|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Tournament Name |  | | | | | Tournament Date | | | | | |  | | |
| Format |  | | | | | Tee | | | | | |  | | |
| Number of Players |  | | | | | Entry Fee | | | | | |  | | |
| Start Time |  | | | | | Check-in Time (Shotgun) | | | | | |  | | |
| Tournament Chairperson |  | | | | | | | | | | | | | |
| Chairperson Phone |  | | | | | Chairperson Fax | | | | |  | | | |
| Chairperson Email |  | | | | | | | | | | | | | |
| Chairperson Address |  | | | | | | | | | | | | | |
| City |  | | | | | State | | |  | | Zip | |  | |
| Golf Package | $ | | Standard golf package includes greens fees and cart | | | | | | | | | | | |
| Prize Fund | $ | | | | | Per player minimum | | | | | $ | | | |
| Hole in One Provided by |  | | | | | Tee Prize | | | | |  | | | |
| Long Drive |  | | | | | KP |  | | | | | | | |
| Food & Beverage | Breakfast | 🞏 | | | Lunch | | | 🞏 | | Dinner | | | | 🞏 |
| Catering Vendor |  | | | | | | | | Cost | | $ | | | |
| Beverage Stands |  | | | Beverage Cart Driver | | | | |  | | | | | |
| Menu |  | | | | | | | | | | | | | |
| Set up by Volunteers | * Check in / Banners / Pairings / Raffle Table Setup * Player Information to Salmon Run | | | | | | | | | | | | | |
| Set up by Salmon Run | * Cart placards with name of tournament * Carts will be parked at the clubhouse for participant check out | | | | | | | | | | | | | |

**(AGREEMENT ISSUE DATE)**

**This is a contract agreement between Salmon Run Golf Course (“Salmon Run”) and {Tournament Chairperson} (“Group”) for the tournament outlined above.**

Group and Salmon Run agree as follows:

These arrangements will be a definite commitment upon signing of this agreement (the “Agreement”) by both parties.

However, between now and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless both parties have agreed upon and fully executed this Agreement, should another group request the dates and be in a position to sign an agreement immediately with Salmon Run, we will advise Group, and Group will have **three (3)** business days to sign this Agreement and confirm the arrangements on a definite basis or Salmon Run may at its option enter into an agreement with another group or individual.

If this Agreement is not fully executed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Tournament may be automatically released.

**Fees:** Fees include greens fees, cart rental, prizes and additional items and events as outlined herein. Also includes use of the Occasion Hall building and patio, adjacent lawn area (up to 3 hours after tournament), setup and cleanup, sound system including microphone, tables, chairs and linens.

Any additional meeting space requested will be provided based upon availability at prevailing rates. The Occasion Hall will be made available for decorating and setup based on your needs and space availability.

**Catering:** Catering and dinnerware are not included with the rental fees. Due to licensing requirements and for quality control, all outside catering providers must provide proof of insurance and licensure no later than two (2) weeks prior to the tournament date. Salmon Run kitchen facilities are not available.

**Beer, Wine and Liquor**: Per OLCC license requirements, all beer and liquor must be purchased from Salmon Run. Outside wine and champagne can be served by Salmon Run. A $5.00 per bottle corkage fee will apply. Except as outlined herein, no outside beverages are permitted on the property. No outside coolers are allowed on the golf course. **TOURNAMENT CHAIRPERSON IS RESPONSIBLE TO MAKE PARTICIPANTS AWARE OF THIS POLICY AND ENSURE NO OUTSIDE ALCOHOLIC BEVERAGES ARE CONSUMED ANYWHERE ON THE PROPERTY.** Violations can result in Salmon Run losing its liquor license.

**Deposit: A non-refundable deposit of ($\_\_\_\_\_\_\_) is due within thirty (30) days of Agreement signing date (\_\_\_\_\_\_, 20\_\_\_).** The tournament Chairperson is responsible for providing a final player count to Salmon run at least one week prior to the Tournament date. This count determines the fee balance, which is due prior to the start of the tournament. Final counts can be adjusted up to the day of the tournament by 20%.

Salmon Run will have the option to cancel this Agreement without liability in the event of Group’s failure to pay any deposit and other payments when due. Group will owe applicable cancellation damages in such event.

**Payment:**  Group will pay the fees due according the deposit schedule outlined in this agreement.  Any additional amounts accrued during the tournament will be charged at departure.  Any amounts not paid at departure will accrue interest at 1.5% per month from the tournament completion date.  Group must notify Salmon Run of any disputes within five (5) business days of tournament completion date or disputes will be considered waived.

**Cancellation:** If Group cancels this Agreement, Group will provide written notice to Salmon Run. The deposit is non-refundable subject to rebooking the Tournament for the same date(s) with a similar size group. If the Tournament is rebooked, Salmon Run, at its sole discretion, may return a portion of the deposit less an administrative fee.

The Parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Salmon Run and factor in Salmon run’s ability to mitigate its losses through resale.

**Use of Salmon Run Golf Course and Occasion Hall:** To protect the safety and security of all Salmon Run guests and property, Group will obtain Salmon Run’s advance approval before using items on the property and in the Occasion Hall that could create noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Group will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Salmon Run as a result of such activity, such as resetting smoke or fire alarms or unusual clean-up costs. No fireworks or open flames permitted on the property.

**Security:** Salmon Run provides marshals on the course for safety and speed of play. Salmon Run does not provide security for the tournament or on golf course property and all personal property left on the property is at the sole risk of the owner. Group will advise its attendees that they are responsible for safekeeping of their personal property. Salmon Run may reasonably require Group to retain security personnel in order to safeguard guests or property at Salmon Run. Security personnel are not authorized to carry firearms without advance Salmon Run approval.

**Laws and Policies:** Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Salmon Run rules and policies. Group will be responsible for providing its disabled members with auxiliary aids in connection with any tournament activities. Upon Group’s reasonable request, Salmon Run will cooperate with Group to provide services on behalf of Group’s disabled attendees.

**Confidential Information:** Group and Salmon Run will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the “Privacy” provision above; or (3) information that is left or discarded in event rooms or public space.

**Insurance:** Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

**Indemnification:** Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members or participants when acting within the scope of their employment or agency. Neither party will be liable for punitive damages.

**Dispute Resolution:** The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Salmon Run is located. The law of the state in which Salmon Run is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys’ fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys’ fees and interest associated with the other party’s efforts to collect monies owed under this Agreement.

**Force Majeure:** If acts of God or government authorities, natural disasters, or other emergencies beyond a party’s reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

**Notice:** Any notice required or permitted by the terms of this Agreement must be in writing.

**Assignment:** Group may not assign or delegate its rights or duties under this Agreement without Salmon Run’s prior approval.

**Severability:** If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

**Waiver:** If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Salmon Run and Group.

**Accepted and Agreed**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **(Tournament Name)** | | |  | **Salmon Run Golf Course** | | |
| By: | |  |  | By: | |  |
|  | (Tournament Chairperson) | |  |  | Val Early, General Manager | |
| Date: | |  |  | Date: | |  |