

Golf Course Advertising Brokerage Partnership Agreement

Date: _____

This agreement ("agreement") is made between:

Champion Links LLC (hereinafter referred to as "Broker") and _____ **[Golf Course Name]** ("Course") with its principal place of business at _____ **[Golf Course Address]** (hereinafter referred to as "Course") as of _____ **[Date]**.

WHEREAS:

- Broker is in the business of brokering advertising opportunities to connect businesses with targeted audiences.
- Course owns and operates a golf course and possesses potential advertising space opportunities on its property.
- Both parties desire to enter into a partnership for Broker to facilitate advertising agreements with third-party advertisers ("Advertisers") for advertising space on the Course's property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. APPOINTMENT of BROKER

1.1. Course hereby appoints Broker as its **Non-exclusive** broker for the purpose of soliciting and facilitating Advertising Agreements for advertising space on the Course's property (the "Advertising Spaces"). The specific Advertising Spaces will be identified and agreed upon in writing in subsequent Advertising Agreements.

2. BROKER'S RESPONSIBILITIES

2.1. Broker agrees to use commercially reasonable efforts to identify, solicit, and secure potential Advertisers for advertising opportunities at the Course.

2.2. Broker will facilitate the negotiation and execution of a written Advertising Agreement directly between the Advertiser, the Course, and the Broker, outlining the terms of the advertisement, placement, duration, financial arrangements, and other relevant details.

2.3. Broker will be responsible for the coordination of ad placement and implementation with the Course's designated personnel, ensuring the advertisement is displayed according to the terms of the Advertising Agreement.

2.4. Broker will serve as the primary point of contact for the Advertiser regarding all aspects of the advertising campaign, including but not limited to communication, performance updates, and any necessary adjustments.

2.5. Broker will be responsible for tracking and providing the Advertiser with agreed-upon

performance metrics and statistics related to their advertising campaign, to the extent that such data is reasonably available from the Course or through Broker's tracking methods, as specified in the Advertising Agreement.

2.6. Broker will present potential Advertising Agreements to the Course for its review and final written approval, which shall not be unreasonably withheld.

2.7. All advertising materials, tracking systems, data analytics, or intellectual property developed or used by Broker in connection with Advertising Agreements shall remain the sole and exclusive property of Broker unless otherwise agreed in writing.

3. COURSE RESPONSIBILITIES

3.1. Course agrees to cooperate in good faith with Broker to identify suitable Advertising Spaces on its property.

3.2. Course will provide Broker with reasonable access to the Course property as necessary for Broker to perform its duties under this Agreement, subject to the Course's operating hours and security procedures, with reasonable advance notice provided by Broker.

3.3. Course retains the right to review and provide final written approval of each proposed Advertising Agreement, including the Advertiser, the general nature of the advertisement, the proposed placement, and the duration.

3.4. Course will designate a point of contact for Broker regarding advertising matters.

4. NON-CIRCUMVENTION

4.1. Course agrees that for a period of 36 months following the termination of this Agreement, it shall not directly or indirectly engage, solicit, or accept advertising services or proposals from any Advertiser introduced by Broker without Broker's prior written consent. An 'Advertiser introduced by Broker' includes any individual, company, or representative to whom Broker facilitated contact, made an introduction, submitted a proposal, or initiated advertising negotiations on behalf of the Course.

4.2. In the event that Course enters into any such advertising arrangement in violation of this clause, Course shall pay Broker a referral fee equal to thirty percent (30%) of the total contract value, or as otherwise agreed. Broker shall also be entitled to recover reasonable legal fees and costs incurred in enforcing this provision.

4.3. The parties agree that Broker's records (including email, messaging, or documented outreach) shall constitute prima facie evidence of an introduction for the purposes of this clause.

5. FINANCIAL TERMS

5.1. The specific financial terms, including the advertising fees payable by the Advertiser and the fee payable to Broker, will be outlined and agreed upon in writing in separate Advertising Agreements executed between the Broker, Course, and the Advertiser. This Partnership Agreement does not establish the final financial arrangements for any specific advertising

placement.

6. TERM & TERMINATION

6.1. This Agreement shall commence as of the date signed by both parties ("Effective Date") and shall continue for an initial term of _____[Number] [Months/Years] (the "Initial Term").

6.2. This Agreement may be automatically renewed for successive terms unless either party provides written notice of non-renewal to the other party at least 5 days prior to the end of the then-current term.

6.3. Either party may terminate this Agreement upon 5 days written notice to the other party in the event of a material breach of this Agreement by the other party, which breach remains uncured after 3 days following written notice of such breach.

6.4. Course may terminate this Agreement at any time upon 5 days written notice to Broker, with or without cause, subject to any ongoing Advertising Agreements secured by Broker. The terms of termination regarding existing Advertising Agreements will be addressed in those specific agreements.

6.5. Broker may terminate this Agreement at any time upon 5 days written notice to Course, with or without cause.

6.6. Notwithstanding any notice periods, deadlines, or terms set forth in this Agreement, the parties may mutually agree in writing (including by email confirmation) to modify, waive, or accelerate any such requirements, including but not limited to notice periods for termination or approvals. Any such modification shall be valid only if agreed to by both parties in writing.

7. GOVERNING LAW

7.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles.

8. ENTIRE AGREEMENT

8.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

9. AMENDMENTS

9.1. No amendment to or modification of this Agreement shall be effective unless made in writing and signed by duly authorized representatives of both parties.

10. NOTICES

10.1. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail (return receipt requested), or sent by reputable overnight courier service to the addresses set forth above (or to such other address as a party may designate by notice to the other party).

11. INDEPENDENT CONTRACTORS

11.1. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed to create any agency, partnership, joint venture, employment, or fiduciary relationship between the parties, and neither party shall have the authority to bind the other in any way.

12. ASSIGNMENT

12.1. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

13. CONFIDENTIALITY

13.1. Each party agrees to maintain the confidentiality of all non-public, proprietary, or sensitive information disclosed in connection with this Agreement ("Confidential Information"), including but not limited to advertiser contacts, pricing structures, tracking methodologies, and strategic plans. Confidential Information shall not be disclosed to any third party or used for any purpose other than performance under this Agreement, except with prior written consent or as required by law. Each party shall take reasonable measures to protect the confidentiality of such information. These obligations shall survive termination of this Agreement for a period of two (2) years.

AGREEMENT ACCEPTANCE

This Agreement constitutes the full and complete agreement between the parties and supersedes all prior discussions or understandings, whether oral or written. Each party is signing this agreement on the date stated opposite that party's signature.

By signing below, both parties agree to the terms listed

[CHAMPION LINKS]

Date: _____

Signed: _____

Name: _____

Title: _____

[GOLF COURSE NAME]

Date: _____

Signed: _____

Name: _____

Title: _____