

2018 GIRLS JUNIOR PGA CHAMPIONSHIP
HOST SITE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the 15th day of June, 2017, among THE PROFESSIONAL GOLFERS' ASSOCIATION OF AMERICA, a not-for-profit corporation organized under the laws of the State of Florida (hereinafter "PGA"), and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (hereinafter referred to as "LFUCG"), a corporation organized under the laws of the Commonwealth of Kentucky, in the following circumstances:

PREAMBLE

WHEREAS, PGA owns and operates various golf championships and events including the Girls Junior PGA Championship; and

WHEREAS, LFUCG and PGA desire to enter into an agreement to provide for a premier championship site, use of championship related facilities and other related matters for the playing of the 2018 Girls Junior PGA Championship (hereinafter referred to as "the Junior PGA") in accordance with the terms and conditions specifically set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do hereby

AGREE as follows:

TERMS AND CONDITIONS

1. **Term.** This Agreement shall have a term commencing upon the date first written above and extending through the conclusion of the parties' performance in connection with the Junior PGA.
2. **Description of the Junior PGA.** The Junior PGA pertinent facts and information are the following:
 - A. **Type of Tournament.** The Junior PGA is a seventy-two (72) hole championship with approximately 144 participants who are eighteen (18) or younger on the final day of the national championship. A cut will be made after 36 holes to the low 70 plus ties.
 - B. **Title of the Junior PGA.** The Championship shall be referred to as the Girls Junior PGA Championship until such time that PGA, at its sole discretion subject to the provisions of Section 14 of this Agreement, will add or change a sponsor to the title of the Girls Junior PGA Championship.
 - C. **Course.** The Course selection for the Junior PGA shall be the Kearney Hill Golf Links course (hereinafter referred to as the "Course").
 - D. **Dates of the Junior PGA.** The Junior PGA shall be held July 7 through July 12, 2018. (July 7-8, practice rounds and July 9-12, competition)
3. **Host Site Responsibilities.** LFUCG shall be responsible to provide for the following functions, supplies and equipment without charge to the PGA:
 - A. **Practice Range.** Subject to the following sentence, provide exclusive use of the practice range for six (6) days for the contestants (July 7- 12, 2018).
 - B. **Golf Cars.** Provide a minimum of twenty five (25) Golf Car vehicles.

- C. Sound / Video System. Arrange for a sound and video system (PGA to pay for sound system), tables (draped) and chairs for opening introduction meeting and presentation ceremony. Provide manpower to set up.
- D. Headquarters Facility. Championship headquarters facility space with telephone capabilities, copier and high-speed internet. The facility will be available one week prior to the Junior PGA. The parties acknowledge that an office trailer might be used for this purpose unless the parties mutually agree to the use of another space inside the clubhouse.
- E. Media Center. Provide space for media center and media registration area. Setup a few tables/chairs and allow wall space for a media center screen scoreboard. The parties acknowledge that the Gilbert and McBee Rooms will be used for this purpose unless the parties mutually agree to use another space.
- F. Tables, Chairs. Provide a minimum of twenty-five (25), 8 foot tables and chairs, at championship headquarters, video room, starting and scoring tents on Holes #1, 10, 9 & 18; leaderboards, cool towel stations by the permanent restrooms and the finishing green for closing awards ceremony.
- G. Trophy Display Area. Provide an adequate area to display the two Champion trophies. Possibly in the display case of the Golf Shop.
- H. Locker Room. Provide use of the locker room.
- I. Volunteers. Recruit and supervise approximately 100 volunteers for live scoring, marshals, transportation and general committees from the LFUCG area community.
- J. Sponsor Identification. LFUCG acknowledges that the PGA reserves the right to procure sponsors for the Junior PGA. LFUCG acknowledges that sponsors may be participating in related Junior PGA hospitality and promotional activities. Sponsors will receive on-site presence and recognition in areas approved by PGA, including, but not limited to, the putting green, practice range and other areas as determined by PGA.
- K. Championship Registration Area. Provide adequate area to be used for registration. This area will be available for registration July 7-8, 2018. It is proposed to use the Champions Room.
- L. Sponsor Registration Area. Provide adequate location and security for sponsors to display, distribute and store products near the same registration area in the Champions Room.
- M. Receiving/Storage. Receive and provide adequate clubhouse storage space for PGA operations and promotional merchandise and materials.
- N. Sponsor and Non-Sponsor Equipment Trailer. Provide access to mutually agreed upon areas for sponsor and non-sponsor equipment trailers.
- O. PGA Video Production Area. Provide an area of approximately one (1) room in close proximity to the championship site. This area will be available throughout week of the Junior PGA. The parties acknowledge that the Gilbert and McBee Rooms will be used for this purpose, unless the parties mutually agree to the use of another space.

P. Signs. Provide all customary on-course signs, inclusive of but not limited to, tee signs, hole/par yardage signs and directional signs. Leaderboard structures and the like shall be PGA's responsibility at its sole expense. Without limiting the foregoing, PGA will pay for the leaderboards and hole/par yardage sign installations.

Q. Tents. At PGA's sole expense, help secure bids for all tents, flooring and electrical/wireless internet to all starting / scoring areas.

R. Front Entrance to Club. Help develop the planning and staging of the front entrances of the club with the state/country flags of those participating and also a PGA history theme for the general walking parking lot. For the avoidance of doubt, PGA shall be responsible for providing all flags, nameplates, signage and light pole banners for the Junior PGA.

S. Promotional Strategy - Exhibit B. Exhibit B shows goals and strategies to promote LFUCG's Kearney Hill Golf Links as the national host site of the 2018 Girls Junior PGA Championship.

4. Practice Day, Greens and Cart Fees, Practice Range and Balls. LFUCG agrees to grant the following privileges to each Junior PGA contestant:

A. Course Privileges. LFUCG will provide contestants exclusive privileges to use the Course for all practice rounds and Junior PGA rounds, as follows:

2018 Girls Junior PGA Championship:

Saturday	July 7	Practice Round
Sunday	July 8	Practice Round
Monday	July 9	Round 1
Tuesday	July 10	Round 2*
Wednesday	July 11	Round 3
Thursday	July 12	Final Round

*In the event of delays in play caused by inclement weather, the cut will still be made on Tuesday evening and final round championship play will be complete on Thursday with no rain date thereafter.

B. Course Closed to Non-Competitors. The Course shall be closed for play during the practice and championship rounds.

C. No Greens Fee Charge. No green fees shall be charged to the contestants during the practice or Championship rounds of the Junior PGA.

D. Range. Operate the practice range for the use of Junior PGA contestants.

E. Other Facilities. For the avoidance of doubt, all facilities not explicitly reserved for the exclusive use of the contestants, including, without limitation, the clubhouse, pool, and tennis courts, may, at the determination of LFUCG, subject to the reasonable approval of PGA, remain open to members and their guests.

5. **PGA Obligations.** The PGA agrees to perform the following obligations in connection with the Junior PGA:

- A. **Sponsor and Approve.** PGA will sponsor and approve the Junior PGA.
- B. **Conduct Junior PGA.** PGA will conduct all Junior PGA Championship administration functions, including an opening rules presentation and rules stations on and around #18 green; closing presentation ceremony at the conclusion of the championship.
- C. **Encourage Contestant Participation.** PGA will encourage eligible contestants to participate in the Junior PGA. The PGA shall furnish credentials to the contestants eligible to participate in the Junior PGA.
- D. **Receive All Entry Fees.** PGA shall receive all entry fees in connection with the Junior PGA.
- E. **LFUCG's Kearney Hill Golf Links Identification.** PGA will identify LFUCG's Kearney Hill Golf Links on collateral materials such as, but not limited to, entry applications, posters, banners, scorecards, groupings and starting time sheets, press releases, leader boards and walking standards. All such LFUCG's Kearney Hill Golf Links identification shall be at the sole discretion of PGA, subject to the reasonable approval of LFUCG's Kearney Hill Golf Links.
- F. **Golf Course Set-up and Definition.** PGA will have the final authority to determine (but not limited to) the golf course set-up to include yardage, hole locations, tee placements and definition of hazards and golf course boundary. Any modifications to the golf course shall be at PGA's sole expense.
- G. **Fees - Exhibit A.** Exhibit A outlines the payment terms regarding payments to LFUCG from PGA.

6. **Television, Internet, Radio, Motion Pictures and Video Recordings.** The rights for television, internet, and radio broadcasting and for production and exhibition in any form of motion pictures, electronic transmissions, and video recordings and all other ancillary rights in the Junior PGA and practice rounds covered by this Agreement, including any such rights of each contestant which have been assigned by the contestant to the PGA, are the property of and are expressly reserved by and to the PGA. PGA agrees that LFUCG internal television production unit and photographers may video record and photograph the Junior PGA or portions thereof for internal uses directed to its employees and/or sales field. LFUCG agrees that it will not commercially use the video recording/photographs or otherwise publicly show or distribute the video recording/photographs.

7. **Course Condition.** LFUCG shall use commercially reasonable effort to carry out the requests of the PGA with respect to the maintenance and conditioning of the Course prior to the Junior PGA and during the period thereof. LFUCG shall provide the services of the personnel, material, equipment, etc., required to carry out this function and shall pay the costs thereof. LFUCG shall be solely responsible for the maintenance of the Course during play.

8. **Concessions.** LFUCG shall make food and beverage available to the competitors, officials, staff and spectators during the Junior PGA and practice days at reasonable, prevailing rates. LFUCG shall retain all proceeds and pay all expenses in connection therewith.

9. **Insurance Requirements.** The parties agree to maintain, at their own expense, the insurance coverages with minimum limits as set forth below. All carriers shall have an "A" rating or better according to the latest edition of A.M. Best Best's Key Rating Guide. LFUCG being a Municipality can self-insure and shall provide Certificates of Insurance.

Type of Insurance	Minimum Limits
A. Comprehensive General Liability including: (i) Contractual Liability (ii) Participants' & Spectator's Liability (iii) Personal Injury	\$1,000,000 per occurrence for bodily injury \$1,000,000 per occurrence for property damage
B. Workers' Compensation Employers'	Statutory-all states of operation; including \$1,000,000 for Employers' Liability
C. Automobile Liability Business Auto Coverage shall apply to "any auto" (all owned, hired and non-owned autos) (i) Bodily Injury (ii) Property Damage	\$1,000,000 Combined \$50,000 Single Limit

Each party hereto shall name the other party as an Additional Insured on such insurance policies noted above and shall be endorsed to provide thirty (30) days' written notice of cancellation, non-renewal or coverage reductions. The Certificates of Insurance in so noting the above, shall be submitted to:

The PGA of America
 100 Avenue of the Champions
 Palm Beach Gardens, Florida 33418

Lexington Fayette Urban County Government
 Attn: Monica Conrad, Director
 200 East Main St.
 Lexington, KY 40507

The Certificates of Insurance shall be issued within thirty (30) days of execution of this Agreement.

10. **Admissions and Programs**

A. **No Admission Fee.** No admission shall be charged to any spectator.

B. **No Official Program.** No official program for the Junior PGA is contemplated at this time. In the event it is decided by the parties to publish a program, the responsibilities and the division of expenses and income relating to the program shall be set forth in a written agreement or amendment to this Agreement.

11. **Membership Policy.** LFUCG warrants that its club has demonstrated open membership policies and practices prohibiting discrimination on the basis of race, creed, color, national origin or gender and its club has and shall continue during the Term to have, minority members (including African Americans and women members) having full membership privileges and rights.

12. **Name and Likeness Rights.** LFUCG will obtain and hereby grants to PGA, without cost to PGA, the right to use and to permit others designated by PGA to use the names and pictures of LFUCG, clubhouse, Course, pictures of LFUCG personnel, event volunteers, and other related subjects at the Junior PGA, solely in connection with the television and radio broadcasts, motion pictures and video recordings of the championship and in advertising, publicizing and promoting the Junior PGA on television, radio and in print media. PGA acknowledges that LFUCG retains all rights of ownership and control with regard to its names, trademarks, trade dress, copyrights, and other intellectual property which may be used by PGA under this license.

13. **License.** PGA hereby grants to LFUCG, without cost to LFUCG, the right and license to use the Junior PGA Event Logo which is a registered trademark owned by PGA ("the Logo") solely in connection with advertisement and promotional materials for the Junior PGA. All such uses by LFUCG shall be subject to the prior written approval of PGA, such approval at PGA's sole discretion. All rights in the Logo, other than those specifically granted herein, are reserved by PGA for its own exclusive use and benefit. LFUCG acknowledges that it is not acquiring any interests or rights in the Logo apart from the rights set forth in this Agreement. LFUCG agrees not to do or suffer to be done any act or thing that will in any way adversely affect any rights of PGA in and to the Logo or any registration thereof, or that directly or indirectly will reduce the value of the Logo or detract from its reputation inclusive of the registration or attempted registration of the Logo anywhere in the world.

14. **Sponsors.** LFUCG acknowledges that the PGA reserves the right to procure sponsors for the Junior PGA. LFUCG acknowledges that sponsors may be participating in related Junior PGA hospitality and promotional activities. Sponsors will receive on-site presence and recognition in areas approved by PGA.

15. **Arbitration.** Any controversy or claim directly or indirectly arising out of or relating to this Agreement, or the alleged breach thereof, or the interpretation thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with the commercial arbitration rules of the American Arbitration Association then in effect. The award or decision rendered by the arbitrator shall be binding and conclusive and judgment may be entered upon such award in any court having jurisdiction thereof. Any controversy relating to the foregoing duty and obligation to arbitrate shall also be arbitrated as aforesaid. The parties agree that the exclusive venue for any arbitration arising out of this relationship shall be Fayette County, Kentucky.

16. **Termination.** If either party fails to perform its duties under this Agreement, the other party may at its option give written notice to the defaulting party, specifying the nature of the alleged default and demanding that the default be cured. Upon receipt of the notice, the party claimed to be in default shall have seven (7) business days within which to cure any default that may exist. If the default is not cured within the time allowed, the non-defaulting party may terminate this Agreement by written notice, in addition to any other remedies available at law or at any time during the Term, in the event Club or an authorized agent/representative of the Club, acting in their capacity as an agent/representative of Club, commits any act (including, but not limited to making a statement in their authorized capacity) which does or, in the minds of a reasonable person, could negatively impact or harm the reputation or business of the Girls Junior PGA Championship, PGA and/or the Association."

17. **Section Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, and all of these counterparts together shall constitute one and the same Agreement.

19. **No Assignment.** This Agreement and any rights herein granted are personal to the parties hereto and shall not be assigned, sublicensed, encumbered or otherwise transferred by either party without the prior written consent of the other party, and any attempt at violative assignment, sublicense, encumbrance or other transfer, whether voluntary or by operation of law, shall be void and of no force and effect.

20. **No Waiver.** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by either party of its rights under this Agreement.

21. **Relationship of Parties.** This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture, or agency between the parties hereto nor by or between any of their employees or agents.

22. **Governing Law.** This Agreement shall be governed and construed and the legal relations shall be determined in accordance with the laws of the State of Kentucky, United States of America.

23. **Binding Effect.** Subject to the provisions of this Agreement governing assignment, the Agreement shall be binding upon and inure to the benefit of the successors of the parties hereto.

24. **Severance.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable the remainder of this Agreement or application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, or provision of this Agreement shall be valid and shall be enforced to the fullest extent provided by law.

25. **Notice.** Notice by either party is deemed given when mailed, postage paid, certified or registered, return receipt requested, addressed to the other party at the address appearing below:

PGA

THE PROFESSIONAL GOLFERS' ASSOCIATION OF AMERICA
100 Avenue of the Champions
Palm Beach Gardens, Florida 33418
Chief Championships Officer

LFUCG

Lexington Fayette Urban County Government
200 East Main St
Lexington, KY 40507
Attention:: Monica Conrad

Either party may, by written notice to the other, change the address to which any such communications shall be sent. After notice of such change has been received, any communications shall be sent directly to such party at such changed address.

26. **Authority.** Each of the parties hereby represents and warrants to the other party that it has the right, power and legal authority to enter into and fully perform the Agreement in accordance with its terms and that this Agreement when executed and delivered by the parties will be a legal, valid and binding obligation enforceable against the parties in accordance with its terms. The parties agree and affirm that no part of this Agreement shall be binding upon LFUCG unless and until approved by resolution of the Lexington-Fayette Urban County Government Council and signed by the Lexington-Fayette Urban County Mayor.

27. **Indemnification.** To the fullest extent permitted by law, each of the parties shall indemnify, defend and hold the other party (and its respective officers, directors, employees, agents, members, affiliates and subsidiaries) harmless from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to all fees and charges of attorneys, court and arbitration costs (whether incurred in preparation for trial or arbitration, at trial or arbitration or on appeal in insolvency proceedings incurred by the indemnitee) as a result of or relating to a negligent act or omission to act by the indemnitor unless the act or omission had been specifically approved by the indemnitee.

28. **Modification.** No modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

29. **No Prior Agreements.** This Agreement shall be deemed to supersede all prior agreements between the parties in respect to the subject matter addressed in this Agreement.

30. **Fixtures.** All structures, fixtures, furnishings and fittings of every kind and nature whatsoever of PGA, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) that have, by reason of incorporation or affixation, become permanently attached to the golf facility shall be deemed "fixtures" and a part of the real property owned by LFUCG.

31. **Entire Agreement.** This Agreement embodies the whole agreement of the parties and there are no promises, terms, conditions, or obligations other than those herein contained.

32. **Bankruptcy or Insolvency.** Either party reserves the right to terminate this Agreement, effective upon ten (10) days' prior written notice to the other party, if such other party shall file in any court pursuant to any statute of either the United States or any state, a petition of bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a substantial portion of such party's property or if such party makes an arrangement for the benefit of creditors, or a petition in bankruptcy is filed against such party.

33. **Excuse of Performance.** The performance of this Agreement by either party is subject to acts of God, war, government regulation or advisory, disasters, fire, accidents or other casualty, strikes or threat of strikes (exception: neither party may terminate this Agreement for instances involving their respective employees or agents), civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of either party making it, illegal, impossible or impracticable to hold the Junior PGA or provide the golf course and related facilities. Either party may terminate or suspend its obligations under this Agreement with no liability or obligation to the other party if such obligations are delayed or prevented by any of the above events to the extent such events are beyond the reasonable control of the party whose reasonable performance is prevented.

34. **Adverse Change in Control.** Enterprises may terminate this Agreement upon ten (10) days' prior written notice if there occurs an "Adverse Change in Control". An "Adverse Change in Control" shall mean a transfer of effective voting control of LFUCG to an entity that is a direct competitor of PGA or its subsidiaries or a person or entity with, in PGA's discretion exercised reasonably and with a reasonable factual basis, an unsavory or otherwise adverse moral or business reputation, or whose business philosophy is inconsistent with the policies of PGA, its subsidiaries or affiliates.

IN AGREEMENT to the foregoing terms and conditions, the parties hereto set their hands below this 19th day of April, 2017.

THE PROFESSIONAL GOLFERS'
ASSOCIATION OF AMERICA

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By 
Kerry Haigh
Chief Championships Officer

By 
Jim Gray
Mayor

Exhibit A

Payments to LFUCG based on 144 Players - LFUCG acknowledges that at no time shall any fees to the PGA exceed the amounts listed below without the pre-approval of PGA.

Course Fee of **Thirty-Two Dollars and Fifty Cents (\$32.50)** per player, per day which will include greens fees and range balls for the **two (2) practice rounds and four (4) tournament rounds.**
(716 X \$32.50) \$23,270

*Player Breakfast (144 x \$10 x 3 days) \$4,320

*Player Breakfast (70 x \$10 x 2 days / after the cut) \$1,400

*Rules Officials/Staff Breakfasts (20 x \$10 x 5 days) \$1,000

*Rules Officials/Staff Lunches (20 x \$15 x 6 days) \$1,800

*Player Lunch (144 x \$15 x 4 days) \$8,640

*Player Lunch (70 x \$15 x 2 days / after the cut) \$2,100

*Player snacks (144 x \$15) \$2,160

TOTAL	\$44,690
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*(Player/Rules/Staff Breakfasts and Player/Rules/Staff Lunches shall be invoiced to the PGA based on the actual number of players who eat but at no time shall the invoiced amount exceed the ESTIMATED TOTALS outlined herein.)

EXHIBIT B

Goals:

- Generate brand awareness and prestige for LFUCG and Kearney Hill Golf Links and The PGA of America as host facility and sponsors of the best event to play in and attend in junior golf.
- Promote the participation of young adults in golf, a sport that fosters sportsmanship and integrity.
- Partner on marketing/communications initiatives involving The PGA of America and LFCUG's Kearney Hill Golf Links, maximizing the effectiveness of our combined efforts with cost efficiency.

Strategies:

1. Create and implement www.JuniorPGAChampionship.com and www.pga.com/juniors web content that promotes participation to players, attendance by spectators, and coverage by the news media, and enhances the prestige of the championship event. Coordinate with LFUCG website. Measured based on number of visitors to the specific event pages, number of applications downloaded.
2. Generate championship publicity in international, national and regional golf and sports publications. Target media to include Golf Week, Golf World, Golf Digest, Golf Magazine, Golf Illustrated, Golf Tips, Golf for Women, The Golfer, Travel & Leisure Golf and Links Magazine, plus ESPN Magazine, Sporting News, Sports Weekly, SI for Kids, USA Today-Sports, etc. Measured based on number of articles, number of mentions and total impressions.
3. Maximize championship, facility and sponsorship awareness through television coverage including The Golf Channel, networks, and local stations. Measured based on frequency and total impressions.
4. Secure advance and event week championship coverage in the local to national media outlets, the major newspapers serving Kentucky markets and other national news media. Measured on number of articles, mentions and total impressions.
5. Generate local media coverage before and during section championships that grow participation and enhance the prestige of these section events and the Junior PGA Championship. Measured on number of articles, mentions and total impressions as well as increased number of players participating in sections championships.
6. Recommend and implement at least one new marketing idea to increase spectator attendance at the Junior PGA Championship. Include flyers and invitations to all YMCA's, Boy Scout Troops, Girl Scout Troops, Chamber of Commerce, Sports Commissions, other civic groups and other country club/golf courses in the area to build awareness in the metro area. Measured on attendance counts.
7. Collaborate on all communications materials and services to eliminate overlapping redundant efforts if possible (i.e. photography and video footage).
8. Develop event sponsorship themes or tag lines (i.e. "The PGA's Premier Junior Championship") "Yes, it's a Major" and incorporate it into the messaging of the event.
9. Focus on the markets which the membership is driven locally and nationally with the sponsor with coop advertising and media relations.

10. Leverage the PGA's new initiative to recruit junior golfers into the profession through Career Awareness Initiatives, PGM universities and its alliance with the collegiate men's and women's Coaches associations to bring more activities and attention to the championship event.

11. Collaborate on an event sponsorship report utilizing a third party to measure impressions and value.

Tactics:

Over the coming year the PGA and LFUCG will meet to develop specific tactics (i.e. producing and distributing national video news releases to increase coverage on national and regional TV networks). All tactics are subject to the parameters of the event-marketing budget. New tactics are subject to the availability of additional or re-allocated funds to market the championship.