

**USE AGREEMENT
PINE HILLS GOLF COURSE AND SUPPER CLUB**

THIS AGREEMENT made this _____ day of _____, 20____, is by and between the **Stockbridge-Munsee Community d.b.a. Pine Hills Golf Course and Supper Club** ("Pine Hills"), whose address is N9499 Pine Hills Drive, Gresham, WI 54128, and _____ ("Customer"), whose address is " _____ aaaaa _____ (telephone: _____).

In consideration of the terms and conditions set forth herein, Pine Hills and Customer agree as follows:

1. Customer wishes to use the following Facility for his or her event (*mark one*).
_____ The Many Trails Banquet Hall (located at N9498 Big Lake Road)
_____ Banquet Hall at the Pine Hills Clubhouse

2. Pine Hills grants Customer the right to use the Facility for a _____
(*type of event*) on _____ (*day*), _____ (*date*) from _____ to _____ (*time*). The number of guests is estimated to be _____ persons. If bar service is requested at the event, this service will start at _____ and end by the earlier of 12:00 AM or the end of the event.

3. Customer shall pay Pine Hills, as compensation for the use of the Facility, the sum of \$ _____ as hall rent and an additional \$ _____ as a security deposit in accordance with the current Schedule of Fees for Pine Hills.

4. The security deposit shall be due and payable when the Customer signs this Agreement. If the Customer provides written notice canceling the event and Pine Hills can find another customer for the date, the security deposit (less a \$50.00 processing fee) will be refunded. The security deposit is non-refundable when the event is canceled and the date is not filled. After the event, the security deposit (less amounts deducted per this Agreement) shall be refunded within 7-10 days.

5. The Customer shall pay the hall rent and bar deposit, if required by #6 below, at least 30 days prior to the event. If the hall rent and the bar deposit are not paid as required, Pine Hills may terminate this Agreement. If the Agreement is terminated, the Customer shall forfeit the security deposit and Pine Hills may find another customer to fill the date. The hall rent and the bar deposit are due when the Agreement is signed, along with the security deposit, if the Customer enters into this Agreement less than 30 days before the event.

6. Please mark one of the following since all bar service and alcohol is provided solely through the Facility.
_____ Bar service is not needed for the event.
_____ The Customer requests bar service for the event. An additional bar deposit of \$ _____ is required for such bar service. The bar deposit is used toward the bar bill and is based on the amount of free bar service provided. Pine Hills shall reconcile any differences between this bar deposit and the bar bill after the Customer's event. Any overpayment will be returned to the Customer or the Customer will be notified of any additional amounts owed within 7-10 days after the event. Amounts owed to Pine Hills must be paid within two (2) weeks or penalty charges may accrue.

7. The bar bill for the Customer's event is based on the schedule of estimated charges described in the Pine Hills Fee Schedule. The charges are subject to change if there is a significant price increase by Pine Hills' vendor and the Customer is provided with two (2) weeks prior notice of the increase. Customer will be charged for all tapped containers of beer and soda regardless of the amount used from the containers. Unused portions of containers may not be removed from the Facility. Pine Hills is solely responsible for determining the number of bartenders necessary for an event.

8. Please mark one of the following.

Pine Hills will provide catering service for the event (the catering service and its cost are described in the CATERING SCHEDULE).

Customer is making other catering arrangements. Customer may not use the Facility's kitchen. Pine Hills is not responsible for cooking or serving food at the event.

No food will be served at the event.

9. Customer shall meet with the Pine Hills staff at least two (2) weeks in advance of the event to finalize arrangements. Pine Hills reserves the right to refuse or to make additional charges for requests that are outside of the scope of this Agreement.

10. Customer is responsible for all arrangements regarding a D.J. or a band and all related equipment.

11. The Facility must be set up in a way that complies with applicable laws, including fire codes and other health and safety laws. Pine Hills reserves the right to approve or disapprove of equipment and supplies provided for Customer's event at the Facility.

12. Customer is responsible for any damage or loss occurring to Pine Hills and its grounds by Customer or Customer's guests, employees or agents. Pine Hills assumes no responsibility for damage to or loss of equipment or other property left at the Facility prior to, during or following the event.

13. Decorating may be done the day before the event if the Facility is available. Decorations must comply with Facility rules and regulations. Costs for corrections due to noncompliance will be deducted from the security deposit.

14. The Facility shall be vacated by _____ after the event. Customer shall remove all decorations and any other equipment or supplies provided by Customer or its guests, employees or agents and leave the Facility in an orderly fashion.

15. Pine Hills shall inspect the Facility before and after the Customer's event. Customer will be notified of the costs for repairs and any excessive cleaning required. To the extent required, the security deposit shall be used to repair any damage, do extra cleaning work, pay for any loss or deal with any disturbances. The Customer is responsible to pay costs over the amount of the security deposit within two (2) weeks of notification or penalty charges may accrue.

16. If Customer's event is held primarily for children and/or teens (persons under 18 years of age), a minimum of _____ adult chaperones/sponsors must be present at all times during the event. Absolutely no alcohol may be consumed on the premises during such events. Guests who are found or suspected of being intoxicated shall be removed from the Facility. Violation of these provisions is considered a breach of this Agreement and will result in immediate termination of the Customer's event.

17. Customer agrees to abide by the Facility's rules and regulations concerning use. Customer also agrees not to use or permit others to use the Facility for any unlawful purpose. Pine Hills reserves the right, in its sole discretion, to refuse the use of the Facility to any person or group at any time. The

18. Customer agrees to be held liable for costs incurred because of disorderly conduct or other violations of this Agreement, Facility rules and regulations, and Pine Hills' policies at the Customer's event.

19. Customer agrees to indemnify and hold Pine Hills harmless for all claims, liabilities and expenses arising out of the Customer's acts or omissions or the acts or omissions of any of the Customer's guests, employees, or agents regarding the use of the Facility and Pine Hills' grounds. The parties agree to indemnify and hold each other harmless for all claims, liabilities and expenses that may be asserted by third parties arising out of the performance of either party's obligations pursuant to this Agreement, except for the willful misconduct or gross negligence of the other party. These indemnifications shall survive the termination of this Agreement.

20. The parties agree that Pine Hills shall not be liable for any losses, damage or failure to perform in whole or in part resulting from causes beyond the control of Pine Hills, including, but not limited to: acts of God; acts or omissions of the Customer; fires; strikes; riots; embargoes; delays in transportation; inability to obtain supplies; or requirements or regulations of any government. In no event shall Pine Hills' liability be in excess of the total amount contracted under this Agreement.

21. Neither party may assign this Agreement without the express written consent of the other party.

22. The parties agree that this Agreement supersedes all prior agreements, oral or written, and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless it is in writing and signed by the parties.

23. This Agreement shall be construed in accordance with and governed by the laws of the Stockbridge-Munsee Community, and in the absence of tribal law on point by Wisconsin law. Any disputes arising under this Agreement shall be resolved in Stockbridge-Munsee Tribal Court.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed as of the date first above written.

PINE HILLS:

CUSTOMER:

BY: _____
Pine Hills General Manager

Signature

Print name

DATE: _____

DATE: _____

**CATERING SCHEDULE
PINE HILLS GOLF COURSE AND SUPPER CLUB**

CUSTOMER: _____
ADDRESS: _____
TELEPHONE: _____

Customer entered into a Use Agreement with Pine Hills for an event on _____ (*event date*) wherein the parties agreed that Pine Hills would handle the catering arrangements in accordance with this Catering Schedule.

1. Pine Hills shall provide a meal for _____ guests at Customer's event. Pine Hills shall be responsible to provide the food and service, as well as set-up for the meal and clean-up after the meal.

2. This meal shall be served at _____ (*time of meal*) and shall consist of:

(*menu*). The meal shall be served _____ (*style of service*).

3. Customer shall pay Pine Hills a total amount of \$ _____ for the catering. This amount shall be paid at least two (2) weeks before the event (or upon the signing of this Catering Schedule, if the date is less than two weeks before the event).

4. Customer understands that any leftovers from the event shall be disposed of at the discretion of the Pine Hills. Pine Hills is not responsible for the culinary quality or safety of foods beyond the time span of the event. Pine Hills retains the right to refuse to prepare or serve food provided by the Customer.

5. This Catering Schedule attaches to and becomes part of the Use Agreement between the parties.

CUSTOMER: _____
Signature

Print name
DATE: _____

For Internal Use: Received by: _____ . Date: _____ .
