



**Andy Tracy Golf 2020 Contract**

**October 4, 2019**

The following represents an Agreement between Treetops Resort (“Resort”) and (“Organization”) and outlines specific conditions and services to be provided.

**NAME OF EVENT:** Andy Tracy Golf 2020  
**CONTACT:** Andy Tracy  
**TITLE:** Group Planner  
**ADDRESS:** 1831 Ridge Cliff Road  
Columbus, OH 43221  
**TELEPHONE:** (419) 973-1700  
**EMAIL:** andrew.l.tracy@gmail.com  
**SALES MANAGER:** Alex Hughes  
**DATES OF EVENT:** Sunday, July 19 - Wednesday, July 22, 2020  
**ANTICIPATED ATTENDANCE:** 28

**Event Dates and Guest Room Block**

This contract is holding from our inventory on a tentative basis only the following arrival and departure pattern, once this contract is accepted and signed we will consider sold to you for your use room nights and events pursuant to the following arrival and departure pattern:

**Guest Room Block**

\_\_\_\_\_ **Client Initials**

	Sun 07/19/2020	Mon 07/20/2020	Tue 07/21/2020
	Rooms	Rooms	Rooms
3 Bedroom Jones Cottage	1	1	1
Inn Deluxe	11	11	11

**Reservation Process: Rooming List Group Block Cut-off: May 20, 2020**

The below package/room rates are net and non-commissionable.

The package is quoted per person per stay and the package consists of:

\_\_\_\_\_ **Client Initials**

- \$479.00 Per Person
- Three Nights Lodging
  - Based on Double occupancy

- Single Occupancy Packages are available at a surcharged rate.
- Four 18 Hole Rounds
- Use of golf cart and practice facility
- One Comp Package for Andy Tracy with 23 fully paid packages.
- All taxes and resort fees are included.
- Threetops round is \$44 per person individual pay.
- **PLEASE NOTE:** This package is based upon 28 persons sharing 11 rooms each night and One 3 Bedroom Jones Cottage.
  - Should the number of persons decrease below **16** your price **will** increase to reflect the difference.

**Agreement Decision Date**

These arrangements will be reserved on your behalf until October 18, 2019, by which time the Resort must have received a signed copy of this agreement and agenda verifying your acceptance. In the event we have a request for your dates from another organization prior to October 18, 2019 we will contact you for a definite decision to confirm or release these dates in writing within 48 hours. If we have not received your confirmation by October 18, 2019, the Resort will release all space for resale.

**Billing Information**

\_\_\_\_\_ **Client Initials**

**Golf Package:**

**Individual Pay**

**Incidentals:**

**Individual Pay**

**Settlement:**

\_\_\_\_\_ **Client Initials**

1. All charges, less any advance deposit, must be paid upon arrival.
2. No refunds on any unused portions of the package. Rain checks or vouchers will be issued.

**Advance Payments:**

\_\_\_\_\_ **Client Initials**

**A non-refundable advance payment of \$200.00 is required by October 18, 2019.** Checks must be payable to Treetops Resort. Should the organization choose to provide payment by credit card, a "Credit Card Authorization Form" from the Resort must be requested and completed by the credit card holder.

**Rooming Arrangements**

\_\_\_\_\_ **Client Initials**

**Guest Rooms:**

1. **Once you sign and return this agreement along with a \$200.00 non-refundable deposit your reservations will be confirmed.**
2. **A deposit in the amount of \$100.00 non-refundable but transferable per person is due with your rooming list 60 days prior to your arrival.** The resort will release any and all

unassigned rooms and tee times not guaranteed by **May 20, 2020.** They may call **855-257-1273 to make their individual deposits.**

3. Guest check-in is 5:00 PM; however, early arrivals will be accommodated based on availability. Checkout time is 12 noon. Requests to obtain room beyond that hour should be directed to our Front Desk on the morning of departure. Depending on room availability, a late departure charge will apply.
4. Every effort will be made to accommodate your reservation requests. However, connecting rooms, specific type or location, and other special requests noted on your reservation are not guaranteed. Treetop is a smoke free Resort. Manager reserves the right to place you in a comparable unit as described in this agreement.
5. Smoking is not allowed in ANY lodging room. A \$150.00 charge will be added to each room where smoking is discovered to have taken place.

**Golf and Event Agenda:**

\_\_\_\_\_ **Client Initials**

Date	Start Time	End Time	Function	Setup	AGR	Location
Sun, 07/19/20	1:42 PM	2:54 PM	Golf	T-Times	28	Jones Masterpiece
Mon, 07/20/20	10:18 AM	11:30 AM	Golf	T-Times	28	Fazio Premier
Tue, 07/21/20	9:50 AM	10:50 PM	Golf	T-Times	28	Smith Tradition
Tue, 07/21/20	4:30 PM	5:30 PM	Golf-Individual Pay \$44 per person	T-Times	28	Threetops
Wed, 07/22/20	7:54 AM	9:06 AM	Golf	T-Times	28	Smith Signature

**Rain Checks:**

When a round of golf is interrupted due to weather conditions, the guest may receive a rain check. The guests may not receive any sort of cash or credit card refund for this round of golf. Rain checks are valid for one year on the same Treetops course. Rains checks will be issued according to completed holes of play determined by the Pro Shop Manager. For those on the unlimited package 18 holes only per day will be issued for rain checks.

**Behavior:**

\_\_\_\_\_ **Client Initials**

Guest agrees to, and to cause Guest's invitees, employees and agents to, not behave in any disruptive, unlawful, illegal, improper or immoral manner in or around resort rooms, venues or golf courses and otherwise abide with any rules of conduct to other policies established from time to time by Manager with respect to facility or golf course. In the event of a cart incident or room damage the group leader will be responsible to assist in investigating and resolution of the occurrence failure to assist in the investigation and resolution will result in the group leader being held responsible for all damages. At the conclusion of event Treetops will inspect all lodging and

banquet rooms used by your group to determine if there were any damages incurred during your event. We will then determine if your group caused any additional damages due to unacceptable conduct by any and all guests of your event. If your attendees caused any disturbances to other clients of the hotel, your organization shall be liable for all costs associated with compensation that Treetops offers to these guests. If Guest or invitees violates the foregoing requirements, Manager may terminate without refund this Agreement and the occupancy and use of the golf course by Guest and Guest's invitees.

**Beverages:**

\_\_\_\_\_ **Client Initials**

Guest and Guest's invitees are prohibited from bringing any alcoholic beverages not purchase on-site onto the golf courses. Violation of this policy shall give Manager the right to terminate without refund this Agreement and the occupancy of the resort or use of its courses.

**Dress Code:**

\_\_\_\_\_ **Client Initials**

Golfers and guests on the course and practice areas within the social areas of the clubhouse must wear proper attire. Men must wear slacks or shorts and shirts with sleeves and collars. Tank top shirts, t-shirts, swimwear, jeans or cutoff jeans are not allowed. Ladies must wear dresses, skirts, slacks or shorts and a blouse or golf shirt. Halter tops and swimwear are not allowed.

**Catering/Conference Service Assignments:**

If food and beverage space is required as listed above, a Catering/Conference Service Manager will be assigned to your group. He or she will assist you with the details of your menu planning, room set-ups, audiovisual, signage, and other aspects of your Event. All of your Event details should be finalized at least 30 days prior to arrival.

**Entertainment:**

If applicable, all entertainment that is inside or outside of the Hotel must conclude no later than 10:00 pm in some outside venues and 12:00 am midnight in others. This is in respect for our other Hotel guests.

Group planner must obtain music license if public domain music is used within our banquet facilities as pursuant to current copyright laws.

**Arbitration:**

In the unlikely event any controversy of claim should arise out of or relating to this contract, or the breach thereof, it shall be settled by arbitration in the state of Michigan in accordance with the Rules of American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

**Indemnify:**

Group agree to indemnify, defend and hold Treetops Resort, its directors, employees, representatives and agents harmless with respect to all liability, loss, damage, claims, and

expenses (including reasonable attorney's fees) arising out of the acts or omissions of the Group, its members, employees, contractors, agents or representative.

**Force Majeure:**

Force Majeure as used in the Article shall mean act of God, strike, lockout, or other industrial disturbance, act of enemy, war, blockade, public riot, weather catastrophes, fire, explosion, acts of terrorism, outbreaks of disease, travel advisories, travel boycotts, failure to timely receive necessary governmental approvals, government restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming the suspension. If either party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, other than the obligation to make money payments, such party shall give to the other party prompt written notice of the Force Majeure with reasonably full particulars concerning it, thereupon, the obligations of the party giving notice, so far as they were affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure. The affected party shall use all possible diligence to remove the Force Majeure as quickly as possible.

**Warranty of Authority:**

The undersigned is authorized to sign the acceptance on behalf of this organization, and the organization represents and warrants that the undersigned person is duly appointed agent for this event and is fully responsible to bind the organization to all provisions contained in this agreement, and that no further action is required on the organization's part to enter into this agreement.

The Resort and the Organization have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

Organization: Andy Tracy Golf	Resort: Treetops Resort
Print Name: Andy Tracy	Print Name: Alex Hughes
Print Title: <b>Group Planner</b>	Print Title: Sales Manager
Signature:	Signature:
Date:	Date:

Mail to: 3962 Wilkinson Rd., Gaylord, MI 49735  
Fax 989-731-8129



Credit Card Authorization Form

Name of Organization: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of Event: \_\_\_\_\_

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

Type of Credit Card      AMEX    VISA    MASTERCARD    DISCOVER

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

Name as listed on card: \_\_\_\_\_

Billing Zip Code associated with card: \_\_\_\_\_

Authorized Amount: \_\_\_\_\_

Authorized for: Deposit/ Lodging / Package / Incidentals

Authorized Signature: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_