



C-9733
03/05/2015

ARROWHEAD
COUNTRY CLUB

19888 N. 73rd Avenue Glendale, AZ 85308
Phone: 623.561.9600 Fax: 623.561.9604

Meeting/Function Reservation Contract

The following represents an agreement (the "Agreement") between Arrowhead Country Club (the "Club") and Glendale Police Department ("You"), and outlines specific conditions and services to be provided:

DATE OF THE EVENT:	Thursday April 2 nd , 2015
CONTACT PERSON:	Debora Black
PHONE NUMBER:	(623)930-3059
GROUP NAME:	Glendale Police Department Awards Banquet
ADDRESS:	6835 N. 57 th Dr., Glendale, AZ 85301
FAX NUMBER:	N/A
E-MAIL ADDRESS:	(Clair) chueg@glendaleaz.com / (Angela) afreeman@glendaleaz.com
DEPOSIT:	\$1750.00- Due by March 5 th , 2015

FUNCTION INFORMATION/EVENT AGENDA

Start	End	Room	Attendance	Minimum Expenditure	Sponsoring Member
5:30PM	10:30PM	Ballroom / Fairway	200	\$3500.00++	Dominic Rae

MEETING AND FUNCTION SPACE

The Club reserves the right to charge for function space as needed, or to make changes in the function space in the event of changes to the original number of attendees. The applicable room rental charge is listed under the Function Information/Event Agenda clause of this Agreement above. The Club reserves the right to assign function space based on the final program and guaranteed number of attendees.

TIMING OF EVENT

You agree to begin your event promptly at the scheduled time and agree to vacate the designated function space at the closing hour indicated. You further agree to reimburse us for any overtime wage payments or other expense incurred by us because of your failure to comply with this Agreement.

GUARANTEES/MINIMUM EXPENDITURE

In arranging for private functions, guarantees are required for catered events as well as meetings. It is the sole responsibility of You to provide the Club with this information. The final guarantee of attendance is required for all functions by 10:00 am E.S.T. seven (7) business days prior to the function. This number is not subject to reduction. If the final guarantee of attendance is not communicated to us, the Club will consider the last expected guest count as the guarantee for the function and charge accordingly. The Club will prepare for 3% above the final guarantee up to 25 guests.

As You have indicated to us, your expected attendance will be 200 guests. The Club has reserved appropriate function space and offered You pricing based on your expected attendance. By signing this Agreement You are agreeing to a minimum expenditure of \$3500.00++ for food and beverage and room rental for your function regardless of your actual attendance. If final attendance exceeds the expected number of guests, the price of your function will be based on the per person charges times the final number of guests plus the room rental.

Initial _____ Date _____

MENU

Menu selection and set-up details should be arranged at least 45 days in advance of your function. If the function is booked within 45 days of occurrence, the menu selections are due with this Agreement. A banquet event order (BEO) will be provided once the menu selections have been made.

BEVERAGE

The Club is responsible for the sale and service of alcoholic beverages as regulated by Arizona State Law. The Club's alcoholic beverage license requires the Club to (1) request proper proof of legal age to consume alcohol, (2) refuse alcoholic beverage service if the person cannot provide the proper identification, and (3) refuse alcoholic beverage service to any person who, in the Club's judgment, appears intoxicated.

FOOD AND BEVERAGE REMOVAL

Due to food safety regulations, the removal of food and beverage from the meeting rooms and function spaces is not permitted at any time.

OUTSIDE FOOD AND BEVERAGE

The Club does not allow food and beverage to be brought into the meetings rooms and function spaces at any time unless approved in writing by the Club's Director of Catering.

SERVICE CHARGE AND STATE SALES TAX

A taxable 20% Service Charge will be added to the food, beverage, room rental, linen, attendants, rental services, and audio-visual totals for the function. By state law, state sales tax will be added to the total cost, including the service charge.

Tax Exempt

If You are exempt from state and local tax, a copy of your current Sales Tax Exemption Certificate must be furnished to the Club no later than three weeks prior to the event.

PAYMENT POLICIES / DEPOSITS

An advance deposit and full pre-payment are required to secure space in the event an organization or individual does not have direct bill privileges. Advance deposits are non-refundable. The following schedule is required for deposits and payments:

On contract signing to secure space on a definite basis (less than 45 days):	50% of Food & Beverage Minimum	Deposit Amount: \$1750.00	Payment Due by: March 5 th , 2015
Seven (7) business days before event:	100% of estimated charges	Deposit Amount: Remaining balance	Payment Due by: March 25 th , 2015

PAYMENTS

Payments can be made by cash, personal check, bank/teller check, credit card, or pre-approved direct bill. Final payments must be made by cash, bank/teller check, credit card, or pre-approved direct bill.

Cash, Check or Bank/Teller Check

Payment by cash, personal check or bank/teller check must be made in accordance with the payment schedule listed under the Payment Policies/Deposits section of this Agreement. The specific event should be referenced on the memo line at the bottom of the check. Personal checks will not be accepted for final payments.

Credit Card

The Club accepts American Express, Visa, Master Card and Discover. If You wish to remit payment with a credit card, the credit card authorization form attached must be completed and returned with this Agreement.

Direct Bill

Accounts with satisfactory credit arrangements must be settled in full upon receipt of invoice(s). Direct billing privileges are available exclusively for business and/or organizations that have established credit a minimum of four (4) weeks prior to the function. Direct billing is not allowed if total charge billed is less than \$3,000.

Initial _____ Date _____

Club Accounts

In the event any charges under this Agreement are permitted to a Club Account, You acknowledge and agree that Club accounts are due and payable, in full, by the 20th day of each month and no balance may be carried on the member's monthly Club account. Past due bills shall incur a one-time charge equal to the greater of either (i) ten percent (10%) of the delinquent amount, or (ii) \$25.00, plus interest of one and a half percent (1.5%) will accrue on the entire account balance.

NOTIFICATION

The Club reserves the right to cancel this Agreement without notice or any liability if deposit and payment terms are not met. If You fail to pay any charges under this Agreement, You shall be responsible for all of the Club's expenses in collecting such amounts including reasonable attorney and collection costs.

CANCELLATION

You may cancel this Agreement only upon giving written notice to the Club. The parties agree and understand that in the event of a cancellation, the Club's actual damages would be difficult to determine. Should You cancel the function or move the function to another facility or city, such decision would constitute a breach of its obligation to the Club and the Club would be harmed. Therefore, the parties agree to the following terms and amounts paid as liquidated damages, but the parties further expressly agree that these amounts shall not diminish or absolve liability for any damages the Club may sustain as otherwise provided herein, including but not limited to the sections relating to Conduct and Use, Indemnification and Hazardous Materials, and any such amounts shall be in addition to the following:

<u>Cancellation Between Date of Contract</u>	<u>Cancellation Fee</u>
To within Ninety (90) days of the event	30%
To within Forty-five (45) days prior to event	50%
To within Twenty-one (21) days prior to event	100%

In the event that this happens, the Club will make every effort to resell the released space and reduce the damages accordingly. Any deposit monies received will be credited toward damages due.

ADDITIONAL FEES

Room Set Up

Should advance setup or late teardown be required, an additional setup fee will be incurred. Should your meeting requirements change from the signed banquet event order after the room setup has been completed, You will be responsible for an additional setup fee.

Room Rental

Any changes requested in your agenda after receipt of the Agreement are subject to the space availability at the time of the request. If an unusual amount of meeting space is required from the signed banquet event order, an additional room rental fee will be incurred.

Labor Charges

If the guaranteed number for your function is fewer than twenty-five (25) persons, a \$100.00 labor charge will be added to your bill. This will be used to cover the Club's costs of the event and will not be distributed as a gratuity to the Club's employees working at your function.

PRICE INCREASES

All printed Catering menu and Room Rental prices are subject to change without notice. However, all contracted prices will be honored up to 6 months prior to the date of the function.

SECURITY

If by the Club's sole judgment it is determined that You need uniformed security personnel to maintain adequate security measures in light of the size and/or nature of your function, You will provide security personnel supplied by a reputable licensed guard or security agency doing business in the local area at your expense. The agency will be subject to the Club's prior approval.

CONDUCT AND USE

You are responsible for informing and regulating your attendees as to the Club's Rules & Regulations ("Rules") and dress code. Additionally, You are responsible for ensuring that no prohibited items, either pursuant to the Club's

Initial _____ Date _____

Rules or applicable law, are brought onto the premises. You are furthermore responsible for ensuring that the attendees of your function do not disturb the enjoyment of adjacent areas by other guests of the Club, whether by noise, conduct or otherwise. Additionally, You are responsible for the repair and/or replacement of any aspect of the premises which becomes damages in any way, no matter how insignificant, as a result of You, your employees, contractors, agents, guests, customers, licensees, invitees, attendees or other third parties. You agree to leave any meeting and function space used in a clean and neat manner upon conclusion of the event, with all garbage placed in designated receptacles.

DISPLAYS AND DECORATIONS

All displays and/or decorations will be subject to the Club's prior written approval. Items may not be attached to walls, doors, windows or ceiling with tape, nails or staples. You are responsible for the removal of all decorations at the conclusion of the function. The Club is not responsible for any loss or damage to your property and do not maintain insurance covering it.

DELIVERIES

Arrangements for delivery of packages should be made through your catering representative. All packages sent to the property must be prepaid. Due to limited storage space, long-term storage of packages or equipment is not possible. Items stored for more than 1 day may incur additional charges.

PYROTECHNICS

No indoor pyrotechnics or other incendiary devices are allowed anywhere on the premises. Any planned outdoor pyrotechnics must be approved by the local fire department and comply with all municipal codes.

HAZARDOUS MATERIALS

As used in this Agreement, the term "hazardous materials" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or in the definition of "hazardous substances," "hazardous wastes," "infectious wastes," "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws, regulations or ordinances, including, without limitation, oil, petroleum based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCB's and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

You shall not cause or permit any hazardous materials to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled, or disposed of in, on, under or about the premises, the Club or the land on which the Club is located by You, your agents, employees, contractors, guests, invitees, attendees, or licensees. Without in any manner limiting the Club's rights and your obligations under any other indemnity set forth in this Agreement, You shall indemnify, defend and hold the Club harmless from and against any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages), expenses (including, without limitation, attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from a breach of this prohibition by You, your agents, employees, contractors, guests, invitees, attendees, or licensees. You shall be legally and financially responsible for removing any hazardous materials arising out of or related to the use or occupancy of the premises.

AUXILIARY AIDS

The Club represents and You acknowledge that the facilities being rented for You will comply with the Club's public accommodation requirements under the Americans With Disabilities Act. You agree that 2 weeks prior to your event You will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. You agree to pay all charges associated with the provision of such aids by the Club.

NON-PERFORMANCE

The Club should not be liable for non-performance of this Agreement when such non-performance is attributable to labor troubles, or strikes, accidents, government (State, Federal and Municipal) regulations of, or restrictions upon travel or transportation, non availability of food, beverage, supplies, riots, national emergencies, acts of God

Initial _____ Date _____

including hurricanes and floods, and other clauses whether enumerated herein or not, which are beyond the reasonable control of the Club, preventing or interfering with the Club's performance.

INDEMNIFICATION

You will protect, indemnify, save harmless, release and defend the Club, the Club's members, directors, officers and employees from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including reasonable attorneys' fees and expenses), to the extent permitted by law, imposed upon or incurred by or asserted against the Club by You, your employees, contractors, agents, guests, customers, licensees, invitees, attendees or other third parties by reason of:

- (i) any accident, injury to, or death of persons or loss of or damage to property occurring on or about the premises or which are related to your activities and the use of any and all facilities, amenities and improvements at the premises;
- (ii) any damage, use, misuse, non-use, condition, maintenance, or repair of the premises; and/or
- (iii) any failure on the part of You to comply with any of the terms of this Agreement.

ACCEPTANCE

All of the above facilities and services are being held on a first option tentative basis until March 5th, 2015. After that date, all contractual items noted herein shall be null and void unless notified in writing by You.

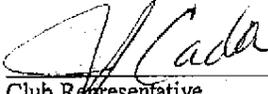
Should another organization request the same set of dates and desire to confirm prior to your option date, You will be notified and given twenty-four (24) hours to sign this Agreement. If the signed Agreement is not returned within twenty -four (24) hours, space will be released to the other group.

Please initial each page, sign and return a copy of this Agreement. Both parties must initial any changes to this Agreement. This Agreement will constitute a binding contract between the parties. If this Agreement is not received by the date above, all function rooms and meeting space referred to herein will be released, and neither party will have any further obligations under this Agreement. There are no other representations, implied or oral, between the Club and You with respect to this Agreement.

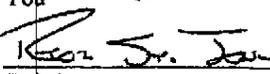
The Arrowhead Country Club looks forward to serving as your host.



You



Club Representative



(Print)

Jennifer Cada - Director of Catering

(Print)

3-4-15
Date

3/4/15
Date

ATTEST:


City Clerk

Approved as to form



City Attorney

Initial _____ Date _____