

2023 Golf Outing Package and Contract

Welcome to the New York Country Club

At New York Country Club, we have everything you need to host a memorable golf outing. Whether you're interested in a lavish corporate affair, a sponsored fundraiser for a worthy cause or simply a friendly social gathering among friends, our flexible and accommodating professional staff will go above and beyond to create a custom-tailored event that will thoroughly satisfy the entertainment needs of your golf enthusiasts. Voted by Golf Digest as one of the "Best Places to Play", you'll find our course has some of the most challenging greens on the East Coast, as well as the entertainment facilities to cater to corporate and social events of any size.

From comprehensive tournament set-ups that will surely impress, to golf clinics and contests that will keep your guests entertained and engaged, New York Country Club is committed to providing exemplary services to our clients – a standard of service that sets us apart in this competitive industry. We meticulously maintain our luxurious facilities for the enjoyment of our clients so you can be assured your event will make the right impression with fine dining and beverage services that satisfy while keeping your company in awe on our outdoor terrace — which includes a breathtaking view of the Manhattan skyline. Your guests will enjoy warming up at our all-grass practice area, visiting our fully equipped Pro-Shop, honing their skills on our driving ranges or getting lessons from our renowned Golf Professionals. Whatever your outing needs, our highly-experienced professional staff will work side-by-side with you to make sure that your event is just as you intended and more.

I would like to invite you into the New York Country Club to experience for yourself why our venue is the perfect choice for your next outing.

Garret Hirsch

Director of Golf New York Country Club Phone: 845.362.5800 ext. 1113 garret@nycountryclub.com

103 Brick Church Road, New Hempstead, NY 10977 Phone: 845.362.5800 Fax: 845.362.6012 Email: <u>outings@nycountryclub.com</u>, <u>www.nycountryclub.com</u>



Outing Options

All options include 18 holes of golf with cart

- 1. Modified Shotgun:
- All golfers start at the same time spaced over a partial number of holes.
- Public golfers are still allowed as availability permits.
- Requires a <u>minimum of:</u>
 80 Golfers, Monday Friday
- 2. Full Shotgun:
- All golfers start at the same time spaced over the entire course
- **3.** Tee Time Golf Events:
- Golfers play in consecutive tee times

Tee-Off Times

Shotgun start times are 9:00am or 1:00pm. Tee-off times in between are allowed at NYCC Management discretion only.

Greens Fees

Please contact the Director of Golf for Player Pricing

108 golfers required for Full Shotgun

Inquire about Double Shotguns if your outing has 160+ golfers

Outing Services

1.	BAG DROP SERVICES:	Our Bag Drop attendants will assist your guests —taking their clubs from their car and placing them on the golf cart at the time of their arrival. Each golf cart will be prepared with the event name, hole assignment, scorecard, and tees. Upon completion of the round, our attendants will then clean your guests' clubs and place them in their vehicles.
2.	SIGNAGE PLACEMENT	Includes tee sponsor signs, tournament signs and banners. NYCC's golf staff will install any required tee signs on the course and remove them after golf at no charge. Same-day signage assembly will incur an additional fee . Signs must be taken immediately upon completion of the event, and can be picked up no later than noon of the day following the event; those remaining will be discarded. Please inquire about sign storage fees .
3.	DRIVING RANGE & Practice Facilities	NYCC has a practice area which includes a putting green, a short game area that includes a practice bunker and a driving range (no drivers). Range balls are available 1 hour prior to tee-off.
4.	CONTEST AND SCORING SERVICES	NYCC offers complimentary standard group scoring for scrambles and shambles. We will pick up all contest signs and organize winners and scores on one page. See next page for other scoring options.
5.	GOLF PAIRINGS	 A completed player list and groupings are required at least two (2) days prior to event. You may email, fax or drop off the list at our Pro-shop. Hole assignments will then be determined. If you would like your event logo on the golf cart signs, please email as a JPG at least five (5) days prior to your event. To guarantee proper assignment of golfers, we require the following pairing structure: For holes with 2 assigned foursomes, use "A" and "B" (i.e. 1A, 1B, 2A, 2B) For holes with 1 assigned foursome, use the hole number (i.e. 3, 8, 12, 17)
		Doubling foursomes on holes is required when necessary

Additional Outing Services

1.	GIFT Certificates and Prizes	Gift certificates are available in any denomination and can be good for rounds of golf or Pro-shop merchandise. Custom merchandise orders and tournament prize discounts on items such as balls, towels, bag tags, hats, and golf shirts are available with or without custom logos for your event. If you wish to bring your own tee gifts for placement on carts, our Pro-shop staff can take care of this for you. Please bring all items at least one day prior to your event.			
2.	Rental Club Service:	Golf Clubs are available for rental. Please advise your golfers to contact NYCC at least 1 week prior to ensure availability. We cannot guarantee availability for late inquiries , although we will make eve effort to accommodate your guests.			
3.	Hole-in-One Insurance	Outing organizers are responsible for acquiring hole-in-one insurance as necessary. You are also responsible for providing witnesses and/or video equipment if required by your insurance. With a minimum 1-week notice, NYCC can provide witnesses for a flat fee of <u>\$200</u> . NYCC cannot provide video equipment.			
4.	LOCKER ROOM	We offer shower facilities, lockers and towels for both men and women.			
		All scoring involving individual player scores (including Callaway and Peoria) will incur a per- golfer fee of \$2 per golfer . Please allow a minimum of 1 hour for Callaway and Peoria scoring, depending on the size of the group.			
6.	Sign Storage	Sponsor signs and banners must be taken immediately upon completion of the event, or no later than noon of the day following the event; those remaining will be discarded. We will store signs and banners for up to 1 year for a non-refundable \$500 deposit . This fee can be applied towards a deposit for the following year's outing. If you do not re-sign with NYCC and the signs are left for over 1 year, they will be considered abandoned and thrown out.			

Formats

1.	Scramble	In this format each player hits a tee shot. Then the team picks the best tee shot of the foursome, picking up their ball and moving it to the best tee shot. Each player then hits a shot from that spot through the green. Once again the team picks the best shot and moves their ball to there and hits the next shot. This continues until the ball is in the hole. There is only one score per hole for the foursome. This is the preferred format for larger outings, as it optimizes pace of play.
2.	Shamble	In this format each player hits a tee shot. The team picks the best tee shot of the foursome and continues to play their own ball from there until each player finishes the hole. Each player must mark his own score per hole.
3.	Best Ball	Each player plays his own ball and the team marks down the lowest score per hole from the foursome.
		Each player of the foursome plays his own ball and each player must mark his own score for each hole. Outings that go longer than 5 hours 30 minutes will incur additional fees if public or member tee times are delayed.

Contests

1.	Closest to the Pin	Each player hits a shot and if you think that your shot is closest to the pin, you take the tape measure and record your name and distance with measurements from the hole on the sign provided. Available on Holes: 3, 8, 12, 17
2.	Longest Drive	Each player hits a tee shot and if you hit it past the existing long drive, record your name on contest sign and move it to where your drive is. Available on Holes: 7, 14
Line* and the drive that is closest to the line wins. A tape measure and sign are placed n the closest drives.		
		Available on holes: 4, 14
4.	Putting Contest*	Each player pays a fee to enter and take three putts. After being measured if they are the closest (or top 3) they will win a prize to be determined.
betting a pre-determined amount (typically \$5 to \$50 dollars) to they win, they double their bet. If they do not, the outing keeps they double their bet.		A large circle is painted or roped off on the green of one of the Par 3's. Each golfer has the option of betting a pre-determined amount (typically \$5 to \$50 dollars) to land their tee shot within the circle. If they win, they double their bet. If they do not, the outing keeps the bet.
		Available on holes: 3, 8, 12



Golf Outing Menu Options

Please inquire about additional food and beverage options and enhancements

Beverage Options

Cocktail Hour and Dinner to include a 3 hour Premium Brand Open Bar NYCC House Red and White Wine and Draft Beer included

	Vodka	Gin	Rum	Tequila	Whiskey	Scotch
<u>Premium</u>	SmirnoffAbsolutTito's	• Bombay Dry	• Bacardi	• Sauza	 Canadian Club Jack Daniels 	• Dewar's White Label
Super Premium \$15 addition	Ketel OneGrey GooseStolichnaya	 Tanqueray or Bombay Sapphire 	 Bacardi Captain Morgan Malibu 	• Patron Silver	 Seagram's 7 Jack Daniels Jameson 	 Johnnie Walker Black

SHOTS ARE NOT INCLUDED IN ANY OPEN BAR PACKAGES

Beverage Cart & Coolers

The Beverage cart is available for the duration of the round. Beverage cart operators cannot take food or special drink orders

Standard \$4pp	Bottled Water	Soft Drinks	Snacks	
Premium \$8pp	Bottled Water	Soft Drinks	Snacks	Domestic & Imported Canned Beer
<u>Cooler \$5pp</u> <u>Hole# 4, 8, 12</u>	Bottled Water	Soft Drinks		Domestic & Imported Canned Beer

"BYOB" and Donations

Donated Food and Beverage is not permitted unless approved by NYCC management. There will be an additional chef fee of \$225.00 and labor fee of \$125.00 (per 50ppl) added to the final food and beverage invoice for all donated Food and Beverage prepared in house and serviced by NYCC staff.

PP = Per person - ++ = 18% Administration Fee and 8.375% NY Sales Tax

All private events, food & beverage and related services are subject to a 20% Administration Fee and 8.375% NYS tax. The Administration Fee is not a gratuity and is retained by the New York Country Club to offset administrative and other expenses associated with your function.



Breakfast

Continental Breakfast

Assortment of Fresh Bagels, Breakfast Breads, Croissants & Danishes

Jelly, Sweet Butter, Assorted Cream Cheeses

Sliced Seasonal Fresh Fruit Display

Fresh Orange Juice, Fountain Soda Freshly Brewed Regular and Decaffeinated Coffee & Assorted Teas

> \$14.00 ++ per person (Plus 20% Administration Fee & NYS Sales Tax)

NYCC American Breakfast Buffet

Assortment of Fresh Bagels, Breakfast Breads, Rolls, Croissants & Danishes

Jelly, Sweet Butter, Assorted Cream Cheeses

Sliced Seasonal Fresh Fruit Display

Farm Fresh Scrambled Eggs Hickory Smoked Bacon, Pork Sausage Links Home Fried Potatoes with Peppers & Onions

Fresh Orange Juice, Fountain Soda Freshly Brewed Regular and Decaffeinated Coffee & Assorted Teas

> \$22.00 ++ per person (Plus 20% Administration Fee & NYS Sales Tax)

Breakfast Additions

Bloody Mary & Screwdriver Station \$6pp Yogurt, Cereal, Granola Bars \$5pp Belgian Waffle Station \$12pp

Prepared to Order Traditional Accompaniments Include: Powdered Sugar, Cinnamon, Cinnamon Sugar, Maple Syrup Whipped Cream, Chocolate Chips and Fresh Berries

Three Egg Omelet Station \$8pp

Prepared to Order Ham, Bacon, Broccoli, Peppers, Onions, Mushrooms, Tomatoes, Cheddar, Mozzarella



Lunch

All Boxed Up

Grilled Chicken Caesar Wrap Grilled Vegetable Wrap Tuna Salad Wrap

Roast Turkey & Swiss Cheese, on a Kaiser Roll Sliced Sirloin, Horseradish Cream on a Kaiser Roll

> Individual Bag of Gourmet Potato Chips 1 Piece of Whole Fresh Seasonal Fruit

Assorted Canned Soda, Bottled Water

\$16.00 ++ per person (Plus 18% Administration Fee & NYS Sales Tax)

BBQ from the GRILL

5 Napkin Burger

8oz. Ground Sirloin Beef Patties Red Onion, Tomatoes, Pickle, Shredded Romaine Ketchup, Mustard, Mayonnaise

All-Beef Hot Dogs

Sweet Onions, Sauerkraut, Relish, Mustard & Ketchup

Bourbon-Honey Glazed Breast of Chicken Served with Pineapple Salsa

Accompanied by ~

House Made Pasta Salad, Potato Salad & Cole Slaw Assortment of Whole Fruit, Gourmet Potato Chips

\$20.00 ++ per person (Plus 18% Administration Fee & NYS Sales Tax)

Lunch Additions

Succulent Roast Pig

Carved to order Homemade Creamy Coleslaw, Potato Salad, macaroni Salad, Caesar Salad, Rolls \$375 per (1PIG Feeds 40-60 guests) \$250.00 Chef Fee

BBQ Spare Ribs \$6pp

Hoisin Glazed with an Ancho Chili Sauce Drizzle

Hot & Sweet Sausage \$6pp With Roasted Peppers, Garlic and Oil

Corn on the Cob \$3pp



Cocktail Hour

Butler Passed hors d' Oeurves Chef's Selection of 5 passed hors d' oeuvres

Farmer's Market Vegetable Basket A Fine Selection of Imported & Domestic Cheeses

Buffet Dinner

Baby Green Salad

Tomatoes, Cucumbers, Carrots and Croutons with Chef's selection of dressing

Chef's Selection of Cold Salads

Carving Station ~ London Broil

Chicken Marsala

Cavatelli & Broccoli with Garlic, Olive oil and Parmesan

Roasted New Potatoes

Grilled Vegetables

Dessert

Specialty Sheet Cake

Vanilla with Raspberry filling and Butter Cream Icing

Coffee and Tea Service

Cocktail Hour and Dinner to include a 3 hour Premium Brand Open Bar

\$70.00 ++ per person (Plus 18% Administration Fee & NYS Sales Tax)

Buffet Dinner Additions

Succulent Roast Pig

Carved to order Homemade Creamy Coleslaw, Potato Salad, macaroni Salad, Caesar Salad, Rolls \$325 per (1PIG Feeds 40-60 guests) \$250.00 Chef Fee

Carved Peppercorn Crusted New York Strip Loin \$6pp

The Raw Bar \$16pp

Chilled Gulf Shrimp, Littleneck Clams, Malpeque Oysters, Seafood Salad With Tabasco, Lemon, Cocktail Sauce and Drawn Butter

Sushi Display \$22pp

Assorted California Rolls, Cucumber Rolls, Crab Rolls, Salmon Rolls Shrimp, Tuna and Salmon Sashimi, Pickled Ginger, Soy Sauce & Wasabi

2023 GOLF OUTING CONTRACT

Contact Info					
Main Contact:	Michael Piccolo				
Title:					
Company / Organization:	Alan J. Anderson Foundation Memorial Golf Outing				
Address:					
City, State, Zip:					
Primary Phone:	(914)-589-7937				
Alternate Phone:					
E-mail:	MikePicc@me.com				
Fax:					
	Golf Event Information				
Outing Name:		Alan J. Anderson Foundation Memorial Golf Outing			
Outing Date:		9/23/24			
Day of Week:		Monday			
Start Time:	1:00PM				
Type of Start: (Shotgun / Tee Tir	Shotgun				
Minimum Golfer Count: This is the minimum number of peo all golf fees. My final invoice will re circumstances. Authorized Outing Contact Initi	108				
Expected Golfer Count: As per the Reduction Schedule on F allowable percentage until 4 days p new Minimum Golfer Count for the Count) Authorized Outing Contact Initi	120				
Expected Non-Golfer Count: This includes any volunteers, vendors and other personnel for whom NYCC will be providing food and beverage. I understand NYCC may not be able to guarantee food and beverage to any unaccounted guests. Authorized Outing Contact Initials:					
Expected Dinner Count: This number includes all golfer and days prior to the date of the outing food and beverage for additional g accommodate all guests. Authorized Outing Contact Initi	TBD				

Golf Fees (per golfer)							
Greens Fee:	\$90	Notes/Special Requests:	ailable 1 hour prior to too off				
Range Balls: Included		 Driving range balls will be available 1 hour prior to 					
Gift Certificates:							
Additional Fees:	\$						
		Total Golf Price:	\$90				

Food and Beverage Charges (per person)						
	Meal 1	Meal 2	Meal 3			
Time:	7:30am – 9:00am	11:30am—1pm	6pm – 9pm			
Location:	Grill Room Terrace	Enclosure/Patio	Grill Room, Ballroom			
Туре:	American Breakfast	BBQ Lunch	Golf Dinner Package			
# of Guests:						
Menu Selection:		 5 Napkin Burger 8oz. Ground Sirloin Beef Patties Red Onion, Tomatoes, Pickle, Shredded Romaine Ketchup, Mustard, Mayonnaise All-Beef Hot Dogs Sweet Onions, Sauerkraut, Relish, Mustard & Ketchup Bourbon-Honey Glazed Breast of Chicken Served with Pineapple Salsa Accompanied by ~ House Made Pasta Salad, Potato Salad & Cole Slaw Assortment of Whole Fruit, Gourmet Potato Chips 	Butler Passed hors d' OeurvesChef's Selection of 5 passed hors d' oeuvresFarmer's Market Vegetable BasketA Fine Selection of Imported & Domestic Cheeses Baby Green SaladTomatoes, Cucumbers, Carrots and Croutons with Chef's selection of dressingChef's Selection of Cold Salads Carving Station ~ London Broil Chicken MarsalaCavatelli & Broccoli with Garlic, Olive oil and ParmesanRoasted New Potatoes Grilled Vegetables Specialty Sheet CakeVanilla with Raspberry filling and Butter Cream IcingCoffee and Tea Service			
Meal Price:	\$	\$18	\$70			

Additional Food and Beverage (per person)						
Beverage Cart Notes / Allergies						
Туре:	TBDBev Cart includes canned beer, soda, water, snacks					
Time: TBD						
Bev Cart Price:	\$10PP Option					



SUMMARY OF CHARGES

	Minimum Guarantee	Per Person Price	Admin. Fee 18%	Sales Tax 8.375%	Total Per Person	Additional Fees	Total
Golf Total:	108	\$90.00	\$0.00	\$0.00	\$90.00	\$0.00	\$9,720.00
F&B Total*:	108	\$88.00	\$15.84	\$8.70	\$112.54	\$0.00	\$12,153.95
						Estimated Total:	\$21.873.95

Date of Outing:	Total Per Person Price:	\$202.54
Preliminary Golfer Count Due:	Per Person Price w/o Tax*:	\$193.84
Final Total Dinner Count Due:	Deposit Amount:	
Final Golfer Count Due:	Deposit Due:	

A gratuity of \$10 per player is recommended for golf staff

Confirmed golfer and dinner counts will replace the original minimum guarantee on the contract.

Sales tax will be removed from final invoice for tax exempt organizations

Explanation of Administration Fee*

All Private Events, Food and Beverage and related services are subject to a **20%** Administration Fee and **8.375%** sales tax. The Administration Fee is not a gratuity and is retained by the New York Country Club to offset administrative and other expenses with your function.

Tax exempt organizations must provide the appropriate documentation prior to signing contract; otherwise tax will be charged.

Authorized Outing Contact Initials:

TERMS & CONDITIONS

THE ABILITY TO INCREASE YOUR GROUP'S SIZE IS NOT GUARANTEED AND IS BASED ON AVAILABILITY.

1) DEPOSIT

A NON-REFUNDABLE DEPOSIT OF \$2,000.00 IS NECESSARY TO SECURE THE RESERVATION AND IS DUE UPON THE SIGNING OF THIS AGREEMENT. IF THE DEPOSIT IS NOT RECEIVED WITHIN THE SPECIFIED DATE, THE CONTRACT OFFER WILL BE WITHDRAWN AND THE DATE WILL BE RELEASED. ALL DEPOSITS MUST BE MADE IN THE FORM OF CASH, CHECK OR MONEY ORDER, UNLESS AN OTHERWISE AGREED UPON METHOD.

2) FINAL PAYMENT

FULL PAYMENT IS DUE THE DAY OF THE EVENT UNLESS OTHER ARRANGEMENTS ARE MADE AND APPROVED BY THE GENERAL MANAGER IN WRITING.

3) GUARANTEE

The guaranteed number of outing participants agreed upon at the time of the contract signing is the number of guests that you will be responsible for. If a total of at least **108** players is not guaranteed NYCC reserves the right to double up groups on every hole in order to accommodate NYCC's membership and public golfers. The ability to increase your group's size is not guaranteed and is based on availability.

4) RULES AND REGULATIONS

ALL PERSONS ATTENDING THE OUTING OR TOURNAMENT MUST ADHERE TO THE RULES AND REGULATIONS OF New York Country Club. A separate sheet of paper enclosed with your golf packet explains all the club's rules and regulations. Please review carefully. The sponsors of the tournament are responsible for the behavior of their guests, and any material breach of the golf club rules and regulations will result in such forfeiture and in no way limits liability for other damages caused by participants in the outing.

5) FOOD AND BEVERAGE

NO OUTSIDE FOOD OR BEVERAGES CAN BE BROUGHT ONTO THE CLUB'S PREMISES, UNLESS PRIOR ARRANGEMENTS ARE MADE AND APPROVED BY THE GENERAL MANAGER IN WRITING.

ALL MENUS MUST BE FINALIZED FOURTEEN (14) DAYS IN ADVANCE. ANY CHANGES AFTER THIS PERIOD ARE SUBJECT TO CHEF'S APPROVAL AND MAY RESULT IN ADDITIONAL CHARGES.

6) **INCLEMENT WEATHER**

NYCC, IN ITS SOLE DISCRETION MAY CANCEL OR SUSPEND PLAY DUE TO COURSE OR WEATHER CONDITIONS. IF PLAY IS STOPPED PRIOR TO THE COMPLETION OF NINE (9) HOLES, NEW YORK COUNTRY CLUB WILL OFFER A NINE HOLE RAIN CHECK TO EACH GOLFER. IF NINE OR MORE THAN NINE HOLES ARE COMPLETED, THEN THE FULL AMOUNT OF THE CONTRACT PRICE IS DUE AND OWED. ONCE PLAY IS STOPPED, IT IS IN THE SOLE DISCRETION OF NYCC WHETHER TO ALLOW PLAY TO CONTINUE. THERE WILL BE NO REFUND ON FOOD OR BEVERAGE DUE TO BAD WEATHER OR COURSE CONDITIONS. NYCC REQUIRES AT LEAST FIVE (5) DAYS' NOTICE FOR ANY REQUESTED DATE CHANGE DUE TO WEATHER. PLEASE NOTE THAT DATE CHANGES ARE SUBJECT TO AVAILABILITY AND CANNOT BE GUARANTEED.

7) <u>PERSONAL ITEMS / BELONGINGS</u>

ALL PERSONAL ITEMS AND BELONGINGS OF GOLF OUTING SPONSORS OR PARTICIPANTS MUST BE REMOVED FROM THE PREMISES OF NYCC AT THE COMPLETION OF THE EVENT. NYCC IS IN NO WAY RESPONSIBLE FOR DAMAGE TO OR LOSS OF PERSONAL ITEMS OR BELONGINGS OF GOLF OUTING SPONSORS OR PARTICIPANTS EITHER DURING OR AFTER THE EVENT.

8) ADMINISTRATION FEE AND SALES TAX

A **20%** ADMINISTRATION FEE* WILL BE APPLIED TO ALL FOOD AND BEVERAGE TOTALS, AS WELL AS **8.375%** SALES TAX. The Administration Fee is not a gratuity and is retained by the New York Country Club to offset administrative and other expenses with your function. TAX EXEMPT ORGANIZATIONS MUST ATTACH A COPY OF THEIR OFFICIAL TAX EXEMPT DOCUMENTATION AT THE SIGNING OF THE CONTRACT. IF PROPER DOCUMENTATION IS NOT PRESENTED, THE CONTRACT PRICE WILL INCLUDE SALES TAX.

9) <u>CANCELLATION & POSTPONEMENT POLICY</u>

Except as otherwise provided in this paragraph, in the event patron cancels or otherwise breaches this agreement, all payments made by patron shall be retained by the New York Country Club on account of its damages. The New York Country Club's damage shall in no event be deemed to be less than such payments. Such retention of initial payments shall not relieve patron of any additional liability to the New York Country Club under this contract.

*If the Patron cancels or otherwise breaches this agreement due to government restrictions related to, or an outbreak, resurgence or potential threat thereof of COVID-19 or any comparable infectious disease, all payments made by the patron, with exception of the initial non-refundable deposit of \$2,000.00 necessary to secure the reservation, shall be returned by the New York Country Club to the Patron and both parties shall be relieved of any additional liability.

* If New York Country Club is unable to perform its obligations under this agreement as the result of future government restrictions or other emergency conditions related to, or an outbreak, resurgence or potential threat thereof of COVID-19 or any comparable infectious disease, New York Country Club will offer the Patron the option to postpone the original contracted event to a future date, mutually agreeable for the club and the Patron. All contract terms and all deposits already paid will be applied to the new event date.

10) PATRON'S RESPONSIBILITY

Any expenses incurred for damages to the New York Country Club and/or its employees caused by any guest of or outside contractor hired by the Patron shall be the responsibility of the Patron. The Patron also assumes responsibility for the conduct of its guests and outside contractors. The Patron hereby agrees to indemnify and hold harmless New York Country Club from any and all claims asserted against New York Country Club arising out of the Patron's or its guests use of New York Country Club facilities.

11) <u>FORCE MAJEURE</u>

If for any reason beyond its control, which includes but is not limited to: strike, labor dispute, accident, act of war, act of God, fire, flood or other emergency conditions, New York Country Club is unable to perform its obligations under this Agreement, such non-performance is excused and New York Country Club may terminate this Agreement without further liability of any nature, upon return of the Patron's deposit and any other prepayment. In no event shall New York Country Club be liable for consequential damages of any nature for any reason whatsoever. This contract constitutes the entire agreement pertaining to the subject matter here of and supersedes all prior or contemporaneous statements, negotiations and agreements made by or on behalf of any party.

12) AUTHORITY TO SIGN

If this agreement is signed in the name of a corporation, partnership, association, club, or society, the person signing represents and warrants to New York Country Club that he/she has full authority to sign such contrAct, and that he/she will be personally liable for the faithful performance of this contract.

13) ACCEPTANCE BY New York Country Club:

Signature by New York Country Club shall be regarded as acceptance by The NYCC of the stated reservation for the Patron's function.

14) WAIVER OF TRIAL BY JURY:

Patron hereby waives trial by jury in any litigation arising out of or in any way connected with this Agreement.

INSURANCE REQUIREMENTS FOR OUTSIDE SERVICES

IF YOU CHOOSE TO ENGAGE ANY OUTSIDE SERVICES WHICH ARE NOT PART OF THE NEW YORK COUNTRY CLUB PREFERRED VENDORS, IT IS IMPERATIVE THAT NEW YORK COUNTRY CLUB RECEIVES THE FOLLOWING INFORMATION FROM THE ORGANIZATION EIGHT WEEKS PRIOR TO THE DATE OF YOUR EVENT

- 1. CERTIFICATE OF WORKERS COMPENSATION INSURANCE.
- 2. CERTIFICATE OF LIABILITY INSURANCE WITH MINIMUM LIABILITY LIMITS OF \$1,000,000.00 IN BODILY INJURY AND PROPERTY DAMAGE COMBINED COVERAGE.
- 3. LIABILITY CERTIFICATE MUST EVIDENCE THE ADDITION OF NEW YORK COUNTRY CLUB, AS AN ADDITIONAL INSURED.
- 4. A RENEWAL CERTIFICATE AT LEAST 15 DAYS PRIOR TO EXPIRATION.



GOLF COURSE RULES & REGULATIONS

THE FOLLOWING RULES ARE ESTABLISHED TO MAXIMIZE THE ENJOYMENT OF NYCC'S GOLF COURSE AND FACILITIES. THIS WILL ONLY BE ACCOMPLISHED IF GOLFERS ARE CONSIDERATE OF ONE ANOTHER AND DISPLAY RESPECT FOR THE GAME AND THE GOLF COURSE. NYCC STRIVES TO MAINTAIN ITS EXCELLENT REPUTATION FOR OUTSTANDING COURSE CONDITIONS, SERVICE, AND COUNTRY CLUB ATMOSPHERE. IT IS THE RESPONSIBILITY OF EACH INDIVIDUAL AND ORGANIZATION TO FOLLOW THE RULES TO ENHANCE THE GOLFING EXPERIENCE FOR ALL.

- 1) GOLFERS ARE EXPECTED TO WEAR PROPER GOLF ATTIRE, INCLUDING SHIRTS WITH COLLARS. ACCORDINGLY, JEANS, CUTOFFS, SHORT SHORTS AND TANK TOPS ARE NOT PERMITTED ON THE CLUB PREMISES. TENNIS OR WORKOUT ATTIRE MAY NOT BE WORN ON THE GOLF COURSE OR GOLF PRACTICE FACILITIES.
- 2) GOLFERS ARE TO REPAIR BALL MARKS (PUTTING GREEN AND FRINGES), REPLACE DIVOTS AND RAKE BUNKERS. TRASH SHOULD BE DISPOSED OF IN RECEPTACLES. PLEASE DO NOT THROW LIGHTED CIGARS OR CIGARETTES ANYWHERE ON THE GOLF COURSE.
- 3) PLEASE BE CONSIDERATE OF OTHER GOLFERS IN YOUR SPEED OF PLAY AND THE INTERVAL MAINTAINED BETWEEN GROUPS ON THE COURSE. ONLY ONE BALL MAY BE PUT INTO PLAY ON THE GOLF COURSE IF THE PACE OF PLAY CAN BE AFFECTED.
- 4) GOLF CARTS MAY NOT BE DRIVEN IN POSTED PROHIBITED AREAS. GOLF CARTS MAY NEVER BE DRIVEN ON TEES, GREEN AND GREEN APRONS. GOLF CARTS MAY NOT BE PARKED IN AREAS THAT INTERFERE WITH THE PLAY OF OTHERS. PLEASE KEEP GOLF CARTS ON THE PATHS AS MUCH AS POSSIBLE AND AVOID WET SPOTS AND PUDDLES. CARTS MAY NOT BE OPERATED BY PERSONS UNDER 16 YEARS OF AGE.
- 5) ONLY NON-METAL SPIKES ARE ALLOWED ON THE GOLF COURSE AND PRACTICE AREAS. PLEASE NOTIFY ALL OUTING GUESTS OF THIS POLICY.
- 6) ORGANIZATIONS SPONSORING AND/OR ATTENDING AN OUTING AT NYCC ARE RESPONSIBLE FOR THE CONDUCT AND APPEARANCE OF THEIR GUESTS, AND RESPONSIBLE FOR ANY DAMAGES INCURRED AS A RESULT OF A VIOLATION OF ANY OF THE RULES AND REGULATIONS SET FORTH HEREIN.
- 7) NYCC will start all services at the times listed on the contract. NYCC will make every attempt to assist keeping golfers on schedule but is not responsible for ensuring all participants are present for the start of scheduled services (breakfast, golf start time, ect.)

Guest:	Date:
NYCC Sales Manager:	Date:
NYCC GM:	Date:



CREDIT INFORMATION / AUTHORIZATION FORM

Initial	 Unless another form of payment is provided, I authorize New York Country Club to process the credit card listed for deposit.
Initial	 I understand that New York Country Club requires a valid credit card to be held on file for this account. Unless another form of payment is provided, I authorize New York Country Club to process the credit card listed for final balance and any tabs that may be accrued as part of this function.

American Express		
MasterCard	Expiration Date:	
Visa		
Discover	CVV / Authorization Code:	
_	· ⁻ ⁻	
Card Holder Name:		
Signature:		
Address:		
City, State, Zip:		