

Host Facility Agreement

PREAMBLE

The following shall set forth the agreement ("Agreement") effective between the American Junior Golf Association (hereafter referred to as AJGA) and Windsor Golf Club (hereafter referred to as Host Facility) for the purpose of hosting the AJGA Preview at Windsor (hereafter referred to as the Event). The official dates for the Event are **March 15 - 17, 2019**.

1. Tournament Field

The Event will play host to 78 (approximately 75% of the field boys and 25% of the field girls) of the nation's top junior golfers.

2. Tournament Format & Schedule of Events

The Event at the Host Facility will consist of a 36-hole stroke play championship and practice round, played over three consecutive days (Friday – Sunday).

Friday, March 15 (Sunrise: 7:20 a.m. / Sunset: 7:19 p.m.)

11 a.m. - 1 p.m.	Registration & Players/Parents Meetings <i>Host Facility</i>
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1:30 p.m. shotgun Practice Round
Host Facility

Saturday, March 16 (Sunrise: 7:21 a.m. / Sunset: 7:19 p.m.)

8 – 10 a.m. **First Round – Nos. 1 & 10 Tees**
Course is available to member/guest play at 1 p.m.
Host Facility

12 ~ 2 p.m. Tournament Lunch/Social Activity
Host Facility

Sunday, March 17 (Sunrise: 7:21 a.m. / Sunset: 7:20 p.m.)

8-10 a.m. Final Round - Nos. 1 & 10
Course is available to member/guest play at 1 p.m.
Host Facility

2 p.m. Awards Presentation
Tournament Scoreboard

Initials for Section 1-2

3. **AJGA Responsibilities**

A. The AJGA will plan, arrange, operate, and coordinate all activities relating to the Event.

B. These activities will include but are not limited to: working with the local committees, providing officials and staff for tournament operations, scheduling, marshaling, officiating, transportation (airport, Host Facility, and host hotel), liability insurance, housing, publicity, hospitality, field selection, entries, and all other activities relating directly or indirectly to the operation of the Event.

C. The AJGA shall be responsible for the safety of all individuals associated with the Event relative to lightning danger and it shall be the duty of the AJGA to monitor weather conditions during the Event to determine if play should be suspended due to the danger of lightning at, around or near the Host Facility.

D. The AJGA shall provide a Certificate of Insurance to the Host Facility providing liability coverage of no less than \$3,000,000 and showing the Host Facility as an "additional insured" for the Event.

4. **Host Facility Responsibilities**

A. The AJGA participants will be the first groups off in the morning. No other groups shall tee off prior to AJGA players on any day of the Event. The Host Facility will open to members or public play no earlier than 45 minutes following the time that the last AJGA group begins to play. **For shotgun starts**, The Host Facility will have all 18 holes available for AJGA play at the designated starting time and not allow any other groups to play when AJGA players are on the course.

B. In the event of inclement weather, the Event will take precedence over any other play during the competition days (Friday - Sunday). The Host Facility shall provide an alternate time within the days allotted for completion of the Event. The Host Facility and AJGA will exhaust every effort to complete the championship in its entirety, in this case 36 holes. The Event will not extend to Monday. If the competition is cancelled and no other outside of play would be possible, the AJGA is absolved from paying the Host Facility fee for the day. If there is one total flat rate for the days contracted under section 5A of this agreement, the AJGA is absolved from paying the daily rate times the number of each cancelled day. The daily rate will be computed by dividing the total rate by the number of days covered by the fee as defined in section 5A of this agreement.

C. The Host Facility will provide a complimentary tournament headquarters with one separate complimentary phone lines and complimentary high-speed internet access either through WI-FI or Ethernet connection. The internet connection must be at least 1 mb upload / 1.5 mb download speed (ideally up to 10 MB upload / 20 MB download availability) and support up to 10 stable, concurrent connections. If the wireless network is secured, a password will be provided to the AJGA Tournament Director. The password will be kept secure among AJGA staff and volunteers (when required). The following ports should not be blocked by a firewall (UDP: 1433, 1423, 500, 50, 47, 1723). The said room must be located at the Host Facility and available no later than Thursday before the event. The said room must also be securable. The AJGA must have access each morning starting at least 1 hour and 30 minutes prior to the first tee time of the day and ending at 10:00 p.m. The Host Facility will allow access to the copier machine starting Thursday through the conclusion of the event. The AJGA agrees to provide its own paper supply and work diligently on finding a donated copier for the week.

D. The Host Facility agrees that the AJGA shall have use of the Clubhouse (including locker rooms), Practice Area, Golf Course and (other designated areas) during the Event week and may deny or restrict access to the Clubhouse, Practice Area, Golf Course and (other designated areas) to any person other than those authorized by AJGA, who shall include AJGA personnel/officials, necessary emergency services personnel, participants, contestants, selected invitees of AJGA and persons with proper credentials (which shall include certain Club Personnel as requested by the Host Facility).

E. The Host Facility will provide golf carts to all tournament operations staff and volunteers each day during the Event. The golf carts shall be provided on a complimentary basis. The Host Facility will also allow AJGA participants to use push carts for the tournament and practice round.

F. The AJGA has indicated that in addition to officials, there will also be spectators on the course. The Host Facility is not expected or required to make special arrangements for the spectators and none will be permitted to use golf carts on the course at any time during the Event with exception of persons protected by Americans with Disabilities Act. Arrangements for AJGA carts must be made through the AJGA appointed Tournament Director and the Host Facility will have the option to charge a nominal fee if necessary. All spectators will be on the course at their own risk. The AJGA and Host Facility cannot assure the safety of the spectators during the Event.

G. The Host Facility will provide practice balls for participants prior to each practice and tournament round, and at least one complimentary bag/bucket following the each round throughout the Event. The Host Facility will provide grass range space for tournament participants. Prior to and following practice and tournament rounds, juniors may utilize all Host Facility practice facilities on a complimentary basis.

H. The Host Facility shall use its best efforts to ensure the competition course is in the best condition possible and does not contemplate any major renovations to the course prior to the Event. The Host Facility will notify the AJGA within 10 days of occurrence of any major course damage and agrees not to aerify the greens four weeks prior to the event. The Host Facility will ensure that any on course maintenance does not interfere with competitive play. No maintenance shall take place in the vicinity of competitive play without approval of the AJGA Tournament Director. If the golf course is unplayable or severely affects the competition, the AJGA reserves the right to cancel the contract and forego any contract tournament fees.


I. The Host Facility shall not mark, or allow to be marked, any portion of the golf course starting 14 days prior to the first round of AJGA competition. (Marking includes, but is not limited to, painting of lines to indicate water hazards or lateral water hazards, painting of lines to indicate ground under repair, or use of stakes or paint to indicate out of bounds.) The AJGA will have sole discretion to mark the course during this time period, until the close of competition.

J. The Host Facility appointed representative shall have sole and absolute discretion to declare the course unplayable or unsafe, due to weather conditions or otherwise, except for lightning at or near the Host Facility which shall be the responsibility of the AJGA.

K. The Host Facility will allow the AJGA to update and change their scheduled tee times during the week when making weather related decisions due to forecasted inclement weather or heat indexes expected to reach 100 degrees. The AJGA in consultation with the Host Facility, will be allowed to adjust tee times or modify the competition to a shotgun or two tee start to provide a safe environment for participants, spectators and volunteers.

L. The AJGA will be permitted to provide donated beverage and product (water / sports drink / protein bars/ fruit) to the participants and their guests complimentary "within the ropes" during the Care for the Course, Tournament Cookout, Qualifier, Junior-Am, practice and competitive rounds. No donated product will be set up near retail outlets.

M. The Host Facility shall provide a Certificate of Insurance to the AJGA providing liability coverage and showing the AJGA as an "additional insured" for the Event.

 Initials for Section 4A-N


5. **Financial Responsibilities**

A. The AJGA will pay the Host Facility **\$5,000 (inclusive)** for all course and range fees associated with the Event (Official Practice Round and each Tournament Round). The above fee covers the entire three days and is not a per day fee. If afforded by the Host Facility, any other practice rounds shall be at the participant's individual expense. The "inclusive" fee includes all green, practice facility, cart and range fees, gratuity and taxes (including, but not limited to, sales tax) associated with each event.

B. The AJGA agrees to host the Junior-Am Lunch, Dinner and Tournament Cookout during the Event at the Host Facility. The AJGA may decide to distribute vouchers to Tournament Participants in lieu of the Tournament Cookout. The AJGA shall be billed for this function. The Host Facility will coordinate the proposed menu with the AJGA Tournament Director. The guaranteed counts shall be provided by the AJGA Tournament Director no later than 24 hours before each event.

C. The Host Facility will set up a master account for all tournament operating expenses, including course fees listed above in "A". All other charges shall be on an individual basis at the expense of participants and guests.

D. All other costs associated with the daily operations of the Host Facility shall be borne by the Host Facility.

 Initials for Section 5A-D

6. **Indemnification** The AJGA shall defend, indemnify, and hold harmless the Host Facility and its officers, directors, agents and employees from and against any and all claims, suits, damages, losses, liabilities, obligations, fines, penalties, costs and expenses (whether based on tort, breach of contract, product liability, patent or copyright infringement or any other use of action or claim), including legal fees and expenses, of whatever kind or nature, arising out of or based on the AJGA's operation of the Event or arising from any breach by AJGA of its obligations under this Agreement unless otherwise provided for in this Agreement. The Host Facility shall defend, indemnify, and hold harmless the AJGA and its officers, directors, agents and employees from and against any and all claims, suits, damages, losses, liabilities, obligations, fines, penalties, costs and expenses (whether based on tort, breach of contract, product liability, patent or copyright infringement or any other course of action or claim), including legal fees and expenses, of whatever kind or nature, arising out of or based on the Host Facility's operation of the Host Facility or arising from any breach by Host Facility of its obligations under this Agreement unless otherwise provided for in this Agreement.

7. **Compliance with Laws & Regulations** AJGA and Host Facility represents and warrants that it will comply with all applicable state and federal laws and regulations relating to operation of the Event.

8. **Waivers** No release or waiver of any provision of this Agreement shall be enforceable against or binding upon a party unless in writing and executed by the releasing or waiving party. The failure to insist upon specific performance of any of the agreements, terms, covenants or conditions of this agreement shall not be deemed a waiver of any rights or remedies that either party may have or a waiver of any subsequent courses of actions or claims based upon breach or default of any of such agreements, terms, covenants, and Conditions.

9. **Relationship of Parties** The parties of this Agreement are independent contractors, and nothing in this Agreement shall be deemed or construed to create a partnership, joint venture, employment or agency relationship between parties.

10. **Amendments** No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by both parties.

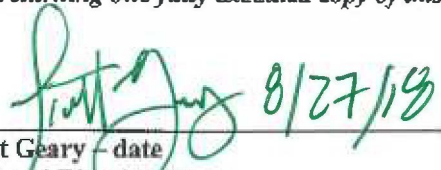
11. **Impossibility** The performance of this Agreement is subject to any circumstances making it illegal or impossible to use the Host Facility, including acts of God, war, inclement weather, government regulations, strikes, disaster or curtailment of transportation facilities. The Agreement may be terminated only for any one of the above reasons by written notice from either Host Facility or American Junior Golf Association to the other within seven days of learning the basis for termination.
12. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to conflict of laws principles.
13. **Contact addresses** Any and all notices or communication relative to this Agreement shall be in writing and provided to the respective party as follows:

Host Facility: Windsor Golf Club
1340 19th Hole Drive
Windsor, CA 95492

Ship Attn: Neal Hellman - Tournament Director

AJGA: American Junior Golf Association
1980 Sports Club Dr.
Braselton, GA 30517

Please indicate your acceptance of the foregoing terms and conditions by signing and dating the space below and returning one fully executed copy of this Agreement to the AJGA.



Scott Geary - date
Regional Director, West
AJGA



Neal Hellman - date
Tournament Director
Windsor Golf Club