

This agreement, effective from **January 1, 2005 to December 31, 2007** is between:

L.R. Management Services

P.O. Box 348

Shelby, MT 59474

and

Idaho Golf Course Superintendents Association

For good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by Lori Russell, DBA L.R. Management Services and the Idaho Golf Course Superintendents Association, hereinafter referred to as Association, as follows:

1. L.R. Management Services will manage the business and affairs of the Association, from an office located at 1601 Main St., Shelby, MT (mailing address is P.O. Box 348, Shelby, MT, 59474) or such other locations as shall be selected by mutual agreement of the parties involved. L.R. Management Services shall provide the Association with management assistance consisting of the duties and responsibilities listed on page 3 & 4 of this agreement.

2. L.R. Management Services shall provide, in addition to its own office, the equipment needed to perform such services and the same shall be subject to its control. The Association will be responsible for their own phone line and long distance calls, internet service, all paper products, and related products used solely by the Association.

3. L.R. Management Services shall not be considered an employee of the Association within the purview of the Workman's Compensation Law, the Social Security Act, or any other regard.

4. L.R. Management Services will be paid an annual management fee of \$ **xxxxxx*** from January 1 thru December 31, 2005, to be increased by \$1, 000 annually on **January 1, 2006** and \$1,000 on **January 1, 2007**. Payment is divided monthly and due on the last day of the month, as compensation for the performance of all services described in this agreement. Management fee has been set on a predefined scope of work outlined on page 3 and 4 of this agreement. Should scope of work change significantly, or length of time required to perform these services change during this agreement, the management fee will be reevaluated.

4a. The fee also includes any office occupancy charges, including utilities, but exclusive of long distance charges.

4b. The fee does not include any mailing services including postage; the services of other related specialists, such as legal counsel, government relations, advertising or public relations counsel, accountants, or non-specific services such as printing, typesetting, design or other hard costs for services contracted for L.R. Management Services specifically for the Association.

4c. In addition, the fee does not cover any time required for additional staff to assist on site, if mutually deemed necessary. Any requirements for additional staff at Association functions, if board members decline to assist, will be billed at an agreed upon hourly rate.

4d. Association agrees to reimburse L.R. Management Services for all travel expenses, and all on site expenses required for travel specifically requested by the Association. This

includes board meetings and functions beyond a range of 35 miles from the office as defined in paragraph one of this agreement.

5. Because personal services are the subject matter of this agreement, this agreement may not be assigned by either party. However, L.R. Management Services shall have the right to use such of its personnel or subcontractors as it deems appropriate to complete its obligation under this agreement.

6. Association assumes full responsibility for the accuracy and legality of all information Association supplies to L.R. Management Services regarding Association's product(s) and/or services, as well as that for use in Association's advertising, publicity, or any Marketing Communications materials. Furthermore, Associations approval for publicity prepared by L.R. Management Services on Association's behalf acknowledges Association's responsibility to indemnify L.R. Management Services against any losses L.R. Management Services may incur as a result of action brought against L.R. Management Services based on such publicity.

7. This agreement shall be and continue in full force and effect until terminated (a) without cause by either part providing forty five days prior written notice to the other party for termination, or (b) for good cause, if after ten days of written notice of intention to terminate for a specified cause, the party alleged at fault has failed to correct such deficiency. Termination of L.R. Management Services for good cause shall be solely for willful misconduct prejudicial to the Association or willful refusal to perform duties reasonable required in connection with this agreement. Upon termination of this agreement and complete payment of all fees and expenses, L.R. Management Services shall transfer, assign, and make available to Association, or their representative, all property in L.R. Management Services possession or control belonging to and paid for by Association, and all information regarding Association's management.

8. Notices and communications under this agreement shall be sent by first class, prepaid mail to L.R. Management Services at P.O. Box 348, Shelby, MT 59474 and to the

9. This agreement contains the entire agreement between L.R. Management Services and Idaho Golf Course Superintendents Association, superseding all prior agreements and this agreement may be modified only by another agreement in writing signed by the parties. president of the Idaho Golf Course Superintendents Association.

** If internet services or equipment charges increase, proper increases will be made.*

IN WITNESS WHEREOF, L.R. Management Services and Association, by their respective representatives who have been duly authorized, have signed this agreement to be affective from **1/1/05** until **12/31/07**.

L.R. Management Services

Idaho Golf Course Superintendents
Association

Date: _____

Date: _____