

# Boone Links Golf and Event Center

## 2022 Golf Outing Contract



Russell Gartner, PGA  
Director of Golf Operations

859-371-7550 Email: [rgartner@boonecountky.org](mailto:rgartner@boonecountky.org)

Name of Organization: Cooper High School - Jaguar Football Program - 2022 Golf Outing		
Address: 2855 Longbranch Road		
City: Union	State: Kentucky	Zip Code: 41091
Day of week of Outing (Monday-Sunday): Saturday		Date of Outing: 05/21/2022
Name of Chairperson: Randy Borchers/Sam Carlotta/Shayne Beckett	Cellular Telephone # : 859.394.4026 (Randy)	Alternate Telephone # : 859.240.2216 (Sam)
Approximate number of players in outing: 120	Exact number of players in outing must be reported 10 days in advance for weekend, and 7 days for weekday outings.	
<b><u>PLEASE RETURN YOUR CONTRACT ASAP! THIS GUARANTEES YOUR DATE!</u></b>		
Green Fee \$31.00	Riding Cart \$14.00	Total per Player \$45.00
Outing Stipulations:		\$ 5400.00
<ul style="list-style-type: none"> <li>Groups with 32 players or more are required to submit a non-refundable deposit of \$250 within 15 days of booking</li> <li>The balance of Greens fees and Cart fees must be paid 5 days in advance for final number of players.</li> <li>Advance payment may be in the form of cash, check, or credit card.</li> <li>Failure to meet these requirements could result in cancellation of the outing.</li> <li>Shotgun starts available Weekdays before 9:30 a.m - Weekends at 1:30 p.m with a <u>minimum</u> of 100 golfers.</li> <li>No Refunds (Except if inclement weather, your money will be returned to you on the day of the outing.)</li> <li>For cart signs, a typed pairings sheet and proximity marker request is required 5 days in advance.</li> <li>Boone Links Golf and Event Center can seat up to 240 guests indoors and is strictly <b>Non-smoking</b>.</li> <li>Boone Links Golf and Event Center must provide all Food and Beverages for your event.</li> <li>Full Catering and Special Event Menus can be viewed via the <u>Dining</u> link at <a href="http://www.boonecountygolf.com">www.boonecountygolf.com</a></li> </ul>		
Chairperson Signature agreeing to above outing stipulations:  X , Randy Borchers		Date:  03/07/2022
<b><u>Directions:</u></b> Southbound I-75 to exit 181, Florence/Burlington exit, turn right and go 2.2 miles to Oakbrook Drive, turn left on Oakbrook Drive, go to the 3 <sup>rd</sup> stop sign on Oakbrook Drive and turn left, then proceed straight ahead to the Clubhouse.		

# GolfLink Terms of Use

By using the Site (as defined below) and/or becoming a member of GolfLink, you agree to abide by these Terms of Use and the Privacy Policy, located here, which is incorporated by this reference. Together with the Privacy Policy, this Terms of Use is an enforceable agreement between you and LoveToKnow Corp. ("Company" "we" "us" "GolfLink.com" or "GolfLink") and is hereinafter referred to as the "Terms". The Terms are updated from time to time so please check back for changes that may impact you. The Terms apply to the website located golfLink.com and any of our affiliated websites. By continuing to use the Site after we post any such changes, you accept the Terms, as modified.

You may now, in the future and/or as a condition to accessing certain of our other services, be presented with other terms of use. In such cases, you will be asked to expressly consent to these terms, for example, by checking a box or clicking on a button marked "I agree." This type of agreement is known as a "click-through" agreement. If any of the terms of the click-through agreement are different than the terms of these Terms, the terms of the click-through agreement will supplement or amend these Terms but only with respect to the matters governed by the "click-through" agreement.

## 1. Basic Definitions

GolfLink website ("Site") is a subscription service that provides professional golf tips and instruction articles, comprehensive coverage of golf courses and golf resorts and reviews of new golfing products and equipment ("Content"). Only registered members ("Members") have access to certain of our services, such as to receive emails, newsletters, offers, to enter contests and other promotions and to submit user-created content such as discussion group postings, customer reviews, comments, pictures, score cards and the like. The Site and Content are the wholly-owned, copyrighted property of LoveToKnow Corp. ("Company"), and are subject to U.S. and international copyright protection laws, trade dress, moral rights, and other intellectual property rights. The copying, redistribution, use or publication by you of any part of the Site and/or Content, except as expressly set forth herein, is strictly prohibited. All right, title and interest in and to the Site and Content are and will remain the exclusive property of us and our licensors. GolfLink is a trademark of LoveToKnow Corp. You may not use any trademark and/or service mark appearing on our Site without our prior written consent.

## 2. Warning about User-Created Content and Links to Third Party Websites

- a. We are sometimes a passive conduit for the information that users submit. We will not review every submission a user may make. Errors may appear on the Site from time to time. Some content that you may find on the Site was not created, edited, or posted by us (for example, customer reviews, comments, pictures, discussion group postings and score cards). This content represents the views of third party contributors and is not endorsed by us. We do not guarantee the accuracy of any third party contribution.
- b. We may from time to time provide links to third-party websites including, without limitation, advertisers and merchants. These websites and the parties that control them are not under our control. We make no representations as to the content, quality, suitability, functionality or legality of any sites to which we may provide links, and you hereby waive any claim you might have against us with respect to such sites and their operators. You may order services or merchandise through links on the Site from persons not affiliated with us. All matters concerning such merchandise or services, including, without limitation, purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and the merchants with whom you choose to do business. We make no warranties or representations whatsoever with regard to any goods or

services provided by those merchants. We are not, nor will we be deemed to be, nor will you consider us to be, a party to such transactions, whether or not we may have received some form of remuneration in connection with the transaction. We will not be liable for any costs or damages arising out of any transaction (whether directly or indirectly) between you and any other person or entity.

### **3. Permitted Use of the Site**

- a. All Members may use the Site to browse and search during their period of active membership. Some Content is also available for searching and browsing to prospective members. Crawlers, spiders, programmable scripts or other automated technologies may not be used to browse, search or download images.
- b. You may use the Site only for the purposes expressly set forth on the Site and in these Terms. Any other use of the Site is prohibited. If there is a conflict between any statement on the Site and any provision of these Terms, the provision of these Terms will apply.
- c. Your exploitation of the Site is strictly prohibited, except as expressly set forth herein.
- d. Notwithstanding any other provision of these Terms, You must not: (i) access or use the Site for any purpose that is unlawful; (ii) access or use the Site for any purpose that is not expressly permitted by the Site or this Agreement; (iii) access or use the Site in any manner that could damage, disable, overburden, or impair any Company computer system, server, or network; (iv) access or use the Site in any manner that interferes with any other person's access or use of the Site; (v) attempt to gain unauthorized access on the Site, other accounts, or any Company computer system, server, or network; or (vi) access or use materials or information through any means not intentionally made available by Company.
- e. Notwithstanding any other provision of this Agreement, you must ensure that your use and access of the Site complies with all applicable laws and regulations.
- f. The Site is not intended to be used by persons under the age of 18. You represent and warrant that you are at least 18 years of age. If you are not at least 18 years of age, you must not access or use the Site.
- g. The Site is not directed to collecting data from European citizens. You represent and warrant that you are not a European citizen. If you are a European citizen, you must not access or use the Site.

### **4. Registration**

- a. During the registration process, you must select a password. The information that you supply during the registration must be accurate and complete. Further, you will not register under the name of another person or company. You are responsible for the actions that you or anyone else takes through your password, and you must maintain the confidentiality of your password. If you believe that there has been an unauthorized use of your account, please contact us at: [customerservice@golflink.com](mailto:customerservice@golflink.com).
- b. You agree not to use the Site to send or submit materials:
  - i. that are false, inaccurate or misleading;
  - ii. that are libelous, threatening or harassing;
  - iii. that are obscene or contain any kind of pornography;
  - iv. that interfere with the ability of others to enjoy the Site;
  - v. that are fraudulent or involve the sale of counterfeit or stolen items;
  - vi. that instigates or encourages others to commit illegal activities or cause injury or property damage to any person;
  - vii. that infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
  - viii. that might create liability for us or might cause us to lose (in whole or in part) the services of our Internet service providers or other suppliers;
  - ix. that impersonate any other person or entity, whether actual or fictitious, including impersonating an employee or consultant of the Company;
  - x. that link to or include descriptions of goods or services that: (A) are prohibited under these Terms; or (B) you do not have a right to link to or include;
  - xi. that violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination and false advertising);
  - xii. that contain any content that you do not have the right to make available under any law or any contractual or fiduciary relationship (such as inside information and confidential information learned under a non-disclosure agreement); or
  - xiii. that contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- c. We reserve the right for ourselves and our agents to edit or delete any user-created content for any or no reason whatsoever.

- d. IF YOU SEND UNSOLICITED COMMERCIAL EMAIL OR ADVERTISING, BULK EMAIL, SPAM, OR CHAIN LETTERS (COLLECTIVELY, "UNSOLICITED EMAIL OR OTHER COMMUNICATION") THROUGH THE SITE, YOU ACKNOWLEDGE THAT YOU WILL HAVE CAUSED SUBSTANTIAL HARM TO THE SITE, BUT THAT THE AMOUNT OF THE HARM WOULD BE EXTREMELY DIFFICULT TO ASCERTAIN. AS A REASONABLE ESTIMATION OF SUCH HARM, YOU WILL PAY US \$40 FOR EACH SUCH UNSOLICITED EMAIL OR OTHER COMMUNICATION.

5. **Our Use of Your Materials**

By submitting material to or through the Site, or through GolfLink.com campaigns & contests on the Site or on our social media channels, you grant us and our partners, agents, affiliates and service providers (collectively, "Affiliates"), the non-exclusive right to reproduce, modify and distribute such material as we see fit for any purpose in any form, media, or technology now known or later developed. We and our Affiliates may identify you as the author of any of your postings by name, email address or screen name as we deem appropriate. You also permit any other user to access, display, and print such content.

6.

7. **Registration and Renewals**

Members may register for one (1) year. Memberships will automatically renew at the end of the initial registration period or any renewal period unless auto-renewal has been disabled. Each renewal term will be the same duration as the initial term. To disable auto-renewal, log in to your account; follow the link "Click here for more information on how to disable auto-renewal." and click the button to disable auto-renewal. If you are unable to disable auto-renewal, contact us at customerservice@golflink.com.

8. **Content Rights**

We hereby grant you the limited, revocable, non-transferable, non-sublicenseable license, under the rights we have in the Content, to view and use the Site solely for the purpose of acquiring information in accordance with the Agreement. As between you and us, we retain all right, title, and interest in and to the Site. Except as provided in this Agreement, permission to reprint or electronically reproduce any content in whole or in part for any other purpose is expressly prohibited. The Site and all content contained therein is protected by copyright and intellectual property rights under both United States and foreign laws and all rights not expressly granted are reserved by us, our affiliates, and our partners. Subject to applicable law, we reserve the right to suspend or deny, in our sole discretion, your access to all or any portion of the Site with or without notice.

9. **Rights and Access Privileges Do Not Transfer**

Golflink Members are not allowed to transfer, share, trade, or sell their membership unless by express written permission of LoveToKnow Corp. Each membership shall be uniquely associated with one person and that person alone shall have Site access rights.

10. **Linking and Framing**

- a. You may link to the Site to allow others access to the Site, provided that the link does not state or imply any sponsorship or endorsement of your site by us.
- b. You may not in-line link to any of the content on our Site, or incorporate into any other website or service, any of the content on the Site without our prior written consent.

11. **Notices of Claimed Infringement**

- a. If you believe that any material found on the Site has been used in a manner that constitutes infringement of your copyrighted work, please send us a notice that includes the following information:
  - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works at that site.
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- iv. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- b. Company's designated agent for notice of alleged copyright infringement appearing on the Site is: Debbie Vasen, LoveToKnow Corp., 1275 US Highway 1 Unit 2 - 6084, Vero Beach, FL 32960-4706, admin@lovetoknow.com.

## **12. LIMITATION OF WARRANTY AND LIABILITY**

- a. LOVETOKNOW CORP. MAKES NO WARRANTIES AS TO THE FITNESS, CORRECTNESS, RELIABILITY, OR MERCHANTABILITY OF THE CONTENT OR SITE FOR A PARTICULAR PURPOSE. LOVETOKNOW CORP. PROVIDES NO ASSURANCES OR WARRANTIES THAT THE SITE OR CONTENT WILL BE FREE FROM ERRORS, OMISSIONS, INCOMPATIBILITIES, INTERRUPTIONS, OR VIRUSES OR OTHER RISKS COMMONLY ASSOCIATED WITH THE USE OF COMPUTERS, SOFTWARE OR THE INTERNET. LOVETOKNOW CORP. HAS NO OBLIGATION TO SERVICE OR REMEDY ANY ASPECT OF THE SITE OR THE CONTENT; AND HAS NO OBLIGATION TO ASSUME THE COSTS OF REPAIRS OR SERVICE TO USERS' HARDWARE, SOFTWARE, OR OTHER EQUIPMENT IN THE EVENT OF ANY CLAIMS OF DAMAGES.
- b. IN NO EVENT WILL LOVETOKNOW CORP., ITS OFFICERS, DIRECTORS, AFFILIATES, OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, ECONOMIC, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SITE OR CONTENT, EVEN IF LOVETOKNOW CORP. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. THE CONTENT MAY CONTAIN INFORMATION RELATING TO HAZARDOUS ACTIVITY. WE ARE NOT RESPONSIBLE FOR HARM TO PERSONS OR PROPERTY THAT RESULTS FROM YOUR USE OF THE SITE INCLUDING, WITHOUT LIMITATION, USE OF THE CONTENT.

## **13. Jurisdiction**

The Site is controlled and operated by LoveToKnow Corp. from the state of Florida in the United States of America. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws. These Terms constitute an agreement made in, and to be construed in accordance with the laws of, the state of Florida without regard to its conflict of law provisions. By using the Site, you consent to the exclusive jurisdiction of the state and federal courts in the county of Indian River, Florida, in all disputes arising out of or relating to this agreement or any of the Site. Any cause of action or claim you may bring in connection with the Site, including without limitation any Content, must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. In any dispute between us and you relating to the Site, the prevailing party will be entitled to attorneys' fees, costs and expenses. You agree to accept legal process via electronic mail, and you will be considered to have received such process when sent by us via electronic mail, whether or not received by you. You must keep your address current and any legal process sent by us to an email address that you have provided to us will be considered effective service.

## **14. Termination and Survival of Certain Provisions**

- a. If we, in our sole discretion, believe that you have failed to abide by these Terms in any way, we may terminate this agreement and discontinue, change, suspend, restrict and/or prohibit your access and/or use of the Site, without liability to you and/or any third party. We may also terminate this agreement and prohibit you from accessing or using the site if: (i) you have engaged in activities that may harm or damage the reputation, rights, person, or property of the Site, our users or any other person; (ii) requested by law enforcement or other governmental

agencies; or (iii) your account has extended periods of inactivity. No action or omission by Company will be deemed to be a waiver of any right or remedy provided under these Terms or under applicable law. Without limiting the generality of the foregoing, we may seek legal remedies necessary to protect our copyrights and other intellectual property.

- b. In the event that this agreement terminates, the following sections survive termination: 1, 2, 5, 11, 12, 13, 14 and 15.

**15. Miscellaneous**

- a. In the event that any provision of these Terms conflicts with the law under which these Terms is to be construed or if any provision is held invalid by a court with jurisdiction over the parties to these Terms, such provision will be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of these Terms will remain in full force and effect.
- b. If either party fails to insist upon or enforce strict performance by the other party of any provision of these Terms, or to exercise any right under these Terms, such a failure will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance.
- c. These Terms constitute the entire understanding between the parties as to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter.
- d. These Terms are personal to you and you may not transfer, assign or delegate them to anyone without our express written permission. Any attempt by you to assign, transfer or delegate these Terms without our express written permission will be null and void. We have the right to transfer, assign and delegate these Terms to one or more third parties without your permission.

If you have any concerns or questions about our Terms, please contact us at [customerservice@golflink.com](mailto:customerservice@golflink.com)