



## **Thanks for your interest in becoming a host site for an ESPN Regional Finals!**

We are anticipating additional growth for our event during 2010. For this reason we wish to use this package as a means to help us identify prospective locations that have an interest in hosting a Regional Finals. We offer no guarantees to your selection, as we don't know specific geographic locations needed.

If you are considering offering your talents and course we want to give you a brief overview of what is expected from our Regional Sites:

- It is important to us that we enhance the experience each participant receives when attending the Regional Finals. Clearly we require a first class operation that will greet our players and help with their bags once on site.
- Quality Golf Course – not necessarily lengthy
- Professional Tournament Management, including scoring and awards
- Registration of players and checking of Net Players handicap indexes vs the index that we assigned for each Net player
- Distribution of rules to players
- Distribution of Tee Gifts and/or sponsor fulfillment
- Range balls/fees included for each player
- Food and beverage – Your decision, but we do want to include something for all players that will be appreciated

We consider a number of factors when choosing a Regional Site. Some of the factors include:

- Success of Local Event (all Regional sites are required to have participated in a Local)
- Geographic proximity to Local Sites that will be assigned
- Past participation with the ESPN National Golf Challenge
- Price
- Commitment of Host Professional to encourage participation of additional courses located in their region

Basically, the Regional Finals is the equivalent of the National Finals for the vast majority of our Local Site winners and we want to feel confident that they have only good things to say about the entire experience at the Regional Finals.

In order to be considered you must complete and fax the "Request to Host an ESPN Regional Tournament" form, and if selected we will need you to complete and return the "Regional Tournament Agreement" pages. Please feel free to give us a call at 704-973-5074 should you have any questions.



## Request to host an ESPN Regional Tournament

Completion of this form DOES NOT guarantee you will be selected as a Regional Tournament Site. This form indicates your interest in being considered for possible selection.

\*Required Fields.

### Tournament Manager

\*First Name: \_\_\_\_\_ \*Last Name: \_\_\_\_\_  
\*Title: \_\_\_\_\_ \*Contact Phone: \_\_\_\_\_  
\*Email Address: \_\_\_\_\_  
\*Facility Name: \_\_\_\_\_  
\*Address: \_\_\_\_\_  
\*City: \_\_\_\_\_ \*State: \_\_\_\_\_ \*Zip: \_\_\_\_\_

\*Geographic Location in State? **Central, NW, NE, SW or SE**

\*Facility Phone: \_\_\_\_\_  
\*Fax: \_\_\_\_\_

\*Proposed Regional Finals Tournament Date: **August 8, 9, 15, 16, 22, 23**

### **Regional Finals Sites are required to provide the following:**

#### Proposed Fee includes:

- Professional Tournament Management (including scoring and awards)
- Green Fees
- Cart Fees
- Range Balls
- Food and Beverage (Box Lunch or Buffet)
- All applicable taxes and gratuities

**\*Total Fee to ESPN NGC \$ \_\_\_\_\_ per participant**

If you are selected to host a Regional Tournament, we will need you to complete and fax a copy of the Regional Tournament Agreement (included in this package).

**Please fax this form to: 704-973-5101**



## REGIONAL TOURNAMENT AGREEMENT

This agreement ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2010, between ESPN Regional Television, with primary offices at 11001 Rushmore Drive, Charlotte, NC, 28277 ("ERT"), and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and having offices at \_\_\_\_\_ (hereinafter referred to as "Host Organization"). In consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### *TERMS AND CONDITIONS*

1. **Purpose of Agreement** Host Organization agrees to provide the use of its golf facilities, located at the Site (defined below), to ERT for the playing of the "ESPN National Golf Challenge" ("Tournament") in accordance with the terms and conditions set forth herein.
2. **Term** This Agreement shall have a term ("Term") commencing upon the date first written above and extending through the conclusion of the parties' performance in connection with the Tournament, anticipated to be not later than September 3, 2010.
3. **Description of Tournament** The pertinent facts and information respecting the Tournament are described as follows:
  - a. Type of Tournament. The Tournament is an amateur event comprising an anticipated minimum of 30 to 120 participants at each site.
  - b. Overview of Tournament: A regional finals tournament for amateur players, both male and female, anticipated to involve some 30 +/- golf courses nation-wide. Each golf course will conduct a Regional Finals Championship tournament on pre-selected dates in August/September 2010. A Team (or Teams) of finalists from each course will be eligible to compete, at their own expense, in the National Finals anticipated to occur in Las Vegas, NV (courses TBD) on October 21, 22 and 23, 2010 (the "National Finals").
  - c. Dates of the Tournament. The Tournament shall be held on a selected Sunday or Monday date beginning August 8, 2010 and concluding not later than August 30, 2010.
  - d. Site. The course ("Site") used for the Tournament hereunder shall be the \_\_\_\_\_, as to which the Host Organization represents and warrants that it has all necessary rights to stage and conduct the Tournament and related events and activities, as contemplated hereunder.
  - e. Starting Times. The proposed date of \_\_\_\_\_ and starting time of **8:00AM** shall be used for the Tournament at the Site. It is contemplated that the Host Organization shall make the Site available at all such times as necessary to accommodate the number of participants in the Tournament.
4. **Host Organization Responsibilities** The Host Organization shall be responsible for providing the following functions, supplies and equipment without charge to ERT:
  - a. Registration. The Host Organization shall provide a method of registration and Player Gift Package distribution for players ("Participants") as selected by the Host Organization.
  - b. The Host Organization shall be responsible for accounting for and remitting to ERT within Five (5) days following conclusion of the Tournament, any Entry Fees still outstanding (listing to be provided by ERT) and for providing a Participation Summary to ERT.
  - c. Staging and Conduct of the Tournament at the Site. The Host Organization shall be provided with Rules and other information pertaining to the staging and conduct of the Tournament. The Host Organization shall be responsible to stage and conduct the Tournament in accordance with the Rules and other information provided. In the conduct of the

Tournament, the Host Organization shall be responsible at all times for the enforcement of the Rules. In the event of an ambiguity in the Rules or that the Host Organization officials are not clear on the interpretation of a Rule, the Host Organization shall review the matter with ERT. ERT's determination on the matter shall be final.

- d. The Host Organization, at the request of ERT, shall provide up to eight (8) player spots at no cost for use by ESPN and/or sponsors of the Tournament.
- e. Tournament Management, Awards Presentation and Event Conclusion. The Host Organization shall provide complete Professional Tournament Management, including scorekeeping in a central location, Rules Officials, Awards Presentation, National Finals Registration Form completion by winning participants and event conclusion for all participants.
- f. The Host Organization shall post promotional and sponsorship materials (all as supplied or approved by ERT in its sole discretion), including banners, posters, and property advertising the Tournament and the sponsors of the Tournament in appropriate locations. ERT shall have the sole right to enter into sponsorship arrangements. On the day(s) of the competition, Host Organization shall place any hole-sponsor signs provided by ERT identifying the co-sponsors of the event on the appropriate holes and other locations at the Site.
- g. Open Access. Host Organization warrants and represents that it has, and shall continue during the Term of the Agreement, to provide access to its facilities to persons without regard to race, creed, or religion.
- h. The Host Organization represents and shall ensure that, unless ERT' consents thereto in advance in writing, no billboards, display or public announcements for any product or service, except as contemplated in subsection (e), above, will be visible or heard at the Site during the Tournament or ERT' coverage, if any, of the Tournament.
- i. ERT shall have full and unfettered access to the Site throughout the conduct of the Tournament.

**5. Greens and Cart Fees, Practice Range and Balls**

- a. The Host Organization acknowledges and agrees that its fees include to ERT, and are not in excess of the following:
  - i. Greens Fees: \$ \_\_\_\_\_ per participant
  - ii. Cart Fees: \$ \_\_\_\_\_ per participant
  - iii. Range balls: \$ \_\_\_\_\_ per participant per large bucket
  - iv. Food and Beverage \$ \_\_\_\_\_ per participant (Box lunch or Buffet at course option)
  - v. Tournament Management \$ \_\_\_\_\_ per participant

**Total Fee to ERT \$ \_\_\_\_\_ per participant**

and that there are no other fees for which Participants shall be responsible in connection with their participation in the Tournament.

**6. ERT Obligations.** So long as this Agreement remains in force, ERT agrees to provide (or arrange for the provision) to each Host Organization the following items and services in connection with the Tournament:

- A. Promotional posters and sign up boards for use in the clubhouse to promote the event utilizing the "ESPN" and other corporate sponsors logos, such materials to become the sole and exclusive property of each Host Organization immediately upon receipt by them, to dispose of as deemed appropriate in the sole discretion of the Host Organization;
- B. Listing on the official website, in national publications, and other media as a "Regional Finals Site" for the Tournament;
- C. Where available in local market areas and in ERT's discretion, additional promotion of the Host Organization using the ESPN Regional broadcast network and broadcast partners to create Event awareness and participation at each Host Organization;
- D. A complete set of rules governing the event (the "Rules");
- E. Tee gifts for all contestants in advance of the event;
- G. Support by the National Tournament Director to answer any questions and assist in the conduct and administration of the Tournament.

**7. Television, Radio, Motion Pictures and Video Recordings** The parties each acknowledge and agree that all rights in and to the Tournament, including, without limitation, the exclusive right in perpetuity to distribute, transmit, exhibit, license, advertise, promote, publicize and perform (hereinafter "distribute") the Tournament as incorporated by ERT in any audio-visual or audio program and any constituent elements thereof throughout the universe by any and all means, uses, and media now known or hereafter developed without limitation as to the number of exhibitions are now and shall remain at all times the sole and exclusive property of ERT.

**8. On-Site Promotion.** ERT shall have the right to display its name and trademark on banners, its equipment, and on any platform or broadcasting booth used at the Site in such a manner and location as to be reasonably and readily apparent to both the spectators at the Site and the viewers watching the Program(s) as distributed by ERT.

9. **Name and Likeness Rights.** ERT shall have the right, and may grant others the right, to reproduce, print, publish or disseminate in any medium, the name and likeness and voice of each person appearing in or connected with the Tournament and any program(s) of or related to the Tournament and biographical material concerning such persons as well as each Host Organizer's name, trademarks, service marks and logos, and the names of and any trademarks, service marks and logos associated with the Site(s) for information purposes and to advertise, promote, publicize and distribute the Tournament, any program(s) of or related to the Tournament and ERT programming services, but not as a direct endorsement of any product or other services.

10. **Audit Rights.** Host Organization shall keep accurate and complete records and accounts of Entry Fees and all other matters which pertain to Participants and/or the Tournament, all of which shall be available for inspection and audit by ERT or its representatives on reasonable notice to Host Organization, during normal business hours through the period ending one year after the termination of this Agreement. Neither ERT's acceptance of any information or payment nor ERT's inspection or audit of Host Organization's records or accounts will prevent ERT from later disputing the accuracy or completeness of any payment made or information supplied by Host Organization. If any audit reveals an underpayment by Host Organization in excess of five percent of the amount previously paid, then Host Organization shall pay all costs of the audit.

11. **Warranties**

(a) Host Organization warrants and represents to ERT that (i) it is free to enter into and perform this Agreement; (ii) it has all rights necessary to its grant of rights to ERT hereunder; (iii) the rights ERT has acquired, and its use of such rights, will not infringe upon or violate the rights of any third party; (iv) it will not do anything which might tend to interfere with or impair the rights which ERT has acquired in this Agreement.

(b) Host Organization acknowledges that ERT's rights in this Agreement are valuable and unique. Host Organization warrants that it will not authorize or permit any other exhibition or distribution of the Tournament by any television or other medium in any manner or by any means whatsoever and that it will not grant any rights inconsistent with the rights granted ERT herein.

(c) ERT represents and warrants to Host Organization that it has the right to enter into this Agreement and perform all of its obligations pursuant to this Agreement.

12. **Indemnification.**

(a) ERT and Host Organization will each indemnify, defend and hold the other harmless from any and all claims, costs, liabilities, judgments, expenses or damages (including reasonable attorneys' fees) arising out of any breach or alleged breach of this Agreement or any representation made by it herein (including but not limited to any claim by a third party that the exercise of the rights of a party to this Agreement in accordance with its conditions and limitations infringes that third party's rights).

(b) In any case in which indemnification is sought hereunder:

(i) A party seeking indemnification ("Indemnitee") shall give the indemnifying party ("Indemnitor") prompt notice of any claim or litigation to which its indemnity applies; and

(ii) The Indemnitor shall have the right to assume the defense of any claim or litigation to which its indemnity applies and the Indemnitee will cooperate fully with the Indemnitor in such defense and in the settlement of such claim or litigation. Without limiting the generality of the foregoing, if the Indemnitor fails or refuses to assume the defense of any claim, action or cause of action to which its indemnity applies (whether or not suit has formally been brought), it shall be responsible for payment of any settlement of such claim, action or cause of action reached by the Indemnitee, as well as the costs and expenses (including reasonable attorneys' fees) incurred by the Indemnitee in defending such claim, action or cause of action and/or in reaching such settlement. In no case shall any such compromise or limitation implicate rights, obligations or property beyond the subject matter of this Agreement.

(c) Host Organization warrants and represents that it has, or will secure, prior to the commencement of any aspect of the Tournament hereunder and will maintain for at least three years following the conclusion of the Tournament:

- (i) workers' compensation coverage (including employer liability insurance) covering all persons employed by it in connection with the Program(s) which is sufficient under the laws of the state(s) in which such persons render services and the state in which any claim can be made with respect to the Program(s); and
- (ii) public liability insurance having a limit of at least \$1,000,000.00 for bodily injury and property damage combined per occurrence for any one person and a limit of at least \$3,000,000.00 in the aggregate for all claims of bodily injury and the property damage combined.

All such insurance shall be issued by reputable insurers rated A or better by A.M. Best and Co. and shall cover ERT, its parent and affiliated companies, its subsidiaries, licensees, the sponsors of the Tournament, their advertising agencies, and the officers, directors, agents, employees, and stockholders of all the foregoing. Host Organization shall provide ERT with evidence of such insurance satisfactory to ERT upon ERT's request. The liability insurance coverage shall be considered primary and non-contributing with respect to any similar insurance carried by the additional insureds.

13. **Independent Contractors.**

Host Organization and ERT are independent contractors with respect to each other and nothing herein shall create any association, partnership, joint venture or agency relationship between them. All persons employed by Host Organization in connection with its performance hereunder shall be Host Organization's employees and Host Organization shall be fully responsible for them.

14. **Termination.** If either party fails to perform its duties under this Agreement, the other party may at its option give written notice to the defaulting party, specifying the nature of the alleged default and demanding that the default be cured. Upon receipt of the notice, the party claimed to be in default shall have five (5) days within which to cure any default that may exist. If the default is not cured within the time allowed, the non-defaulting party may terminate this Agreement by written notice, in addition to any other remedies available at law or in equity.

The payment and audit provisions hereunder shall survive any termination.

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

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

17. **No Assignment.** This Agreement and any rights herein granted are personal to the parties hereto and shall not be assigned, sublicensed, encumbered or otherwise transferred by either party without the prior written consent of the other party, and any attempt at violative assignment sublicense, encumbrance or other transfer, whether voluntary or by operation of law, shall be void ad of no force and effect. The foregoing notwithstanding, ERT may freely assign this Agreement, in whole or in part, to any party controlling, controlled by or under common control with ERT.

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

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

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

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

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

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

ERT: ESPN National Golf Challenge, 11001 Rushmore Drive, Charlotte, NC 28277

Host Organization:

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

24. **Authority.** Each of the parties hereby represents and warrants to the other party that it has the right, power and legal authority to enter into and fully perform the Agreement in accordance with its terms and that this Agreement when executed and delivered by the parties will be a legal, valid and binding obligation enforceable against the parties in accordance with its terms.

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

26. **Attachments.** All attachment to this Agreement are hereby incorporated within and made a part of this Agreement.

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

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

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

30. **Indemnification of ERT.** Each of the parties hereby agrees to indemnify, defend and hold ERT, together with ESPN's officers, directors, employees, agents, members, affiliates, subsidiaries, and parent companies (collectively referred to as the "Indemnified Persons") harmless from and against any and all costs, damages, claims, expenses, losses, actions, judgments, litigation (including without limitation all attorney's fees and expenses even if incident to any appeals), or financial losses attributed to this Agreement (collectively referred to as a "Loss") incurred by ERT and/or the Indemnified Persons directly or indirectly attributable to this Agreement.

31. **Excuse of Performance.** The performance of this agreement by either party is subject to act of God, War, government regulation or advisory, disasters, fire, accidents or other casualty, strike or threat of strikes (exception; Neither party may terminate this agreement for instances involving their respective employees or agents), civil disorder, acts and/or threats of terrorism, or curtailment of transportation service or facilities, or similar cause beyond the control of either party making it, illegal, impossible or impracticable to hold the Tournament or provide the golf course and related facilities. Either party may terminate or suspend its obligations under this agreement (other than its obligations under section 18) with no liability or obligation to the other party if such obligations are delayed or prevented by any of the above events to the extent such events are beyond the reasonable control of the party whose reasonable performance is prevented.

In agreement to the foregoing terms and conditions, the parties set their hands below as of the date first written above.

**ESPN Regional Television**

**Host Organization**

By: \_\_\_\_\_  
Name: WL Dale  
Title: National Tournament Director

By: \_\_\_\_\_  
Name:  
Title: