

**AGREEMENT BETWEEN  
DAKOTA GOLF MANAGEMENT, INC.**

**AND**

**THE COUNTRY CLUB OF SIOUX FALLS**

**I. INTRODUCTION AND PURPOSE**

- A. This Agreement provides a framework in which The Country Club of Sioux Falls (CCSF) will compensate Dakota Golf Management, Inc. (DGM) for access to the City's three municipal courses, Elmwood, Prairie Green, and Kuehn Park for its members during a course renovation project. This agreement describes the relationship of the above named parties during this period.
- B. It is the purpose of this agreement to establish an understanding between DGM and CCSF regarding the responsibilities of each party and the conditions and procedures to be followed.

**II. TIME FRAME**

- A. CCSF intends to have its 18 hole course closed to play from August 15, 2017 through May 31, 2018.
- B. CCSF desires to have its membership be able to play golf at the City's courses during this time period.

**III. FINANCIAL PROVISIONS**

- A. For the period August 15, 2017 through May 31, 2018, CCSF will pay \$65,000 to the City's golf course contractor to allow CCSF members to have access to the City courses.
- B. For each round played under a total of 3,250 rounds, the payment can be reduced by \$20 per round, up to 750 rounds. This would result in a minimum payment of \$50,000 (\$20 per round x 2,500 rounds).
- C. In the event of a delay in the opening of the course, CCSF will pay \$20 per round for all additional rounds played after May 31, 2018.

- D. This consideration is for member access only. All additional services, including but not limited to guest fees, golf cart rental, driving range tokens, and food and beverage, are to be paid by the individual golfers each time they play.
- E. Payment will be made as follows: 60% (\$39,000) on August 1, 2017 and 40% (\$26,000) on March 1, 2018.
- F. All reconciling of any rebate from section III-B and/or extra rounds from section III-C will be done whenever the CCSF course opens and access ends.

#### IV. GENERAL PROVISIONS

- A. CCSF will have the same access to tee times at the courses as the general public, 7 days in advance.
- B. To accommodate CCSF Men's and Women's day play, DGM will block off tee times as follows at either Elmwood or Prairie Green based on CCSF preference and/or DGM scheduling needs:
  - a. Women's Day – Tuesdays from 1 PM - 3 PM
  - b. Men's Day – Thursdays from 12 PM - 2 PM

DGM and CCSF will work to make sure that the time frame being blocked off are commensurate with usage throughout the duration of the agreement.

- C. CCSF will provide DGM a list of member names and types (Adult, Junior, etc.) on July 15, 2017. CCSF members will have a membership card (existing CCSF card with bar code or DGM pass card) that they will use when they check in to play at the pro shop. CCSF will update DGM with any additions or deletions to the list as they occur throughout the duration of the agreement. DGM will not get any personal information other than names. If a CCSF member wants online tee time access, they will need to provide a valid email address.
- D. As with the general public, there will be times where course access is unavailable due to demand, tournaments, group events, etc.. DGM seldom has course closing events at the same time on different courses, so there is almost always a course available to play.
- E. CCSF members under 19 are to comply with the same restrictions as the City's Youth

Restricted season pass. Play is allowed on weekends and holidays as follows:

- a. Elmwood and Prairie Green – After 2 PM.
- b. Kuehn Park – Before 11 AM

Play during restricted times, WITH AN ADULT, is allowed with the payment of a green fee of \$3 for 9 holes or \$5 for 18 holes.

F. DGM will provide a monthly report of rounds played for each month that the courses are open during the agreement.

G. DGM and CCSF will meet monthly to discuss concerns and issues that may arise during the agreement.

V. OTHER PROVISIONS

This agreement will remain in force between the parties until the CCSF project is completed, access ceases, and all relevant compensations have been reconciled.

VI. MODIFICATION

This agreement represents the entire agreement between the parties and the agreement may be modified only by written consent of both of the parties which the parties agree not to unreasonably withhold.

VII. CONTINGENCY

This agreement is contingent upon the CCSF decision to proceed with the project.

**Dakota Golf Management, Inc.**

Tom Jansa, President

Date

**The Country Club of Sioux Falls**



Tim Walton, General Manager

3/14/17

Date