

Three-Party Advertising Agreement

OVERVIEW

Effective Date: _____

This Advertising Agreement ("Agreement") is entered into by and between:

1. Champion Links LLC ("Broker"), a Colorado limited liability company;
2. _____[Advertiser Name] ("Advertiser"), a _____[Entity Type] with a principal place of business at [Advertiser Address]; and
3. _____[Golf Course Name] ("Course"), with a principal place of business at [Course Address].

Each a "Party" and collectively referred to as "the Parties."

1. PURPOSE

1.1. The purpose of this Agreement is to formalize the arrangement under which Broker will facilitate and manage advertising by Advertiser at the Course, including the installation, maintenance, and tracking of physical and/or digital advertisements on the Course property. This arrangement is intended to benefit the Advertiser by providing access to the Course's valuable patron demographic for marketing purposes, to benefit the Course by generating passive income through the utilization of its advertising spaces, and to benefit the Broker by earning a fee for its services in facilitating and managing this advertising campaign.

2. ADVERTISING SCOPE & DETAILS

2.1. Ad Placement: The advertisement(s) will be placed in the following location(s) on Course property, subject to final written approval by Course.

Placement #1: _____

Placement #2 (if applicable): _____

Placement #3 (if applicable): _____

2.2. Duration: The advertisement(s) will be displayed for a term of _____[Number] [days/weeks/months], beginning on _____[Start Date] and ending on _____[End Date], unless otherwise modified in writing.

2.3. Creative Content: Advertiser shall submit all advertising materials to Course for its prior written approval. Course reserves the absolute right to reject any content that it deems, in its sole and unfettered discretion, to be inappropriate, offensive, misaligned with its brand image, or otherwise objectionable for any reason whatsoever. Failure of Course to explicitly reject content within 7 business days shall not be deemed approval. Advertiser acknowledges that Course's approval does not constitute an endorsement of Advertiser's products or services."

2.4. Installation: Broker will coordinate the installation of the advertisement with Course, and is responsible for ensuring proper placement, quality, and timing in accordance with this Agreement. Advertiser shall bear all costs associated with the production and delivery of the advertising materials to the Course, unless otherwise expressly agreed upon in writing.

Disclaimer: While Broker will coordinate installation, Broker does not guarantee the visibility or impact of the advertisement due to factors beyond Broker's reasonable control, such as weather, course conditions, or patron behavior.

3. PAYMENT TERMS

3.1. Advertising Placement Fee: Advertiser agrees to remit payment of \$_____ directly to the Course as compensation for the advertising placement rights outlined in this Agreement. Payment shall be made within **seven (7) calendar days** following the execution of this Agreement, unless otherwise agreed upon in writing by the Advertiser and the Course.

3.2. Broker Commission Fee: In consideration for services rendered – including facilitating the advertising placement, coordinating installation, and providing maintenance and performance reporting – Advertiser agrees to pay Broker a commission fee of \$_____. Broker shall issue an invoice to Advertiser upon execution of this Agreement, and payment is due within **seven (7) calendar days** of receipt. Payments may be made via ACH transfer, credit/debit card, or another method reasonably designated by Broker.

3.3. Term and Renewal: This Agreement shall remain in effect for an initial term of _____, beginning on the effective date. Unless otherwise agreed in writing, the Agreement will automatically renew for successive terms of equal length at the conclusion of each term, subject to mutual agreement on pricing and conditions for the upcoming term. Either party may decline renewal by providing written notice at least **thirty (30) days** prior to the end of the current term.

3.4. Independent Payment Obligations: The payments described in Sections 3.1 and 3.2 are **independent obligations**. Advertiser's payment to the Course does not offset or reduce the commission fee owed to Broker, and vice versa. Each party is responsible for their respective invoicing and collection processes.

3.5. Confirmation and Recordkeeping: Upon receipt of payments, both Broker and Course shall provide written confirmation to Advertiser. All parties agree to maintain accurate records of payments made and received under this Agreement and to make such records reasonably

available upon request for verification purposes.

3.6. Prorated Refund for Early Removal: In the event the advertisement must be removed prior to the end of the agreed-upon campaign term for any reason not caused by the Advertiser, including but not limited to Course policy changes, safety concerns, facility damage, or other unforeseen circumstances, the Advertiser shall be entitled to a prorated refund. The refund shall be calculated based on the number of days the advertisement was actually displayed, relative to the total number of days in the originally agreed campaign period.

3.7. Refund Method: Any refund due under this section shall be issued by Broker to Advertiser within fifteen (15) business days of written notice of early removal, unless otherwise agreed in writing. The Broker shall not be held liable for delays caused by Course, but shall make good faith efforts to ensure timely resolution.

3.8. Exclusions: This refund policy does not apply to early removal initiated by the Advertiser or due to a breach of this Agreement by the Advertiser.

4. BROKER'S SERVICES & OBLIGATIONS

4.1. Primary Liaison: Broker shall act as the primary point of contact and liaison between the Advertiser and the Golf Course, facilitating all communications and ensuring the timely execution of all campaign-related matters.

4.2. Campaign Coordination: Broker shall be solely responsible for coordinating all aspects of the advertising campaign, including but not limited to: ad material delivery and installation, logistical arrangements with the Golf Course, scheduling, and ensuring compliance with the terms of this Agreement.

4.3. Maintenance & Performance Tracking: Broker shall maintain the advertising materials in good condition throughout the campaign term and shall install any tracking tools (including, but not limited to, QR codes or other digital metrics) necessary to monitor campaign engagement.

4.4. Reporting Obligations: Broker shall collect and compile performance data and deliver campaign performance reports to the Advertiser in a commercially reasonable format. Reports shall include, at minimum, impressions, scan rates, and other relevant engagement metrics.

4.5. Reporting Intervals: Performance reports shall be delivered to the Advertiser on a _____ basis, beginning _____ [Start Date], unless otherwise specified in a written Addendum signed by both parties.

4.6. Accuracy of Reporting: Broker represents and warrants that all performance metrics and related data provided to the Advertiser are, to the best of Broker's knowledge and belief, accurate and compiled in good faith using commercially reasonable tracking practices.

5. COURSES SERVICES & OBLIGATIONS

5.1 Ad Placement Authorization: Course hereby grants Broker and Advertiser the right to install and maintain advertising materials in the approved location(s) on the Course premises for the full duration of the campaign term, as specified in this Agreement or in a mutually executed Addendum.

5.2. Non-Interference: Course agrees not to remove, obscure, relocate, or otherwise interfere with the advertising materials without the prior written consent of Broker, except in cases of emergency, safety concerns, or violation of established Course policies. In such cases, Course shall provide Broker with prompt written notice describing the reason for the action and shall also permit Broker to communicate the situation to the Advertiser in a timely and transparent manner. Course further agrees to cooperate in good faith with any resulting discussions involving the Advertiser.

5.3. Access & Cooperation: Course shall provide Broker and its designated personnel with reasonable access to the premises, during normal business hours or as otherwise agreed, for the purposes of installation, inspection, maintenance, and removal of the advertising materials.

5.4. Preservation of Ad Integrity: Course shall make commercially reasonable efforts to ensure the advertisement remains visible, unobstructed, and in good condition throughout the campaign term, and shall promptly notify Broker of any damage, vandalism, or maintenance issues affecting the advertisement.

6. ADVERTISERS SERVICES & OBLIGATIONS

6.1. Ownership and Rights: Advertiser represents and warrants that it owns or has secured all necessary licenses, rights, consents, and permissions to use the content and materials submitted for advertising under this Agreement, and that such use will not infringe or violate the rights of any third party.

6.2. Content Compliance: Advertiser agrees not to submit or use any content that is false, misleading, infringing, defamatory, obscene, or otherwise in violation of any applicable law, regulation, or public policy. Broker and Course reserve the right to reject any content that, in their reasonable discretion, fails to meet these standards.

6.3. Timely Submission: Advertiser shall be solely responsible for delivering all advertising materials, including creatives and assets, in a timely manner and in the format requested by Broker. Any delay in submission may affect the campaign launch date, and Broker shall not be

liable for any such delay caused by the Advertiser.

6.4. Content Updates or Replacements: If Advertiser requests to update or replace advertising content during the campaign term, such changes must be approved by Broker and Course in advance and may be subject to additional logistical costs, unless otherwise agreed in writing.

6.5. Approval Period: All advertising materials are subject to a standard review and approval period of 7 business days following submission. Campaign start dates may be adjusted accordingly to accommodate this approval process.

6.6. Indemnification: Advertiser agrees to indemnify, defend, and hold harmless Broker and Course, and their respective officers, employees, and agents, from and against any and all claims, liabilities, losses, damages, or expenses (including reasonable attorney's fees) arising out of or related to (a) the content provided by Advertiser, (b) any breach of this Agreement by Advertiser, or (c) any third-party claim that the advertisement content infringes intellectual property or other rights.

7. CANCELLATION & MODIFICATION

7.1. Mutual Modifications: Any Party may propose a modification to the campaign duration, ad placement, or other material terms. No modification shall be valid unless set forth in a written instrument signed by all Parties.

7.2. Advertiser Cancellation: Advertiser may cancel the campaign by providing no less than seven (7) days' prior written notice. Refunds, if any, will be provided only if ad production has not yet commenced for the applicable campaign interval, and the cancellation occurs more than seven (7) days before the campaign start date, unless otherwise agreed in writing.

7.3. Early Termination for Cause: This Agreement may be terminated prior to its natural expiration by mutual written agreement of the Parties, or by any Party with at least seven (7) days' written notice if another Party materially breaches this Agreement and fails to cure such breach within three (3) business days of receiving written notice of the same.

7.4. Flexible Terms Clause: Any deadlines, timeframes, or notice periods stated in this Agreement may be shortened, extended, or otherwise modified with the express written consent of all Parties, even if inconsistent with other provisions herein.

7.5. Survival of Obligations: The termination or expiration of this Agreement shall not affect any rights or obligations which, by their nature, are intended to survive, including but not limited to confidentiality, indemnification, and refund provisions.

8. CONFIDENTIALITY

8.1. Definition of Confidential Information: "Confidential Information" shall mean any

non-public information disclosed by one Party (the "Disclosing Party") to the other Parties (the "Receiving Parties"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation, business plans, financial information, pricing, customer lists, contact information, marketing strategies, and proprietary technologies. For the avoidance of doubt, the terms of this Agreement shall be considered Confidential Information.

8.2. Obligations of Receiving Parties: Each Receiving Party agrees that it shall: * Hold the Disclosing Party's Confidential Information in strict confidence. * Not disclose such Confidential Information to any third party without the Disclosing Party's prior written consent, except to its employees, contractors, and advisors who have a need to know the information and are bound by confidentiality obligations at least as restrictive as those contained herein. * Use the Confidential Information solely for the purpose of performing its obligations and exercising its rights under this Agreement. * Protect the Confidential Information from unauthorized access, use, or disclosure using at least the same degree of care that it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

8.3. Exclusions: The obligations of confidentiality under this Section shall not apply to information that: (a) is or becomes publicly known through no fault of the Receiving Party; (b) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (c) is rightfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (d) is required to be disclosed by law or court order, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement to allow the Disclosing Party to seek a protective order or other appropriate remedy.

8.4. Survival: The obligations of confidentiality under this Section shall survive the termination or expiration of this Agreement for a period of two (2) years.

9. INTELLECTUAL PROPERTY

9.1. Advertiser Content: Advertiser retains all right, title, and interest in and to its advertising content, including but not limited to trademarks, copyrights, logos, slogans, and other intellectual property rights therein (collectively, "Advertiser IP"). Advertiser grants Broker and Course a limited, non-exclusive, royalty-free license to use, reproduce, display, and distribute the Advertiser IP solely for the purpose of fulfilling their obligations under this Agreement during the Term.

9.2. Broker IP: Broker retains all right, title, and interest in and to its tracking technology, design templates (excluding Advertiser IP incorporated therein), systems, methodologies, and other intellectual property rights used to manage or implement the campaign (collectively, "Broker IP"). This Agreement does not grant Advertiser or Course any license or right to use Broker IP except as strictly necessary for Broker to provide the services hereunder.

9.3. Course IP: Course retains all right, title, and interest in and to its name, logos, trademarks,

service marks, and other intellectual property (collectively, "Course IP"). Broker and Advertiser shall not use Course IP without the Course's prior written consent, except as may be incidentally necessary to identify the Course as the location of the advertisement.

10. INDEMNIFICATION & LIABILITY

10.1. Indemnification by Advertiser: Advertiser shall indemnify, defend, and hold harmless Broker and Course, and their respective affiliates, officers, directors, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of or relating to: (a) Advertiser's breach of any representation or warranty made herein; (b) the content of the advertisement, including but not limited to claims of infringement, defamation, libel, slander, invasion of privacy, false advertising, or violation of any law or regulation; (c) Advertiser's negligence or willful misconduct; (d) any injury to persons or property caused by or arising out of Advertiser's products or services advertised; or (e) Advertiser's failure to have all necessary rights and permissions for the advertising content.

10.2. Indemnification by Course: Course shall indemnify, defend, and hold harmless Broker and Advertiser, and their respective Indemnified Parties, from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of or relating to: (a) Course's gross negligence or willful misconduct directly related to the improper placement or maintenance of the approved Advertising Space (excluding damage caused by third parties or Force Majeure events); (b) Course's breach of any representation or warranty made herein; or (c) any injury to persons or property directly caused by the inherent condition or defect of the designated Advertising Space, provided Course had actual knowledge of such condition or defect and failed to remedy it with reasonable diligence.

10.3. Indemnification by Broker: Broker shall indemnify, defend, and hold harmless Advertiser and Course, and their respective Indemnified Parties, from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising solely out of Broker's gross negligence or willful misconduct directly related to the coordination of the initial installation of the advertisement, or Broker's material breach of its express obligations under this Agreement.

10.4. Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BROKER BE LIABLE TO ADVERTISER OR COURSE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EVEN IF BROKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BROKER'S TOTAL CUMULATIVE LIABILITY TO

ADVERTISER AND COURSE FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL ADVERTISING FEE ACTUALLY PAID BY ADVERTISER TO BROKER UNDER THIS AGREEMENT.

10.5. Mutual Waiver of Consequential Damages: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADVERTISER AND COURSE EACH WAIVE ANY RIGHT TO RECOVER FROM BROKER, AND BROKER WAIVES ANY RIGHT TO RECOVER FROM ADVERTISER OR COURSE, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

11. FORCE MAJEURE

11.1. Definition: "Force Majeure Event" shall mean any event beyond the reasonable control of a Party, including, without limitation, acts of God, fire, flood, earthquake, storm, hurricane, other natural disasters, war, terrorism, civil unrest, strikes, lockouts, labor disputes, governmental actions, orders, or regulations, pandemics, and failures of public utilities or transportation.

11.2. Effect of Force Majeure: Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement (other than payment obligations) to the extent that such delay or failure is directly caused by a Force Majeure Event, provided that the affected Party: (a) promptly notifies the other Parties in writing of the occurrence and nature of the Force Majeure Event; (b) uses commercially reasonable efforts to mitigate the effects of such Force Majeure Event and resume performance as soon as reasonably practicable; and (c) keeps the other Parties reasonably informed of the status of the Force Majeure Event and its efforts to resume performance.

11.3. Termination for Prolonged Force Majeure: If a Force Majeure Event prevents a Party from performing its material obligations under this Agreement for a continuous period of 7 days, any Party may terminate this Agreement upon written notice to the other Parties.

12. MISCELLANEOUS

12.1. Governing Law and Venue: 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. The Parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in Boulder County, Colorado, for the resolution of any disputes arising out of or relating to this Agreement.

12.2. Entire Agreement: This Agreement, including any attached Exhibits or Addenda, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications, agreements, representations, and warranties, whether oral or written.

12.3. Amendments: No amendment to or modification of this Agreement shall be valid or binding unless it is in writing and duly executed by authorized representatives of all Parties.

12.4. Counterparts: This Agreement may be executed in counterparts, including electronic signatures (e.g., via DocuSign or similar legally recognized platforms), each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

12.5. Notices: All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when (a) delivered personally; (b) sent by certified or registered mail, return receipt requested; or (c) sent by a reputable overnight courier service (e.g., FedEx, UPS) to the addresses set forth in the Overview section of this Agreement (or to such other address as a Party may designate by notice to the other Parties). Notices sent by overnight courier shall be deemed received on the next business day following dispatch. Notices sent by certified or registered mail shall be deemed received five (5) business days after mailing.

12.6. Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, such provision shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal, or unenforceable provision. The Parties agree to negotiate in good faith to replace the severed provision with a valid and enforceable provision that achieves the original intent of the Parties as closely as possible.

12.7. No Third-Party Beneficiaries: This Agreement is intended solely for the benefit of the Parties hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

12.8. Attorneys' Fees: In the event of any legal action or proceeding to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such action or proceeding, in addition to any other relief to which it may be entitled.

AGREEMENT ACCEPTANCE

Each party is signing this agreement on the date stated opposite that party's signature.

By signing below, all parties agree to the terms listed

[CHAMPION LINKS]

Date: _____

Signed: _____

Name:

Title:

[GOLF COURSE]

Date:

Signed:

Name:

Title:

[ADVERTISER]

Date:

Signed:

Name:

Title:
