

DATE OF EVENT AGREEMENT

(Date of Event Agreement must be completed in full and signed)

COURSE NAME Kearney Hill Golf Links EVENT DATE 3/11/18
 ADDRESS 3403 Kearney Rd. CITY Lexington STATE KY ZIP 40511
 SITE CONTACT Justin Mullannix U.S. KIDS GOLF ACCT # _____
 TELEPHONE(859) 253-1981 EMAIL j.mullannix@lexingtonky.gov
 WEBSITE www.lexingtonky.gov ADDENDUM TO CONTRACT? (See attached) ☐ YES ☐ NO
 HEAD GOLF PRO Justin Mullannix ASST GOLF PRO Erin Beck GENERAL MGR Curtis Mitchell
 BUSINESS TYPE ☒ PUBLIC ☐ PRIVATE ☐ SEMI-PRIVATE ☐ RESORT ☐ MILITARY
 PARENT COMPANY LFUCG (Lexington Fayette Urban County Government)

PLEASE RETURN DATE OF EVENT AGREEMENT TO:

LOCAL TOUR DIRECTOR _____
 LOCAL TOUR CITY _____ LOCAL TOUR SEASON _____
 TELEPHONE(_____) FAX(_____) EMAIL _____

HAS THE SITE HOSTED A LOCAL TOUR EVENT IN THE PAST? ☐ YES ☒ NO IF YES, WHEN _____
 DOES THE SITE UTILIZE THE FAMILY COURSE SET UP? ☐ YES ☒ NO
 DOES ANYONE AT THE SITE HAVE KNOWLEDGE OF FAMILY COURSE PROGRAM? ☐ YES ☒ NO IF YES, WHO? _____

DATE OF EVENT TERMS

- a) The terms of this agreement are annually renewable unless one of the parties terminates the agreement for its best interest. That party must give 30 days of notice upon decision of termination.
- b) Through hosting a Local Tour Event your site is able to receive a U.S. Kids Golf fitting chart and product brochures free of charge. The host site will also have the opportunity to order U.S. Kids Golf product with special 3% 30 Net 31 terms, pending a completed credit application.
☐ YES, we are interested in receiving a free fitting chart and product brochures.
- c) The host site will need to provide a designated tee time block reserved starting at 1:00pm (time) in ten-minute intervals for participants to be paired in threesomes using the first tee and tenth tee simultaneously. The Tournament Director will keep the Site updated on block size needed.
- d) Event green fees for all completed tournament rounds will be paid to the Site by U.S. Kids Golf Foundation at the conclusion of the event by credit card. The negotiated rate will be **\$8.00** for 9-hole participants and **\$12.00** for 18-hole participants. These rates include sales tax.
- e) All other fees, including but not limited to spectator or caddie carts, practice rounds, range balls, parking, and meals will not be paid by U.S. Kids Golf Foundation and will be the responsibility of the participants and their families.
- f) Golf carts will be permitted for use per the U.S. Kids Golf Foundation guidelines at a rate of (\$) 16.00 for 9-holes and (\$) 32.00 for 18-holes. Carts should be rented on a first-come, first-served basis. Fees are collected by Site.
- g) Range balls will be available at a rate of (\$) 3.50
- h) Practice rounds will be permitted at a rate of (\$) 13.00 for 9-holes and (\$) 13.00 for 18-holes.
☐ Practice Rounds are not permitted
- i) Are players permitted to bring their own pull cart? ☒ YES ☐ NO
- j) Are pull carts available for rental? ☒ YES ☐ NO

ACCEPTED & AGREED: SITE

BY _____ DATE _____
 (Signature)

ACCEPTED & AGREED: U.S. KIDS GOLF FOUNDATION

BY AF/ML DATE 12/6/17
 (Local Tour Director Signature)

NOTES

☐ PAID

This agreement is made effective between U.S. Kids Golf Foundation, a 501(c)(3) nonprofit organization and

Kearney Hills Golf Links

(hereinafter referred to as "Site").

(Course Name)

PURPOSE FOR THE AGREEMENT: U.S. Kids Golf Foundation desires to conduct well organized and well-run kids golf tournaments at the host facility and, therefore, desires an appropriate understanding between the Site and U.S. Kids Golf Foundation.

FAMILY COURSE PARTNERSHIP PROGRAM, A NATIONAL INITIATIVE OF THE PGA OF AMERICA AND U.S. KIDS GOLF FOUNDATION:

U.S. Kids Golf Foundation conducts tournaments using shortened tee locations of approximately 1500 yards and 2000 yards for each nine holes of play, which are the recognized standard of the FAMILY COURSE program. As such, should the Site desire to be permanently set up for family play and be listed by the PGA of America's "Play Golf America" and U.S. Kids Golf's website, the U.S. Kids Golf Foundation will gladly provide information on the needed steps. The Site is encouraged to contact Chris Carne at ccarne@uskidsgolf.com and mention FAMILY COURSE program upon the execution of this agreement.

U.S. KIDS GOLF DISPLAY AND PRODUCT: Through hosting U.S. Kids Golf Local Tour events, your Site is able to receive complimentary Point of Purchase (POP) merchandising materials to enable you to properly fit young golfers and inform them about USKG products. The Site will also have the opportunity to order U.S. Kids Golf product with special 3% 30 Net 31 terms, pending a completed credit application. In an effort to support arriving tournament players, it is recommended the Site stock an order of gloves and balls. For more information, the Site is encouraged to contact Chris Carne at ccarne@uskidsgolf.com upon execution of this agreement.

EVENT RATES/FEES

- a) For all completed tournament rounds, green fees will be paid to the Site by U.S. Kids Golf Foundation in the days leading up to or at the conclusion of the event by credit card. The negotiated rate will be **\$8.00** for 9-hole participants and **\$12.00** for 18-hole participants. These rates include sales tax.
- b) All other fees, including but not limited to spectator or caddie carts, practice rounds, range balls, parking, and meals will not be paid by U.S. Kids Golf Foundation and will be the responsibility of the participants and their families.
- c) Golf carts will be permitted for use per the U.S. Kids Golf Foundation guidelines at rates for 9-holes and 18-holes proposed by the Site. Carts should be rented on a first-come, first-served basis. Fees are collected by Site.
- d) Range balls will be available at a rate proposed by the Site. Fees are collected by site.
- e) Availability of practice rounds will be offered at the discretion of the Site. If practice rounds are permitted, the site will propose a rate for 9-holes and for 18-holes. Fees are collected by Site.
- f) Pull carts are permitted at the discretion of the Site.
- g) Pull carts can be rented based upon the availability and policy of the Site at a rate proposed by the Site. Fees are collected by Site.

U.S. KIDS GOLF FOUNDATION PROVIDES

- a) Final event field and tee times set and posted online prior to the event.
- b) Event yardage and golf course setup.
- c) Tournament Director manages all event operations and related customer service.
- d) Scorecards and all printed tournament materials.
- e) Scoreboard created and maintained by the tournament staff.
- f) All scores posted on the website by U.S. Kids Golf Foundation staff.
- g) Payment of greens fees, based on the number of registered participants, anywhere from three days prior to the event to the conclusion of the event.
- h) Handling of all customer service calls prior to the event. (Please direct any questions to the Local Tour Director.)
- i) U.S. Kids Golf Foundation and Local Tour Director provide materials to promote and market the event.

U.S. KIDS GOLF FOUNDATION REQUIREMENTS OF SITE

- a) Designated tee time block reserved, starting at a proposed time by the Site. The Local Tour players will be paired in threesomes in ten-minute intervals. The Tournament Director will keep the Site updated on block size needed. The start will be split on the first tee and tenth tee. This will require a maximum of two hours of exclusive access to the golf course for U.S. Kids Golf Local Tour Players. The Site can resume regular play once the third tee has been cleared by the last 9-hole Local Tour group.
- b) Practice facilities will be open thirty minutes prior to first tee time.
- c) Site will permit walking caddies and spectators at no charge for all players in all age groups.
- d) Staff, tournament officials, and volunteer carts for U.S. Kids Golf Foundation event operations should be provided at no charge.

- e) Tables, preferably skirted, and chairs will be provided for registration and scoring area.
- f) U.S. Kids Golf Foundation will be permitted to display all necessary signage throughout the event. These include, but are not limited to, tents, banners, and other approved signage.
- g) The facility will maintain suitable course conditions for the event and will notify U.S. Kids Golf Foundation at least one month in advance of the event of any changes that might impact playability. These include aeration schedule, course construction projects, and condition of bunkers; greens; and general overall maintenance of the course.
- h) Water will be provided in coolers, water fountains, or halfway houses for participants and caddies (Minimum 2 stations per 9-holes).
- i) Scoreboard area will be provided for posting scores.
- j) Food and beverage operation will be available during event for players, caddies, and spectators.

GENERAL TERMS & CONDITIONS

- a) Players permitted are ages 5 to 14.
- b) In the event the scheduled tournament is cancelled or postponed due to inclement weather or other circumstance beyond the control of U.S. Kids Golf Foundation, the course will not receive payment for any greens fees for rounds not played. Every effort will be made to complete or reschedule the event. Tournament rounds are considered official upon completion of 5 holes for 9-hole players and 9 holes for 18-hole players.
- c) Confidentiality: This agreement is confidential and legally privileged information between the Site and U.S. Kids Golf Foundation. Disclosure of the information contained herein to any other parties is unauthorized and strictly prohibited except to the extent required by law.
- d) U.S. Kids Golf Foundation acknowledges that the relationship between U.S. Kids Golf Foundation and Site is vendor and vendee and that the Site is, and shall at all times remain, an independent contractor. Site shall have no authority to enter into any contracts or commitments in the name or on behalf of U.S. Kids Golf Foundation, or to bind U.S. Kids Golf Foundation in any way.
- e) U.S. Kids Golf Foundation shall have the right, in its sole and absolute discretion, to discontinue any event that does not meet the minimum participation requirement of 40 players per event.

INDEMNIFICATION

U.S. Kids Golf Foundation agrees to defend, indemnify, and hold harmless Site from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by U.S. Kids Golf Foundation pursuant to the performance of its obligations under this agreement. U.S. Kids Golf Foundation agrees to defend, indemnify, and hold harmless Site from any liability resulting from any claim, action, or cause of action, which may be asserted by third parties arising out of U.S. Kids Golf Foundation's performance pursuant to this agreement, except for those actions or liabilities which are due to the misconduct or negligence of the Site.

~~Site agrees to defend, indemnify, and hold harmless U.S. Kids Golf Foundation from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by the Site or any contractors hired or engaged by the Site in connection with the performance of Site's obligations under this agreement. Site also agrees to defend, indemnify, and hold harmless U.S. Kids Golf Foundation from any liability resulting from any claim, action, or cause of action, which may be asserted by third parties arising out of the performance of Site's obligations pursuant to this agreement, except those actions which are due to the misconduct or negligence of U.S. Kids Golf Foundation.~~

FORCE MAJEURE

The performance of this agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for this event. This agreement may be terminated for any or more of such reason by written notice from one party to the other without liability.

MISCELLANEOUS

This agreement and attachments embody the entire agreement and understanding of the parties relating to the subject matter hereof, is non-assignable, may not be amended except in writing signed by both parties, and supersedes any prior representations, agreements, and understandings, oral or written, if any, relating to such matter.

ACCEPTANCE

Both parties agree that the foregoing arrangements are acceptable. For U.S. Kids Golf Foundation to consider these arrangements confirmed and accepted, the Date of Event Agreement and/or the Addendum must be signed and completed by Site and returned as provided herein. The Host Facility Master Agreement must be signed and kept on file.

~~The Host Facility Master Agreement will last in perpetuity or until either U.S. Kids Golf Foundation or the Site terminates the agreement in writing signed by both parties.~~ The termination will need to be announced to the opposing party 30 days in advance.

A signed copy of the Date of Event Master Agreement (cover sheet) as well as the addendum (if there are any discrepancies) is due to U.S. Kids Golf Local Tour Director upon receipt of this contract. Your signature on this agreement by the aforementioned due date confirms the arrangements and acknowledges your understanding of U.S. Kids Golf Foundation Requirements. This agreement is not assignable and is subject to the terms and conditions contained in the agreement.

ACCEPTED & AGREED: SITE

BY _____ DATE _____

ACCEPTED & AGREED: U.S. KIDS GOLF FOUNDATION

BY  DATE 12/6/17



COURSE NAME _____ **EVENT DATE** _____

The provisions set forth in this addendum shall override the previous terms and condition of the affected section(s) in the original Date of Event Agreement and Host Facility Master Agreement if mutually agreed upon and signed by both parties. All terms and conditions of the original agreement are agreed to and accepted by the undersigned with the exception of the following:

SECTION NAME _____ **ITEM** _____ (i.e. a, b, c)

The following mutually agreed upon conditions now apply:

SECTION NAME _____ **ITEM** _____

The following mutually agreed upon conditions now apply:

SECTION NAME _____ **ITEM** _____

The following mutually agreed upon conditions now apply:

ACCEPTED & AGREED: SITE

BY _____ **DATE** _____

ACCEPTED & AGREED: U.S. KIDS GOLF FOUNDATION

BY _____ **DATE** 12/6/17