



Greetings,

On behalf of Catamount Ranch and Club, we would like to extend a warm welcome to you and your guests. We take pride in delivering the extra touch that reflects our gracious hospitality and service.

Enclosed is a contract for your event request. Please read through carefully and let me know if you have any questions regarding the information.

Prior to finalizing your date, you were given our Banquet Menus. While it is very comprehensive, and we realize you may have something particular in mind, our professional culinary team is capable of preparing anything from regional favorites to exotic specialties. We take pleasure in tailoring your desires to meet your individual needs. So, please do not hesitate to ask.

It is possible to arrange a tasting of some items as long as sufficient time have been given, but unfortunately we cannot guarantee you would have access to all banquet menu items.

Our management team will make sure they spend the time to ensure all your requests are taken care of from the planning stages to the moment of execution. We want to make your event unforgettable.

We look forward to serving you and hosting your special event.

Sincerely,

Nikki Knoebel
Special Events Manager

Terms and Conditions

All functions, events, private parties, and/or golf outings booked at Catamount Ranch and Club (the "Club") are subject to the following terms and conditions (the "Terms and Conditions"):

1. **FUNCTION.** The undersigned ("Client") desires to hold the function, event, private party, and/or golf outing ("Function") specified on the confirmation letter ("Function Confirmation") to which these Terms and Conditions are attached.
2. **FUNCTION DATE/FUNCTION TIME.** The Function shall be held on the date specified on the Function Confirmation (**date**). The Function shall begin no earlier than the starting time and shall end no later than the ending time specified on the Function Confirmation (**time**). In the event that functions go beyond the allotted time frame, there will be additional charges for labor and overtime associated with that event.
3. **FUNCTION SPACE.** The Club facilities specified on the Function Confirmation (the **location**) shall be reserved by the Club for the Function.
4. **FUNCTION SPACE CHARGES.** Client agrees to pay the following charges for the use of the Function Space:
 - a. **FUNCTION SPACE RENTAL:** _____
 - b. **LABOR CHARGE:** In the event the Function requires the usage of more than one room or area, an additional labor charge of \$_____ will be charged for set-up.
 - c. **CEREMONY:** In the event the Function involves a ceremony, an additional set-up charge of \$_____ will be charged.
5. **FUNCTION SPACE ASSIGNMENTS.** The Club reserves the right to change the reserved Function Space due to change in size of Client's Function, or if other factors dictate the necessity. The Club will ensure that Client is accommodated in appropriate alternate facilities, and is advised in advance of any such change.
6. **DRESS CODE.** The Club requires that Client, and Client's family members, guests, invitees and all other persons attending the Function adhere to the dress code requirements set forth in the Club governing documents and rules and regulations. The Club recommends the inclusion of a "Dress Code Advice Card" with Client's invitation. If the Function includes a Golf Tournament, appropriate golf attire is required for all participants. Metal spikes are not allowed. Collared shirts and shorts that are slightly above the knees are acceptable. Denim, t-shirts, tank tops, bathing suits and short shorts are not allowed.
7. **INITIAL DEPOSIT.** An initial nonrefundable deposit of the **Site Fee (\$)** is due immediately to reserve the desired Function Date, Function Time and Function Space. Client acknowledges that the Initial Deposit (collectively referred to as the "Deposit") is NON-REFUNDABLE.
8. **BALANCE DUE/TOTAL GOLF TOURNAMENT COST.** For Functions that do not include a Golf Tournament, the balance of the total charge for the Function (the "Balance Due") is due in full in clear funds no later than ten (10) business days after the Function Date. For Functions that do include a Golf Tournament, the Total Golf Tournament Cost is due in full in clear funds no later than five (5) full days prior to the scheduled Function Date (seven [7] full days prior to the scheduled Function Date if payment is made via company check), and the remaining Balance Due for the Function is due in full in clear funds no later than three (3) business days prior to the Function Date. Failure to pay the Total

Golf Tournament Cost and/or Balance Due at such times entitles the Club, in its sole discretion, to terminate Client's reservation and cancel the Function, in which case the Club shall deny Client and Client's guests access to the Club facilities, retain all Deposits, and be held harmless for the above actions. Except as otherwise provided herein, payment must be made by cash, certified check, or credit card. Notwithstanding any other provisions in these Terms and Conditions, the Club reserves the right to impose a late payment charge equal to the maximum rate allowed by law on the unpaid Balance Due and/or Total Golf Tournament Cost, and the reasonable cost of collection including attorney's fees, on any and all amounts not paid hereunder in a timely manner.

9. **CREDIT CARD AUTHORIZATION.** Pursuant to the "Credit Card Authorization" completed and executed by Client in connection with booking the Function, Client has authorized the Club to charge the Balance Due, and/or Total Golf Tournament Cost to Client's credit card.
10. **TAXES.** Client understands that all applicable federal, state and city taxes will be added to the total charge for the Function. Client must provide a copy of the tax-exempt form (if applicable) at the time of the Function is booked in order to receive the tax exemption.
11. **SERVICE CHARGE.** Client understands that a service charge equal to twenty percent (20%) of the total food and beverage charges will be added to Client's bill for the Function, and such amount shall be subject to all applicable federal, state and city taxes.
12. **MINIMUM REVENUE REQUIREMENT.** Client understands and agrees that a minimum food and beverage revenue of \$___ (the "Minimum Revenue Requirement") is required in order to guarantee the particular Function Space and Menu Price negotiated. The Minimum Revenue Requirement does not include applicable service charges and taxes.
13. **DEPOSITS.** All Deposits are credited toward the cost of the Function.
14. **BANQUET EVENT ORDER.** Client understands and agrees that the final details of the Function, including the menu for the Function (the "Menu") and the pricing for the Menu food and beverage items (the "Menu Price(s)") shall be set forth on the "Banquet Event Order" which shall be completed and executed by Client and the Club seven (7) days in advance of the Function Date.
15. **MENU.** The Menu must be submitted by Client at least fourteen (14) days in advance of the Function so that the Club has a reasonable opportunity to order the selected items. The Club has the right to make necessary and reasonable substitutions in the Menu required by market availability. Food and beverages may not be brought onto the Club's premises by Client or any guests.
16. **ALCOHOLIC BEVERAGES.** Client covenants to be responsible for the consumption of alcoholic beverages by Client's guests and attendees during the Function. No alcoholic beverages will be served to anyone under the age of twenty-one (21). The Club reserves the right to request identification from guests who appear to be under thirty (30) years of age. In the sole discretion of the Club, underage guests, guests who do not have acceptable ID, or guests found supplying alcohol to minors, may be asked to leave the Club premises. No refund will be given for any guest who is asked to leave a Function for the above reasons. Client acknowledges and agrees that it is the primary responsibility of Client and not the Club to control the consumption of alcoholic beverages by Client's guests and attendees and that the Club will look to Client to carry out this responsibility fully.
17. **NUMBER OF PEOPLE.** Except as otherwise provided herein for Golf Tournaments, final

notification of the number of people attending a Function must be given to the Club no later than 12:00 p.m. three (3) business days prior to the Function Date. The number of people given at such time shall constitute a guarantee, not subject to reduction by Client, and charges will be made accordingly. If the Client does not notify the Club within the time indicated, the Club will assume the attendance estimated to be the correct number and charges will be made on that basis, subject to increases by the Club for actual attendance in excess of the estimate.

18. **MENU PRICES.** All Menu Prices are subject to increase if there are increases in the Club's food and beverage or labor costs which occur between the date the Function is booked and the Function Date. The Client agrees upon notification to pay such increased prices up to fifteen percent (15%) of the total Menu Price. If the increase is greater than fifteen percent (15%) of the total Menu Price, the Club may cancel the Function if Client refuses to pay the increased costs and shall be held harmless for doing so. The Client shall accept any necessary substitutions of food and beverages, and Menu Prices shall be adjusted to reflect changes in the Club's costs. **Menu Prices are not guaranteed until ninety (90) days prior to the Function Date.**

19. **GOLF TOURNAMENTS.** If the Function includes a golf tournament (a "Golf Tournament"), the following additional provisions shall apply:

- a. Estimated Number of Players: _____. The final number of players is required fourteen (14) days prior to the Function Date. Group pairing lists must be received by the Club seventy-two (72) hours prior to the Function Date.
- b. Golf Tournament Starting Time: _____.
- c. Golf Tournament Format: _____.
- d. Rate per Person: \$_____ plus 7% state sales tax.
- e. Rate Includes: ____ Range Balls ____ Tournament Fees ____ GPS ____ Cart Signs
- f. Merchandise: _____.
- g. Prizes and Awards: _____.
- h. Box Lunches: ____ @ \$_____ each plus tax and gratuity. ____ On Cart ____ Registration
- i. Other Food and Beverage: _____.
- j. Total Golf Tournament Cost: \$_____.
- k. Proximity Markers: ____ Closest to Pin ____ Longest Drive ____ Longest Putt
- l. Beverage Cart: ____ Master ____ Cash
- m. Snack Shop: ____ Tab ____ Cash
- n. Club Rental @ \$50.00 per Set: ____ Master ____ Cash (Number and amount of club rentals shall be added to Total Golf Tournament Cost at time of Golf Tournament)
- o. Balls and Gloves: ____ Master ____ Cash
- p. At no time may the number of players be reduced by more than twenty percent (20%) of the number of players listed above without incurring a charge for the removed player(s), which shall be equal to the applicable percentage amount due for the players removed, the amount of which shall be calculated as of the date the Club receives notice of the player change. Notwithstanding the previous sentence, a failure to notify the Club of a change to the number of players will result in charges of the greater of (i) the actual number participating in the Golf Tournament, or (ii) said number of players listed above.
- q. To comply with state and local regulations, all food and beverage must be purchased from and served by the Club. Outside food, beverage and coolers are not allowed.

20. **ENTERTAINMENT.** Except as may be otherwise permitted herein, Client shall not

arrange for any shows, exhibits, musical or theatrical performances, contests, games, radio or television broadcasts, speakers or other forms of entertainment during the function unless previously approved by the Club in writing.

21. **DAMAGES**. The Client agrees to be responsible for any and all liability and damages occurring on the premises or any other part of the Club caused directly or indirectly by the Client, his or her guests, family members, invitees, employees, independent contractors or other agents, including without limitation, damages occurring during the specified Function Times, and/or during set up or tear down time. If the Function includes a Golf Tournament, the Client shall be responsible for any losses or damages caused by Golf Tournament participants.
22. **LOSS OF PROPERTY**. The Club is not responsible for damages or loss of any personal property of Client or Client's guests, invitees, family members, employees, independent contractors or other agents, however caused, whether such property is checked, left, kept, stored, or parked on Club premises, and Client shall indemnify and hold the Club harmless from any such claims made by Client or Client's guests, invitees, family members, employees, independent contractors or other agents, or Golf Tournament participants.
23. **CANCELLATION**.
 - a. **Cancellation by Club**. The Club may terminate Client's reservation and cancel the Function due to acts of God, strikes, lockouts, material or labor restrictions by any governmental authority or any other cause not reasonably within the control of the Club and which by the exercise of due diligence, the Club is unable, wholly or in part, to prevent or overcome. In such event, all Deposits shall be returned to Client, less an amount equal to Club's costs incurred prior to such cancellation.
 - b. **Cancellation by Client**. If the Client wishes to cancel the Function at any time prior to the Function Date, written notice of cancellation must be submitted to the Club. Should the Client choose to cancel the Function after the Function has been booked and Deposit(s) received, ALL DEPOSITS ARE NON-REFUNDABLE, and the following cancellation charges will apply:
 - Cancellation from 180 days to 90 days prior to the Function Date: Deposit(s) are forfeited
 - Cancellation from 89 days to 30 days prior to the Function Date: 50% of the Minimum Revenue Requirement and 25% of the Total Golf Tournament Cost (if applicable) will be due
 - Cancellation from 29 days to 7 days prior to the Function Date: 50% of the Minimum Revenue Requirement and 100% of the Total Golf Tournament Cost (if applicable) will be due
 - Cancellation within 7 days of the Function Date: 100% of the Minimum Revenue Requirement and 100% of Total Golf Tournament Cost (if applicable) will be due
25. **MULTIPLE CLIENTS**. If more than one person signs below as Client, all such Clients shall be jointly and severally responsible for all promises, obligations, covenants, warranties and indemnifications of Client as herein expressed.
26. **MISCELLANEOUS CHARGES**. The Client is responsible for abiding by the Function Time designated on the Function Confirmation as the Club may have commitments for the facilities prior to or following the Client's Function. Additional charges will be imposed or

extending beyond the contracted Function Time. Notwithstanding the foregoing, Functions will be no longer than six (6) hours, and Client agrees to pay wait staff extra for overtime beyond such time. The decision to move any outdoor Function inside due to inclement weather will be made by the Club four (4) hours prior to the scheduled starting time of the Function. If the decision must be delayed due to the Client's request, a service charge of \$500.00 will be added to the total charge for the Function. The Club has the right to make the final decision as to moving a Function inside due to inclement weather, and will be held harmless for doing so.

27. **FUNCTION SPACE SETUP.** Function Space reserved will be available to Client and/or Client's decorator three (3) hours prior to the scheduled starting time of the Function. The Main Dining Room is available "as is." No furniture or décor may be removed from any room. Decorations, signage or displays brought into the Club by the Client or any of Client's representatives must be approved in advance by a Club representative. In order to prevent damage to the fine fixtures and furnishings of the Club, items may not be attached to any stationary wall, floor, windows, or ceilings with nails, staples, tape or any other substance or material. Prior to Client's departure from the Club premises following the conclusion of the Function, an inspection will be made with a Club representative to assess the Function Space for damages.
28. **HOLIDAY DÉCOR.** Each year from the Club decorates the clubhouse for the Christmas holiday season (the "Holiday Décor"). Client accepts the Function Space "as is" including any Holiday Décor. The Club will not remove any Holiday Décor from the Function Space for the Function. Client and Client's decorator and representatives may not remove any Holiday Décor from the Function Space.
29. **MUSIC and HOURS OF OPERATION.** All music for events must cease no later than 10:00 PM unless agreed to by the Club. In addition music must be kept to a decibel level of 50db or lower as to not interfere with the enjoyment of our adjacent homeowners. It is the Clients responsibility to inform the entertainment of this provision. The Club reserves the right to terminate the entertainment if it is deemed to loud and the entertainers are not cooperative. This of course would not be done without addressing the issue with the event coordinator or client themselves.
30. **ENTIRE AGREEMENT.** These Terms and Conditions, the Function Confirmation, the Credit Card Authorization, and the Banquet Event Order embody the entire agreement and understanding of the parties hereto relating to the Function and supersede all prior representations, agreements and understanding, oral or written, relating to the Function. No modifications to the above documents may be made unless the modification is in writing and is signed by a Club representative.
31. **PAYMENT DEFAULT.** Payment is due upon the closing of the event. Any event in which payment is not received by 30 days from the event, will incur the following:
 - a. Finance charge of 21.00% annually or the maximum allowed by law, and
 - b. A delinquency fee of \$15.00.

In addition, after 30 days the charges will be charged to the credit card on file.

In the event that the credit card on file is declined for charges, Catamount Ranch and Club and its affiliates will take any necessary means of collection immediately.

31. **ADHERENCE TO RULES AND REGULATIONS.** The Client is responsible for the behavior and conduct of Client, his or her guests, family members, invitees, employees, independent contractors and all other persons while on the Club premises for the

Function, including Golf Tournaments, and agrees to ensure that all such persons adhere to the Rules and Regulations of Catamount Ranch and Club. Good order, proper attire and decorum must be observed by Client, his or her guests, family members, invitees, employees, independent contractors and all other persons at all times while on the Club premises. A copy of the Club's current Rules and Regulations will be furnished to Client on request.

32. **RELEASE/INDEMNITY**. As a material inducement to permit the Function to be held at the Club, Client hereby releases and agrees to indemnify and hold Catamount Ranch and Club and all agents, successors, assignees, affiliates, partners, co-venturers, shareholders, directors, officers and employees of the foregoing (collectively referred to as the "Club"), harmless from and against any and all manner of actions, causes of action, liabilities, controversies, agreements, promises, damages, rights, injuries, judgments, claims, and demands of any nature whatsoever at law or equity, that arise out of or in connection with the Function, including, without limitation, claims or liabilities associated with guests', invitees', attendees', players' and/or spectators' injuries during said Function and, if applicable, claims or liabilities arising from the use and/or operation of golf carts owned and furnished by the Club, whether or not such liability, loss or expense occurs by reason of damage to property (including golf carts if applicable) or injury to persons including death, and whether or not such damage or injury occurs as the result of negligence of the Club, its employees or agents or of any party or person. IT IS THE EXPRESS INTENTION OF CLIENT BY EXECUTION OF THIS DOCUMENT TO RELIEVE CLUB FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY ANY REASON OR MATTER ARISING AT OR RELATED IN ANY WAY TO THE FUNCTION. Client acknowledges that Client is responsible for any and all liability and damages arising directly or indirectly out of or in connection with the Function, including without limitation, damages occurring during the Function Time, and/or during set up or tear down times.
33. **ARBITRATION OF DISPUTES**. All disputes arising hereunder (including but not limited to disputing which party is entitled to the Deposits if the Function is terminated prior to the Function Date), shall, upon written notice from either party to the other, be submitted to binding arbitration and not to a court for determination. Such arbitration shall be accomplished expeditiously in the County where the Club is located and shall be conducted in accordance with the rules of the American Arbitration Association (by an independent arbitration service selected by the Club) and judgment upon the award rendered by the Arbitrator shall be final and binding on the parties, and may be entered in any court having jurisdiction thereof. All costs charged by the Arbitrator will be paid or reimbursed to the prevailing party by the losing party, or as otherwise allocated by the Arbitrator. Furthermore, the prevailing party will be entitled to recover attorney's fees, costs and expenses actually incurred by the prevailing party in such proceeding. Neither Club nor Client shall be responsible for consequential damages. The terms of this paragraph shall survive the termination of this agreement.
34. **INDEPENDENT COMPANY**. Client recognizes and acknowledges that Catamount Ranch and Club, a Colorado limited liability company, to whom Client will solely look and who is solely responsible for the obligations and liabilities of the Club recited herein, arising hereunder, or in any manner related to the transactions contemplated hereby. The Client further recognizes and acknowledges that no other entity or entities, including (i) any individual, or (ii) any corporation affiliated with the Club is in any manner liable or responsible for the obligations and liabilities of the Club, whether recited herein, arising hereunder, or in any manner related to the transactions contemplated hereby.

Client hereby acknowledges that Client has read the foregoing Terms and Conditions, fully understands same, and accepts full responsibility as set forth herein.

CATAMOUNT RANCH AND CLUB

CLIENT

By: _____
Club Catering Representative

Client's Signature

Date: _____

Printed Name: _____

Date: _____

Event Date and Location

Client's Signature

Print Name: _____

Date: _____

CLIENT CONTACT INFORMATION

Address Line 1

Address Line 2

City State Zip Code

Email Address

Home Phone

Cell Phone

Fax

Credit Card Authorization

Credit Card #: _____

Expiration Date: _____

Name as it appears on card: _____

Billing address: _____

Name of Group/ Event: _____

Date of Event: _____

Location of Event: _____

I, _____ (please print name),
authorize Catamount Ranch and Club to charge the
balance due on my Banquet Event to my credit card if full
payment has not been received within 30 days of my event.

Signature: _____

Date: _____

