

OFFER TO SUPPLY FREE Custom Scorecards and Custom Cedar Tee Signs

This agreement is made between Bench Craft Company and the undersigned golf course for a period of FOUR (4) YEARS commencing upon delivery of product(s). Bench Craft Company is engaged in the business of selling sponsor's messages to be placed on custom designed custom scorecards and custom tee signs with the understanding that they will be placed at the tees and other locations at the golf course (list additional locations below) and are to be used exclusively by the golf course. Each product will display information specific to the golf course. All information needed to complete the product(s) is to be provided by the golf course to Bench Craft Company within 30 days from the date of this agreement.

As sole consideration of the promises herein made by the golf course, Bench Craft Company agrees to furnish custom designed product(s) at **NO COST WHATSOEVER TO THE GOLF COURSE**, per style _____ which shall contain sponsor's messages of reasonable amounts to satisfy the needs of Bench Craft Company. This service is provided to the golf course on the basis that the sponsors are commercially available. During the term of this agreement, Bench Craft Company, in its sole discretion, may replace existing sponsors messages with others containing different sponsor's messages on an annual basis. Bench Craft Company may replace style of product(s) with golf course approval.

Bench Craft Company does routinely screen sponsors and will not sell or place any sponsor that is questionable on moral or ethical grounds. By stating objections to types of businesses or specific businesses herein, the golf course is exercising their right of approval.

ONE PARTICULAR AREA OF CONCERN IS: GOLF RELATED BUSINESSES: _____ (CHECK ONE) OK NOT OK

ANOTHER AREA OF CONCERN IS: BEER DISTRIBUTION: _____ (CHECK ONE) OK NOT OK

ALL OTHER TYPES OF BUSINESSES/SPECIFIC BUSINESSES NOT ACCEPTABLE: No Adult, No Marijuana, No Alcohol, No Tobacco, (City has the right to approve of all sponsors) _____

Any effort made by the golf course or golf course personnel to negatively affect the ability of Bench Craft Company to install and maintain product(s) or to make sales to sponsors shall be construed as a breach of contract giving rise to consequential damages. The golf course agrees to use the most recent supply of product(s) on hand.

The golf course also agrees to perform occasional maintenance, including draining ball washers during freezing temperatures if applicable, and to install sponsor panels (if this is done at the request of Bench Craft Company, the golf course will be compensated for their time). The golf course agrees to provide Bench Craft Company and/or its agents with vehicle access to golf course for posting of and/or maintenance of products.

THE SIGNATORY OF THIS AGREEMENT IS A REPRESENTATIVE OF THE OWNER OF THE GOLF COURSE LESSEE OF THE GOLF COURSE

IF LESSEE, THE REMAINING TERM OF THE LEASE IS: _____ LESSOR AND LEGAL OWNER OF THE COURSE IS: _____

BENCH/GOLF BALL WASHER BONUS

0 Benches x \$25 per year (initial payment 30 days after signing. Subsequent payments made annually)

0 Golf Ball Washers x \$25 per year (initial payment 30 days after signing. Subsequent payments made annually)

OTHER CONDITIONS: All Courses require an annual supply of custom scorecards with ads, at NO COST. Kearney Hills & Tate's Creek require custom tee signs with ads, at NO COST. Golf Courses have final proof and sponsor approval. Bench Craft shall pay City of Lexington \$2000.00 per year for life of agreement (first pmt in 30 days.)

The initial term of this agreement is for FOUR (4) years. Unless written notice of termination is given by either party more than ONE (1) YEAR prior to expiration of any term, this agreement shall again automatically renew for additional FOUR (4) year periods. In the event suit or action is instituted to enforce this agreement or any of its provisions, the prevailing party shall be entitled to recover reasonable attorney fees and costs in all courts at trial and appeal. County of Multnomah, State of Oregon shall have jurisdiction.

This agreement is complete in itself. It contains all of the terms of the agreement and neither party will rely on any verbal representations, either expressed or implied, not contained or expressed herein. This agreement shall not be modified except by written agreement signed by Bench Craft Company and the undersigned golf course. All products, intellectual property and artwork created under this agreement shall remain the sole property of Bench Craft Company. Should notice of termination be given by either party the golf course agrees to cooperate fully in the return of all products and artwork created. This agreement shall be binding upon the heirs, successors and assigns of both parties and as such will be included in any bill of sale.

The golf course shall require an annual supply of scorecards to all Tate's Creek & Lakeside get _____ total te all at no cost with advertisement spaces.

BY _____
Bench Craft Company

DESIRED LOCATIONS Tee Signs at Lakeside and Tate's Creek only

SPECIAL INSTRUCTIONS Scorecards at ALL FIVE City of Lexington Golf Courses

OF HOLES FIVE 18 HOLE COURSES

ANNUAL ROUNDS Contact Course Pros for Each Individual Course Rounds

TOTAL YARDAGE Per Each Individual Course

GOLF COURSE PHONE See Course Accounts for Individual Phone Numbers

DATED THIS _____ DAY OF _____, 2022

GC City of Lexington-Kearney Hills-Picadome-Lakeside-Tate's Creek-Meadowl

AUTHORIZED SIGNATURE X _____

PRINT NAME _____

TITLE _____

MAILING ADDRESS _____

CITY LEXINGTON STATE KY ZIP _____

SHIPPING ADDRESS Per Individual Golf Courses

CONTACT Justin Mullannix and individual golf shops FOR SPONSOR QUESTIONS

PLEASE ATTACH CURRENT SCORECARD WITH SIGNED AGREEMENT