



YOUR EVENT WILL TAKE PLACE AT:

Topgolf Scottsdale
 9500 E. Indian Bend Rd., Scottsdale, AZ 85256

www.topgolf.com/scottsdale

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

Event Sales Manager: Jessica Flom
 jessica.flom@topgolf.com
 (480) 291-6363

US Trust - Nick Kolesar - 4.29.16
Contact: Nick Kolesar
Email: nicholas.kolesar@ustrust.com
Phone: (602) 523-2680

Event Date: Friday, April 29, 2016
Event Time: 1:00 PM - 4:00 PM
Event Status: Prospect
Event Guest Count: 85

**Day of
 Contact/Phone:**

Client Initial*:

[[SertifInitial_1]]

**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
Topgolf Bays	Friday, April 29, 2016	1:00 PM	4:00 PM	Golf Bays	0
Signature Room Full	Friday, April 29, 2016	1:00 PM	4:00 PM	All American Menu	85
<i>Bay locations are subject to change and not guaranteed, except for floor buyouts.</i>				# of Bays Secured:	14

FOOD & BEVERAGE SUMMARY			
Beverage Package Details:	N/A Beverage Package;Cash Bar	Alcohol Package Service Time:	Cash Bar 1-4pm
Catering Location:	Signature Room Full- Double sided buffet;	N/A Beverage Service Time:	1-4PM
Catering Time:	1:30pm All American	Bartender(s):	Yes - 2
<i>Catering service time is set as listed above and cannot be adjusted due to the volume of events we host daily.</i>			

EVENT ENHANCEMENTS			
# of Golf Pro(s) Secured & Designated Time:	0 —	Commemorative Topgolf Gear & Trophies:	None
<i>Event Enhancements require advanced scheduling/ordering and are subject to availability.</i>			

EVENT ITEM DETAILS			
Name	Guests/Units	Rate	Amount
All American Menu - Chicken Tenders - with Topgolf BBQ Mop Sauce, Ranch, and Honey Mustard dressings - Angus Beef Sliders - with cheese and all the fixins' - Buffalo Chicken Sliders - Assorted Kettle Chips - Bottomless soda, iced tea, & water	85	\$28.00	\$2,380.00
Topgolf - 3 hours (PRT) 3 hours of unlimited Topgolf play	80	\$45.00	\$3,600.00
Bartender Fee	2	\$75.00	\$150.00
Signature Room Full - Hourly Rental Full Signature Room	3	\$400.00	\$1,200.00

EVENT NOTES

Event buffets and NA beverage stations setup behind the golf bays (1).

****MENU SELECTIONS: Events are required to order food from Topgolf's designated catering menu. Selections must be made at the time event confirmation is received. Changes to selections are subject to approval and may not be possible once we are less than 7 days out from the event date. Requests for items off the regular menu during the event may not be possible due to the volume of business. Accommodations for vegetarians or guests with dietary restrictions/allergies need to be communicated at the time the contract is signed. ****EVENT SPACE & BAY RENTALS: Event space and golf bays must be released at the conclusion of the contracted rental time as listed on your agreement. If you anticipate needing additional time this will need to be contracted in advance. Each bay accommodates six golfers at one time. ****ARRIVAL THE DAY OF YOUR EVENT: Your Event Ambassador will greet you in the lobby 15 minutes prior to the start time of your event and will escort you to your event bays/space. If you will not be able to arrive first please let us know who the designated contact for your event will be. If guests arrive earlier than 15 minutes to the start time listed on your event agreement, we will request that all guests wait in the main bar area.

BILLING SUMMARY

	Charges	Taxes	Service Charge	Total Charges
Event Product Details	\$7,330.00	\$582.74	\$716.00	\$8,628.74

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.

PAYMENTS & ADJUSTMENTS

Total Payments	\$0.00
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Total Outstanding Charges	\$8,628.74
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TOPGOLF EVENT AGREEMENT – TERMS & CONDITIONS

This Event Agreement between TopGolf USA Riverwalk, 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 Event Cost as set forth in this agreement, a signed Event Agreement and 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 - Your final guest count and Guest List must be confirmed with the Event Sales office at least 7 days prior to the event. Your 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. **No guest count decreases will be accepted after the 7 day deadline. 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 if possible, based on availability, and a \$10.00 per person surcharge would be applied to your final invoice. Topgolf will grant access to your space on the day of your event for up to 5 additional guests above your final guest count, and you will be charged accordingly for those additional guests, including the \$10 per person surcharge. If more than 5 guests arrive on the day of the event, further approval is required and your additional guests may be turned away.**

Client Initials Here:

FINAL PAYMENT- Final payment equal to the Estimated Total Event Cost as set forth in this agreement less deposit paid is due in full 3 business days prior to your event. Topgolf accepts cash, company checks payable to Topgolf (if pre-approved by Topgolf), MasterCard, Visa and American Express. **The final payment is required to be paid in full 3 business days prior to the actual event date, unless prior arrangements are made between client and member of the Topgolf Event Sales Team.**

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 \$24 per person minimum the host 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 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 - The Event shall begin promptly and the event space shall be vacated by the Client at the contracted Event End Time. 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 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 for a future event date within six (6) months of the original scheduled date. Any deposit not used within six (6) months of the original booking will be forfeited. If the Event is cancelled or rescheduled less than thirty (30) days prior to the event date, the full Deposit shall be forfeited by the Client and retained by Topgolf. If the Event is cancelled or rescheduled less than (7) days prior to the event, then 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. 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 Agreement will be excused from the performance of this Agreement to the extent that such performance is prevented by any act of God or force majeure. For the purposes of this Agreement, the terms act of God or force majeure include strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, hurricanes, floods, washouts, explosions, earthquakes, fire, storms, acts of the public enemy, wars, insurrections and/or any other cause not reasonably within the control of Topgolf. If the event performance is excused in accordance with the foregoing provisions, the Client will be able to apply deposit fully to a rescheduled event or refunded the deposit in full. Topgolf and the Client hereby waive any claim from damages or compensation should this Agreement be so terminated as an act of God or force majeure.

ALCOHOLIC BEVERAGES - 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, as solely determined by Topgolf; 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 written approval prior to the production and dissemination. Client may not use nor display any names, symbols, logos, trade names or trademarks owned by (or identified with) any third party in connection with Event without the prior written approval of 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 after the Event, and will not hold Topgolf responsible for any such loss or damage.

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 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 - Each party assumes full responsibility for performance of its obligations under this Agreement, and agrees that it acts at its own risk. Each party agrees to indemnify, defend and hold harmless the other party, its directors, officers, and employees from and against any and all third party claims, suits, fees, losses, liabilities, damages, judgments, costs and expenses (collectively referred to as "Claims"), including attorney fees incurred in responding to such Claims, arising out of the actions of the other party pursuant to this Agreement, including but not limited to (a) a party's gross negligence or willful misconduct in the performance or non-performance of this agreement, (b) breach of any representation, warranty, or other obligation under this agreement, or (c) any personal injury (including death) or damage to property resulting from a party or its employees' acts or omissions.

INSURANCE - Client and Topgolf will, at its own cost and expense, obtain and maintain in full force and effect, with 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 Agreement. Upon execution of the 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; (ii) Worker's Compensation Insurance not less than the statutory limits for the state of Texas; (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 TopGolf USA Riverwalk, LLC as additional insureds. Upon written request, Topgolf will provide a certificate naming Client as additional insured.

APPLICABLE LAW - This 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.

AUTHORIZED CLIENT SIGNATURE

DATE:

COUNTERSIGNED BY (TOPGOLF SALES ASSOCIATE):

DATE: