

Twin Lakes Banquet LLC

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GOLF OUTING TERMS AND CONDITIONS FOR 2010

❖ GOLF OUTING SERVICES

Your golf package includes: 18 Holes of Golf including cart and hole assignment, scorecards, rules sheets, outside bag attendants, staged golf carts, announcements, registration table, awards tables, proximity markers (closest to the hole, longest drive, etc.), and tee sponsor signage placement. The following outing options can be arranged through Twin Lakes Golf & Swim Club at an additional fee: Hole-in-One insurance, Custom Hole Signage, Valet Parking, Putting Contest, Golf Clinic, and Custom Merchandise Gifts.

❖ GUARANTEED NUMBER OF GUESTS FOR GOLF

A **final** commitment to the guaranteed minimum **number of players must be received fourteen (14) days prior** to the date of the event. **This is the minimum number for which the group will be charged and must be at least 90% of your original number booked.** If your numbers have dropped below the shotgun requirements, then your group will be revised to consecutive tee times or a morning modified shotgun if available. If a group has less than the shotgun requirement but would like to pay for the required number, they will be permitted to have a shotgun start. If a group wishes to add more players after the guaranteed count has been given, the group will be responsible for payment for the additional players. Availability to accommodate additional players after the fourteen (14) day guarantee is subject to approval by the Head Golf Professional.

❖ FUNCTION DETAILS AND GUARANTEED NUMBER OF GUESTS FOR FOOD AND BEVERAGE

Function details, including number of guests attending and room set-up, are required thirty (30) days prior to the event. **Final guest count will be required fourteen (14) days prior** to the event. This guest count will be considered a minimum guaranteed count. Twin Lakes will provide and set additional service for 5% of the final guaranteed number of guests. Twin Lakes reserves the right to change room allocation if the guaranteed number of guests is less than the minimum capacity for the assigned room.

❖ SHOTGUN REQUIREMENTS

All golf outing reservations are subject to availability. Please call the sales office to confirm availability of particular dates. Morning shotgun starting times will be determined by the Head Golf Professional in accordance with the size of field.

❖ PAIRINGS

In order for Twin Lakes Golf & Swim Club to provide an organized tournament for your group, it is required that both an **alphabetical list of players names and a list of pairings be submitted three (3) days before the date of play.** This allows sufficient time to prepare the cart signs, scorecards, scoreboards, and proximity markers, etc. The Head Golf Professional will assign the appropriate holes at which the shotgun will commence.

❖ DRESS CODE

Proper golf attire is required at all times. Tank tops, halter-tops, short shorts, athletic shorts, bathing suits, jeans and cut-off shirts and shorts are not permitted. Please inform all members of the group of the entire Dress Code Policy to prevent any confusion on the day of the event.

❖ RAIN CHECK POLICY

In the event that the golf course is deemed unplayable due to inclement weather, such as lightning or flooding that may cause injury or damage to our guests or course, Twin Lakes Golf & Swim Club reserves the right to close the course. In such event, if less than nine (9) holes are completed; we will issue a rain check to the group for each paid player. The group will still be held responsible for food and beverage charges. In the case of inclement weather, where golf is still permitted, such as light rain, high winds, and cold temperatures, golfers are expected to play. Twin Lakes Golf & Swim Club will make the final decision in declaring a rainout.

❖ **DAMAGE & LOSS OF PROPERTY**

Twin Lakes Golf & Swim Club reserves the right to refuse any booking that is considered inappropriate or inconsistent with the reputation of Twin Lakes or violates the laws of the State of Michigan. Twin Lakes Golf & Swim Club reserves the right to impose a security officer charge on any function that it deems necessary (\$100.00 per hour). Twin Lakes does not accept responsibility for damages or loss of materials left in the complex prior, during, or after the function. The individual with whose signature below entered this agreement is financially responsible for any damages sustained to the facility, property, or equipment by the client, guest, or outside contractors prior to, during, or after the function.

❖ **FORCE MAJEURE**

Operator shall be excused from all liability to Patron (other than return on the deposit) if Operator cannot hold the Event, to the control including without limitation, acts of God, fire, flood, war, accidents, power outage, sabotage, embargo, acts of terrorism, riots, labor disputes, or shortages affecting Operator or its suppliers, actions or regulations of any government agency, and the inability of Operator to obtain material or service from its suppliers, or to obtain equipment or transportation.

❖ **LABOR CHARGES**

It is specifically agreed that Twin Lakes Golf & Swim Club shall not be liable for failure to provide the services or facilities described due, but not limited to, strikes, labor disputes, accidents, government restrictions or requirements (Federal, State or Municipal), or any event or circumstances beyond the control of Twin Lakes Golf & Swim Club. Any such nonperformance shall be excused and Twin Lakes Golf & Swim Club may terminate this agreement without further liability of any nature, upon return of the deposit.

An additional labor charge of \$500.00 per hour will be applied to all parties that extend their event past the times as specified in the confirmation letter. This charge is not subject to tax or gratuity and is not included in the minimum charge for the food and beverage.

❖ **RESERVATION & DEPOSIT**

To reserve a date for your outing, a deposit of \$_____ is required. The deposit will be applied to the total charges for your function. The deposit is due when the date is reserved and is non-refundable/non-transferable.

❖ **PAYMENT OF ACCOUNT**

An itemized invoice will be presented with **20% of the total estimated charges due thirty (30) days prior to the event**; and the **full balance due five (5) days prior to the event** or on the day of the outing, which must be agreed ahead of time with the golf sales manager. A major credit card will be required to guarantee payment of additional charges that are to be billed after the event. All food and beverage is subject to a 6% sales tax and 20% gratuity unless your group is tax exempt at which time you will be required to fill out the appropriate paperwork. All balances remaining unpaid more than (30) days after the due date shall be subject to a service charge of 1.5 percent per month (18% annually), should this amount be referred to a collections, customer agrees to pay all attorneys' fees, court costs, collection expenses and litigation expenses.

❖ **CANCELLATION**

Should a cancellation occur between the time of booking and seven (7) months prior to the event date, the deposit will be retained as a cancellation fee. If cancellations occur between six (6) months and three (3) months prior to the event date, 25% of the total invoice and 100% of the deposits will be retained; if a cancellation occurs 60 days prior to the event, 50% of the total invoice and 100% of the total deposits will be retained as a cancellation fee; if a cancellation occurs between 30 and 60 days prior to the event date, 75% of the total invoice and 100% of the total deposits will be retained as a cancellation fee; and if a cancellation occurs less than 30 days prior to the event date, 100% of the total invoice and 100% of the total deposits will be retained as a cancellation fee.

❖ **MISCELLANEOUS INFORMATION**

All displays and exhibits must have prior written approval of Twin Lakes Golf & Swim Club. They must conform to all applicable governmental fire ordinances and cannot be tacked or taped to walls or ceilings.

If a change from the original room set-up is requested on the day of the function, an additional labor charge and any necessary additional charges may be added to the final bill.

Twin Lakes reserves the right to discontinue service to patrons, who, at the club's discretion, should not be served additional alcoholic beverages.

Please sign all pages of these Terms and Conditions and fax to 248.650.3381

Client Signature _____ Date _____