

2021 TOURNAMENT CONTRACT

Group Golf Play Agreement

Tournament Date: _____ Day of Week: _____

Group Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ E-mail: _____

Event Director: _____ Cell Phone: _____

Main Contact (if not Director): _____ Cell Phone: _____

Person Authorized to Control Bar Tab: _____ Cell Phone: _____

Start Time Tournament: _____ **Start Time: Lunch** _____ **Dinner** _____

Start Type, Circle One: Tee Time or Shotgun (min. 80 players)

Number of Golfers: _____ @ \$ _____ per golfer.

Anticipated # Lunches: _____ Lunch Start Time: _____ Duration: _____

Anticipated # Dinners: _____ Dinner Start Time: _____ Duration: _____

Tax Exempt, Circle One (Yes / No): If yes, must provide NYS-119.1 Form prior to Event. If not provided prior to Event date, applicable NYS Sales Tax will be charged.

Do you **Anticipate using Donated Product(s) Yes / No** (please circle one) If yes, please list details below and provide documentation verifying donation prior to Event.

General Overview (Drink stations, details for donated product(s), catering partner, anticipated number of gift tables - we have a limited number of tables available, general set-up, etc.).

DEPOSITS:

Two deposits are required from the group for a total of **\$1500.00**

#1) \$500.00* Upon Signing of Agreement

Payment received by (Diamond Hawk Rep name): _____ Date: _____ Payment method: _____

#2) \$1,000.00* Due no later than 30 days prior to date of Event.

Payment received by (Diamond Hawk Rep name): _____ Date: _____ Payment method: _____

GUARANTEED NUMBER OF ATTENDEES:

Diamond Hawk requires a minimum guaranteed number of attendees ten (10) days prior to event for both the number of golfers and the number of lunches and/or dinners.

To be completed by Diamond Hawk representative when minimum number of attendees is given by group representative:

	Minimum Guaranteed Number of Attendees QUANTITY	Date Recorded	Group Representative Name Supplying Quantity	Diamond Hawk Representative Name
GOLFERS				
DINNER				
LUNCH				

STATEMENT OF AGREEMENT

This Group Golf Play Agreement ("Agreement") is made by and between Diamond Hawk Golf Course and group/organization per group name recorded on page 1 ("Group"). In consideration of the foregoing premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Payments

Payment is due in full the day of the Event in the form of cash, check, money order, or credit card (unless specific prior arrangements have been made at least 7 days prior to the Event). If additional golfers above the contracted number play in the tournament, all resulting fees are due and payable prior to the start of the tournament. If requested by Golf Course, Group agrees to provide a valid credit card number to be retained in the Group's Event file to be used if unforeseen damages occur to equipment or Diamond Hawk property and golf carts and/or if excessive cleaning/trash removal is needed anywhere on the premises resulting from the Event. A \$300 late fee will be assessed if Invoice is not paid in full on day of Event (unless prior arrangements have been made at least 7 days prior to the Event), and an additional \$300 late fee will be assessed for each 7 calendar days any part of the invoice amount due remains unpaid past the date of the Event. Payment document(s) returned by a financial institution (NSF) will each be subject to a \$40 service fee.

2. Cancellations and Changes

Cancellations may only be made in writing (certified mail or email, a fax is NOT accepted as notice) to the Golf Course. If the Group cancels its booking thirty (30) days or more prior to the Event, there will be no cancellation fee, but the Group shall forfeit its entire deposit. If the Group cancels its booking less than 30 days prior to the Event, the Group shall pay a cancellation fee equal to 100% of the above-listed golf fees for the number of contracted golfers. Cancellation fees shall only apply to those members of the Group who do not play at the scheduled tee time and shall not apply to any members of the Group who do play as scheduled.

3. Minimum Required Attendees:

Diamond Hawk requires a minimum guaranteed number of attendees ten (10) days prior to Event for both the number of Golfers and the number of lunches and/or dinners. The Group will be charged for the guaranteed numbers (golf and meals) or any guest over the guaranteed figure. Diamond Hawk will plan, order product, set for, and serve your minimum guaranteed number of attendees (no adjustments for less than guaranteed number) and charge accordingly. If attendance is greater than the previously guaranteed number of guests, Group will be responsible for the total number served. Diamond Hawk can accommodate 10% over the guaranteed number of guests. Additional charges for additional attendees will be included and due with final payment.

If the number falls below the minimum number of players for a scheduled Tournament, the Group will be responsible for full payment for the contracted minimum number of players regardless of Notice given to the Golf Course.

4. Food and Beverage

Group acknowledges and agrees that food from off-premises to be brought onto or consumed on the golf course is not allowed unless otherwise agreed to prior to the Event. Removal of food and/or beverages from a Diamond Hawk Event/Tournament function is not permitted.

All alcoholic beverages must be provided by Golf Course (or properly documented if donated product) and must be served by Golf Course staff.

At least one Beverage Cart (maximum 2) will be available in all Tournaments to sell beverages to golfers. Tournaments can run a bar tab or individual golfers may purchase their own drinks. If donated beverages are to be used, a \$75/cart rental fee will be charged, and Diamond Hawk staff on beverage cart will distribute donated beverages. Documentation verifying donation of beer and wine must be provided three (3) days prior to Event.

Important: Before the Group accepts Beer and/or Wine (no other liquor) as a donated product, please discuss with Diamond Hawk management.

Buffet item amounts are prepared accordingly per the number of participants with a typical food service per individual. Larger portions can be made available for an additional charge.

5. Pop-Up Tents

Use of tents by Group or vendor sponsors must be arranged prior to Event, including number of tents and proposed location(s). Tents used by Group or vendor sponsors must be set up and removed by the party that brought them onto the premises.

6. Use of Golf Course by Group

The use of the Golf Course by the Group shall be in common with passholders of the Golf Course, guests, and the public. The use of the Golf Course is subject to reasonable rules and regulations endorsed by Diamond Hawk, as amended from time to time, which include, but are not limited to rain-out policies, cart use rules, single tee and double tee starting policies, portable coolers, dress codes, locker room usage rules, playing rules and current Rules and Policies of Course play and conduct. Diamond Hawk may deny playing rights to any individual Group member for failure to comply with course rules and regulations.



- (a) Rain-out Refund Policy. The course must be deemed unplayable (i.e., standing water on greens/fairways or lightning in the area) to be designated a 'rain-out' and does not apply simply to 'rain'. Group members shall receive a rain-out refund based upon Golf Course's prevailing rain-out policies. Diamond Hawk's rain-out policy provides that if a rain-out occurs after the entire field of Group golfers has completed more than nine (9) holes, the Group's tournament is deemed completed and no refund shall be given. If the entire field has completed less than nine (9) holes prior to a designated rain-out, the Group shall have the option to either (i) reschedule to play a new eighteen (18) hole round at a price equal to one-half of the then current Greens Fee and Cart Fee for the Group; or (ii) accept a prorated refund amount of the total Greens Fee and Cart Fee paid by the Group based upon the average number of holes the Group had played prior to the rain-out. Golf Course closings will be made at Diamond Hawk's sole discretion. Every effort will be made to play and complete the golf Event.

A "rain-out" on the day of the Event will not in any way affect the service of food and beverages for the guaranteed number of tournament attendees. Said food/beverages will be served as originally contracted between Group and Diamond Hawk Golf Course. If advance notice is possible, prior to the day of Event, Group can (1) have service as originally contracted OR (2) re-schedule food service for another day.

- (b) Format Restrictions. Minimum 80 players for Shotgun Start. 50 to 79 players: Modified Shotgun or Tee Times.
(c) Starting Times: Monday – Friday 9:30am or as arranged. Saturdays and Sundays 1:00pm or as arranged.

7. Force Majeure

If the performance of Diamond Hawk Golf Course's obligations hereunder is prevented or delayed due to any law, rule, regulation or other action (including condemnation action) adopted or taken by any federal, state or local government authority or by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages, including water shortages, power outage or failure of supply of materials, labor, fuel, power equipment, supplies or transportation, or by any other cause not reasonably within the control of Diamond Hawk, then Diamond Hawk shall be excused and released from performance to the extent such performance is so limited or prevented by such occurrence without liability of any kind.

8. Responsibility for Damage

The Group and/or relevant individual member thereof, will be responsible for any damage to the golf course, the golf carts, rest rooms and the facility that are a direct or indirect result of this Event. The charges for all damage will include but not be limited to: parts and labor to restore the damaged property and/or replacement costs.

9. Miscellaneous

- Registration: Diamond Hawk will provide a table with which to check in each participant. It is the duty of the Group to provide sufficient staff to manage the registration table and check in each golfer. Assigned staff should arrive at least two (2) hours before the scheduled start to handle last minute arrangements and prepare the registration area. Group is to provide supplies and signage for their Event.
- Participant Check-In: Participants should check in at the registration table at least forty-five (45) minutes prior to their scheduled start in a tee time Event, and one (1) hour prior to the starting time of a shot-gun Event.
- Set up of Dining Room: arrangement of tables (serving/seating, gift and food service) to be determined by Diamond Hawk management. If a particular arrangement is desired, please contact Diamond Hawk 2 weeks prior to Event date.
- Use of drones, bottle rockets, firecrackers, fireworks or any other in-air object is strictly prohibited. No firearms or weapons are allowed on property.
- Dress Code: Proper golf attire, collared shirts and soft spikes are required. Diamond Hawk management reserves the right to define appropriate attire for each event.
- Clubs: Each player is required to have their own golf bag and set of clubs.
- Disorderly Conduct: All golfers are expected to conduct themselves in a civilized manner in accordance with USGA rules of etiquette and conduct. Disorderly conduct will not be tolerated; disorderly participants will be asked to leave the premises.
- All alcohol must be purchased through Diamond Hawk (excluding verified donated product and/or pre-arranged individual or vendor-dispensed samples) and must be served by Diamond Hawk staff. An outside vendor for alcoholic beverages is regulated by their own liquor license. If outside alcohol is found on the premises, it will be removed.
- Tax Exempt Status: Tax Exempt Organizations must present all proper and applicable certificates at time of signing contract to hold a Tournament at Diamond Hawk. A NYS ST-119.1 form is required prior to the Event date. If not provided prior, the Event will be charged the applicable NYS sales tax which will be due with payment of the Event invoice.

10. Contract Basics

- (a) Entire Agreement. This Contract represents the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties. All communications are to be between the Group's Event Director, and Diamond Hawk's management. It is recommended all Event details be in writing to avoid misconceptions that could result from verbal discussions with/between multiple individuals.
- (b) Amendments. The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to this Agreement.



- (c) Governing Law. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the applicable laws of New York State without regard to principles of conflicts of laws.
- (d) Enforcement Costs: If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- (e) If any part of this Agreement/Contract is proven illegal, it shall not affect the remaining balance of the Agreement/Contract terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above. As Group Representative, I have read and understand this Contract and agree to the terms. Any question I have has been discussed and answered to my satisfaction.

This will certify that I am of legal age and have full authority to execute this Tournament Contract on behalf of the Group. My signature below will bind the above-named Group to this Event and any/all charges associated with the Event.

GROUP CONTACT NAME (Print)

GROUP CONTACT SIGNATURE

_____ **Date** _____

DIAMOND HAWK GOLF COURSE (Print)

DIAMOND HAWK GOLF COURSE (Course Representative)

_____ **Date** _____

Diamond Hawk Golf Course Welcomes the Opportunity to Host Your Golf Tournament.

We will work with you on all aspects of your event to ensure its success.
Please feel free to contact us with any questions or concerns you may have.

**DIAMOND HAWK GOLF COURSE
DIRECTOR OF GOLF OPERATIONS**

Fredric Zillner
255 Sonwil Drive
Cheektowaga, NY 14225
(716) 651-0700, Ext. 7
FZillner@diamonhdawkgolf.com

