

# THE EAGLE GLEN GOLF CLUB

## CATERING & EVENT AGREEMENT

This Catering and Event Agreement ("Agreement") is entered into by and between **Alvord Unified School District**, ("Client") and The Eagle Glen Golf Club, LLC, a California limited liability company ("Eagle Glen") for Alvord Schools - Hillcrest High (the "Event") at Eagle Glen.

Whereas, Client desires to hold the Event at The Eagle Glen Golf Club (the "Property") in the area known as Pinnacle Room (the "Event Location"); and

***Whereas, the Event shall be a themed event and will include outside third-party vendors ("Outside Vendors") to be further identified.***

Then in consideration of these mutual covenants and agreements herein contained, the parties do hereby agree as follows.

### 1. DATE OF EVENT / LOCATION:

The Event shall be held on May 3, 2022 ("Date of Event") from 6pm to 8pm ("Event Time") and will be held at the Event Location as depicted on the attached layout. Notwithstanding the foregoing, the Event Time is separate from the access permitted Outside Vendors in Section 8(d) of this Agreement.

### 2. ATTENDANCE GUARANTEE:

Client shall confirm the estimated attendance no less than seven (7) calendar days prior to the date of the Event (the "Attendance Due Date"), at which time the estimated attendance shall be considered the Client's guaranteed and final attendance count (the "Final Count"). The Final Count will be the attendance minimum and cannot be reduced.

Failure to provide a Final Count by the Attendance Due Date, may result in shortages of preparation of staffing, food quantities and other ancillary items for the Event. Eagle Glen will not be responsible but will work with Client to reasonably resolve issues to the best of Eagle Glen's ability.

### 3. DEPOSIT & PAYMENT SCHEDULE: *The estimated total balance of the Event is due at the time of the final Attendance Guarantee.*

**a) Deposit:** Client shall pay a ***non-refundable deposit*** of \$ 500.00 (the "Deposit") and together with the executed Agreement must be received by Apr 7, 2022\_ to finalize and reserve the Event.. If the Deposit is not received by the due date(s), Eagle Glen has the right to cancel the reservation with no further obligation to Client under this agreement. Upon Eagle Glen's receipt of the Deposit and this executed Agreement, the Event and the Date of Event are confirmed. All deposits are non-refundable and will be credited to the cost of the Event or retained by Eagle Glen if Client cancels the Event. ***If applicable, six months prior to Event, 50% of the total Minimum Expenditure, as defined in Section 4 of this Agreement, is due.***

Confirmation of Event	Total Non-Refundable Deposit required is based on booking date
6 months or ½ of the planning date	50% payment is required
3 Months or less	75% payment is required
7 days prior to the event	Final Balance is due

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**b) Payment:** Final payment of any remaining balance, which may include the Minimum Expenditure, as further defined, any additional charges, plus the estimated amounts incurred for service charge, sales tax and bar charges for hosted bars, is due seven (7) business days prior to the Event Date. Any items whose expense is based on consumption, such as alcohol, require a credit card to remain on file in the catering office. Client will receive an itemized receipt of these items which will be due immediately upon conclusion of the event.

*i. Form of Payment:* All payments must be in USD in the form of cash, cashier's check, or credit card for any and all payments. Personal checks will be accepted up to thirty (30) days prior to the Event Date. Eagle Glen will assess a \$35 fee for any returned personal check. All food and beverage prices are subject to service charge and state tax incurred in connection with the Event.

**c) Refunds:** *Payments received after the initial deposit(s) will be refunded should an event be cancelled outside of (180) days from the event date.*

**d) Cancellation:**

*i. If applicable, a cancellation fee of \$500 is required outside of the (180) days;*

*ii. If a cancellation occurs within (120) days of the event date, Client will be required to pay a cancellation fee in an amount equal to 50% of the Minimum Expenditure, as defined in Section 4 of this Agreement, less any monies already received;*

*iii. If a cancellation occurs within (90) days of the event date, Client will be required to pay a cancellation fee equal to the Minimum Expenditure, as defined in Section 4 of this Agreement, less any monies already received.*

### 4. MINIMUM EXPENDITURE:

The minimum expenditure is based on Clients desired choices for catering, which for the purposes of this Agreement are food and beverage for the Event. The amount calculated by Eagle Glen to provide the best experience and which Client acknowledges and agrees to is Two Thousand Five Hundred and no/100<sup>th</sup> Dollars (\$2500.00) (the "Minimum Expenditure"). Client acknowledges the Minimum Expenditure will be applied toward the cost of food and beverages. Actual attendance on the day of the Event shall not relieve Client of its obligation for the Minimum Expenditure. Eagle Glen and its staff will work with Client to add to or upgrade menu selections for the Event to ensure the Minimum Expenditure is utilized in a manner acceptable to Client and of the best use. Upon approval from Eagle Glen management, the difference may be applied as venue rental. Please note that the Minimum Expenditure does not include cash bar sales, service charges or sales tax.

### 5. CONFIRMATION OF EVENT

Final menu selections, room arrangements and other details must be submitted at least thirty (30) days prior to the Event. Client will receive a confirmation of the order ("Banquet Event Order") confirming the specific requirements of the Event upon final selections/arrangement.. Client is responsible for reviewing the Banquet Event Order and notifying Eagle Glen of any discrepancies. Eagle Glen will not be responsible for any discrepancies that are not immediately brought to our attention.

### 6. GENERAL RELEASE; INDEMNIFICATION: COVID 19 ACCEPTANCE OF RISK.

**a) General Release:** Client and/or any of its guests, invitees or 3<sup>rd</sup> party vendors/contractors, visitors will be subject to normal risks associated with entering Eagle Glen, such as physical injuries or even death or loss or damage to personal property, including without limitation, from slips or falls, allergic reaction to food served, physical or verbal altercations with staff or other guests, terrorist or other violence, theft or vandalism, auto or golf

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cart accidents in on or around Eagle Glen, or fires or other disasters affecting Eagle Glen.

**b) No Liability of Owner.** Eagle Glen and its respective subsidiaries, affiliates, shareholders, officers, directors, partners, members, managers, employees, agents, contractors, representatives and successors and assigns (collectively, the "Indemnified Parties") shall not be liable for, and Client, for itself and its successors and assigns, hereby releases, waives, relinquishes and discharges the Indemnified Parties from, any Liabilities (defined below) (i) arising out of, related to or in connection with the Event, the use or occupancy of the Property, the parking areas or any other area of the Property by Client and its guests, invitees or 3rd party vendors/contractors, (including, but not limited to, any common areas of the Property including restrooms and all areas used for the purpose of ingress to and egress through such common areas; (ii) results from any defect (latent or patent), in, on or around the Property or in any improvements, fixtures or equipment thereon, whether owned by Owner or a 3rd party; (iii) arises from any act or omission of Client or any of its guests, invitees or 3rd party vendors/contractors, visitors; (iv) arises from any accident at the Property or any fire or other casualty thereon during the Event; (v) resulting from Client's breach or default of this Agreement or failure to comply with applicable laws, regulations, codes and ordinances or (vi) resulting from alleged acts or negligence of Indemnified Parties (but specifically excluding Liabilities arising from the gross negligence or willful misconduct of Indemnified Parties).

***WAIVER – CALIFORNIA CIVIL CODE SECTION 1542: TO THE BROADEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CLIENT EXPRESSLY AND INTENTIONALLY WAIVES ALL RIGHTS AND BENEFITS WHICH CLIENT NOW HAS OR IN THE FUTURE MAY HAVE UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH SECTION PROVIDES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."***

**c) Indemnity.** Client hereby indemnifies, defends and holds harmless the Indemnified Parties from any and all claims, demands, actions, causes of action, lawsuits, damages, settlements, judgments, costs, expenses and other liabilities of any kind, including, but not limited to, court costs and reasonable attorneys' fees and expenses (collectively, "Liabilities"), arising out of, related to or in connection with the Event, the use or occupancy of the Property, the parking areas or any other area of the Property by Client and its guests, invitees or 3rd party vendors/contractors, including, but not limited to, any loss, damage, injury or death to any person or property that (i) arises from any use or occupancy of the Property, the parking areas or any other area of the Property by Client or any of its guests, invitees or 3rd party vendors/contractors; (ii) results from any defect (latent or patent) in, on or around the Property, the parking areas or any other area of the Property or in any improvements, fixtures or equipment thereon, whether owned by Owner or a third party; (iii) arises from any act or omission of Client or any of its guests, invitees or 3rd party vendors/contractors; (iv) arises from any accident at the Property, the parking areas or any other area of the Property or any fire or other casualty thereon during the Event; or (v) resulting from Client's breach or default of this Agreement or failure to comply with applicable laws, regulations, codes and ordinances. Client's indemnification shall not include an indemnification for Liabilities arising from the willful misconduct or active gross negligence of Owner.

***d) COVID-19 Acceptance of Risk: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Client is fully aware that there are a number of risks associated with entering and holding the Event at Eagle Glen during the COVID-19 pandemic, including without limitation contracting COVID-19 or other diseases such as the flu which could result in a serious medical condition requiring medical treatment in a hospital or could possibly lead to death. As a result, federal, state, and local governments and federal and state health agencies require social distancing and have, in***

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*many locations, prohibited the congregation of groups of people (the "Social Distancing Requirements"). Client will be responsible for ensuring that all guests at the Event practice social distancing in accordance with all applicable Social Distancing Requirements Eagle Glen has implemented preventative measures to reduce the spread of COVID-19; however, Eagle Glen cannot guarantee that the guests will not become infected with COVID-19.*

*Eagle Glen takes the health and safety of its guests, clients, staff and employee very seriously and continues to monitor the current Pandemic situation; however, Eagle Glen reserves the right to modify, amend or change the Agreement as necessary under the current National Health Crisis and will use its best and reasonable efforts to notify Client in advance of any restrictions and / or requirements imposed by local, state and federal agencies that may impact this Agreement and the Event.*

### 7. INSURANCE AND INDEMNIFICATION:

**a) THIRD PARTY VENDORS:** Client shall ensure Client's Outside Vendors shall at all times carry the following coverage and prior to the Event Date, provide Eagle Glen with copies of the Outside Vendor's Certificate of Insurance ("COI"), which shall name The Eagle Glen Golf Club, LLC as an additional insured.

**i. Commercial General Liability:** Coverage for bodily injury and/or property damage liability, which shall remain in full force and effect at all time the Agreement is in effect as follows:

1. \$1,000,000 per Occurrence; \$1,000,000 Personal and Advertising Injury; \$2,000,000 Annual Aggregate;

**b) Workers' Compensation** (Licensed in the State of California) as required by statute and employer's liability in the amount of at least \$1,000,000. A waiver of subrogation pertaining to Worker's Compensation in favor of Eagle Glen Golf Club and The Eagle Glen Country Club, and subcontractors is required. Consultant further waives its subrogation rights, if any there be, against Owner and subcontractors.

**c) Automobile Liability** (Best's rating A- VII or better) combined single limit in the amount of at least \$1,000,000 for bodily injury and property damage for any owned, non-owned, borrowed or hired vehicle and auto blanket contractual with Eagle Glen Golf Club and The Eagle Glen Country Club named as additional insured.

**d)** Eagle Glen shall not in any manner be liable or responsible to Client, Client's guests, agents, Outside Vendors or invitees for any injury (including death) or damage to personal property or to any goods or other property brought to the Property by Client or on behalf of Client, and Client hereby waives against Eagle Glen any and all suits, claims, damages, losses, costs and expenses whatsoever which may be incurred by Eagle Glen in connection with such injuries (including death) or damages. Client has inspected the Event Location and assumes the risk of all conditions (dangerous or not) in and about the Event Location and waives any and all specific notice of the existence of such conditions.

**e)** Client shall, prior to the Date of Event, provide Eagle Glen with a full list of all Outside Vendors to include contact information. Client is responsible for ensuring each Outside Vendor is in compliance with the below insurance requirements and provides a Certificate of Insurance listing Eagle Glen as an additional insured.

### 8. EAGLE GLEN REGULATIONS:

**a) Outside Food and Beverage.** Eagle Glen will provide all food & beverage preparation and service. No outside food or beverage product may be brought on property for guest consumption, unless approved in advance and noted on the contract.

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**b) Decorations.** With prior approval from Eagle Glen, Client may be allowed to supply certain decorations for the Event. Client shall provide to Eagle Glen a list of any such items and will be responsible for complying with any applicable laws, regulations or permitting requirements. **Please note that decorations may not be affixed to the walls of the facility, and that glitter, confetti, rice and birdseed are not permitted.** Outside Vendors and suppliers may enter the facility no sooner than two hours before the Event Time unless other arrangements are made with the Eagle Glen and the catering department prior to the Event. **Client and not Eagle Glen, is responsible for any materials or items brought in by Client or Outside Vendors.** Client's attendees and Outside Vendors are also required to remove any items immediately after any event. Client shall remain onsite until all Outside Vendors and any decorations or other such items have been removed and disposed of in the appropriate manner. **Client will be assessed a minimum of a \$250 additional fee for clean-up of any items brought by Client or Outside Vendors and not properly disposed of or removed from the venue or for additional facility clean up required at conclusion of event. Fee will be charged to credit card on file for event.**

**c) Alcohol Consumption.** *Any guest under the age of twenty-one (21) is prohibited from requesting or consuming alcoholic beverages. Eagle Glen reserves the right to refuse the service of alcoholic beverage to anyone who we, in our sole discretion, determine to be intoxicated, impaired or under the age of twenty-one (21). Client will receive an initial warning by Eagle Glen should any staff observe or be asked to serve alcohol to a minor. Upon the second occurrence, regardless of it being the same parties, Eagle Glen may at its option refuse to serve any further alcoholic beverages and Client will receive no monetary consideration or refund as such.*

**d) Outdoor Venue.** In the event that all or part of the Event will be held outdoors, inclement weather may cause a delay to the start of the Event or require that the Event must be moved to an alternative location. We will make reasonable efforts to relocate the Event to an indoor or covered location but cannot guarantee that space will be available. If we are unable to move the Event to an indoor or covered location, Eagle Glen management team will make an equitable adjustment to the final account of charges. No refunds or adjustments will be made so long as the Event is moved to an alternate location.

**9. FORCE MAJEURE.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including failure, refusal or delay in issuing permits, approvals and/or authorizations), injunction or court order, riots, insurrection, war, fire, earthquake, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Agreement (but excluding delays due to financial inability) (herein collectively, "Force Majeure Delays"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 9 shall not apply to nor operate to excuse Client from the payment of any fees in accordance with the terms of this Agreement.

**10. JOINT AND SEVERAL LIABILITY.** If more than one person executes this Agreement as Client: (a) each of them is and shall be jointly and severally liable for the provisions of this Agreement to be kept, observed and performed by Client; and (b) the act or signature of, or notice from or to, any one or more of them with respect to this Agreement shall be binding upon each and all of the persons executing this Agreement as Client with the same force and effect as if each and all of them had so acted or signed, or given or received such notice.

**11. COUNTERPARTS; SIGNATURES.** This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Eagle Glen and Client (i) intend to be bound by the signatures (whether original,

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faxed or electronic) on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

**12. PRIOR AGREEMENTS; AMENDMENTS.** This Agreement, including any exhibits that may be attached hereto, contains all of the covenants, provisions, agreements, conditions and understandings between Eagle Glen and Client concerning the Event, and no prior agreement or understanding, oral or written, express or implied, pertaining to the Event or any such other matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective representatives, provided such representatives are given written authority by Client. The parties acknowledge that all prior agreements, representations and negotiations are deemed superseded by the execution of this Agreement to the extent they are not expressly incorporated herein.

**13. QUIET ENJOYMENT:** We ask that Client and Client's attendees observe the Event Time as defined in Section 1 of this Agreement and further acknowledge and recognize there may be other private events, parties and golf clients (collectively "Other Guests") at Eagle Glen during the time of the Event. Client will be solely responsible for the conduct of its Event attendees and Outside Vendors to ensure they remain in those areas of the Event Location or public use areas of Eagle Glen Golf Club and do not in any way disturb or disrupt the Other Guests of Eagle Glen.

Eagle Glen, at its sole discretion, reserves the right to remove anyone from Eagle Glen who engages in disruptive, violent, profane, intoxicated or abusive behavior. Should any such disruption continue, Client will be notified, and the individual(s) will be removed from Eagle Glen.

Client therefore assumes full responsibility for the conduct of its Guests and for any damages, costs or liabilities that result from Client or Client's Guests' conduct.

The undersigned Client hereby accepts and understands the above as of this \_\_\_\_\_ day, \_\_\_\_\_ 20\_\_\_\_.

Event Sales for  
The Eagle Glen Country Club, LLC  
dba The Eagle Glen Golf Club

Client:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Alvord Schools - Hillcrest High

Sale Contact Information:

Name:  
Phone:  
Email: eventsales@eaglelengc.com

Date: \_\_\_\_\_

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1800 Eagle Glen Parkway Corona, CA 92883

Telephone: 951-278-2842 Fax:

## BANQUET EVENT ORDER #015841

**Event Name** Alvord Schools - Hillcrest High  
**Address:**

**Contact Name:** Charles Hopkins  
**Salesperson:** Kevin Hawk-Service Manager

**Email:** charles.hopkins@alvordschools.org  
**Contact Tel:**  
**Contact Fax:**  
**Printed:** Mar 25, 2022 10:41 AM

Date	Time	Function	Setup	Exp.	Guar.	Room	Room Rental
Tuesday May 03/22	6:00p - 8:00p	DINNER BUFFET	ROUNDS OF 10	100	100	PINNACLE	\$0.00

Food						
Date	Service Time	Service Type	Description	Qty	Charge	Total
May 03/22	6:00p	BUFFET DINNER	PINNACLE			
			SOUTH OF THE BORDER BUFFET Garden Salad with two assorted dressings (Ranch, Italian, Balsamic, Raspberry Vinaigrette), or Mexican Caesar Salad, Fruit Salad. Chicken Fajitas Poblano style, Cheese Enchiladas Spanish Rice and Refried Beans. Corn and Flour Tortillas, Salsa and Churros	100.00	\$27.00	\$2,700.00
	6:15p	BUFFET DINNER	PINNACLE			
			ITALIAN BUFFET Build your own Caesar Salad,  Italian Antipasto Salad. Beef Lasagna, Chicken Marsala, Italian Vegetables, Pasta Primavera with  Alfredo and Marinara Sauce. Focaccia Bread	0.00	\$27.00	\$0.00

Resources						
Date	Service Time	Description	Qty	Charge	Total	
May 03/22						

BANQUET EVENT ORDER #015841

6:00p	PINNACLE				
	PROJECTOR	1	\$75.00	\$75.00	
	AV TECH	1	\$25.00	\$25.00	

RESOURCE SPECIAL NOTES:  
Projector and Microphone Podium

Total Charges				
	Charges	Taxes	Service Chg	Total
Room	\$0.00	\$0.00	\$0.00	\$0.00
Food	\$2,700.00	\$288.23	\$594.00	\$3,582.23
Beverage	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$100.00	\$8.75	\$0.00	\$108.75
Grand Totals	\$2,800.00	\$296.98	\$594.00	\$3,690.98
Dep/Pymt Received				\$0.00
Balance Due				\$3,690.98

Guarantee:

THE EAGLE GLEN GOLF CLUB

Charles Hopkins

Date

Date