

# **EXHIBIT M**

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**GOLF MANAGEMENT LICENSE  
AND SERVICES AGREEMENT**

**FOR WILDCREEK GOLF COURSE**

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## **EXHIBITS**

Exhibit A	Insurance Requirements
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## **GOLF MANAGEMENT LICENSE AND SERVICES AGREEMENT FOR WILDCREEK GOLF COURSE**

This AGREEMENT (the "Agreement") is entered into as of the last date of a signatory hereto by and between the Reno Sparks Convention and Visitors Authority, a political subdivision of the State of Nevada, (the "Authority") and Golf at Wildcreek, LLC (the "Contractor"), a Nevada limited liability company, and an affiliated company of Duncan Golf Management, Inc.

### **W I T N E S S E T H**

#### **1. RECITALS**

The Authority requires certain golf management services be performed, and the Contractor represents that it is qualified, equipped, staffed, ready, willing and able to perform and render such services for the Authority as stated in this Agreement.

#### **2. SCOPE OF SERVICES**

The Authority owns and operates Wildcreek Golf Course (the "Golf Course"), which is located at 3500 Sullivan Lane, Sparks, Nevada, and includes 212 acres, with a 27-hole golf course, which is composed of an 18-hole par 72, 7,047 yard course, and a 9-hole par 27, 1,420 yard course. Wildcreek Golf Course includes a clubhouse, bar & grill, pro shop, driving range, maintenance facilities, and other associated facilities.

During the term of this Agreement, Contractor shall have the exclusive right and license at Wildcreek Golf Course (the "Golf Course") to operate and manage all parts of Golf Course, including without limitation, to operate and manage Golf Course as Contractor deems appropriate by implementing all policies and procedures and to perform any act deemed necessary or desirable for the operation and management of Golf Course; to maintain all the golf course property, operate, manage and supervise daily play, golf shop, food and beverage services, driving range and putting practice greens, maintenance facilities, club house and infrastructures on the property; and to provide lessons, choose and maintain all play and maintenance equipment, advertise and promote public play and the sale of merchandise and services.

#### **3. TERM/BUSINESS LICENSE**

This Agreement shall be for a period of five years and two months, commencing May 1, 2018 and ending June 30, 2023. Consideration for renewal shall include, but not be limited to, the Contractor satisfactorily performing all professional golf management services herein described, receiving rating of satisfactory-or-above on all evaluations and achieving the performance benchmarks as stated herein. Contractor shall be required to obtain a valid business license prior to commencing performance on this Agreement.

#### **4. REPORTING AND SCHEDULES**

4.1 Accurate and complete records will be required of all monies received and disbursed in the operation of the Golf Course. Accounting records, books, or ledgers appropriate for the Golf Course operating must be maintained on an ongoing and orderly basis. The format for the accounting of all revenues and expenses for the Golf Course shall be subject to review and approval by the Authority. All accounting records must be made available to the Authority for inspection and audit upon request. In addition, Contractor shall be required to prepare an itemized monthly report as specified in Subsection 12.3 of this Agreement disclosing all revenues and expenses for the preceding month and shall submit such report to the Authority within ten (10) business days of the preceding month. Contractor shall be required to submit in its monthly report statistics summarizing the activities of the Golf Course, including traffic flow, income generation, Obligations honored (see Subsection 15.2), and maintenance along with other information deemed necessary by the Authority.

4.2 Within one month following the end of the calendar year, the Contractor will be required to submit a detailed annual report summarizing the activities for the previous calendar year, including discussion of possible improvements, upgrades, fees (see Subsection 6.4), sales and marketing plan (see Subsection 9.1) and suggested capital projects to enhance the Golf Course, along with other information deemed necessary by the Authority.

4.3 Contractor shall prepare and submit to Authority liability/property loss reports on circumstances which may arise.

## **5. STATUS OF CONTRACTOR/DEVELOPMENT**

5.1 Contractor shall have the status of an "Independent Contractor" as defined by NRS 284.173, and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of the Authority.

5.2 As of the Effective Date, it is currently contemplated that the Authority will, at some point in the future, convey ownership of the real property constituting the Golf Course (the "Real Property") to Washoe County, with the intent that Washoe County would then convey an undefined portion of such real property to the Washoe County School District ("WCSD") for the construction of a school. Contractor acknowledges and agrees that the foregoing transfer and development of the Real Property will impact the Golf Course and will reduce the number of golf holes available for play depending on which portion of the Real Property is transferred to the WCSD. Contractor acknowledges that the Golf Course may be subject to extended closure during construction and development of the school, and may be subject to significant reconfiguration. Contractor agrees that extended closure of the Golf Course during development as well as the development of the Real Property itself shall not be deemed a default by Authority hereunder, nor shall Contractor oppose such development or seek any damages from Authority based thereon, including, but not limited to, damages based on any extended closure, development of the Real Property, loss of golf holes or reconfiguration of the Golf Course.

5.3 As a nonbinding expression of intent, Authority's and Contractor's current understanding of the matters stated in Subsection 5.2 above will have the following consequences:

- De-commissioning of the existing 18-hole course and driving range, and assistance in planning related to a potential new driving range location and possible reconfiguration of additional holes as necessary for a sustainable practice course;
- The clubhouse, and associated buildings, will likely remain;
- The 9-hole par 27 course will likely remain in its current configuration;
- There may be impacts to operations, irrigation and other facilities as the construction of the new school occurs;
- Washoe County will be assigned this Agreement and assume its obligations; and
- Washoe County will use proceeds from the sale of the school parcel for public purposes on the remaining parcel.

If any of these consequences vary or do not occur in the future neither Authority nor Contractor will be deemed to be in breach of this Agreement.

## **6. DUTIES AND SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor, its designated PGA certified Professional Golf Instructor ("Professional"), employees and staff shall perform all duties in accordance with the best interest of the Authority, subject to the direction and authority of the Authority or designee.

6.1 Contractor shall operate, manage, and maintain the course in a safe and efficient manner in accordance with established policies. Such operation and management shall include, without limitation, the collection of fees, regulation of play, conduct of persons on course, enforcement of the rules and regulations of course, and soliciting and coordinating tournaments. Contractor shall operate, manage, and maintain a satisfactory golf shop in a professional, up-to-date manner to include, but not be limited to, sales and rental of golf equipment, clothing, and accessories. Contractor shall stock and maintain an inventory of golf-related merchandise, supplies and equipment in keeping with demand. Contractor shall maintain golf course property including clubhouse, maintenance shop, and all infrastructures of the property, at minimum, to the levels of maintenance stated in Exhibit "B", ("Golf Course Operation, Maintenance and Performance Standards").

6.2 Contractor has sole right to operate and manage all food and beverage concessions, or to enter into separate management agreements for their operation.

6.2.1 Contractor shall be responsible for providing and meeting all necessary permits, fees, rules, and regulations for the sale of food or beverages and must maintain an "A" rating as designated by the local health authority.

6.2.2 Contractor, with prior approval of the Authority, may keep upon the premises machines used for vending of goods, wares or merchandise.

6.3 Contractor shall determine all personnel requirements, recruitment schedules and compensation levels and shall employ, train, promote, discharge and supervise all personnel performing services in and about the Golf Course

6.4 Contractor shall have the right and responsibility, subject to limitations set for below, to establish all fees, including, but not limited to, green fees, cart fees, driving range fees, annual passes, play tickets, tournament fees, merchandise, lessons and all other charges associated with operation of Golf Course.

The Golf Course is a public facility. Contractor must annually, in its annual report described in Subsection 4.2 of this Agreement, inform the Authority of the intended fee structure for the up-coming year. Contractor shall also inform Authority of any changes in fees during the year.

6.5 All changes in exterior view signage must be approved by the Authority. All interior signs shall be computer or print generated (absolutely no hand written signs) and shall be neatly and prominently displayed, unless approved by Authority.

6.6 Contractor shall establish accounting, cash collection and payroll procedures in compliance with generally accepted accounting principles as stated in Section 12 ("Collection of Receipts and Accounting") of this Agreement.

6.7 Contractor shall provide lessons and instructions in golf by a Professional.

6.8 Contractor shall operate, manage, and supervise the use of the driving range and all putting practice greens and control and regulate their use in such a manner as to prevent hazards or dangers to any person.

6.8.1 Contractor shall furnish, without cost to Authority, all equipment (not provided by Authority for Contractor's use) necessary for the suitable operation of the driving range, including practice golf balls and mats for use by persons who are entitled to use the driving range.

6.8.2 Contractor shall provide and maintain daily equipment (not provided by Authority for Contractor's use), including token machines and yardage markers, for the driving range. Any deficiencies will be noticed by Authority to the Contractor in writing and shall be corrected as soon as possible or, in the case of replacement of equipment or golf balls, within thirty (30) days.

6.9 Contractor shall provide and supervise all starter and player activity functions, collect green fees and coordinate player starts, and furnish, at no cost to Authority, suitable and qualified personnel in adequate number to insure efficient performance of such duties.



6.10 Contractor shall effectively advertise, market and promote public and tournament play at the Golf Course and the sale of golf-related merchandise and services.

6.11 Contractor shall provide, maintain and make available to the public at reasonable rental fees an adequate supply of all equipment necessary to play the game of golf including without limitation, golf clubs and hand carts, and power driven golf carts, to the extent not provided by Authority for Contractor's use. All carts shall be consecutively pre-numbered and maintained in good operating condition. The exterior and interior of all carts shall be maintained in a clean condition.

6.12 Contractor shall assume full responsibility and expense for all electric, gas, water for domestic use, sewer, garbage, telephone service and repairs, intrusion alarm monitoring, cable TV, electrical or gas cart service, and maintenance of all cart storage areas. Water for Golf Course irrigation shall be supplied by Authority as stated in Section 16.

6.13 Contractor shall provide portable display platforms, signs, equipment or devices for the purpose of advertising or demonstrating the services, merchandise or equipment for sale or rent in the pro shop.

6.14 Contractor shall maintain stocks of golf merchandise, golf supplies and equipment in keeping with the demand.

6.15 Contractor shall coordinate with volunteers, Men's and Women's Clubs, community organizations, junior and golf development programs, and promote youth and senior golf opportunities to enhance golf programs and customer service offerings.

6.16 Contractor shall promptly pay any and all taxes imposed by the local, state or federal government, utility bills, merchant invoices, and all other liabilities with respect to its operation of the Golf Course.

6.17 Contractor shall comply with all applicable ordinances, laws, rules, and regulations of the Authority, city, county, state, and federal government; and of any political subdivision or agency, authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules or regulations with respect to the operations of the Golf Course.

6.18 Contractor shall, upon termination of the Agreement, surrender to the Authority the Golf Course in as good condition as when received, ordinary wear and tear excepted.

6.19 Except as stated otherwise herein, Contractor shall operate and manage the Golf Course on Contractor's own credit and hold harmless Authority from any and all claims, demands or liability on account thereof. Authority shall not be responsible for any debts incurred by the Contractor in the performance of this Agreement.

6.20 Contractor shall provide and maintain a golf driving range, including turf and sprinkler maintenance.

6.21 Contractor shall maintain all facilities located on the real property that constitutes the Golf Course in good repair and function, including without limitation: the club house; golf course holes; landscape and planted areas; signs and posters; food and beverage concessions; parking area; maintenance buildings and yard; and irrigation system, including filters and pumping facilities. Contractor shall be responsible for all minor repairs and maintaining all improvements and modifications to the Golf Course that Contractor has installed or caused to be installed. Repairs or improvements made by Contractor shall be subject to the provisions of Section 28 "Alterations and Improvements by Contractor", at its own expense.

## **7 SERVICES AND FACILITIES TO BE PROVIDED BY AUTHORITY**

7.1 Authority shall keep and maintain major structures of the clubhouse and maintenance shops in the current condition as the same exists of the date of the execution of this Agreement. "Major structures" for maintenance or repair include pump stations, roof, walls, foundations, HVAC, electrical, and plumbing. In addition, any other capital expenditures or improvements exceeding \$5,000 shall be the responsibility of Authority provided that the Authority, in its sole discretion, has agreed to make such improvements and has allocated funding for such improvements. The decision by Authority to make any capital repair or improvement which is not otherwise mandated by the terms of this Agreement shall be in the Authority's sole and absolute discretion.

7.2 Authority shall be responsible for the cost of all capital repairs and replacements to the irrigation and pump system serving the Golf Course as necessary for the operation of the Golf Course, as well as any necessary life/safety repairs, provided that such equipment is properly maintained by Contractor according to industry standards. The Authority shall not be responsible for repairs or maintenance necessitated by Contractor's negligence or neglect. Maintenance related to the foregoing shall be performed by, or at the direction of Contractor, at Contractor's sole cost and expense.

7.3 Authority may perform an annual audit and testing for compliance with Agreement.

## **8 PROFESSIONAL STANDARDS APPLICABLE TO GOLF PROFESSIONAL**

At least one Professional of Contractor providing services at the Golf Course is required to maintain the status of the Professional Golf Association (PGA) certified Class A Professional during the term of this Agreement.

## **9 MARKETING AND ADVERTISING**

Contractor is responsible for effectively advertising, marketing and promoting public and tournament play at the Golf Course and the sale of golf-related merchandise and services.

9.1 Contractor shall, in its annual report described in Subsection 4.2, submit to Authority an annual sales and marketing plan for the Golf Course. Authority shall have the right to comment upon and make suggestions with respect to said plan, provided, however, while Contractor shall consider all of Authority's suggestions and comments, Contractor shall not be obligated to implement the same.

9.2 Contractor acknowledges that the Golf Course is a public golf course, and as such, Contractor is expected to use discretion in the choice of advertising and marketing to ensure its appropriateness. Authority retains the right to request removal of advertising or marketing that it deems inappropriate.

## **10 HOURS OF OPERATION**

Contractor shall devote adequate staff and attention to operate and manage an efficient golf course. Contractor shall notify the Authority in its annual report described in Subsection 4.2 of its annual schedule setting forth the minimum days and hours during the year (weather permitting) when the Golf Course shall be open for play. Contractor is responsible for the security of Golf Course facilities and assets during all times it is closed. Contractor shall have the discretion to close the Golf Course at any time between December 1<sup>st</sup> and March 31<sup>st</sup> of each golf season, or during inclement weather. On days the Golf Course is open, the pro shop will be open.

## **11 ESTABLISHMENT OF RATES**

The Contractor shall determine green fee rates by comparison with green fees in Washoe County and Carson City, Nevada at comparable daily fee golf courses.

## **12 COLLECTION OF RECEIPTS AND ACCOUNTING**

The following apply to Contractor and all management or service subcontractors. Contractor is responsible for ensuring any management or service subcontractors adhere to the following.

12.1 Definitions: The term "green fees" shall be defined as all revenue collected from daily regular green fees, ticket and annual discounted fees, advance reservation fees, or other categories of revenue which may be established by the Contractor. A "tournament" is defined as any group of more than twelve (12) wishing to have "blocked" or pre-designated tee or start times, including "shot-gun" starts. Tournament revenues are a part of "green fees", however their revenues are to be collected and reported separately as "Tournament Revenues". Tournament rounds of play are to be accounted for on the day of play.

12.1.1 "Ticket" and "annual" fees include any fee which entitles a person to use the Golf Course, exclusive of tournament play.

12.2 Contractor shall establish cash collection and payroll procedures in compliance with generally accepted accounting principles; train and monitor all staff in the appropriate cash handling practices; at all times monitor and ensure the safety of all monetary exchanges; adhere to accepted credit card and other personal information security standards; and limit the amount of cash and cash equivalences on site through regular banking procedures.

12.3 Contractor shall submit to Authority in its monthly report described in Subsection 4.2 the rounds of play and gross revenue, which will include green fees, advance reservation fees, annual and ticket sales, cart income, tournament income, driving range income, pro shop sales, food sales, beverage sales, catering in addition to all other items of receipts, and will state that cash register tapes, and daily statements of receipts have been reconciled and are in agreement. Contractor shall be responsible for and explain any overages or shortages for the period.

12.4 Contractor shall establish and maintain complete books of accounts and other records showing all business transacted in connection with the operation of the Golf Course in compliance with generally accepted accounting principles.

12.5 Contractor agrees to install and maintain a system of accounts acceptable to Authority and its auditors.

12.5.1 All accounting records and supporting documents shall be subject to audit and inspection, and made available at any and all reasonable times to Authority and its authorized officers, agents, or employees.

12.5.2 Accounting records and supporting documents shall be available on the schedule(s) required by the Authority's internal and external auditors.

12.5.3 At Authority's expense, Authority reserves the right to authorize management audits, or other studies and reviews of Contractor's operating procedures, including accounting and controls.

12.5.4 Contractor shall be responsible for retaining all financial records for a minimum of seven (7) years.

12.6 Contractor's designated staff shall be fully proficient and routinely use, as a standard administrative practice of the Golf Course operations, a cash register or point of sale system.

12.7 Contractor and any management or service subcontractors shall use either a calendar year, January 1 through December 31, or fiscal year, July 1 through June 30, as the established accounting period. Contractor's accountant and/or bookkeeper must conform to the scheduling requirements of the Authority and its audit teams.

### **13. PERFORMANCE BENCHMARKS/EMPLOYEES**

Performance benchmarks and completion dates have been established in Section 9 "Marketing and Advertising" and Section 28 "Alternations and Improvements by Contractor."

13.1 Authority shall utilize a "report card" for evaluation purposes. Authority reviews shall be conducted each year.

13.2 Failure to meet benchmarks and specific performance dates may result in additional reviews and non-renewal of this Agreement.

13.3 Contractor will be reviewed for, but not limited to, adherence to the standards established in Exhibit B, Golf Course Operation, Maintenance and Performance Standards, any financial viability review and the extent and nature of management and auditing concerns provided through financial audits, if any, and customer satisfaction.

13.4 Contractor shall employ, at his own expense, such staff as necessary to fully operate and manage Golf Course in an efficient, professional and orderly manner. In hiring staff, Contractor shall give priority to individuals which were previously employed by Authority at the Golf Course although nothing contained herein shall require Contractor, in Contractor's sole discretion, to hire any individuals which fail to meet Contractor's criteria.

#### **14. EQUIPMENT AND INVENTORY**

14.1 All the equipment, tools, signs, parts, furniture and furnishings in the maintenance facility or yards, pro shop, restaurant and elsewhere on the Golf Course, including but not limited to the equipment list attached hereto as Exhibit "C", shall remain at the Golf Course for use by Contractor, at no charge.

14.2 All pro shop inventory shall be listed in detail by Authority and purchased at Authority's cost by Contractor on or before commencement of Contractor's operation of the Golf Course.

14.3 All inventory, maintenance servicing, repair and replacement items at the Golf Course upon commencement of Contractor's operation may be used and consumed by Contractor.

14.4 All brand names such as "Wildcreek Golf Course", tradenames, trademarks, websites, telephone numbers and other intangible personal property related to the Golf Course and its operation may be used by Contractor during the term of this Agreement.

#### **15. COMPENSATION**

15.1 No rent, lease fees or other compensation of any kind shall be payable by Contractor to Authority for the period of time commencing on the execution of this Agreement until June 30, 2019. Prior to June 30, 2019, Contractor may retain any profits

it makes, and shall be solely liable for any losses it sustains, from its operation of the Golf Course. After June 30, 2019, the Parties shall meet and confer and negotiate in good faith to determine what commission, if any, shall be paid by Contractor for the rights granted herein for the balance of the term of the Agreement. Prior to June 30, 2019, the consideration to the Authority for this Agreement is the continued operation of the public golf facility by a professional management service.

15.2 Prior to the term of this Agreement, Authority or its operator of the Golf Course may have received, issued or committed to the public gift cards, gift certificates, play or punch cards, special events or tournament deposits, pro shop play or merchandise credits, or other items of value to the holder ("Obligations") which Contractor is asked during the term of this Agreement to redeem or honor. In order to fulfill Obligations of Authority, Contractor agrees to redeem or honor Obligations and Authority agrees to reimburse Contractor therefor. Contractor shall report any Obligations redeemed or honored and the value thereof in its monthly report described in Subsection 4.1 and Authority shall reimburse Contractor within thirty (30) days of delivery of the monthly report.

## **16. IRRIGATION AND WATER RESOURCES**

The Golf Course is currently served by the following water sources (collectively, the "Authority Water Rights"):

- a. up to five hundred (500) acre feet of treated effluent annually, pursuant to that certain Agreement for the Sale and Use of Treated Effluent between the City of Sparks, Authority and Washoe County dated March 11, 1996;
- b. 506.784 acre feet of Wells Creek water rights represented by Permit 52839, such rights be limited to aesthetic purposes which may not be use consumptively; and
- c. 69.2 acre feet of Truckee River water rights represented by Permit 64817 which are held as excess inventory.

During all times that the Authority is the owner of the Real Property, the Authority will make the Authority Water Rights available to Contractor for use at the Golf Course at no cost to Contractor. Upon the transfer of the Golf Course to Washoe County, the use of the Authority Water Rights will no longer be guaranteed to Contractor.

## **17. ENERGY CONSERVATION**

Contractor shall make every effort to conserve energy, whenever and wherever possible, including, but not limited to, the heating and lighting of areas necessary to conduct business during operating hours or maintain security.

## **18. PERFORMANCE BOND**

Subject to the provisions of this Section 18, Contractor shall be required to provide a performance bond, in a form reasonably acceptable to Authority, or other security reasonably acceptable to Authority, as soon as possible after execution hereof. The performance bond shall

be issued by an insurance company qualified/licensed to do business in Nevada, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000). Said bond must name Authority as sole obligee. Said bond will be released at the expiration or termination of this Agreement, provided the Contractor has fully and completely performed under the Agreement. If, however, a performance bond is not available on terms, and at a cost, commercially acceptable, the parties shall meet and confer on alternative security for Contractor's performance of its obligations hereunder.

## **19. FIXTURES**

19.1 Any fixtures or items permanently attached to the clubhouse at the Golf Course in connection with the operation of the pro shop shall become the property of Authority upon the termination of Agreement.

19.2 Upon expiration or termination of this Agreement, Contractor shall quit and surrender the premises under its control, including permanent fixtures attached thereto and personal property of the Authority, to Authority in as good condition as at the date of the execution of this Agreement, ordinary wear and tear excepted.

## **20. PREFERENTIAL TREATMENT FORBIDDEN**

Contractor shall not grant any preferential treatment to any individual or group of individuals except as authorized by the rules and regulations pertaining to the Golf Course.

## **21. RELATIONSHIP WITH AUTHORITY/COOPERATION**

Contractor shall be accountable in all of its operations to the Authority. Authority recognizes and acknowledges that Contractor will need the assistance and cooperation of Authority in order to properly perform and fulfill Contractor's covenants and obligations under this Agreement. Therefore, Authority agrees it shall execute such documents and do such further acts and things as Contractor reasonably requests in order to assist Contractor in fulfilling its obligations under this Agreement. Authority further agrees it shall designate a specific officer or agent having appropriate experience and authority whose responsibility it is to work with Contractor in assuring that Contractor obtains the full cooperation and assistance of Authority, subject to the terms of this Agreement and all applicable laws.

## **22. NOT CONTRACT OF LEASE**

It is understood and agreed that the Golf Course is not leased to Contractor. Contractor is a licensee and not a lessee thereof.

## **23. INSURANCE REQUIREMENTS, DAMAGE AND RESTORATION**

23.1 See Exhibit "A" for insurance requirements for this Agreement.

23.2 Damage and Restoration

23.2.1 Total Destruction: If the buildings or other improvements on the Premises licensed under this Agreement or the Personal Property should be totally destroyed (i.e., damage in excess of partial destruction as defined in Section 23.2.2) by fire or other casualty or a force majeure occurrence, Contractor shall have the option, to be exercised in writing within sixty (60) days of such destruction, to either (a) terminate this Agreement in which event the parties shall have no further obligations hereunder, or (b) elect to repair and restore the Premises and thereafter diligently pursue such restoration to completion.

23.2.2 Partial Destruction: If the buildings or other improvements on the Premises licensed under this Agreement or the Personal Property should be partially damaged by fire or other casualty or a force majeure event, then Contractor shall restore the buildings, improvements and Personal Property in a good and workmanlike manner to a condition as good as or better than the condition in which the buildings, improvements and Personal Property existed prior to their damage or destruction. For purposes of this Agreement, the term "partially damaged" means (a) damage to the extent of one third or less of the value of the buildings, improvements and Personal Property at the Premises or (b) damage to the extent that no more than nine holes on the golf course at the Premises are rendered unplayable. If the insurance proceeds made available to Contractor are not sufficient to fully restore the Premises, then Contractor may terminate this Agreement upon written notice to Owner in which event the parties shall have no further liability hereunder. In addition, notwithstanding anything in this Section 23.2.2 to the contrary, if, as a result of the partial destruction of the Premises, Contractor is unable to make full and productive economic use of the Premises and, in Contractor's reasonable determination, the full and complete restoration of the Premises will take in excess of one hundred eighty (180) days, then Contractor may, upon written notice to Owner within sixty (60) days after the partial destruction occurs, terminate this Agreement, in which event the parties shall have no further obligations hereunder.

23.2.3 Damage During the Last Two Years of the Agreement Term: Notwithstanding the provisions of Section 23.2.2 to the contrary, if during the last two years of the term of this Agreement, the buildings or other improvements on the Premises licensed under this Agreement or the Personal Property is damaged to the extent of ten percent (10%) of the value of the buildings, improvements and Personal Property at the Premises or more, then Contractor shall have the option, to be exercised within thirty (30) days of such damage or destruction, to either (a) terminate this Agreement in which event the parties shall have no further obligations hereunder or (b) elect to repair and restore the Premises in accordance with the provisions of Section 23.2.2 above.

23.2.4 Application of Insurance Proceeds Upon Termination: If, after the partial or total destruction of the Premises, this Agreement is terminated pursuant to the provisions of this Section 23, then all insurance proceeds made available on



account of such destruction shall first be paid to Contractor to reimburse Contractor for the value of any and all improvements made to the Premises by Contractor prior to such destruction until such time as Contractor has received full reimbursement for all such improvements and for the value of the Personal Property at the Premises owned by Contractor; second, to Authority until such time as Authority has received full reimbursement for the value of the improvements at the Premises which existed as of the first day of the Agreement and the balance, if any, shall be paid to Contractor.

## **24. PROPERTY INSURANCE**

Authority may, at its option, secure and maintain insurance covering damage to its property. Any such insurance shall be for the sole benefit of the Authority and Contractor shall have no claim to any proceeds there from, nor shall Authority be required to use the proceeds for reconstruction or repair.

24.1 Contractor shall secure insurance covering its property at its own expense and shall secure and maintain such insurance as is necessary to protect against any claim for damage to private property, including golf carts which are stored at the Golf Course, in accordance with the requirements stated in Exhibit "A".

## **25. HAZARDOUS SUBSTANCES AND MATERIALS**

25.1 Contractor shall maintain on-site, Material Safety Data Sheets (MSDS), as defined and prescribed in 29 C.F.R. Section 1910.1200, for all hazardous substances purchased by Contractor for use under this Agreement.

25.2 Contractor shall apprise personnel of the hazards to which they may be exposed in using, handling, transporting, or disposing of hazardous substances, and to obtain medical treatment for those who may be affected by the substance.

25.3 Contractor shall immediately report all spills of hazardous substances to the Washoe County District Health Department and Authority.

## **26. CONTRACTOR'S USE AND POSSESSION OF PREMISES**

26.1 The Golf Course and all improvements thereon shall be used by Contractor to provide golf services. Except for special events (e.g., wedding, anniversary parties, retirement parties, group gatherings) and similar functions, it is understood and agreed that the Golf Course shall be used by Contractor during the term of this Agreement only for the above-stated purposes and for direct ancillary uses, unless approved otherwise by the Authority, and for no other purposes or uses whatsoever.

26.1.1 Contractor and Authority will work on a mutually agreeable transition plan for golf operations prior to the beginning of this license term.

26.2 Contractor will not make or permit any use of the Golf Course which, directly or indirectly, is forbidden by public law, ordinance or government regulation which may be dangerous to life, limb or property. Contractor may not commit waste on the Golf Course, use the Golf Course for any illegal purpose, or permit a nuisance on the premises.

26.3 In the event that Contractor uses the Golf Course for any purposes not expressly permitted herein, the Authority may terminate this Agreement pursuant to the provisions of Section 34.

#### 26.4 Quiet Enjoyment

Subject only to the terms of this Agreement, so long as Contractor complies with its obligations under this Agreement, Authority shall secure to Contractor the quiet and peaceful enjoyment of the Golf Course and the sole and exclusive possession of the Golf Course without objection or interference from Authority or any party claiming under Authority.

#### 26.5 Frustration of Purpose

At any time during the term of this Agreement, (i) if the governing body of any political subdivision having competent jurisdiction over the Golf Course should enact any valid zoning or other ordinance, law or regulation (collectively, "Use Law") which prohibits the use of the whole or a substantial part of the Golf Course for the purposes as provided in Section 2 of this Agreement; (ii) if an event of force majeure (collectively, "Force Majeure Event") occurs, including without limitation, declared or undeclared war, sabotage, riot or other acts of civil disobedience, acts or omissions of government, labor disputes, shortages of fuel or other materials, accidents, fires, explosions, floods, earthquakes, or other acts of God, which substantially prevents Contractor's use of the Golf Course as provided for in Section 2 of this Agreement; or (iii) if facilities become unavailable or inadequate so as to substantially interfere with Contractor's use of the Golf Course as provided in Section 2 of this Agreement, it is agreed that Contractor may elect, within ninety (90) days after the effective date of such Use Law or the occurrence of the Force Majeure Event, or the date facilities become unavailable or inadequate, to cancel this Agreement and surrender possession of the Golf Course. Any such cancellation and surrender shall act to release and discharge Contractor from any further obligation under this Agreement. In addition, it is agreed that during the period of any Force Majeure Event; during the period that facilities are unavailable or inadequate; and/or during any period that any defect in the Golf Course substantially interferes with Contractor's use of the Golf Course as provided in Section 2 of this Agreement, Owner and Contractor shall be excused from performing their respective obligations under this Agreement whether or not Contractor exercises its right to terminate as provided herein.

### 27. ALTERATIONS AND IMPROVEMENTS BY CONTRACTOR

Contractor has inspected the Golf Course and hereby accepts the Golf Course in its present "as is" condition. Contractor shall not make any alteration or addition to any portion of the Golf

Course's facilities or to any equipment (other than normal repairs) belonging to Authority located at the Golf Course without prior written consent of the Authority. Except as otherwise provided in this Agreement, Contractor shall, at its sole cost, maintain and repair the Golf Course in accordance with the maintenance standards set forth on Exhibit "B" attached hereto.

27.1 In the event that Contractor wishes to make improvements to the Golf Course, it may do so at its own expense and after the written approval of the Authority.

27.2 All improvements of Contractor shall be solely at Contractor's cost and expense and shall be performed in a good workmanlike manner in accordance with sound construction practices and in accordance with all applicable codes and regulations. Contractor shall keep the Golf Course and said improvements free and clear of liens for labor and materials and shall hold the Authority harmless from any responsibility in respect thereto.

## **28. OWNERSHIP OF IMPROVEMENTS**

All improvements, furnishings, and equipment constructed or installed on the Golf Course by the Contractor shall be personal property and Contractor shall have legal title thereto during the term of this Agreement. Upon the expiration, termination, or default of this Agreement, title to all permanent, affixed improvements constructed on the Golf Course shall vest in the Authority.

28.1 Title to all supplies, furnishings, inventories, and removable equipment and other personal property not originally provided by the Authority shall remain the property of Contractor, and Contractor shall have the right to remove such items, excepting licenses, from the Golf Course without damaging the Golf Course unless the Contractor is in default hereunder. Such items must be removed within fifteen (15) days of expiration of this Agreement or title to all items will vest to the Authority. Contractor shall consider (but may reject) any reasonable offer to buy the above items from the Authority upon expiration or termination of this Agreement.

## **29. LICENSES AND PERMITS**

Contractor shall pay for all licenses, permits, and fees necessary for Contractor to construct improvements, if any, and conduct Contractor's business on the Golf Course.

## **30. LIENS**

Contractor will not permit any mechanics, laborers or material man's liens to stand against the Golf Course or improvements for any labor or materials to the Contractor or claimed to have been furnished to Contractor's agents or subcontractors, in connection with work of any character performed or claimed to have been performed on the Golf Course, or improvements by or at the direction or sufferance of the Contractor; provided, however, Contractor shall have the right to contest the validity or amount of any such lien or claimed lien.

In the event of such contest, Contractor shall give the Authority reasonable security as may be demanded by the Authority to insure payment thereof and prevent sale, foreclosure or forfeiture of the Golf Course or improvements by reason of such non-payment.

Such security shall be posted by the Contractor within fifteen (15) days of written notice from the Authority, or Contractor may "bond off" the lien according to statutory procedures.

Contractor will pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Contractor's own expense.

### **31. CESSATION OF OPERATIONS**

In the event Authority, for any reason, determines not to continue to operate the Golf Course as a golf course and driving range open to the general public, this Agreement may be terminated by Authority pursuant to the provisions of Section 34, and in such event, Contractor agrees to hold the Authority free from any charge or penalty provided for in this Agreement.

### **32. VACATION OF THE PREMISES**

In the event of the termination of this Agreement for any reason other than expiration, Contractor shall peaceably vacate the premises within such time as may be specified in the written notice to vacate which the Authority shall deliver to Contractor.

32.1 Upon the expiration or earlier termination of this Agreement, Contractor shall return the real and personal property initially provided by Authority in the same or better condition than when it was received by Contractor, normal wear and tear excepted. During the term of this Agreement Contractor shall maintain the existing equipment for as long as feasible.

### **33. NONDISCRIMINATION**

In connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age. Such agreements shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Any violation of such provision by the Contractor shall constitute a material breach of contract.

### **34. RIGHT OF TERMINATION**

The right to terminate this Agreement is reserved to Authority and Contractor (as applicable) for any of the following reasons.

34.1 If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due or thirty (30) days in the case of any other Cause, the notice shall be null and void.

34.2 If such Cause is not remedied within the specified period, the party giving notice shall have the right to terminate the Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

34.3 In addition to all other rights herein, Authority may terminate this Agreement without prior notice should the Contractor become insolvent, voluntarily file for bankruptcy or receivership, or make any assignment for the benefit of creditors.

34.4 Upon notice of termination by Authority, Contractor shall be required to continue fulfilling its obligations under this Agreement until the termination is effective.

34.5 Either party may cancel this Agreement without cause on ninety (90) days prior written notice.

### **35. ASSIGNMENT**

No assignment of Contractor's rights or assumption of Contractor's obligations shall be allowed, including the right to receive payment, without the express written permission of Authority. Authority shall have the right and ability, without the consent of Contractor, to assign its rights and obligations hereunder to Washoe County upon the transfer of the Real Property to Washoe County. Should Washoe County refuse to accept the assignment of this Agreement in connection with the transfer of the Real Property to Washoe County, Authority shall have the right to terminate this Agreement as specified in Subsection 34.5. An assignment of this Agreement by Authority shall relieve Authority of the performance of all duties and obligations arising hereunder after the date of such assignment.

### **36. DEFAULT**

Termination for material breach of this Agreement may result in Contractor being debarred from providing services to Authority for a period not less than five (5) years after the termination date.

### **37. THIRD PARTY RIGHTS**

This Agreement is not intended to create, nor shall it be construed to create, any third party beneficiary rights in any person not a party hereto.

### **38. EXCLUSIVE**

This is an exclusive agreement between Authority and Contractor during the term of the Agreement.

### **39. NOTICES**

Except as otherwise specified, all notices under this Agreement shall be in writing and may be transmitted by facsimile, email, overnight delivery or U.S. Postal Service.

Notice to Contractor shall be addressed to:

Golf at Wildcreek, LLC  
1400 Wolf Run Road  
Reno, NV 89511  
Facsimile: (775) 851-4403  
Email: tduncan49@me.com

Notice to Authority shall be addressed to:

Director of Finance  
Reno Sparks Convention and Visitors Authority  
4001 S. Virginia Street, Suite G  
Reno, NV 89502  
Facsimile: (775) 827-7719  
Email: rchisel@renotahoeusa.com

Either party may change its notice information by delivery of notice thereof to the other party.

#### **40. NOTICE TO PROCEED**

Contractor shall not perform on any portion this Agreement without providing satisfactory insurance certificates and performance bond.

#### **41. GOVERNING LAW**

This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada, and any dispute will be heard in the Second Judicial District Court of Nevada. If any provision of this Agreement shall be held or declared to be void or illegal for any reason, all other provisions of this Agreement which can give effect without such illegal provision shall nevertheless remain in full force and effect. The section headings of this Agreement are intended solely for convenience and are not part of this Agreement, nor affect its construction.

#### **42. DRAFTING PRESUMPTION**

The parties acknowledge that this Agreement has been agreed to by all of the parties, that all of the parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against any party as the drafter of the Agreement.

#### **43. ENTIRETY AND AMENDMENTS**

This Agreement embodies the entire Agreement between the parties and supersedes all prior Agreements and understandings, if any, relating to the subject matter of the Agreement, and may

be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. No oral statements or representations made before or after the execution of this Agreement regarding this subject matter of this Agreement are binding on a party, nor may any such oral statements or representations be relied on by a party.

#### **44. INVALID PROVISIONS**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

#### **45. ATTORNEYS' FEES**

In the event that any action is necessary to enforce the rights of any party hereto, the prevailing party in such action shall be entitled to reasonable costs and attorneys' fees.

#### **46. NOT A PARTNERSHIP**

The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

#### **47. TIME AND MANNER OF APPROVAL**

On each occasion when a party is given the right to approval or consent in this Agreement, unless specified otherwise, the approving party shall have ten (10) business days to approve or disapprove after delivery of the item to be approved, which approval shall not be unreasonably withheld. The failure of the approving party to respond in a timely manner shall be conclusively deemed approval. Any disapproval must be accompanied by a statement of the reasons for disapproval. The parties shall diligently and in good faith work to reach an agreement on any disapproval, and a revised submittal of a disapproved item shall be approved or disapproved in the same manner as the initial submittal. If the parties cannot reach an agreement on a disapproved item within thirty (30) days of the date of initial disapproval, the matter shall be deemed disapproved.

#### **48. TIME**

Time is of the essence regarding all matters relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and subscribed their signatures as of the date and year indicated.

RENO SPARKS CONVENTION AND VISITORS AUTHORITY, a political subdivision of the County of Washoe

By: 

Name: 

Title: President/CEO

Date: April 27, 2018

GOLF AT WILDCREEK, LLC a Nevada limited liability company

By: 

THOMAS P. DUNCAN, Manager

Date: 4.30.2018



## EXHIBIT "A"

### Insurance Requirements

**Commercial General Liability.** Commercial General Liability at least as broad as Insurance Services Office policy form CG 00 01 12/07, or equivalent, providing coverage on an occurrence form for Bodily Injury, Property Damage, Liquor Liability, Independent Proposers, Personal Injury, Broad Form Property Damage, Broad Form Contractual Liability and Medical Payments. The limits of liability shall not be less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate for both bodily injury and property damage.

The policy shall include the Authority and its agents, beneficiaries, partners, employees, the County of Washoe, and the Authority as additional insureds with coverage at least as broad as Insurance Services Office (ISO) endorsement form CG 20 26 07/04.

The policy shall provide that coverage is provided on a primary basis, not excess or contributing with or secondary to any other insurance as may be available to the additional insureds.

**Automobile Liability.** Automobile Liability at least as broad as Insurance Services Office Business Auto Coverage Form CA00 01, or equivalent, providing coverage for Bodily Injury and Property Damage resulting from the ownership, maintenance or use of any auto, whether owned, rented or hired or non-owned. The limit of liability shall not less than One Million Dollars (\$1,000,000) combined single limit (CSL) for bodily injury and property damage.

**Workers' Compensation and Employer's Liability.** Workers' Compensation at least as broad as National Council on Compensation Insurance (NCCI) policy form WC 00 00 00 B 07/11, or equivalent, providing coverage meeting the requirements of the Workers' Compensation law of the State of Nevada. To the extent such waivers are obtainable from the insurance carriers, the policy shall include an endorsement waiving the insurance company's rights of subrogation against the Authority, its agents, beneficiaries, partners, employees, the County of Washoe, and Authority of Reno. This endorsement shall be at least as broad as National Council on Compensation Insurance (NCCI) Waiver of Our Right to Recover from Others Endorsement form WC 00 03 13 with a revision date of January 2004.

**Property.** Property insurance on an All-Risk or Special Form providing coverage for personal property of the Proposer.

**Blanket Employee Dishonesty Coverage.** The coverage for Blanket Employee Dishonest Coverage for funds or property held by the Proposer on behalf of the Authority.

**Form of Coverage.** All such insurance maintained by the Proposer shall be: issued by insurance companies authorized to do insurance business in the State of Nevada, issued by insurance companies with current A.M. Best financial ratings of at least A X or better satisfactory in form and substance to Authority.

## **EXHIBIT "B"**

### **Golf Course Standards of Operation and Performance**

#### **WILDCREEK GOLF COURSE**

#### **STANDARDS OF OPERATION AND PERFORMANCE**

A "Standard" has been defined as a "rule used as a basis of judgment", "of recognized excellence or authority", and "something accepted as a basis of comparison". A fine public course needs standards which, when adhered to, ensure that the culture of the course is preserved and enhanced. The following set of Standards of Operation and Performance provides for an appropriate level of quality of product, conduct, and service to the customers.

#### **CUSTOMER RECOGNITION**

Customers can be defined as a group of individuals joined together for a recreational golf purpose that share a common interest in the game.

Most importantly, serving customers at a public course is about recognition. Some customers are very open and demanding about being recognized, yet some are seemingly uninterested and avoid being noticed. But regardless of how a customer demonstrates the need to be recognized, the overriding reason customers play a public course is to play and enjoy the game while receiving a good value.

Recognition can come in many ways: seeing their name or picture on the course website or bulletin board, by receiving trophies or certificates, having a bag tag on their golf bag, belonging to the Men's, Ladies or Junior Club, by getting a personalized letter from the Operators, or being noticed by the Staff. However, the most powerful form of recognition is hearing someone call them by their name.

As employees of Wildcreek Golf Course, the #1 Standard of Performance, in all cases, for all departments, and for every position, is to actively recognize customers.

To recognize customers in an "active" way means being alert, challenging your memory to remember names and faces, and keeping mental notes as to what each customer likes. Teamwork is a great tool to help recognize customers such as tipping each other off as to the customer's names as they approach. It seems amazing that, at some public courses, certain employees, food servers, pro shop, outside staff and even the grounds crew, can remember the customer's names -- sometimes their spouses and children's names as well. How do they do it? It is no secret -- they want to.

## **GOLF COURSE AND GROUNDS**

### **Course Set Up**

Personnel responsible for the course set-up not only will dictate how the customers will play the course that day, but will also be ensuring that its presentation will be along the lines of our high expectations. Green and tee sites are the most important areas on the golf course and are to be treated as high priority items at all times by the Golf Course Maintenance Staff from their presentation to their grooming and playability characteristics.

- When setting cups:
  - Cup locations should be playable and away from the existing position.
  - The position of the cup should be a flag pole from the collar.
  - The cup is to be set at the proper depth. The flag, pole and cup should all be in working order.
  - Ensure that the previous day's pin setting is repaired properly and that the repair plug is set level.
- When setting tee markers, ensure that:
  - The markers are on the proper tee box (especially on Par 3's.)
  - The markers are perpendicular with the line of play, six-seven paces apart and at least two paces from the rear of the tee.
  - Tee markers are moved to distribute wear on the tee evenly.
  - All tee divots are filled at least twice per week weekly
  - All trash cans will be emptied as needed and cleaned weekly.
  - Ball washers, if any, will be checked regularly for soap and water and should be operating properly or be replaced.
- The putting green will have its cups changed twice weekly. Practice green areas will be changed weekly.
- All maintenance personnel will be responsible for making sure all directional signs and ropes that control cart traffic are moved as needed to prevent wear.

### **Greens Maintenance**

- Greens will be maintained as smooth, firm, and consistent surfaces.
- Greens speeds will be maintained at an 8-9 foot stimp meter readings or higher for normal daily play.
- Mowing heights (1/8" to 5/32") will be determined based upon the time of year, climatic

conditions, and specific events, but mainly to ensure overall turf health and bent/poa grass populations.

- Frequency of triplex mowing to be regularly or as needed, based on climatic conditions.
- Triplex and walk mowers will be used periodically during cultural maintenance periods (i.e., aerification, topdressing, and verticutting) or during special event preparation.
- Greens will be mowed in different directions to prevent grain accumulation.
- Periodic verticutting and topdressing will be performed to reduce thatch and grain accumulations.
- Before mowing a green, all ball marks will be repaired. Any irregularities in the surface should be immediately reported and repaired (if possible). Staff should inspect surface for any foreign objects that could damage a reel or bed knives
- Staff will follow all safety and operational procedures that he/she has been trained on when mowing greens. This includes: proper transportation, the unloading and loading of mowers, the mowing of the surface, and cleaning and service of the machine. It is a goal of maintenance staff to stay ahead of morning play whenever possible and at the same time provide the highly aesthetic and playable surfaces.
- Staff shall notify their immediate supervisors of any problem areas on greens that they have noticed in their daily work regime.

## **Tees Surfaces**

Tees will be maintained at a cutting height of between 3/8" to 9/16" depending on environmental conditions and special events.

- Tees will be mowed with a triplex mower regularly as needed.
- Divots will be filled regularly.
- Periodic aerifying and topdressing will be performed to reduce thatch and grain accumulation.
- Before mowing, all tee markers are to be removed and the surface inspected for any foreign objects that could damage a reel or bed knife.
- Staff will follow all safety and operational procedures that he/she has been trained on when mowing tees. This includes proper transportation, the unloading and loading of mowers, the mowing of the surface, and cleaning and service of the machine. It is a goal of maintenance staff to stay ahead of morning play whenever possible and at the same time provide the highly aesthetic and playable surfaces.
- Staff shall notify their immediate supervisor of any problems encountered on any of the tee surfaces.

## **Collars**

- Collars will be maintained at a cutting height of 3/8" to 1/2".
- Collars will be mowed regularly.
- Any foreign objects will be removed manually prior to mowing.
- Collars will be cut in a different direction as needed to prevent grain accumulation.
- All cultural practices performed on greens will also be performed on collars.
- Staffer will follow all the safety and the proper operational procedures that he/she has been trained on when mowing collars. This includes; proper transportation, the unloading and loading of mowers, the mowing of the surface, and cleaning and service of the machine.

## **Aprons, Tee Banks and Bunker Edges**

- Aprons, tee banks, and bunker edges will be maintained at a cutting height of 1" to 1 1/2", depending on climatic conditions and the grass variety (natural fescue areas will only be cut on a periodic basis based on growth rate, playability and aesthetics).
- Aprons, tee banks, and bunker edges will be mowed regularly with a triplex reel or rotary lightweight mower, depending on growth rate.
- Directional cuts will follow a contour, checkerboard, or straight pattern.
- The operator will ensure that his/her area of cutting responsibility will be blended properly into the other manicured areas (tees, collars, approaches, fairways, intermediate rough, and rough) to maintain the playability and aesthetics of the golf course.
- Staff will follow all the safety and the proper operational procedures that he/she has been trained on when mowing aprons, tee banks and bunker edges. This includes; proper transportation, the unloading and loading of mowers, the mowing of the surface, and cleaning and service of the machine.

## **Fairways and Green Approaches**

- Mowing height will be kept between 1/2" to 9/16", depending on environmental conditions, growth rate or special events.
- Fairways and approaches will be mowed regularly, depending on growth rate.
- Staff will follow all the safety and the proper operational procedures that he/she has been trained on when mowing fairways and green approaches. This includes proper

transportation, the unloading and loading of mowers, the mowing of the surface, and cleaning and service of the machine.

### **Rough Cutting**

- Secondary roughs will be mowed regularly.
- Mowing heights will be from 1 1/2" to 2 1/2", based on climatic conditions and growth rate.
- Staff will take care in operation around trees so as to not damage the crowns in any manner and will also provide a crisp, clean edge around native grass areas.
- Staff will vary mowing patterns based on direction from his/her immediate supervisor. Staff will ensure that all cutting patterns will blend in properly with intermediate rough areas, greens aprons, tee banks, and bunker edges
- Staff will follow all the safety and the proper operational procedures that he/she has been trained on when mowing roughs. This includes; proper transportation, the unloading and loading of mowers, the mowing of the surface, and cleaning and service of the machine.

### **Natural Roughs, Lakes, Creeks, and all other environmentally sensitive areas.**

- These areas will be maintained in a manner that enhances their natural characteristics, while maintaining the playability and integrity of the golf course.
- All detail work that may include; mowing, weed eating, trimming, pruning, watering, or weed control, will be done under the direction of the appointed supervisor.
- All employees will be trained and knowledgeable of all environmental impact areas of the course including the state and federal laws that protect the water quality, as well as environmentally sensitive habitats. Staff work regime will reflect and recognize these restraints.

### **Bunkers**

- Bunkers will be spot raked regularly.
- Greens Bunkers are raked full regularly, depending on play and climatic conditions.
- Fairway Bunkers are raked full regularly, depending on play and climatic conditions.
- Prior to raking, any debris, grass, leaves, or weeds should be removed.
- Rake bunkers smoothly and carefully to maintain their firmness and playability.
- Sand is to be pulled up on the banks of bunkers at all times.
- Backside of Greens Bunkers and all Fairway Bunkers should be flush with the surrounding grass, while maintaining a clear and distinct difference between the

sand and the turf.

- Fill washouts and bare spots where needed and report areas needing major refilling of sand.
- Rakes are to be placed on the inside edge of the bunkers. Replace any damaged rakes.
- Bunkers will be edged regularly as needed.
- At times the bunkers may require raking by a mechanical rake. Operation of the equipment will follow all safe operating procedures to include; transportation, preparation of the surface, cleanup, and service.

### **Practice Area and Driving Range**

- The Driving Range tee will be mowed regularly, based on climatic conditions. Mow patterns will provide an aesthetic presentation to the clubhouse facility and superior practice surface.
- The Driving Range body will be mowed regularly, depending on climatic conditions. Target Greens will be mowed regularly. Mowing patterns will vary based on the aesthetic presentation.
- The Practice Area, which includes the Chipping Green and Practice Bunker, will be mowed regularly, based on climatic conditions. The Chipping Green will also be mowed regularly, depending on climatic conditions. Mowing directions will vary. The Practice Bunker will be raked and edged regularly. Ball marks will be fixed on the Chipping Green. Divots will be repaired.
- In maintaining these areas, Staff will follow all the proper and safe operational procedures (including not mowing range balls) that he/she has been trained on when mowing the practice facility. This includes safe transportation from the area to another, mowing all surfaces properly, and cleaning and servicing the mowing units.

### **Irrigation**

- The golf course shall be watered to fit the needs of the turf grass and to enhance its playability by maintaining its surfaces as firm as possible.
- Daily water usage records will be maintained by the Superintendent.
- The irrigation system and pump station will be inspected daily.
- All irrigation will be scheduled by the management team. Hand watering may be needed during the day in certain areas of the golf course.

- Periodic maintenance will be done to the irrigation system.

### **Detail Work**

- Edging, weed eating, trimming, leaf removal, or any job duty needed to enhance the playability and the aesthetics of the golf course will be done in a safe and efficient manner, based on training and operational directives. These include proper transport of equipment, its efficient use, time management of task at hand and cleanup, servicing, and storage of machinery.

### **Cultural Activities**

- All cultural activities scheduled on the golf course (fertilization, weed control, disease control, insect control, aerification, verticutting, topdressing, and over seeding) will be determined either during the planning of the annual golf calendar or well in advance, so as to not disrupt play.
- Aerification, if any, will be done in late spring and early fall on all turf surfaces of the golf course.
- Any secondary aerification or over seeding will be done selectively as needed or determined. The Golf Shop will be notified well in advance of these activities if they affect play.
- Greens and Tees will be top-dressed and verticut on an as-needed basis, to be determined by playability and thatch control. Notification to the Golf Shop and the membership will take place prior to these activities. These events will be scheduled as much as possible to not interrupt play.

### **Fertilizers and Chemical Applications**

- Basic fertilizer schedules are to be established based on soil tests to maintain healthy turf and adjusted to meet environmental conditions and water quality standards.
- Chemicals will only be used as a last resort and only in a controlled supervised manner.
- All personnel responsible for fertilizer or pesticide applications on the golf course will at all times be aware of our environmentally sensitive areas, such as lakes and creeks; and the proper application in which fertilizer or pesticide applications must be made per any environmental regulations.

### **Sand and Seed**

- Sand and seed will be kept on-site to be used for reseeding and topdressing as needed.



## **Material Stockpiles**

- Material stockpiles will be kept neatly separated in designated areas.

## **Fuel and Chemical Storage Shed**

- Fuel and chemical storage will be kept secured and maintained to meet all federal, state, and local requirements. Any major spills will be contained in the proper fashion and cleaned up, based on state and federal regulations. The proper authorities will be notified of such an event happening.
- A list of all hazardous chemicals in the work place, their SDS sheets and labels, will be kept on file.

## **Flowers and Shrubs**

- Flowerbeds and plants will be maintained and periodically replaced to maintain blooming color and neat appearance.

## **Lighting and Signage**

- Lighting will be maintained to provide nighttime and early morning safety in and around the maintenance building, entrance gate, and clubhouse structures.
- Signage will be maintained in good repair and kept clean and neat in the building areas and on the golf course.

## **Safety Procedures**

- A comprehensive set of Safety Procedures shall be adhered to regarding equipment operation, handling of fertilizer and pesticides, and emergency response.
- Other procedures will be followed in accordance with OSHA safety programs.
- Mandatory safety meetings will be conducted.

## **Licenses and Permits**

- Licenses and Permits will be kept current and filed.

## EXHIBIT "C"

### Equipment Inventory

Description	Acquisition Date	Vendor/Mfg	Quantity
4*4 Utility Vehicle - Range	06/30/2006	EZ-Go Textron	1.00
78" Tow Type Aerator	06/20/2006	Turfstar	1.00
Aerothatch 83 Seeder	06/30/2004	Turfstar/Toro	1.00
Aerothatch 83 Seeder	06/09/2008	Turfstar	1.00
Ball Washer & Picker	08/04/2008	Derone	1.00
Bedknife Grinder	06/13/2008	Ideal/Turf Equipment	1.00
Club Car Carts (2012)	07/22/2012	Club Car	90.00
Core Harvester	06/14/2006	Cushman/HV Carter	1.00
Core Harvester	06/16/2006	HV Carter	1.00
Driving Range Mats	01/15/2010	Fore Par	1.00
EZ Go Picker	02/20/2011	EZGo	1.00
EZ-Go MPT1200 Utility Cart	06/30/2006	EZ-Go Textron	1.00
EZ-Go MPT1200 Utility Vehicle (2)	06/30/2006	EZ-Go Textron	2.00
Fire Sprinkler System	02/15/2010	Overhead Fire	1.00
Food Slicer	06/29/2006	Hobart/US Foodservice	1.00
Gator Tractor (2)	06/26/2003	Nevada Power Products	1.00
GM4000 Rough Mower 2008	05/27/2008	Turfstar	1.00
Golf Buddy GPS	06/12/2008	Golf Buddy	41.00
Golf Cart	07/01/2007	EZGO	1.00
Greens Mower (2004) GM-3250	06/30/2004	Turfstar/Toro	1.00

<b>Description</b>	<b>Acquisition Date</b>	<b>Vendor/Mfg</b>	<b>Quantity</b>
Greens Mower (2004) GR3150	06/30/2004	Turfstar/Toro	1.00
Greens Reels	06/09/2011	Turf Star	1.00
Greens Roller 2011	05/10/2011	Mid Cal Tractor	1.00
Groomer Reels (3250)	06/26/2008	Turfstar	1.00
GroundMaster 3250 2008	06/26/2008	Turfstar	1.00
Grounds Master 4500-D Rough Mower	09/30/2005	Turfstar	1.00
Groundsmaster 4700-D	01/27/2012	Turf Star	1.00
Honda Wide Spin Topdresser 11HP	07/22/2004	HV Carter	1.00
Hose Crimper	06/09/2006	Hose Fittings	1.00
Ice Machine	04/24/2006	US Foodservice	1.00
Kitchen upgrades (Keg Cooler & Sink)	01/12/2011	Next Day Gourmet	1.00
Legacy SO2 Generator, Model 900	06/02/2006	SO2 Solutions	1.00
National Hydro 84" Triplex Mower	10/20/2005	National 8400/HV Carter	1.00
Peerless Reel Grinder	06/19/2008		1.00
Procore 648 Aerater	06/28/2007	Turfstar	1.00
Procore 648 Aerator	06/28/2007	Turfstar	1.00
Procore Aerator 660	10/13/2005	Turfstar	1.00
Radio System	04/23/2003		1.00
Range Ball Machine	03/29/2004	FOREPAR/Rangeland	1.00
Range Dispenser	05/01/2008	Fore-Par	1.00
Range Picker	07/30/2003	Rangeland/Forepar	1.00
Reelmaster 5510 Fairway Mower 2008	06/06/2008	Turfstar	1.00

<b>Description</b>	<b>Acquisition Date</b>	<b>Vendor/Mfg</b>	<b>Quantity</b>
Replace Heaters	12/23/2004	Gardner Mechanical	1.00
Rough Mower 4500D	04/13/2004	Turf Star - GM4500-D	1.00
Sand Pro Trap Rake	06/13/2006	Turfstar	1.00
Security Cameras	02/11/2011	GovConnection - Axis	1.00
Shop Lift	06/01/2006	Napa	1.00
Surveillance System	02/24/2005	FCC	1.00
Tee Mower (2004) GM-3250	06/30/2004	Turfstar/Toro	1.00
Textron Utility Cart	06/07/2005	EZ-Go	1.00
Textron Utility Cart	06/07/2005	EZ-Go	1.00
Thatchaway Supa-System (Verticut Reels)	05/27/2004	TurfStar/Toro	1.00
Turfco WS1530 Topdresser	06/16/2006	Turfco/HV Carter	1.00
Upgrade Televisions	06/10/2008	Gov Connection	1.00
Verti-Drain Aerator	06/12/2003	HV Carter	1.00
VoIP Phone System	07/16/2008	AT&T	1.00
Workman 3300 Diesel 2WD, 2005	10/13/2005	Turfstar	1.00