

The Golf Club at Eagle Pointe

Bloomington's Resort Destination

Our picturesque setting steps from Lake Monroe provides a wonderful opportunity to enjoy a great day with friends, associates, and family members. We offer, as a part of our menu of services, an 18-hole championship golf course, practice range and short game area, banquet facilities for that special occasion, our beautiful outdoor patio, and clubhouse which includes a fully stocked golf shop and area dedicated to a quality food and beverage service. In addition, we feature PGA instruction, club fitting, club repair, corporate clinics, ladies only clinics and junior golf programs. The Golf Club at Eagle Pointe offers the finest amenities for all your outing needs. Under the direction of the Cohoat & O'Neal Management Corporation, The Golf Club at Eagle Pointe is committed to making your outing a successful experience for you and your group.

The Golf Club at Eagle Pointe is your 2021 golf destination!

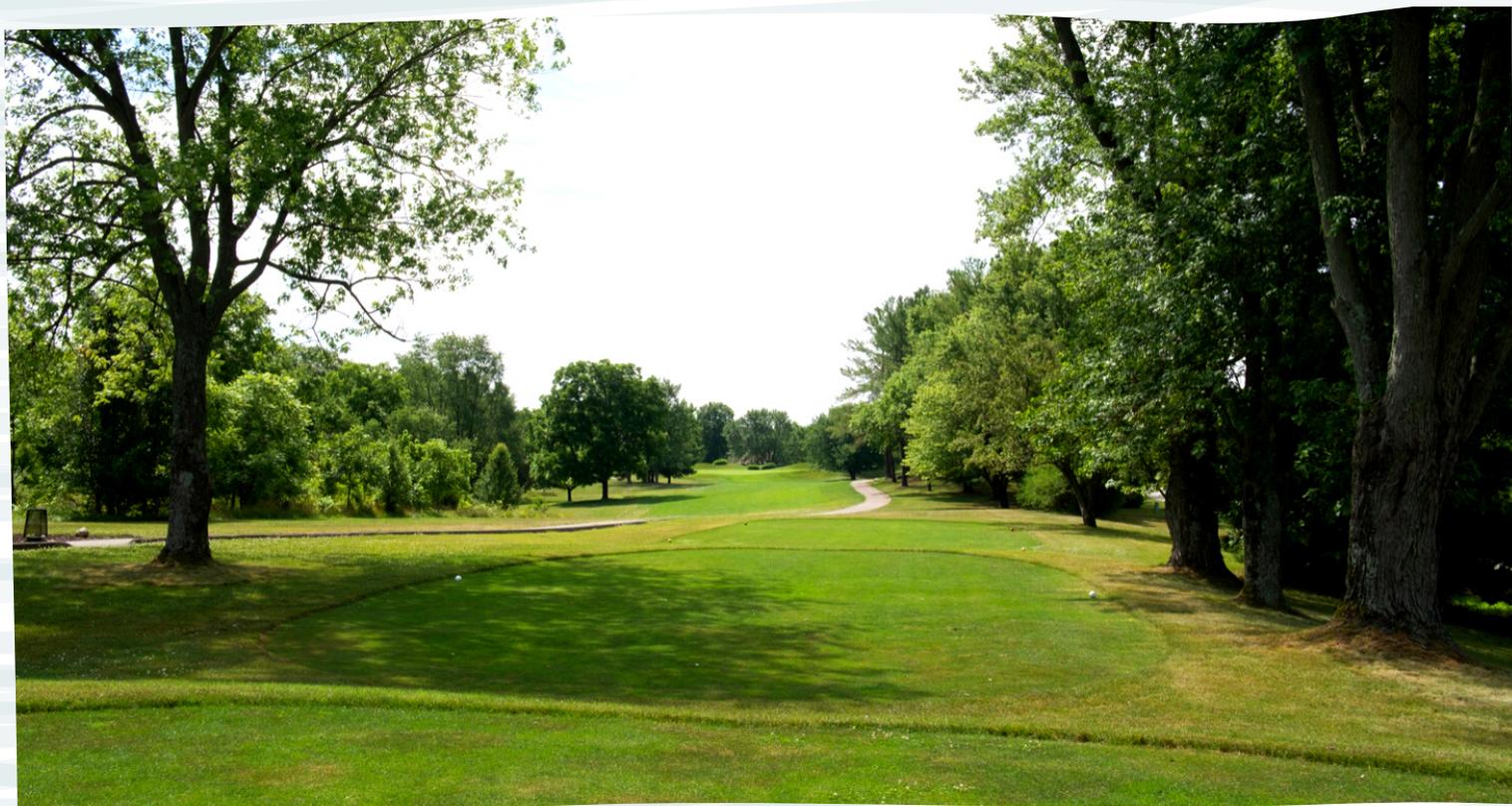


Tournament & Outing Guide

We require all golf outings to utilize Sahn's Clubhouse for their food and beverage needs. The Golf Club at Eagle Pointe provides pricing options based on the number of participants, day of week, and time of your event. All packages include the services described below, green fee, golf cart, range, and a \$8.00 prize fee per player in the EP Golf Shop to be used as a merchandise prize fund. Food and beverage costs will be an additional fee to the outing price sheet.

- Package includes:**
- Golf Outing Consultation
 - Staffed Bag Drop
 - Driving Range Use
 - Customized Rule Sheets
 - Special Contest Proximity Signs
 - Complete Golf Cart Staging
 - Participant Names on Golf Carts
 - Computerized Score Cards
 - Player Staging Sheets
 - Event Scoring
 - Registration Table

New for 2021! Golf genius real-time score updates, live leaderboard throughout clubhouse and pavilion, user friendly app, more interactive tournament feel, follow along with others in the field, helps pace of play, saves time with instant results.



Golf Outing Contract

The Golf Club at Eagle Pointe

Group / Company Name: _____

Contact person: _____

Phone: _____

Email: _____

Address: _____

City: _____

Zip: _____

Outing name: _____

Outing date: _____

Committee arrival time: _____

Golf start time: _____

Number of players: _____

See terms and conditions if extra carts are needed.

Registration start time: _____

Number of registration tables: _____

Total proxies: _____

Event format: _____

Course markers: _____

Longest drive holes (M): _____

Longest drive holes (W): _____

Closest to the pin holes: #4 [] #11 [] #14 [] #17 []

Longest putt hole: _____

Other: _____

Prize breakdown: _____

Signature: _____

Date: _____

Notes: _____

Golf Outing Contract

Terms & Conditions

This agreement is made between The Golf Club at Eagle Pointe (hereinafter referred to as "Club") and the undersigned (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information in which they provided above. In the event that the information provided by Group materially changes or is incorrect, then this Agreement may be terminated or modified by Club.

PLEASE READ AND INITIAL EACH LINE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND THE FOLLOWING TERMS AND CONDITIONS

___PAIRINGS: In order to adequately prepare for the event, Club requires that pairings be submitted no later than two days prior to the outing. Club staff will make every attempt to accommodate all pairing changes made on the day of the outing, but last minute changes may not be reflected in the posted pairing information, personalized scorecards, and cart signs. Please provide pairings in typewritten form to ensure attendee names are spelled correctly.

___GOLF POLICIES: Proper golf attire is required which includes collared shirts, non-metal spikes, and slacks or shorts. Denim is not permitted.

___EXTRA GOLF CARTS: If your group requires additional carts there is a minimum order of 10 carts. The fee is \$40 per cart.

___OUTING MINIMUMS and GOLF COURSE EXCLUSIVITY: Group is required to pay Club the full guaranteed amount. Group is required to pay all amounts exceeding the guaranteed amount. Guaranteed amount is based on the final headcount given to the Club seven (7) days prior to the event. Once inside the window of 7 days, the final headcount number cannot be decreased. If Group has less than 72 players, Club may sell starting times to the membership or general public before or after the start of the event. With the exception of the banquet room (and any other portion of the Club reserved for the outing) the Club will remain open to the membership and general public throughout all golf outings.

___GUARANTEE: All outings require a final player count seven (7) days prior to the outing. Additions to the guaranteed number will be accepted on a space available basis. Guarantees of attendance are not subject to reduction and Club will charge Group, at a minimum, the amount due in accordance with the guaranteed attendance. If guarantee is not received, the contracted number of guests or revenue minimum will be used as a guarantee.

___INCLEMENT WEATHER: Dangerous weather may temporarily suspend play. However, total cancellation of an outing will only occur if Club staff deems the course to be unplayable and unlikely to return to a playable status in a reasonable time to complete the entire outing. Club will make every effort to ensure the outing is played as scheduled. If Club initiates the cancellation of a golf outing due to conditions outlined above, the outing host understands and agrees that the outing fee as outlined within this agreement will still apply. Additionally, should less than 9 holes of golf be completed due to cancellation by Club, rain-check certificates equivalent to the amount of golf not played by each participant will be provided to the outing host.

___FOOD & BEVERAGE: We require all food & beverage to go through Sahn's Clubhouse and Catering. If Group brings donated products, there will be associated fees to those items at price per player.

___DEPOSIT: Club requires a \$750 deposit due upon signing of the contract. Final payment of your remaining balance is due seven (7) days following your event.

___CANCELLATION POLICY: Group agrees that if it cancels this Agreement for any reason, the Club will suffer damages. Signature to 180 days prior to outing (25% of anticipated revenue), 179 days to 120 days prior to outing (50% of anticipated revenue), 119-60 days prior to outing (75% of the total anticipated revenue), and 59 days to the day of the outing (100% of anticipated revenue). Cancellation fee and any related taxes are payable within seven (7) days of the date of cancellation. Deposits paid by the Group will be applied against the Cancellation Fee owed.

___DAMAGES & LOSSES: Group shall be responsible for all damages and losses caused to Club employees or property; or to third persons or their property by Group, its guests or invitees. Group assumes all such liability and expense and agrees that, in addition to any other rights as against such guests or others; Club may charge Group's Master Account or directly bill Group for charges.

___INSURANCE: Group agrees that it has procured sufficient insurance to cover the loss of all property of Group and its attendees and invites as well as all liability associated with the event. Group waives any claims under Club's insurance policy for the loss of Group's property or the property of any of its attendees or invites.

___INDEMNIFICATION & HOLD HARMLESS: Group agrees to defend, indemnify, and hold harmless Club, its owner and affiliates, and each of their respective shareholders, directors, officers, employees, agents, and representatives from and against all claims, actions, causes of action, liabilities, costs and expenses, including without limitation reasonable attorneys' fees.

___OUTSIDE CONTRACTORS: If Group finds it necessary to use outside services, companies, firms, agencies, individuals, and groups hired by or on behalf of Group shall be subject to prior written approval of Club. If Group uses outside contractors, any such contractor must provide Club with evidence of their commercial general liability insurance policy with limits equal to those required of Group. Group bears responsibility for the payment of any charges incurred at Club by its contractors.

___ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.

___MISCELLANEOUS: The person signing this Agreement on behalf of Group warrants that he/she is authorized to bind the Group. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid.

___COMPLIANCE WITH LAWS: Group shall comply with all Federal, State, and local laws, rules and regulations with respect to their activities while on Club property, including obtaining permits required for activities during the outing. Club may require proof of such compliance prior to the outing. Club relies upon Group's attendance projections in reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety, and fire codes. Club reserves the right, in its sole discretion, to take any and all actions it deems necessary to cause the outing to be in compliance with all laws, rules and regulations, including without limitation, (1) closing the outing, (2) requiring certain guests leave the outing, (3) restricting access to the outing, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the outing. Such actions of Club shall be without penalty and Group shall remain liable for all obligations under this Agreement.

___NO ASSIGNMENT: Group may not assign or transfer this Agreement or any part thereof without the written consent of Club.

___RIGHT OF INSPECTION/ENTRY: Club will have the right to enter and inspect all functions. If Club observes any activity which it determines, in its sole discretion, may be illegal or inappropriate, or that may result in harm to persons or objects, Club has the right to immediately cancel the outing, in which case all of Group's guests and invitees must immediately vacate the premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

Client Signature: _____ Date: _____
Club Signature: _____ Date: _____