ENERGY EXCHANGE 2024 COMMITMENT

Sponsor Commitment for the CHARLES SCHWAB CHALLENGE, MAY 23-26, 2024
Energy Exchange at 17 Green Package Includes:

- The Energy Exchange at 17 is an exclusive, elevated Suite reserved for oil and gas executives to network at Colonial
- Six (6) tickets per day into Energy Exchange Thursday-Sunday, May 23-26
- Tickets provide access to Energy Exchange Suite at 17, the Crenshaw Village at 16, Palmer Village at 13, Village at 8/9/12, and the Colonial Poolside Plaza
- Tickets include full bar and food service including lunch, snacks and desserts at the Suite and Villages
- Only Energy Exchange ticket holders will have access to the Energy Exchange Suite area
- Parking can be purchased at an additional cost through the tournament office
- Gold Valet $150 per day plus tax. Silver TCU $75 per day plus tax.
- Additional Energy Exchange tickets can be purchased for $325 plus tax (subject to availability)
- To learn about our Birdies for Charity Matching Fund click here: https://www.charlesschwabchallenge.com/birdies-charities

CLICK TO PLAY VIDEO

2024 Investment: $8,000 (Exclusive of all applicable taxes)

INVESTMENT	$8,000.00
SALES TAX	$660.00
BIRDIES FOR CHARITY DONATION	$_____
GRAND TOTAL	$_____

Sponsor Name: _____ Customer # _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Ticketmaster Account Email: _____

Charge credit card # _____ Code _____ Exp. Date _____

Invoice Me: ❑

Please confirm the financial commitment and contractual obligations to the above marked sponsorships for the 2024 CHARLES SCHWAB CHALLENGE. This agreement is between the individual and or company ("Sponsor") and Colonial Country Club. By signing below, you understand and agree to all the conditions and requirements outlined on all pages of this form for one (1) year.

SIGNATURE REQUIRED ON BOTH PAGES FOR COMMITMENT TO BE VALID. 20% DEPOSIT DUE UPON SIGNING.
20% DEPOSIT MUST BE PAID WITHIN 30 DAYS OF SIGNING, NON-REFUNDABLE.
FULL PAYMENT DEADLINE IS MARCH 1, 2024.

Signature: _____

COLONIAL COUNTRY CLUB • JIMMIE WHITT • 3735 COUNTRY CLUB CIR., FORT WORTH, TX 76109
PHONE: 817 927-4280 • EMAIL: jwhitt@colonialfw.com

SPONSOR AGREEMENT

This Sponsor Agreement ("Agreement") is executed and effective on this _____ day of _____ , 20__ ("Execution Date") by and between Colonial Country Club, Inc., a Texas not-for-profit corporation ("Colonial") and _____("Sponsor") regarding sponsorship of the CHARLES SCHWAB CHALLENGE (the "Tournament"). For the promises set forth herein and other good and valuable consideration, the Sponsor agrees to abide by the Terms and Conditions set forth herein:

a) Sponsor shall make full payment to Colonial for this package(s) (as identified on previous page) within 30 days of receipt of billing, or if this Agreement is executed after March 1, within 15 days of the Execution Date. If Sponsor does not make timely payment, Colonial may cancel this Agreement and have no obligation to Sponsor. In the event of a termination for non-payment, Sponsor may be responsible for any damages related to such nonpayment. Colonial shall notify Sponsor in writing if the package has been cancelled for non-payment. Shortly after the Tournament, Colonial will also bill Sponsor for catering and all other charges incurred by Sponsor or on behalf of Sponsor, such as additional tickets and other benefits or services not included in the original package(s). Payment for such charges are due within 30 days of receipt of billing, and will be subject to 1½ % late charge per month thereafter. If a Member's signature appears on the front side of this sponsorship commitment form, the Member thereby guarantees payment to the club of all sums due to Colonial for the sponsorship commitment. Any charges for sponsorship commitments signed for by a Colonial member will be charged to such member's account if the payments for such amounts are not received by the deadlines provided for herein.

b) Sponsor acknowledges this Agreement shall commence upon Sponsor's execution of the Agreement, and shall continue until the day following the last day of the Tournament, or until the various obligations and considerations set forth herein have been satisfied and delivered, whichever is later.

c) If Sponsor has committed to both the 2024 and 2025 Tournaments, this Agreement shall control for 2024 and Colonial shall require a separate written agreement for the 2025 Tournament, which shall be presented for signature by Sponsor prior to the 2025 Tournament.

d) Sponsor warrants that they are free to enter into this Agreement and rights granted hereunder will not infringe upon rights of any third party.

e) Sponsor acknowledges and agrees that Colonial retains the ability to adjust the amenities and/or the pricing of the package/amenities during the term of this Agreement, for any or no reason. When any such adjustments are made, Colonial will communicate such changes with Sponsor. At that time, Sponsor has seven (7) days after such notice in which to cancel the Agreement, if it so chooses. After the passing of one week/seven days from the communication of changes, if Sponsor does not cancel the Agreement, all revised provisions of the Agreement, its amenities and pricing, and its payment remain in force without further action by either Party. Communications between the two parties on amenities or pricing changes must be done in writing via letter or verified e-mail.

f) Sponsor: Private Hospitality and Group Hospitality (Clubhouse or On-Course) acknowledges and agrees to the following:

1. The Hospitality Space is private and available only to invited guests with proper credentials. No general public admittance allowed.

2. Sponsor is responsible for its guests' behavior in this hospitality area. If Sponsor or its guests behave in a disorderly fashion, Sponsor may lose its ability to participate in the 2024 Tournament and/or renew this package for future Tournaments, and this Agreement may be immediately terminated by Colonial, in which case Sponsor shall remain liable for all payments due under this Agreement., as well any damages caused by Sponsor and/or Sponsor's guests.

3. Sponsor is responsible for having a designated host(s) or hostess(es) in its private hospitality space at all times. Sponsor shall provide the name and contact information of hosts/hostesses to Colonial at least seven (7) days prior to the first day of Sponsor's access to the private hospitality space. The host is responsible for making sure that the area is not overcrowded, and ensuring that any noise that could disrupt or distract players on the course will not be tolerated. Sponsor acknowledges that if it cannot fulfill these guidelines, then Colonial officials, security personnel and/or other individuals designated by Colonial shall have the authority to enforce them in its sole discretion.

4. No banners or signage of any kind may be placed outside (or within but facing outside) an enclosed hospitality tent or suite or on its exterior by Sponsor or its representatives or guests. Skybox and Deck sponsors, and other open-air hospitality venue sponsors, acknowledge and agree that no banners or signage of any kind may be placed inside or outside the hospitality area, visible to the general public or television cameras, by their representatives or guests. Colonial retains sole responsibility for placing appropriate signage outside of the hospitality area for identification and the convenience of guests. This exterior signage identification is limited to the Sponsor on this agreement. Sponsors with enclosed hospitality areas may place small banners and/or other appropriate-sized display inside the hospitality tent/suite only, facing the interior of the enclosed space, as long as such display is not visible and legible from the outside. Colonial retains the right to approve all interior signs or displays and/or remove all unapproved signs or displays in its sole discretion.

5. Any collateral materials Sponsor produces for the purpose of promoting its participation in the Tournament and/or inviting people to its hospitality area will properly refer to the Tournament by its full name ("Charles Schwab Challenge" or other as specifically directed by Colonial) and/or to the site as "Colonial Country Club" or "Colonial". The name of the Tournament does not have to be used in these materials, but an incorrect and/or incomplete name or reference cannot be used. Sponsor may customize its ad in the Tournament program to include a Tournament reference, but only if the event is properly referred to by its full name. Failure to make this proper referral could result in loss of ad in program if no time remains to correct it before production deadline. Sponsor may request to use the official Tournament logo in these materials or ad, but the request must be submitted to Colonial for approval at least 30 days in advance of their use.

6. Packages and their respective amenities, including parking, badges, advertising and other amenities are not to be sold, advertised for sale, assigned to any third party or otherwise sub-let without the prior written consent of Colonial. Any Sponsor who sells, or advertises for sale a package or any part of a package without such written consent will forfeit that package but remain liable for any and all charges. Further, any unauthorized sale, assignment or sub-letting of a hospitality area shall allow Colonial, at its own option, in addition to any other rights or remedies available to Colonial at law or in equity or otherwise, at its sole discretion, to immediately cancel this Agreement and/or enter the hospitality space, remove Sponsor and third parties from the hospitality space and deny Sponsor and third parties access to the hospitality space without refunding any payments and fees otherwise due hereunder as well as any other amounts owed or incurred by Sponsor and/or third parties. In the event of an approved sale, assignment and/or sub-let of any package, Sponsor acknowledges that Sponsor retains responsibility for all charges incurred by Sponsor and/or third party, as well as the behavior of the representatives of the Sponsor and/or third party and their guests which shall be in accordance with this Agreement. Billing from Colonial will be to Sponsor only, not to any third party. Any accompanying signage will acknowledge Sponsor only, not any third party. Sponsor agrees that Colonial may withhold consent to any sale or sub-lease at its sole and exclusive discretion, for any or no reason. Third party will be subject to same terms and conditions outlined herein under sub-paragraphs (b-h) of this Agreement. Names and contact information of any third party representatives and hosts/hostesses must be supplied to Colonial in advance in accordance with Section 3 above. Sponsor agrees to pay to Colonial an additional 10% fee for any package approved by Colonial in writing for resale to any third party and an additional $500 charge for each allowed assignment or sub-let under this Section 6.

7. Sponsor acknowledges that all food and beverage catering for any hospitality space must be provided by Colonial Country Club and/or its designated caterer. Sponsor or any of Sponsor's guests may not bring in any other food or beverage products, or other caterer, in its hospitality area for any purpose or reason.

8. Agreement may be canceled by Sponsor only by written notice sent by certified mail and delivered to Colonial prior to May 1 for that tournament year.

A. Sponsor shall pay Colonial a cancellation fee of 50% of the contract price if Agreement is canceled prior to February 1 for that tournament year.

B. Sponsor shall pay Colonial a cancellation fee of 75% of the contract price if Agreement is canceled after February 1 but prior to March 15 for that tournament year.

C. If contract is canceled on or after March 15 but prior to May 1 of that tournament year, Sponsor shall pay a cancellation fee of 90% of the contract price.

All cancellation fees will be paid within 30 days of written cancellation. No refund by Colonial to Sponsor will be made if the Agreement is canceled on or after May 1 for that tournament year and Sponsor shall be and remain liable for the entire package and other incurred charges due hereunder.

9. Colonial may terminate this Agreement for any or no reason by written notice to Sponsor at any time.

A. If Colonial cancels this Agreement for no reason, it must send notice of cancellation to Sponsor prior to April 1 of that tournament year and refund 100% of all money paid by Sponsor to Colonial;

B. If Colonial cancels this Agreement due to a breach of this Agreement by Sponsor, including disorderly behavior by Sponsor or Sponsor's guests, Colonial shall provide written notice to Sponsor of such cancellation and shall not refund any amounts paid by Sponsor. In such case, Sponsor may further owe additional payments under this Agreement and for costs already incurred by Colonial and/or damages due to Sponsor's acts or omissions.

C. If, at any point, Colonial cancels the Tournament or this Agreement due to an act of God, state of war, terrorist action, fire, weather, national emergency, pandemic or any other cause of situation out of Colonial's control, including but not limited to acts of the PGA Tour, Colonial shall notify Sponsor in writing as soon as practicable and may retain up to 20% of any prepaid sponsorship fees in order to cover costs incurred by Colonial directly related to Sponsor. For the sake of clarification, Colonial shall only have the right to retain fees to reimburse Colonial for direct expenses on behalf of the Sponsor, if any. All other fees shall be refunded to Sponsor in the event of cancellation of the Tournament or this Agreement pursuant to this Section.

g) Colonial may assign this Agreement, including all right and obligations, at any time to a 501(c)(3) without notice or approval by Sponsor.

h) This Agreement shall be construed and governed according to the laws of the State of Texas. Any claims or disputes relating to this agreement will be resolved in the venue of Fort Worth, Tarrant County, Texas.

SIGNATURE: _____ Date: _____