or she is an authorized representative of Member/Client, has the authority to bind Member/Client to this Agreement, and acknowledges receipt of a copy of this Agreement.

MEMBER/CLIENT:

CLUB: BROOKHAVEN COUNTRY CLUB INC.

By: _____
Authorized Signature

By: _____
Private Events Director or General Manager

Printed Name: _____

Printed Name: _____

Title: _____

Date: _____

Date: _____

Initial: _____

Credit Card Authorization

I hereby certify that I am an authorized representative of Member/Client, that I am an authorized signor on the credit card listed below, that I have the authority to authorize charges to the credit card, and that the address below is the billing address for the credit card. By signing below, I irrevocably authorize all charges for deposits as they become due, payments as they become due, and outstanding amounts and/or charges owed to the Club as of the date of the Event or upon cancellation of the Event to be charged to the following credit card:

Master Card

Visa

American Express

Credit Card Number: _____ Expiration Date: _____

Cardholder Name: _____

Billing Address: _____

Phone: _____

Authorized Signature: _____ Date: _____

Initial: _____

Banquet Event Order
BROOKHAVEN COUNTRY CLUB INC.
Event: 2019 Midstream Classic DFW

EVENT DATE:	Mon. March 25, 2019	EST PEOPLE:	288 - 300
START TIME:	06:00am	GUARANTEE:	0
END TIME:	09:00pm	F & B MINIMUM:	\$3,500.00
EVENT TYPE:	Non-Member Golf Event	TAX EXEMPT:	No
SALESPERSON:	Fran Williams	BILL TO:	

	Name	Phone	Email	Address
Customer	Jason Randall	(903) 241-2093	jason@emprestiza.com	--

FACILITIES

FUNCTION TYPE: Breakfast Buffet Service	TIME IN: 07:00am	TIME OUT: 09:00am	Subtotal
ROOM: MAIN CLUBHOUSE: Ballroom			\$0.00
SETUP:			
ROOM: MAIN CLUBHOUSE: Garden Terrace			\$0.00
SETUP:			
ROOM: MAIN CLUBHOUSE: Main Dining Room			\$0.00
SETUP:			
ROOM: Firepit			\$0.00
SETUP:			

INSTRUCTIONS

- Reg In the Breezeway

Breakfast will be at the Fire Pit

Other rooms are for weather back up

FUNCTION TYPE: Event Registration	TIME IN: 07:00am	TIME OUT: 09:00am	Subtotal
ROOM: Breezeway			\$0.00
SETUP:			

Initial: _____

ROOM: MAIN CLUBHOUSE: Ballroom SETUP:	\$0.00
ROOM: MAIN CLUBHOUSE: Garden Terrace SETUP:	\$0.00
ROOM: MAIN CLUBHOUSE: Main Dining Room SETUP:	\$0.00
ROOM: Member Building Sidewalk Along Golf Parking Lot SETUP:	\$0.00

FUNCTION TYPE: Golf Play	TIME IN: 09:00am	TIME OUT: 08:00pm	
			Subtotal
COURSE: Masters SETUP:			\$0.00
COURSE: Champs SETUP:			\$0.00

FUNCTION TYPE: Ceremony	TIME IN: 05:00pm	TIME OUT: 08:00pm	
			Subtotal
ROOM: MAIN CLUBHOUSE: Ballroom SETUP:			\$0.00
ROOM: MAIN CLUBHOUSE: Garden Terrace SETUP:			\$0.00
ROOM: MAIN CLUBHOUSE: Main Dining Room SETUP:			\$0.00

*** END OF FACILITIES SECTION ***

GOLF

FUNCTION TYPE: Golf Play	TIME IN: 09:00am	TIME OUT: 08:00pm	
INDIVIDUAL GOLF ITEMS			Subtotal
1 Tournament Package: Flat Rate (2-Course) @ \$18,000 + Flat Rate CHAMPS & MASTERS Golf Courses Up to 288 players OR \$75 ++ PER PERSON Shot Gun at 9:00am am and 1:00 pm . wants to have 144 shotgun in the morning, on BOTH courses, and another 144 afternoon shotgun on both courses.			\$18,000.00

Initial: _____

Tournament Package to Include:

- 18-Holes of Golf Play
- Shared Golf Cart (two players per cart)
- Staged Golf Carts with Personalized Signs
- Customized Scorecards & Rules Sheets
- Registration Area with Tables & Chairs
- Sponsor Sign Set-Up
- Use of Club Practice Areas
- Staffed Curbside Bag Drop Service
- Proximity Contest Signage and Set up
- Professional Tournament Scoring

*** END OF GOLF SECTION ***

MENU

FUNCTION TYPE: Breakfast Buffet Service

TIME IN: 07:00am

TIME OUT: 09:00am

INDIVIDUAL MENU ITEMS

- 300 Masters Continental Breakfast Tournmants \$3,600.00
Bacon , Sausage Egg Tacos with Handmade Salsa, Fruited
Assorted Yogurts,
Assorted of Fresh Breakfast Breads & Pastries
- @ \$12.00++per person

FUNCTION TYPE: Ceremony

TIME IN: 05:00pm

TIME OUT: 08:00pm

INDIVIDUAL MENU ITEMS

- 300 Donated Product Fee w/ Water & Iced Tea, Tournaments \$900.00
@ \$3.00++ per person

Tournament grants host right to bring on property 3rd party food to serve guests.

BCC fee includes: Space/room, tables, chairs, buffet tables w/ linen, trash service, 1 or 2 attendants and Water & Iced Tea.

3rd party responsibilities: Product, disposable plates, flatware, napkins, heat source, serving dishes & utensils.

Host or 3rd party will not have access to BCC kitchen space.

*** END OF MENU SECTION ***

All F&B subject to service charge and sales tax. See signature page for details.

BAR

Initial: _____

FUNCTION TYPE: Breakfast Buffet Service

TIME IN: 07:00am

TIME OUT: 09:00am

INDIVIDUAL BAR ITEMS

300 Bloody Mary & Screwdrivers Available \$0.00
@ \$8.00 ++ each
Cash or Drink Tickets

FUNCTION TYPE: Event Registration

TIME IN: 07:00am

TIME OUT: 09:00am

INDIVIDUAL BAR ITEMS

600 Drink Tickets \$4,500.00
Drink Tickets covers BEER , SODAS , WATER
@ \$7.50++ each
CHARGE ONLY ON WHATS USED

2 tickets per person

FUNCTION TYPE: Golf Play

TIME IN: 09:00am

TIME OUT: 08:00pm

INDIVIDUAL BAR ITEMS

1 Donated Alcohol Program, Tournaments \$0.00
@ cost of alcohol ++
Bartender fee at \$100 per Station

Brookhaven (BCC) agrees to the following relationship regarding
donated alcohol:

Host and alcohol distributor propose a tournament alcohol order to
be made by BCC.

BCC, host and distributor come to an agreement alcohol order.

BCC places the alcohol order with distributor and pays the
distributor for the product.

BCC invoices the host for the cost of the alcohol order, plus service
fee (20%) and tax (8.25%).

Host pays the BCC invoice.

*** END OF BAR SECTION ***

All F&B subject to service charge and sales tax. See signature page for details.

EQUIPMENT LIST

FUNCTION TYPE: Event Registration

TIME IN: 07:00am

TIME OUT: 09:00am

7 8' Registration Table w/ 2 Chairs \$0.00

Subtotal

Initial: _____

FUNCTION TYPE: Ceremony

TIME IN: 05:00pm

TIME OUT: 08:00pm

	Subtotal
1 AV: LCD Projector	\$50.00
1 AV: Microphone (Wireless Handheld)	\$0.00
1 AV: Screen (8 foot)	\$0.00
1 6' Display Table	\$0.00
1 Podium (Standing)	\$0.00
1 Stage	\$0.00
1 Stairs for the Stage	\$0.00

*** END OF EQUIPMENT LIST SECTION ***

SERVICES LIST

FUNCTION TYPE: Breakfast Buffet Service

TIME IN: 07:00am

TIME OUT: 09:00am

	Subtotal
1 Bartender Fee	\$100.00

FUNCTION TYPE: Golf Play

TIME IN: 09:00am

TIME OUT: 08:00pm

	Subtotal
2 Beverage Cart Service - \$100	\$200.00

*** END OF SERVICES LIST SECTION ***

All food and beverage purchases are subject to an automatic 20% Service Charge, a portion of which may be distributed by the Club to certain food beverage service employees. The Service Charge is not a tip or gratuity.

Menus must be set 14 days prior to the event date and the final guarantee is due 7 days prior by 10am.

The original estimate will be used if none is received. Host will be billed for the guarantee or number in attendance, whichever is greater.

All food and beverage purchases are subject to an automatic 20% (or, if blank, 20%) service charge, a portion of which may be distributed by the Club to certain food and beverage service employees. The service charge is not a tip or gratuity. Applicable taxes and fees, in addition to the service charge, will be added to all amounts due under this Agreement, including without limitation cancellation fees as liquidated damages.

CUSTOMER SIGNATURE: _____

DATE: ____ / ____ / ____

Initial Deposit Due by 01/11/2018:	\$6,279.63
Second Deposit Due by 01/24/2019:	\$12,559.25
Final Deposit Due by 03/18/2019:	\$12,559.25
 Balance Due:	 \$31,398.13

Initial: _____

BROOKHAVEN COUNTRY CLUB INC. Proposal Summary

Date: 01/11/2019

Event: 2019 Midstream Classic DFW

Date: 03/25/2019 Monday

	Price	Service Charge	Tax	Total
Menu:	\$4,500.00	\$900.00	\$371.25	\$5,771.25
Golf:	\$18,000.00	\$0.00	\$1,485.00	\$19,485.00
Bar - Beer:	\$0.00	\$0.00	\$0.00	\$0.00
Wine:	\$0.00	\$0.00	\$0.00	\$0.00
Liquor:	\$0.00	\$0.00	\$0.00	\$0.00
Other:	\$4,500.00	\$900.00	\$371.25	\$5,771.25
Equip/Services:	\$350.00	\$0.00	\$20.63	\$370.63
Non-Banquet:	\$0.00	\$0.00	\$0.00	\$0.00
Room Rental:	\$0.00	\$0.00	\$0.00	\$0.00
Course Fees:	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal:	<u>\$27,350.00</u>	<u>\$1,800.00</u>	<u>\$2,248.13</u>	<u>\$31,398.13</u>
Balance Due:				\$31,398.13

Initial: _____