

Golf Club Consulting, Inc.
831 Westbank Road
Glenwood Springs, Colorado 81601

Office: 970.384.2069

Email: nte@golfclubconsulting.com

Greetings,

Thank you for your interest in enrolling in our *Affiliate Partner Gold* program.

The program is meant to reach a large amount of buyers for golf course maintenance products and services at a very inexpensive price. A membership is a great way for a company to reach new customers and generate new sales.

COST: \$600 (if paid by PayPal) or \$500 (if paid by check)

BENEFITS:

- 1) A website listing on our website on the page titled *Golf Course Companies for 10 years*. A listing is (3) lines of text and (2) links. The website receives over 50,000 visits every year.
- 2) An ad in EVERY monthly e-newsletter for the 10 years (120 insertions). An ad is 3 lines of text with (1) link. Our monthly e-newsletter is sent out to over 8,000 golf course decision makers. The high majority of e-newsletter subscribers are GC Superintendents, Assistant Superintendents, General Managers and past clients.
- 3) If a club is looking for a service or product offered by an *Affiliate Partner*, we will refer the services of an *Affiliate Partner* company to that golf course. Please see page #3 for the *Terms and Conditions* of this aspect of an *Affiliate Partner* membership.

Please see page #2 for the *Terms and Conditions* of an *Affiliate Partner* membership.

If your company would like to join the *Affiliate Partner Program* or have any questions, please let us know. There are no long forms to fill out and an enrollment can be done over the phone. Simply mail off a check and when we receive it, we'll get back with you to coordinate everything.

Thank you,

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Terms & Conditions of an *Affiliate Partner Gold* membership

- 1) All payments associated with an *Affiliate Partner* membership are due within 30 days of an invoice date. Thereafter, we reserve the right to assess up to a **\$100 per month** penalty on the unpaid balance or terminate a membership (no refunds will be given).
- 2) *Golf Club Consulting, Inc.* will communicate the offered services of an *Affiliate Partner* company to a golf course. If our referral actions results in a sale of over \$50K, *Golf Club Consulting, Inc.* is entitled to a sales commission. In becoming an *Affiliate Partner*, a company agrees to this commission. Please see the *Terms and Conditions* that is posted on our website or on the following page for this aspect of an *Affiliate Partner* membership.
- 3) *Golf Club Consulting, Inc.* reserves the right to **terminate** a company's membership at anytime if:
 - A company demonstrates ANY negative business practices.
 - A company's *Better Business Bureau* rating is below A.
 - A company changes ownership.
 - A company causes an undue delay in an order made to us, to any of our website visitors, to our clients, or to any of our newsletter subscribers.
 - A company fails to fulfill an order made to us, to any of our website users, to our clients, or to any of our newsletter subscribers.
 - A company significantly alters their services from the start of a membership.
 - A company ceases operations.
 - A company files for any type of bankruptcy protection.
- 4) If *Golf Club Consulting, Inc.* terminates a membership of a company, **no refunds** will be made.

Original posting: September 24, 2009

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FINDER'S FEE AGREEMENT:
Terms and Conditions:
September 24, 2009

In becoming an *Affiliate Partner Gold* member, a company agrees to the following:

- I. It is the responsibility of a prospective *Affiliate Partner* to understand the *Terms and Conditions* of this agreement. Thus, being unaware of the *Terms and Conditions* of this *Finder's Fee Agreement* is NOT a valid reason for delaying payment to us (*Golf Club Consulting, Inc.*) for a due *Finder Fee*.
- II. That this *Finder's Fee Agreement* is a "binding" contract.
- III. To the *Terms and Conditions* set-forth in this *Finder's Fee Agreement*.
- IV. The definition of a *Finder's Fee* is a "lead" or a "referral" of the services of an *Affiliate Partner* company.
- V. If *Golf Club Consulting, Inc.* "leads" or "refers" a golf course to the services of an *Affiliate Partner* company, we (*Golf Club Consulting, Inc.*) are entitled to a "finder's fee" from an *Affiliate Partner* company, as follows:
 - Sales over \$250K: 4.5%
 - Sales from \$249 to \$150k: 3%
 - Sales from \$149K to \$50K: 1.5%
- VI. *Golf Club Consulting, Inc.* will provide written documentation of a referral.
- VII. All payments are due within 30 days of invoice date (Initial invoice is sent VIA USPS Certified mail).
- VIII. If payments are not received within 60 days from an *Affiliate Partner* company for a due "finder's fee", the payment is considered **delinquent**. Then, we (*Golf Club Consulting, Inc.*) will communicate the outstanding balance to the golf course involved and invoice the club for the amount due OR place a "lien" on the golf course for the due amount.
- IX. This contract is enforced by the laws of the state in which the golf course is located in.
- X. All "liens" filed by us (*Golf Club Consulting, Inc.*) will be done in the county that a golf course is located in.
- XI. An *Affiliate Partner* company is responsible for any collection fees, lien fees or legal fees that we (*Golf Club Consulting, Inc.*) incur in the collection of a *Finder's Fee*.
- XII. *Golf Club Consulting, Inc.* is not liable for ANY actions in a "referral" or "lead". This includes a purchase that has been canceled by the club of a referral.
- XIII. *Golf Club Consulting, Inc.* is available to assist an *Affiliate Partner* company to finalize available services to a golf course. This service is complimentary for phone and email communication.
- XIV. *Golf Club Consulting, Inc.* typically "bills" an *Affiliate Partner* company for a "finder's" fee at the time of an *Affiliate Partner* delivers or executes services, but we (*Golf Club Consulting, Inc.*) reserve the right to "bill" an *Affiliate Partner* at any time.
- XV. If an *Affiliate Partner* company asks *Golf Club Consulting, Inc.* not to be involved with a "referral" or "lead", we (*Golf Club Consulting, Inc.*) will invoice an *Affiliate Partner* company immediately for the due *Finder's Fee*.
- This document is posted on our website (www.GolfClubConsulting.com) in (3) locations and available for review since September 2009. If requested, a copy of this *Terms and Conditions* can be emailed to a company after a company's enrollment.