

FACILITIES RENTAL AGREEMENT

Tracy Golf and Country Club (**Club**) agrees to rent its Clubhouse to:

_____ (**Renter**)

on the terms and conditions set forth below. This Agreement is a binding contract between Club and Renter. Upon return of this signed Agreement and deposit fees to the Club office, **at least 45 days prior to the event date**, Renter may use the Clubhouse as follows:

Date	
Time	
Event	
No. of Guests	

TERMS AND CONDITIONS

1. **Available Days/Times/Guests:** Events may be held at the Clubhouse during the following times and for the following fees:
 - Tuesday through Friday, 10:00 am to 4:00 pm, 40 participants maximum, \$350.00 fee plus \$100.00 deposit. (Renter to provide cleaning supplies)
 - Friday, 4:00 pm to Midnight, 80 participants maximum, \$350.00 fee plus \$200.00 deposit. (Renter to provide cleaning supplies)
 - Saturday through Monday, 4:00 pm to Midnight, 80 participants maximum, \$350.00 fee plus \$200.00 deposit. (Renter to provide cleaning supplies)

2. **Fees/Cancellations:** All fees and deposits are due at least 45 days prior to the Event date. If Renter fails to pay required fees at least 45 days prior to event date, use of facility is not confirmed and shall be at the discretion of the Office Manager and Concession Contractor. Notwithstanding the above, the Club Board of Directors can cancel or change any rental contract or outside tournament contract at anytime, up to 21 days prior to event, based on conditions that arise due to Club and Member obligations for play not foreseen at the time of contract agreement, i.e. home and home play, special member tournaments, limited golf carts or lack of staff. Fees are refundable if an event is cancelled by the Club or Renter at least 21 days prior to the event date. Cancellations within 21 days are subject to a cancellation fee, as determined by the Office Manager and the Board of Directors.

3. **Food Service:** All Renters are required to use the Club Concession Contractor for Food Service at an Event, unless the Concession Contractor declines the Event. Fees for Food Service are determined by the Concession Contractor. If the Concession Contractor declines the event, the Renter may bring in outside food. Food Service does not include Bar Service. If the Renter uses an outside caterer, the outside caterer must provide the Club with a certificate of liability insurance naming the Club and its officers and directors as additional insured. The Renter must provide an additional \$50 deposit to use the Club kitchen itself or with an outside caterer. The kitchen must be cleaned

and left as it was found. Failure to clean or any damage to the kitchen is the responsibility of the renter. The deposit may be applied to cover cleaning or repairs and any sums not covered by the deposit must be promptly paid by the Renter.

3. **Bar Service:** Renters may request bar service through the Club for an additional fee of \$_____ per hour plus the cost of drinks at Club set prices. The Club will determine how many bartenders are required for each event on a case by case basis. No other alcohol is permitted on Club property without prior consent of the Club. Arrangements can be made for the Renter to bring in wine and champagne, subject to applicable corkage fees. Underage drinking is strictly prohibited on Club property. It is the Renter's responsibility to ensure that guests do not violate Club policy with respect to alcohol.

4. **Golf Course Use:** Clubhouse rental DOES NOT include use of any golf course areas. The Renter may make a special request for use of the golf course for an event. The request must be in writing and made to the Club Board of Directors at least 60 days in advance of the Event date. Additional fees will apply to use of the course as determined by the Board.

5. **Liability/Indemnity/Hold Harmless:** Renter shall leave the Clubhouse in the same condition after the event as it was prior to the event. Renter's deposit will be retained to cover the cost of any property damage or clean-up required as a result of the Event. However, the deposit is not a limit on liability. Renter is responsible for all damage to persons or property that occur at the Event or in connection with the event, or as a result of a violation of any of the terms and conditions of this Agreement. Renter will indemnify and hold harmless Club and its officers, directors, shareholders, successors and assigns from any liability whatsoever associated with the Event.

6. **Security:** The Club may require the Renter to provide contracted security for events on a case by case basis. The cost of the security is the sole responsibility of the Renter. Security is_____ / is not_____ required for this event.

PLEASE SIGN & RETURN WITH ALL APPLICABLE FEES.

RENTER: _____ DATE: _____

Contact Person for this Event: _____

SIGNATURE: _____

ADDRESS: _____

PHONE: Business _____ Home _____

TG&CC HOUSE COMMITTEE CHAIR: _____