



Sherwood Lake Club Event Agreement

This Catering Agreement (this "**Agreement**") is entered into this _____ by and between Sherwood Lake Club (the "**Club**") and _____ ("**Client**") with reference to the following facts:

RECITALS

- A. The Club operates a certain country club located in Ventura County known as Sherwood Lake Club.
- B. The Club contains certain catering and dining facilities.
- C. Client desires to have the Club cater an event for Client at the Club facilities specified herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Club and Client hereby agree as follows:

AGREEMENT

1. **Event.** Client hereby agrees to hold the following event at the Club subject to the catering agreement set forth herein (the "**Event**"):

Name of Event:	
Type of Event:	
Event Location:	
Guest Count (estimate):	
Day / Date of Event:	
Guest Arrival time:	
Event Conclusion time:	
Food & Beverage Minimum (if applicable)	
Estimated Charges:	

2. **Estimate.** Client acknowledges that any estimate of charges provided to client herein or in any other form is merely an estimate and that the actual charges for the Event may vary. Client is responsible for the actual charges relating to the event based on the Guest Guarantee (refer to section 4) or the actual number of guests served whichever number is greater.
3. **Guest Guarantee.** To ensure the best service in planning catered events, the Club must receive a final Guest Guarantee of attendance by the date indicated on the original Estimate. If no Guest Guarantee is given, the original estimated attendance specified herein would be considered the Guest Guarantee. The Club shall have no obligation to serve more than five percent (5%) in excess of the Guest Guarantee. All guests in attendance – adults and children - must be included in the guarantee. Please note all guests in attendance above and beyond the guarantee provided will be counted and charged on the day of the event.

Guest lists must be provided in alphabetical order so that they can be forwarded to the gatehouses for entry. Guests should be informed that all drivers are required to show a valid driver's license in order to be allowed entry into Sherwood Development.

4. **Payments.** Client shall pay in full on the conclusion of the event. Payment of the Final Total shall be made in the form of Membership Account, California check, MasterCard, Visa or Cashier's check. The Club may require that the Client completes and returns a Credit Card Authorization Form prior to the Event.

A finance charge of 1½% per month (18% annual rate), but not in excess of the maximum rate allowed by law, shall be added to any balances due to Club more than thirty days delinquent from the date due. For events sponsored by members, the sponsoring member will assume responsibility for balances due should default occur on the balance of the account. If it becomes necessary for the Club to seek legal counsel or institute legal action relating to the collection of any sum under the terms of the contract, the Club shall be entitled to reasonable attorney fees and costs incurred.

5. **Service Charge and Sales Tax.** All charges incurred in connection with the Event are subject to 20% service charge and 7.25% sales tax. According to California State Sales Tax Regulation 1063, service charge is considered a taxable item. Please note that status as an income tax exempt organization (such as under IRS Sec. 501(c)(3)) does not relieve the organization's obligation to pay State sales tax.

_____ Client Initials

6. **Event Time.** If the Event exceeds the "Event Conclusion Time" specified in Section 1 above, the Client will be charged \$250.00 for each additional hour or portion thereof. The Club's hours of operation cease at 10:00 p.m. all nights except Friday and Saturday, when the Club will close no later than 11:00 pm. The Event shall not extend beyond these times without prior written permission from the General Manager.
7. **Food and Non-Alcoholic Beverage Service.** All food and beverage served must be purchased solely through the Club with the exception wine/champagne (refer to section 10), cakes, and any specialty item the Club is unable to supply with permission of the General Manager). All food and beverage supplied by the Club must be consumed on the premises and any remaining food or beverage items may not be removed from the premises.

8. **Alcoholic Beverage Service.** California Liquor Laws permit the service of alcoholic beverages seven days a week from the hours of 11:00 a.m. to 1:00 a.m. The sale and service of all alcoholic beverages is regulated by the State of California. The Club is responsible for the administration of these regulations; therefore it is our policy that no alcoholic beverages are brought into the Club for banquet functions with the exception of wine/champagne. Wine or champagne may be brought in, and is subject to a corkage fee of \$10.00 per 750 ml bottle (standard), plus service charge and sales tax. Corkage for magnum bottles or larger are charged at \$10.00 per 750 ml rate.

Minors under age twenty-one are prohibited from possessing and/or consuming alcoholic beverages. Should a violation of this law occur, the Club reserves the right to (a) call the Sheriff's Department, (b) close the bar immediately and/or (c) terminate the Event entirely at the Client's expense. The Club reserves the right to request photographic identification from any attendees prior to providing service of alcoholic beverages along with maintaining the right to refuse service to any guest attending an event.

9. **Dress Code.** All attendees including vendors must observe the established dress code of the Club. It is Client's responsibility to inform guests and vendors of this code. Attendees including vendors in unacceptable attire will not be admitted into the Clubhouse.

10. **Room Charge/Equipment Rental.** Sherwood Lake Club does not charge a specific room fee for members. All room fees will be built into the menu pricing for the event. In the case that the member has requested the Club Dining Rooms be closed to other members during their event, an event minimum will be required in addition to the built-in room fees. Event minimums vary depending on the day of the week. Please see our Event Guidelines for more details.

All pool parties require a pool use/access guest fee of \$5.00 per guest, regardless of pool use. If the event requires the pool be closed to other members on a Saturday or Sunday, the guest fee will increase to \$10 per guest.

Limited audiovisual service is available through the Club with prior notice. Client will pay the fees for equipment and facilities to be utilized in connection with the Event. Room charge and equipment rental fees are subject to service charge and sales tax.

11. **Vehicle Access/Parking.** Client must submit an alphabetized guest list including vendor names **24 hours prior to the event** for entrance through the security gate. Self-parking is available and designated for guests at no charge.

Valet parking, hosted or non-hosted may be arranged by the Club through an outside contractor. All valet contractors must comply with the Club's policies including insurance requirements.

12. **Telephones/Telephone Lines/Cellular Phones.** All club telephones are for use by Club members and staff only. Cell phone usage is not permitted at any time inside the clubhouse; outside usage is permitted in designated areas only.

13. **Decorations/Exhibits/Signage.** Affixing any banners, streamers or other materials to the walls, floors, ceilings, furniture, fixtures, furnishings or other property belonging to the Club is prohibited, unless written permission is received from the Club Manager prior to the Event. If any of the foregoing is done without authorization, or in the case of any unusual destruction/damage, the cost of repair and/or replacement will be the responsibility of the engager. All signs/signage for events must be professionally printed and must be approved by the General Manager prior to display or usage at the event.

14. **Fire Safety.** All decorations and exhibits must be flameproof to meet the fire prevention regulations as stated in the local Fire Prevention Code. Any use of an open flame will require a permit from the local Fire Inspector that must be acquired by Client and presented to the Club five (5) working days prior to the

Event. Candles must be presented in an enclosed container. The General Manager must approve use of open flame candles inside the clubhouse in advance.

15. **Security.** To maintain adequate security measures in light of the size and nature of the Event, the Club reserves the right to contract security at a cost of \$40.00 per hour per security guard, at Client's expense. Events with more than 15 children (guests under 18 years of age) are required to have supervision of 1 adult per 15 children. Events (such as birthday parties and Bar/Bat Mitzvahs) can be required to have one security guard for every 30 children. The Club reserves the right to inspect rooms at any time. Pool parties for 20 children or more can require at least one lifeguard, depending on the age of the guests.

Locker Rooms and the lower level of the Clubhouses are reserved for Club members only. Under no circumstances may guests tour Club facilities or use Club equipment without permission from the Club Manager. All other portions of the Sherwood Valley project (including private streets and residences) are also off limits to vendors and guests.

16. **Acts of God/Performance.** The Club shall not be liable for its failure to perform or for limited or interfered performance due to Acts of God; labor troubles, disputes or strikes; government regulations; utility shortages, power failures, acts of terrorism, restrictions upon travel affecting transportation of foods, beverages or supplies; or any other cause, whether specifically enumerated herein or not. Client shall be responsible for all additional costs incurred to address any force majeure events impacting the staging of the Event. If, for example, an outdoor event is moved indoors due to rain (subject to space availability), Client shall be responsible for all additional labor costs and any additional room rental charges.

17. **Loss Or Damage To Property.** The Club assumes no responsibility for personal or real property left within the Club or event room, including property of guests and third party vendors. The Club is also not responsible for any damage to automobiles parked at the Club. **If property is left behind, the Club will hold for three days only.** Any damage to, or loss of, the Club's furniture, fixtures, decorations, or equipment are the ultimate responsibility of the Client and shall be added to the final charges to be provided to Client pursuant to Section 5 above.

18. **Waiver and Release.** Client expressly waives and releases the Club, Sherwood Development Company, L.P. and all of their officers, employees, directors, partners, agents and attorneys all of their successors and assigns (collectively, the "**Released Parties**") from any claims, liens, demands, causes of action, obligations, liabilities and/or damages, known or unknown, that Client has had in the past, now has or may have in the future against the Released Parties arising out of or relating in any way to the Event.

Client knowingly and voluntarily waives any and all rights, claims and benefits that Client may have under California Civil Code Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

19. **Indemnification.** Client agrees to indemnify, defend, and hold harmless the Released Parties from and against all actions, causes of action, liabilities, costs, expenses, losses and damages, including, without limitation, reasonable attorneys' fees and costs, directly or indirectly arising out of or attributable to, in whole or in part, the Event and caused by or contributed to by the negligence of Client, and/or any of Client's guests, agents, vendors or contractors.

20. **Insurance.** Upon request of the Club, Client shall produce and maintain insurance in such amounts, upon such terms and with such responsible insurance companies as shall be satisfactory to the Club including

comprehensive general liability coverage, workers compensation, employers liability and automobile liability. Such insurance shall be considered primary of any similar insurance carried by any of the above named parties.

21. **Smoking.** In order to comply with State Law, the Club is a smoke free establishment. Smoking is permitted in designated outdoor areas only.

THE UNDERSIGNED HAS READ, UNDERSTOOD, AND AGREES TO THE FOREGOING

"CLIENT"

"THE CLUB"

Print Name:

Club Representative:

Signature: _____

Signature: _____

Date: _____

Date: _____