

White Lake Golf Club
Evan McCombs Memorial Pavilion Use Agreement

This agreement ("Agreement") made as of this _____ day of _____, 20____, by and between White Lake Golf Club ("WLGC") and _____, member of WLGC ("User") collectively the "Parties".

White Lake Golf Club ("WLGC") hereby grants a limited and revocable license ("License") to the User to use the Evan McCombs Memorial Pavilion ("Pavilion") on the following terms:

1. Event Date:

The User shall hold the following Event: _____ ("Event") on the _____ day of _____, 20____, between the hours of _____ and _____. User is authorized to use the Pavilion to hold the Event and for no other purpose. User will expect #_____ people and will need #_____ tables and #_____ chairs.

2. Pavilion:

The Pavilion shall be that area depicted on the drawing attached to this Agreement. The User shall not permit its guests, invitees, agents or contractors to enter upon or use any other portion of WLGC property and shall provide adequate oversight to restrict use of the Pavilion.

3. Alcoholic Beverages:

Will Alcohol be served? Yes _____ No _____

Will Alcohol be sold (i.e., Cash Bar or drinks provided with an entry fee)? Yes _____ No _____

If Alcohol will be served, the following shall apply, which User acknowledges and agrees to, by their signature at the end of this paragraph:

- a. The user shall furnish a certificate of insurance for \$1,000,000 naming WLGC as an additional insured, which certificate shall be emailed to WLGC@whitelakegc.com at least seven days prior to the Event. A certificate of insurance can be supplied by User's insurance agent, or see below for how and where to obtain insurance:

<https://www.privateeventinsurance.com>

<https://www.travelers.com/personal-insurance/weddinginsurnce/private-event-insurance.aspx>

<https://qu9te.rvnuccio.com/USODataPage.aspx?PageName=SEQuickRate.aspx>

- b. If an alcoholic beverage license is required by the Michigan Liquor Control Commission (MLCC), User shall provide a copy of the license to WLGC along with the certificate of insurance.

- c. User agrees that the service of alcoholic beverages shall be in accordance with all statutes of the State of Michigan and in compliance with all MLCC rules.

User understands and agrees to abide by the above requirements:

Signature

4. Fees:

User shall pay the following amounts prior to the scheduled Event:

- a. The amount inserted is based upon estimated hours of use.
The user shall pay to WLGC a fee of \$200 for every hour or portion thereof for which the pavilion is used. \$ _____
- Table Coverings \$100 per Event \$ _____
 - Gas Grill(s) \$15 ea. x _____ \$ _____
 - Use of TV - \$50.00 \$ _____
 - Use of Sound System - \$25.00 \$ _____
 - Damage / Clean up Deposit \$500 \$ _____
- Total Due \$ _____**

User shall return the Pavilion in its original condition. The user shall be responsible for all damage and clean-up costs. The damage/clean-up deposit shall be applied to damage or clean-up costs incurred by WLGC. Damages and necessary clean-up costs shall be determined at the sole discretion of WLGC. Any deposit not utilized for damage or clean-up costs shall be returned to the User following a satisfactory inspection by WLGC.

5. WLGC Rights and Obligations:

- a. The Pavilion shall be provided by WLGC as-is and WLGC makes no warranty regarding the suitability of the Pavilion for the User's intended use.
- b. WLGC shall have the right to enter the Pavilion at any time for any reasonable purpose.

6. Indemnification:

User hereby indemnifies and holds WLGC, its Members and Directors harmless from any damages, actions, suits, claims or other costs, including reasonable attorney costs arising out of the, or in connection with any damage to any property or any injury caused to any person, including death, resulting from User's use of the Pavilion including any acts of omissions on the

part of User, its guests, invitees, employees, independent contractors, or other agents. User shall notify WLGC of any damage or injury of which it has knowledge of, to, or near the Pavilion regardless of the cause of such damage or injury.

7. Cancellation:

a. By WLGC: WLGC may revoke the License at any time prior to the Event Date provided it gives the User prior written notice. In the event that WLGC revokes the License prior to the event for reasons other than nonpayment of the fees or breach of this agreement by User, WLGC shall refund to User the full amount paid by User in connection with this agreement, including the entire Deposit.

b. By User: User may cancel the License by notifying WLGC in writing not less than 14 days prior to the Event Date, in which case WLGC shall refund the full amount of the User fees which have been deposited. If the notification is less than 14 days but more than 7 days, a 50% refund will be given. If it is less than 7 days, no refund shall be made.

8. Governing Law:

This agreement shall be construed in accordance with and governed in all respects by Michigan law.

9. Amendment:

This Agreement may only be amended by written amendment signed by both of the parties.

10. Entire Agreement:

This agreement constitutes the entire agreement between User and WLGC and supersedes any prior understanding or representation of any kind preceding the date of this agreement.

IN WITNESS THEREOF, the Parties have caused this agreement to be executed as below:

User: _____ Date: _____

WLGC: _____ Date: _____

Pavilion Use Parameters:

- The pavilion will be available for use April – September.
- Pavilion may be used for private events by WLGC Members in good standing no more than one time per season.
- Non-member lessees must be sponsored by a WLGC member. Sponsors are expected to see that the lessee's responsibilities are followed and are responsible for making sure the lessee does a satisfactory clean-up job.
- Event may not exceed four (4) hours (not including set up and clean up)
- Event must not exceed 100 attendees.
- Event must not conflict with WLGC scheduled events.
- All Events must end by 10:00pm (not including clean up time).
- Users shall stay off the practice putting green at all times unless flat soled shoes (no high heeled shoes) are worn, and children shall be supervised when walking or playing on the Club facility.
- User is responsible for returning the Pavilion into the condition it was prior to the Event:
 - Food and drink cleared and removed.
 - Tablecloths removed and cleaned by User and returned within 3 days.
 - Tables and chairs stacked and stored.
 - Garbage in bags and removed from the premises by the User.
- Event must be scheduled and approved by WLGC Board President or Vice President in writing at least seven (7) days prior to Event date. WLGC Board of Directors may deny request for any reason.
- Total Rental Fee and Deposit is required to be paid in full 7 days prior to the event.
- The user will have the right to contract and use caterer of their choice and is solely responsible for all related costs.
- No alcohol may be sold while using the White Lake Golf Club pavilion, without the lessee obtaining their own Liquor License. Proof of licensure is required if liquor is to be sold.
- WLGC is not responsible for any loss, personal injury, or damage to personal property of lessee or lessee's guests.
- If alcohol is provided, it is provided at User sole liability. Users are expected to monitor consumption and will not allow service to minors under 21 years old. (a liquor liability waiver is required)
- Users will monitor their guests that are not permitted on the golf course or practice facilities (tees, greens).

Initials- I have read.