

Staci O'Neal

From: Holmes, Pam S. <pholmes@courts.ms.gov>
Sent: Tuesday, August 24, 2021 9:38 AM
To: Staci O'Neal
Cc: Burris, Jim H.; Jones, Calvin M.
Subject: Allowable Expenses for Training

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Good morning, Judge O'Neal!

As a follow-up to our call just now, I wanted to provide an email of support for your upcoming training sessions with your adult and youth drug intervention court teams. As mentioned, your adult court can fund the session for your team to include lunch, from your local drug intervention court fund. And as we discussed, your youth drug intervention court team can use FY22 budget dollars to fund the training. We will just need an agenda, a signed list of attendees and receipts from the training for food costs, any space rental, etc.

In each case these are allowable expenses by the AOC.

Please let me know how else we can be of assistance.



Pam Holmes
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Mississippi Supreme Court
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REUNION

EVENT & CATERING AGREEMENT

RESPONSIBLE PARTY Judge Staci O'Neal MEMBER # 1253
ADDRESS 20th Circuit Drug Court, 128 West North Street, Canton, MS 39046
PHONE _____ EMAIL staci.oneal@madison-co.com

**Non-Members must have a Member sponsor to host any function at Reunion Golf & Country Club.*

VENUE

This document is to confirm reservations for Judge O'Neal on September 14, 2021 for 10 guests, to be held at Reunion Golf & Country Club. A signed copy of this agreement and accompanied deposit will guarantee that space is being held for you on a definite basis. The space to be held for you is as follows:

TIME 8:00 AM - 6:00 PM EVENT TYPE Meeting & Lunch LOCATION Carlyle Room FEE \$300.00

**Plus 7% tax.*

FOOD & BEVERAGE

Reunion Golf & Country Club will provide all food and beverage preparation and service. No outside caterers or beverage services will be allowed on premises. No food, alcoholic, or non-alcoholic beverages are permitted to be brought into or removed from the property without written permission from the Food and Beverage Director. Reunion Golf & Country Club reserves the right to discontinue services to any guests who, at the Club's discretion, appear to be intoxicated or disruptive to other guests or staff. It is the client's responsibility to inform management of Reunion Golf & Country Club of any guest who is under the legal drinking age and will be attending the client's event where alcoholic beverages will be served. Alcoholic beverage services must conclude by midnight.

REVENUE GUARANTEE

Your minimum food and beverage revenue guarantee is \$65.00, exclusive of the 7% sales tax, 20% service charge and venue rental charges. This amount is based on the venue rented and the day of the week on which the event occurs. Should the food and beverage revenue fall below this minimum, the guaranteed amount will be charged regardless. All other charges for equipment rental, décor, etc. will be determined at a later date.

All food and beverage requirements and set-up arrangements will be determined at a later date with a banquet event order (BEO). Your final guest "guarantee" count is requested no later than at 11:00am September 3, 2021, seven (7) business days prior to your function date. At this time, your count may increase from the number agreed upon in this contract but may not be reduced.

If no confirmed guest guarantee is received by Reunion Golf & Country Club by the stated time above, we will prepare charges based on the minimum number of guests stipulated in this contract. Final charges will be based on your guest guarantee or the actual number count taken at your event, whichever is greater.

Golf & Country Club

150 Greensward Drive · Madison, MS 39110
601.605.8784 · reuniongolfandcc.com

Welcome Home

105 Reunion Blvd · Madison, MS 39110
601.604.9797 · reunionms.com

Property Owners Association

115 Greensward Drive · Madison, MS 39110
601.499.0400 · reunionpoa.org

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REGULATIONS

Pins, tacks, or tape may not be attached to any permanent walls or doors in banquet rooms or any other public space. All signage to be posted in public areas must have the approval of Reunion Golf & Country Club management.

Reunion Golf & Country Club is not responsible for any equipment or materials that are damaged, lost, or left unattended prior to, or following any function. All items must be removed from the premises by 8:00am, the day after your function.

The client is responsible for, and shall reimburse Reunion Golf & Country Club for any damage, loss, or liability incurred in the ballroom, the henry, and all other property of Reunion Golf & Country Club by any of the client's guests, or organizations contracted by the client to provide services or goods before, during, and after the function.

**Refer to Reunion Golf & Country Club Terms and Regulations.*

TERMS OF PAYMENT / CREDIT ARRANGEMENTS

- A. A deposit of fifty percent (50%) of all estimated fixed costs and a signed contract is required to secure the date and reserved space, payable at time of signing.
- B. The remaining balance is due September 3, 2021 seven (7) business days before your event, with the exception of items billed on consumption. These items are payable immediately upon conclusion of event.

For an unpaid balance referred to collection, the client agrees to pay all attorney fees, court costs, and collection and litigation expenses. **All deposits are non-refundable.**

Guests will be admitted to and expected to depart from the stated function space at the stipulated times in this catering contract. Reunion Golf & Country Club reserves the right to apply a fee for special labor or equipment needed for the event. Reunion Golf & Country Club reserves the right to charge a minimum fee of Twenty-five Hundred dollars (\$2,500.00) per hour for use of the facility after the allotted time (4 hours) for an event.

Both the client and a Reunion Golf & Country Club representative must initial any revisions in this agreement before the revisions will be considered binding.

Client Signature _____

Date _____

Event Sales Director _____

Date _____

MEMBER SPONSOR (REQUIRED)

_____, as a member of Reunion Golf & Country Club, has agreed to sponsor the event reserved by this contract. As a sponsor, in the event that payment is not made in accordance to the terms set forth by this contract, the Reunion Golf & Country Club member gives Reunion Golf & Country Club permission to apply any unpaid balance to their member account.

Member Sponsor Signature _____

Date _____

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Event Terms & Conditions

BILLING ARRANGEMENTS AND DEPOSITS

Billing arrangements for all events must be made in accordance with the Reunion Golf & Country Club (RGCC) policies. Our accounting department must authorize all requests for direct billing. A deposit of fifty percent (50%) of all estimated fixed costs and a signed contract is required to secure the date and reserved space, payable at time of signing. Balance in full is due 7-business days prior to the day of the event. Approved billings are due within thirty (30) days of receipt of invoice. Prices are subject to change prior to contract acceptance.

PAYMENTS

For approved billings, payments are payable in full according to the RGCC deposit policy: within thirty (30) days of the function, before the beginning of a function or by other arrangements made as specified on the contract. Tax-exempt groups must provide the RGCC with a letter of exemption with the remittance of the accepted contract. In the event the contract is signed in the name of a club, corporation, association, partnership, society, or other type of organization, the person signing represents that he/she has the authority of acceptance and assumes personal responsibility for the performance of the event.

FOOD SERVICE

The RGCC must provide all food and beverage items. Menu selections, room requirements and all other arrangements must be received in writing two (2) weeks prior to the function date. No food or beverage items may be removed from any function. Additional fees for special staffing requirements may apply, including but not limited to, cake cutting and culinary attendant fees.

BEVERAGE SERVICE

The RGCC, as a licensee, is responsible for the administration of the sale and service of all alcoholic beverages in accordance with the Mississippi State Liquor Commissioner's regulations and/or Mississippi statutes. The RGCC must supply all alcoholic beverages. If the alcoholic beverages are to be served on the premises, we require such beverages to be dispensed only by servers and bartenders. The RGCC License requires the RGCC to (1) request proper identification (photo ID) of anyone of the questionable age and refuse beverage services to persons either under the age or unable to produce proper identification, and (2) refuse alcoholic beverage services to any person, in the RGCC sole judgment who appears to be intoxicated. In the case that a beverage package is purchased for guests, start and end times of beverage service will be predetermined before the event and adhered to strictly during the event.

RENTALS

All rental items, i.e., linen, tables, chairs, tents, etc., will go through RGCC.

GUARANTEES

The Patron is required to notify the RGCC of the exact number of guests (a.k.a. Guarantee Count) of all functions no later than seven (7) business days prior to the function in order to purchase and prepare the food and beverages and schedule the required staff to serve the function. This will be considered the **minimum** number of guests charged, even in the event that fewer than the guaranteed number attends. If no guarantee is provided, the most recent expected number provided by the contracting party will serve as the guarantee. You will be charged for the number guaranteed or the number of actual attendees, whichever is greater.

CANCELLATION

Upon contract acceptance and receipt of deposit, the committed function space is off the market. Cancellation of the contract less than Ninety (90) days prior to the event date will result in the forfeiture of all payments made to RGCC at the time of cancellation. In addition, cancellation of the contract less than thirty (30) days prior to the event date will result in a charge of fifty percent (50%) of all expected revenues as liquidated damages. A charge of one hundred percent (100%) of all expected revenues will be assessed as liquidated damage if the function is cancelled within seven (7) business days of the function date.

INCLEMENT WEATHER

In the event of inclement weather, RGCC will make every effort to accommodate the Patron. The Patron shall still be responsible for all amounts due.

ROOM ASSIGNED AND SET-UP FEES

The RGCC reserves the right to assign function rooms according to the anticipated number of guests and the type of event, and also can reassign rooms according to fluctuations in the guest counts or event requirements. The RGCC reserves the right to charge service fees where applicable for extraordinary or unusual requirements. Service charges will be charged where applicable. The RGCC reserves the right to apply a fee for special labor or equipment needed for event. The RGCC reserves the right to charge a fee of twenty-five hundred dollars (\$2,500.00) per hour for use of the facility after the allotted time (4 hours) for an event, plus additional agreed upon consumption fees. If an event is scheduled for additional hours but additional time is not needed, the fee is non-refundable.

MISCELLANEOUS

- a. Music must be kept at a level deemed appropriate by the RGCC Management. Consideration will be given to all Residents/Guests in the area surrounding the RGCC.
- b. No bird seed, rice, confetti, glitter, etc. is to be used at any time during the event.

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- c. All children must remain seated. With the variety of dining patrons we have here at the Club, we simply must ask for proper decorum from all of our guests and appreciate parents or guardian cooperation in supervising your children while dining with us at the Club.

DEFINITIONS: As used herein, the following terms shall have the following meanings:

"RGCC" – Reunion Golf and Country Club, including the restaurant, and all related property;

"Event" – the banquet, reception, outing, tournament or other private function forming the subject of this Agreement;

"Patron" – the person, corporation, entity, organization, or association contracting with the RGCC for the Event.

SERVICE CHARGE and SALES TAX: A service charge equal to twenty percent (20%) of the charge to the Patron hereunder for food and beverages plus all Madison, MS sales tax will be added to the account, and the Patron agrees to pay such amount (7%).

PRICE INCREASES: Prices quoted herein are subject to change up to six (6) months before the Event to meet increased costs of supplies or operation.

EXTRAS: In the event that the RGCC, at the Patron's request, furnishes any food, beverages, or any other services not specifically provided for in this Agreement, the Patron agrees to pay the RGCC for any and all applicable charges therefor.

EXCUSED NONPERFORMANCE: If for any reasons beyond its control including, but not limited to, strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, club operation, commodities of supplies, acts of war or acts of God, the RGCC is unable to perform its obligations under this Agreement, such nonperformance is excused and the RGCC may terminate this Agreement without further liability of any nature, upon return of the Patron's deposit. In no event shall the RGCC be liable for consequential damages of any nature for any reason whatsoever.

PROVISION OF BEVERAGES: No beverages of any kind will be permitted to be brought into the RGCC by the Patron or any of the Patron's guests or invitees from the outside without the written permission of the RGCC, and the RGCC reserves the right to make a charge for the service of such beverages. Under no circumstances will the RGCC serve to or permit the consumption of alcoholic beverages by minors. Further, the RGCC reserves the right to refuse liquor service to any Patron judged to be intoxicated.

DRESS CODE: RGCC shall establish the dress requirements depending on the time of day and the particular facility being used. Members and guests shall dress in a fashion befitting the surroundings and atmosphere of Reunion Golf & Country Club. It is the responsibility of members and hosts to advise their guests of the dress requirements. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion and area of the club.

- Men – Collared dress shirt, dress slacks and solid denim (cutoffs, faded or torn jeans are not acceptable). Hats and/or caps/visors are not allowed.
- Ladies – Dressy attire, solid denim (cutoffs, faded or torn jeans are not acceptable). Hats and/or caps/visors are not allowed.

CONDUCT OF EVENT: The Patron agrees to begin its function promptly on the scheduled time and agrees to have its guests, invitees, or other persons vacate the designated function space at the closing hour indicated. All functions at the RGCC are to end by twelve midnight (12:00am).

- The Patron undertakes to conduct the Event in an orderly manner, in full compliance with applicable laws, regulations, and the RGCC rules. The Patron assumes full responsibility for the conduct of all persons in attendance and for any damage done to any part of the RGCC premises during any time such premises are under the control of the Patron, or Patron's guests, invitees, employees, or independent contractors employed by the Patron.
- The RGCC reserves the right to exclude or eject any and all objectionable persons from the function, or the RGCC premises, without liability.
- The Patron hereby indemnifies and holds harmless the RGCC against any and all claims, liabilities, or costs, including reasonable attorney's fees and whether by reason of personal injury or death or property damage or otherwise, arising out of or connected with the Event or this Agreement, to the extent caused or contributed to by the negligence of the Patron, or any guest, invitee, or agent of the Patron or any independent contractor hired by the Patron. Nothing in this paragraph will be interpreted to indemnify or hold the RGCC harmless from any of RGCC's negligence.

GENERAL: In the event that this Agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents to the RGCC that he/she has full authority to sign such contract, and in the event he/she is not so authorized, he/she will be personally liable for the faithful performance of this contract.

- This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements.
- Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi.

Patron's Signature _____ Date _____

RGCC Representative _____ Date _____