

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

BRIEF DESCRIPTION OF CONTRACT: This is an agreement for facility use and catering for the Davis Senior High School Boys Golf Team banquet on June 2, 2018m at El Macero Country Club.

FISCAL IMPACT: Donations fund the expenses of this event.



El Macero Country Club, Inc.

001122

44571 Clubhouse Dr.
El Macero, CA 95618

p. 530.753.3363 | f. 530.753.4832

Booking Date: 06/02/2018

Event Name: Boys Golf Group Dinner

Member Name: Davis Hi Golf Awards Davis High

Member Code: 0052163

Address:

Consultant: Kasey Robinson

Date	Time	Setup	Exp.	Guar.	Room	Room Rental
Jun 02/18	5:00 PM - 7:00 PM	-None-	50	0	Banquet Room	\$0.00

White Tablecloths & Blue Napkins

Food						
Date	Service Time	Service Type	Description	Qty	Charge	Total
Jun 02/18	5:00 PM	Beverage Consumption	Banquet Room Lemonade Station Iced Water - On Tables	50	\$2.50	\$125.00
Jun 02/18	5:30 PM	Buffet	Banquet Room -Italian Sausage & Ricotta Pasta Bake -Spinach Lasagna -Classic Caesar Salad -House Made Breads & Butter	50	\$17.00	\$850.00

Other						
Date	Service Time	Service Type	Description	Qty	Charge	Total
Jun 02/18	5:00 PM	Service Fees	Banquet Room Room Rental Waived - \$800 Set-Up Fee Applied	50	\$3.00	\$150.00
Jun 02/18	5:00 PM	Equipment	Banquet Room			

Date Printed: 04/03/2018

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Other						
Date	Service Time	Service Type	Description	Qty	Charge	Total
			A/V Needed: Screen Projector Podium Mic	1	\$50.00	\$50.00

Total Charges				
	Charges	Taxes	Service Charges & Gratuities	Total
Room	\$0.00	\$0.00	\$0.00	\$0.00
Food	\$975.00	\$84.83	\$195.00	\$1,254.83
Beverages	\$0.00	\$0.00	\$0.00	\$0.00
Misc. Charges	\$200.00	\$10.88	\$0.00	\$210.88
Resources	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$1,175.00	\$95.71	\$195.00	\$1,465.71
Deposits Received				\$0.00
Balance Due				\$1,465.71

Guarantee: Guarantee of attendance is required one week prior to the date of the event.

Cancellation Policy: Events terminated within 60 days of the function date are subject to a cancellation fee of 50%. For full details on our cancellation policy, please refer to our Banquet and Catering Contract.

El Macero Country Club

Client's Signature

Date

Date

MISCELLANEOUS

- (a) Music must be kept at a level deemed appropriate by EMCC Management. Consideration will be given to all Residents/Guests in the area surrounding the EMCC.
- (b) No bird seed, rice, confetti, etc. is to be used at any time during the event.
- (c) All children must remain seated. With the variety of dining patrons we have here at the Club, we simply must ask for proper decorum from all of our guests and appreciate parents' cooperation in supervising your children while dining with us at the Club.

DEFINITIONS: As used herein, the following terms shall have the following meanings:

"EMCC" – El Macero Country Club, including the restaurant, and all related property;

"Event" – the banquet, reception, outing, tournament or other private function forming the subject of this Agreement;

"Patron" – the person, corporation, entity, organization, or association contracting with the EMCC for the Event

GUARANTEE: The Patron agrees to notify the EMCC at least ten (10) business days prior to the date of the Event the exact number to be in attendance. This number shall constitute the guaranteed minimum. It will not be possible to reduce the minimum within the ten (10) day period. If EMCC does not receive a guarantee, it will assume the guarantee to be the latest figure given and charged according to that number. The Patron will be charged the greater of the guaranteed minimum or the amount actually served.

DEPOSIT/PAYMENTS: A deposit of fifty percent (50%) of the estimated fixed costs shall be due a minimum of thirty (30) days prior to the date of such Event, with the remaining estimated balance to be paid the day of the Event.

SERVICE CHARGE and SALES TAX: A service charge equal to Twenty percent (20%) of the charge to the Patron hereunder for food and beverages plus all El Macero, CA sales tax will be added to the account, and the Patron agrees to pay such amount (7.25%).

PRICE INCREASES: Prices quoted herein are subject to change up to six (6) months before the Event to meet increased costs of supplies or operation.

EXTRAS: In the event that EMCC, at the Patron's request, furnishes any food, beverages, or any other services not specifically provided for in this Agreement, the Patron agrees to pay EMCC for any and all applicable charges therefor.

RENTALS: All rental items; i.e. linen, tables, chairs, tents, etc.; will go through EMCC No outside vendors will be allowed.

EXCUSED NONPERFORMANCE: If for any reasons beyond its control including, but not limited to, strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, club operation, commodities of supplies, acts of war or acts of God, the EMCC is unable to perform its obligations under this Agreement, such nonperformance is excused and EMCC may terminate this Agreement without further liability of any nature, upon return of the Patron's deposit. In no event shall the EMCC be liable for consequential damages of any nature for any reason whatsoever.

PROVISION OF BEVERAGES: No beverages of any kind will be permitted to be brought into EMCC by the Patron or any of the Patron's guests or invitees from the outside without the written permission of EMCC, and EMCC reserves the right to make a charge for the service of such beverages. Under no circumstances will EMCC serve to or permit the consumption of alcoholic beverages by minors. Further, the EMCC reserves the right to refuse liquor service to any Patron judged to be intoxicated.

CONDUCT OF EVENT: The Patron agrees to begin its function promptly on the scheduled time and agrees to have its guests, invitees, or other persons vacate the designated function space at the closing hour indicated. All functions at EMCC are to end by twelve midnight (12:00am).

The Patron undertakes to conduct the Event in an orderly manner, in full compliance with applicable laws, regulations, and the EMCC rules. The Patron assumes full responsibility for the conduct of all persons in attendance and for any damage done to any part of EMCC premises during any time such premises are under the control of the Patron, or Patron's guests, invitees, employees, or independent contractors employed by the Patron.

The EMCC reserves the right to exclude or eject any and all objectionable persons from the function, or the EMCC premises, without liability.

The Patron hereby indemnifies and holds harmless EMCC against any and all claims, liabilities, or costs, including reasonable attorney's fees and whether by reason or personal injury or death or property damage or otherwise, arising out of or connected with the Event or this Agreement, to the extent caused or contributed to by the negligence of the Patron, or any guest, invitee, or agent of the Patron or any independent contractor hired by the Patron. Nothing in this paragraph will be interpreted to indemnify or hold EMCC harmless from any of EMCC's negligence.

GENERAL: In the event that this Agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents to the EMCC that he/she has full authority to sign such contract, and in the event he/she is not so authorized, he/she will be personally liable for the faithful performance of this contract.

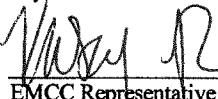
This Agreement supercedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

This Agreement shall be construed in accordance with and governed by the laws of the State of California.


Patron's Signature


Date


EMCC Representative


Date

Terms & Conditions

Welcome to El Macero Country Club

Food and Beverage, Function space and all other products and services subject to the following

BILLING ARRANGEMENTS AND DEPOSITS

Billing arrangements for all events must be made in accordance with EMCC policies. Our accounting department must authorize all requests for direct billing. A **\$200.00** deposit must be paid to secure the date and reserve the space. A second deposit of fifty percent (50%) of all estimated fixed costs is required 30 days prior to the event. Balance in full is due the day of the event. Approved billings are due within thirty (30) days of receipt of invoice. Prices are subject to change prior to contract acceptance.

PAYMENTS

For approved billings, payments are payable in full according to the EMCC deposit policy, within thirty (30) days, before the beginning of a function or by other arrangements made as specified on the contract. Tax-exempt groups must provide EMCC with a letter of exemption with the remittance of the accepted contract. In the event the contract is signed in the name of a club, corporation, association, partnership, society, or other type of organization, the person signing represents that he/she has the authority of acceptance and assumes personal responsibility for the performance of the event.

FOOD SERVICE

EMCC must provide all food and beverage items. Menu selections, room requirements and all other arrangements must be received in writing two (2) weeks prior to the function date. No food or beverage items may be removed from any function.

BEVERAGE SERVICE

EMCC, as a licensee, is responsible for the administration of the sale and service of all alcoholic beverages in accordance with the California State Liquor Commissioner's regulations and or California statutes. EMCC must supply all alcoholic beverages. If the alcoholic beverages are to be served on the premises, we require such beverages to be dispensed only by servers and bartenders. The EMCC License requires EMCC to (1) request proper identification (photo ID) of anyone of the questionable age and refuse beverage services to persons either under the age or unable to produce proper identification, and (2) refuse alcoholic beverage services to any person, in the EMCC sole judgment who appears intoxicated.

RENTALS

All rental items; i.e. linen, tables, chairs, tents, etc.; will go through EMCC. No outside vendors will be allowed.

GUARANTEES

The Patron is required to notify EMCC of the exact number of guests (a.k.a. Guarantee Count) of all functions no later than ten (10) business days prior to the function in order to purchase and prepare the food and beverages and schedule the required staff to serve the function. This will be considered the **minimum** number of guests charged, even in the event that fewer than the guaranteed number attends. If no guarantee is provided, the most recent expected number provided by the contracting party will serve as the guarantee. You will be charged for the number guaranteed or the number of actual attendees, whichever is greater.

CANCELLATION

Upon contract acceptance and receipt of deposit, the committed function space is off the market. Cancellation of the contract less than thirty (30) days prior to the event date will result in the forfeiture of all payments made to EMCC at the time of cancellation. In addition, cancellation of the contract less than fifteen (15) days prior to the event date will result in a charge of fifty percent (50%) of all expected revenues as liquidated damages. A charge of one hundred percent (100%) of all expected revenues will be assessed as liquidated damage if the function is cancelled within one (1) week of the function date.

INCLEMENT WEATHER

EMCC does not have alternative function space for use in the event of inclement weather. However, EMCC will make every effort to accommodate the Patron. The Patron shall still be responsible for all amounts due.

ROOM ASSIGNED AND SET-UP FEES

EMCC reserves the right to assign function rooms according to the anticipated number of guests and the type of event, and also can reassign rooms according to fluctuations in the guest counts or event requirements. EMCC reserves the right to charge service fees where applicable for extraordinary or unusual requirements. Service charges will be charged where applicable. 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 Three hundred dollars (\$300.00) per hour for use of the facility after the allotted time (5 hours) for an event. If an event is scheduled for additional hours but additional time is not needed, the fee is non-refundable.

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