TOPGOLF EVENTS

Golf Team End of Year Outing - Chris Mallory - 11/19/2023

YOUR EVENT VENUE: Topgolf Louisville

301 Oxmoor Lane, Louisville, Kentucky

⊘ EVENT DETAILS

Guest Count: 12 Date: Sunday, November 19, 2023 Time: 3:30 PM - 5:30 PM Event Status: Working

JR

B TOPGOLF CONTACT

Lindsey Williams lindsey.williams@topgolf.com (214) 377-0630 Title: Inside Sales Consultant

EVENT CONTACT

Chris Mallory chrisjmallory@gmail.com 5026643796 Title:

Additional Terms and Conditions found at <u>www.topgolf.com/</u> eventterms

EVENT OVERVIEW

Gameplay

Client Initials:

PRODUCT NAME	QTY	UNIT PRICE	UOM	TIME	TOTAL
Youth Gameplay - Two (2) Hours	2	USD 60.00	Per Bay	3:30 PM - 5:30 PM	USD 120.00

The price is per bay. Each golf bay accommodates up to 6 players.

Food & Beverage Selection(s)

PRODUCT NAME	QTY	UNIT PRICE	UOM	TIME	TOTAL
Youth Burgers & Dogs - serves 6	2	USD 135.00	Each	4:00 PM	USD 270.00

Cheeseburger sliders + mini chicken corndogs + tater tots + fruit + ranch + honey mustard + pickles + fountain NA beverages with take-home cup

Enhancements

PRODUCT NAME	QTY	UNIT PRICE	UOM	TIME	TOTAL
Live Leaderboard (per bay)	2	USD 20.00	Per Bay	3:30 PM - 5:30 PM	USD 40.00

Live automated leaderboards track top scores from each guest and games played and display them right in your bay TVs, bringing all the event bays together for fun and competition!

EVENT NOTES

- 1 Youth Platter per bay
- Soft drinks included in souvenir take home cups
- 2 Hours of Gameplay in 2 Topgolf Bays Max of 6 players and 2 guests per bay
- Lifetime Memberships and Live Leaderboards included

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- Cakes must be brought from store or bakery and have a list of ingredients on outside of sealed container
- Please refer to your event agreement for a full list of terms and conditions

FOOD ALLERGY NOTICE - Please be advised that food prepared at this facility may contain these ingredients: milk, eggs, wheat, soybean, peanuts, tree nuts, fish, and shellfish. Please notify Topgolf if you are allergic to any products. Topgolf cannot guarantee that any of our products are allergy-free.

BILLING SUMMARY

Subtotal	Taxes	Service Charge	Admin Fee	Total Charges	
USD 430.00	USD 30.48	USD 58.50	USD 19.50	USD 538.48	

PAYMENT SUMMARY

Subtotal	0.00
Total Payments	USD 0.00
Total Outstanding Balance	USD 538.48

Jason Radford, Superintenden 11.14.23 **Inside Sales Consultant** 11.15.23

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TOPGOLF TERMS AND CONDITIONS

This Event Agreement between Topgolf and the Client named above is made subject to the Event Agreement Terms & Conditions listed below.

EVENT CONFIRMATION & CHARGES

• USD 134.62 deposit and a signed Event Agreement required to confirm the event.

• Deposit may be paid by credit card, cash, company check payable to Topgolf (if approved by Topgolf), or ACH payments. ACH payments must be received five (5) days prior to the event date.. Subject to Topgolf's prior written approval, corporate events may also pay by company check payable to Topgolf.

• All rentals, food and beverage are subject to applicable prevailing tax rates.

• Food, beverage, and select rentals are subject to a mandatory 15.00% service charge and a 5.00% administrative fee. The 15.00% service charge will be distributed to the team members assigned to your event and neither the service charge nor the administrative fee are property of the employee. Service Charge and/or Admin Fee is subject to tax when applicable.

• When two or fewer bays are contracted as the sole event space, gratuity is not included in the total amount and is based on your discretion the day of the event (excludes kid's and teen packages).

• All events are subject to a revenue minimum spend prior to applicable taxes, service charges, and outside vendor fees.

FINAL GUEST COUNT

• Final guest count must be confirmed at least seven (7) days prior to the event. Guest count decreases will not be accepted after this deadline.

• Once confirmed, Expected (planned) guest count may only be reduced by 20%, if submitted more than 7 days prior to the Event.

• Guest count cannot be reduced below the guest minimum required for event.

• Guest count increases within 72 hours of the event or additional guests on the day of the event will be accommodated if possible based on availability, and a \$10 per person surcharge along with other applicable per person charges will be applied to final balance. Guests not included in this per person charge will not be allowed into the event area.

FOOD & BEVERAGE

• No outside food or beverages allowed except for store bought cakes which must be in a sealed container with the ingredients clearly labeled.

• Event Catering quantities are pre-portioned and served based on the final guest count provided seven (7) days prior to the event. Event Catering does not provide unlimited or all-you-can-eat servings. Based on availability, catering may be replenished the day of your event for an additional fee. Not all menu items are available to add-on at the time of the event.

• All Events are required to meet a revenue minimum prior to tax and administrative fee. Only food and beverage purchased at Topgolf may be consumed on site.

• If the food and beverage purchased during the Event time does not amount to the minimum spend the Client will be responsible for the difference at the conclusion of the Event.

• Event food and beverage cannot be packaged "to-go" and must be consumed on-site.

- Due to health code regulations, Client's catering package may be displayed for 90 minutes and cannot be taken home.
- Unused drink tickets are non-refundable.
- All catered menus have a minimum of 12 Guests.

EVENT TIME & SPACE

- All events are a minimum of two (2) hours.
- Event shall begin and end at the contracted times.

• Topgolf will hold event space for 15 minutes past the contracted start time. Should no guests arrive within this time Topgolf reserves the right to release the space.

• Extension of the event space is subject to space availability and additional charges will apply.

• Specific bays are not guaranteed unless otherwise noted on this Event Agreement for full-floor buyouts and groups that purchase the rental of an Event room.

• Topgolf reserves the right to reassign or substitute the Client's reserved event space to a comparable space to accommodate both the Client and all other guests using Topgolf's facilities.

FINAL PAYMENT

• Final payment equal to the Total Outstanding Charges as set forth in this Event Agreement less deposit paid is due in full three (3) business days prior to your event.

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Final Payment may be paid by credit card, cash, company check payable to Topgolf (if approved by Topgolf), or ACH payments.
ACH payments must be received five (5) days prior to the event date.. Subject to Topgolf's prior written approval, corporate events may also pay by company check payable to Topgolf. ACH payments must be received five (5) business days prior the event date.
If final payment is not received within three (3) business days prior to the event, Topgolf reserves the right to cancel the event and

retain the deposit. Topgolf does not retain credit cards on file.

• When two or fewer bays are contracted as the sole event space, the final balance will be due the day of the event (excludes kid's and teen packages).

• Any additional charges on the day of the event must be paid in full at the conclusion of the event.

• Topgolf does not retain credit cards on file.

EVENT REFUND, CANCELLATION & RESCHEDULE POLICY

• Cancellation/Reschedule within 7 Days prior to the start of the event: Topgolf will retain 100% of funds paid to date and 100% of the total contracted event will be forfeited.

• Cancellation/Reschedule 8-30 Days from the event date: Topgolf will retain 100% of funds paid to date. 50% of the total contracted event will be forfeited. The remaining amount on file may be used as an event credit for a future event of greater or equal value that takes place within (12) months from the original event date.

• Cancellation/Reschedule 31+ Days from the event date: Topgolf will transfer 100% of payment on file for rescheduled events to be used as a credit for an event that takes place within (12) months from the original event date – or – for non-rescheduled events, 25% of the funds paid to date will be forfeited and 75% of the remaining amount will be refunded.

• This cancellation policy remains in effect regardless of the weather on the day of the scheduled event as Topgolf can be played regardless of the weather conditions, except for any force majeure event.

EVENT CREDITS

• Event credits unused within (12) months from the original event date will be forfeited.

• Event credits used towards a rescheduled event shall expire upon reschedule and will not be available for use if the event requires an additional rescheduling.

ALCOHOLIC BEVERAGES

• Topgolf reserves the right to inspect the identification of any person.

• Topgolf will fully comply with all alcoholic beverage control laws including, without limitation: (i) requesting proper legal identification of any person of questionable age; (ii) refusing service of any alcoholic beverages to any person or persons who are underage or cannot produce, upon request, proper identification, in Topgolf's sole and absolute discretion; (iii) refusing service of any alcoholic beverage to any person or persons, who, in Topgolf's sole and absolute discretion, appears to be intoxicated or under the influence of mind altering substance; and (iv) carrying liquor liability insurance as required by applicable law.

• If minors attending the Event are observed consuming alcoholic beverages on the Facility premises, Topgolf, in its sole and absolute discretion, shall have the right to remove the minor from the premises and immediately terminate the Event without further obligation to the Client or any of the guests of the Event.