

BRAE BURN GOLF CLUB, INC.
GOLF LEAGUE CONTRACT 2009 SEASON

THIS AGREEMENT, MADE AND ENTERED INTO THIS _____ DAY OF _____ 2009 BETWEEN THE _____ GOLF LEAGUE CONTRACTING FOR _____ TEE TIMES WITH A MAXIMUM OF _____ LEAGUE PLAYERS, HEREINAFTER REFERRED TO AS THE LEAGUE AND BRAE BURN GOLF CLUB, INC., HEREINAFTER REFERRED TO AS THE CLUB. WHEREAS THE LEAGUE IS DESIROUS OF RESERVING THE PRIVILEGE OF THE USE OF THE CLUB'S COURSE ON THE DATES AND TIME HEREINAFTER SPECIFIED.

IT IS MUTUALLY UNDERSTOOD, PROMISED AND AGREED THAT THE LEAGUE SHALL RESERVE AND PAY FOR _____ TEE TIMES FOR THE LEAGUE EACH _____ FROM APPROXIMATELY _____ TO _____ FOR _____ WEEKS.

IT IS MUTUALLY UNDERSTOOD, PROMISED AND AGREED THAT THE CLUB SHALL RESERVE _____ TEE TIMES FOR THE LEAGUE EACH _____ FROM APPROXIMATELY _____ TO _____ FOR _____ WEEKS COMMENCING _____, 2009, AND ENDING _____, 2009.

THE LEAGUE WILL GUARANTEE PAYMENT FOR _____ TEE TIMES WITH A MAXIMUM OF _____ PLAYERS EACH WEEK. THE WEEKLY RATE FOR EACH TEE TIME IS \$104.00 AND INCLUDES LEAGUE NINE HOLES WITH POWER CART. THE LEAGUES WEEKLY OBLIGATION TO THE CLUB SHALL BE \$_____. PAYMENT FOR LEAGUE PLAY IS REQUIRED TO BE PAID USING THE FOLLOWING SCHEDULE. **FIRST PAYMENT \$_____ (6 WEEKS) IS DUE ON APRIL 17, 2009, SECOND PAYMENT \$_____ (6 WEEKS) IS DUE MAY 12, 2009, THIRD PAYMENT \$_____ (5 WEEKS) IS DUE JUNE 9, 2009.** PAYMENT IS EXPECTED IN THE FORM OF CASH OR CHECK.

PRIOR TO _____, 2009, THE LEAGUE SHALL DEPOSIT \$_____ (1 WEEK) WITH THE CLUB. THE DEPOSIT EQUALS THE LEAGUES LAST WEEK OF LEAGUE PLAY. THIS SUM IS NOT REFUNDABLE IF THE LEAGUE SHOULD TERMINATE THIS CONTRACT AT ANY TIME PRIOR TO THE LEAGUES FIRST SCHEDULED DATE OF PLAY AS SPECIFIED ABOVE.

A LEAGUE OFFICER SHALL PAY FOR LEAGUE PLAY ACCORDING TO THE PAYMENT SCHEDULE LISTED ABOVE. THE CLUB'S POLICIES AND REGULATIONS SHALL GOVERN ALL LEAGUE PLAY AND PLAYERS. THE CLUB RESERVES THE RIGHT, AT ANY TIME, TO REFUSE THE USE OF IT'S COURSE AND FACILITIES TO ANY LEAGUE MEMBERS CONDUCTING HIM OR HERSELF IN SUCH A MANNER AS TO UNDULY OFFEND OTHER PERSONS EMPLOYED BY OR USING THE CLUB'S FACILITIES. **IT IS AGAINST THE STATE OF MICHIGAN LIQUOR CONTROL COMMISSION LAWS TO BRING AND CONSUME YOUR OWN ALCOHOLIC BEVERAGES ON THESE PREMISES. ANY ONE BRINGING THEIR OWN ALCOHOLIC BEVERAGES TO THIS FACILITY WILL BE SUSPENDED FROM LEAGUE PLAY WITH NO REFUNDS!** IN THE EVENT THERE ARE NO LEAGUES MEMBERS ON THE TEE AND READY TO BEGIN PLAY AT THE AFOREMENTIONED STARTING TIME, THE CLUB RESERVES THE RIGHT TO BEGIN PLAY "IN THE COURSE" TO MAINTAIN THE CLUB'S TEE TIME SCHEDULE. THE CLUB ALSO RETAINS THE RIGHT TO DELAY THE TEE TIMES OF THOSE INDIVIDUALS IN THE LEAGUE WHO ARE NOT ABLE TO TEE OFF BY THE LAST SCHEDULED TEE TIME. THE TEE TIME SCHEDULE FOR THE LEAGUE AND ALSO THOSE LEAGUES THAT FOLLOW IN SUCCESSION WILL BE FOLLOWED AND ENFORCED BY THE CLUB'S EMPLOYEES. THE CLUB ALSO RESERVES THE RIGHT TO POSTPONE LEAGUE PLAY ON ALL HOLIDAYS AND UP TO TWO OTHER TIMES DUE TO GOLF OUTINGS OR TOURNAMENTS. THE CLUB RESERVES THE RIGHT TO CHANGE TIMES AND OR RATES (WITHIN REASON) WITH WRITTEN NOTICE TO THE LEAGUE OF SUCH CHANGES.

IN THE EVENT OF INCLEMENT WEATHER, THE CLUB SHALL MAKE THE DETERMINATION

OF AND BE THE SOLE JUDGE AS TO WHETHER OR NOT THE COURSE IS PLAYABLE AND WHETHER OR NOT LEAGUE PLAY IS CANCELED. FURTHER, IN THE EVENT OF A WEATHER DELAY LEAGUE PLAY MUST BEGIN WITHIN 15 MINUTES OF THE FIRST SCHEDULED TEE TIME. IN THE EVENT OF A POSTPONEMENT DUE TO INCLEMENT WEATHER OR HOLIDAYS, ALL LEAGUES WILL CONTINUE IN THE SAME SCHEDULED WEEKLY ROTATION AS FAR AS ALTERNATING NINES FROM WEEK TO WEEK. DURING INCLEMENT WEATHER ANY LEAGUE IN WHICH 50% OR MORE OF THE LEAGUE MEMBERS HAVE COMPLETED FOUR OR MORE HOLES OF GOLF WILL BE CONSIDERED TO HAVE COMPLETED ITS LEAGUE NINE. ALL CANCELED PLAY MUST BE RESCHEDULED.

THE CLUB UNDERSTANDS IT AND THE LEAGUE THAT THE RENEWAL OR TERMINATION OF THE AGREEMENT FOR THE 2009 SEASON'S PLAY MUST BE SIGNED PRIOR TO AUGUST 1, 2009 OTHERWISE THE TIME WILL BE UNDERSTOOD TO BE OPEN TO OTHER INQUIRIES. NO LEAGUE WILL BE RECOGNIZED UNLESS A SIGNED CONTRACT IS ON FILE WITH THE CLUB AND THE LEAGUE DEPOSIT HAS BEEN PAID PRIOR TO AUGUST 1, 2009.

IT IS FURTHER AGREED THAT NO ORAL OR WRITTEN AGREEMENTS HAVE BEEN ENTERED INTO BETWEEN THE PARTIES. THIS CONTRACT COVERS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO.

BRAE BURN GOLF CLUB IS A SOFT SPIKE ONLY FACILITY!

BY _____
BRAE BURN GOLF CLUB

DEPOSIT \$ _____

DATE _____

RECEIPT _____

LEAGUE NAME _____

LEAGUE OFFICER _____

ADDRESS _____

CITY, STATE & ZIP _____

BUSINESS PHONE _____

HOME PHONE _____

EMAIL ADDRESS _____

SIGNATURE OF
LEAGUE OFFICER _____

DATE _____

Dear League Officer,

Thank you for your consideration and/or returning to Brae Burn Golf Club as the home for your golf league in 2009.

Enclosed you will find a copy of the 2009 Golf League contract. The deposit the league is required to pay represents the leagues last week of play for the 2009 season. Payment for the league play is required according to payment schedule listed in the policy. Payments are accepted with check (One check only for payment total) or cash. Please read over the league contract thoroughly. The terms and especially the number of tee times the league contract is signed for is the leagues obligation, according to the payment schedule to the golf course for the 2009 season.

Thank you again for your interest in Brae Burn Golf Club for your 2009 league play. Please feel free to contact me regarding any questions or comments regarding the enclosed 2009 league contract .

Sincerely,

Trent J. Smith
General Manager/PGA Professional

