

## **AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES**

This AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES (“Agreement”) is made and entered into by and between the City of Royal City, a municipal corporation (“City”) and Royal Golf Club Association (“Association”), a Washington State non-profit corporation.

WHEREAS, the City acquired certain real property for the development of a golf course as part of its municipal parks and recreation program located at:

All that portion of the East half of the Southeast quarter (E1/2SE1/4) of Section Nine (9), Township Sixteen (16) North, Range Twenty-six (26) East, Willamette Meridian, lying southerly of the centerline of the CCL as shown on Drawing No. 222-116-3111-5 of the Farm Unit Plat of Irrigation Block 881, Columbia Basin Project, Washington, as recorded in Grant County on August 3, 1959.

including all improvements relating to the municipal golf course and campgrounds thereon (“Golf Course”);

WHEREAS, on February 19, 1985, the City and the Association entered into a Lease with Development, Construction, Operation and Maintenance Provisions for the creation and operation of a municipal golf course and camp grounds on the Golf Course property;

WHEREAS, on April 5th, 2011, the City and the Association entered into an Agreement for the Operation of the Royal City Community Center located at the Golf Course (“Community Center”);

WHEREAS, both parties are desirous of replacing the 1985 Lease and 2011 Agreement with a unified Management Services Agreement;

NOW, THEREFORE, and in consideration of the foregoing Recitals and the terms, conditions, covenants, and agreements hereafter set forth, the City and the Association agree as follows:

1. TERM. The term of this Agreement shall be five (5) years and shall commence on January 01, 2021 and shall terminate on December 31, 2026, unless otherwise terminated as provided hereinafter. Unless the City or the Association has notified the other party of its intention to not renew this Agreement at least 60 days prior to the expiration of the initial term, or any term thereafter, the Term of this Agreement shall automatically renew for an additional one year term on the same terms and conditions as contained herein.

2. MANAGEMENT AND OPERATION OF GOLF COURSE. Subject to the terms, covenants, and conditions set forth in this Agreement, the Association shall exclusively manage and operate the Golf Course.

2.1 General Management. Subject to the terms of this Agreement, the Association shall have full authority and responsibility to conduct, supervise, and manage the day-to-day operation of the Golf Course, including, but not limited to, the following:

2.1.1 Supervise management of play and general operation of the municipal golf course and campgrounds, including the establishment of all fees.

2.1.2 Assume the responsibility of the hiring, disciplining, and terminating of all Golf Course personnel and coordinate volunteer efforts to maintain and operate the Golf Course. The Association shall comply with all applicable federal, state, and local laws, ordinances, and regulations pertaining to all employees and volunteers at the Golf Course.

2.1.3 Manage the Golf Course in a manner that would make the Golf Course comparable with other similar municipal golf course in the vicinity.

2.1.4 Maintain the public profile of the Golf Course through public relations and marketing.

2.2 Golf Course Fees and Charges. The Association shall have the authority to set all fees and charges related to the use of the Golf Course; provided that the Golf Course should remain accessible to individuals from all economic circumstances and such fees and charges should reflect market rates for comparable municipal golf courses. The Association shall retain all fees and charges related to the use of the Golf Course and shall expend or invest such proceeds consistent with the Golf Course's operation, maintenance, and development.

3.5 Improvements and Alterations. The Association may make such capital improvements and alterations to the Golf Course as the Association shall determine in its reasonable discretion are necessary to operate the Golf Course. Any alterations or capital improvements made by the Association to or on the Golf Course shall comply with any and all applicable local, state, and federal laws, rules, and regulations, and the Association shall obtain any required permits for such alterations and capital improvements, at its expense.

2.3 Title to Improvements. Except as otherwise provided in this Agreement, all appurtenances, fixtures, improvements, equipment, additions, and other property attached to or installed in the Golf Course during the Term shall be and remain the property of the City and shall not be removed by the Association without the approval of the City Council.

2.4 Personal Property of the Association. All furniture, furnishings, and articles of movable personal property installed in the Golf Course by or for the account of the

Association, without expense to the City, and which can be removed without structural or other material damage to the Golf Course shall be and remain the property of the Association and may be removed. The Association shall pay prior to delinquency any personal property taxes levied against the Association's improvements.

3. USE OF THE GOLF COURSE AND CAMP GROUNDS.

3.1 Required Use. The Association shall use and continuously occupy the Golf Course during the Term solely for the operation of a municipal golf course and related and incidental purposes and programs in accordance with this Agreement and for no other purpose.

3.2 No Illegal Uses or Nuisances. The Association shall maintain the Golf Course in a clean, safe, sanitary, and slightly condition. The Association shall not use or occupy the Golf Course, and shall not permit the use or occupancy thereof, in any unlawful manner or for any illegal purposes, and shall not permit to be carried on any activity that would constitute an actionable nuisance under the laws of the State of Washington. The Association shall take all reasonable precautions to eliminate any nuisances or hazards relating to its activities on or about the Golf Course.

3.3 Utilities. The Association shall be responsible for the payment of all utility charges arising from the operation of the Golf Course.

4. OPERATION OF COMMUNITY CENTER.

4.1 Maintenance of Community Center. The Association shall maintain the Community Center. Maintenance shall include keeping the Community Center in a clean and safe condition. The Association shall be responsible for the payment of all utility charges arising from the operation of the Community Center.

4.2 Association Office. The Association shall have the exclusive right during the Term of this Agreement to use the office space within the Community Center for its administrative purposes.

4.3 Community Center Rentals. Except as provided above, the City shall have the exclusive right to rent out the Community Center as event space. The City shall collect all fees, charges, deposits, and other revenues associated with the rental of the Community Center and shall pay all costs associated with such rentals. The City shall be responsible for issuing keys to renters at the commencement of the rental and collecting them at the termination. Upon notice of a rental by the City, the Association shall be responsible for inspecting the Community Center for damage at the termination of such rentals and promptly notifying the City of any damage found.

5. STATEMENTS AND REPORTS.

5.1 Annual Report. On or before the 1st of each year throughout the Term of this Agreement, the Association shall, at its sole expense, prepare and submit to the City, the

Annual Report. This report will provide a general summary of the Golf Course operations and will include a complete financial accounting for all funds and include a list of all capital investments made at the Golf Course.

5.2 Annual Plan. On or before the 1st of each year throughout the Term of this Agreement, the Association shall, at its sole expense, prepare and submit to the City, an Annual Plan. The Annual Plan shall, at a minimum, present the one-year capital improvement plan for the Golf Course, a description of major programmatic changes planned at that time for the ensuing year, and any proposed changes in fees and charges.

5.3 Financial Records. The Association shall establish and maintain books, records, and systems of accounting relating to the Golf Course's Gross Revenue and Operating Expenses in accordance with generally accepted accounting practices for not-for-profit organizations. These records shall be retained by the Association and made available to the City upon request. If requested by the City, the Association shall make available all information reasonably necessary for the City and the State Auditor to perform audits of the use and application of all revenues, grants, and fees, all City funds, except for private fundraising activities and private donor information, received by the Association during the current and preceding year, including Golf Course operations and management.

6. COMPENSATION. As compensation for the services to be rendered by the Association during the term of this Agreement, the City will pay to the Association a Management Fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per year.

7. INSURANCE. The Association shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Association's operation and use of the Golf Course and Community Center.

7.1 No Limitation. The Association's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Association to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

7.2 Minimum Scope of Insurance. The Association shall obtain insurance of the types described below:

7.2.1 Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on the Association's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

7.2.2 Property insurance shall be written on an all risk basis.

7.2.3 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.2.4 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

7.3 Minimum Amounts of Insurance. The Association shall maintain the following insurance limits:

7.3.1 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

7.3.2 Property insurance shall be written covering the full value of the Association's property and improvements with no coinsurance provisions.

7.3.3 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

7.4 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

7.4.1. The Association's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Association's insurance and shall not contribute with it.

7.4.2 The Association's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

7.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

7.6 Verification of Coverage. The Association shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Association.

7.7 Waiver of Subrogation. The Association and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

7.8 City's Property Insurance. The City shall purchase and maintain during the term of the Agreement all-risk property insurance covering the buildings for their full replacement value without any coinsurance provisions.

8. INDEMNIFICATION. The Association shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Association's use of the Golf Course and Community Center, or from the conduct of the Association's business, or from any activity, work or thing done, permitted, or suffered by Association in or about the Golf Course and Community Center, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

9. DEFAULT AND TERMINATION OF AGREEMENT.

9.1 Termination by the City. The City shall have the right to terminate this Agreement following an Event of Default. The following shall constitute "Events of Default" under this Agreement:

9.1.1 Failure of the Association to perform or comply with any covenant or condition made under this Agreement, or failure of any representation or warranty made by the Association in this Agreement to have been or to continue to be true and correct, provided the Association shall have a period of sixty (60) days from the date of written notice from the City within which to cure such default, or, if such default is not legally capable of cure within such 60-day period, the Association shall have a reasonable period to complete such cure if the Association promptly undertakes action to cure such default within such 60-day period and thereafter diligently prosecutes the same to completion.

9.1.2 Abandonment or assignment or encumbrance or transfer of this Agreement by the Association, without the prior written consent of the City.

9.1.3 The appointment of a receiver to take possession of all or substantially all of the assets of the Association, or an assignment by the Association for the benefit of creditors, or any action taken or suffered by the Association under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted, if any such receiver, assignment or action is not released, discharged, dismissed or vacated

within sixty (60) days. The foregoing is in addition to any other right to terminate explicitly given to the City elsewhere in this Agreement.

9.2 Termination by the Association. In the event the City fails to timely pay any portion of any fee due under this Agreement or to perform any other obligation required to be performed by the City hereunder, and such failure is not cured within sixty (60) days after written notice of such failure has been delivered to the City by the Association, the Association shall have the right to terminate this Agreement; provided that if such default is not legally capable of cure within such 60-day period, the City shall have a reasonable period to complete such cure if the City promptly undertakes action to cure such default within such 60-day period and thereafter diligently prosecutes the same to completion. The foregoing is in addition to any other right to terminate explicitly given to the Association elsewhere in this Agreement.

10. SURRENDER OF PREMISES. Upon the Termination Date or other termination of this Agreement, the Association shall (a) promptly remit to the City all Gross Revenues arising from Golf Course fees and charges or Management Fees, in either case not expended but held by the Association, and (b) peaceably quit and surrender to the City the Golf Course together with all permanent improvements approved by the City, in good order and condition, normal wear and tear and damage caused by casualty or condemnation excepted. In order to determine the proper remittance to the City under the foregoing clause (a), the Association agrees throughout the term of this Agreement to segregate Golf Course fees or charges or Management Fees in an account or accounts separate from other funds held by the Association. The Golf Course and any personal property of the City shall be surrendered free and clear of all liens and encumbrances other than presently existing liens and encumbrances and any other encumbrances created or approved in writing by City. The Association shall, immediately before the Termination Date or other termination of this Agreement, remove all of the Association's personal property as provided in this Agreement, and repair any damage resulting from the removal. The Association's obligations under this Section shall survive the Termination Date or other termination of this Agreement. Any items of the Association's personal property which shall remain in the Golf Course or Community Center after the Termination Date of this Agreement may, at the option of the City, be deemed abandoned and in such case may be disposed of by City in any manner allowed by law. Upon the termination of this Agreement for any reason, the Association and the City shall cooperate to the fullest reasonable extent in effecting an orderly and efficient transfer of the operation and management of the Golf

Course from the Association to the City or its designee. Such cooperation shall include without limitation the entry into such agreement, the execution of such documents and the convening of such meetings as may be reasonable required to effect such transfer.

11. HAZARDOUS MATERIALS. The Association covenants and agrees that neither the Association nor any of its agents or invitees shall cause or permit any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Golf Course or Community Center, or transported to or from the Golf Course or Community Center, provided that the Association may use such substances in such limited amounts as are customarily used in the operation and maintenance of a municipal golf course or campground so long as such use is in compliance with all applicable laws. Each party hereto shall immediately notify the other party if and when such party learns or has reason to believe there has been any release of Hazardous Material on or about the Property. "Hazardous Material" means any element, compound, chemical, chemical mixture, or other substance that is identified as, or determined to be, a hazardous, toxic or dangerous substance, pollutant, contaminant, waste or material under, or is otherwise regulated under, any federal, state, or local law, rule, or regulation relating to chemical management, environmental contamination, environmental cleanup or nuisances, including, without limitation, petroleum and petroleum products, asbestos, radon and other radioactive materials, bio-hazards and lead-based paint.

12. NOTICES. All notices required to be given hereunder shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated two City business days from the time of mailing if mailed as provided in this section. For convenience of the parties, copies of notices may also be given by other means; however, neither party may give official or binding notice except by personal delivery or by certified mail.

If to the City:

Mayor  
City of Royal City  
P.O. Box 1239  
445 Camelia Street NE  
Royal City, WA 99357

If to the Association:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. ASSIGNMENT. The Association has been chosen by the City to operate and manage the Golf Course in reliance upon the Association's stated and unique expertise, skill and



experience, and relationship with the community. The Association shall not assign, transfer, mortgage or encumber its interest in this Agreement or any other right, privilege or license conferred by this Agreement, either in whole or in part. Any assignment or encumbrance shall be voidable and, at the City's election, shall constitute a material default under this Agreement. Without limiting the obligations of the Association under this Agreement, the Association shall have the right and the authority to enter into contracting arrangements with any other person or entity (including without limitation the City) for the provision of any service required or allowed to be performed by the Association under this Agreement.

14. **FORCE MAJEURE.** As used herein, the term "Force Majeure" with respect to a delay in performance shall mean any delay that is attributable to (a) any strike, lockout or other labor or industrial disturbance (whether or not on the part of the employees of either party hereto), civil disturbance, future order claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; (b) any changes in any applicable laws or the interpretation thereof; or (c) any lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, or any other cause beyond the reasonable control of the party from whom performance is required and of its contractors or other representatives. Any prevention, delay or stoppage in a party's performance hereunder due to Force Majeure shall excuse the performance of the party affected for a period of time equal to any such prevention, delay or stoppage; provided, however, that during the period of any such delay or stoppage, the party whose performance hereunder is excused shall take all reasonable steps to minimize the length of such delay or stoppage.

15. **COMPLIANCE WITH LAWS.**

15.1 **Generally.** The Association shall comply and conform with all laws and all governmental regulations, rules and orders that may from time to time be put into effect relating to, controlling or limiting the use and operation of the Golf Course. The Association shall secure, or cooperate with the City in its securing, all permits and licenses specifically required for the operation of the Golf Course (copies of which shall be promptly provided to the Finance Director), and shall comply with all applicable laws and regulations relating to labor employed in and relating to the operation of the Golf Course.

15.2 **Americans with Disabilities Act.** The Association acknowledges that the Americans with Disabilities Act (the "ADA") requires that programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. The Association further acknowledges its obligation to comply with the ADA and any other federal, state or local disability rights legislation. The Association warrants that it will fulfill that obligation, and that it will not discriminate against disabled persons in the provision of services, benefits or activities pursuant to this Agreement.

16. **TAXES, ASSESSMENTS, LICENSES, PERMIT FEES AND LIENS.** The Association agrees to pay taxes of any kind, including any possessory interest taxes (unless exempt under Washington law), that may be lawfully assessed on or on account of the performance of this Agreement and to pay all other taxes, excises, licenses, permit charges and assessments based on

the Association's use of the Golf Course that may be imposed upon the Association by law, all of which shall be paid when the same become due and payable and before delinquency. The Association agrees not to allow or suffer a lien for any such taxes to be imposed upon the Golf Course or upon any equipment or property located thereon without promptly discharging the same, provided that the Association, if so desiring, may have reasonable opportunity to contest the validity of the same. If the Association intends to contest or to fail to pay when due any tax or fee referred to in the preceding sentence, the Association shall provide the City with at least 30 days' notice of that intention before the tax is due, explaining its reasons. The City may choose to pay the tax on behalf of the Association, and if it is later determined the tax or some portion of it was validly owing, the Association shall reimburse the City.

17. MISCELLANEOUS.

17.1 Liability of the City. The City's obligations to the Association under this Agreement shall be limited to the terms and conditions set forth herein. Notwithstanding any other provision in this Agreement to the contrary, in no event shall the City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including without limitation lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

17.2 Liens. The Association shall keep Golf Course free from any liens arising out of any work performed, material furnished or obligations incurred by or for the Association and any other liens or encumbrances.

17.3 Parties and Their Agents. As used herein, the term "agents" when used with respect to either party shall include the agents, employees, officers, volunteers, and representatives of such party. All approvals, consents or other determinations permitted or required by the City hereunder shall be made by or through the Mayor unless otherwise provided in this Agreement or unless the City gives notice otherwise to the Association.

17.4 No Implied Waiver. No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party's right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.

17.5 Headings and Subheadings. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Agreement.

17.6 Successors and Assigns. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of the City and the Association and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.

17.7 Access to Golf Course. The City its duly authorized agents shall have access to the Golf Course at all times (a) for the purpose of inspection and to make any repairs, additions or renovations as the City may have the right to do under the provisions of this Agreement, and (b) for use by the City in case of emergency, as determined by City in its sole discretion.

17.8 Relationship of Parties. The services to be rendered by the Association pursuant to this Agreement are as an independent contractor only and the relationship between the Association and the City is solely that of owner and contractor. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or a relationship of employment or agency.

17.9 Agreement made in Washington. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in Grant County Superior Court.

17.10 Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement approved by the Royal City City Council and mutually executed between each of the parties hereto.

17.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

17.12 Non-Liability of Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or other agent of the City shall be personally liable to the Association, its successors and assigns, in the event of any default or breach by the City or for any amount which may become due to the Association, its successors and assigns under this Agreement, or for any obligation of the City under this Agreement. Likewise, no board member, member, officer, employee or other agent of the Association shall

be personally liable to the City, its successors and assigns under this Agreement, in the event of any default or breach by the Association or for any amount which may become due to the City, its successors and assigns, or for any obligation of the Association under this Agreement.

17.13 Time of Essence. Time is of the essence of each provision of this Agreement.

17.14 Survival of Indemnities. Termination of this Agreement shall not affect the right of either party to enforce any and all Indemnities and representations and warranties given or made to the other party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive termination hereof.

17.15 Attorneys' Fees. In any action on this Agreement at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.

IN WITNESS WHEREOF, the parties hereto bind themselves to this AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES as of the date of full execution of this Agreement.

CITY OF ROYAL CITY

ROYAL GOLF CLUB ASSOCIATION

By: \_\_\_\_\_  
Kent Andersen, Mayor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WASHINGTON     )  
  )     ss.  
COUNTY OF GRANT                    )

I certify that I know or have satisfactory evidence that P. Kent Andersen is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Mayor of Royal City, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_, 2021.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Type or Print Name  
NOTARY PUBLIC for State of Washington,  
residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON                )  
  )     ss.  
COUNTY OF GRANT                    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as \_\_\_\_\_ of the Royal Golf Club Association, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_, 2021.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Type or Print Name  
NOTARY PUBLIC for State of Washington,  
residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_