
THE VILLAGE OF BLOOMINGDALE
DUPAGE COUNTY, ILLINOIS

RESOLUTION
NUMBER 2020-R-06

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF BLOOMINGDALE AND
GOLF PLUS, INC.**

FRANCO A. COLADIPIETRO, Mayor
JANE MICHELOTTI, Village Clerk

VINCE ACKERMAN
WILLIAM BELMONTE
BILL BOLEN
FRANK BUCARO
PATRICK SHANNON
JUDI VON HUBEN

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Bloomingdale
on this the 13th day of April, 2020

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THE EXECUTION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF BLOOMINGDALE AND
GOLF PLUS, INC.**

WHEREAS, the Village of Bloomingdale, DuPage County, Illinois (hereinafter referred to as the "Village") is a home rule unit of local government, and as such may exercise any power and perform any function pertaining to its government and affairs, except as limited by Article VII, Section 6 of the 1970 Illinois Constitution;

WHEREAS, the Village upon approval of the corporate authorities may enter into an Agreement with another party pursuant to Illinois Statute;

WHEREAS, Golf Plus, Inc. (hereinafter referred to as "Company") provides various consulting services relating to the operation and supervision of a golf course including but not limited to management services;

WHEREAS, the Village has previously entered into an agreement with Company pertaining to the operation of the Bloomingdale Golf Club and has been extremely satisfied with the services provided by said Company;

WHEREAS, the Village is interested in renewing its agreement with Company pertaining to the operation and management of the Bloomingdale Golf Club; and

WHEREAS, the Village of Bloomingdale Corporate Authorities feel that it is in the best interests of the Village of Bloomingdale to enter into the attached agreement with Golf Plus, Inc. for the purposes referenced herein.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois pursuant to the Village of Bloomingdale's "Home Rule Powers" as follows:

Section One - Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – Approval of Agreement

The Village hereby approves the agreement substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

The Village President is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the agreement, substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such agreement.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the agreement and of this resolution.

Section Six – Waiver of Bidding Requirements

To the extent that any requirement of bidding would be applicable to the transactions contemplated hereunder, the same is hereby waived.

Section Seven - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Eight – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Nine - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Ten – Conflict Clause

All resolutions, parts or resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Eleven – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

Section Twelve - Passage Clause

That this resolution shall take full force and effect from and after its passage, approval and publication as provided by law.

Section Thirteen - Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Bloomingdale.

DECIDED pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Vince Ackerman	X			X
William Belmonte	X			X
Bill Bolen	X			X
Frank Bucaro	X			X
Patrick Shannon	X			X
Judi Von Huben	X			X
Franco A. Coladipietro (if necessary)				X
TOTAL	6	0	0	7

PASSED AND APPROVED by the Village of Bloomingdale Board of Trustees on the
13th day of April, 2020.



Franco A. Coladipietro
Village President

ATTEST:



Jane Micheiotti
Village Clerk

Exhibit A
Agreement

VILLAGE OF BLOOMINGDALE GOLF CLUB MANAGEMENT AGREEMENT

This is a Consulting and Management Agreement ("Agreement") made this 1st day of January, 2020 by and between the Village of Bloomingdale, an Illinois municipal corporation (hereinafter referred to as the "Village") and Golf Plus, Inc., an Illinois corporation (hereinafter referred to as "Golf Plus, Inc.").

I. DUTIES AND RESPONSIBILITIES OF GOLF PLUS, INC.

Golf Plus, Inc. shall provide professional consulting, advising and management services, for and on behalf of the Village that will ensure optimum use of the Golf Course and Clubhouse. References herein to the Golf Course and Clubhouse shall include the Practice Facility and Maintenance Building.

- A. Golf Plus, Inc. shall employ, assign, and supervise a full-time, on-site General Manager for the Golf Course and Clubhouse who is an employee of Golf Plus, Inc. and who will have the responsibility for operating and supervising the Golf Course and Clubhouse. The General Manager shall act for Golf Plus, Inc. as the primary operating liaison between Golf Plus, Inc. and the Village. In the event of the unavailability of the General Manager, and with notification to the Village, an Acting General Manager of Golf Plus, Inc. shall act in his place with the same authority and responsibility.
- B. Golf Plus, Inc. shall employ, assign and supervise a full-time Grounds Superintendent who will have responsibility to supervise the maintenance, repair and improvement of the golf course, and other projects as assigned by Golf Plus, Inc.
- C. The Village shall have the right to approve any change of the General Manager,
- D. With the sole exception of the computer which is part of the Irrigation System, Golf Plus, Inc. shall provide and maintain all computers, computer software, cash registers, and related equipment needed for golf course operations without reimbursement from the Village including pci compliance and all systems used to record Golf Plus employee work hours.
- E. Golf Plus, Inc. agrees that at all times the golf course is open for business, a Golf Plus employee designated as the person in charge of golf course operations shall be present on the golf course premises and available for all decision making involving golf course operations at said times. It shall be the responsibility of the General Manager to designate the person in charge during his absence from the premises.
- F. Golf Plus, Inc. shall supervise the administration and maintenance of the clubhouse and maintenance buildings at the golf course, including the pump house.
- G. At the request of the Village, Golf Plus, Inc. will attend Village meetings including, but not limited to, Board of Trustees' meetings and Golf Course Operations Committee meetings, at no additional cost to the Village.
- H. Golf Plus, Inc. will develop and execute a comprehensive marketing plan to utilize the golf course

and the clubhouse, subject to the approval of the Village, in an effective manner. The plan may include special golf outings, social events, buffets and any other event that Golf Plus, Inc., and the Village feel are appropriate.

II. DUTIES AND RESPONSIBILITIES OF THE VILLAGE

- A. All utility costs related to golf operations are to be paid by the Village.
- B. All equipment purchases and leasing, except those specifically identified in Section I.D., are to be paid by the Village. All supplies and materials are to be paid by the Village pursuant to the terms of this agreement. All direct expenses of golf course operations are to be paid by the Village pursuant to procedures in place at that time.
- C. The Village Administrator or his designee shall be the liaison from the Village with the General Manager of Golf Plus, Inc.; and will be responsible for authorizing the Golf Club purchases in accordance with Section 3-2-6 (PURCHASING PROCEDURES) of the Village Code.
- D. The General Manager has the authority to authorize a budget purchase up to a total cost of \$1,500 without prior authorization from the Village Administrator.
- E. The Village Administrator or his designee may set up any reasonable system for monitoring and inspecting the golf course and clubhouse operations conducted by Golf Plus, Inc. hereunder. This monitoring may consist of reasonable written requests for information on any aspect of golf course or clubhouse operations, to which Golf Plus, Inc. shall respond within a reasonable time frame.
- F. The Village shall provide all equipment it deems necessary for maintenance of the golf course, including a suitable vehicle for business use by the Grounds Superintendent.

III. ACCOUNTING BY GOLF PLUS. INC.

Golf Plus, Inc. shall manage the day-to-day financial operations of the Golf Course and Clubhouse, including:

- A. All funds constituting receipts of the Golf Course operations shall be deposited and maintained in a separate bank account (or accounts), chosen and maintained by the Village, in the Village's name. The Village, upon request, shall supply Golf Plus, Inc. with a copy of monthly bank statements of the Golf Course operations as soon as practicable. Golf Plus, Inc. shall provide a report of operations in a form, detail and frequency as required by the Village. Said report shall be provided within a reasonable time after request. The Village shall reconcile the report of operations provided by Golf Plus, Inc. against its own records of receipts and the bank statement and shall promptly advise the Golf Plus, Inc. of any discrepancy found. Golf Plus, Inc. shall promptly address and/or correct any reported discrepancies.
- B. Golf Plus, Inc. shall keep full and adequate books of account and other records reflecting the results of operations of the Golf Course and Clubhouse, in accordance with generally accepted accounting principles and as the Village may reasonably designate from time to time. The books of account and all other records relating to, or reflecting the operations of the Golf Course and

Clubhouse, shall be kept at the Golf Course and Clubhouse and shall be available to the Village and its representatives at reasonable times for examination, audit, inspection and transcription. Golf Plus, Inc. shall be responsible for the proper safeguarding of all such books and records. All such books and records shall be the property of the Village and shall not be removed from the Golf Course and Clubhouse without the Village's prior approval and consent. Upon termination or expiration of this Agreement, all such books and records forthwith shall be delivered to the Village.

- C. Golf Plus, Inc. shall timely prepare and file all sales tax returns relating to the operation of the golf course and clubhouse and submit said returns to the Village. Golf Plus, Inc. shall provide to the Village proof of timely filing and payment of all required sales tax returns. Upon demonstrating timely filing and payment of all required sales tax, the Village shall reimburse Golf Plus, Inc. the sales taxes collected by Golf Plus, Inc. and reported and paid to the Illinois Department of Revenue.
- D. In operating the golf course, Golf Plus, Inc. shall perform the necessary bookkeeping and accounting functions as required and in accordance with the internal control procedures as established by the Village. Said procedures are designed to offer protection of all Village assets and provide accurate, reliable financial information and may be modified from time-to-time by the Village should the need arise. The maintenance of these procedures is the responsibility of the Village. Golf Plus, Inc. shall provide the accounting and financial reporting information, as identified herein, in a timely manner. The information identified does not necessarily constitute all the information that may be needed or requested by the Village in order to make informed financial decisions regarding the operation of the golf course.

IV. FINANCIAL PROCEDURES, PURCHASING, RATES

- A. Golf Plus, Inc. shall supervise and purchase (subject to approval by the Village), or arrange for the purchase, in the most economical manner, on behalf and at the expense of the Village, of all inventories (excluding pro shop merchandise), provisions and operating supplies which in the normal course of business are necessary and proper to maintain and operate the Golf Course and Clubhouse, within the approved budget, complying with all legal requirements for purchase of goods or services by a municipality.
- B. Golf Plus, Inc. shall prepare and submit to the Village an annual operating plan and budget projecting anticipated revenues and expenses for the current and upcoming fiscal year. Said information shall be provided to the Village by a due date determined by the Village and in a form, detail, and frequency as required by the Village.
- C. Golf Plus, Inc. shall deliver to the Village a report of receipts of the activity of the operation of the Golf Course and Clubhouse in detail sufficient to, and as often as required by, the Village. Said report shall be provided within a reasonable time after request.
- D. The Village shall approve a budget for all expenses necessary for the operation of the Golf Course and Clubhouse. Golf Plus, Inc. shall be responsible for submitting all expenses to the Village in a timely manner using the procedures established by the Village.

- E. Golf Plus, Inc. shall provide operations reports to the Village concerning the Golf Course and Clubhouse activities and changes, as well as a discussion of upcoming activities and charges. Said reports shall be in the detail as requested by the Village, and shall be submitted upon request of the Village. Golf Plus, Inc. shall attend periodic meeting of the Village upon request with reasonable notice.
- F. Golf Plus, Inc. shall collect from Concessionaire, all greens fees, cart rental fees, or other golf related revenue collected by Concessionaire. For golf outings, Golf Plus, Inc. shall be solely responsible for collecting all monies resulting from a golf outing, including any monies paid to Concessionaire for a golf outing. All golf outing revenues shall be deposited into the Village's bank account no later than twenty (20) business days following the date of the golf outing regardless of whether Golf Plus, Inc. has collected said revenues from the golf outing representative or the Concessionaire.
- G. Golf Plus, Inc. in consultation with the Village Administrator or as otherwise directed, shall recommend to the Village Board for approval of all rates imposed by the Golf Course and Clubhouse for greens fees, cart and club rental, practice range, etc.

V. MAINTENANCE

- A. Golf Plus, Inc. shall establish, implement and monitor a grounds maintenance program to assure the suitable playing conditions of the golf course as defined by the Village. The program shall include, but is not limited to, mowing, top dressing, watering, seeding, fertilization, aerification, disease identification, weed control, fungicides, herbicides and insecticides for trees, fairways, greens and rough, consistent with all applicable laws and regulations, as well as the winterization of the grounds and maintenance of the course irrigation system.
- B. Golf Plus, Inc. shall operate the Golf Course and Clubhouse in a manner normally found at comparable golf courses and clubhouses in DuPage County, Illinois. Golf Plus, Inc. shall establish and administer a maintenance program and, at the expense of the Village, maintain the Golf Course and Clubhouse, its facilities, equipment, furniture and operating supplies in good working order and repair, ordinary wear and tear excepted, and shall make any necessary replacement and repairs. Such equipment shall be kept free from all unauthorized liens and encumbrances.
- C. Golf Plus, Inc. shall maintain to a level satisfactory to the Village all golf carts and other equipment of the Village used in golf course operations, with costs of maintenance to be the full responsibility of the Village.
- D. Golf Plus, Inc. shall counsel and advise the Village on equipment needs and replacement options, and maintenance and administrative needs. Golf Plus, Inc. has no authority to contract for the Village of Bloomingdale without prior Village approval.

VI. STAFFING AND PERSONNEL

- A. Golf Plus, Inc. shall employ, recruit, hire, train, supervise, pay and discharge all employees and personnel, including all contractual, leased or borrowed employees, necessary for the operation of the Golf Course and Clubhouse. These persons shall be employees of Golf Plus, Inc.
- B. Golf Plus, Inc. shall be responsible for any and all personnel, including all contractual, leased or borrowed employees, employed at the Golf Course and Clubhouse. Such responsibility includes all required wage reporting, tax payments and documentation under applicable State or Federal law. Golf Plus, Inc. is an independent contractor and all employees working at the Golf Course shall be its employees, under its supervision and control.
- C. No employee of Golf Plus, Inc., including contractual, leased or borrowed employees, shall at any time be deemed an employee of the Village.
- D. Sole responsibility for any Worker's Compensation or Employment Liability claims shall lie with Golf Plus, Inc. for any and all employees of Golf Plus, Inc., including contractual, leased or borrowed employees.
- E. Golf Plus, Inc. shall pay its employees in a timely manner and in accordance with all applicable federal, state and local laws and is required to advance the payroll related costs so that its employees are paid in a timely manner. These employees are not Village employees and the Village is not responsible for any payroll withholding taxes or payroll tax reporting for any persons employed by Golf Plus, Inc.

It is understood by Golf Plus, Inc. and the Village that persons working within the Pro Shop will perform separate functions, with Golf Plus, Inc. leasing space from the Village as provided herein, to operate the Pro Shop. Those who are involved in the display and sale of merchandise in the Pro Shop are employees of Golf Plus, Inc. and their salaries, benefits and payroll related taxes are not reimbursable to Golf Plus, Inc. by the Village under this Agreement. Those who are involved in golf play activities, including but not limited to scheduling of golf play, providing general information on golf operations to the public, collection of golf play fees and cart rentals, are employees of Golf Plus, Inc. and their salaries, benefits and payroll related taxes are not reimbursable to Golf Plus, Inc. by the Village under this Agreement.

VII. INSURANCE REQUIREMENTS

- A. Golf Plus, Inc. shall, procure and maintain for the duration of this Agreement, and for three (3) years thereafter, insurance against claims for work-related injuries to its employees, including contractual, leased or borrowed employees, which may arise from, or are in conjunction with, the performance of the work hereunder by Golf Plus, Inc., their agents, representatives, employees or subcontractors. Golf Plus, Inc. shall provide Worker's Compensation insurance with limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.
- B. Golf Plus, Inc. shall maintain, at a minimum, the following insurance coverages:
 - 1. Automobile Liability for all vehicles owned, leased, hired or borrowed: \$1,000,000 limit for each occurrence.
 - 2. General Liability Coverage - Golf Plus, Inc. shall, at its sole expense, obtain and keep in

force during the term of this lease a policy of COMMERCIAL GENERAL LIABILITY INSURANCE, which also includes CONTRACTUAL LIABILITY, insuring VILLAGE OF BLOOMINGDALE it officials, employees and agents and Golf Plus, Inc. against any liability arising out of the ownership, use, occupancy or maintenance of the premises, and all areas appurtenant thereto. Such insurance shall be in the amount of not less than FOUR MILLION DOLLARS (\$4,000,000.00) combined single limit per occurrence for bodily, personal injury and property damages. The limit of any such insurance shall not, however, limit the liability of the Golf Plus, Inc. hereunder. Golf Plus, Inc. shall deliver to Village of Bloomingdale, prior to commencement of the lease term, copies of policies of liability insurance required herein and endorsements evidencing primary and non-contributory coverage for all additional insureds on ISO form CG 20 10 or CG 20 26 and CG 20 01 with required amounts of such insurance with loss payable clauses satisfactory to Village of Bloomingdale. No policy shall be canceled or subject to reduction of coverage. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Village of Bloomingdale may carry.

- C. The insurance carrier used by Golf Plus, Inc. shall have a minimum insurance rating of A according to the AM Best Insurance Rating Schedule and shall be licensed to do business in the State of Illinois.
- D. To the fullest extent permitted by law, Golf Plus, Inc. agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, Suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the Village, its agents, officials, employees and volunteers, arising in whole or in part in consequence of the performance of this work by Golf Plus, Inc., its employees, including contractual, leased or borrowed employees, or subcontractors, or which may in anyway result therefore, except that arising out of the sole negligence or willful act of the Village, its officials, agents, employees and volunteers. Golf Plus, Inc. shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees and volunteers, in any such action, Golf Plus, Inc. shall, at its own expense, satisfy and discharge the same.
- E. Golf Plus, Inc. shall furnish the Village with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsements for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies.
- F. Golf Plus, Inc. shall expressly understand and agree that any insurance policies required by this contract, or otherwise provided by Golf Plus, Inc., shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees and volunteers as herein provided.
- G. The Village agrees to provide and maintain, at the Village's expense, fire, and extended coverage on the buildings and contents of the Golf Course and Clubhouse, in an aggregate

amount which shall not be less than eighty (80%) percent of the full appraisal value. Such fire insurance policies shall be in the name of the Village, with any loss thereunder payable to the Village. The Village shall provide copies to Golf Plus, Inc. of all policies, riders and endorsements.

VIII. TERM

- A. The term of this agreement shall be from and commencing on January 1, 2020 and ending the 31st day of December, 2025. In the event of expiration or termination of this agreement, Golf Plus, Inc. shall cooperate during any transition period with any new management personnel of the Golf Course and Clubhouse. Golf Plus, Inc. shall have the right to book golf outings through the 2025 golf season. Either party may terminate this agreement without reason or cause upon 90 days' notice to the other party with no further liability.
- B. This Agreement may be terminated by the Village or Golf Plus, Inc. in the event the other party becomes insolvent, or makes an assignment for the benefit of its creditors, or commits any act of bankruptcy or files a voluntary petition under the provisions of the bankruptcy code, including, without limiting the generality of the foregoing, a petition for reorganization or arrangement, or if the other party consent to any voluntary petition or are adjudicated bankrupt. Furthermore, this Agreement may be terminated by the Village or Golf Plus, Inc. upon notice by a party of the commission of a material breach of the other party's obligations under this Agreement, which notice in writing shall specify the cause of the material breach, and the failure of the breaching party to cure such breach within thirty (30) days after such notice. Should the Village, in its sole discretion, be dissatisfied with the performance of Golf Plus, Inc. as required under this agreement, this shall constitute a material breach, and be subject to these provisions. If this Agreement is terminated in accordance with this paragraph, all consulting and management services shall be deemed completed and all amounts due hereunder shall be paid through the termination date. Thereafter, the parties herein shall have no further obligations to each other under this Agreement.

IX. COMPENSATION

Golf Plus, Inc. shall be paid an annual management fee of \$841,129.00 in addition to any other payments referenced herein. This fee shall be paid at a rate of \$210,282.25 each March, June, September and December, pursuant to the payment procedures in place at the Village at that time. The Village and Golf Plus, Inc. will review adjustments to the management fee annually.

X. PRO SHOP

- A. Golf Plus, Inc. shall operate the Pro Shop at the Golf Course and Clubhouse during the golf season, generally between April and November. Golf Plus, Inc. shall insure that it carries sufficient products and inventory to satisfy the needs of the players utilizing the Golf Course and Clubhouse. Said products and inventory shall be the property of Golf Plus, Inc. and be at the expense of Golf Plus, Inc.

Golf Plus, Inc. shall timely prepare and file all sales tax returns relating to the operation of the Pro Shop and provide to the Village proof of timely filing and payment of said tax return and related liability.

To facilitate operations, Golf Plus, Inc. may, and the Village agrees to allow, the deposit of Pro Shop related receipts into the bank account referenced in Section III of this agreement. In the event these deposits occur, Golf Plus, Inc. shall provide to the Village a detailed accounting and report of all Pro Shop related receipts including any sales tax collected as a result of Pro Shop activity. Said accounting and report shall be provided to the Village within a reasonable time after each month's end. Upon the Village's receipt and satisfactory review of said accounting and reports and receipt of the proof and timely payment of any Pro Shop related sales tax liability, the Village shall reimburse Golf Plus, Inc. for any and all Pro Shop related expenses.

Golf Plus, Inc. shall pay the Village a base rent of \$9,000 per year, paid over 7 months between April 1 and October 31, inclusive, in equal payments of \$1,285.71 per month pursuant to the payment procedures in place at the Village at that time, to operate the Pro Shop at the Golf Course and Clubhouse. Said base rent shall be fixed for the term of this agreement. All sales taxes from Pro Shop sales shall be collected and paid by Golf Plus, Inc. and all sales tax returns shall be filed by Golf Plus, Inc. as required by the Illinois Department of Revenue. The Village shall return all Pro Shop sales revenues and sales taxes collected in any month to Golf Plus, Inc. after the Village of Bloomingdale has completed the reconciliation of bank statements pursuant to this Agreement.

XI. ABILITY TO PERFORM

In the event that the Village or Golf Plus, Inc. shall default or breach in performing its respective obligations hereunder, the other party shall have the right (but not the obligation) to perform the breaching party's obligation(s) and shall be reimbursed by the breaching party for the actual cost of so performing.

XII. GENERAL PROVISIONS

- A. Daily food and beverage operation, including the operation of the banquet facilities, will be covered under a separate Concession Agreement.
- A. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.
- B. The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by this party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.
- C. No party shall assign its rights and/or obligations hereunder without the prior written consent of the other party which consent will not be unreasonably withheld.
- D. The parties hereby agree from time to time to execute and deliver such further and other transfers, assignments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intentions of this Agreement.
- E. All of the terms and provisions of this Agreement whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

- F. All notices, requests, consent and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid), return receipt requested to:

Village of Bloomingdale
201 South Bloomingdale Road
Bloomingdale, IL 60108
Attention: Pietro Scalera, Village Administrator

And:

Golf Plus, Inc.
181 Glen Ellyn Road
Bloomingdale, IL 60108
Attention: Mr. Donald Helmig, Golf Club Manager

or to such other address as any party may designate by notice complying with the terms of this Section.

- G. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- H. If any part of this Agreement or any other Agreement entered into pursuant hereto is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- I. The failure or delay of any party at any time to require performance by another party or any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances, except as otherwise herein provided.
- J. Nothing in this Agreement, whether express or implied, is intended to confer any right or remedies under or by reason of this Agreement on any person other than the parties hereto and their respective permitted successor and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any rights of subrogation or action over or against any party to this Agreement.
- K. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with laws of the State of Illinois.
- L. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties.

- M. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
- N. Each of the parties hereby represents to the other party that it has the right, power, authority and financial ability to enter into this Agreement and to perform its obligations under this Agreement, and that it is not restricted (by contract or otherwise) from entering into and performing this Agreement. This Agreement may be executed in one or more counterparts, each of which when combined with executed counterparts the aggregate of which contain all of the required signatures, shall be deemed and have the force and effect of an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate on the date first written above by their duly authorized representatives.


VILLAGE OF BLOOMINGDALE

BY: 
Village President

ATTEST:


Village Clerk

GOLF PLUS, INC.

BY: 

ATTEST: