**Tour Sponsorship Agreement.**

**PGA TOUR**

**SPONSOR AGREEMENT**

|  |  |
| --- | --- |
| **THE SPONSOR:** | **DATE:** |
| **ADDRESS:** |  |

**and**

**PGA TOUR, INC. (PGA TOUR)**

**Ponte Vedra Beach, FL** 32082

TITLE OF TOURNAMENT:

The Sponsor and PGA TOUR agree that the Sponsor will arrange for golf competition and provide facilities, prizes and services as further described herein; and that PGA TOUR will provide services for such competition in accordance with the provisions herein and with PGA TOUR's Tournament Regulations as they may from time to time apply and which are incorporated herein by reference. Changes to PGA TOUR's Tournament Regulations made subsequent to this Agreement which substantially affect Sponsor's rights herein will be subject to negotiations and mutual agreement by PGA TOUR and Sponsor. The Sponsor will use his best efforts to arrange for the competition in accordance with the provisions of PGA TOUR's Tournament Sponsor's Guide.

The general division of duties will be that the Sponsor will provide the course, the clubhouse, and all other facilities of every kind necessary or appropriate for professional golf competition, and PGA TOUR, with the assistance of the Sponsor, will conduct the competition.

**1. COMPETITION AND PRIZES**

**(a) Tournament**

The Sponsor will arrange for a Tournament at 72 holes stoke play and any necessary play-off, as follows:

TYPE OF TOURNAMENT:

TITLE OF TOURNAMENT:

DATE(S):

and any succeeding day(s) made necessary by postponement or play-off.

COURSE(S):

PRIZE MONEY provided by Sponsor: A total not less than:

**(b) Professional Amateur Tournament**

The Sponsor will arrange for a Professional-Amateur Tournament (Pro-Am) at 18 hole stroke play over the Tournament course(s) as follows:

DATE(S):

PRIZE MONEY provided by Sponsor: A total of not less than:

The sponsor may elect not to conduct a Pro-Am provided he shall notify PGA TOUR, in writing, of such election at least 60 days before the scheduled date of the Pro-Am.

**(c) Prizes**

The Sponsor will pay to PGA TOUR an amount equal to the Pro-Am and Tournament prize money no later than 10:00 a.m. Eastern Time, Wednesday the week of the Tournament. Such amount shall be paid to a bank account designated by PGA TOUR. Upon the transfer of such funds, such funds shall become the sole property of PGA TOUR and PGA TOUR shall not be deemed to be acting as an escrow agent or disbursing agent with respect to such funds. PGA TOUR shall be solely responsible for making the appropriate prize money distributions to the participant in the Pro-Am and Tournament and Sponsor shall have no obligation to make any such distribution. PGA TOUR shall indemnify the Sponsor and hold it harmless against any claim made by any such participants for the payment of such prize money.

Prizes of any nature for other than total score shall be subject to prior approval by the PGA TOUR Commissioner.

**(d) Assurance of Financial Obligation**

The PGA TOUR Commissioner at his discretion may require the Sponsor to give satisfactory evidence to PGA TOUR of the Sponsor's financial responsibility and ability to make payment of the prize money and any fees due to PGA TOUR. The PGA TOUR Commissioner at his discretion may further require the Sponsor to post a bond or establish an irrevocable Letter of Credit in an amount equal to the sum of the prize monies plus $10,000 to cover the entry fee or the service fee due to PGA TOUR.

**(e) Practice Days**

The Sponsor will provide competitors the privileges of the course for their exclusive use for practice, and of the clubhouse, for three days immediately preceding the Tournament.

**2. SERVICES OF PGA TOUR**

(a) PGA TOUR will cosponsor and approve the Tournament, the Qualifying Rounds, if any, and the Pro-Am.

(b) PGA TOUR will not schedule, cosponsor or approve any other golf event on the date of the Tournament, or the Pro-Am without the prior written consent of the Sponsor (which consent shall not be unreasonably withheld), except, however, that PGA TOUR shall be free to schedule on such date(s) a SENIOR PGA TOUR event (i.e., one scheduled for the same time as the Tournament) is scheduled at a location less than 200 miles from the Tournament site, such scheduling would be subject to the approval of the Sponsor.

(c) PGA TOUR representatives will conduct the events with the assistance of the Sponsor. PGA TOUR's Tournament Director will be in charge of conducting the event.

(d) PGA TOUR will use its best efforts to encourage a representative field of players to enter the Tournament.

(e) Sponsor shall have the right to use the PGA TOUR name and logo for purposes of advertisement and promotion of the Tournament in programs, brochures, posters and similar materials. Sponsor may use the PGA TOUR name and logo on merchandise provided to Tournament Pro-Am participants, volunteers, officials and staff only upon the express prior approval of PGA TOUR. Any other use of the PGA TOUR name or logo is prohibited.

**3. ELIGIBILITY REQUIREMENTS**

**(a) Tournament**

Players eligible to apply to enter the Tournament shall be those prescribed in the PGA TOUR Tournament Regulations.

**(b) Pro-Am Tournament**

Players eligible to apply to enter the Pro-Am Tournament shall be prescribed in the PGA TOUR Tournament Regulations. The Sponsor shall receive all amateur applications to enter the Pro-Am Tournament on entry forms supplied by PGA TOUR in accordance with PGA TOUR directions. No amateur player shall be eligible to participate in the Pro-Am unless he has signed such an entry form. The Sponsor agrees to indemnify, defend and hold PGA TOUR harmless against and from any and all suits, claims, demands, damages, liabilities, costs and expenses (including reasonable counsel fees) arising out of PGA TOUR's use of photographic, broadcasting, motion picture or similar rights of individuals who have not signed the prescribed PGA TOUR entry form playing in the Pro-Am competition.

**4. ENTRIES: FORM, FEES, PGA TOUR DUES,**

**PLAYER INSURANCE**

**(a) Entry Form**

The Sponsor shall receive all applications to enter the Tournament on entry forms supplied by PGA TOUR, in accordance with PGA TOUR directions and the PGA TOUR Tournament Regulations. No player shall be eligible to participate unless he has signed such an entry form.

**(b) Entry Fee: PGA TOUR Dues**

The entry fee for applicants to enter the Tournament shall be $1.00 for each $1,000 of the Tournament prize money up to a maximum entry fee of $100. PGA TOUR may at its discretion with approval of the Tournament Policy Board change entry fee at any time.

Prior to the commencement of the Tournament the Sponsor shall collect entry fees from all applicants, both professional and amateur, and PGA TOUR dues from certain professionals, and administrative fees from amateurs, as follows:

Every amateur applicant shall pay $50 as an administrative fee.

**(c) Insurance**

Players who enter the Tournament who are not members or apprentices in good standing of the PGA of America shall as a condition of entry pay a fee equaling the cost of personal liability insurance covering their participation in the Tournament which PGA TOUR will take out on their behalf.

**(d) Payment to PGA TOUR**

In consideration of the services of the PGA TOUR, on the final day of the Tournament the Sponsor shall pay PGA TOUR an amount equal to (1) the aggregate entry fees paid by the starting field of players in the Tournament, (2) limited dues or administrative fees paid by non-members of PGA TOUR, and (3) insurance fees collected from players.

**5. CONDITIONS OF PLAY**

**(a) Reduction of Field**

After 36 holes of play, the field for the final 36 holes shall be reduced to the 70 professionals having the lower scores at the conclusion of 36 holes of play, including any professionals tying for 70th place, plus amateurs with scores not higher than that of the 70th professional.

**(b) Play-Off of Tie**

In the event of a tie for the first place at the conclusion of play of 72 holes, a play-off to determine the Tournament winner shall be conducted in accordance with the PGA TOUR Tournament Regulations.

**(c) Postponement; Cancellation and Prize Money**

Postponement or cancellation of play and the effect of cancellation on prize money shall be governed by PGA TOUR Tournament Regulations.

**6. MEDIA RIGHTS**

**(a) Rights are PGA TOUR Property**

All electronic media rights, including but not limited to the rights for television and radio broadcasting, and for production and exhibition, in any form, of motion pictures and all other ancillary rights in the events and practice covered by this Agreement, including any such rights of each player which have been assigned by the players to PGA TOUR, are the property of and are expressly reserved by and to PGA TOUR.

PGA TOUR shall have sole and exclusive authority to grant the rights for all telecasting, radio broadcasting and motion picture filming on the grounds and in the clubhouse for the period beginning with the first day designated for practice and ending with the conclusion of the Tournament, including any play-off or postponement. During this period the Sponsor will not allow broadcasting equipment or motion picture cameras of any network, station, producer or cameraman in the clubhouse, the press quarters or elsewhere on the ground except as PGA TOUR may authorize in writing. The Sponsor will use its best efforts to ensure exclusive privileges to the television, radio or motion picture company or companies designed by PGA TOUR.

**(b) Revenue**

PGA TOUR will create a Television Fund composed of revenue from sales of live television rights for certain of its cosponsored tournaments. After deduction of PGA TOUR's expenses and share of proceeds from the Fund, PGA TOUR will distribute the balance of the Fund among the sponsors of such tournaments as are entitled to participate in the Fund, including this Tournament, whether or not this tournament produces revenue for the Fund. PGA TOUR intends to distribute the proceeds of the Fund in two parts, one of which will be paid at PGA TOUR's convenience following conclusion of this Tournament, and the other will be paid as soon as practicable after PGA TOUR has received all television revenue for the calendar year. One of the factors which will be considered by PGA TOUR in determining the amount of the Fund to be distributed to a particular Sponsor is the total amount of prize monies paid in the Sponsor's Tournament.

**(c) Local Broadcasting**

If PGA TOUR has not contracted for regional or national telecasting or radio broadcasting 60 days before the date specified for the commencement of the tournament, and if the Sponsor requests PGA TOUR to permit the Sponsor to arrange for local telecasting or radio broadcasting, PGA TOUR will assign necessary rights to the Sponsor or the local broadcaster on conditions to be specified by PGA TOUR, including the condition that the broadcaster will agree to operate under the direction of the PGA TOUR Tournament Director in order to prevent interference with play.

The Sponsor shall be entitled to retain all revenue derived from any local telecast or radio broadcast.

For purposes of this Section, a local telecast or radio broadcast means such telecast or broadcast over facilities of any station in the same city as or in immediate proximity to the Tournament site.

**(d) Structures and Equipment: PGA TOUR Approval**

In the event of any authorized telecast, radio broadcast or motion picture filming, the proposed location of towers, other structures and equipment to be placed on the golf course for telecasting, radio broadcasting or filming shall be subject to approval in advance by PGA TOUR Tournament Director.

**(e) Signage**

PGA TOUR reserves the right to approve all commercial signage located on or adjacent to the tournament course. Signage disapproved by PGA TOUR shall not be used.

**7. ADDITIONAL COVENANTS AND RIGHTS OF PARTIES**

**(a) Use of Facilities**

The Sponsor shall arrange for the use of the course, the clubhouse and other facilities and shall provide all necessary personnel and equipment for conducting the competition, and shall pay all expenses in connection therewith. No course and club facilities for the Tournament shall be selected by the Sponsor without the prior written approval of PGA TOUR. Also, any design changes on an existing tournament course must have prior approval of PGA TOUR.

**(b) Course Conditioning**

Preparation and conditioning of the course for play shall be subject to approval of the PGA TOUR Tournament Director or his designated representative beginning Monday of the week prior to the Tournament week.

The Sponsor shall use his best efforts to have the course in the best possible condition for the competition. Sponsors shall also be responsible for maintenance of the course during play. Sponsor shall ensure that every hole is entirely roped from tee to green to facilitate gallery control and to protect competitors.

**(c) Admissions: Sale to Public; PGA TOUR and PGA Members and Families; Other Guests**

(1) The Sponsor shall be responsible for sale of admission to spectators, and shall retain all proceeds and pay all expenses in connection therewith.

(2) The Sponsor shall provide for daily admission without charge for any PGA TOUR, PGA or LPGA member and members of their immediate family (spouses, children, parents) accompanying them in person upon presentation of their current PGA TOUR, PGA or LPGA membership credentials, and to members only (not families) of the Golf Course Superintendents Association of America, the Club Managers Association of America and the American Society of Golf Course Architects upon presentation of their respective membership credentials.

(3) If requested by PGA TOUR, the Sponsor will provide the applicable television network at no charge with up to 100 season complimentary admission and 20 preferred parking passes for the Tournament for use by PGA TOUR television guests (in addition to credential for broadcast operating personnel).

(4) Sponsor will provide PGA TOUR at no charge with 25 season clubhouse admissions and 10 preferred parking passes for the Tournament for use by PGA TOUR.

**(d) Concessions: Automobile Parking**

All concessions on the grounds shall be operated from stationary stands; the PGA TOUR Tournament Director shall have the right to approve their location and operation.

The Sponsor shall be responsible for operation of all concessions and automobile parking, and shall retain all proceeds and pay all expenses in connection therewith.

**(e) Program**

The Sponsor shall have the right to publish an official program, to sell advertising space therein, and to sell copies thereof. The Sponsor shall retain all proceeds and pay all expenses in connection therewith.

**(f) Insurance**

The Sponsor shall obtain liability insurance covering the Sponsor for any personal injuries to or death of spectators and any other person arising from or incurred in connection with the Tournament, Pro-Am, any golf clinic and practice days, in amounts not less than:

(1) $3,000,000 for each occurrence involving one person.

(2) $5,000,000 for each occurrence involving more than one person.

(3) $50,000 per occurrence for property damages.

All such insurance policies obtained by the Sponsor shall name all of the following as co-assured without cost to such organizations:

(1) PGA TOUR, INC.

(2) PGA TOUR

(3) Professional Golfers' Association of America

(4) The PGA Corporation

(5) PGA TOUR Properties, Inc.

(6) PGA TOUR Investments, Inc.

(7) Such other entities (e.g., Corporate Sponsor of Tournament) as PGA TOUR may designate.

A copy of a certificate evidencing such coverage shall be furnished to PGA TOUR not less than 60 days prior to the Tournament. PGA TOUR shall not be liable for any injury or death of any caddie, spectator or workman employed in connection with the conduct of the competition provided for herein or the care of the golf course (including but not limited to scoreboards, grand stands, concessions facilities and the like) or the surrounding grounds, or any other employee of the club where the Tournament shall be conducted nor shall PGA TOUR be liable for any property damage which may occur during any event covered herein, including practice days. The Sponsor will indemnify and hold PGA TOUR harmless against and from any and all suits, claims, demands, liabilities, costs and expenses (including reasonable counsel fees) arising out of the competition or related to the condition of the golf course (including but not limited to scoreboards, grand stands, concession facilities and the like) and/or surrounding grounds and facilities.

**(g) Automotive Transportation**

The Sponsor will prohibit automotive transportation on the course, except as PGA TOUR may specifically authorize in writing.

**(h) Practice Range and Balls**

The Sponsor will provide a practice range and, at reasonable or no cost, golf balls of top quality as approved by the PGA TOUR. Retrieving of practice balls by caddies on the practice range during periods of practice shall not be permitted unless the PGA TOUR Tournament Director otherwise determines.

**(i) Co-operation with Broadcasters**

The Sponsor will:

(1) Cooperate with and provide access to the Tournament site, clubhouse and grounds for television and radio personnel authorized by PGA TOUR in production-planning surveys, equipment installation and broadcast of the Tournament.

(2) Provide access or cause there to be the necessary electric power for telecasting and radio broadcasting that shall be determined by the broadcaster.

(3) Provide broadcasters with suitable space and facilities at the Tournament site for equipment and personnel.

(4) Permit installation of wires, cables, lighting facilities, scaffolding and other apparatus, subject to approval of the PGA TOUR Tournament Director.

The Sponsor will ensure that those in control of the golf course and club facilities will cooperate in these matters.

**(j) Name and Likeness Rights**

The Sponsor will obtain and hereby grants to PGA TOUR the right to use, and to permit others designated by PGA TOUR to use, the name and pictures of the clubhouse and the course and pictures of all personnel, spectators and any other related subjects at the Tournaments, in television and radio broadcasts and motion pictures and in advertising, publicizing and promoting the Tournament.

**(k) No Gambling**

Neither the Sponsor nor any of his employees, agents or representatives shall be associated with any form of organized or unorganized gambling at the time of the events covered herein, either at or removed from the site thereof, and the Sponsor shall use his best efforts to prevent gambling of any nature either at or removed from the site thereof.

If this provision is violated, PGA TOUR shall have the right to terminate all or any portion of any of the events without notice or liability to the Sponsor, and any PGA TOUR member may withdraw from participation therein without notice or liability to the Sponsor, without penalty under PGA TOUR Tournament Regulations or other rules.

**(l) Accounting**

Within a reasonable time after the Tournament, the Sponsor will submit to PGA TOUR information as to the following:

(1) The amount of money contributed to any charitable or educational enterprise as a result of the Tournament;

(2) The total number of spectators who attended the Tournament; and

(3) Whether the Tournament was operated at a profit or a loss, and the amount of such profit or loss.

**(m) PGA TOUR Pro-Am Places**

If a Pro-Am is held, eight (8) places (which shall include all amenities and gifts normally provided to Pro-Am participants) in the primary Pro-Am will be reserved for use by the PGA TOUR free of charge. In the event PGA TOUR determines that it will not use one (1) or more of its reserved amateur places, PGA TOUR will notify Sponsor of such determination not later than thirty (30) days prior to the first day of the Pro-Am.

**8. MISCELLANEOUS**

**(a) Public Information**

PGA TOUR will assist in publicizing the Tournament and the Pro-Am as reasonably requested by the Sponsor, and will comply with all reasonable requests of the Sponsor to help produce a successful Tournament. Any publicity material issued by the Sponsor concerning the Tournament shall be accurate and true.

**(b) Disputes**

PGA TOUR shall have final authority in any question or dispute involving conditions and conduct of play or the players in any event covered by this Agreement.

**(c) No Assignment**

This Agreement shall not be assigned or transferred by the Sponsor without prior written consent to PGA TOUR.

**(d) Notices**

All notice and other communications required to be given under this Agreement shall be in writing and shall be addressed to the addresses on page 1 of this Agreement, or to such other address as either party hereto shall have designed to the other in writing.

**(e) Governing Law**

This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida.

|  |  |
| --- | --- |
|  | SPONSOR'S NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| PGA TOUR, INC. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (PGA TOUR) |  |
| BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | BY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| TITLE: COMMISSIONER | TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

*[Reprinted with permission of PCA Tour, Inc.]*