

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO this day of 2025
between the TOWN OF BRISTOL, Elkhart County, Indiana (hereinafter referred to as "Bristol") and
RABER GOLF COURSE MANAGEMENT CORP., of Elkhart County, Indiana, (hereinafter
referred to as "Operator"), with its principal place of business located in Elkhart County, Indiana.

W I T N E S S E T H :

WHEREAS, Bristol is the owner of certain real estate located in Elkhart County, Indiana, the
legal description of which is attached hereto and made a part hereof, marked Exhibit "A", which real
estate is presently utilized as a golf course; and,

WHEREAS, Operator is interested in managing, operating and providing services of a golf
professional on said course for the Town of Bristol; and,

WHEREAS, the Town of Bristol is interested in contracting with Operator to perform said
services; and,

WHEREAS, Operator is professionally qualified and is ready, willing and able to furnish the
services designated above and is an Indiana corporation in good standing with the Indiana Secretary
of State and agrees to perform such services as set forth in this Agreement in a highly professional
manner and under the laws of the State of Indiana and ordinances of the Town of Bristol; and,

WHEREAS, Bristol is authorized to enter into this Agreement by lawful act of the Bristol
Town Board, pursuant to Resolution No. 10-21-21, adopted the 21st day of October, 2021.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties
do mutually covenant and agree as follows:

1. (a) Term. The term of this Agreement shall be for a period of four (4) years
commencing on January 1, 2026 and terminating December 31, 2029 subject to prior termination as

hereinafter provided.

(b) Option to Renew. Subject to Bristol's unilateral right to change the annual fee provision of Paragraph 4-b herein, or to determine it no longer desires to operate a golf course, and provided there are no defaults during the initial term of this Agreement, Operator will have an option to renew this Agreement for an additional four (4) years. Operator will give notice of its desire to renew no later than one-hundred eighty (180) days prior to the expiration of the term. Bristol, if it desires to continue to operate a golf course, will respond within sixty (60) days indicating the new annual fee formula for the renewal term. Operator must thereafter within ten (10) days notify Bristol in writing that it will or will not renew the Agreement. If Bristol determines it no longer wishes to operate a golf course, it will inform Operator.

2. Duties of Operator. Bristol hereby agrees to employ and contract for the services of Operator as a golf professional and golf course manager to perform the following duties and functions:

(a) Operate at Operator's own cost, risk, and expense the golf course located at 19396 State Road 120, Bristol, Indiana and to maintain the golf course and facilities in a condition as good as or better than the condition said golf course and facilities was in as of January 1, 2026 including but not limited to, providing all equipment necessary for the maintenance of said golf course;

(b) To manage and direct the golf course and premises thereon and to solicit, accept and receive the payment for use thereof, including but not limited to, the collection and receipt of all membership dues, assessments, or other income;

(c) To devote full time and best efforts to its employment as a golf course

manager and to have responsible employees in attendance at the golf course during reasonable business hours, subject to reasonable vacation periods;

(d) To employ competent employees and repairmen to operate and maintain the facilities located at the golf course and the golf course itself, to ensure that the course and its facilities will remain in as good as or better condition than it is in or was in as of January 1, 2026;

(e) To keep full records and accounts in respect to the operation of the golf course, including operation of any rental or golf pro shop, which records and accounts shall at all times be available for the inspection of the Bristol Town Board, Treasurer, or State Board of Accounts, for their general information and future guidance in making contracts.

(f) To order, direct, and superintend all repairs and decorations and to make disbursements for the same at the sole expense of Operator and to make all purchases and to do and perform all acts and things incident to management of the golf course, and to make all disbursements in connection therewith solely at the expense of Operator.

(g) To insure the property, employees and invitees in the manner provided in paragraph numbered 12 herein.

3. Quiet Enjoyment, Excluding Water Well Access.

(a) Subject only to the terms of this Agreement, so long as Operator complies with its obligations, Bristol shall secure to Operator the quiet and peaceful enjoyment of the premises and the sole and exclusive possession of the premises without objection or interference from Bristol or any party claiming under Bristol.

(b) Notwithstanding the terms of paragraph 3(a), Bristol reserves and retains the right to water rights upon the property owned by Bristol and to place on the property

described on Exhibit "A" a water well and connecting piping and pumping equipment to provide a water well for the Town of Bristol. In locating and installing the well and necessary related equipment and plumbing, and/or any test wells, together with any security measures (i.e. fencing) to protect it after installation and to provide access to and from it, and/or to conduct any water sampling or testing, Bristol will use reasonable means to avoid interference with Operator's business. Bristol will attempt to coordinate its well and related equipment location, water testing, and installation efforts, and the timing thereof, with Operator to cause as little interference with Operator's business as possible. Once installed, Operator will take all reasonable steps to operate his business in a manner that will not damage or interfere with Bristol's well infrastructure, water supply, well testing, maintenance and operation.

4. Compensation.

(a) As compensation for the services provided herein by Operator, Operator shall be entitled to collect and receive all proceeds from use and operation of the golf course, cart rental, membership dues (if any), and pro shop sales, save and except for the sums provided for herein to be paid to Bristol.

(b) In consideration of Bristol's executing this Agreement and granting the rights provided in this Agreement, Operator will pay to Bristol at the address listed for Bristol on page fifteen of this Agreement an annual fee in the amount of \$40,000.00 paid \$10,000.00 quarterly March 31, June 30, September 30, and December 31 each year.

5. Ownership of Documents. Records will be maintained in accordance with generally accepted accounting practices and any state of Indiana requirement and shall remain the property of

the Town of Bristol. Records will be made available with reasonable notice upon request in accordance with state law

6. Joint Operation of Nine-Hole Course. It is understood and agreed by the parties hereto that Jeff Carmien also owns and operates a nine-hole golf course adjacent to the property described on Exhibit "A" attached hereto, made a part hereof, owned by Bristol. Bristol and Operator specifically agree that Operator may, to the extent it reaches an agreement with Jeff Carmien to do so, manage said nine-hole course in conjunction with the eighteen-hole course owned by Bristol and may utilize said eighteen-hole course in conjunction with said nine-hole course to the extent it is mutually beneficial to Operator and Bristol to have said two courses operated in conjunction with each other. However, said nine-hole golf course may not be used in conjunction with the eighteen-hole course owned by Bristol to the extent that said use damages or impairs the value of the golf course owned by Bristol. If Bristol reaches an agreement directly with Jeff Carmien for the use or lease of said nine-hole golf course, it agrees to make said course available to Operator on the same terms and conditions as the eighteen-hole golf course, but in that event, any fee or rent owed to Jeff Carmien shall become an expense of Operator.

7. Taxes.

(a) This Agreement may create a possessory interest in Operator such that the property (real and/or personal) used in operating the golf course or the owner of said property will be subject to real and/or personal property taxation. Should this occur, Operator agrees to pay such property taxes prior to delinquency. Operator will have the right to contest the validity or amount of property taxes by means of appropriate proceedings diligently pursued at Operator's sole expense.

Operator agrees that, upon final determination of liability, it will promptly pay the amount of taxes found owing, along with any interest, penalties or cost that may result from Operator's contest. Bristol will cooperate with Operator in any such contest of the validity or amount of property taxes, provided that Bristol is not required to incur any cost or expense as a result of such cooperation.

(b) Other Taxes. Operator will pay all taxes (including but not limited to all sales or income tax), license fees or other governmental charges assessed or imposed on the personal property and/or income of Operator located on the premises or upon the business operations of Operator conducted on the premises.

8. Utilities. Operator will pay before delinquency all charges for utilities, including electricity, gas, heating, cooling, telephone, and water used on the premises. Any utility service for any water well operated by Bristol shall be billed to and paid for by Bristol.

9. Capital Improvements. During the term of this Agreement, Bristol will finance and construct any capital improvements which it determines to be necessary. Bristol shall have, however, no obligation to replace, repair, or construct any improvements. Ten percent (10%) of the payments Bristol receives pursuant to paragraph 4 will be set aside in a separate fund to be used by Bristol at its discretion for capital improvements at the golf course. During the construction of any capital improvements, Operator may find it necessary at times to close portions of the course, but Operator agrees that it will to the extent possible keep at least nine (9) holes open for play at all times. Operator may make alterations or additions to the premises other than those made by Bristol, but any such alterations or additions shall be made at Operator's sole expense and shall become the property of Bristol upon termination of this Agreement, unless otherwise agreed by Bristol in writing. Unless made on an emergency basis to prevent injury to person or property, Operator will

submit plans for any alteration or addition with a value of more than Ten Thousand Dollars (\$10,000.00) to Bristol for Bristol's prior approval, such approval not to be unreasonably withheld. Operator shall not have the right to create or permit the creation of any lien attaching to Bristol's interest in the premises as a result of any construction of capital improvements.

10. Maintenance and Repair. Operator acknowledges it is acquiring the premises and personal property in their current "as is" condition.

11. Termination. This Agreement may be terminated by either party by seven days' written notice and upon mutual agreement. As to Bristol, the right of termination is in addition to the unilateral right stated in paragraph 2(b). In the event Operator fails to perform in accordance with the terms hereof, Bristol may seek termination of this Agreement through court action without waiver of any other rights or action it may have against Operator. If the Agreement is terminated, Operator shall be paid for the extent of services performed prior to termination, as evidenced by Operator's accounting records. A default by Operator shall be a failure to perform the duties described in paragraphs numbered 2, 4, 5 through 10 above; 12 through 25 that follow, and in addition thereto, a default shall occur if:

- (a) Operator shall make an assignment for the benefit of its creditors;
- (b) Operator shall suffer the appointment of a receiver, for Operator's business, and for assets; or,
- (c) Operator shall become involved in any proceeding under the Federal Bankruptcy Act, whether voluntary or involuntary, and in the opinion of owner, such involvement adversely affects the ability of Operator to perform the provisions of this Agreement.

12. Insurance. Operator agrees to furnish satisfactory proof to Bristol of Operator's

purchase and continuing coverage of the following kinds and amounts of insurance:

(a) A policy with an approved insurance carrier covering statutory obligations of Operator under the current provisions of the Indiana Worker's Compensation Act and the Indiana Worker's Occupational Disease Act;

(b) A comprehensive general public liability insurance policy insuring Operator and Bristol against all damage due to Operator's use or misuse of the premises and any personal property or equipment on the premises, whether arising out of any act or omission of Operator, Operator's employees, agents, or invitees. Limits of such public liability insurance shall be Five Million (\$5,000,000.00) Dollars for bodily injury and Five Hundred Thousand (\$500,000.00) Dollars for property damage. Operator shall furnish a certificate evidencing coverage with Bristol named as an additional insured and with such insurance company as meets with the approval of Bristol and the same shall be delivered on or before the beginning of the term of this Agreement. It is the intention of the parties that the furnishing of such certificate operates as a condition precedent to the enforceability of the provisions in this Agreement. In addition, if Bristol determines that it is necessary for said insurance policy to be owned by Bristol, with coverage thereon to be provided to Operator as the manager of a golf course owned by Bristol, then in that event, Operator shall pay the additional cost charged to Bristol for said liability insurance and Operator shall not be required to maintain its own separate policy;

(c) Operator shall pay for and maintain a general fire and casualty insurance policy for all improvements located on the premises, naming Operator and Bristol as their interests may appear, on said premises. It is the understanding of the parties hereto that in the event of any damage or loss to buildings or improvements on the premises, that Bristol shall make the

determination as to whether or not to rebuild or restore any of said premises or improvements (buildings) and shall receive any proceeds from insurance companies in the event it chooses not to restore or rebuild said improvements. If major improvements are destroyed or damaged to the point of needing replacement, and Bristol chooses not to replace said buildings or improvements, then either party may terminate this Agreement without penalty and with proration of revenue until date of termination.

(d) The policies of insurance referred to in this Agreement shall not be subject to cancellation or change in coverage except upon at least ten (10) days written notice to Bristol.

13. Non-Discrimination and Equal Opportunity. Operator certifies that Operator complies with the laws of the State of Indiana and the United States, prohibiting discrimination in employment on the basis of race, sex, color, religion, natural origin or national ancestry, and that Operator will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to employees' or applicants' hire, tenure, terms, conditions or privileges of employment because of race, sex, color, religion, natural origin or national ancestry. Breach of this section of this Agreement may be regarded as a material breach of this Agreement and shall constitute a default herein.

14. Indemnification.

(a) Operator shall be responsible for all damage to life and property due to the negligence of Operator, Operator's agents or employees in connection with Operator's services and shall be responsible for all parts of Operator's work until the services under this Agreement are fully performed and the term of this Agreement has terminated. It is expressly understood that Operator

shall indemnify and save harmless Bristol from claims, suits, actions, damages and costs of every nature and description arising out of or resulting from any negligence of Operator, its agents, employees or invitees under this Agreement, including reasonable attorneys' fees. Such indemnity shall be limited by any remuneration from any insurance coverage provided which actually makes payment to Bristol.

(b) Operator's Obligations. Operator assumes sole responsibility for maintenance and repair of all buildings and other improvements on the premises and all personal property acquired under this Agreement and will maintain the premises in good order and in sanitary and safe condition at Operator's sole expense.

15. Bristol's Cooperation. Bristol recognizes and acknowledges that Operator will need the assistance and cooperation of Bristol in order to properly perform and fulfill Operator's covenants and obligations under this Agreement. Therefore, Bristol agrees it will secure for Operator with Operator's assistance as needed, all permits or licenses that are within the jurisdiction and authority of Bristol or within the jurisdiction and authority of Operator's various departments, agencies, officers, boards or councils, and that are required in order for Operator to fulfill its obligations under this Agreement. Bristol further agrees it will designate a specific individual whose responsibility it is to work with Operator in assuring that Operator obtains the full cooperation and assistance of Bristol, subject to the terms of this Agreement and all applicable laws.

16. Conflict of Interest. Operator agrees to have no direct or indirect interest in any other contract in connection with Bristol unless such interest is approved by Bristol in writing. Operator and Bristol agree that no such contract exists as of the execution of this Agreement.

17. Eminent Domain. If at any time during the term of this Agreement, title to all or

substantially all of the premises shall be taken by condemnation or by right of eminent domain, this Agreement shall terminate on the date of such taking and all rental payments already made shall be apportioned as of the date of the taking. For purposes of this section, substantially all of the premises shall be deemed to have been taken if that portion of the premises not taken cannot be economically utilized by Operator for those purposes permitted under Paragraph 2 of this Agreement.

In the event that title to less than all or substantially all of the premises is taken by condemnation or by right of eminent domain, this Agreement shall not terminate, but the minimum fee due during the remainder of the Agreement term shall be reduced as of the date of such partial taking in a proportion equal to the reduction in the square footage of the premises.

If there is a taking by right of eminent domain, the award shall belong to and be paid to Bristol, except that Operator shall receive from the award the following: a sum attributable to the value of Operator's estate, including improvements.

Parties agree the installation of the water well, piping, pumps, and related equipment and security measures shall not be rendered a taking by eminent domain or otherwise.

18. Assignment. Except as otherwise provided below, Operator shall not assign this Agreement or sublet all of the premises without the prior written consent of Bristol. Operator shall notify Bristol of any proposed assignment or subletting at least thirty (30) days prior to the proposed effective date of such assignment or subletting. In the event that any such assignment or subletting is approved by Bristol, the assignee or sublessee shall agree in writing to be bound by all of the covenants of this Agreement required of Operator.

19. Successors in Interest. Consent to assignment or subletting or otherwise disposing of any portion of this Agreement shall not be construed to relieve Operator of any responsibility for the fulfillment of any Agreement. Although Bristol recognizes it is contracting with Operator as a corporate entity, it does so with the understanding that the individual in charge of that entity and responsible for seeing to it that Operator performs its duties under this Contract is Jeff Carmien. At such time that Jeff Carmien is no longer able or no longer wishes to be involved in the day-to-day operations of Operator, or no longer has ownership or at least controlling ownership of Operator, Bristol has an absolute right, without further liability to Operator, upon thirty (30) days' notice, to terminate this Agreement.

20. Applicable Law. Unless otherwise specified in this Agreement, this Agreement shall be governed by the laws of the State of Indiana and by the ordinances of the Town of Bristol as the same shall be in full force and effect on the date this Agreement is executed.

21. Extent of Agreement. This Agreement represents the entire integrated Agreement between Bristol and Operator and supersedes all prior negotiations, representations, agreements and/or contracts, either written or oral. This Agreement shall be amended only by written instrument signed by both Bristol and by Operator, and attached hereto as an addendum.

22. Limitation. Parties acknowledge this Agreement proposes to bind Bristol beyond the term of office of the present Town Board. Bristol may if necessary, therefore, by its duly elected representatives, be asked from time to time to ratify this Agreement and/or adopt appropriate ordinances ratifying it. In the event said Agreement cannot be or is not, if necessary, ratified by Bristol, then in said event, the Agreement shall terminate without further obligation of either party to the other.

23. Effective Date. This Agreement shall become effective from the date of the execution by Operator and Bristol.

24. Notices and Addresses. All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; (c) by prepaid telegram; or (d) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by telegram or overnight express delivery service shall be deemed effective one (1) business day after transmission to the telegraph company or after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For purposes of notice, demand, request, reply or payment, the address of Bristol shall be:

Town of Bristol
P. O. Box 122
Bristol, Indiana 46507

The address of Operator shall be:

Jeff Carmien
309 Birdie Boulevard
Bristol, Indiana 46507

Each party shall have the right to designate a different address within the United States of America by the giving of notice in conformity with this section.

25. Captions. Captions in this Agreement are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

IN WITNESS WHEREOF, the parties to this Agreement hereunto set their hands on this date above first written.

"BRISTOL"
THE TOWN OF BRISTOL

"OPERATOR"

By: _____
Jeff Beachy

By: _____
Jeff Carmien

By: _____
Cathy Burke

By: _____
Gregg Tuholski

By: _____
Dean Rentfrow

By: _____
Doug DeSmith

ATTEST:

ATTEST:

Cathy Antonelli

Cathy Antonelli