



27 Bow Street, Plainville, MA 02762
508.316.0240
www.wentworthhillscountryclub.com

2013 OUTING CONTRACT

Dear Outing Coordinator:

Thank you for selecting Wentworth Hills Golf Club to host your golf outing. We are delighted to assist you in the details and planning to make this a successful event. The following reservation has been made for you:

Event Name:	
Event Day, Date:	
Client Company Address 1 Address 2 City, State, Zip	
Contact Name Telephone # Mobile # Email 1 Email 2	

Club Agent:	
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Event Type:	Golf and Banquet DATE _____
Minimum Billable Golfers	
EXPECTED NUMBER OF GOLFERS	
Golf Format:	
Time(s):	_____ TEE OFF _____ Meal
Deposit:	\$ _____
Golf & Cart \$	\$ _____
Service FEE \$	\$ _____
PRO SHOP \$	\$ _____
Banquet \$	\$ _____
TOTAL FEE PER PERSON	\$ _____
Critical Dates:	<ul style="list-style-type: none"> • 30 days out – finalize Event Menu • 14 days out – submit <u>guaranteed</u> number of golfers and meals • 7 days out – submit final guaranteed number of golfers (payment in full) golf and meals; request contest and prize setup • 5 days out – submit list of golf pairings
Event Menu:	TBA Prior to event.

Note – An 18% gratuity will be added to all food and beverage items as well as a 7% sales tax unless entity has tax-exempt status in Massachusetts with proper documentation.

All references to "**Client**" in this contract refer to you. All references to "**Club**" refer to us, Wentworth Hills Golf Club. As Client, please review the terms and conditions of this contract to be certain that it confirms our understanding of the event and the services required. This signed agreement will serve as the binding contract between both parties. Please sign and return one copy of this agreement, along with your deposit, as noted below. Please keep the additional copy of this agreement for your records.

The Club agrees to provide all food and beverages for this event in accordance with the Event Menu above. The Club is not obligated to serve any additional food or beverages except as agreed to in writing by Client and Club. Food and beverages may not be brought into or removed from Club by Client, guests, or any third party vendor. Massachusetts's law forbids the sale to or consumption of alcoholic beverages by anyone under the age of twenty-one (21). The Club will terminate any function that violates this law without refund to Client. The Club reserves the right to require proper identification of any attendee to determine each person's age. The Club reserves the right to refuse to serve alcohol to any person. It is the sole responsibility of Client to ensure that each attendee complies with all applicable rules, laws, and regulations governing the premises and/or pertaining to the sale and/or consumption of alcoholic beverages.

Golf Information

The Club requires a guaranteed minimum number of golfers fourteen (14) calendar days prior to your Event. This number may go up with reasonable advance notice and the Club will do its best to accommodate each additional golfer. The final guaranteed number of golfers and full payment for the event is due seven (7) calendar days prior to the Event Date. Should the Club not receive a timely updated guarantee, the original fourteen (14) day guarantee or the actual number of attendees, whichever is higher, will apply. This is the final number that you will be charged for, regardless of whether fewer golfers actually attend the Event. Full course shotgun events require a minimum of one hundred (100) players unless otherwise agreed. The Club reserves the right to allow other players on the golf course if the Client has a full or modified shotgun start with fewer than one hundred (100) golfers.

Some golf outings carry an absolute minimum number of billable golfers based on the date and time selected regardless of the format. If this is the case, your billable number of golfers will be _____.

All pairings must be provided to the Club a minimum of five (5) days prior to your Event with additional updates as necessary. The Club requires proper golf attire that excludes jeans, denim, tee shirts, and tank tops; collared shirts are required. Please see the Club Agent with any questions regarding these guidelines. The Club is a soft spike only facility.

The Club's Package Price is inclusive of cart fees (up to one hundred (100) players - then cart rental fees will be incurred), greens fees, scoring, practice putting green and range access, contest coordination, bag drop, personalized cart signs and personalized scorecards and range balls are an additional cost.

Pro Shop Merchandise and Outing Prizes

Your Package Price includes **\$5.00** per golfer for outing prizes, which will be applied in the form of gift certificates to be used exclusively for merchandise from our Golf Shop. The denomination of the gift certificates will be decided between the Client Contact and our Club Agent. Any additional prizes brought onto the premises for the use of raffles or hole contests is acceptable, but it is the responsibility of the Client Contact to maintain these during the Event. The Club has no responsibility for any items with regard to raffle prizes or hole contests. Any items or equipment not supplied by the Club and brought to the Club for use at the Event by the Client, guest, or a third party, are the responsibility of the Client. The Client shall be responsible for any and all loss, theft, and/or damage to such items or equipment. The Client fully releases and holds harmless the Club from any and all claims related to loss, theft, and/or damage to such items or equipment.

Rain Policy

The Greens Superintendent and General Manager of the Club, in their sole discretion, will determine on a daily basis whether the course is unplayable due to weather. In the event that the course is deemed unplayable, alternative date arrangements can be immediately made. If it is necessary to reschedule due to weather, the Client will be required to pay all golf related fees in advance. Additional fees may be incurred in the event that the Client reschedules on a different day of the week. Rain checks may be issued for a partially completed round, ***with food and beverage service continuing as scheduled***. **In the event of postponement or cancellation due to weather, the Client remains responsible for all scheduled food and beverage service as planned.**

For purposes of issuing rain checks, an average of five (5) completed holes is equal to nine (9) holes, while fourteen (14) completed holes is the equivalent of eighteen (18) holes. **Rain dates may not be reserved in advance, and will be scheduled only as needed.**

Liability and Responsibilities

The Club reserves the right to inspect and control all private Events. The Client and all attendees of the Event are jointly and severally liable for damages to the premises or equipment. Said charges may include penalties, interest, and attorney's fees. The Club is not responsible for personal property of the Client or Client's agents, employees or attendees.

Entertainment

Arrangements must be made in advance for any type of music, entertainment, photography or other outside vendor services. Third-party vendors must provide evidence of insurance with Wentworth Hills Golf Club named as an additional insured. The Club is not responsible for outside vendor's personal property and/or equipment. The Client is responsible for any and all damages or injury caused by those providing third-party services.

Decorations

The Client shall not affix anything to the walls, floors, furnishings or ceilings with nails, staples, carpet tape, hooks, screws, glue or any other unapproved substances. The Client is liable and responsible to reimburse the Club for any property damage or injury incurred as a result of Client's decor. Client is responsible for any items or equipment not supplied by the Club and brought to the Club by the Client, attendee, or third party for use at the Event. The Client is responsible for any and all injury, loss, theft, and/or damage to/from such items or equipment. The Client fully releases and holds harmless the Club from any and all claims related to injury, loss, theft, and/or damage to/from such items or equipment.

Special Services

The Club may assist the Client with recommendations for services not handled by the Club. However, the Client is responsible for contacting and making any and all arrangements directly with third party services not specifically outlined in this agreement. The Client and the Club must agree to any services requested of the Club, which are not clearly identified in this agreement. Applicable charges may be applied to any additional services rendered.

Lost and Found

The Club is not responsible for damage or loss of any items, articles, clothing, equipment, or merchandise left in the Club prior to or following your Event. Security arrangements should be made for any merchandise, equipment, articles or items set up prior to the scheduled Event and/or left unattended at anytime. Unclaimed items left on Club premises will be discarded after thirty (30) days.

Shipping

The Client is responsible for all arrangements and expenses of shipping materials to and from the Club. All items must be clearly marked with the Client's name, Event Date, number of boxes being shipped, and destination location. Items may be shipped to the Club three (3) days prior to the event.

Complimentary Foursome(s)

If the Guaranteed Minimum is met, the Club will issue one (1) certificate for a weekday foursome of golf. The Club will issue an additional one (1) certificate for a weekday foursome of golf, if there are no less than 100 paid attendees. Golf cart fees are not included and tee-times are subject to availability. Certificates may not be combined with any other offers.

Force Majeure

Neither the Club nor the Client shall be liable for delays or losses incurred by failure to perform hereunder in the event of circumstances beyond the party's reasonable control. Such circumstances may include, but are not limited to, acts of God, war, riot, terrorists, governmental action, fire, flood, or state of emergency. In such circumstances, whichever party is unable to perform its obligations must provide notice to the other party as promptly and reasonably as possible following

the onset of such events or circumstances. In the event that such Force Majeure affects the function, either party may cancel all outstanding portions of the function without incurring any charges provided, however, that the event is rescheduled and held in a reasonable amount of time based on the circumstances.

Range Balls

Range balls **are not** included in your Package Price. If you want to include this feature for your Event, contact the Club Agent.

Indemnification and Hold Harmless

The Client shall indemnify and hold harmless Wentworth Hills Golf Club, Wentworth Hills, LLC, Wentworth Hills Property Operator, LLC, Prospecting Hill Company, Inc., and all of their respective affiliates, officers, directors, partners, agents, members, managers, and employees from and against all demands, claims, damages to persons and property, losses, fines, penalties, cost of government permits associated with the Event and liabilities, including reasonable attorney's fees (collectively termed "Claims") arising out of or caused by the Client or his/her guests, invitees, third party vendors in connection with their use of the Club facilities. The Club shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims. The Club reserves the right to cancel a scheduled event if at anytime it is determined that the Client has misrepresented to Club its identity and/or the purpose of the Event. The Client has a responsibility to fully and fairly convey the nature and purpose of the Event to the Club at the time of booking. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall first use their best efforts to settle the dispute, claim questions or disagreement. To this affect, they shall consult and negotiate with each other in good faith and recognizing their mutual interest, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of sixty (60) days, then upon notice by either party to the other, all disputes, claims, questions or differences shall finally be settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

By execution hereof, Client and Club Agent and Club General Manager agree to the terms of this agreement.

SIGNATURES ON FOLLOWING PAGE

This agreement may be executed in counterpart.

Accepted and Agreed by:

Client: _____
Signature Date

Club Agent: _____
Signature Date

Club GM: _____
Signature Date



WENTWORTH HILLS

- GOLF CLUB -

27 Bow Street, Plainville, MA 02762

508.316.0240

www.WentworthHillsGC.com

GOLF OUTING HOUSE RULES

We want your experience at Wentworth Hills Golf Club to be the best that it can be. Please take note of certain rules that apply to all guests and visitors to our facility. We hope by advance notice of these rules any embarrassment can be avoided.

1. No metal spikes are allowed on the golf course; soft spikes only. All styles of soft spikes may not be available in the golf shop.
2. Proper golf attire is required. All golfers must wear collared shirts. Jeans and denim are not allowed on the premises.
3. Pace of play is important for everyone's enjoyment and to keep your event on schedule. Our guideline is 4½ hours.
4. The club is not responsible for loss or damage to the personal property of guests and visitors, including but not limited to golf clubs and vehicles. Please secure your personal property.
5. All beverages must be purchased from the Club. Patrons will not be permitted to bring in their own supplies. All alcohol not served by the Club will be confiscated and the offending person will be asked to leave the premises without refund.
6. Anyone under the age of twenty-one (21) is not permitted to receive service or drink alcohol on the premises in accordance with Massachusetts State Law and Club policy.

