

**CONTRACT NAME: AGREEMENT BETWEEN THE EL  
MACERO COUNTRY CLUB AND DAVIS JOINT UNIFIED  
SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This Agreement is between El Macero Country Club and DJUSD to rent the facility for the Davis Senior High School Golf Awards banquet on May 25, 2017.

The cost of the rental and food service is approximately \$1,400 and will be paid by donations.



Catering Contract  
El Macero Country Club

To: Davis Joint USD - Davis Sr. High School From: Kasey Robinson  
Client Club Representative

Address: 526 B Street Address: 44571 Clubhouse Drive  
Davis, CA 95616 El Macero, CA 95618  
Phone: 530-757-5300 x122 Phone: 530-753-3363

This document is to confirm reservations for Davis High School Golf Awards  
to accommodate for 50 guests on May 25<sup>th</sup>, 2017, to be held at  
El Macero Country Club. A signed copy of this agreement will guarantee that space is being held for  
you on a definite basis. The space to be held for you is as follows:

| TIME                        | EVENT                       | LOCATION                    |
|-----------------------------|-----------------------------|-----------------------------|
| <u>6pm-9pm</u>              | <u>Awards</u>               | <u>Banquet Room</u>         |
| <u>                    </u> | <u>                    </u> | <u>                    </u> |
| <u>                    </u> | <u>                    </u> | <u>                    </u> |
| <u>                    </u> | <u>                    </u> | <u>                    </u> |

Venue rental (includes set-up charges) for the space stipulated above is as follows:

|                      |   |
|----------------------|---|
| \$ <u>700.00</u>     | Location: <u>Room Rental Fee (WAIVED)</u> |
| \$ <u>150.00</u>     | Location: <u>Set-Up Fee</u>               |
| \$ <u>          </u> | Location: <u>                    </u>     |
| \$ <u>          </u> | Location: <u>                    </u>     |

Total venue rental: \$ 150.00 (total amount excludes tax)

All food and beverage requirements and set-up arrangements will be determined at a later date with a Banquet Event Order (BEO). Your final guest "guarantee" count is requested no later than May 18<sup>th</sup>, 2017 at 12:00pm (Noon), seven (7) business days prior to your function date. At this time, your count may increase a total of 5% from the number agreed upon in this contract, but may not be reduced. **If you need to increase your count within one week from your event above the allotted 5% there will be a premium charge for each additional guest.**

If no confirmed guest guarantee is received by El Macero Country Club by the stated time above, we will prepare charges based on the minimum number of guests stipulated in this contract. Final charges will be based on your guest guarantee or the actual number count taken at your event, whichever is greater. All food and beverage pricing is subject to change based on market conditions and agreed upon one hundred and twenty (120) days prior to final payment.

Client Initials BSC

Date: 4/27/2017  
Client Name: DJUSD- Davis Sr. High  
Page 2

The El Macero Country Club will provide all food and beverage preparation and service. No outside caterers or beverage services will be allowed on premises. Outside food, alcoholic, or non-alcoholic beverages are not permitted to be brought into or removed from the property without **written permission from the Banquet Manager**. EMCC reserves the right to discontinue services to any guests who, at the club's discretion, should not be served alcoholic beverages. It is the client's responsibility to inform EMCC management of any guest who is under the legal drinking age and will be attending the client's event where alcoholic beverages will be served. Alcoholic beverage service must conclude a half hour before the end of the event.

#### REVENUE GUARANTEE

Your minimum food and beverage revenue guarantee is \$ 950.00, exclusive of the 7.5% sales tax, 20% service charge and venue rental charges. This amount is based on your minimum of 50 guests and food and beverage pricing of \$ 14.00 per person for hors d'oeuvres and dinner and \$ 2.00 per person for beverages. Should the food and beverage revenue fall below this minimum, the difference will be charged as venue rental. Or, we will be happy to suggest additional food and beverage items, which may be implemented in order to reach the minimum revenue required as stated above. All other charges for equipment rental, décor, etc. will be determined at a later date.

#### REGULATIONS

Pins, tacks, or tape may not be attached to any permanent walls or doors in banquet rooms or any other public space. All signage to be posted in public areas must have the approval of EMCC management.

EMCC is not responsible for any equipment or materials that are damaged, lost or left unattended prior to, or following any function. All items must be removed from the premises by 9:00AM, the day after your function.

The client is responsible for, and shall reimburse EMCC for any damage, loss or liability incurred to the property by any of the client's guests, or organizations contracted by the client to provide services or goods before, during and after the function.

Client Initials BGC

Date: 4/27/2017

Client Name: DJUSO- Davis Sr. High

Page 3

**TERMS OF PAYMENT/CREDIT ARRANGEMENTS**

- A. An initial deposit of **\$500** must be received in order to hold space for you on a tentative basis. Your signed contract is definite confirmation of the space being held for you.
- B. A second deposit in the amount of \$ n/a (50% of fixed costs) is due one hundred and eighty (180) days prior to event, on n/a. This deposit will be applied directly to your total charges, along with your initial deposit.
- C. All remaining estimated fixed costs are to be paid in full 72 hours prior to function date. In the event that leftover billing occurs (i.e. beverages based on consumption) an invoice will be created and sent the next day and due within ten (10) days of receipt of invoice. Only **EMCC management approved** direct billing is eligible to pay post function.
- D. In the event our estimates are greater than actual total, credit due will be mailed to the client within fifteen (15) business days post function.

For an unpaid balance referred to collection, the client agrees to pay all attorney's fees, court cost, and collection and litigation expenses.

Cancellation of the contract less than ninety (90) days prior to the event date will result in the forfeiture of the \$500 deposit; any payment made toward fixed costs will be refunded.

Guests will be admitted to, and expected to depart from the stated function space at the stipulated times in the catering contract. EMCC reserves the right to apply a fee for special labor or equipment needed for event. EMCC reserves the right to charge a fee of five hundred dollars (\$500) per hour for use of the facility after the allotted time for an event. If an event is scheduled for additional hours but additional time is not needed, the fee is non-refundable.

Event payments can be made by credit card, cash, or check. Any payments made by credit card will be charged an additional convenience fee of 2.5% by a third party credit card processor.

**Both the client and EMCC Banquet Manager must initial any revisions in this agreement before the revisions will be considered binding.**

Client Signature

Date

Banquet Manager

Date

Client Initials

Be