



North Valley Military Institute

Sunday, November 20, 2022

EVENT CONTRACT

ACCOUNT: North Valley Military Institute

CONTACT: Mark Ryan, Ph.D

ADDRESS: 12105 Allegheny Street
Sun Valley, CA 91352

EMAIL: mryan@novamil.org

PHONE: (323) 217-4481

SALES MANAGER: Philip Di Nova

EMAIL: pdinova@brooksidegc.com

PHONE: (626) 585-3594 ext. x107

EVENT SUMMARY

Name	Date	Time	Areas	Event Type	Guests	Gtd	Rental	Event F&B Min	Tournament Format	Minimum Player Count
North Valley Military Institute	11/20/2022	9:00 am - 2:00 pm	C.W. Koiner - Course 1	Tournament	72	72			Modified Shotgun	72

SPECIAL INSTRUCTION

No spectators are allowed on the course.

TOURNAMENT CHARGES

Qty.		Price	Total
72	Modified Shotgun: <ul style="list-style-type: none"> • Reserved Registration Patio w Registration Tables & Chairs • Green Fees – 18 Holes • Cart Fees – 2 Players Per Cart • 2 Groups/Foursomes Start at Each Reserved Starting Hole- Players staged/ start over 9 holes • Practice Facility Use & Practice Range Balls • On Course Tee Sign Placement • 1-3 Hole Putting Contest Set-Up <ul style="list-style-type: none"> o Set Up Only – Volunteer must run/manage the contest • Staged Carts w/ Player/Group Cart Signs, Blank Score Cards & Pencils • Contest Markers (Closest to the Pin & Longest Drive) • Foursome Raffle Gift Certificate • Tournament Scoring • \$500 Pro Shop Credit Hole in One Insurance through “HIOCH” <ul style="list-style-type: none"> o Must be set up with Hole In One Clearing House (HIOCH): david@hioch.org 	\$120.00	\$8,640.00

ESTIMATED BILLING

Total		
		\$8,640.00
Subtotal		\$8,640.00
Grand Total		\$8,640.00
Deposit (Due 2/16/2022)	Unpaid	\$150.00
Payment #8948293 (Due 11/10/2022)	Unpaid	\$8,640.00
Estimated Amount Due		\$8,640.00



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TERMS AND CONDITIONS

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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 the 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 the 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.

Deposit Due Date	Amount	Description
2/16/2022	\$150.00	Deposit ***Balance due 10 days before the event

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 of 12 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 Forty-four (144) participants is required. Unless expressed in writing, the golf course may remain open for member/public play.

Cancellations

IF THERE IS A CANCELLATION LESS THAN Ninety (90) 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 the group in front of them.
- Children under the age of 7 are not allowed on the golf course without prior approval.

Food and Beverage / Course Arrangements

No food and/or beverages services shall be provided by the golf course operator in connection with this agreement, and the golf course operator shall not be responsible or liable for any such services. No outside food or beverage allowed. The food and beverage operations at Brookside are operated by a third party not affiliated with the operator of the golf course.

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.

The Rose Bowl Operating Company owns and books events at the Rose Bowl facility. In rare instances, certain Rose Bowl bookings may impact our ability to hold events at our facility due to situations with parking, road closures and crowd control. In the event your reservation overlaps or matches such a Rose Bowl booking, we reserve the right to relocate your event to another American Golf Corporation location that is mutually agreeable between both parties. We agree to pay reasonable expenses incurred for such relocation. Unless otherwise specified, guest parking for events is located in lot D.

Supplemental Public Safety Services

CUSTOMER understands and agrees that the CITY's Police Chief and Fire Chief each have certain non-delegable duties to safeguard and to protect the public safety and shall, in the event of an unforeseen or extraordinary situation, secure or provide Supplemental Public Safety Services reasonably necessary to protect the public safety, to avert an emergency or to respond to an emergency. Pursuant to California Government Code, Section 53069.8, CUSTOMER understands and agrees that Supplemental Public Safety Services, if any, so provided to the Licensed Premises during the event shall be paid by CUSTOMER to RBOC or CITY, as applicable, based upon the actual costs of providing those services as determined by the CITY's Director of Finance.

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. If government restrictions and guidelines related to COVID-19, including restrictions or guidelines requiring people to socially distance, wear masks and take other precautions that differ from typical social behavior prior to the outbreak of the pandemic, continues to be in place up to 60 days prior to your event, you will have the option of rescheduling your event or cancelling your event and receiving a full refund, in accordance with the terms set forth above.

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 North Valley Military Institute, Mark Ryan, Ph.D, and the individual signing this agreement on behalf of North Valley Military Institute. The terms **"we," "us" and "our"** refer to Brookside. 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 2/16/2022. 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 keyboard, keypad, mouse and/or another 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 Brookside and we look forward to hosting your event.

Sincerely,

Philip Di Nova

Client Signature

Printed Name: Dr. Mark P. Ryan
Signed: 1/25/2022 at 11:54 am

Dr. Mark P. Ryan

Event Manager Signature

Printed Name: Philip Di Nova
Signed: 1/31/2022 at 8:49 am

Philip Di Nova



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Please fill in the following form to secure your reservation on Sunday, November 20, 2022, at Brookside Golf Club. The deposit for this event is \$150.00 and will be charged to the card below. Please use the "Authorize your Credit Card" button below to enter your credit card information and authorize a payment.

Credit Card Authorization Form