

**MICHIGAN CITY GOLF COURSE
2019 OUTING AGREEMENT**

Form of agreement approved by the Michigan City Park Board 10/17/18

MICHIGAN CITY IS A NON-METAL FACILITY

1. Groups:

- To reserve a tee time for the weekdays, weekends, and holidays you must have at least 24 players. Outings held between Memorial Day and Labor Day are restricted to an 11:00 a.m. start time. All "shotgun start" outings must begin at or after 12:00 p.m. or at the discretion of the Director of Golf.

2. Payment of fees:

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- The golf course management will provide the Event Chairperson with an invoice for all expenses incurred, including, but not limited to Greensfees, cart fees, shelter rental, and food and beverage fees.
- All charges incurred during the outing must be paid within 7 calendar days after the outing date.
- Failure to pay the balance due in full within 7 calendar days will result in a \$25.00 per day late fee.

3. Green Fees for Outing:

SOUTH COURSE OUTING		2019
<i>Per Person with mandatory cart</i>		
Before Memorial Day/After Labor Day		
Weekdays		\$29
Weekends		\$29
Between Memorial Day & Labor Day		
Pass Holder		\$29
Weekdays		\$37
Weekends after 12 pm		\$37
Weekends before 12 pm		\$42
Additional carts all season		\$17

NORTH COURSE OUTING		2019
<i>Per Person with mandatory cart</i>		
Before Memorial Day/After Labor Day		
Weekdays		\$23
Weekends		\$23
Between Memorial Day & Labor Day		
Pass Holder		\$23
Weekdays		\$29
Weekends after 12 pm		\$29
Weekends before 12 pm		\$32
Additional carts all season		\$15

4. Cancellations:

- The signee (event chairperson) shall confirm the number of players and carts at least seven days in advance of the event. A list of all players participating in the outing will be provided to the Director of Golf two days in advance. In the event that inclement weather cancels the event, fees will be refunded.

5. Golf Car Policy:

- Golf car will be reserved on an "Individual Name" basis for outings.

- The tournament chairperson must furnish us a list of players and car assignments two days in advance.
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- You will be charged a daily cart rental fee for any additional carts needed.
- Carts will be issued 15 minutes prior to assigned tee times.
- All players are required to use golf carts (no walkers).

6. Food and Beverages:

- Alcohol must be purchased from the golf course; no carry in or coolers allowed.
- Outings are allowed to bring their own food.
- No glass containers are permitted.

7. Dress Code:

- SHIRTS MUST BE WORN AT ALL TIMES!

8. Misc. Information:

- Any outing wishing to have “Big Cups” an additional \$75 will be charged.
- Please make sure your players are aware of the need for speedy play. The course rangers have the authority to move a slow group so that the golfers in subsequent groups are not delayed an unreasonable amount of time. Thank you for your cooperation.
- People making the turn have 5 minutes to go to number 10 tee.
- Please be sure you understand these policies before you sign; your signature indicates your agreement and understanding.
- Your interest in our facility is greatly appreciated. Please plan your event with strict caution to the rules and etiquette associated with the game of golf and the MICHIGAN CITY GOLF COURSE.
- Event Chairperson is required to be on site at least two hours prior to scheduled start time.
- Event Chairperson is responsible for any damages to the golf cart fleet and golf course property.
- **COMPLIANCE AND INDEMNIFICATION:** Lessee will comply with all laws of the United States and the State of Indiana, with all ordinances of the City of Michigan City and the Lessor’s rules and regulations (which are incorporated herein by this reference), in its said use, and will not permit anything to be done in violation thereof. If Lessee violates any of the terms or conditions of this Agreement, Lessor shall have the right to immediately terminate this Agreement without notice or refund, and Lessor may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees. Lessee releases Lessor and the City of Michigan City, Indiana (“City”) from and waives all claims for damages to person or property sustained by Lessee or by any occupant of Michigan City Municipal Golf Course, or by any other person, resulting directly or indirectly from fire or other casualty, or any cause or any existing or future condition, defect, matter or thing on Michigan City Municipal Golf Course, or any part thereof, or from any equipment or appurtenance therein, or from any accident on Michigan City Municipal Golf Course, or from any act or neglect of any other occupant of the Michigan City Municipal Golf Course or any part thereof or of any other person. Said release and waiver shall apply especially, but not exclusively, without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the occurrences specifically enumerated above, or from any other thing or circumstance, whether of a like nature or of a wholly different nature. If any damage to the Michigan City Municipal Golf Course or any equipment or appurtenance therein, whether belonging to Lessor or to other occupants of Michigan City

Municipal Golf Course results from any act or neglect of Lessee, its agents, guests, licensees or invitees, Lessee shall be liable therefore and Lessor may at its option repair such damage and Lessee shall upon demand by Lessor reimburse Lessor for all costs and expenses of such repairs and damages in excess of amounts, if any, paid to Lessor under insurance covering such damages. All personal property belonging to Lessee, its agents, guests, licensees or invitees shall be there at their respective risks and Lessor shall not be liable for damage thereto or theft or misappropriation thereof. To the extent not prohibited by law, Lessee hereby indemnifies, protects, defends and holds harmless Lessor and the City from and against any and all loss, damages, liabilities, claims, liens, costs and expenses, including, without limitation, reasonable attorneys' fees, in connection with injuries to any persons or damage to or theft or misappropriation or loss of property occurring in on Michigan City Municipal Golf Course, or arising from Lessee's occupancy of the Michigan City Municipal Golf Course or presence at Michigan City Municipal Golf Course or from any activity, work, or thing done, permitted or suffered by Lessee on Michigan City Municipal Golf Course, or from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Agreement, or due to any other act or omission of Lessee or any of its employees, customers, agents, Lessees, invitees or contractors. Notwithstanding the foregoing, no agreement of Lessee in this Section shall be deemed to exempt Lessor from liability or damages for injury to persons or damage to property caused by or resulting from the gross negligence or willful misconduct of Lessor, or its directors, officers, agents or employees. In the event that Lessor prevails in any litigation regarding this Agreement, Lessee shall pay Lessor's reasonable attorneys' fees and court costs.

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I have received and read the special event information for MICHIGAN CITY MUNICIPAL GOLF COURSE and agree to the conditions stated.

Signed: _____ Date: _____
(Event Chairperson)