

Special Event Contract

Event Type: _____

This Agreement (hereafter known as "The Agreement") is entered into by and between

(Hereafter known as "The Renter") and The Nakoma Golf Resort (Hereafter known as "Nakoma")

Contracting Party: _____

Name: _____

Mailing Address: _____

Email Address: _____

Phone: _____

Function Date: _____

Event Start Time: _____ Event End Time: _____

Approximate Number of Guests: _____

Venue Fee: _____ Deposit Received: _____

Nominated Event Liaison and Contact Details: _____

Person Responsible for Payment and Contact Details: _____

Date of Contract: _____

For additional information such as Inclusions in Venue Rental Fee, Optional Products and Service,
Menu Choices and Spa Packages, please see attached Items.



Available Venues and Times

The Nakoma Lodge is available year round. Outside venues are Spring, Summer & Autumn only, weather permitting.

Wigwam Room - Restaurant closure when applicable - 75 person minimum required to close the restaurant.

Dragon's Den

Lodge Patio / Lawn Area

Driving Range (4pm – 10pm only)

Events not to exceed 2am and Events later than 10pm by special arrangement only. Lodge areas can be combined for usage if desired – see venue rental fees.

Occupancy

Wigwam Room	100 Persons
Dragon's Den	40 Persons
Lodge Patio/Lawn Area	70 Persons
Driving Range	400 Persons Maximum

Venue Rental Fees

Wigwam Room	\$5,000 with restaurant closure high season (May 1- October 31) -\$3,000 other times
Dragon's Den	\$300
Lodge Patio /Lawn Area	\$300 - \$5,000 depending on numbers and requirements
Driving range	\$300 - \$5,000 depending on numbers and requirements

To add a wedding ceremony, please add \$1,000 high season, \$500 other time to above fees.

Venue Time Allotments

All venues are 5 hour allocations (6 hour allocation for wedding ceremonies). No refunds for reduced hour usage and additional time usages are charged per hour commensurate with circumstances (minimum \$250 per hour).

Deposit and Payment

- A 25% of venue fee deposit is required at time of booking with this signed contract. This payment is non-refundable. The remaining 75% of the venue fee is due 2 months prior to the event.
- A 25% deposit of the estimated food & beverage cost is due 2 months prior to the event.
- Deposits are applied to the final bill which is due by conclusion of the event on that day.
- Any outstanding fees incurred during the event not included in estimated costs must be paid and settled in full at the end of the event. No balances are to carry over past the days of the event.
- Please nominate your person for Event contact liaison and person responsible for payment on Contract page 1.
- Visa, MasterCard, American Express, Discover and cash are acceptable forms of payment. Company and personal check is acceptable only with prior management approval.

Cancellation

- All cancellations must be submitted in writing to the Nakoma Event Coordinator, and will not be agreed upon until signed by "Nakoma" and "The Renter".
- "Nakoma" reserves the right to cancel all or part of this agreement if deposit(s) are not received by the date(s) and amount(s) indicated.
- The 25% of the total venue fee is non-refundable. The remainder of a paid venue fee may only be refunded if the date can be re-sold to another party.
- Food and Beverage deposits are refundable in full only if cancellation notice is given 30 days prior to the event. For cancellations within 7 to 30 days prior to the event, 50% of that deposit is non-refundable. Cancellation within 7 days of the event entitles "Nakoma" to retain all the food and beverage deposit.

Food and Beverage

- All food and beverage costs are separate from the aforementioned venue rental fee and are an additional cost.
- In compliance with State Law, no hard liquor may be brought onto the property and premises from outside sources. Wine and champagne may be brought to the event only by prior arrangement with the Event Coordinator and is subject to a \$15 per 750ml bottle corkage fee.
- All persons consuming liquor must be legal age by state law.
- Visibly intoxicated persons will not be served alcohol and may be asked to leave the premises by the Management.



Tax and Service Charge

All food and beverage is subject to applicable taxes and a 20% service charge.

Guaranteed Minimum

"The Renter" agrees to furnish "Nakoma" with a minimum guest count 7 days prior to the event. If the number is not provided, the person nominated as responsible for payment is thus liable to pay for the "approximate number of guests" as set out in this agreement, or actual guest attendees, whichever is greater. The guaranteed minimum of guests specified is what the final bill will be assessed upon, even if they do not attend.

Insurance

You, "The Renter" must provide "Nakoma" with a copy of your Liability Insurance 14 days prior to the event date. Liability insurance is \$1,000,000 & can be obtained from your personal insurance agent. Event liability insurance can be obtained for the day of your event and added to your homeowners insurance. Many insurance companies offer special event coverage for a flat fee. Please speak with your insurance agent regarding these policies.

Music

Musical selections are to be discussed with the event coordinator well prior to the event. When planning for a band or other musical performance, please bear in mind that the music cannot interfere with play on the golf course, nor be a disturbance to the Gold Mountain homeowners.

Decorations and Signage

All decorations and signage must be discussed with the Event Coordinator well in advance of the Event. No confetti, glitter, birdseed or rice will be allowed. You may use string and tape to affix your decorations. Tacks, pins or nails may not be used. There will be an additional decorative fee if Nakoma employees are required to decorate for any portion of the Event. All decorations and items, either rented or belonging to "The Renter", must be cleaned up at the conclusion of the event, or by special arrangement with the Event Coordinator and no later than 8.00am the following day so not interfere with business.

Pets

There are no pets allowed on the Nakoma property with the exception of guide dogs for the disabled.

Smoking

Smoking is prohibited inside all Nakoma buildings, on the golf course and patio/lawn areas. Smoking is only allowed on a paved designated area and all smoking remains must be disposed of properly.

Conduct

"The Renter" agrees to conduct the function in an orderly manner in full compliance with all applicable laws, regulations and Nakoma Golf Resort rules. The Renter assumes full responsibility for the conduct of all persons in attendance and for any damages, loss or liability therein. "Nakoma" and its Owners reserve the right to refuse patronage and service of any Renter and guest(s) if they do not comply accordingly. "Nakoma" and its Owners also reserve the right to terminate any event and thus forfeiture of fees paid, if there is non-compliance with the applicable rules and regulations.

Compliance with the Law

This agreement is subject to all applicable federal, state and local laws, including health and safety codes, alcoholic beverage control laws, disability laws and the like. The parties agree to cooperate with each other to ensure compliance with such laws.

Impossibility

"Nakoma" and its Owners shall not be held liable for failure to carry out the function due to fire, electrical failure, an act of God or any other condition beyond reasonable control.

Indemnification

"The Renter" hereby indemnifies and holds harmless the Owner, Nakoma Associates, LP of the Nakoma Golf Resort, their employees, agents, heirs, successors and assigns from any and all damages, actions, suits, claims or other costs (including reasonable attorney fees) arising out of or in connection with any damage to the property or any injury caused to any person (including death) caused by "The Renter's" use of "Nakoma" property. This includes any acts or omissions on the part of The Renter, their employees, officers, directors, independent contractors, guests, invitees, contractors or other agents. "The Renter" shall immediately notify "Nakoma" of any damage or injury of which they have knowledge in, to, or near the property, regardless of cause of such damage or injury.



Entire Agreement

This agreement constitutes the entire agreement between "Nakoma" and "The Renter" effective the date and year listed above and supersedes any prior understanding or representation preceding the date of this agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this agreement.

Attorney's Fees

If any action or proceeding arising out of or relating to this agreement is brought by either party to this agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted the reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Severability

If any part of this agreement is found to be invalid for any reason by a court of competent jurisdiction, then the remaining portions of the Agreement shall remain in full force and effect.

Controlling Law

Regardless of where this Agreement is executed, this Agreement shall be governed and interpreted under California law.

I UNDERSTAND AND WILL COMPLY WITH ALL THE ABOVE TERMS AND AGREEMENTS.

Renter's Signature DATE _____

Nakoma's Representative DATE _____