SOUTHRIDGE GOLF COURSE
GOLF SERVICES AND CONCESSION AGREEMENT

This Golf Services and Concession Agreement, hereinafter called the "Agreement," is effective as of the 1st day of February, 2027, by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation, whose principal offices are at 300 LaPorte Avenue, Fort Collins, Colorado 80521, hereinafter called "City," and DMAC Golf, LLC, a Colorado Limited Liability Company, 3303 68th Avenue Court, Greeley, CO 80634 hereinafter called "Contractor", regarding certain services to be provided at the SouthRidge Golf Course, 5750 South Lemay Avenue, Fort Collins, Colorado, 80525 (the "Golf Course").

W I T N E S E T H:

ARTICLE 1 Golf Services

Contractor agrees to provide golf services in accordance with the Scope of Golf Services description, attached as Exhibit "A" and incorporated herein by this reference ("Golf Services"), such services to be provided primarily by the Contractor.

ARTICLE 2 Grant of Pro Shop and Driving Range Concession

The City grants and Contractor accepts the responsibility of operating a Golf Pro Shop and Driving Range Concession in accordance with the Scope of Pro Shop and Driving Range Services description attached as Exhibit "B" and incorporated herein by this reference ("Pro Shop and Driving Range Services").

ARTICLE 3 Concession Space

For the purposes of this Agreement, the "Concession Space" shall mean any and all parts of the pro shop and clubhouse building at the Golf Course but excluding the restaurant space, as shown on Attachment 1.

ARTICLE 4 Contractor's Use of the Concession Space

4.1 In General. Subject to other limitations expressed in this Agreement, the City grants to Contractor the right to exclusive use of the Concession Space and the right to use in common with others the public areas of the Golf Course, in conjunction with its

operations under this Agreement, in such spaces and manner as may be prescribed by the City.

4.2 Smoking Prohibited. Pursuant to the Fort Collins City Code, smoking is prohibited in the Concession Space, and no person shall smoke outside within twenty (20) feet from any entrance, passageway, operable window or ventilation system of the Concession Space, including outdoor patios unless such person is passing through the area, without stopping, en route to another destination. The Contractor shall inform persons violating this provision of the applicable law and request their compliance.

4.3 Restriction on Items Offered for Sale. In no event shall Contractor offer for sale or otherwise supply smoking instruments or tobacco at the Golf Course.

4.4 Compliance with Applicable Law. The Contractor agrees to comply fully with all applicable state and federal laws and regulations and municipal ordinances, as well as all rules, regulations, policies, and procedures adopted by the City.

ARTICLE 5 Rights of Ingress and Egress

5.1 In General. The Contractor shall have the right of ingress and egress to and from the Concession Space for Contractor's employees, agents and invitees to the extent reasonably necessary in connection with the conduct of Contractor's business under this Agreement. Areas designated as restricted areas by the City shall be excluded.

5.2 Closures. The City may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or any other way at, in or near the Golf Course, presently or hereafter used as such, so long as reasonable and safe means of ingress and egress remains available to Contractor.

ARTICLE 6 Undertakings of Contractor

6.1 Service. Contractor agrees:

6.1.1 The Contractor shall furnish and pay for all equipment, except as otherwise provided by the City pursuant to Article 10, all goods, labor, transportation, supervision and services necessary to provide services in accordance with this Agreement.

6.1.2 Contractor acknowledges the desire and obligation of the City to provide a high level of service to the public. Therefore, Contractor agrees to offer for

sale from the Concession Space only high quality merchandise and products. If, in the opinion of the City, the selection of items offered is inadequate or not of high quality or if any of the items are found to be objectionable for display and/or sale in a public facility, the items shall be removed or replaced as required by the City. The City Representative shall meet and confer with Contractor regarding such matters. However, Contractor acknowledges that the City's determination as to the same shall be conclusive. Failure of Contractor to correct, rectify or modify its quality within five (5) days of being advised in writing to do so shall be cause for default.

6.1.3 Contractor warrants that all Golf Services and related responsibilities performed under this Agreement shall be performed with the highest degree of competence and care and in accordance with the highest modern professional golfing and management standards in leading golf clubs and golf courses.

6.1.4 Personal Services. It is understood that the City enters into this Agreement based on the special abilities of the Contractor and that this Agreement shall be considered as an agreement for his/her personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties designated to the Golf Professional/Concessionaire under this Agreement to any other person without the prior written consent of the City, and as otherwise set forth in Article 15.

6.1.5 During the peak season, April 1 through September 1, the Contractor is expected to work six (6) days a week. Contractor shall provide in writing,

as requested in writing by the City, a weekly schedule of Contractor's time spent performing duties at the Golf Course.

6.2 Hours of Operation. Subject to the exception for inclement weather expressed below, the Contractor will be required to provide services under this Agreement as follows:

A. During the months of April, May, June, July, August and September, from at least 6:00 A.M. through sundown (or later if golfers remain on the course);

B. During the months of October, November, December, January, February and March, from at least 8:00 A.M. to sundown (or later if golfers remain on the course);

C. Exceptions to the daily schedule may be made, subject to the consent of the City, if closing is dictated by weather and/or course play.

6.3 Contractor Personnel. Contractor shall control the conduct and demeanor of its agents and employees. Contractor agrees to supply and require its employees to wear suitable attire and to wear or carry badges or other suitable means of identification, the form for which shall be subject to prior and continuing approval of the City.

6.3.1 The Contractor agrees to provide to the City at all times a current list of employees, volunteers, and other representatives or agents of Contractor that will be working on behalf of the Contractor in providing services to the City under this Agreement. The Contractor shall keep a written record of all hours worked by volunteers and provide this information to the City on a monthly basis or upon request. The Contractor and the City acknowledge and agree that certain services provided by Contractor will require that employees, volunteers, and other representatives or agents of the Contractor act in positions of trust which will entail the handling of and accounting for funds of the City and City property, or direct contact with youth and members of the general public. Accordingly, Contractor agrees to facilitate, prior to acceptance of employment, background screening of all employees, volunteers, and other representatives or agents of the Contractor at Contractor's expense.

6.3.2 In the event that a background check, or any other information available to the Contractor or the City, raises questions about the trustworthiness,

fitness for provision of services under this Agreement, competency or suitability of any individual for a position of trust of any kind, including handling of funds, City equipment or property, or working with youths or other members of the general public, such individual shall not be employed or allowed to volunteer in connection with the services or activities required or permitted under this Agreement.

6.3.3 In the event the City has concerns regarding the trustworthiness, fitness for provision of services under this Agreement, competence or suitability of any individual for a position of trust of any kind, or concerning conduct, demeanor or competence of any employee or volunteer of Contractor, the Contractor shall immediately take all lawful steps to remove or otherwise address to the City's reasonable satisfaction the cause of the objection or to remove such individual from the performance of any services provided hereunder.

6.3.4 The following constitute unacceptable personal conduct that the parties acknowledge and agree shall be subject to reasonable objection by the City. The parties acknowledge this list is not meant to be exhaustive, and other conduct not listed in this Section may be determined by the City to reasonably impair Contractor's ability to provide satisfactory services under this Agreement, and may also give rise to a reasonable objection by the City to which Contractor shall be expected to respond as set forth herein. In the event the Contractor, or anyone providing services for the Contractor commits any of the following examples of unacceptable conduct, or fails or refuses to take reasonable action to correct such conduct by any person providing services for or on behalf of Contractor hereunder, the City may give Contractor notice of violation and proceed in the manner as set forth in Section 17.1.9.

A. Commission or conviction of a felony, or of any crime involving moral turpitude;

B. Theft or misuse of City money or property;

C. Harassment of, or discrimination against, any individual based on race, religion, national origin, age, sex, sexual orientation or disability,

including any breach of the terms set forth in Exhibit C, attached hereto;

D. Falsification, unauthorized use or destruction of City records, reports or other data or information belonging to the City;

E. Abusive or threatening treatment of any person, including, but not limited to physical or verbal confrontation;

F. Using, consuming, possessing, having in the body or distributing alcohol (except in the normal performance of concession services) or controlled substances during working time;

G. Destruction, loss or abuse of City property;

H. Unauthorized use of City equipment or property for personal use; or

I. Possessing or maintaining sexually explicit materials on City property;

J. Failure to meet the City's performance expectations.

1. 6.4. Prohibition Against Unlawful Discrimination.

The Contractor acknowledges that the City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. § 2000d to 2000d-4); C.R.S. § 24-34-401, and any associated State or Federal laws and regulations strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. Pursuant to City policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The Contractor shall comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party vendors and their subcontractors at every tier.

6.5 Statements, Recordkeeping and Audits.

6.5.1 Contractor shall keep books and records of the business, including an accounting of all revenue and expenses of the concession operation, in accordance with good accounting practice and in such form as is

satisfactory to the City. The Contractor hereby grants to the City the right to audit Contractor's books and records for its operation at the Golf Course and agrees to make available to the City, or its authorized representative, at any time, Monday through Friday inclusive, between the hours of 9:00 a.m. and 5:00 p.m., at the offices of the City or the Golf Course, at the City's election, all records, books and relevant related information as may be required for audit purposes.

6.5.2 Contractor shall submit annual financial statements for the prior year to the designated City representative on or before April 15th.

6.6 Physical Interference. Contractor shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located in the Concession Area or elsewhere at the Golf Course.

6.7 Taxes. Contractor agrees to pay all local, state and federal social security, unemployment insurance, sales, use, personal property, possessory interest, and other taxes, assessments and payments-in-lieu which, during the term of this Agreement or any extension hereof, may become a lien of which may be levied or charged by the State, County, City of Fort Collins or other tax-levying body upon or with respect to the Concession Space or the Golf Course, upon any taxable interest acquired by the Contractor in this Agreement, or any taxable possessory right which Contractor may have in or to the Concession Space or facilities or the improvements thereon, by reason of Contractor's occupancy or use thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Contractor or taxes on Contractor's operations or activities in or about the Concession Space or elsewhere at SouthRidge Golf Course. However, except as otherwise permitted by this Agreement, no charges, fees or taxes of any nature shall be imposed by the City solely upon Contractor for exercising any right or privilege granted by the City to Contractor in this

Agreement with respect to the use of the Concession Space. Nothing herein shall prevent Contractor from protesting, through due process, any taxes levied.

6.8 Licenses. Contractor agrees to obtain and pay for all licenses necessary in connection with its operation.

6.8.1 Any such licenses held by the Contractor in connection with this Agreement shall be surrendered by the Contractor upon termination of this Agreement.

6.8.2 Upon Contractor's surrender of all licenses and acquisition of new licenses by such replacement Contractor as the City may select, the City shall reimburse Contractor for such proportional amount of the cost of the license as may be attributable to any remaining period which may exist from the date of Contractor's surrender to license expiration.

ARTICLE 7 Term

7.1 Period. The term of this Agreement shall commence on February 1, 2027 and unless terminated sooner, shall expire on January 31, 2028. This Agreement shall be automatically renewed for one (1) additional one (1) year term unless the Contractor is in default beyond any applicable cure period or unless one party serves written notice to the other party of its intention to terminate the Agreement, provided such written notice must be served at least ten (10) days prior to the renewal date of the Agreement.

7.3 Holding Over. In the event that the Contractor, or its successor in interest, if any, shall remain beyond the term set forth herein, although no right to remain is given by this Article, it is the intention of the parties and it is hereby agreed that a right of use from month-to-month shall then arise subject to all provisions and conditions of this Agreement in connection with such right, except that the City shall have the sole right to determine reasonable fees for any holdover period. **ARTICLE 8 Fee For Services/Fee For Conducting Business**

8.1 Fee for Services. As payment for performance of Golf Services, the Contractor shall be paid 11.0 percent of gross revenue received by the City from greens fees, cart rentals and the driving range produced by the course annually. Annual pass revenue

will be allocated to the course at the end of the year based on annual pass rounds played at the course. Premier Card revenue will be adjusted for the course at the end of the year based on the average Premier Card discount. The Fee for Services fee will be paid in monthly installments on the first Friday of each month in advance based on the annual average of the gross revenue received by the City from greens fees, cart rentals and the driving range produced by the course over the past five years, less 5%. The five (5) year average gross revenue calculation is in the below Table 1. Beginning February 1st, the Contractor's monthly installment for year 1 of the Contract will be $10,781 as calculated in the below Table 2. By the first Friday of February of the following year, the City shall pay the Contractor the difference between the amount paid by the City to the Contractor in the prior year and 11.0 percent of revenue received by the City from greens fees, cart rentals and the driving range produced by the course in the prior year, if any. If the amount paid by the City to the Contractor in the prior year exceeds 11.0% percent of the gross revenue received by the City from greens fees, cart rentals and the driving range from the course for the prior year, the Contractor shall pay the difference to the City within 30 days of being notified of the amount due.

8.2 Annual Fee Update. The monthly install for each subsequent year will be recalculated utilizing the methodology in paragraph 8.1. The new monthly installment will be determined by the first Friday of March and any difference between the previous and new monthly installment will be reconciled retrospectively to February 1st of such year at which time the City will pay the Contractor the difference or debit the Contractor for the overpayment.

8.3 Additional Income. All fees and other income received through the operation of the pro shop, the sale of merchandise, golf lessons/instruction, tournament service fees, pull cart rental, golf club repair, and the rental of equipment owned by the Contractor

shall be retained by Contractor. Contractor shall provide written records of such income upon request by the City.

8.4 Interest on Past Due Amounts. Contractor shall pay interest on all past due amounts at the rate of eighteen percent (18%) per annum from the due date, until paid.

8.5 Method of Payment. Payment for fees due to the City under Article 8 shall be by check or money order payable to the order of "City of Fort Collins - Golf" and shall be mailed or personally delivered to Dawn Worth at the City of Fort Collins Golf Services Office, 215 N. Mason St, Fort Collins, Colorado, 80522.

ARTICLE 9 Utilities, Maintenance and Janitorial Duties

9.1 Utilities. The City shall pay all charges for water, storm water, sewer, gas, trash collection, recycling, basic clubhouse security system services, telephone, and electric services to the Concession Space. The Contractor shall pay for any Pro Shop televisions, cable or satellite services, or expanded security services. Contractor is responsible for any cable/satellite TV charges.

9.2 Maintenance and Repair. The City shall maintain and repair the Concession Space and City equipment and fixtures (defined in Article 10). Contractor shall submit all requests for repairs or maintenance to the City Representative. Notwithstanding anything to the contrary contained herein, the City shall not in any way be liable to the Contractor for failure to make repairs as herein specifically required of it unless the Contractor has previously notified the City in writing of a need for such repairs, and the City has failed to commence and complete said repairs within a reasonable period of time following receipt of the Contractor's written notification.

9.2.1 The Contractor shall neither hold nor attempt to hold the City liable for any injury or damage, either approximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage upon the Concession Space, whether said breakage or stoppage results from freezing or otherwise.

9.3 Cleaning and Janitorial. The Contractor shall keep the Concession Space and its fixtures clean and in good sanitary condition as required by the ordinances,

resolutions, policies, statutes, and health, sanitary and police regulations of the City of Fort Collins, County of Larimer, and State of Colorado.

9.3.1 Contractor shall thoroughly clean the entire Concession Space, including all equipment and fixtures, whether provided by the City or Contractor, and the windows, floors, counters, at least once prior to, once during and a third time after the close of the April through September golf season. The Contractor shall schedule inspections with the City representative after each scheduled cleaning and provide all receipts associated with such cleaning work.

9.3.2 Contractor is responsible for the ongoing cleanliness of the Concession Space in order to provide a clean and orderly appearance for golfers and the public, including but not limited to, chairs, patio, floor areas and removing trash accumulations to designated trash containers.

9.3.3 Contractor shall maintain clean and orderly restrooms in the building throughout operating hours.

9.3.4 Contractor shall be responsible for the daily cleaning of all outside entrances to the concession space, as well as the daily cleaning of the golf cart staging area. Contractor is responsible for snow

removal from pathways leading to the Concession Space when the course is open.

ARTICLE 10 Acceptance and Trade Fixtures

10.1 Concession Space, City Equipment and Fixtures. In addition to the Concession Space, the City shall provide the following:

10.1.1 Existing equipment as listed on Exhibit "D", attached hereto and made a part hereof;

10.1.2 Lighting fixtures for general area illumination;

10.1.3 Heat and air conditioning;

10.1.4 Pro shop counters, storage units and safe; and

10.1.5 One cash register and/or computerized system, and credit card machine for use by Contractor in connection with performance of services and sales under this Agreement.

10.1.6 Pro Shop Carpeting.

10.2 Acceptance. On the date of commencement of this Agreement, Contractor shall acknowledge that it accepts the Concession Space as well as any City equipment and fixtures "as is."

10.3 Installation of Equipment and Trade Fixtures. Except for the items listed on Exhibit "E", attached hereto and made a part hereof, no equipment, trade fixtures, signs or other personal property used by Contractor in its business, whether or not attached to the Concession Space or any Improvements thereon, shall be installed without the prior written approval of the City.

10.4 Removal of Equipment, Trade Fixtures. Contractor shall have the right at any time during the term of this Agreement or upon termination and within thirty (30) days thereafter, to remove all trade fixtures, equipment and other personal property owned by Contractor, subject to any valid lien the City may have thereon. Any property not so removed by Contractor upon termination shall become a part of the realty on which it is located and title thereto shall vest in the City.

10.5 Title to Improvements. Upon installation or erection of Improvements by Contractor, such Improvements (but excluding any of Contractor's personal property and trade

fixtures which are attached or affixed thereto) shall become a part of the realty upon which they are erected and title thereto shall vest in the City. Upon vesting, the Improvements become part of the Concession Space and are subject to the terms applicable to the Concession Space within this Agreement.

10.6 Applicable Law. All Improvements and all trade fixtures, equipment or other personal property installed by Contractor shall be subject to and conform in all respects to the applicable statutes, ordinances, building codes, sign codes, rules and regulations of all governmental agencies which have jurisdiction over such matters.

ARTICLE 11 Damage by Contractor

Contractor shall be liable for and shall repair, replace or cause to be repaired or replaced within fifteen (15) days after occurrence, any damage to the Concession Space, or to City's property, equipment and fixtures (defined in Article 10) caused by Contractor, its board members, officers, agents, employees or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs or replacements shall be made promptly and when necessary and shall be in a quality and of a class at least equal to the original.

ARTICLE 12 Total or Partial Destruction

12.1 Concession Space or Other Major Component Rendered Untenantable. In case, during the term of this Agreement, the Concession Space, Golf Course or any principal part of any one of them shall be destroyed or shall be so damaged by fire, flood, or other casualty so as to be rendered untenantable or unusable as determined by the City:

12.1.1 Then, in such event, at the option of the City or Contractor, the term hereby created shall cease; and this Agreement shall become null and void from the date of such damage or destruction; and Contractor shall immediately surrender the Concession Space and its interest therein to the City; provided, however, that the City or Contractor shall exercise such option to so terminate this Agreement by notice, in writing, delivered to the other party within thirty (30) days after the City's determination of untenantability or unusability.

12.1.2 In the event neither the City nor Contractor shall elect to terminate this Agreement, this Agreement shall continue in full force and effect; and the City shall repair the Concession Space, Clubhouse, or Golf Course excluding improvements or equipment, signs, trade fixtures or other

personal property installed by Contractor, with all reasonable speed, placing the same in as good a condition as it was at the time of the damage or destruction.

12.2 Concession Space Only Untenantable. In the event of destruction rendering only the Concession Space untenantable, the City shall endeavor, but not be obligated, to make substitute premises available for Contractor's use.

12.3 Components Tenantable. If the Concession Space or Golf Course shall be only injured by fire, flood, or the elements to such extent so as not to render the same untenantable and unfit for use and occupancy, the City shall repair the same with all reasonable speed.

12.4 Removal of Rubbish. In any event, upon the occurrence of damage or destruction, Contractor shall remove all rubbish, debris, merchandise, furniture, furnishings, equipment and other items of its personal property within five (5) days after request being made by the City.

12.5 Exception for Damage Caused by Contractor. In the event of damage caused by Contractor as more specifically addressed in Article 11 of this Agreement, the provisions of Article 11 shall govern in any conflict between Article 11 and Article 12.

12.6 No Claim by Contractor. No compensation or claim shall be made by or allowed to Contractor by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the Concession Space or SouthRidge Golf Course, however the necessity may occur.

ARTICLE 13 Indemnification and Insurance

13.1 City's Liability. The City shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts or omissions performed within SouthRidge Golf Course and Concession Space by Contractor, its agents, employees or contractors unless caused or contributed to by the negligence or willful misconduct of the City, its employees, agents or contractors.

13.2 Indemnification. The Contractor shall indemnify, defend, and hold harmless the City and its officers and employees, to the maximum extent permitted under Colorado law,

against and from any and all actions, suits, claims, demands, or liability of any character whatsoever claimed by the Contractor or third parties against the City arising out of or related to this Agreement (including but not limited to contract, tort, intellectual property, accessibility, or otherwise). This obligation extends to reimbursement of the City's defense costs and reasonable attorney's fees.

13.3 Patent Representation. Contractor represents that it is the owner of or is fully authorized to use any and all services, processes, machines, articles, makes, names or slogans used by it in its operation or in any way connected with this Agreement.

13.4 Contractor Insurance. Without limiting any of the Contractor's obligations hereunder, the Contractor shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement with limits specified in Exhibit "F", which is attached hereto and incorporated herein by this reference.

13.5 Precautions Against Injury. The Contractor shall take all necessary precautions in performing the operations hereunder to prevent injury to persons and property.

13.6 Failure to Insure. Failure of Contractor to take out and/or maintain, or the taking out and/or maintenance of any required insurance shall not relieve Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations on Contractor concerning indemnification.

ARTICLE 14 No Interest in Real Property

Contractor agrees that this Agreement constitutes merely a right to use and occupy the Concession Space for a limited purpose and does not create or convey to Contractor any interest in real property.

ARTICLE 15 Assignment

The Contractor shall not assign this Agreement, sublet or otherwise allow any person to take possession of all or any portion of the Concession Space without prior written consent of the

City nor permit any transfer by operation of law of Contractor's interest created hereby, other than by merger or consolidation unless approved by City.

ARTICLE 16 Right of City to Enter, Inspect and Make Repairs

16.1 In General. City and its authorized employees, agents, contractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to Contractor's operation as is reasonably practicable) to enter upon any part of the Concession Space for the following purposes:

16.1.1 To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Contractor has complied with and is complying with the terms and conditions of this Agreement with respect to such premises;

16.1.2 To perform or cause to be performed maintenance and make repairs and replacements: and

16.1.3 To make structural additions and alterations.

16.2 Obstruction by City. All entries made for the purposes enumerated above shall, except as otherwise provided in Article 12, Total or Partial Destruction, be without abatement of damage for inconvenience.

16.3 Obstruction by Contractor. In the event that any personal property of Contractor shall obstruct the access of the City, its officers, employees, agents or contractors, or a utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Contractor shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Contractor shall fail to so move such property after direction from the City or said utility company to do so, the City or the utility company may move it without liability for damage sustained in moving.

16.4 No Eviction or Abatement. Exercise of any or all of the foregoing rights in this Article, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of Contractor, nor be made the grounds for any abatement of any claim or

demand for damages against the City, consequential or otherwise, except claims for damages to person or property caused solely by the negligence of the City.

ARTICLE 17 Default, Rights of Termination

17.1 Default by Contractor. Time is of the essence in the performance of services and payments of any amounts due under this Agreement. Contractor shall be in default under this Agreement upon the occurrence of any one or more of the following events:

17.1.1 Contractor's failure to pay any fee or other charge when due, or provide acceptable financial reports if requested by the City within five (5) workings days after notice from City of such nonpayment or request.

17.1.2 Contractor's failure to maintain the insurance required in Section 13.4.

17.1.3 Contractor's assignment of any right hereunder in violation of Article 15.

17.1.4 Contractor's failure to perform, keep or observe any of the terms, covenants or conditions of this Agreement within seven (7) days (or such longer time as may be necessary to cure, provided that cure is commenced within the initial seven 7 days) after notice from the City specifying the nature of the deficiency with reasonable particularity and the corrective action that is to be taken within such period to cure the deficiency.

17.1.5 The filing by Contractor of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy against Contractor, the taking of possession of all or substantially all of Contractor's assets pursuant to proceedings brought under the provisions of any federal reorganization act or the appointment of a receiver of all or substantially all of Contractor's assets and the failure of Contractor to secure the return of such assets

and/or the dismissal of such proceeding within thirty (30) days after the filing.

17.1.6 The abandonment for a period of (7) calendar days by Contractor of the conduct of its services and operations.

17.1.7 The assignment by Contractor of its assets for the benefit of creditors.

17.1.8 The death of the Contractor or his/her inability to provide services under this Agreement for an aggregate period of 45 days or more during any annual term of this Agreement.

17.1.9 After written notice to the Contractor of any violation of the personal conduct or performance standards set forth in Section 6, above, and a hearing of the matter before the City's Director of Purchasing and Risk Management, if such a hearing has been requested in writing received by the Director of Purchasing and Risk Management within ten (10) days after mailing of written notice of violation, a determination by the Director of Purchasing and Risk Management that the alleged violation has, in fact, occurred, and that such violation materially interferes with Contractor's ability to perform its services hereunder in a manner satisfactory to the City or otherwise impairs the benefits to be derived from the City by this Agreement, including the good will, satisfaction, health and safety of the general public.

17.2 <u>City's Remedies on Default</u>.

17.2.1 In the event of a default by Contractor, the City may terminate this Agreement effective immediately upon provision of written notice of such termination to Contractor. In the alternative, the City may elect to keep the Agreement in force and work with Contractor to cure the default. If this Agreement is terminated, Contractor shall refund to the City that portion of the Golf Services Fee paid by the City pursuant to Section 8.2 proportional to the time remaining in the calendar month at the time of the Contractor's default, and the City shall have the right to take possession of the Concession Space at the time of default. Contractor's liability to City for damages shall survive the termination, and the City may re-enter, take possession of the Concession Space and remove any persons or property

by legal action or by self-help with the use of reasonable force and without liability for damages.

17.2.2 Following re-entry or abandonment, City may make arrangements for use of the Concession Space by others and in that connection may make any suitable alterations or refurbish the Concession Space, but City shall not be required to make such arrangement for any use or purpose.

17.3 Rights and Remedies Reserved. It is understood and agreed that any rights and remedies reserved pursuant to this Article are in addition to any other rights or remedies the City may have pursuant to this Agreement or to applicable law to seek judicial enforcement, damages or any other lawful remedy.

2. 17.4 Early Termination by the City.

3. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause or penalty by providing at least ten (10) calendar days written notice of termination to the Contractor.

In the event of early termination by the City, the Contractor shall be paid for Services rendered to the date of termination, subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Contractor shall submit a final invoice within ten (10) calendar days of the effective date of termination. Payment shall be the Contractor's sole right and remedy for such termination.

ARTICLE 18 Miscellaneous Provisions

18.1 Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the City, or Contractor, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

18.2 Acceptance Not Waiver. The City's approval or acceptance of, or payment for, any Services performed under this Agreement shall not relieve Contractor of its obligations

or responsibilities under this Agreement or operate as a waiver of any rights or remedies available to the City.

18.3 Non-liability of Individuals Other than Contractor. With the exception of Contractor, no director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of its or their execution or attempted execution of the same.

18.4 Limitations on Use. Contractor shall not use, or permit the use of the Concession Space, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Contractor permit nor suffer any disorderly noise or nuisance whatsoever about the Concession Space or SouthRidge Golf Course.

18.5 Governing Law. The laws of the State of Colorado and the City of Fort Collins Charter and Municipal Code shall govern the construction, interpretation, execution, and enforcement of this Agreement —without regard to choice of law or conflict of law principles. The Parties further agree that Larimer County District Court is the proper venue for all disputes. If the City subsequently agrees in writing that the matter may be heard in federal court, venue will be in U.S. District Court for the District of Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision of this Agreement.18.6 Benefits. This

Agreement is made for the sole and exclusive benefit of the City and Contractor, their successors and assigns, and is not made for the benefit of any third party.

18.7 Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

18.8 Successors and Assigns. All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

18.9 Headings. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

18.10 Attorney Fees. In the event of a dispute between the parties regarding this Agreement, each party shall bear its own attorneys' fees and costs, except to the extent attorneys' fees or costs are recoverable by the City pursuant to the indemnification obligations contained in this Agreement or as otherwise expressly provided herein.

18.11 Contract Documents, Entire Agreement. This writing, together with the exhibits hereto constitutes the entire agreement between the parties, their officers, employees, agents and assigns and supersedes all prior agreements, understandings, warranties or promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

18.12 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either City or Contractor in his/her or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.

18.13 Surrender of Possession. Upon the expiration of this Agreement or its earlier termination as herein provided, Contractor shall remove all of its property from SouthRidge Golf Course and surrender entire possession of its rights at SouthRidge

Golf Course to City and its improvements in accordance with Section 11 above, unless this Agreement is renewed or replaced.

18.14 City Representative. The City designates the Director of Parks, as its representative who shall make, within the scope of his/her authority, all necessary and proper decisions with reference to this Agreement. All requests for contract interpretations, amendments and other clarifications or instructions shall be directed to the City Representative.

18.15 Notices. Notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States Mail, certified, return receipt requested, postage fully prepaid, addressed as follows or to such other address as the parties may designate from time to time by notice given in accordance with this Section:

Contractor:	City:	Copy to:
DMAC Golf, LLC	City of Fort Collins	City of Fort Collins
Attn: David R. McCleave	Attn: LeAnn Williams	Attn: Purchasing Dept.
3303 68th Ave. Court	PO Box 580	PO Box 580
Greeley, CO 80634	Fort Collins, CO 80522	Fort Collins, CO 80522
DRMccleave@PGA.com	LeWilliams@fcgov.com	purchasing@fortcollins.gov

18.16 Schedules and Exhibits. Whenever reference is made in this Agreement to a Schedule or an Exhibit, unless otherwise specifically expressed to the contrary, such Schedule or Exhibit shall be deemed attached to and by this reference incorporated in this Agreement.

18.17 Force Majeure. However, neither the City nor the Contractor shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God, act of public enemy, acts of superior governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.

18.18 No Limitation on General Powers Nothing in this Agreement shall be construed as in any way limiting the general powers of the City to fully exercise their governmental

functions or their obligations under any bond covenants or federal, state or local laws, rules or regulations.

18.19 No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto. It is agreed that in the performance of the golf services and concession operation hereunder, the Contractor is an independent contractor responsible to the City only as to the results to be obtained and to the extent that the services and operation shall be done in accordance with the terms of this Agreement.

18.20 Survival. To the extent necessary to carry out all of the terms and provisions hereof, the said terms, obligations and rights set forth herein required shall survive and shall not be affected by the expiration or termination of this Agreement.

19. ADA and Public Accommodations. In performing the Services required hereunder, the Contractor agrees to meet all requirements of the Americans with Disabilities Act of 1990, C.R.S. § 24-85-101, and all applicable rules and regulations (ADA), and all applicable Colorado public accommodation laws, which are imposed directly on the Contractor or which would be imposed on the City as a public entity.

20. Technology Accessibility. The Contractor represents that the Project Instruments hereunder, shall fully comply with all applicable provisions of C.R.S. § 24-85-101, and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado Governor's Office of Information Technology (OIT) pursuant to C.R.S. § 24-85-103 (2.5), including all updates and amendments to those standards as provided by the OIT. The Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

To confirm that the Project Instruments meet these standards, the Contractor may be required to demonstrate compliance. The Contractor shall indemnify, save, and hold harmless the City against any and all costs, expenses, claims, damages, liability, court awards and other amounts (including attorneys' fees and related costs) incurred by the City in relation to the Contractor's failure to comply with C.R.S. § 24-85-101, or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to C.R.S. § 24-85-103 (2.5).

The City may require the Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the City to attest to the Project Instruments and software compliance with C.R.S. § 24-85-101, and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to C.R.S. § 24-85-103 (2.5).

21. Data Privacy. Contractor will comply with all applicable data privacy regulations and laws, specifically including Colorado's Privacy Act, C.R.S § 6-1-1301 (the Privacy Act). Contractor shall ensure that each person processing any personal data connected to the Services is subject to a duty of confidentiality with respect to the data. If applicable, Contractor shall require that any subcontractors meet the obligations of Contractor with respect to any personal data connected to this Agreement. The Parties agree that upon termination of the Services that Contractor shall, at the City's choice, delete or return all personal data to the City unless retention of the personal data is required by law. Contractor shall make available to the City all information necessary to demonstrate compliance with the obligations of the Privacy Act. Contractor shall allow for, and contribute to, reasonable audits and inspections by the City or the City's designated auditor.

22. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, and under any other applicable law.

23. Colorado Open Records Act. Contractor acknowledges that the City is a governmental entity subject to the Colorado Open Records Act, C.R.S. § 24-72-200, *et seq.* (CORA), and documents in the City's possession may be considered public records subject to disclosure under the CORA. The parties agree that this Agreement and all incorporated Exhibits, unless specifically marked as Confidential, are considered public records under the CORA.

24. Delay. Time is of the essence. Subject to Force Majeure, if the Contractor is temporarily delayed in whole or in part from performing its obligations, then the Contractor shall provide written notice to the City within two (2) business days defining the nature of the delay. Provision of written notice under this Section shall not operate as a waiver of any rights or benefits provided to the City under this Agreement.

25. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, the conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority:

    a. The body of this Agreement (and any written amendment),

    b. Exhibits to this Agreement, and

    c. The Purchase Order document.

26. Prohibited Terms. Nothing in any Exhibit or other attachment shall be construed as a waiver of any provision above. Any terms included in any Exhibit or other attachment that requires the City to indemnify or hold Contractor harmless; requires the City to agree to binding arbitration; limits Contractor's liability; or that conflicts with statute, City Charter or City Code in any way, shall be void.

27. Entire Agreement; Binding Effect; Authority to Execute. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties regarding this transaction and the matter recited herein. This

Agreement supersedes any prior Agreements, promises, or understandings as to the matter recited herein. The Agreement shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Covenants or representations not contained in this Agreement shall not be binding on the parties. In the event of a conflict between terms of the Agreement and any exhibit or attachment, the terms of the Agreement shall prevail. Each person executing this Agreement affirms that they have the necessary authority to sign on behalf of their respective party and to bind such party to the terms of this Agreement.

28.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

THE CITY OF FORT COLLINS, COLORADO

By: _____
Jake Rector
Director of Purchasing

ATTEST:

_____

APPROVED AS TO FORM:

_____

DMAC GOLF, LLC

_____
David R. McCleave, Owner

Attachment 1

Concession Space

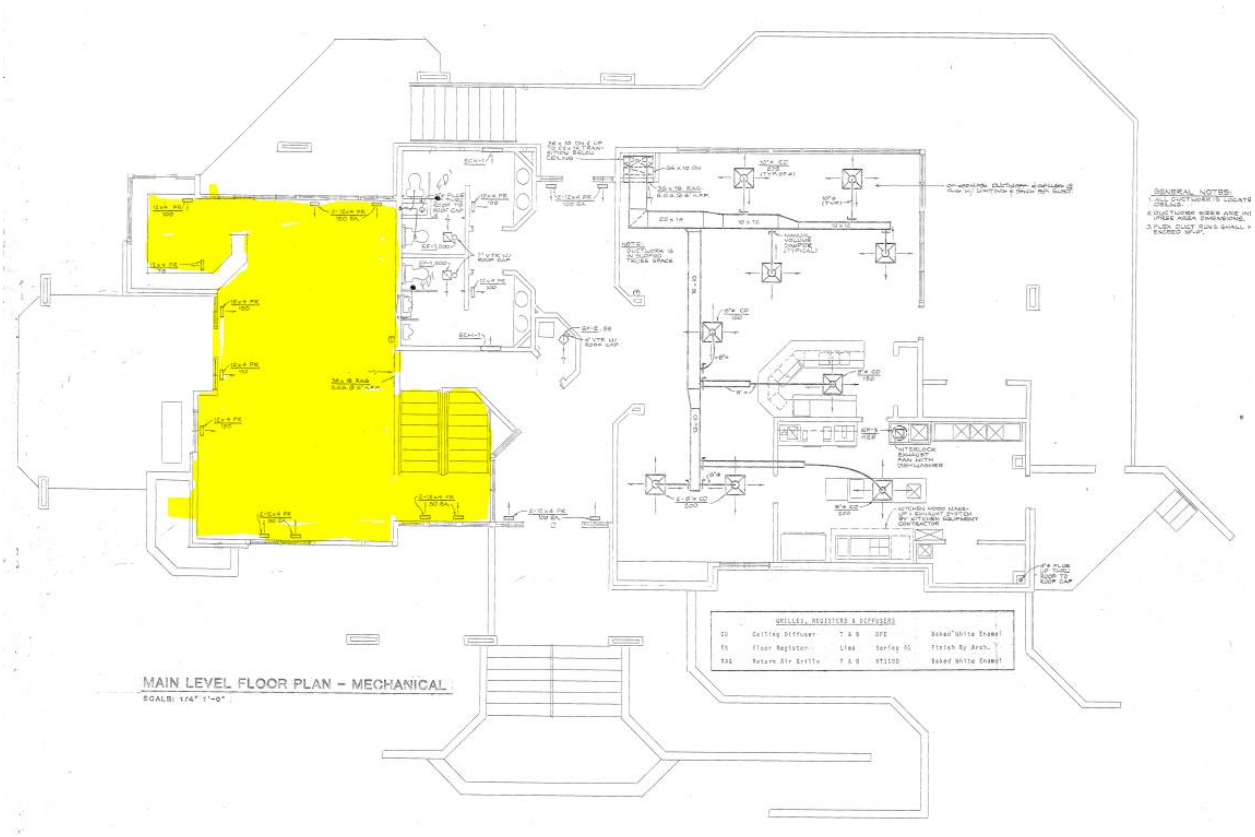

EXHIBIT A

SCOPE OF GOLF SERVICES

The Golf Professional at the Golf Course shall be a member of, the Professional Golfers' Association of America ("PGA") and carry a class A member classification. He or she must be of character that is accepted by the general public.

The following is a list of specific duties required of the Golf Professional. This list is not all-inclusive, but does include the most important duties to be performed by the Golf Professional or those under his supervision.

A. Contractor in General

1. Management and scheduling of the golf course operations at the SouthRidge Golf Course, including but not limited to, the general management of play on the course and driving range, course monitoring (ranger/marshal functions), preparation, return inspection, and rental of City-provided golf carts, golf lessons/instruction, golf club repair and rentals, tournament and league coordination, and overall use and management of the clubhouse, including the daily cleaning of all outside entrance areas and cleanliness of the clubhouse.

2. Timely collection and accounting of City green fees, annual pass fees, gift certificates, tournament fees, golf cart rental or use fees, Premier card, driving range fees, employee or volunteer charge fee, City building rentals, and other fees in the amounts set by the City.

3. Cleaning and daily preparation for customers of City-provided golf carts, including the daily cleaning of the golf cart staging area.

4. Provision of starters, assistant golf professionals, course monitors (marshals/rangers), janitors, cashiers and other personnel as necessary to facilitate full and efficient use of the course and other activities at the SouthRidge Golf Course.
5. Supervise the reservation system and the flow of players onto the Golf Course. Make every effort to maximize the number of tee time reservations per day of operation.
6. Operate at his/her sole risk, cost, profit and expense, a service-oriented, well-provisioned golf pro shop that satisfies the needs of the public.

7. Provide a golf equipment repair service and provide any other facility necessary to facilitate such repair.

8. Make available and provide for rental to the public pull carts and golf clubs.

9. Generally supervise and maintain a favorable working relationship with all local golf associations. Personally provide assistance and support to each association to meet the reasonable demands of the association. Make every effort to equitably provide assistance and support to both men's and women's golf associations.

B. Golf Professional

1. The Contractor shall devote his/her full time and attention as the primary golf professional for the SouthRidge Golf Course during the entire calendar year. Upon submitting a written request at least three (3) days in advance and receiving the City's consent, he/she may take up to a total of twenty-one (21) vacation days annually, no more than five of which may be consecutive between April-September. The City's expectation is that vacation days will generally be taken October through March. The Contractor may be away from the Golf Course for the purpose of participating in tournament play or other golf-related activities, i.e. schools, seminars and demonstrations, to maintain and/or improve professional status for not more than ten (10) days between April-September with no more than five (5) of which may be consecutive days between April-September.
2. Contractor shall use his/her best effort to manage the pace of play on the course. Setting expectations and educating golfers about the time to complete a round and monitoring the course to enforce compliance are expected. Utilizing a course starter during periods of heavy use to help manage pace of play is required.
3. The Contractor shall regularly play golf with a number of different customers to generally promote golf and Golf Course.
4. In periods of heavy play, Contractor shall regularly tour the Golf Course to greet customers and answer questions, monitor the flow of play and generally inspect the facility. Report any physical course problems or safety issues to the Golf Operations Manager or designee.
5. The Contractor shall serve as the primary monitor (marshal/ranger) at the Golf Course and maintain the pace of play according to industry standards and City Policies and Procedures. Volunteers, after proper training by the Contractor, may also act as course marshals or rangers.

C. Growing the Game.

1. Contractor shall use his/her best effort to increase rounds played at the course, the use of carts and the driving range. This includes promoting league play and tournaments. It also includes providing programs and services so attract young (junior) golfers, women golfers and dormant golfers to the course. Efforts could include golf camps, leagues or special events or programs for these types of golfers, female teaching pros, SNAG Golf, Get Golf Ready, Right Tees and similar efforts.
2. Provide competent golf instruction for all levels of players.
3. Plan, organize, administer and participate in the City's junior golf program.
4. Provide, train and supervise assistant Golf Professionals, starters, marshals, player assistants, and other personnel necessary to perform requirements set forth in the Concession Agreement.
5. Attend Golf Course Advisory Board meetings and other meetings as required.
6. Represent the City in local PGA section activities and tournaments.
7. Constructively participate in an evaluation of the Golf Professional's operation on an annual basis.
8. Maintain a close relationship and cooperate with the Golf Course Superintendent.

9. Retrieve balls from practice range daily or as necessary, wash balls, stock ball machine, dispense balls to the public and collect range fees. Collect and account for all golf fees as established by City ordinance. The Golf Professional does not have the authority to waive any fees owed to the City by a customer or staff with the exception of the following:
    a. Issue refunds to an unsatisfied customers.
    b. City staff, only when authorized within the limit of a written policy established by the Director of Parks.
    c. A guest who presents an official City-issued complimentary pass or City-issued gift certificate.
    d. PGA golf professionals and GCSAA members.

EXHIBIT B
SCOPE OF PRO SHOP AND DRIVING RANGE SERVICES

I. Pro Shop and Driving Range.

A. The Contractor shall operate a golf pro shop in the clubhouse which shall stock a variety of golfing equipment (for sale and rent), supplies and related merchandise in sufficient quantity to meet the demands of customers of the golf course.

B. The Contractor shall provide all merchandise and display fixtures, stock, supplies and inventory for the shop.

C. The Contractor shall operate the driving range such operation to include making equipment and range balls available for use. The City shall provide replacement range balls as the current inventory of range balls wears out. Contractor shall also maintain the high quality hitting mats, range ball retrieval equipment, and range ball dispensing machine. Contractor shall retrieve range balls as needed to ensure balls are always available for customers. The City shall be responsible for replacing the range ball dispensing machine when the parties agree the machine has reached end of life.

D. The Contractor may retrieve and own any abandoned golf balls at SouthRidge Golf Course.

II. Merchandise Quality, Price Control. Contractor acknowledges the desire and obligation of City to provide the public and the golfer high quality merchandise and a high level of public service. Therefore, Contractor agrees to offer for sale from the clubhouse only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in high quality Fort Collins area operations. If, in the opinion of the City, the selection of items offered is inadequate, if the merchandise is not of high quality, if any of the prices, charges and rates are excessive, or if any of the items are found to be objectionable for display and/or sale in a public facility, a representative of the City shall meet and confer with Contractor regarding such matters, but Contractor acknowledges that the City's determination as to same shall be conclusive. Failure of Contractor to correct, rectify or modify its prices or quality within five (5) days of being advised in writing to do so shall be cause for default. Contractor shall not offer for sale gift certificates, vouchers, punch cards, or other similar services, except to the extent the same are restricted and limited in duration to one year or less.

III. Use of the Clubhouse. The Contractor shall use any and all parts of the clubhouse and designated areas of the golf cart storage building, hereinafter collectively referred to as "clubhouse," for the purpose of operating the concessions and for other incidental purposes only. The clubhouse shall not be used for any other purpose without the prior written consent of City.

IV. Maintenance and Repairs.

A. The City shall be responsible to maintain and repair the interior and exterior of the clubhouse. The City shall not in any way be liable to the Contractor for failure to make repairs unless the Contractor has previously notified the City in writing of a need for

such repairs, and the City has failed to commence and complete said repairs within a reasonable period of time following receipt of the notification.

B. The Contractor shall be liable for and shall reimburse the City for the cost of any repairs or damage caused by any act or negligence of the Contractor or its agents or employees.

C. The Contractor shall secure the retail pro shop area and shall provide janitorial services to that area, keeping it clean and in good sanitary condition as required by the ordinances, regulations and statutes of the City of Fort Collins, County of Larimer and State of Colorado and this Agreement.

D. The Contractor shall neither hold nor attempt to hold the City liable for any injury or damage, either proximate or remote, occasioned through or caused by defective electrical wiring or the breaking or stoppage of plumbing or sewage in or upon the clubhouse, whether said breakage or stoppage results from freezing or otherwise.

E. The Contractor shall not permit nor suffer the clubhouse or the walls thereof to be endangered by overloading nor permit it to be used for any purpose which would render the insurance thereon void or insurance risks more hazardous without prior written consent of the City, which consent may be conditioned upon the Contractor obtaining additional specific insurance coverage for such more hazardous risks.

V. Alterations and Improvements.

A. All alterations, additions, improvements or changes to the clubhouse by the Contractor subsequent to the commencement of the term shall be subject to the prior written approval of the City.

B. The City reserves the right, from time to time (without invalidating or modifying this Agreement), to make alterations, changes and additions to the land and improvements of which the clubhouse forms a part.

C. The Contractor hereby indemnifies and agrees to hold the City harmless from all liens, claims or charges on account of any alterations, additions, improvements or changes to the clubhouse by Contractor.

D. At the end of the term of this Agreement, all fixtures, equipment, additions and alterations, except trade fixtures installed by the Contractor, shall be and remain the property of the City. Provided, however, the City shall have the option to require the Contractor to remove any or all such fixtures, equipment, additions and alterations and restore the clubhouse to the condition that existed immediately prior to such change and installation, normal wear and tear excepted, all at the Contractor's cost and expense. All such work shall be done in a good and workmanlike manner and shall consist of new materials unless otherwise agreed to by the City.

VI. Credit Card Billing System. The City and the bank handling the City's banking services will allow the Contractor to use the City's credit card billing system for the collection of all City fees and charges, as well as for specified Golf Professional/Concession fees, with the Contractor paying for their share of said service, and at the rate established by the City.

EXHIBIT D

CITY-OWNED INVENTORY
SOUTHRIDGE CLUBHOUSE EQUIPMENT

Public Address System
Safe (bolted)
Window Coverings
DELL Point of Sale (2 Stations) W/GolfTrac System Credit Card Machines & Printer
Pro Shop Counter (Front & Back)
Slat Wall Paneling
Hanging Fan
Track Lighting
Fixed/Attached Shelving in Basement
Driving Range Distance Markers
Hanging Television and Rack in Golf Shop
All Phones
Power Washer for Carts
Price Board
Rolling Wooden Trash Bin,
Green Trash Enclosures Outside
Procom Wireless P.A. System & Battery
Charger & Case
We currently have 68 range baskets and 20 larger green baskets.
2 shag bags,
13 range mats,
2 receipt printers, 1 label printer, one laser printer, 2 gift card scanners and 2 credit card terminals
air compressor, pressure washer, snow blower, hoses
1 tv behind counter

EXHIBIT E
CONTRACTOR-PROVIDED PERSONAL PROPERTY

All Clothing/Golf Ball/Club/Shoe/Sunglass Displays
Mannequins (4)
Black Bookcases (2)
Brown Furniture Bookcases/Shelves (3)
Brown Drawer Displays (2)
32” Samsung TV (1)
Wood File Cabinet (1)
Brown Mini Drawers (1)
Brown High Table (1)
Metal/Wood Computer Stand (1)
Benches (2)
Office Desk (1)
All Pro Shop Artwork
All Push Carts/Rental Clubs
2 stools
computer and laser printer

EXHIBIT F
INSURANCE LIMITS

The Contractor will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Contractor shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies.

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Contractor, insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement.

Insurance certificates should show the certificate holder as follows:

City of Fort Collins
Purchasing Division
PO Box 580
Fort Collins, CO 80522

The City, its officers, agents and employees shall be named as additional insureds on the Contractor's general liability and automobile liability insurance policies by marking the appropriate box or adding a statement to this effect on the certificate, for any claims arising out of work performed under this Agreement.

Insurance coverages shall be as follows:

1. Workers' Compensation & Employer's Liability. The Contractor shall maintain Worker's Compensation and Employer's Liability insurance during the life of this Agreement for all of the Contractor's employees engaged in work performed under this Agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of $100,000 per accident, $500,000 disease aggregate, and $100,000 disease each employee, or as required by Colorado law.

2. General Liability. The Contractor shall maintain during the life of this Agreement General Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for General Liability shall not be less than $1,000,000 combined single limits for bodily injury and property damage.

Automobile Liability. The Contractor shall maintain during the life of this Agreement Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for Automobile Liability shall not be less than $1,000,000 combined single limits for bodily injury and property damage.

EXHIBIT G

AFFIDAVIT PURSUANT TO C.R.S. 24-76.5-103

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

___ I am a United States citizen, or

___ I am a Permanent Resident of the United States, or

___ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

_____ _____

Signature Date

INTERNAL USE ONLY Valid forms of identification

- ---current Colorado driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, instruction permit
- ---current Colorado identification card
- ---U.S. military card or dependent identification card
- ---U.S. coast guard merchant mariner card
- ---Native American tribal document

The following forms of identification may be accepted through February 28, 2007*

- ---original birth certificate from any state of the United States
- ---certificate verifying naturalized status by U.S. with photo and raised seal
- ---certificate verifying U.S. citizenship by U.S. government, e.g., U.S. passport
- ---order of adoption by a U.S. court with seal of certification
- ---valid driver's license from any state of the U.S. or the Dist. of Columbia excluding AK, HI, IL, MD, MI, NE, NM, NC, OR, TN, TX, UT, VT and WI
- ---valid immigration documents demonstrating lawful presence, e.g., current foreign passport with current I-551 stamp or visa, current foreign passport with I-94, I-94 with asylum status, unexpired Resident Alien card, Permanent Resident card or Employment Authorization card

*A waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Colorado I.D. or driver's license. Contact your department director.