


Acct. Nbr w/ Vendor	Vendor Name	Payment Number	Check Date	Check #	Check Amount
	TopGolf Alexandria	0008481	8/29/2012	13664	\$1,065.65
Vendor Invoice Number	Date	Fund	Fund Description	Fund Amount	
E03871	8/29/2012	52550-00-00	Educational Contingency-General Rev/Exp	\$1,065.65	

52550-00-00 Educational Contingency-General Rev/Exp \$1,065.65

SF4001-1

REORDER FROM YOUR LOCAL SAFEGUARD DISTRIBUTOR, IF UNKNOWN, CALL 800-523-2422

G2VJS50020000 L96LC015869

 SAFEGUARD LITHO USA SFSL2 CR7006112L

Fairfax County Public Schools
**PURCHASE REQUISITION, ORDER,
AND RECEIVING REPORT**

NUMBER AND PREFIX LETTERS APPEARING AT RIGHT MUST APPEAR ON ALL DELIVERIES, PACKAGES, INVOICES, PACKING SLIPS AND RELATED CORRESPONDENCE

NUMBER

R9471

Name of School and Address

Mount Vernon High School
8515 Old Mt. Vernon Rd.
Alexandria, Virginia 22309
Telephone: (703) 619-3100
Fax: (703) 619-3197

Date

August 22, 2012

Account To Be Charged

FCA

Purchase From

Top Golf

Please Furnish, Deliver, and Bill to the Following:

Mount Vernon High School
8515 Old Mt. Vernon Rd.
Alexandria, Virginia 22309

TAX EXEMPT

**CHARGE
SALES TAX**

**DO NOT CHARGE
SALES TAX**

1 QUANTITY	2 ARTICLE AND DESCRIPTION	3 UNIT	4 UNIT PRICE	5 AMOUNT		6 QUANTITY RECEIVED
	Faculty Faculty Outing					

REMARKS

**SEND INVOICES
ATTN: FINANCE OFFICE
TELEPHONE (703) 619-3115
FAX (703) 619-3356**

**FINANCE OFFICE CLOSED
THE MONTH OF JULY**

APPROVED BY PRINCIPAL

DATE

REQUESTED BY

APPROVED BY TEACHER SPONSOR

Nando E.G. 8/22/12 Karen Hartzel

ACCEPTANCE ACKNOWLEDGEMENT*

DELIVERY IS: PARTIAL FINAL

DATE OF PAYMENT

QUANTITY IN COLUMN 6 HAS BEEN:

- RECEIVED
- ACCEPTED AND CONFORMS TO THE PURCHASE ORDER EXCEPT AS NOTED
- INSPECTED

RECEIVING EMPLOYEE'S SIGNATURE

DATE RECEIVED



TopGolf Alexandria
 6625 South Van Dorn St.
 Alexandria, VA 22315
 (703)924-2600

Client/Organization Fairfax County Public Schools	Event Date 8/28/2012 (Tue)	Booking Tel (703) 619-3138	Fax () -	Event # E03871
Party Name Mount Vernon '12-'13 Teacher Outing		Sales Rep Sara Kulzer	Booking Contact Karen Hertel	Guests 40 (Pln)

Event Invoice

Tasters Unlimited · Tuesday, August 28 · 3:00 pm

45 Unlimited Tasters @ \$19.00 \$855.00

Bay Reservation · Tuesday, August 28 · 2:40 pm

9 Bay Reservation Weekday Non-Peak @ \$105.00 \$945.00

9 Beat the Heat Special @ \$-52.50 \$-472.50

Beverage Package · Tuesday, August 28 · 2:40 pm

45 Downtown Beverage Package @ \$4.00 \$180.00

	Subtotal	\$1,507.50
18%	Service Charge	\$356.40
	Taxes	\$51.75
	Total	\$1,915.65
	Paid	\$850.00
	Balance	\$1,065.65

Additional Tip: _____

Thank you for hosting your event at TopGolf Alexandria



FAIRFAX COUNTY PUBLIC SCHOOLS - RISK MANAGEMENT
GATEHOUSE ADMINISTRATION CENTER I
 8115 Gatehouse Road Falls Church, VA 22042-1203
 PHONE: (571) 423-3620 FAX: (571) 423-3627

TO: Manaha Spillars AT: Mount Vernon
 CONTRACT WITH: Top Golf
 DATE REVIEWED: 8/24/12 DATE OF SERVICE: 8/28/12

- The attached contract has been reviewed (from an insurance and risk management perspective). **No modifications are required.**
- The attached contract has been reviewed (from an insurance and risk management perspective and **modifications are required** (the recommended modifications are made to the original document, initialed and dated in the margin).
- Please forward this document to the Office of _____ for review.
- Before principal's signature, criminal certification form must be signed by vendor and attached to the contract. Send a copy of the signed criminal certification form to Risk Management.
- Provide to the vendor the attached **FCPS Statement of Insurance/Self-Insurance.**
- Please submit the FS-141, Request for Approval of an Unusual Field Trip form for review by Risk Management.

Comments: _____

IMPORTANT NOTICES:

FCPS cannot be responsible for reimbursement to parents/students for money submitted as "advance payment" (e.g., Broadway shows, transportation, hotels, camps) for any field trip that FCPS cancels. It is strongly recommended that contracts with stated refund/non-refund polices be given to parents BEFORE any permissions are signed or payments are made.

If a contract is associated with an unusual field trip, the trip request is due in Risk Management four (4) weeks prior to the date of the trip. All field trips must be reviewed and approved through the appropriate process, outlined in the current versions of Notice & Regulation 5790.

IMPORTANT DISCLAIMERS:

This contract was reviewed for the language within the contract to protect the assets of FCPS, **NOT** to assure the 'best financial deal' for the school.

A completed contract review does not translate to an approval/endorsement of the activity/event, the payment term/process, or the vendor; nor is it the guarantee of any promised goods or services. The review of this contract should **NOT** be interpreted that a related field trip or other student activity will be automatically approved.

This communication may contain information that is privileged, confidential, and exempt from disclosure under applicable law. It should be seen only by the person to whom it is sent. If the reader is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited.


 RM Coordinator



TopGolf

TopGolf Event Contract

Client/Organization Fairfax County Public Schools	Event Date 8/28/2012 (Tue)	Booking Tel (703) 619-3138	Event # E03871	Pln Guests 40
Party Name '12-'13 Teacher Outing		Booking Contact Karen Hertel	Booking Contact Karen Hertel	Gtd Guests 40

NOTES**Final guarantee count is due at least 7 days prior to the beginning of your function. The expected guest (planned) count may be reduced up to 20% (with a 10 person minimum) if submitted at least 7 days prior to the beginning of your function. Guest count will be considered final if no guarantee is provided. The event total is subject to applicable tax and 18% service charge. Final guest guarantee, list of participant names and food selections should be emailed to Sara Kulzer at least 7 days prior to your event.

TIME LINE					
Banquet Room	Description	Start	End	Arrival	Departure
	Bay Reservation	2:40 pm	5:40 pm		
	Tasters Unlimited	3:00 pm	5:00 pm		
	Beverage Package	2:40 pm	5:40 pm		

FOOD & SERVICE ITEMS			
Food/Service Items	Price	Qty	Total

Bay Reservation - Tuesday, August 28 - 2:40 pm

Bay Reservation Weekday Non-Peak
 Unlimited TopGolf Games (3 hours)
 30 Day Game Card for each guest
 Complimentary Loaner Clubs
 Reserved Bays - Covered with Individual fans in each bay (3 hours)
 Maximum of 5 people per bay
 Assigned Event Certified Bay Host (Server)
 (Bays are reserved for a minimum of 3 hours)

*Every Guest will leave with (1) Free TopGolf game (20 balls) on their Card!

Beat the Heat Special 50% Off Bay Reservation fee	\$-52.50	8	\$-420.00
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Tasters Unlimited - Tuesday, August 28 - 3:00 pm

Unlimited Tasters

Choose Up to 3 Selections

Unlimited for 2 hours

Chicken Bites

Served with BBQ, Buffalo & Asian Sesame Dipping sauces

Mini Meatballs

Tossed with BBQ Sauce

Vegetable Spring Rolls

Fried Wonton & Sweet and Spicy dipping sauce

Cheese & Cracker Assortment
Mixed Selection of Cheese served with cracker assortment

Wings
Tossed in Your Choice of Sauce (1 selection per order)
Asian Sesame, Chipotle Lime BBQ, Buffalo or Inferno served with Creamy Bleu Cheese & Ranch Dipping Sauces

TopGolf Chip Shot
House-made Guacamole with Bottomless Tortilla Chips with Salsa

TopGolf Chip Shot with Queso
House-made Guacamole with Bottomless Tortilla Chips with Salsa and Skillet Queso

The Perfect Green
Healthy Snack of Fresh Vegetables served with Creamy Bleu Cheese or Ranch Dipping Sauce

Seasonal Fresh Fruit
Farmer's Market Fresh Fruit Display

Hummus
Hummus with Greek-style Pita and Edible Accents

Grape Tomato and Mozzarella Skewers*
Fresh Mozzarella, Grape Tomatoes with Basil Pesto Drizzle

Smoked Salmon Crostinis*
with Tomatoes, Herb Cream Cheese and capers on toasted Baguette

Seared Ahi Tuna*
on Crispy Wonton and Wasabi Aioli

Mexican Beef Cucumber Cups*
Spicy Marinated Beef served in cool Cucumber cups

**Limitations apply to these items. Please speak to your Event Sales Manager for details*

Beverage Package - Tuesday, August 28 - 2:40 pm

Downtown Beverage Package

\$4.00 40 \$160.00

DOWNTOWN BEVERAGE PACKAGE

**Unlimited for 3 Hours*

Soft Drinks

CocaCola - Diet Coke - Sprite - Cherry Coke - Mr Pibb - Raspberry Iced Tea - Lemonade - Water - Ginger Ale - Iced Tea - Sweet Tea - Regular & Decaf Coffee

Subtotal	\$1,340.00	Paid	\$0.00
Tax	\$46.00	Balance	\$1,702.80
Service Charge	\$316.80		
Total Value	\$1,702.80		

<u>Deposits Schedule</u>		
Due	Amount	Comment
	\$850	

Please confirm acknowledgement and initial the following points:

___ Final Guest Count due by August 23 at 10:00 am. If not received at this time then the planned guest count will be held as the final count.

___ Final Guest List is due by August 23 at 10:00 am. If not received at this time Generic Cards will be made for your group.

___ Final Menu Selections are due by August 23 at 10:00 am. If not received at this time then selections will be made for you based on availability.

___ If additional guests show up the Manager on Duty will do the best to accommodate for golf, food and beverage depending on availability and will be added to the final invoice.

___ The Event Space (Bays/Deck/Patio/Room) is reserved for the time of the event ONLY.

___ No outside food and beverage are permitted in TopGolf. Birthday cakes may be brought in with prior notice.

___ The Event Manager will offer your group to extend your event space by an extra hour if it is available at an hourly rate.

___ If the space is NOT available, your group is required to vacate the space/bays 15 minutes after the reservation times have ended.

___ If your full group has **not exited** the area, the Event Manager reserves the right to add the additional charge to the final invoice at that time without prior consent.

___ Please ensure you have adequate supervision for all children in your party

___ Guests 12 and under MUST be accompanied by an adult while on the facility including, but not limited to, the MiniGolf Courses, Putting Green area, the Great Room and restrooms.

___ If inclement weather occurs on the day of your event, you are required to call the Manager on Duty at **703-924-2600** by **10 am** to discuss changes to your event. The MOD will determine the space that is available for your group to move at that time.

To: Fairfax County Public Schools
From: Sara Kulzer
Event Name: '12-'13 Teacher Outing
Today's Date: 8/22/2012

Thank you for choosing TopGolf USA for your Event on: **8/28/2012**

By outlining certain conditions and services relating to your Event in advance, we can provide a more memorable occasion for you.

Please sign the enclosed Event Agreement and return it along with:

Your Total Of: \$1,702.80 (50% of this Amount will be Charged when your Signed Contract is Received by TopGolf, Your Final Balance will be Charged The Day of your Event)

Please return this contract as soon as possible as event space is booked on a first come, first serve basis. If you have any questions, please feel free to call me at (571) 480-7500. We look forward to working with you!

Sincerely,

Sara Kulzer

Credit Card Authorization

Thank you for selecting TopGolf USA for your upcoming Event. In order for us to hold your reservation, a guarantee is required as stated in the enclosed Event Agreement. Please complete the following information and return to our Sales Department via email to jenn.castronova@topgolf.com or fax to (703) 924 - 9222

This form shall constitute my written permission for the following:

TopGolf USA will charge the Deposit Amount to the credit card below to confirm this Event in accordance with the Event Agreement.

Unless otherwise settled, the final balance or remainder will be charged to the card below The Day of the Event in accordance with the Event Agreement.

The card below shall be used as a Guarantee of Payment for any additional charges outstanding and will be charged the day of the Event for all outstanding charges unless otherwise settled.

The Deposit will be held in the event of cancellation in accordance with the Event Agreement.

Card Type (Circle One): **VISA** **MasterCard** **American Express**

Credit Card Number: _____

Expiration Date: _____

Name as it appears on Card: _____

Signature: X _____

TopGolf Event Agreement

This Event Agreement ("Agreement") between TopGolf Alexandria and the Client named above is made subject to the Event Contract and the rules and regulations of TopGolf USA (all of which are set forth herein) and upon the following:

Confirmation of Reservation: Reservations for the event described above (the "Event") shall be confirmed only upon TopGolf's receipt of this signed Agreement and a deposit equal to fifty percent (50%)

of the Estimated Event Cost as set forth above (the "Deposit"). If the Deposit and signed Agreement are not received by the above due date, the booking for the Event is subject to release by TopGolf USA without further notice to Client.

Payment: Final payment equal to the Estimated Total Event Cost as set forth above less the amount of the Deposit is due in full the day of your event. TopGolf accepts cash, company checks (if pre-approved by TopGolf), MasterCard, Visa, and American Express. One bill for all charges will be given to Client, unless prior arrangements are made with the TopGolf Sales Department.

Cancellation and Reschedule Policy: If the Event is canceled more than thirty (30) days prior to the Event Date, fifty percent (50%) of the Deposit will be refunded to Client. If you re-schedule more than (30) days prior to the event date, no penalty will be assessed. If the Event is canceled thirty (30) days or less prior to the Event Date, the full Deposit shall be forfeited by Client and retained by TopGolf. If you re-schedule less than (30) days prior to the event date and re-book for a different date you may re-use 50% of your non-refundable deposit, the other 50% will be retained by TopGolf as a re-scheduling fee. If the Event is canceled or re-scheduled seven (7) days or less prior to the Event Date, the full amount shall be forfeited by Client and retained by TopGolf. If you decide to reschedule, the above conditions apply and an alternate event date must be scheduled within 60 days of the original contracted event date. In the event of inclement weather we will allow you to re-schedule your event one time, as long as 24 Hour notice is given. If notice is not given or event does not occur the full deposit will be retained by TopGolf.

Tax Exempt Groups: Clients desiring treatment as a tax exempt group must provide TopGolf with a certified copy of a valid Sales Tax Exempt Certificate for the state where the TopGolf facility (the "Facility") is located naming Client as the tax exempt organization. This certificate must be provided prior to the Event. If the Client's Sales Tax Exempt Certificate is later found invalid by a state or local tax agency for any reason, Client will remain liable for the sales tax and will reimburse TopGolf for the sales tax upon request.

Guest Count Guarantees: Final guest count (attendance number) must be guaranteed at least 7 days prior to the Event. The guests expected (planned) guest count may only be reduced by 20%. If a final guest count guarantee is not given by the Client, the final bill will be based on the Estimated Attendance stated above or the total number of guests in attendance, whichever is larger. TopGolf will not be prepared to serve more than five 5% of the guarantee number.

Event Attendance & Minimum Event Cost: A minimum event cost amount may be required by TopGolf for exclusive use of function rooms or areas within the TopGolf facility (the "Facility"), depending upon guest count and services provided. The Minimum Event Cost shall be determined by TopGolf and is listed above. If Client's guest count should drop below the Estimated Attendance at the time of booking as stated above, or if the Minimum Revenue Required is not met, a room rental fee may be charged to meet the Minimum Event Cost for Client's exclusive use of the Facility, a Facility function room or an exclusive area within the Facility.

Reservations Grace Period: In the event that TopGolf has an event directly following yours on the same day TopGolf provides a 15 minute grace period for sit-down Events in exclusive and non-exclusive areas of the Facility. If the Client's party arrives after the grace period, a late fee will be charged in order to hold the area past the contracted Event Time.

Event Time & Duration: The Event shall begin promptly, and the Facility function room or exclusive area shall be vacated by the Client within fifteen (15) minutes of the contracted Event Time. Should TopGolf permit the Event Time to be extended, Client shall be responsible for all additional costs, including, without limitation, and any hourly labor fee and additional open bar charges, as set forth in the Banquet Event Order. Exceeding the contracted Event Time is subject to the Facility's availability of space and at TopGolf's sole discretion.

Set Up & Menu Needs: Set-up requirements and specifications will be coordinated by the Client's Contact Person and the TopGolf Sales and Event Department. All menu and set up arrangements must be confirmed as final by the Client at least one (1) week prior to the Event. TopGolf reserves the right to make any reasonable menu substitutions if necessary.

Food & Beverage: All food and beverage items must be supplied through TopGolf. No food or beverage of any kind may be brought in by Client or Client's guests. All food and beverages provided by TopGolf must be consumed during contracted event times as stated in this contract. No food may be taken out of the facility at the conclusion of the event.

Alcoholic Beverages: All alcoholic beverages sold or served on the premises of the Facility will only be dispensed by TopGolf employees, bartenders, and agents. TopGolf warrants that all employees of the Facility and agents, regardless of their employee job designation, dispensing alcoholic beverages to any person at the Event have undergone adequate training to prevent any incidents, which could result in claims or liquor-related liability.

Notwithstanding the above, 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 TopGolf's judgment, appears to be intoxicated or under the influence of a 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.

Americans with Disabilities Act ("ADA"): Each party will comply with Federal Americans with Disabilities Act ("ADA") of 1990 as it applies to them.

Promotions, Use of TopGolf Name: All promotional and display materials relating to the Event that refer to or depict the Facility or any part thereof shall be subject to TopGolf's written approval prior to production and dissemination, which approval TopGolf may grant or withhold at its sole discretion. 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, which approval TopGolf may grant or withhold at its sole discretion.

Audio Visual: Any audio visual arrangements must be made through the TopGolf Sales Department at least five (5) business days prior to the Event Date. Use of Facility screens for video presentations is limited to exclusive Events. Rates are quoted upon request.

Filming: Client acknowledges that filming may take place within the Facility or its immediate vicinity within the course of normal business at the sole discretion of TopGolf, and TopGolf, its affiliates or contractors may film portions of the Event, and Client hereby consents to TopGolf photographing, filming and/or taping the Event. Client hereby grants to TopGolf (and TopGolf's parent, related and affiliated companies, and their respective successors, licensees and assigns), forever and throughout the world, the right to use (and reuse) such photographs, film images, tapings and/or recordings in all media and in all forms. Such media may include advertising, promotional materials, publicity, digitized images, broadcasts, videos, films, commercials, and merchandise. To the extent that filming requires some performance from attendees, then such performance shall be a "work for hire" and TopGolf shall be deemed the sole owner of any copyright therein, and Client hereby assigns all its worldwide right, title and interest in and to said work to TopGolf.

Conditions of Facility Use: Client agrees that Client and its guests shall use and occupy the Facility and treat the guests therein in a safe, appropriate and careful manor and shall comply with (i) all applicable federal, state and local laws and (ii) all rules, regulations and policies established by TopGolf whether written, posted, otherwise communicated or implied. TopGolf reserves the right to restrict the use of cameras, video equipment or any other audio or video recording devices. Client will be responsible for any damage (other than normal wear and tear) to the Facility premises to the extent caused by Client, its officers, directors, employees, guests, agents, and/or contractors. Client agrees to leave the Facility premises in a neat, orderly and good condition, free of debris or display refuse, no later than the scheduled conclusion for the Event, and will reimburse TopGolf, based on time and labor, for any extraordinary clean-up TopGolf may be required to perform as a result of the Event (i.e., above and beyond routine clean-up of function rooms in the ordinary course of TopGolf's business).

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.

Governing Law, Disputes: This Event Agreement shall be construed in accordance with the laws of the state where the Facility is located. Any dispute or claim arising out of or in connection with this Event Agreement shall be submitted exclusively to the courts of the district where the Facility is located, and Client submits to such courts' jurisdiction. Client expressly waives its right to a jury trial.

Event Suppliers: In the event of needing a third party vendor (i.e. specialty linen), Client must use exclusive in-house preferred vendors chosen by Facility.

Entertainment: [THIS CLAUSE APPLIES ONLY WHEN CLIENT USES OUTSIDE ENTERTAINMENT] Entertainment is limited to the private function rooms and shall not in any way interfere with other guests' experience at the Facility, as solely determined by TopGolf. Client may have any entertainment provided by a third party subject to written notice to TopGolf at least one (30) days prior to the Event and TopGolf's approval of such third party, which approval may be granted or withheld in TopGolf's sole and absolute discretion. Upon approval by TopGolf of any third party, TopGolf may assign a Production Coordinator to Client to ensure that the entertainment provided by any such third party shall be appropriate for the Facility. TopGolf shall have the right to approve all aspects and elements of any entertainment provided by any approved third party for the Event, which approval may be granted or withheld in TopGolf's sole and absolute discretion. All costs and expenses associated with TopGolf's Production Coordinator assigned to Client pursuant hereto shall be charged to Client.

Meeting Planner/Coordinator: If Client has advised TopGolf that a third party will be acting as Client's agent and is fully authorized to act on Client's behalf to handle the arrangements for the Event. Accordingly, Client agrees that Client will be responsible for all charges incurred by this agent in connection with the Event and all fees payable to this agent.

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, which could not reasonably have been foreseen and provided for. 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, 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 or which by the exercise of due diligence either TopGolf is unable wholly or, in part, to prevent or overcome.

In the event performance is excused in accordance with the foregoing provisions, the client agrees to pay to TopGolf any and all costs and expenses, including amounts provided for in this Agreement, which have been incurred up to the time further performance is excused, but excluding rental fee. TopGolf and the client hereby waive any claim for damages or compensation should this Agreement be so terminated

as an act of God or force majeure.

Either party may be excused from its obligation to perform under this Agreement in the event that acts of God, war, terrorism, government regulation, riots, disasters or strikes renders such performance objectively impossible or illegal. Under no circumstances shall an informational or recognitional picket line excuse a party from performance hereunder. The excused party is obligated to promptly resume performance, if possible, in accordance with the terms of the Agreement after any such intervening cause ceases.

Responsibility Clause: 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.

Safety Clause: 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.

Entire Agreement, No Modification or Assignment: This Event Agreement constitutes the entire agreement of TopGolf and Client with respect to the Event and supersedes any and all previous and contemporaneous agreements between them, written or oral, express or implied, with respect to the Event. No waiver or modification of the Event Agreement shall be valid unless in writing and signed by both parties. Client may not assign this Event Agreement. Captions are for convenience and have no legal effect.

The signatory below is either the Client (if an individual) or one authorized to enter into this Event Agreement on behalf of Client (if a legal entity).

Authorized Signature: ~~Karen Hertel~~ Nardos King Nardos Ely

Approved By Sara Kulzer: _____

TopGolf USA - Alexandria, VA

**GUARANTEE FORM
PLEASE COMPLETE WHEN COMPLETING CONTRACT ABOVE!**

Attention: Karen Hertel:
In accordance with the agreement between TopGolf and Fairfax County Public Schools we hereby confirm a Minimum Guarantee attendance as stated on page one (1) of the agreement above for our function at TopGolf on Tuesday, August 28, 2012. THIS FINAL GUARANTEE CANNOT BE LOWER THAN SPECIFIED IN THE ORIGINAL CLIENT AGREEMENT. FINAL BILLING WILL REFLECT THE MINIMUM CONTRACTED NUMBER OF GUESTS, THIS FINAL GUARANTEE OR ACTUAL ATTENDANCE, WHICHEVER IS GREATER.

We understand that TopGolf will provide for a maximum of this guarantee in terms of food, facility and logistics. After your final count is given, should your numbers increase within 72 hours of your event, TopGolf reserves the right to add an additional 15% surcharge to your contracted per person price and/or any line itemized additions to cover any rush charges or unanticipated charges incurred to properly service your event. Should these charges apply, they will be added to last minute additions only; not the entire bill.

Signature: *Nandos E. L*

Company: _____

Date: _____

CLIENT COMMENTS: