



## The Golf Courses of Kenton County Golf Course Outing Reservation / Agreement

The Golf Courses of Kenton County, hereinafter referred to as KCGC or the Facility, and the undersigned agree as follows:

### **DEPOSIT & CONFIRMATION**

Confirmation of the Outing will occur only upon receipt of a signed Agreement and a \$250.00 deposit by KCGC. The deposit will be credited to the group account upon payment at the beginning of the Outing. If the deposit, along with this signed Agreement is not received within 14 days of presentment of this Agreement to the undersigned, KCGC is released from any and all obligations under this Agreement.

### **GUARANTEES**

An estimated count (estimated number of Guests) must be established 30 days prior to the scheduled Outing date. A guaranteed minimum number is required at least fourteen (14) days prior to the Outing date, and will be the minimum count used for tournament billing. If no count is given, the number of Guests listed on the contract is the guaranteed number. If the number of actual Guests is less than the guaranteed number of Guests, the group will be required to pay all fees, as outlined in this agreement, for the guaranteed number of Guests. The Facility reserves the right to accommodate more than the guaranteed number of Guests, based on availability, and at the sole discretion of The Facility.

### **PAYMENT**

Final payment of all fees is due and must be paid before play commences and must be paid by cash, credit card or company check (no personal checks accepted). In case the number of actual Guests is different than the guaranteed number of Guests, the group will be required to pay for the greater of a) the actual number of Guests or b) the guaranteed number of Guests.

### **CANCELLATION**

Any cancellations must be given to the Facility in writing no less than 30 days prior to the event and all deposits will be retained by the Facility. The Facility Management, at its sole discretion and for any reason including, but not limited to, inclement weather, reserves the right to delay, alter location of any outdoor function, or cancel and/or reschedule the event. If the golf course is deemed "Open for Play", all contracted fees will be assessed based on the Guaranteed Number of Participants. In the event that Facility Management determines the course has become "Closed for Play" for the remainder of the day after beginning the tournament, an equitable adjustment will be made, in accordance with the established Rain Check Policy of the Facility, however the food and beverage portion of this agreement will remain in full effect.

### **REFUSAL OF PRIVILEGE**

The Facility shall reserve the right to refuse golf course privileges to anyone who is judged to be in violation of the established rules and regulations of the Facility and to cause same to be removed from the Course.

### **EVENT SPONSORS LIABILITY**

The undersigned group and its representatives are responsible for all Guests, including their attire, use and care of golf course and all other facilities and equipment, including golf carts, as set forth in the Facility's Rules and Regulations. Further, the tournament group and chairperson agrees to be held liable for any damages to persons, the golf course, equipment, carts or facilities caused by the tournament, its Guests or any third parties, and any damage to the above will result in the tournament group and chairperson being billed for said damages.

### **GOLF**

The undersigned does not have exclusive use of the facilities, unless agreed upon with Facility Management in advance. All players must use motorized golf carts. All golf cart operators MUST have a valid Driver's License. No more than two participants are allowed in a golf cart at any one time. Golf carts must remain on golf course property, and non-golfers must keep carts on cart paths at all time. The outing will assume all responsibility and be charged accordingly for any damage occurring while the golf carts are in

their possession. Proper golf attire is required. No unsuitable clothing, as determined by the Facility Management, will be permitted on the course. Non-metal spiked golf shoes or non-heeled, non-spiked sports shoes are required. Each player must have his/her own golf clubs and golf bag. The Facility is not responsible for items left on property during or following the Event.

**FOOD & BEVERAGE**

All Food & Beverage menus must be finalized with Facility staff a minimum of 14 days prior to the function. All Food & Beverage will be charged 6% tax and 15% service charge. No outside or donated food, beverage, or alcohol may be brought to the Facility or course, unless written approval is granted by Facility Management. If it is brought in without approval, a charge of up to \$1,000.00 may be added to the account. Only employees of the Facility are permitted to drive and serve on beverage carts

No individual under the age of 21 may consume alcoholic beverages. We reserve the right to refuse service to anyone, at the sole discretion of Facility staff. Operation of golf carts by anyone who is intoxicated is strictly prohibited. If you should choose to provide complimentary alcoholic beverages for your guests, you will be asked to sign a contract assuming payment and responsibility. Only employees of Facility may serve and/or distribute any and all alcoholic beverages.

Type of Outing:	18-Hole	Tee Times	Pioneer
GOLF AND CART		\$ 23	
PRO SHOP CREDIT		\$ 0	
FOOD&BEVERAGE		\$ 0	
TAX**		\$ 0	
GRATUITY**		\$ 0	
TOTAL PER PERSON		\$ 23	

*\*Prize Fund is per person and will be returned to you in merch. and/or gift certificates for your event.  
\*\*All Food & Beverage will incur a 6% sales tax and 15% gratuity.*

Northern Kentucky Invitational		August 3 <sup>rd</sup> , 2020, Monday		
Outing Group Name/Client		Outing Date/Day of Week		
7:30 am	60			
Preferred Starting Time	Number of Players	Tax Exempt # (Must Attach Copy of Certificate of Exemption Issued by State)		
Joe Deters		joe.deters@boone.kyschools.us		
Outing Representative's Name	Daytime Phone Number	Evening Phone Number	Email Address	
Outing Representative's Mailing Address	Street	City	State	Zip

**LIMITATION OF LIABILITY**

KCGC and Kenton County will not be liable for any lost profits or for any indirect, incidental, consequential, punitive or other special damages suffered by the Group arising out of or related to this Agreement. In no event shall the total cumulative liability of KCGC and Kenton County in connection with the Agreement from all causes of action of any kind (including tort, contract negligence, strict liability, breach warranty and fundamental breach) exceed the total amount paid by the Group to The Golf Courses of Kenton County under this Agreement.

**INDEMNIFICATION**

The Group will defend, indemnify and hold KCGC and Kenton County and/or affiliated companies and officers, directors employees, agents, consultants, representatives and attorneys of all foregoing and their respective heirs, executors, administrators, successors and assigns (collectively, "the Facility") harmless from and against any or all losses, damages, claims, costs, suits, actions, judgments, liability and expenses including responsible counsel fees and expense resulting from or arising out of any claim to personal injury or death resulting from services the Facility shall render. This indemnity shall survive any termination of the agreement

BY MY SIGNATURE BELOW, I UNDERSTAND AND AGREE TO ALL STATEMENTS AND REQUIREMENTS LISTED ABOVE:

Group Name: \_\_\_\_\_

Outing Representative	\$250	Date
Golf Course Representative	Deposit	Date

PLEASE COMPLETE ALL ABOVE INFORMATION

Questions? Please Call David Peru at (859) 371-3200 or email dperu@kentoncountygolf.com