

Service Agreement

A Study of Golf Course Existing Conditions and Recommended Remediation's

Michael D. Vogt, CGCS, CGIA

11/21/2017



An agreement for services for an investigational study and reporting of golf course existing conditions and recommended remediation's, between Sample Country Club, Anytown, USA and Michael D. Vogt, CGCS, CGIA, LLC, Saint Charles, Missouri.

November 24, 2017

SERVICE AGREEMENT
For Sample Country Club, Anytown, USA
GOLF COURSE EXISTING CONDITIONS and RECOMMENDED REMEDIATION'S
For

BASIC SERVICES for ONE-FOUR DAY VISIT

Michael D. Vogt, CGCS, CGIA, LLC, will evaluate the current condition of the one (1) thirty-six-hole golf course, practice areas, irrigation systems, drainage systems, labor quantity / quality and associated golf course equipment with regard to estimated useful life and needed capital / operational expenses to maintain specific golf course features and components to standards of like golf courses.

Michael D. Vogt's role will be to advise the management and other stakeholders to the current condition of its one (1) thirty-six-hole golf course and practice facilities. It will be Sample Country Club's ultimate responsibility to act as it feels is proper and to execute any recommendations or make decisions in its own best interest.

Sample Country Club herein after will be named "Golf Course", and or "The Club" and or "Sample Country Club".

Michael D. Vogt, CGCS, CGIA, LLC, herein after will be named "Consultant" and or "Michael D. Vogt, CGCS, CGIA".

Consultant will provide the following consulting services per this agreement:

1. Visual irrigation system audit including; pumping station(s), central and satellite control system(s) and random irrigation sprinkler head inspection, (Consultant is a Certified Golf Irrigation Auditor, #58853)¹. Included in this report will be an estimated replacement cost for renovation of the total irrigation system asset as it exists currently on the one (1) thirty six-hole golf course, and practice facilities and renovations or retrofits to bring the irrigation system to an acceptable standard of performance².
2. Consultant will conduct an inspection of all putting greens and turf nurseries on the one (1) thirty-six-hole golf course and practice facilities and report current conditions and limiting factors for optimum growth and health. Additionally, Consultant will estimate useful life and / or renovations required based on current conditions, surrounding environment, turf health and root-zone quality. An industry standard based on estimated replacement cost and renovations will be included on a per square foot basis to replace and /or renovate greens with USGA approved mixes, suitably selected turf surfaces, proper drainage and immediate surrounds².
3. Consultant will conduct an inspection of all tee surfaces on the one (1) thirty-six-hole golf course and practice facilities and report on limiting factors for optimum growth, turfgrass condition, appropriate size and root-zone condition. An industry standard based on estimated replacement and/or renovation cost will be included on a per square foot basis to replace and renovate tees, not including irrigation².

¹ Irrigation Association, CGIA, 2005 to present

² Golf Course Builders Association of America, Golf Course Construction & Renovation Costing, V.6

Basic Services (Continued)

4. Consultant will conduct an inspection of all sand bunkers on the one (1) thirty-six-hole golf course and practice facilities and report on drainage, sand purity, depth of sand and expected useful life. An industry standard based on estimated replacement cost with like-kind sand and drainage will be included on a per square foot basis to replace and/or renovate sand bunkers and immediate surrounds³.
5. Consultant will conduct an inspection of fairway turf on the one (1) thirty-six-hole golf course and practice facilities and report current condition compared to comparable golf courses. An industry standard, for renovation and/or replacement cost will be included on a per acre basis to finish grade and re-grass fairway turf with seed and/or sod based on proper turf variety³.
6. Consultant will conduct a cursory inspection of drainage systems on the one (1) thirty-six-hole golf course and practice facilities to the extent that is quantifiable. Due to the nature of the drainage asset and availability of as-built documents a cost to replace this feature may or may not be included³.
7. Consultant will evaluate golf cart path condition on the one (1) thirty-six-hole golf course and practice facilities. An industry standard estimated replacement cost will be included on a per square foot basis to replace cart paths with similar existing materials.
8. Consultant will evaluate golf maintenance equipment fleet currently in club's inventory. For each piece of inventoried equipment, a report of: type, model, condition, estimated useful life and estimated current replacement cost will be submitted.
9. Consultant will evaluate proper labor hours required to maintain golf course, grounds, practice facilities and sod nurseries. This data will be gathered from cycle times of individual job tasks required to maintain turf to a standard of like golf courses. Hours will reflect high season routine maintenance tasks and special cultural practices required to maintain optimum turf health.
10. Consultant will forward four (4) bound finished copies of report to The Club's designate.

BASIC FEE

This Contract Service Agreement includes the man-hours for one (1) four (4) day site visit by Consultant to evaluate, gather data, report will follow within thirty (30) days of site visit.

The Consultants fee for these basic services is **Four Thousand Five Hundred Dollars** (\$4,500.00). Reimbursable expenses as identified in this agreement are in addition to this basic fee.

EXTRA SERVICES

If more visits are requested by the Club, the cost would be **Two Thousand Five Hundred Dollars** (\$2,500.00) per each day for consulting time at the site including time required to prepare a follow-up report. Reimbursable expenses as identified in this agreement are in addition to this fee

³ Golf Course Builders Association of America, Golf Course Construction & Renovation Costing, V.6

REIMBURSABLE EXPENSES

Reimbursable expenses will be invoiced within thirty days following incurrence and due upon receipt; these amounts are not included in the basic fee amounts:

- Transportation / airfare / rental car.....Actual cost
- Lodging, meals, and miscellaneous expenses.....Actual cost
- Normal miscellaneous project expenses of telephone, fax, Copies, postage, etc. until project completion.....One Time \$50.00
- Special printing, delivery charges, laboratory tests, photography, and computer presentation.....Actual cost

FEE / EXPENSE PAYMENTS

Consultant will invoice complete balance upon completion. All fee and expenses invoices are due upon receipt.

An initial retainer of **Five Hundred Dollars** (\$500.00) is due with the executed agreement, and is applicable to the final invoice.

GENERAL CONDITIONS

McMahon Group, Inc. is not providing any services for this project. The Golf Course acknowledges that it is entering into an agreement solely with Michael D. Vogt, CGCS, CGIA, LLC, for these services. Michael D. Vogt, CGCS, CGIA, LLC, has no liability for errors and omissions for consultation, product use or performance on these golf courses, or its surrounding grounds. All golf course feature cost estimates will be based on Golf Course Builders Association of America's, Golf Course Construction & Renovation Costing Version 6.

Michael D. Vogt, CGCS, CGIA, LLC, and The Club acknowledges and agrees that Michael D. Vogt, CGCS, CGIA, LLC, is being retained to review existing conditions of the Golf Course Michael D. Vogt, CGCS, CGIA, LLC, does not and cannot guarantee the financial, agronomic, and / or financial success of the Golf Course, and no liability or responsibility shall inure to Michael D. Vogt, CGCS, CGIA, LLC, or McMahon Group, Inc. or its officers, directors, shareholders, employees, agents or representatives if the results of Michael D. Vogt, CGCS, CGIA, LLC, efforts hereunder are not successful or do not meet the Golf Course's expectations.

In consideration of Michael D. Vogt, CGCS, CGIA, LLC, providing the services to The Club described herein, the Golf Course covenants and agrees to defend, indemnify, and hold harmless Michael D. Vogt, CGCS, CGIA, LLC, from and against all actions, claims, costs damages, demands, expenses and liabilities (including, but not limited to reasonable attorney's fees, court costs, expert witness fees and any amounts paid in settlement of any litigation or controversy) imposed upon, incurred by or asserted against Michael D. Vogt, CGCS, CGIA, LLC, arising directly or indirectly out of Michael D. Vogt's, CGCS, CGIA, performance of services pursuant to this agreement, excluding only acts or omissions of Michael D. Vogt, CGCS, CGIA, LLC, constituting gross negligence.

General Conditions (Continued)

The Club understands that the consultant's duties are limited to those described in the Service Agreement and that it is beyond the scope of Consultant's engagement to be responsible for investigating, discovering, reporting or remedying defects of any nature with regard to The Club's physical premises, including, but not limited to, structural defects, mold, radon gas, pollutants of any nature, soil conditions, environmental impairment, improper storage, handling or disposal of hazardous or toxic materials, safety violations, improper application of chemicals and or fertilizers, or any other condition which may result in damage to The Club's potential liability to any third person or persons.

If for any reason, whatsoever, any term, covenant or condition of this agreement, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition is deemed to be independent of the remainder of the agreement and to be severable and divisible therefrom, and its invalidity, unenforceability or illegality does not effect, impair or invalidate the agreement or any part thereof; and continues to be applicable to and enforceable to the fullest extent permitted by law against any person or circumstance other than those as to which it has been held or rendered invalid, unenforceable or illegal.

If, for any reason, any of this indemnification is deemed invalid or unenforceable, in whole or in part, then the parties hereto expressly acknowledge, agree and consent that the maximum liability of Michael D. Vogt, CGCS, CGIA, pursuant to any cause or action arising out of or related to the agreement shall be limited to fees for Basic Services paid by the Golf Course to Michael D. Vogt, CGCS, CGIA, for services provided pursuant to this agreement.

This agreement shall be binding upon and shall inure to benefit to the parties hereto and their respective legal and personal representatives, voluntary and involuntary successors and permitted assigns.

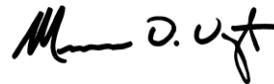
This agreement may be terminated by either party upon seven (7) days written notice. In the event of such termination by the Club, Michael D. Vogt, CGCS, CGIA, LLC, shall be compensated for all services performed to the termination date, together with reimbursable expenses then due.

This agreement represents the entire agreement between Sample Country Club and Michael D. Vogt, CGCS, CGIA, LLC, and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by the Golf Club and Michael D. Vogt, CGCS, CGIA. The terms of this agreement are valid for sixty (60) days from the date given on the first page of this document. If the project is not completed within three (1) months of this agreement date, the fees are subject to unilateral change by Michael D. Vogt, CGCS, CGIA, LLC.

This agreement is accepted by both parties and is governed by the laws of the State of Missouri and the Court of Saint Charles County will have jurisdiction in the event of a dispute. The work is to proceed as soon as mutually agreed upon by both Consultant and Sample Country Club.

ACCEPTED
SAMPLE COUNTRY CLUB
USA

MICHAEL D. VOGT, CGCS, CGIA, LLC,
Saint Charles, Missouri 63304



Duly Appointed Representative Date

Michael D. Vogt, CGCS, CGIA, LLC
Office- (800) 365-2498
Mobile- (636) 448-0699
Email- mikev@miketurf.com