

**GOLF MANAGEMENT LICENSE AND SERVICES
WASHOE GOLF COURSE**

TABLE OF CONTENTS

1.	RECITALS	4
2.	SCOPE OF SERVICES	4
3.	TERM	4
4.	BUSINESS LICENSE	5
5.	STATUS OF CONTRACTOR	5
6.	DUTIES AND SERVICES TO BE PROVIDED BY CONTRACTOR	5
7.	SERVICES AND FACILITIES TO BE PROVIDED BY COUNTY	9
8.	PROFESSIONAL STANDARDS APPLICABLE TO GOLF PRO	9
9.	MARKETING AND ADVERTISING	9
10.	HOURS OF OPERATION – PRIORITIES.....	9
11.	ESTABLISHMENT OF RATES	10
12.	COLLECTION OF RECEIPTS AND ACCOUNTING.....	10
13.	PERFORMANCE BENCHMARKS	12
14.	IRRIGATION AND WATER RESOURCES	12
15.	ENERGY CONSERVATION	13
16.	PERFORMANCE BOND.....	13
17.	FIXTURES	13
18.	PREFERENTIAL TREATMENT	13
19.	RELATIONSHIP WITH COUNTY, COOPERATION	14
20.	NOT CONTRACT OF LEASE	14
21.	INSURANCE REQUIREMENTS, DAMAGE AND RESTORATION.....	14
22.	PROPERTY INSURANCE	15
23.	HAZARDOUS SUBSTANCES AND MATERIALS.....	16
24.	CONTRACTOR'S USE AND POSSESSION OF PREMISES	16
25.	ALTERATIONS AND IMPROVEMENTS BY CONTRACTOR	17
26.	OWNERSHIP OF EQUIPMENT AND FURNISHINGS	18
27.	LICENSES AND PERMITS	18
28.	LIENS	18
29.	CESSATION OF OPERATIONS	19
30.	VACATION OF THE PREMISES.....	19
31.	NONDISCRIMINATION.....	19
32.	RIGHT OF CANCELLATION	20

33.	ASSIGNMENT	20
34.	DEFAULT	21
35.	THIRD PARTY RIGHTS	21
36.	EXCLUSIVE	21
37.	NOTICES.....	21
38.	NOTICE TO PROCEED	21
39.	EXTENSION OF SERVICES	21
40.	REOPENER.....	21
41.	GOVERNING LAW.....	22
42.	DRAFTING PRESUMPTION.....	22

EXHIBITS

Exhibit A	Insurance Requirements
Exhibit B	Golf Course Operation, Maintenance and Performance Standards
Exhibit C	[Reserved]
Exhibit D	Compensation

AGREEMENT FOR LICENSE AND PROFESSIONAL MANAGEMENT SERVICES AT WASHOE GOLF COURSE

This Professional Management Services AGREEMENT (the “Agreement”) is entered into in 2021 by and between Washoe County, a political subdivision of the State of Nevada (the “County”), and Bell-Men Golf, Inc. (the “Contractor”).

W I T N E S S E T H

1. RECITALS

The County 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 as shall be necessary, required or desired, for and on behalf of the County.

2. SCOPE OF SERVICES

During the term of this Agreement, Contractor shall have the exclusive right and license at the Washoe Golf Course (the “Golf Course”) to operate and manage all parts of Golf Course. 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; maintain all the golf course property, operate, manage and supervise daily play, golf shop, food and beverage services for golfers and golf-related events, driving range and putting practice greens, maintenance facilities, club house and infrastructures on the property; provide lessons, choose and maintain all play and maintenance equipment, advertise and promote public play and the sale of merchandise and services.

3. TERM AND LICENSE FEE

3.1 The term of this Agreement begins on the date of approval by the Board of County Commissioners, or its designee, or July 1, 2021, whichever is earlier and ends on December 31, 2025.

3.2 The parties agree to meet at or near the beginning of the 4th year of the term of this Agreement and the 4th year of any extended term of the Agreement to discuss and negotiate changes that are needed for any material changes in circumstances such as drastic regional economic changes, significant changes in water supply, significant issues related to performance of the Agreement or changes to the compensation outlined in Exhibit D. Any changes which result from those meetings will be added to this Agreement by an addendum.

3.3 This Agreement is subject to two, 5-year extended terms for a total of 10 years in addition to the initial 5-year term. Each additional extended term commences upon the expiration of the prior term without action of either party. If the parties cannot come to agreement over any material changes needed as provided for by paragraph 3.2, either party may

give notice of the intent not to extend the agreement which must be delivered in writing at least 180 days prior to the end of the term of the Agreement or any extension period.

3.4 Compensation for services rendered to the terms of this Agreement shall be in accordance with Exhibit D, attached hereto and incorporated herein.

4. BUSINESS LICENSE

Contractor shall be required to obtain a valid Washoe County business license prior to commencing performance on this Agreement.

5. STATUS OF CONTRACTOR

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 County.

6. DUTIES AND SERVICES TO BE PROVIDED BY CONTRACTOR

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

6.1 Contractor shall operate, manage, and maintain the course in a safe and efficient manner in accordance with established policies. All references to "maintain" refer to maintaining in its current condition, as generally manifested in photographs that have been concurrently provided to the County, or better and may be accomplished by Contractor or its agents or subcontractors. 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. Operate, manage, and maintain a satisfactory golf shop in a professional, up-to-date manner to include, but not be limited to, sales, rental, and repair of golf equipment, clothing, and accessories. Stock and maintain an inventory of golf related merchandise, supplies and equipment in keeping with demand. 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 is to be responsible for providing and meeting all necessary permits, fees, rules, and regulations for the sale of food or beverages and must maintain a passing rating as designated by the local health authority.

6.2.2 Contractor, with prior approval of Community Services Department Director (“Director”), 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. Professional and all staff (including cart staff) shall be required to wear matching uniforms, badges or other identifying attire.

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 providing competitive and affordable golf and recreational services. Contractor must annually inform Director of the intended fee structure for the upcoming year no later than November 1 of each year.

6.5 Contractor and staff shall be responsible for all reports, and other pertinent information to be delivered to Director or designee a minimum of monthly, by paper or electronic means of delivery.

6.6 All exterior view signage clearly visible from a public street must be approved by the Director. All interior signs shall be computer or print generated (absolutely no handwritten signs) and shall be neatly and prominently displayed.

6.7 Contractor and staff shall park only in areas designated by Director.

6.8 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.

6.9 Provide lessons and instructions in golf by a PGA Certified Teaching Professional. Contractor shall also provide all other services customarily provided by a golf professional in accordance with demand.

6.10 Operate, manage, and supervise the use of the driving range and all putting practice greens adjoining said course and control and regulate their use in such a manner as to eliminate or prevent hazards or dangers to any person

6.10.1 Furnish, without cost to Washoe County, all equipment 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.

6.10.2 Provide and maintain daily equipment, including mats, golf balls, token machines, yardage markers, for the driving range. Tee area shall be of a quality and quantity acceptable to the Director or designee. Any deficiencies will be noticed to the Contractor

in writing and shall be corrected immediately or, in the case of replacement of equipment or golf balls, within thirty (30) days.

6.11 Provide and supervise all starter and player activity functions, collect green fees and coordinate player starts, and furnish, at no cost to Washoe County, suitable and qualified personnel in adequate number to insure efficient performance of such duties.

6.12 Effectively advertise, market and promote public and tournament play at the Golf Course and the sale of golf-related merchandise and services.

6.13 Furnish and maintain proper facilities, equipment and devices for the minor repair of golf equipment.

6.14 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. All carts shall be maintained in good operating condition. The exterior and interior of all carts shall be maintained in a clean condition.

6.15 Assume full responsibility and expense for all electric, gas and water utilities, sewer, garbage, telephone service, intrusion alarm monitoring including repair, cable TV, internet service and computer server, electrical or gas cart service, rental lockers and maintenance of all cart storage areas. The responsibility for these services includes the duty to repair.

6.16 Provide all portable display platforms, signs, equipment and/or devices for the purpose of advertising or demonstrating the services, merchandise and/or equipment for sale or rent in the pro shop.

6.17 Maintain stocks of golf merchandise, golf supplies and equipment in keeping with the demand.

6.18 Contractor shall be responsible for the preparation and submittal of liability/property loss reports, monthly cash and rounds of play reports, and other reports common to the operation of the business and/or as reasonably requested by Washoe County, by paper or electronic means of delivery.

6.19 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

6.20 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 a golf course at a Washoe County facility.

6.21 Comply with all applicable ordinances, laws, rules, and regulations of the county, city, 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, including but without limiting the generality of the foregoing, such rules and regulations of Washoe County as are consistent with the rights herein granted to the Contractor.

6.22 Upon termination of the resulting Agreement, surrender Washoe County property in as good condition as when received, ordinary wear and tear excepted.

6.23 Operate and manage golf course on Contractor's own credit and hold harmless Washoe County from any and all claims, demands or liability on account thereof. Washoe County shall not be responsible for any debts incurred by the Contractor in the performance of any resulting Agreement.

6.24 Provide and maintain a golf driving range, including turf, sprinkler and screening maintenance and repair.

6.25 Maintain all golf course holes, landscape and planted areas which are part of the course.

6.26 Provide such signs and posters it shall deem necessary for public safety and convenience.

6.27 Provide scorecards, starting sheets, reservation sheets and all other items incidental to business on the golf course.

6.28 Maintain parking areas for the use of the general public.

6.29 Maintain the course to acceptable professional turf maintenance standards contained in Exhibit B, realizing the course is an asset of Washoe County. Quality of the course maintenance is also an important aspect to overall operation.

6.30 Maintain all facilities located on the real property that constitutes Washoe Golf Course in good repair and function, including without limitation, the club house maintenance buildings and yard; irrigation system, including filters, and pumping facilities. Contractor is responsible for repairs and maintaining all improvements and modifications to 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 25 "Alterations and Improvements by Contractor", at his own expense.

6.31 Provide all janitorial services and equipment to all areas of the golf course.

6.32 To provide for its efficient operation maintain off-site irrigation reservoir facility, including without limitation, debris removal from pond, ditch head gate and water delivery system between ditch and pond; fencing; and weed removal inside fenced area.

6.33 Maintain off-site water well to ensure proper operation, including without limitation, electrical, plumbing, pump, casing, and meter.

6.34 Own and maintain all necessary computer systems, connections, and point of sale systems required for the operation of the Course.

7 SERVICES AND FACILITIES TO BE PROVIDED BY COUNTY:

7.1 Keep in good order, condition and repair the foundations; structural condition of exterior walls and interior bearing walls; exterior roofs; and street to building sewer, gas and water lines of the clubhouse and maintenance shops.

7.2 Provide an annual compliance review of the Agreement. The review shall be conducted by a certified public accountant licensed by the Nevada State Board of Accounting and will include testing for compliance with special or defined procedures developed by public accountants and Washoe County.

8 PROFESSIONAL STANDARDS APPLICABLE TO GOLF PRO

Golf Professionals hired by Contractor are required to maintain the status of a Professional Golf Association (PGA) certified Class A Professional during the term of this Agreement, a Golf Course Superintendents of America (GCSA) certification, and any renewals thereto. In addition, Contractor shall operate and manage the Golf Course in accordance with the Code of Ethics of the PGA, GCSA and County.

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 After the first year of this Agreement, Contractor shall, on or before January 31 of each year during the term of this Agreement, submit or make a presentation to County an annual sales and marketing plan for the Golf Course. County shall have the right to comment upon and make suggestions with respect to said plan, provided, however, while Contractor shall consider all of County's suggestions and comments, Contractor shall not be obligated to implement the same.

9.2 Contractor is aware that this is a public golf course, and as such, is expected to use discretion in the choice of advertising and marketing to ensure its appropriateness. County retains the right to request removal of advertising or marketing that it deems inappropriate as determine by the County's adopted Code of Conduct for County employees and officials.

10 HOURS OF OPERATION

Contractor shall devote adequate staff and personal attention to operate and manage a modern and efficient golf course.

10.1 The pro shop, driving range and food and beverage services shall be kept open whenever course is open for play except when those facilities need to be closed for maintenance, servicing, or repair.

10.2 Contractor shall recommend to the Director for approval an annual schedule setting forth the minimum hours during the year (weather permitting) when the Golf Course shall be open for play. Contractor is responsible for opening and closing security gates. Contractor is responsible for the security of Golf Course facilities and assets during all times it is closed.

10.3 Contractor or his assistant shall be available at all such scheduled times to give lessons and instructions in golf and to serve the public.

11 ESTABLISHMENT OF RATES

11.1 The Contractor shall determine green fee rates by a survey of green fees in Washoe and Carson Counties, Nevada at comparable daily fee golf courses. The survey shall be conducted every year and shall include a wide sampling of publicly owned municipal and privately owned daily fee courses with a comparable (i) quality of physical improvements, and (ii) maintenance standards ("Comparable Golf Courses"). The green fees shall be shown on the survey.

11.2 Unless otherwise specifically approved by the County, the rates for services (including green fees) charged at the Golf Course shall not exceed 110% of the average fee as calculated in the survey described above provided that in no event shall green fees ever be required to be reduced from the amount charged for green fees in the previous year.

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 either the Golf Course, exclusive of tournament play.

12.2 Contractor(s) 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; limit the amount of cash and cash equivalences on site through regular banking procedures.

12.3 During the term of the contract, Contractor shall provide view access to all bank accounts established for the deposit of Golf Course revenue to the County.

12.4 Contractor shall submit to County, monthly reports of rounds of play and gross revenue, which will include green fees, advance reservation fees, annual and ticket sales, annual surcharge, cart income, cart usage, tournament income, driving range income, pro shop sales, lessons, food sales, beverage sales, catering in addition to all other items of receipts, and will state that sign-up sheets, cash register tapes, and daily statement of receipts have been reconciled and are in agreement.

12.4.1 Contractor(s) shall be responsible for and explain any overages or shortages for the period.

12.5 Contractor(s) 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.

12.6 Contractor(s) agrees to install and maintain a system of accounts acceptable to County and its auditors.

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

12.6.2 Accounting records and supporting documents shall be available on the schedule(s) required by the County's internal and external auditors. If Contractor fails to provide the required records and supporting documents, or provides inadequate information within the times specified herein, Contractor agrees to pay any additional charges incurred as a result of the delay in the completion of an audit.

12.6.3 At County's expense, Director reserves the right to authorize management audits, or other studies and reviews of Contractor's operating procedures, accounting and controls that are deemed desirable.

12.6.4 Contractor(s) shall be responsible for retaining all financial records for a minimum of seven (7) years from the date of creation of the record.

12.7 Contractor and 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.

12.8 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 County and its audit teams. County shall have the authority to request

Contractor to replace accountant and/or bookkeeper if unsatisfactory response to scheduling requirements are demonstrated and/or consistent.

13. PERFORMANCE BENCHMARKS

Performance benchmarks and completion dates have been established in section 9 “Marketing/Advertising” and section 25 “Alterations and Improvements by Contractor.”

13.1 County shall utilize a “report card” for evaluation purposes. County reviews shall be conducted two times each year.

13.2 Failure to meet benchmarks and specific performance dates may result in additional reviews.

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, the financial viability review and the extent and nature of management and auditing concerns provided through annual financial audits, and customer satisfaction as measured by various sources such as the community section on Golf Course website, social media reviews (such as Yelp), and reports made by the Men’s and Women’s Clubs of Washoe Golf Course.

14. IRRIGATION AND WATER RESOURCES

14.1 County is the owner of Truckee River surface water rights supplied to an off-site irrigation reservoir from the Steamboat Ditch. Contractor shall have use of up to 300 acre feet of Washoe County surface water rights. Contractor will be responsible for all costs associated with the use of the surface water. The annual cost to Golf Course of surface water is approximately \$30,000, payment of which is the responsibility of Contractor through County. County will invoice Contractor actual costs, and invoice will be payable within 15 days of receipt. If the County has or obtains additional surface water rights or reclaimed water that are deliverable to the Golf Course through an irrigation ditch or other county-owned conveyance, and upon the request of the Contractor, the County may supply more than 300 acre feet of surface water. The parties shall agree in advance as to the cost of supplying any such additional water prior to its use, if any.

14.2 County is the owner of 70 acre feet of annual ground water rights supplied to Golf Course through an off-site well under permit number 59179. Contractor shall have full use of Golf Course ground water rights as a supplemental water source. There will be no fee associated with the use of ground water rights. Contractor will be responsible for all utilities; pumping, operational, repair and replacement costs associated with the use of the well and associated ground water rights. County shall not transfer or sell the 70 acre feet of ground water rights from Golf Course during the term of this Agreement.

14.3 During drought conditions the irrigation at the course can successfully be reduced by 41% of normal. This is accomplished by utilizing ground water and Truckee Meadows Water

Authority ("TMWA") irrigation service to the off-site irrigation reservoir. Water usage at the course in drought conditions for calendar year 2015 was approximately 219 acre feet.

14.4 In the event of drought conditions resulting in less than a 45% allocation of steamboat ditch water as determined by the Federal Water Master, County has water utility service provided by TMWA to the off-site irrigation reservoir. The County does not have any permanent or guaranteed water rights assigned or associated to this service. The County does not guarantee that TMWA will provide water through this service, and water delivery through this service is at the sole discretion of TMWA. If conditions warrant use of this service, Contractor must notify County, and County and Contractor will work cooperatively to develop an irrigation plan. The plan will include, but not be limited to, irrigation reduction, responsibility of costs, and fee adjustments necessary to maintain the Golf Course asset.

15. 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.

16. PERFORMANCE BOND

Contractor shall be required to provide a performance bond, in a form acceptable to Washoe County in its sole discretion, issued by an insurance company qualified/licensed to do business in Nevada, in the amount of One Hundred Thousand Dollars (\$100,000). Said bond must name Washoe County as sole obligee. Said bond will be released at the expiration or termination of the resulting Agreement, provided the Contractor has fully and completely performed under the Agreement.

The County may resort to the Performance Bond as provided in section 32.

17. FIXTURES

17.1 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 Washoe County upon the termination of Agreement.

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

18. PREFERENTIAL TREATMENT FORBIDDEN

18.1 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.

18.2 Complimentary rounds and other services and charges are at the discretion of the Contractor and shall relate to business purposes such as advertising and promotion of the golf course, exposure of the golf course to suppliers, contractors and vendors who may serve the golf course and courtesies extended by Golf Professionals to their peers.

19. RELATIONSHIP WITH COUNTY, COOPERATION

Contractor shall be accountable in all of its operations to the Director or designee. County recognizes and acknowledges that Contractor will need the assistance and cooperation of County in order to properly perform and fulfill Contractor's covenants and obligations under this Agreement. Therefore, County 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. County 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 County, subject to the terms of this Agreement and all applicable laws.

19.1 Contractor shall also cooperate with other County Departments in matters related to the Golf Course.

20. NOT CONTRACT OF LEASE

It is understood and agreed that the Golf Course is not leased to Contractor, that he is a licensee and not a lessee thereof; that his right to occupy and operate the same, as granted herein, shall continue only so long as each and all undertakings, provisions, covenants, agreements, stipulations and conditions herein contained are strictly complied with. Nothing in this Agreement shall grant any right, title or interest in Golf Course to Contractor.

21. INSURANCE REQUIREMENTS, DAMAGE AND RESTORATION

21.1 See Exhibit "A" for insurance requirements for contractors of the County.

21.2 Damage and Restoration

21.2.1 Total Destruction: If the buildings or other improvements on the Premises licensed under this Agreement should be totally destroyed (i.e., damage in excess of partial destruction as defined in Section 21.2.2) 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) cooperate and not unreasonably interfere with the County should the County elect to repair and restore the Premises.

21.2.2 Partial Destruction: If the buildings or other improvements on the Premises licensed under this Agreement should be partially damaged by fire or other casualty or a force majeure event, then Contractor shall, subject to the availability of insurance

proceeds (it being understood and acknowledged that Contractor shall have no obligation to repair or restore any portion of the Premises if insurance proceeds are not available to fully restore the same), cooperate and not unreasonably interfere with the County on the restoration of the buildings, improvements in a good and workmanlike manner to a condition as good as or better than the condition in which the buildings, and improvements 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, and improvements 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 received by the County are not sufficient to fully restore the Premises, then Contractor may terminate this Agreement upon written notice to County in which event the parties shall have no further liability hereunder. In addition, notwithstanding anything in this Section 21.2.2 to the contrary, if, as a result of the partial destruction of the Premises, County 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.

21.2.3 Damage During the Last Two Years of the Agreement Term: Notwithstanding the provisions of Section 21.2.2 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 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 21.2.2 above.

22. PROPERTY INSURANCE

As the owner of the Golf Course property, County maintains insurance covering damage to its property. This requirement may be satisfied through a program of self-insurance. Any such insurance shall be for the sole benefit of the County and Contractor shall have no claim to any proceeds there from except as otherwise expressly provided herein. The County is not required to use the proceeds for reconstruction or repair if it its sole discretion the County elects to cease providing a County golf course on the premises.

22.1 Contractor shall secure insurance covering its personal property, supplies and inventories at his 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 course. In addition, Washoe County has established specific indemnification and insurance requirements for agreements with contractors to help ensure that reasonable coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that contractors are

aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit A, Pages 1-4, is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this agreement.

23. HAZARDOUS SUBSTANCES AND MATERIALS

23.1 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.

23.2 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.

23.3 Contractor shall immediately report all spills of hazardous substances to the Washoe County District Health Department; the Community Services Department; and the Washoe County Risk Manager or Safety Officer.

24. CONTRACTOR'S USE AND POSSESSION OF PREMISES

24.1 The Golf Course premises and all other improvements thereon shall be used by Contractor to provide professional golf services. It is understood and agreed that the said premises shall be used by Contractor during the term of this Agreement only for the above stated purposes and for direct ancillary uses with the prior written approval of the County, and for no other purposes or uses whatsoever.

24.2 Contractor will not make or permit any use of the said premises 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 premises, use the premises for any illegal purpose, or permit a nuisance on the premises.

24.3 In the event that Contractor uses these premises for any purposes not expressly permitted herein, the County may terminate this Agreement, subject to the curative periods set forth herein, and without notice to Contractor restrain such improper use by injunction or other legal action.

24.4 Quiet Enjoyment

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

24.5 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 Premises 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 Premises 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 Premises 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 Premises as provided in Section 2 of this Agreement, it is agreed that Contractor may elect, within one hundred twenty (120) 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 Premises. 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 Premises substantially interferes with Contractor's use of the Premises 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.

25. ALTERATIONS AND IMPROVEMENTS BY CONTRACTOR

25.1 Contractor has inspected the premises and hereby accepts the premises 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 belonging to County located at the Golf Course without prior written consent of the Director. Except as otherwise provided in this Agreement, Contractor shall, at its sole cost, maintain and repair the Premises in accordance with the maintenance standards set forth on Exhibit "B" attached hereto.

25.2 In the event that Contractor wishes to make improvements to said real property, it may do so with the prior approval of the County utilizing funds accumulated in the Capital Improvement Fund, unless otherwise agreed upon by both parties, and satisfying all statutory and code requirements of applicable governmental entities including the provisions of NRS 338, if applicable as determined by the County. Such improvements paid from the funds accumulated in the Capital Improvement Fund will be owned and insured by County.

25.3 All improvements by the Contractor 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 premises and said improvements free and clear of liens for labor and materials and shall hold the County harmless from any responsibility in respect thereto.

25.4

25.4.1 Notwithstanding the County's duties under Section 7, with the approval of the Director, Contractor may repair or replace major structures using the Capital Improvement Fund.

25.4.2 The HVAC system for the clubhouse is known to be near the end of its useful life and the County will replace it in a future County budget year. The

County which has experience in its operation and past repairs will continue the maintenance of the HVAC until it is replaced by the County. After replacement, the Contractor shall assume responsibility for maintenance and repair.

25.4.3 The bridges on the Golf Course that traverse irrigation ditches are of various ages and conditions. The Contractor agrees to maintain the bridges in useable condition including replacing damaged wood planks. If a bridge fails so as to become unusable or sustains major damage, Section 21 of the Agreement applies to its restoration or replacement.

25.4.4 The cart barn adjacent to the clubhouse is in need of substantial repair to the roof, siding and fascia. With the approval of the Director, the Contractor shall utilize the first two quarterly payments into the Capital Improvement Fund during the first year of the Agreement described Exhibit D for the repair and restoration of the cart barn.

26. OWNERSHIP OF EQUIPMENT AND FURNISHINGS

26.1 All furnishings and equipment installed on the premises by the Contractor shall be personal property and Contractor shall have legal title thereto during the term of this Agreement.

26.2 Title to all supplies, furnishings, inventories, and removable equipment and other personal property not originally provided by the County shall remain the Contractor's, and Contractor shall have the right to remove such items, excepting licenses, from the premises without damaging the premises 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 County.

26.2.1 Contractor shall consider any reasonable offer to buy the above items from the County upon expiration or termination of this Agreement.

26.3 If Contractor is in default, all items listed in Section 26.1 shall automatically vest to the County to offset any real or anticipated damages.

27. 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 premises.

28. LIENS

28.1 Contractor will not permit any mechanics, laborers or material man's liens to stand against the premises 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 premises, 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 County reasonable security as may be demanded by the County to ensure payment thereof and prevent sale, foreclosure or forfeiture of the premises 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 County, or Contractor may "bond off" the lien according to statutory procedures.

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

29. CESSATION OF OPERATIONS

In the event County, for any reason, determines through its Board of County Commissioners at a duly-noticed public meeting not to continue to operate the Golf Course as a golf course and driving range open to the general public, this Agreement shall terminate, and in such event, Contractor agrees to hold the County free from any charge or penalty provided for in this Agreement.

30. 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 County shall deliver to Contractor. The notice shall provide for not less than thirty (30) days in which to vacate, except in cases where continued presence of Contractor would cause immediate injury or damage to the County or other persons, in which case vacation may be immediate.

30.1 Upon the expiration or earlier termination of this Agreement, Contractor shall return the Personal Property initially provided by County and which is not fully depreciated or past its useful life in the same or better condition than when it was received by Contractor. Contractor agrees to have all personal property, fixtures, and equipment appraised at the time this agreement is executed and supply owner with a schedule and current value of the same. At the termination of this agreement Contractor shall have a second appraisal performed and provide it to County. The total value of the personal property, fixtures and equipment (hereinafter "equipment") to be returned to County must be of equal or greater value to the initial appraised value adjusted for inflation and depreciation. During the term of this agreement Contractor shall purchase or otherwise acquire replacement equipment as required and shall maintain the existing equipment for as long as feasible.

31. NONDISCRIMINATION

In accordance with NRS 338.125, in connection with the performance of work under the resulting Agreement, the Contractor agrees not to discriminate against any customer, guest, 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. Further, Contractor agrees to insert this nondiscrimination provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

32. RIGHT OF CANCELLATION

Each party may terminate this Agreement for any of the following reasons:

32.1 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 thirty (30) days in the case of any cause other than failure to make payment, the notice shall be null and void.

32.1.1 If the Contractor is more than thirty (30) days past due on any fees owed to the County under this Agreement, the County may submit a claim against the Performance Bond. If the County is not made whole from the proceeds of the Performance Bond within sixty (60) days of submission of the claim, the County reserves the right to terminate and cancel the Agreement without waiving its rights to recover against the Performance Bond. The County shall continue to submit claims against the Performance Bond for any and all subsequent periods of nonpayment, and shall have the right to terminate the Agreement if such claim is not paid within sixty (60) days of submittal of all subsequent claims, until the face amount of the Performance Bond is exhausted, at which time the County will have the right to cancel the Agreement without further notice and without waiving its right to collect from the Performance Bond.

32.2 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.

32.3 In addition to all other rights herein, County 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, or should the other party have commenced against it any proceeding, suit or action in bankruptcy or receivership provided such proceeding, suit or action is not dismissed within thirty (30) days.

32.4 Upon notice of cancellation, Contractor shall be required to continue fulfilling its obligations under this Agreement until other satisfactory arrangements are completed by the County, not to exceed ninety (90) days.

33. ASSIGNMENT

No assignment of any agreement resulting from award of this bid shall be allowed, including the right to receive payment, without the express written permission of Washoe County.

34. DEFAULT

Termination for default shall result in proceedings against the Contractor, which may result in its being debarred from providing services to County for a period not less than five (5) years after the expiration date of the defaulted Agreement. In addition, the defaulting Contractor may be charged for any additional cost to County for the provision of services as defined in Section 2 "Scope of Services" for the remaining term of this Agreement.

35. 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.

36. EXCLUSIVE

This is an exclusive agreement between Washoe County and Contractor during the term of the agreement.

37. NOTICES

Except as otherwise specified, all notices under this Agreement shall be in writing.

Notice to Contractor shall be addressed to:

Bell-Men Golf, Inc.
2601 Foley Way or P.O. Box 2186
Reno, Nevada 89509 or Reno, Nevada 89505

Notice to County shall be addressed to:

Washoe County Community Services Department
c/o CSD Director
1001 E. Ninth Street, Bldg. A
Reno, NV 89512

38. NOTICE TO PROCEED

Approval by the Board of County Commissioners of this Agreement constitutes a Notice to Proceed.

39. EXTENSION OF SERVICES

Contractor may be required to continue performance of services beyond the expiration date of this Agreement, upon the County's request, at the rates specified in this Agreement. The total extension of any performance hereunder shall not exceed six (6) months. Any extension to this Agreement shall be in writing and signed by both parties.

40. REOPENER

In addition to the provisions of Section 3 of this Agreement the parties reserve the right to renegotiate any part of this agreement from time to time based on unforeseen conditions.

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; they are not part of this Agreement and shall not 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.

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

BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

Date: _____

STATE OF NEVADA)
)ss.

COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2021
by _____.

NOTARY

LICENSEE

By: _____

Title: _____

Date: _____

STATE OF NEVADA)
)ss.

COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2021
by _____.

NOTARY