

Pope Golf Lease Agreement Terms -DRAFT

1. Terms – The term will be for 5 years with possible extensions. No subleases.
2. Pope Golf will make an annual Lease payment to the City –10% of gross revenue per year (minus golf shop and food and beverage sales). Payments due quarterly.
3. Pope Golf assumes the daily operations and maintenance of the facility. The golf course will be provided in good working condition. Operational standards will be defined with stated mission statement, hours and days of operation, an addendum that specifies agronomic condition standards and other operational expectations.
4. Pope Golf assumes all operating and staff costs for golf course operations. Transition period is expected to take around 30 days.
5. Course play will remain public, and rate increases may not exceed the Consumer Price Index for the Southeast region.
6. Pope Golf will approve annually membership plan rates. Pope will start and/or maintain stakeholder committees that can provide feedback on golf course operations (i.e., men's golf association, ladies' golf association, etc.).
7. Pope Golf will interview all current employees of the golf course. The City and Pope Golf will work together to provide a smooth transition for all employees.
8. Pope Golf will continue to allow all community tournaments that have a history of 10+ years to continue to play at the golf course. The tournament dates and time of year will be protected. These tournaments will be named and dated from lease inception.
9. Pope Golf will support the development of the First Tee program and other junior and family golf programs. The City will set benchmarks and timelines for accomplishing this type of program within the contract.
10. Pope Golf will create a link to the Asheville's art community with golf related art projects. The City will provide examples of how this could be accomplished.
11. Pope Golf will provide an annual report on golf course operations, including the company's financial statements, a full accounting of golf course income with separate tax returns and sales tax reports.
12. Pope Golf will provide an annual course maintenance plan. Addendum will include maintenance standards and expectations to include height of cut of greens, fairways, rough, fringe, tees based on time of year and weather conditions; frequency of specific maintenance activities.

These standards will be included in the contract as performance covenants that can cause default or breach.

13. Pope Golf will develop maintenance guidelines. City can require at its sole discretion verification of defined maintenance guidelines by an independent third-party member of the Golf Course Superintendent Association.
14. The City and Pope Golf will develop a separate MOU for the following areas:
 - a. Capital improvements - Includes specific project selection to be implemented over the five year period.
15. The City will allocate a percentage of the annual lease payment towards debt service payments which will leverage financing for golf course improvements. Not necessarily earmarked in advance, but to address future needs, to be determined by city and lessee. Irrigation system, beautification projects, clubhouse expansion or renovation, major signage, tee or green renovation, tree replacement program, etc.
16. The City will be named an additional insured by Pope Golf. City may require submission of a performance bond or some other comparable guarantee.
17. An inventory of clubhouse furnishings will be taken before start date, along with a maintenance equipment inventory and chemical/fertilizer inventory. Lessee will purchase inventory, depreciate out and replace items accordingly. Pope Golf must honor existing leases until their expiration.
18. City will request progression toward being a Certified Audubon course as a sign of implementing good environmental standards.
19. Any changes to the name of the golf course must be approved by the Asheville City Council.