

SSCC BANQUET CONTRACT



Thank you for choosing to host your event at the Sulphur Springs Country Club. We accept your reservation based upon the following information, terms and conditions:

Group Name _____
Event Date _____

The following Banquet Contract executed this _____ day of _____, _____, between _____, whose address is _____, ("Host") and Sulphur Springs Country Club ("Club") for use of the premises located at 511 CR 3451, Sulphur Springs, TX 75482. This Contract shall constitute the entire written Contract between the Parties.

ARRANGEMENTS:

We have reserved banquet space as per your agenda listed above. One of our professional food and beverage staff members will be contacting you as time grows near your banquet date to discuss and finalize your exact banquet set-up requirements, and menu selections.

DECORATIONS:

If we allow you to supply certain decorations, you will be responsible for complying with any applicable laws, regulations or permitting requirements. Please note that decorations may not be affixed to the walls of the facility, and that glitter, confetti, rice and birdseed are not permitted. Your vendors and suppliers may enter the facility no sooner than four (4) hours prior to the scheduled beginning time of your event unless other arrangements have been made with our Director of Sales prior to your event. The Club will not assume the responsibility for any decorations before, during, or after the event.

GUARANTEED ATTENDANCE:

We ask you to confirm the total number of guests that will be attending at least seven (7) business days prior to the date of your event in this case: _____. The attendance figure you provide by this date will be the guaranteed minimum and cannot be reduced. If you do not provide a final attendance figure by this date, then the Expected Attendance number you provided above will be used for preparation, staffing and food quantities for your event.

CONFIRMATION OF YOUR EVENT:

We must receive final menu selections, room arrangements and other details at least fourteen (14) days prior to your event. Menu pricing can be guaranteed up to ninety (90) days prior to your event. After you provide us with the final selections and arrangements, we will present you with a Banquet Event Order confirming the specific requirements of your event. Please notify us within 24 hours of any discrepancies between the final selections and arrangements you provided to us and the Banquet Event Order provided. We are not responsible for any discrepancies that are not immediately brought to our attention.

MINIMUM EXPENDITURE: \$ _____

This is the minimum amount that must be spent by you or your guests at your event for food and beverages, even if the number of guests who attend your event is less than the final attendance figure that you provide to us. If fewer guests attend your event than expected, our Director of Sales will work with you to add to or upgrade your menu selection for your event so that the Minimum Expenditure is put to what both Parties believe is the best use. Please note that the Minimum Expenditure does not include cash bar sales, service charges or sales tax.

PAYMENT TERMS:

Host with a credit history at the Club are required to submit payment in full the day of the room rental date. Host without prior credit history are required to pay for all products and services twenty four (24) hours days prior to the room rental date.

TAX AND SERVICE CHARGE:

All food and beverage prices are subject to a CLUB SERVICE CHARGE of 20% which will be included in the estimate payment and final account of charges. You are responsible for the payment of all state sales tax incurred in connection with your event. Food, Beverage and Room Fees are taxable. If you are a tax exempt organization, please provide us with proof of Sales and Use Tax Exemption provided by your state, which must be returned with the Contract. If this Certificate is not returned along with the Contract, sales tax will be charged.

CANCELLATION:

A full execution of this contract is a commitment to the Banquet Contract as outlined above. The Contract may be cancelled only by written notice to Club Manager at 511 CR 3451, Sulphur Springs, TX 75482 and shall be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States Mail, first class postage prepaid, registered or certified mail, return receipt requested, or when properly addressed upon deposit with Federal Express, Express Mail or other trackable overnight courier service, at any time thirty (30) days prior to the room rental date. At any time during the Term of the Agreement, the Club may elect to terminate the Agreement, with or without cause, by delivering thirty (30) days written notice ("Termination Notice") to the Host. A full refund of all collected deposits will be returned to the Host with the Termination Notice if Club elects to terminate Agreement. Host initiated cancellations shall forfeit the Banquet Facility Rental Fee.

FOOD AND BEVERAGE SERVICE AND CONSUMPTION:

We will provide all food and beverages and you agree that you or your guests will not bring food or beverages onto our property without our prior written consent. We reserve the right to confiscate food or beverages that are brought onto our club property without our consent. Food or beverages must be consumed during the times specified for your event and may not be removed from our property.

ALCOHOLIC BEVERAGE SERVICES:

It is the policy of the golf course to serve alcohol in the responsible manner. Golf Course reserves the right to refuse alcoholic beverages to anyone who appears under the age of 21 or in the sole opinion of the Golf Course Management, appears intoxicated. Please note that all alcoholic beverages served on the Premises must be provided by the Golf Course and dispensed by the Golf Course staff. All State, city and county Alcoholic Beverage Commission rules will be strictly enforced. For an additional fee, the Club can offer to secure cab service for any guest who is intoxicated.

YOUR RESPONSIBILITY FOR YOUR GUESTS' CONDUCT:

We ask that you and your guests observe the beginning and ending time for your event. Our property is used by our customers and other guests, and for formal events such as your event. In our sole discretion, we reserve the right to remove anyone from our property who engages in disruptive, violent, profane, intoxicated or abusive behavior. As host of your event, you agree that you assume full responsibility for the conduct of your guests and for any damages, costs or liabilities that result from your guests' conduct. The Club will not assume the responsibility for decorations, personal property or equipment brought on the premises. Damage to or loss of any merchandise/equipment or articles left at the Club or unattended by your guest are not the responsibility of the Club.

INDEMNIFICATION AND LIMITATION OF DAMAGES:

You agree to indemnify, defend and hold harmless us, our partners, employees, agents, officers, directors, affiliates and independent contractors from any and all claims, actions, suits or allegations for damages or losses to person or property due to the action of you or your guests in connection with your event, unless such damages or losses are attributable to our 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.

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 the _____ and the individual signing this agreement on behalf of the _____. The terms "we," "us" and "our" refer to **Sulphur Springs Country 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 ____/____/____. 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.

SPECIAL RULES & PROCEDURES

***Spikeless Facility:** Golf Course does not allow metal spikes to be worn on the golf course. Please inform your participants of this policy.

***Speed of Play:** The required pace of play on the golf course is a maximum of 15 minutes per hole (i.e. 4 hours & 30 minutes to complete 18 holes). If your event falls behind this pace, some or all of your groups will be requested to move

to the next hole. Foursome pairings are strongly encouraged. Other pairing request must be pre-approved by Golf Course General Manager.

***Food and Beverage:** Golf Course has the exclusive right to provide food and beverage on the premises. All food and beverage must be purchased through Golf Course. We reserve the right to confiscate food or beverages that are brought onto our club property without our consent. Food or beverages must be consumed during the times specified for your event and may not be removed from our property.

You acknowledge that there may be price increases to your chosen menu due to unforeseen circumstances at the time of the event. Should a greater than 10% increase in price occurs, you will be contacted by the Director of Sales at which time you can either agree to pay the additional costs and keep your original menu, or choose to keep the current menu pricing and allow our chef to modify the menu to fit that pricing.

***Dress Code:** Proper golf attire must be worn at all times. All players are required to wear collared shirts at all times. Slacks, shorts or skirts must be hemmed and in good condition. Recommended short/skirt length is mid-thigh. Tank tops, swimwear, cutoffs, gym shorts and the like are not acceptable.

***Clubs:** Each player is required to have their own golf bag and set of clubs. If you need to rent golf bag and set of clubs, an additional charge of \$50, plus tax per bag will be charged, depending on the clubs you select.

***Disorderly Conduct:** All golfers are expected to conduct themselves in a civilized manner in accordance with USGA rules of etiquette and conduct. Disorderly conduct will not be tolerated. Participants acting disorderly will be removed from the premises.

***Golf Event Roster.** Package Contact will provide Golf Course with a list setting forth the first and last names, and starting times (for tee time event) for each participant in the package no later than three (3) days prior to the package date. The minimum number of participants for group events is 16.

***Golf Weather Policy.** Should severe weather, frost, or other circumstances beyond the control of Golf Course result in closure of the facility on or during the Package Group's schedule day or days of play, the following procedure is agreed to:

- 0 holes completed ---Reschedule
- 1 to 8 holes completed ---18 Hole Rain Check
- 9 to 13 holes completed ---9 Hole Rain Check
- More than 13 holes completed ---Package complete

If Golf Course General Manager or Head Golf Professional cancels the Event because of weather conditions before nine holes are completed, the Package will be rescheduled. Closure of the facility is at Golf Course's sole discretion. Golf Course reserves the right to restrict golf carts to cart path only due to inclement weather, overseeding and/or any routine maintenance practices.

CREDIT CARD AUTHORIZATION & TEMPORARY MEMBERSHIP

I, _____, understand that I am obligated to keep a valid approved credit card or debit card on file with the Club for incidentals and final charges for the duration of my event, along with authorization to permit the Club to bill any charges to the credit card in payment of the Final Account of Charges. I certify the credit card listed below is issued to me and I agree that all disputes on my credit card or debit card account relating to the Club will be promptly brought to the Club's attention. I also understand that I will be charged a \$5.00 Temporary One-Day Membership at Sulphur Springs Country Club for the day of my function, and must adhere to all club policies and rules.

Signed: _____ Date: _____
Credit Card # _____ Exp. Date: _____ Type: V MC AMEX
Exact Name On Card _____ SID # on back of card _____
Billing Address: _____

The undersigned acknowledges, and agrees to, the items detailed above and as evidenced by my signature below, the Contract is hereby approved and considered to be legally binding on you and us.

Host
Name: _____

Club Representative
Name: _____

Title: _____ Date: _____ Title: _____ Date: _____