

FIDDLESTIX GOLF SEASON PASS AGREEMENT This Agreement describes the rights and obligations of the undersigned individual or individuals ("Pass Holder", whether one or more) to Fiddlestix Golf Course, LLC and/or Northwood Hills Golf Course LLC ("Golf Clubs").

- 1. Term.** Passes are on an annual renewable term basis. Your Season Pass runs from the tentative opening date, May 12, 2018 to September 30th 2018 ("Season"). Upon conclusion of the Season, the benefits of the Pass Holder will terminate until renewal of the next Season. Except for Associate Passes, in which the opening and closing dates are at the discretion of Northwood Hills. Dates may vary.
- 2. Classes of Season Passes.** Season passes are classified as either: (a) Single, defined as one individual; (b) Couple, defined as a Pass Holder and their significant other or child under the age of 23; (c) Family, defined as Pass holder and their significant other and up to three dependent children under the age of 23; (d) College or High School, defined as Pass Holders attending an educational institution, under the age of 23, must have verification (i.e. Student I.D.); or (e) Associate, defined as a Pass Holder who holds a Season Pass at Fiddlestix, and also has playing privileges to Northwood Hills.
- 3. Types of Season Passes.** Each season pass classification are also assigned to a Type, that may or may not include riding cart privileges, defined as either: (a) Unlimited, defined as a Season Pass in which the Pass Holder may play seven days per week, with no restrictions; (b) Limited, defined as a Season Pass in which the Pass Holder may play on Sundays through Thursdays; or (c) Twilight, defined as a Season Pass in which the Pass Holder may play seven days per week, after 2pm.
- 4. Payment Options.** Payment options for Season Passes are available and may be made in an Annual Lump Sum or Two Installment Plan. For Two Installment Plan, the First payment shall be prior to play for the 2018 season, and the Second payment shall be made forty-five days from First payment. Valid Credit Card must be held on file for Payment Guarantee. AN ACCOUNT THAT IS 15 DAYS PAST DUE MAY RESULT IN LOSS OF SEASON PASS PRIVILEGES. A notice will be sent 7 days prior to revocation of privileges, mailed to the listed or last known address.
- 5. Benefits of Season Pass.** Pass Holder benefits include play when the course is open to general play, depending on Pass Type, reduced guest fee, reduced cart fee(if walking), discounts in the golf shop, and other benefits when applicable.
- 6. The Golf Clubs.** The Golf Clubs reserve the right to host special events and golf tournaments. Such events may partially or completely restrict the availability of the golf course tee times or other Golf Clubs facilities, including, but not limited to clubhouse, golf shop, bar & grill, practice facilities, and the golf course itself. The Golf Clubs shall have no liability for the temporary suspension of any privilege due to maintenance, repair, constrictions, improvements, acts of God, weather, utility disruptions, or any and all matters beyond the control of the Golf Clubs.
- 7. Miscellaneous.** Pass holders are required to follow Golf Clubs rules, Pass Holder rules, and standards of golf etiquette. Failure to follow these rules and standards may lead to termination of your Season Pass privileges at the discretion of Golf Course Management. Privileges may also be terminated if membership fees or account balances become more than fifteen days past due.
- 8. Agreement.** This Agreement is made in Minnesota, and Pass Holder agrees that Minnesota courts, without a jury, may resolve any dispute associated with Season Passes at Golf Clubs.

EXHIBIT A
FIDDLESTIX GOLF COURSE / NORTHWOOD HILLS GOLF COURSE
RULES and REGULATIONS

In order to enhance the golf experience and safety of all persons and guests at Fiddlestix Golf Course, LLC and/or Northwood Hills Golf Course, LLC (“Golf Clubs”), the following rules and regulations (“Club Rules”) shall govern the actions and conduct of all Pass Holders and their guests at the Golf Clubs.

- 1. Use of Facilities.** Pass Holder is entitled to use and enjoy the Golf Clubs, subject to the restrictions of the applicable Season Pass, these Club Rules, and such other restrictions or limitations as may be imposed from time-to-time by all management. All modification to rules will be appropriately distributed to Pass holders and available at the Golf Clubs.
- 2. Reservation Policies:** Pass Holders are encouraged to book reservations for tee times in advance. Pass Holders MUST check-in with Golf Clubs staff for all tee times and are asked to book ahead if possible. Failure to check-in may result in loss of privileges.
- 3. Guest Policies:** Pass holders are encouraged to bring guests. Guest discounts are available, however may not be for tournaments or special events.
- 4. Pace of Play:** Players are asked to keep pace with groups in front of them at all times and/or to complete 18 holes in four hours and thirty minutes, whichever is less. This time may vary depending on volume of play on the course
- 5. Golf Carts:** Golf carts are to be driven in accordance with applicable cart restrictions at all times, and otherwise in a safe and controlled manner. Carts are allowed on the fairways of all par 4s and 5s and cart paths only on par 3s. 90 degrees from cart path to ball is encouraged. However, inclement weather or other conditions may evoke further cart restrictions. Privately owned golf carts are not allowed without prior approval from Management. No more than two carts per foursome are allowed. No more than two riders and two golf bags per cart. Handicapped players may be exempt from some of these rules.
- 6. Transfers and Revocations:** Season Pass privileges are personal to the Pass Holder and may not be sold, transferred, or otherwise reassigned in any manner. The management of the Golf Clubs may revoke a Season Pass without notice if a Pass Holder violates any terms of the Season Pass plan general policies of the Golf Clubs and/or these Rules and Regulations. All passes expire as of the end of their stated term and the Golf Clubs is not obligated to continue any programs beyond such stated term.
- 7. Indemnification for Damage:** Pass Holder shall be responsible for all damages and personal injury caused by the Pass Holder, Pass Holder’s family, or any guest of the Pass Holder and the Pass Holder shall indemnify, defend, and hold harmless the Golf Clubs against any claims.
- 8. General Limitations:** The Golf Clubs shall have no liability for the physical damage, theft, or loss to any personal property of the Pass Holder or Pass Holder’s guests in any way arising from the use of the Golf Clubs facilities, to the greatest extent allowed by law.
- 9. General Code of Conduct:** While at the Golf Clubs’ facilities, Pass Holder shall conduct him/herself in a manner that is not abusive, combative, or disruptive to other guests, players, or staff.
- 10. Club Management:** The Golf Clubs are administered by the management of the Golf Clubs. The managements is free to run the club in accordance with its discretion. A Season Pass at the Golf Clubs provides the Pass Holder with certain privileges, but does not grant the Pass Holder any ownership interest in the Golf Clubs.

FIDDLESTIX GOLF COURSE Season Pass Agreement

 Last Name First Name Middle Initial Date of Birth

 Spouse/Sig. Other (if appl.) Children

 Street Address City State Zip

 Phone 1 Phone 2 E-Mail

 Pass Class Pass Type \$ Sub Total + \$ Tax (8.375%) = \$ TOTAL AMOUNT DUE

Payment Options (Select One)

Annual Lump Sum: _____ Two Installment Plan: _____

Terms and Conditions. As a Pass Holder, you agree (a) to be bound by the Items outlined in this agreement, (b) pay all charges and fees at the time required, and (c) to be responsible to the Golf Clubs for your conduct and the conduct of your guests. Notice will be provided of any change(s) to the Club Rules.

 Date

 Pass Holder's Signature

Season Pass Rates (Cart Included)	Rate (May 12 – Sep 30)	TOTAL	ASSOCIATE PASS OPTION	Choose One
Unlimited Individual	750.00		Unlimited Individual	\$300.00
Limited Weekday Individual (Sun - Thurs)	500.00		Unlimited Couple	\$450.00
Unlimited Couple	1125.00		Limited/Twilight Indiv.	\$210.00
Limited Weekday Couple (Sun - Thurs)	750.00		Limited/Twilight Couple	\$300.00
Unlimited Family (Up to 4)	1350.00		Associate Passes are available to Northwood Hills and may be purchased based on what suits your pass best!	
Twilight Individual w/Cart	550.00			
Twilight Couple w/Cart	800.00			
College Student	475.00			
Season Pass Rates (Walking)				
Unlimited Individual	625.00			
Limited Weekday Individual (Sun - Thurs)	325.00			
Unlimited Couples	850.00			
Limited Weekday Couple (Sun - Thurs)	500.00			
Unlimited Family (Up to 4)	950.00			
College Student	325.00			
High School	225.00			

CREDIT CARD AUTHORIZATION FORM

I, _____ hereby authorize Fiddlestix Golf Course to make charges specified below to the credit/debit card as listed. I accept full responsibility of charge-backs, disputes or other non-payments by the guest, card holder, and Credit Card Company or issuing bank.

Cardholder's Name _____ Card Type: _____

Card Number: _____ Exp: _____ CVD: _____

Authorized Amount: _____

Cardholder Signature: _____

For Two Installment Plan:

1st Payment Due: ___/___/___ Authorized Amt: _____ Paid

2nd Payment Due: ___/___/___ Authorized Amt: _____ Paid