



**YOUR EVENT WILL TAKE PLACE AT:**

**Topgolf Virginia Beach**


5444 Greenwich Road, Virginia Beach, VA 23462

[www.topgolf.com/virginiabeach](http://www.topgolf.com/virginiabeach)

**Event Sales Manager:**

Laura Payne  
 laura.payne@topgolf.com  
 757-837-0415

*There are multiple Topgolf locations. Please confirm the Topgolf event booking location listed above is your desired event location. Client Initials:*

<b>TCVSCPA - Nicole Wood-Sabo - 11.29.17</b> <b>Event Name: TCVSCPA</b>  <b>Contact:</b> Nicole Wood-Sabo <b>Email:</b> nwood-sabo@bdo.com <b>Phone:</b> (757) 640-7287  <b>Day of Contact &amp; Phone:</b>	 E-Signed	<b>Event Date:</b> Wednesday, November 29, 2017  <b>Event Time:</b> 6:00 PM - 9:00 PM <b>Event Status:</b> Prospect <b>Event Guest Count:</b> 60  <b>Client Initial*:</b>
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*\*Please initial to confirm the date, time and guest count above are correct.*

BOOKED SPACE(S)					
Location	Date	Start Time	End Time	Package	Guest Count
Event Golf Bays	Wednesday, November 29, 2017	6:00 PM	9:00 PM	Custom Menu	60
<i>Bay locations are subject to change and not guaranteed, except for floor buyouts.</i>				<b># of Bays Secured:</b>	10

FOOD & BEVERAGE SUMMARY			
<b>Beverage Package Details:</b>	Drink Tickets;Non-Alcoholic Beverage Package	<b>Alcohol Package Service Time:</b>	
<b>Catering Location:</b>	behind golf bays	<b>N/A Beverage Service Time:</b>	Entire Duration of Event
<b>Catering Time:</b>	6:15pm Surf & Turf	<b>Bartender(s):</b>	No - 0

*Catering service time is set as listed above and cannot be adjusted due to the volume of events we host daily.*

EVENT ENHANCEMENTS			
<b># of Golf Pro(s) Secured &amp; Designated Time:</b>	0 —	<b>Commemorative Topgolf Gear &amp; Trophies:</b>	None

*Event Enhancements require advanced scheduling/ordering and are subject to availability.*

EVENT ITEM DETAILS			
Name	Guests/Units	Rate	Amount
SURF & TURF MENU - Herb-Infused Prime Rib - Grilled Chimichurri Shrimp Skewer - Grilled Vegetable Medley - Roasted Smashed Potatoes - Choice of Caesar or House Salad - Freshly Baked Sweet Yeast Rolls and Whipped Butter - Bottomless soda, iced tea, coffee and water	60	\$32.00	\$1,920.00
Additional Sales - L/B/W	0		\$0.00

Drink Ticket - Call Liquor Includes any choice of call or house liquors, beer or wine. Unused drink tokens are non-refundable. A full list of included beverages are available upon request.	60	\$8.00	\$480.00
Topgolf - 3 hours (PT) <i>3 hours of unlimited Topgolf play</i>	60	\$40.00	\$2,400.00

**EVENT NOTES**

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FOOD ALLERGY NOTICE - Please be advised that food prepared at this facility may contain these ingredients: milk, eggs, wheat, soybean, peanuts, tree nuts, fish, and shellfish. Please notify Topgolf if you are allergic to any products. Topgolf cannot guarantee that any of our products are allergy-free.



E-Signed

<b>BILLING SUMMARY</b>				
	<b>Charges</b>	<b>Taxes</b>	<b>Service Charge</b>	<b>Total Charges</b>
Event Product Details	<b>\$4,800.00</b>	<b>\$420.00</b>	<b>\$480.00</b>	<b>\$5,700.00</b>

Events are deemed confirmed once a deposit payment equal to 50% percent of the total booking has been received along with a signed event agreement.

<b>PAYMENTS &amp; ADJUSTMENTS</b>	
<b>Total Payments</b>	<b>\$0.00</b>
<b>Total Outstanding Charges</b>	<b>\$5,700.00</b>

### TOPGOLF EVENT AGREEMENT – TERMS & CONDITIONS

This Event Agreement between TopGolf USA Virginia Beach, LLC and the Client named above is made subject to the Event Agreement Terms & Conditions listed below. **EVENT CONFIRMATION - Your Event will be confirmed only upon receipt of your deposit equal to fifty percent (50%) of the Estimated Total Event Cost as set forth in a signed Event Agreement specifying your menu selections.** Your deposit may be paid by credit card, cash or company check payable to Topgolf (if approved by Topgolf). All rentals, food and beverage are subject to applicable tax. Food, beverage and select rentals are subject to a mandatory 20% service charge.

**FINAL GUEST COUNT – All Events require a minimum of 12 guests. Your final guest count must be confirmed with the Event Sales office at least seven (7) days prior to the Event. Expected (planned) guest count may only be reduced by 20%, if submitted more than 7 days prior to the Event.** Guest counts cannot be reduced below the 12 guest minimum required for Events. Your guest count decreases will not be accepted after the deadline of seven (7) days prior to the event date. Should your guest count increase within 72 hours of the Event or additional guests attend on the day of the Event without prior notice, Topgolf will accommodate your additional guests if possible, based on availability, and a \$10 per person surcharge along with other applicable per person charges will be applied to your final invoice. If more than 5 additional guests arrive on the day of the Event, further approval is required and your additional guests may be turned away. Topgolf reserves the right to reassign or substitute the Client's reserved Event space to a comparable space for the purpose of accommodating both the Client and all other guests using Topgolf's facilities.

**Client Initials Here:**

**FINAL PAYMENT -** Final Payment of the Estimated Total Event Cost as set forth in this Event Agreement less deposit paid is due in full three (3) business days prior to your Event. Topgolf accepts credit card or company check payable to Topgolf (if approved by Topgolf). **If Client chooses to pay by company check, all checks must be mailed by certified mail return receipt requested or by reputable overnight courier service. If final payment is not received within three (3) business days prior to your Event, Topgolf reserves the right to cancel the Event and retain your deposit.**

**FOOD & BEVERAGE -** All Events are required to meet a minimum spend of \$24 per person on food and/or beverage from our catering Event menus. Only food and beverage purchased at Topgolf may be consumed on site. If the food and beverage purchased during the Event time does not amount to the minimum spend the Client will be responsible for the difference at the conclusion of the Event. **Buffet quantities are prepared and served based on the final guest count provided seven (7) days prior to the Event. The buffet can be replenished for additional fees. Extra portions are subject to availability. Event food and beverage cannot be packaged "to-go" and must be consumed on-site. Unused drink tokens are non-refundable.**

**Client Initials Here:**

**EVENT TIME & DURATION -** Events must be a minimum of two (2) hours. The Event shall begin promptly at the contracted start time and the Event space shall be vacated by the Client at the contracted end time in full. Topgolf will hold your bay reservation for 15 minutes past the contracted reservation time. Should no guests arrive within this time without prior notification, Topgolf reserves the right to release the bays. Bay rental and Event space time will not be extended if Event guests arrive late. Additional fees will apply if we are able to accommodate an extension on Event time. Extension of the bay reservation, food, and beverage is subject to space availability and the Client will be responsible for any additional charges. Specific bays are not guaranteed unless otherwise noted on the Event Agreement for full-floor buyouts and groups that purchase the rental of an Event room.

**EVENT REFUND, CANCELLATION/RESCHEDULE POLICY -** If the Event is cancelled more than thirty (30) days prior to the Event Date, fifty percent (50%) of the Deposit will be refunded. If you decide to reschedule more than 30 days prior to the Event, then your Event deposit may be applied toward a future Event date within six (6) months of the original scheduled date. Any deposit not used within six (6) months of the original Event date will be forfeited by Client and retained by Topgolf. If the Event is cancelled or rescheduled less than thirty (30) days but more than seven (7) days prior to the Event date, the full deposit shall be forfeited by Client and retained by Topgolf. If the Event is cancelled or rescheduled less than (7) days prior to the Event, the full deposit shall be forfeited and the Client is responsible for the contracted Event Agreement amount and any applicable catering minimums. This cancellation policy remains in effect regardless of the weather on the day of the scheduled Event as Topgolf can be played regardless of the weather conditions, except for any force majeure event (defined below). If you decide to reschedule, the above conditions may apply or Client may be charged a percentage of total Event cost, based on re-rental of Event space and/or bays previously reserved by Client and any additional costs incurred.

**FORCE MAJEURE -** The parties of this Event Agreement will be excused from the performance of this Event Agreement to the extent that such performance is prevented by force majeure. For the purposes of the Event Agreement, the term force majeure includes strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, hurricanes, floods, washouts, explosions, earthquakes, fire, extraordinary storms, or other acts of God, acts of the public enemy, wars, insurrections and/or any other cause outside the reasonable control of either party. If the Event performance is excused due to a foregoing force majeure event, the Client will be able to apply the full deposit toward a rescheduled Event or the deposit shall be refunded in full. Topgolf and the Client hereby waive any claim for damages or compensation should this Event Agreement be terminated by an act of force majeure.

**ALCOHOLIC BEVERAGES –** Topgolf reserves the right to inspect the identification of any person. Topgolf will fully comply with all alcoholic beverage control laws including, without limitation: (i) requesting proper legal identification of any person of questionable age; (ii) refusing service of any alcoholic beverages to any person or persons who are underage or cannot produce, upon request, proper identification, under Topgolf's sole and absolute discretion; and (iii) refusing service of any alcoholic beverage to any person or persons, who, in the sole and absolute discretions of Topgolf, appears to be intoxicated or under the influence of mind altering substance. If minors attending the Event are observed consuming alcoholic beverages on the Facility premises, Topgolf, in its sole and absolute discretion, shall have the right to immediately terminate the Event without any further obligation to the Client or any of the guests of the Event.

**USE OF TOPGOLF NAME/LOGO/IMAGES -** All promotional and display materials relating to the Event that refer to or depict the Facility or the Topgolf name/logo shall be subject to Topgolf's prior written approval. Client may not use or display any names, symbols, logos, trade names or trademarks owned by (or identified with) any third party in connection with the Event without the prior written approval of Topgolf. Client has no rights or interests in any intellectual property owned or licensed by Topgolf.

**PERSONAL PROPERTY -** Client assumes all risk and responsibility for any personal property and/or equipment brought into the Facility in connection with the Event that may be damaged, lost, stolen or left at the Facility before, during or after the Event, and will not hold Topgolf responsible for any such loss, theft, or damage. Topgolf will not accept deliveries to store Event items unless Client has obtained prior written approval from the Topgolf Event Sales Manager at least seven (7) days prior to the Event. All items are shipped at the Client's own risk.

**DECORATIONS, ADVERTISING & ENTERTAINMENT -** All decorations, advertising and outside contracted entertainment including Client signs and banners must be arranged with and approved by the Topgolf Event Sales Department at least seven (7) business days prior to your Event. Topgolf reserves the right to limit and/or restrict any banners or other signage containing company logos.

**SAFETY & RESPONSIBILITY -** All patrons of the Event must adhere to the safety rules and regulations stipulated by Topgolf. If injury should result because safety rules are not followed or are ignored, Topgolf will not be liable. Throughout the duration of the Event, all children under 16 must be supervised by an adult. If injury should result due to lack of supervision, Topgolf will not be liable.

**INDEMNIFICATION -** Topgolf and Client each agree to indemnify, defend and hold harmless the other party, its affiliates, agents, representatives, directors, officers, and employees from and against any and all claims (including but not limited to third party claims), suits, fees, losses, liabilities, damages, judgments, costs and expenses (collectively referred to as "Claims"), including reasonable attorney fees incurred as a result of such Claims, arising out of the actions of the indemnifying party pursuant to the Event Agreement, including but not limited to (a) the indemnifying party's gross negligence or willful misconduct in the performance or non-performance of this Event Agreement, (b) breach of any representation, warranty, or other obligation under this Event Agreement, or (c) any personal injury (including death) or damage to property resulting from the indemnifying party or its employees', invitees' or guests' acts or omissions.

**INSURANCE -** Client and Topgolf will, at their own cost and expense, obtain and maintain in full force and effect, with a financially sound and reputable insurer having A.M. Best ratings of at least A(VII) or better, liability insurance to cover its obligations under this Event Agreement. Upon execution of this Event Agreement and before commencement of any services, Topgolf reserves the right to require the Client to provide a certificate of insurance evidencing the following coverages and amounts with such insurers: (i) General Liability Insurance with a minimum of One Million Dollars (\$1,000,000) per occurrence and in the aggregate; (ii) Worker's Compensation Insurance not less than the statutory limits required in the state where the venue is located; (iii) Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for personal injury, including death, and property damage. The certificate will name Topgolf International, Inc. and its affiliates as additional insured. Upon written request, Topgolf will provide a certificate naming Client as an additional insured.

**APPLICABLE LAW -** This Event Agreement shall be governed by the internal laws of the State of Texas, without regard to the conflicts of law provisions thereof, and each party irrevocably submits themselves to the jurisdiction of the State Courts of Texas located in Dallas County, Texas, and the United States Federal District Court for the Northern District of Texas, Dallas Division.

Topgolf is unable to guarantee any changes to the Event Agreement, including but not limited to, Event itinerary, food or beverage options within 72 hours of the booking date. The signatory below is either the Client or one authorized to enter into this Event Agreement on behalf of the Client.

For purposes of these Terms and Conditions, the term "Event Agreement" when used herein shall mean the Topgolf Event Agreement together with these terms and conditions.

**AUTHORIZED CLIENT SIGNATURE**

*Jennifer French*

**DATE: 10/11/2017**

**COUNTERSIGNED BY (TOPGOLF SALES ASSOCIATE)** nicole.wood-sabo@bdo.com

*Laura Payne*

**10/11/2017**

laura.payne@topgolf.com



### Safety Terms and Conditions

Everyone's safety is very important. By participating at an event at Topgolf all participants agree to abide by the following safety rules in addition to all verbal and posted instructions during the event:

All players must hit from the mat at all times. No running starts or horseplay.

Only the person hitting a ball should stand beyond the red line. All other players should stand behind the red line at all times. Players are responsible for the safety of others around them and should always check their surroundings before swinging a club.

Aim for the targets at all times. Aiming for the ball picker or hitting golf balls over the boundary netting is prohibited, and players are responsible for any damages or injuries caused.

Players must stay behind the yellow line at all times. Please take extra care when playing from the upstairs bays.

Guests under 16 should be supervised by an adult when playing.

Throwing golf balls is prohibited. Only dispense one golf ball at a time.

Topgolf is not responsible for lost or stolen items.

Client Initial\*:

E-Signed

August 2016