

Event # E00107
Saturday, February 15, 2025

Sales /Catering Contract



Party Name	Event #	Event Date	Category	Guests
Monte Carlo Night	E00107	2/15/2025 (Sat)		220 (Pln)
Client/Organization				
Rotary Club of South Brunswick Islands				
Booking Contact	Booking Tel	Site Contact	Site Tel	
Good, Mary Ellen	(910) 620-3706	Barnarr, Kim	(404) 434-1176	

Event Agreement

This Event Agreement (this "**Agreement**"), dated as of 9/26/2024 (the "**Effective Date**"), is entered into by and between Rotary Club of South Brunswick Islands, ("**Customer**"), and East Coast Golf Management, Inc. and Sea Trail Golf Resort Management, LLC (collectively the "**Manager**") having an address at 75A Clubhouse Rd, Sunset Beach, NC 28468. This Agreement supersedes all previous agreements.

1. **Manager Services.** Manager shall provide event space and other services to Customer and invited guests (collectively, "**Guests**") at Customer's Monte Carlo Night ("**Event**") on Saturday, February 15, 2025, as more fully described in **Exhibit A**. The Manager services required are set forth more specifically in **Exhibit A** (collectively, "**Services**") and shall include: (a) Event space; (b) ancillary event services; and (c) food and beverage services. Manager shall provide Services on the dates and times set forth in **Exhibit A**. Manager shall designate a primary contact to coordinate the Event with Customer in **Exhibit A**.

1.1 Manager shall provide Services (a) in accordance with the terms and subject to the conditions set forth in this Agreement; (b) using personnel of required skill, experience, licenses, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with the generally recognized industry standards; and (e) to the reasonable satisfaction of Customer.

1.2 Customer shall comply with Manager's rules, regulations, and policies which are attached to this Agreement as **Exhibit B**.

1.3 Customer may not serve food and beverages from other service providers except as listed in **Exhibit A** or **Exhibit B**. Manager shall list on Exhibit A any ancillary event services that Customer is required to procure from Manager. Except for this list, nothing in this Agreement shall be construed to prevent Customer from procuring ancillary event services from other service providers that are similar or identical to the services offered by Manager without incurring any penalty, surcharge, or additional fees. Customer shall provide Manager a written list of all third-party suppliers it has procured to perform services for the Event on Manager premises 30 days before the event and shall require the suppliers to comply with Manager's rules, regulations, and policies.

1.4 Manager shall obtain Customer's written consent and approval, which shall not be unreasonably withheld, prior to entering into agreements with or otherwise engaging any subcontractors or other third parties to provide any of the Services to Customer, (each such approved subcontractor or other third party, a "**Permitted**

Subcontractor”). Customer’s approval shall not relieve Manager of its obligations under the Agreement, and Manager shall remain fully responsible for the performance of each such Permitted Subcontractor and the Permitted Subcontractor’s employees and for their compliance with all of the terms and conditions of this Agreement as if they were Manager’s own employees. Nothing contained in this Agreement shall create any contractual relationship between Customer and any Permitted Subcontractor.

2. Deposit, Fees, and Payment. **Exhibit A ("Fees")** is an estimate of the total cost of materials, service charges, taxes, and gratuities for the provision of Services. Manager will provide a final invoice with updated Fees fourteen (14) days prior to the event.

2.1 Upon execution of this Agreement, Customer shall pay to Manager a refundable deposit of \$500 to reserve the Services. This deposit is refundable up to 6 months before the Event. The Deposit shall be credited against the Fees. Customer shall pay the remainder of the Fees 14 days prior to the event, minus any charges incurred during the event. Charges incurred during the event must be paid within 24 hours after the end of the Event provided that Manager has furnished a correct invoice.

2.2 Manager shall establish an account ("**Master Account**") for Customer for the purpose of accumulating certain of Customer's incidental charges or for Fees for unanticipated Services required during the Event. Manager will directly bill Customer for the Master Account charges. Person(s) authorized to sign for the Customer's Master Account include: Good, Mary Ellen. Manager shall not charge any Customer corporate credit card on file without specific written authorization from Customer's representative(s).

3. Confidentiality. All non-public, confidential, or proprietary information of Customer ("**Confidential Information**"), including, but not limited to, the date and location of the Event, any business information, such as strategy, earning results, sales, pricing, product launch, or other sensitive data that may be discussed during an Event, and the information set out in **Exhibit A**, disclosed by Customer to Manager, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by Manager in providing services, and whether or not marked, designated, or otherwise identified as "confidential", in connection with this Agreement is confidential, solely for Manager's use in performing this Agreement and may not be disclosed or copied unless authorized by Customer in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Manager's breach of this Agreement; (b) is obtained by Manager on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Manager establishes by documentary evidence, was in Manager's possession prior to Customer's disclosure hereunder; or (d) was or is independently developed by Manager without using any Confidential Information. Upon Customer's request, Manager shall promptly return all documents and other materials received from Customer. Customer shall be entitled to injunctive relief for any violation of this Section.

4. Term. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services unless sooner terminated pursuant to Section 5 (the "**Term**").

5. Termination. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party: (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 15 days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 7 business days or is not

dismissed or vacated within 45 days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

6. Effect of Early Termination. Upon early termination of this Agreement for any reason (including due to a Force Majeure Event as defined in Section 10.2) other than for material breach by Customer, Manager shall promptly: (a) on a pro-rata basis, reimburse Customer for the Deposit and any other part of the Fees paid in advance for any Services which have not been provided and (b) upon Customer's request, provide reasonable cooperation and assistance to Customer in transitioning the Services to any alternate venues and service providers. All reimbursement payments shall be paid by Manager within 30 days after the effective date of termination.

7. Indemnification. Manager shall indemnify, defend, and hold harmless Customer and its respective officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively "**Customer Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Customer Indemnified Party (collectively, "**Customer Losses**"), resulting from any claim of a third-party arising out of or occurring in connection with Manager's gross negligence, willful misconduct, or breach of this Agreement. Customer shall indemnify, defend, and hold harmless Manager and its respective officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively "**Manager Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Manager Indemnified Party (collectively, "**Manager Losses**"), resulting from any claim of a third-party arising out of or occurring in connection with Customer's gross negligence, willful misconduct, or breach of this Agreement.

8. Compliance with Law. Manager is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Manager has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

9. Insurance. Manager shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate[, including bodily injury and property damage and completed operations], which policy shall include contractual liability coverage insuring the activities of Manager under this Agreement. Upon Customer's request, Manager shall provide Customer with a certificate of insurance from Manager's insurer evidencing the insurance coverage specified in this Agreement. Manager shall attempt to provide Customer with 15 days' advance written notice in the event of a cancellation or material change in Manager's insurance policy. Except where prohibited by law, Manager shall require its insurer to waive all rights of subrogation against Customer's insurers and Customer or the Indemnified Parties.

10. Force Majeure.

10.1 No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such party's (the

"**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics or pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances;] (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party.

10.2 The Impacted Party shall give notice within a reasonable time of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 90 consecutive days following written notice given by it under this Section 10.2, either party may thereafter terminate this Agreement upon immediately.

11. General. Each of the parties hereto shall use reasonable efforts to, from time to time at the request and sole expense of the other party furnish the other party such further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take such other actions and do such other things, as may be necessary or appropriate to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby. Each party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other party at the addresses set forth above (or to such other address that the receiving party may designate from time to time in accordance with this Section). This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims, are governed by, and construed in accordance with, the laws of North Carolina (including its statutes of limitations), without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Either party may institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Brunswick County, North Carolina. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; AND (C) WAIVES ANY RIGHT TO TRIAL BY JURY; AND (D) WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT, OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY STATE LAW. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. The parties may not amend this Agreement except by written instrument signed by the parties. No waiver of any right, remedy, power, or privilege under this Agreement ("**Right**") is effective unless contained in a writing signed by the party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. Neither party may directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or

E00107 - Rotary Club of South Brunswick Islands

not such party is the surviving entity), operation of law, or any other manner, without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Except for the parties and their successors and permitted assigns, there are no third-party beneficiaries under this Agreement. Any provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination for the period specified therein, or if nothing is specified for a period of 12 months after such expiration or termination. This Agreement may be executed in counterparts. The parties agree that this Agreement may be executed and delivered by electronic signatures and that the signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

Rotary Club of South Brunswick Islands

By Mary Ellen Good

Name: MARY ELLEN GOOD

Title: SOUTH BRUNSWICK ISLANDS ROTARY CLUB
PRESIDENT

East Coast Golf Management, Inc.

By Milo Buccerose

Name: Milo Buccerose

Title: Manager

Sea Trail Golf Resort Management, LLC

By RE

Name: Rebecca Pittman

Title: Event Sales Coordinator

Exhibit A

BANQUET ROOMS

Date	Start	Bar	Serving	End	Banquet Room	Room Chg
2/15/2025-Sat	8:00 am	NA	NA	12:00 am	Grand Ballroom and Promenade	2,000.00
2/15/2025-Sat	7:00 pm	NA	NA	8:00 pm	Grand Ballroom and Promenade	0.00

FOOD/SERVICE ITEMS

Food/Service Items	Price	Qty	Total
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Setup/Pickup - Saturday, February 15, 2025 - 8:00 am

Setup includes:
 Up to 16 60" Round Tables with White or Black Tablecloths
 Up to 8 18"x72" Rectangle Tables with Black Tablecloths
 Up to 130 Chairs with White Chair Covers
 Black or Champagne Linen Napkins or Selection of Paper Napkins
 Up to 7 TVs for digital display

Dinner - Saturday, February 15, 2025 - 7:00 pm

<u>2 Entree Buffet</u>	40.00	220	8,800.00
Prime Rib Station - Garlic Parmesan Mashed Potatoes, Seasonal Vegetables, Italian Green Beans			
Chicken Picatta Station - Fettuccini Pasta and Salad Bar			
Includes dinner rolls and assorted cookies and brownies.			
Includes Water, Coffee and Iced Tea			

Discount Given	-200.00
Room Chg	2,000.00

	Food	Beverage	Liquor	Facilities	Retail	Golf	Other	Total
Subtotal	8,800.00	0.00	0.00	1,800.00	0.00	0.00	0.00	10,600.00
Service Charge	1,760.00	0.00	0.00	0.00	0.00	0.00	0.00	1,760.00
Taxes	712.80	0.00	0.00	121.50	0.00	0.00	0.00	834.30
Total	11,272.80	0.00	0.00	1,921.50	0.00	0.00	0.00	13,194.30

Subtotal	10,600.00	Paid	0.00	Pay Method	Card Number
Tax	834.30	Balance	13,194.30	Card Type	
Service Charge	1,760.00			Card Holder	Expires
Total Value	13,194.30			Signature	

Exhibit B

Facility Access

Access to all event space is restricted to the date and hours specified in the contract for each event. No advance

access is permitted without the permission of the Manager. Facility tours for planning purposes must be scheduled in advance. Additional charges may apply for early setup or late cleanup.

Banquet Event Orders and Menu Selections

In order to procure and prepare your food and beverage banquet event, all menu selections are due in writing thirty (30) days prior to the start of the event. Our team will provide copies of banquet event orders (BEOs), to which additions or deletions can be made up to 30 days prior to the event date.

Attendance Guarantee

All food and beverage must be provided by the Manager with the exception of cake and/or desserts. Menu prices are subject to change up to 90 days prior to your event date, due to fluctuations in food costs and product availability. Final attendance guarantee is due in writing fourteen (14) days prior to the start of your event. If no guarantee is provided, Manager will take the last known written count as guarantee. The final guarantee is not subject to reduction should the actual attendance be less. If the actual attendance is greater than the guaranteed number, charges will be incurred based on the number of people served.

Deposits and Billing

A \$500 deposit is required in order to reserve your event date. This deposit is refundable up to 6 months prior to the event date. This deposit will go towards your final bill. The full balance due (minus charges incurred during your event) must be paid fourteen (14) days prior to the event date. Any changes incurred during your event are due to be paid within 24 hours of the conclusion of the event. A valid credit card is required for security, but does not have to be the method of payment. Manager accepts cash, all major credit cards and personal checks. Please make checks payable to Sea Trail Golf Resort Management, LLC. If sending payment by mail, please mail to:

Sea Trail Golf Resort Management
Attn: Rebecca Pittman
75 Clubhouse Road
Sunset Beach, NC 28468

Alcoholic Beverages

The State of North Carolina Alcoholic Beverage Commission regulates the sale and service of all alcoholic beverages. Sea Trail Golf Resort is responsible for the administration of these regulations; therefore, all alcoholic beverages used in event functions must be purchased from the Resort and served by Sea Trail Golf Resort staff. Alcohol will not be served to any guest under the legal drinking age of 21. Staff members reserve the right to refuse beverage service to any guest who cannot produce proper identification or who appears to be intoxicated. No alcohol may be brought in or taken from the event by any guest.

Taxes and Service Charges

All food and beverage is subject to a 20% service charge and 6.75% sales tax. Rental spaces are subject to 6.75% sales tax.

Prohibited Decorations

Confetti, glitter and unsecured floating lanterns or balloons are prohibited inside or outside any Manager facility. Balloons and floating lanterns must be secured to a surface. Bubbles, sparklers and fresh flowers are welcome in outdoor areas. Manager does not permit any decoration to be hung on walls.

Damages

E00107 - Rotary Club of South Brunswick Islands

The Clients are liable for and must pay for any costs, expenses or liabilities arising from any damage to the Venue facility, furnishings, equipment, and grounds caused by the Client(s) or any employee, agent, contractor or invitee of the Client(s). This includes, but is not limited to damage or breakage to fixtures, property, and grounds, fittings, or infrastructure, Carpet/wallpaper staining, excessive trash on floors or parking lots, and required excess cleaning of restrooms or other public areas above and beyond normal wear and tear. The Manager also reserves the right to charge the Client for the cost of professional cleaning associated with a Guest/s who soils or otherwise contaminates the Venue premises.

Prior to the start of the event, the Manager will conduct a full facility inspection walk to note the condition of venue pre-event. At the conclusion of the event, the Manager and Client will conduct a final inspection walk of the facility to assess any possible damages or excessive clean-up that may have occurred during the event.

The Manager will use reasonable efforts to report any damages or loss of property to the Client on the day of the Event, however, some things may not be noticed until after the Event ends. The Manager reserves the right to make a thorough inspection of the property and identify/assess damages prior to the next scheduled Event or within ten (10) business days of the Event whichever is shorter. If damage has occurred, the Manager will provide an itemized list to the Client and will charge the damage amount to the Client's credit card that was held on file for such purpose.

Security

Manager is not responsible for the loss of articles or merchandise brought into facilities. Security for articles of value should be made with us prior to your event. Florists, entertainers, bakers and other independent contractors should arrange for the pick-up of items at the conclusion of the function.

Rotary Club of South Brunswick Islands

By Mary Ellen Good

Name: MARY ELLEN GOOD

Title: SOUTH BRUNSWICK ISLANDS ROTARY CLUB
PRESIDENT

East Coast Golf Management, Inc.

By Mike Buccione

Name: Mike Buccione

Title: Manager

Sea Trail Golf Resort Management, LLC

By RP

E00107 - Rotary Club of South Brunswick Islands

Name: Rebecca Pittman
Title: Event sales coordinator