



May 22, 2025

Sun Valley High School
Attn: John Moletteri
2881 Pancoast Avenue
Aston, PA, 19014

Re: Sun Valley High School 2026 Prom

Dear Mr. Moletteri (“Patron”)

Thank you for selecting the DuPont Country Club for your special Event. We look forward to your arrival and will assist you in making this occasion a memorable and successful day.

As a Patron, please review the requirements of this agreement to confirm our mutual understanding of the Event and the services required. Return one copy of the signed Agreement (all pages) **by Thursday, June 5, 2025**, along with your deposit (if applicable) to the Sales Office and maintain the additional copy of the Agreement for your records. This Agreement will constitute a tentative booking until a signed copy is received by the DuPont Country Club and your deposit is fully paid to the DuPont Country Club Sales Office. At that time, this letter shall become a binding and definitive agreement.

The following space has been reserved for you at DuPont Country Club on: **Friday, May 8, 2026**.

Date	Start Time	End Time	Function Type	Room	Set-up	Est. #	Room Rental
05/08/2026	5:00 PM	7:00 PM	Setup	DuPont Ballroom/Upper Terrace	Diagram	-	*
05/08/2026	7:00 PM	11:00 PM	Prom	DuPont Ballroom/Upper Terrace	Diagram	275	*
05/08/2026	7:00 PM	11:00 PM	Prom	Montchanin Room/Balcony	Diagram	275	*
05/08/2026	7:00 PM	11:00 PM	Prom	Lower Terrace	Diagram	275	\$500.00

1. **FOOD & BEVERAGE**

Minimum Revenue Required: \$17,000.00/Per Event for Food & Beverage, Inclusive of Service Charge

- (1) Adult Chaperone / Faculty Required per (30) Students.
- (1) Chaperone Table is Required per Dining Area.

DCC Prom Package includes (1) New Castle County Police Officer. The County requires (1) Officer per (100) Students. Staffing fees for New Castle County Officers will be billed to the Patron following the event, based on the final number of students in attendance.



**DuPont Country Club & Brantwyn Estate
Credit Card Authorization Form**

Date: _____

I agree to allow DuPont Country Club & Brantwyn to charge my Credit Card for guarantee of payment for services as outlined below: (a 2% processing fee will apply)

Credit Card Number: _____

Visa *Master Card* *American Express* *Discover* *Other:* _____

Expiration Date: _____

Cardholder Name: _____

(Please print)

Signature of Cardholder: _____

(Signature is required by DuPont Country Club & Brantwyn)

Client's Name: _____

Please specify which of the following circumstances DuPont Country Club & Brantwyn should charge your credit card:

First Deposit \$ _____

Second Deposit \$ _____

Final Payment (due 7 business days prior to the Event)

Test Dinner/ Menu Tasting

Any balance due after Final Payment including Cancellation Fees

Please include a legible copy of the credit card to be charged (Front & Back)

***Please make checks payable to: DuPont Country Club
(Personal checks accepted for initial deposit ONLY)***

please send to:

***DuPont Country Club
1001 Rockland Road
c/o (Catering Manager's Name)
Catering Sales Office – 2nd Floor
Wilmington, DE 19803***

Patron will receive (1) complimentary reception station, chosen from below list.

Pasta Station | Whipped Potato Station | French Fry & Chip Station

All food and beverage for this Event will be provided by the DuPont Country Club and its staff. For health and safety reasons, no food or beverage may be brought into the DuPont Country Club by the Patron, guests or any other third party. As a commercial server of alcoholic beverages, the DuPont Country Club has a responsibility to serve alcoholic beverages to Patrons and their guests in a responsible and appropriate manner. The Event and arrangements shall comply with the Delaware Alcoholic Beverage Commission regulations that, among other things prohibit the sale or serving of alcoholic beverages to minors. The DuPont Country Club reserves the right to request proof of age from any guest prior to serving that guest alcohol. The DuPont Country Club discourages drinking and driving and reserves the right to decline the service of alcohol for the safety of our Patrons and guests. The DuPont Country Club also reserves the right to limit the alcoholic content of a beverage to the industry standard of (1.5 oz). Requests for drinks such as shots, shooters or floaters will be denied, and all mixed cocktails will be served on ice.

Food and Beverage may not be taken from the premises.

Function #29363

2. DEPOSIT, PAYMENT AND CANCELLATION PROCEDURES

A. DEPOSIT

Deposit Type	Deposit Order	Due Date	Amount Due	Received Date	Amount Received
DEPOSIT	1	06/05/2025	\$1,500.00		
DEPOSIT	2	02/08/2026	\$2,500.00		

Your deposit is due to the DuPont Country Club by the above date, along with the executed copy of this Agreement. Personal Checks, Major Credit Cards (a 2% processing fee will apply), Bank Certified Checks or Cash are only acceptable for Deposits.

Checks should be made payable to “The DuPont Country Club” and mailed to the attention of the Sales Office, The DuPont Country Club, 1001 Rockland Road, Wilmington, DE 19803.

It is understood and agreed by Patron, that if Patron does not provide a signed Agreement to the DuPont Country Club, and the DuPont Country Club is not in receipt of the required deposit due, then the DuPont Country Club will be under no obligation to hold the dates tentatively scheduled for Patron’s Event and Patron shall release and hold harmless DuPont Country Club from any and all liability in connection to its releasing and re-booking the dates for other events.

All deposits are non-refundable. If the Event is held as contracted, the deposit will be applied to the total bill for the Event. If Patron should have the need to cancel the Event, the Patron must provide written notification to the DuPont Country Club advising of Patron’s desire to cancel the Event in compliance to Section C below.

No other method of cancellation shall be accepted.

B. ESTIMATED FINAL PAYMENT AND MISCELLANEOUS PAYMENTS

The Patron understands and agrees that the Estimated Payment must be paid in full prior to the Event date.

Personal Checks cannot be accepted for the Estimated Final Payment. Major Credit Cards (a 2% processing fee will apply), Bank Certified or Cashier's Checks or Cash are the only acceptable forms of payment. The DuPont Country Club reserves the right to cancel this Agreement and the Event to which it pertains, if this required Estimated Payment has not been received three (3) days prior to the Event date. The DuPont Country Club reserves the right to require additional payments or full payment at any time prior to the Event.

(If Applicable) As part of this Agreement and incorporated herein, the Patron agrees to complete the attached Credit Card Authorization (Attachment "A") for guaranteed payment for services or accommodations related to the Event and designated for the amount specified on the authorization. The Patron understands and agrees that any additional charges or amounts due in connection to the Event shall be charged on the credit card 48 hours prior to the Event. Incidental charges will be paid by the Patron. Patron authorizes that any outstanding balances exceeding the amount authorized, including for any incidental charges to the Patron's bill incurred during or after the Event, shall be charged to the credit card provided by Patron.

The DuPont Country Club will not accept personal checks the day of the Event.

C. CANCELLATION POLICY

If Patron should cancel the Event, then Patron must provide written notification to the DuPont Country Club advising of Patron's desire to cancel the Event. No other method of cancellation shall be accepted. Patron should mail such cancellation notice to the following address:

**The DuPont Country Club
Catering Sales Office
1001 Rockland Road
Wilmington, DE 19803
- or -
by E-mail to the Sales Manager**

Cancellation shall be deemed to have been made upon receipt of said notice by DuPont Country Club.

In the event of Patron's cancellation of the Event, the Patron agrees to pay the following amounts to the DuPont Country Club:

- **Cancellation six (6) months prior to the Event, 35% of the Minimum Revenue Required.**
- **Cancellation three (3) months prior to the Event, 50% of the Minimum Revenue Required.**
- **Cancellation three (3) weeks prior to the Event, 100% of the Minimum Revenue Required.**

The Estimated Cost based on the preliminary menu selections and any other services being provided by the DuPont Country Club will be due and payable by the Patron two (2) weeks prior to the Event.

Credit Card Number Needed Upon Agreement Return.

3. MENUS

Approximately **one (1) month prior to the Event**, the Patron and DuPont Country Club Staff will review all arrangements for the Event, including preliminary menu selections and approvals for entertainment and decorating. Following this meeting, within ten (10) days, a confirmation detailing the Event and Estimated Cost ("Confirmation") will be prepared and sent to the Patron. The Patron shall review the Confirmation and Estimated Costs and provide final menu selections and any other changes to the Confirmation to the DuPont Country Club within thirty (30) days prior to the Event. All changes, edits or comments made to the Confirmation by Patron must be submitted in writing. All prices quoted in the Confirmation are subject to change but are guaranteed to the Patron sixty (60) days prior to the Event unless noted otherwise.

4. GUARANTEES

It is a requirement that the DuPont Country Club be notified in writing of the approximate number of guests ten (10) calendar days prior to the event date. The exact number of guests is due 72 business hours prior to the Event date. Patron understands and agrees that this number of guests as disclosed by Patron will be considered the guaranteed attendance for which Patron will be charged even if fewer guests attend the Event.

The DuPont Country Club shall not be responsible to provide service or accommodations at the Event to more than a 3% increase over guaranteed attendance.

The DuPont Country Club reserves the right to reassign the event to an alternate room.

If Patron requests and receives from the DuPont Country Club any other services relating to the Event and not specifically provided for in this Agreement, including but not limited to, additional food and/or beverages the Patron understands and agrees that the related charges for the additional services shall be added to the final invoice. In addition, in connection to Paragraph 7 below, any damages to the DuPont Country Club property caused by the Patron or their guests will be added to the final invoice. **The Patron agrees to make payment of any outstanding balance in full within thirty (30) days of receipt of the final invoice. All accounts are subject to a late payment charge of 1.5% (18% per annum) which will be applied to all balances over thirty (30) days. If payment is not received within thirty (30) days, the amount will be immediately charged against the credit card on file.** Any account or payment past due will be assigned to collection and Patron understands and agrees to pay for all charges related to the collection of the account including, but not limited to, reasonable attorney fees, legal fees and those fees imposed by Patron's own card company incurred by the DuPont Country Club in collecting any outstanding balances.

5. DECORATIONS

The Patron understands that the DuPont Country Club will not permit the affixing of anything to the walls, floors, furnishings or ceilings with nails, staples, carpet tape, hooks, tacks, screws, glue, or any other similar substances. For fire safety, any type of "candle décor" or any other use of fire or flame must be approved by the DuPont Country Club staff prior to Patron's confirmation with the selected vendor. The DuPont Country Club staff must be consulted and approve the display of all materials, decorations, or other items.

Patrons will be solely liable and responsible to reimburse the DuPont Country Club for any property damage or injury occurring during the Event (including pre- and post-assembly of items and equipment) or use of the DuPont Country Club facilities. Any property damage or injury arising out of or caused by the Patron, their guests or third party, resulting from, but not limited to, the loading, unloading, assembly and disassembly of items and equipment of Patrons or any third party used by Patron; negligence, carelessness, abuse or irresponsible or intentional actions by the Patron, their guests or third party; any property damage which is not due to normal wear and tear; or from unreasonable use or accidents.

The Patron agrees that, prior to setting up for any Event or using the DuPont Country Club facilities; the Patron shall inspect the facility thoroughly and note all problems in writing to the DuPont Country Club. At the end of the Event and prior to departure, Patron, at their option, may perform a walkthrough to inspect the facility with a DuPont Country Club representative present to check any problems or damages found against the prior inspection made by the Patron. The Patron agrees to promptly reimburse DuPont Country Club for any property damage arising out of or caused by the Patron, their guests or third party in accordance to Paragraph 4 of this Agreement, including any and all costs for repairs to the damaged property.

Any items or equipment not supplied by the DuPont Country Club and which are brought to the DuPont Country Club for use at the Event by the Patron, a guest, or a third party, are the responsibility of the Patron. This includes equipment or items supplied for use by DuPont Country Club staff and anyone else present at the Event. All items and equipment used at the Event by either the Patron, a guest or a third party shall be removed from the DuPont Country Club premises immediately upon the conclusion of the Event. Patron understands and agrees that it is their sole responsibility to ensure

that removal of all items and equipment is completed upon the conclusion of the Event and any costs associated with the removal of such items or equipment by the DuPont Country Club, including reasonable storage fees, shall be paid by the Patron.

In consideration for the use of these items and equipment at the Event, the Patron agrees to indemnify, hold harmless and forever defend the DuPont Country Club from and against any and all losses or claims, including costs, complaints, expenses and/or damages, arising out of any occurrence, act or omission, relating in any manner to the use of these items or equipment. The Patron shall be solely responsible for all loss, theft and/or damage to such items or equipment. The Patron fully releases the DuPont Country Club from all claims related to the loss, theft and/or damage to such Patron supplied items or equipment.

6. MUSIC AND ENTERTAINMENT

Providers of any type of music/entertainment/photography will be subject to the approval of the DuPont Country Club Staff prior to Patron's confirmation with the vendor. The Patron will be responsible for all damages or injury caused by those providing music/entertainment/photography or related services.

7. LOST AND FOUND

The DuPont Country Club is not responsible for damage or loss of any items, articles, clothing, or equipment left in the Club prior to or following the Event. Clear security arrangements should be made for any items or equipment set up prior to the Event or left unattended at anytime.

8. MISCELLANEOUS SERVICES

The DuPont Country Club is available to assist the Patron with recommendations for services not provided by the DuPont Country Club. However, Patron understands and agrees that Patron is solely responsible for contacting and making all arrangements directly with the service provider, including any related payments due to that service provider. The DuPont Country Club is not responsible for providing any services not specifically set out in this Agreement. Any additional services requested of the DuPont Country Club, and not clearly identified in this agreement, must be agreed to in writing by the Patron and the DuPont Country Club Staff prior to such additional services being implemented. Applicable charges will be incurred.

9. EQUIPMENT AND ENGINEERING SERVICES

Should an event require extra lighting, electrical requirements or engineering assistance, Patron must submit the request and relevant information to the DuPont Country Club Staff ten (10) days in advance. Depending on the extent of the arrangements, labor and equipment needed, additional charges will be assessed.

10. LIABILITY AND RESPONSIBILITIES

The Patron assumes responsibility and liability for all damages and/or injuries caused by the negligence or willful misconduct of the Patron or the Patron's guests.

In the event that this Agreement is signed in the name of a corporation, partnership, association, club or society, the person signing expressly represents to the DuPont Country Club that he/she has full authority to sign this Agreement and legally bind the company to the terms and conditions of this Agreement, and that in the event that he/she is not in fact so authorized or in the event that the corporation, partnership, association, club or society does not have or will not have sufficient funds available to pay for the services contracted for, he/she will be personally liable for the faithful performance of this Agreement and payment of the debt incurred.

11. FORCE MAJEURE

Neither the DuPont Country Club or the Patron shall be liable for any delays or losses due to either Party's failure to perform its obligations hereunder in the event that such failure is caused by events or circumstances beyond its reasonable control, including, but not limited to acts of God, war, riot, terrorists, governmental action, pandemic, fire, flood or extreme inclement weather, provided that the party, which is unable to perform its obligations, provides notice to the other party as promptly and as reasonably possible following the onset of such events or circumstances. In the event that such Force Majeure affects the function, either party may cancel all outstanding portions of the function without incurring any charges provided, however, that the Event is rescheduled and held in a reasonable amount of time based on the circumstances.

12. LIMITATION OF LIABILITY

Except as expressly provided in this Agreement, and except for a party's gross negligence, willful misconduct, indemnification obligations, or breach of applicable law, neither Patron nor DuPont Country Club will be liable to the other party or any third party for any indirect, special, consequential, or punitive damages (including without limitation lost profits) based on any cause of action, regardless of whether the applicable party was aware of the possibility of such damages. In no event will DuPont Country Club be liable to Patron for any amount greater than the charges payable to DuPont Country Club in exchange for services provided by DuPont Country Club as set forth in this Agreement.

13. INDEMNIFICATION AND HOLD HARMLESS

The Patron and the DuPont Country Club ("Parties") shall, to the extent permitted by law, indemnify, defend and hold safe and harmless the other from and against any and all claims, demands, complaints or actions by third parties (including employees of the Parties, their subcontractors under the Agreement, or government agencies) arising from or relating to the Agreement (including personal injury, death, property damage or damage to the environment), to the extent arising out of the negligence, willful misconduct, breach of the Agreement, or violation of law by either Party or any subcontractor of the Party ("Fault or Negligence"). Further, in the event the Parties are jointly at fault or negligent, they agree to indemnify each other in proportion to their relative Fault or Negligence. The claims, demands, complaints and actions covered hereunder include all settlements, losses, liabilities, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

14. SECURITY

The DuPont Country Club reserves the right with advanced notice to the Patron, to contract for outside professional security or additional DuPont Country Club security to monitor any event deemed necessary by the DuPont Country Club in order to comply with local laws and to keep the peace and the premises otherwise safe and orderly. The fee for this security or any related expense incurred by the DuPont Country Club to protect its property, guests or employees will be the responsibility of the Patron.

15. SMOKING

The DuPont Country Club and Brantwyn are non-smoking facilities. Smoking will only be permitted in designated outdoor areas.

16. ADA COMPLIANCE

The DuPont Country Club certifies that the location and the facilities comply with Title III of the Americans with Disabilities Act (ADA) and its regulations and guidelines.

17. ASSIGNMENT

The Agreement shall not be assignable or otherwise transferable, in whole or in part, by Patron. The Agreement shall be assignable or otherwise transferable in whole or in part by DuPont Country Club.

18. APPLICABLE LAW AND JURISDICTION

The Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law. The Parties consent and submit exclusively to the jurisdiction and service of process of the courts of the State of Delaware or the courts of the United States located in Delaware.

19. SEVERABILITY

In the event that any Section of the Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other Section of the Agreement either void or unenforceable, and all other Sections shall remain in full force and effect unless the Section(s) which is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

20. INSURANCE

The DuPont Country Club at its option, will procure the following:

- (a) Workers' Compensation—Statutory; Employer's Liability—\$500,000 per accident/per employee; and such other insurance as may be required by Statutory law.
- (a) Commercial General Liability (Occurrence Form), including Contractual Liability and liability for Products and Completed Operations, in a combined limit for Bodily Injury and Property Damage—\$1,000,000 per occurrence.
- (b) Business Automobile Liability, in a combined single limit for Bodily Injury and Property Damage - \$1,000,000 per occurrence.
- (c) Other insurance appropriate for DuPont Country Club's business or as required by law.

21. MODIFICATIONS TO AGREEMENT

Any modification or amendment to this Agreement, or any of its provisions, must be made in writing and signed by both parties.

22. PATRON'S LEGAL OBLIGATION

- a) Patron understands and agrees that Patron is solely liable for the payment of all costs associated with the Event and assumes all liability under this Agreement, regardless of whether Patron hires an independent third party to book, organize, arrange for the payment of the Event, or to make payment on behalf of Patron for the Event. In such cases, Patron understands and agrees that it is Patron's sole responsibility and obligation to ensure that all payments due under this Agreement, whether by any third-party payer, shall be paid in full by Patron. In all respects, Patron agrees to indemnify and hold harmless DuPont Country Club from all claims arising for Patron's use of a third party.
- b) In the event of litigation for collection or enforcement of this Agreement, and DuPont Country Club is successful, then the Patron shall reimburse the DuPont Country Club for all reasonable attorney fees and costs resulting there from.

23. SHIPPING

The Patron is responsible for the arrangements and all expenses of shipping materials to and from the DuPont Country Club. All items shipped to the DuPont Country Club should be clearly marked with the Patron's name c/o event name,

date and banquet room that will be used. No items are to be shipped to the DuPont Country Club more than 24 hours prior to the event.

24. ADVERTISING

The DuPont Country Club reserves the right to approve in advance all forms of advertising or publicity promoting its name. The Patron does not have permission to use any trademark or symbol of the DuPont Country Club without prior express written approval of the DuPont Country Club staff. All news releases, handbills, invitations, advertisements, electronic media, television and radio announcements or other media utilized to inform guests of the event must carry a disclaimer to the effect that the use of the DuPont Country Club does not imply endorsement of the event or the sponsoring organizations by the DuPont Country Club.

25. RESERVATION OF RIGHTS

The DuPont Country Club reserves the right to cancel the scheduled Event if at any time it is determined that the Patron has misrepresented their identity, or the purpose of the Event, or is not in compliance with the terms and conditions of this Agreement or any other requirements hereunder. The Patron has a responsibility to convey the nature and purpose of the Event fully and fairly to the DuPont Country Club at the time of the booking.

26. PUBLICITY

The Patron shall not use the name, trademarks, service marks, logos, domain names, Web sites, or any other identifiers of the DuPont Country Club or its parent company(ies), affiliates, or subsidiaries of any tier without the prior written approval of Club or the applicable company in each instance.

27. ENTIRETY

This Agreement embodies the entire understanding of the Parties with respect to the subject matter and, except as otherwise specifically stated herein, there are no contracts, agreements, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter hereof which is not merged herein. Except as otherwise specifically stated, no modification hereto shall be of any force or effect unless (1) reduced to writing and signed by both Parties hereto, and (2) expressly referred to as being a modification of the Agreement.

IN WITNESS WHEREOF, the Parties have reviewed the Agreement and are in accordance with its requirements. By signing the Agreement, the parties agree to be bound by its terms.

The DuPont Country Club

By:  _____
Lindsay Cutler
Director of Catering & Sales

Accepted & Agreed (Client)

By: _____
John Moletteri

Date: _____

Your Sales Manager for this Event is:

Olivia Eastburn
Catering Sales Manager
302-421-1749
The DuPont Country Club
1001 Rockland Road
Wilmington, DE 19803

**Sun Valley High School
Attn: Mr. John Moletteri
130 East South Street
Kennett Square, PA 19348**

Date: **May 22, 2025**

Re: **Sun Valley High School 2026 Prom on Friday, May 8, 2026.**