

Encl. #10.16  
Jan. 27, 2011

RESOLVED, that the Horseheads Central School District Board of Education approves entering into a 5-Year Renewal Agreement with Corning Classic Charities, Inc., for use of The First Tee facilities located at the Horseheads Middle School Fieldhouse. This renewal is an extension of The 10-Year First Tee Facilities Agreement that was signed on September 19, 2000.



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**Teaching Life Skills  
Through Golf**

Life Skills

- Interpersonal
- Self Management
- Goal Setting
- Resistance

Core Values

- Courtesy
- Respect
- Judgment
- Responsibility
- Sportsmanship
- Confidence
- Honesty
- Integrity
- Perseverance

The First Tee of Corning is located in the Three Rivers Development office; above the Corningware Factory Store.

Programs made available with support from:

Corning Classic Charities, Inc.

The First Tee  
World Golf Village  
425 South Legacy Trail  
St. Augustine, FL 32092

January 12, 2011

RE: 5-Year Renewal Option

To whom it may concern,

This letter is to confirm that both Corning Classic Charities, Inc. and the Horseheads Central School District want to exercise the 5-year renewal option as stated in The First Tee Facilities Agreement that was signed on September 19, 2000.

This renewal ensures that The First Tee of Corning will continue to support the Golf Learning Center located at the Horseheads Middle School Fieldhouse and work with the District on the golf portion of their Physical Education Curriculum. In turn, the Horseheads Central School District will allow The First Tee of Corning continued use of the Golf Learning Center during the months of November through March, one(1) night per weekday at no cost.

The new Use Agreement termination date is September 19, 2015.

Jack Benjamin, President, Corning Classic Charities, Inc. (the "Chapter")

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Dr. Ralph Marino, Superintendent, Horseheads Central School District (the "District")

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Brian Lynch, President, Horseheads Central School District Board of Education (the "District")

Horseheads

Original

THE FIRST TEE  
FACILITIES AGREEMENT

THIS FACILITIES AGREEMENT (the "Agreement") is made by and between WORLD GOLF FOUNDATION, INC., a Florida not-for-profit corporation, by and through its division, THE FIRST TEE ("The First Tee"), and THE LPGA CORNING CLASSIC CHARITIES, INC., a New York not-for-profit corporation (the "Chapter"), and HORSEHEADS CENTRAL SCHOOL DISTRICT, a municipal corporation organized under the New York Education Law (the "District").

PREAMBLE: The purpose of The First Tee is to create facilities and programs at selected sites nationally and internationally to make golf more accessible to people of all diversities and social strata, particularly young people who otherwise may not have an opportunity to learn and play the game (the "Purpose"). The mission of The First Tee will be accomplished by combining affordable access, with golf's unique ability to instill and develop essential values, such as honesty, integrity, respect for tradition, etiquette, sportsmanship, self-esteem, self-discipline, confidence and a solid work ethic in young people who are introduced to the game (the "Mission"). Because the Chapter and the District share the Purpose and Mission of The First Tee, the parties desire to enter into this Agreement.

1. TERM: This Agreement shall be coterminous with the Use Agreement (the "Term").

2. DESCRIPTION OF FACILITY; PROJECT PARAMETERS:

2.1 Land: The District owns the land upon which the Facility will be located. The Chapter has entered, or within ninety (90) days of the execution of this Agreement shall enter, into an agreement with the District relating to the use, operation and maintenance of the Facility, which, among other provisions, shall dedicate and nonexclusively restrict the use of the property as The First Tee facility for an initial term of not less than ten (10) years, with options to renew totaling an additional five (5) years, and shall terminate upon any termination of this Agreement pursuant to the terms hereof (the "Use Agreement").

2.2 The Facility: The District shall develop, construct, renovate, enhance, operate, manage; maintain and fund an outdoor golf practice facility including multiple portable targets and tee areas, together with related facilities, including a Sindelar Golf Center and a netted indoor full-swing practice area at Sing Sing School, 952 Sing Sing Road, Horseheads, New York (the "Facility"), as part of The First Tee's national program ("The First Tee Program"). The Chapter will assist the District in raising funds for the Facility.

2.3 Development and Operational Documentation: Within ninety (90) days of the execution hereof, the District shall submit to the Chapter and The First Tee for review and approval copies of its: (i) renovation, construction and operating plans and specifications, budgets and funding sources; (ii) a detailed program curriculum, if different from that promulgated by The First Tee; (iii) access, safety, security, disabled, environmental and conservation policies and plans; (iv) the Lease, Dedication, or Use Agreement, as applicable and (v) all other material documents, agreements, and information relating to the Facility, the program, or the development or operation thereof; the Chapter will submit to The First Tee (i) copies of the Chapter's corporate documents

(including articles of incorporation, bylaws and the names and qualifications of its current directors), filings and IRS tax exempt application and determination letter (collectively, the "Facility Plans"). Upon approval by The First Tee, the Facility Plans shall be attached hereto as Composite Exhibit "A." The District shall develop, operate, manage, maintain and fund the Facility in accordance with the Facility Plans and shall act in good faith to adhere to the Facility Plans, subject to a budgetary line item for contingencies.

2.4 Material Departure: The District will promptly notify the Chapter and The First Tee of any new or revised Facility Plans and submit the same for review and approval by The First Tee. In the event the District materially departs from the Facility Plans submitted to and approved by Chapter and the The First Tee ("Material Departure"), The First Tee and the Chapter may, at its option, upon sixty (60) days prior written notice during which the District shall have the opportunity to cure, decertify the District pursuant to Section 5.3 below.

3. THE FIRST TEE NATIONAL ASSOCIATION; BENEFITS TO THE DISTRICT: Upon execution of this Agreement, the District shall become a member of the LPGA Corning Classic Charities, Inc., which is The First Tee Chapter of The First Tee National Association (the "Association"), comprised of all chapters of The First Tee Program. The Association will meet on a periodic basis to further develop and enhance The First Tee Program. As a member of the Association, the District will be entitled to the benefits listed on Exhibit "B", as amended from time to time.

4. OPERATIONAL TERMS, CONDITIONS AND REQUIREMENTS:

4.1 Corporate Status: The Chapter is a 501(c)(3) not for profit corporation in good standing in the State of New York, or within ninety (90) days of execution hereof, will apply for 501(c)(3) tax exempt status, will obtain approval from the Internal Revenue Service of such status as expeditiously as possible thereafter, and will continuously maintain such status during the Term. The Chapter shall have a stated corporate purpose consistent with and encompassing the Purpose and Mission of The First Tee.

4.2 Curriculum; Access Policy; Certification Criteria: The District shall adopt and implement The First Tee Program Curriculum or a comparable program approved by The First Tee and the Chapter as part of the Facility Plans. The District shall also adopt and implement The First Tee Minimum Access Policy attached hereto as Exhibit "C" or shall submit a substitute access policy to the Chapter and to The First Tee for its review and approval. Upon approval, such substitute access policy shall be attached hereto as Exhibit "C." The District shall adopt and implement The First Tee's Certification Process attached hereto as Exhibit "D."

4.3 General Duties of the District: In accordance with this Agreement and the License Agreement, the District, with the Chapter's assistance, shall diligently develop, operate, maintain and fund The Facility and program as part of The First Tee Program. The District and the Chapter shall: (i) comply with any applicable law, ordinance, rule, regulation, order or other legal or governmental requirement with respect to the Facility, or its renovation, construction, operation or maintenance, including, but not limited to, federal and state labor and tax laws, OSHA, ADA,

workers' compensation, environmental, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related matters; (ii) advise The First Tee promptly in writing of any substantial property damage to the Facility, any bodily injuries sustained by any person at the Facility, service upon or receipt by the District or the Chapter of any summons, subpoena or other similar legal document, including notices, letters, communications or claims of any actual or alleged defaults by, claims or actions against, or potential liabilities of or relating to operation of the Facility, the Chapter, the District and/or The First Tee; (iii) timely pay any operating expenses, taxes, assessments and charges relating to the Facility; (iv) timely apply for and obtain and/or renew any approvals, licenses, permits, consents, authorizations, certificates or similar documents or actions required in connection with the program or the development or operation of the Facility; (v) hire, discharge, supervise, and carefully monitor the work of the personnel employed, and all agents, contractors, subcontractors or volunteers performing services in or about the Facility, provided that the District shall only engage qualified, competent and experienced personnel and volunteers (exercising an increased level of care at all stages, recognizing that many of the participants are young people); (vi) provide effective safety and security programs; (vii) implement conscientious environmental and conservation planning; (viii) keep, supervise and/or direct the keeping of, full, separate and adequate books of account, as well as records reflecting gross revenues and operating expenses of the Facility, achievement of program goals and realization rates, tracking of program participants, development of off-site teaching programs and relationships with the District's schools and golf courses, and other data relevant to the long term assessment of the success of The First Tee Program; and (ix) deliver to the Chapter and The First Tee within sixty (60) days after the end of each calendar year, annual financial statements (audited, upon request) including a balance sheet and statement of profit and loss showing the operational results of the Facility during the preceding calendar year. The Chapter shall (i) establish and maintain a diverse and effective Board of Directors, recognizing the goals and objectives of The First Tee Program

4.4 Entry and Inspection Rights of The First Tee: Although the District will exercise control over the Facility's and program's administration, management and operation, The Chapter's and The First Tee's role will include reasonable oversight to allow for proper evaluation of the Facility and program. In connection therewith, the District agrees to permit, upon prior notice to the District, the Chapter and/or The First Tee, its accountants, representatives, attorneys and agents to have reasonable access to all files, records, materials, information or personnel, or to enter the Facility at any reasonable time, without material disruption, to: (i) examine and inspect the Facility and its maintenance and operations, only as relating to The First Tee Program; and (ii) examine, inspect and/or copy the books, records and other materials of or relating to the Facility, only as relating to The First Tee Program. In the event The First Tee determines that the District is not in substantial compliance with this Agreement or the License Agreement, The First Tee may decertify the District and/or the Chapter pursuant to Section 5.3 below.

## 5. INDEMNIFICATION, INSURANCE AND LIABILITY:

5.1 Indemnification: To the extent not covered by proceeds arising from the insurance maintained by the District, the District shall defend, indemnify and hold the Chapter and The First Tee, World Golf Foundation, Inc., and their respective officers, directors, employees,

representatives and agents harmless from and against, without limitation, all claims, losses, suits, actions, causes of action, disputes, damages, liabilities, obligations or penalties, including, without limitation, all costs, charges, expenses and reasonable attorneys' fees (whether incurred in pre-suit negotiation, in preparation for or at trial, on appeal; in any insolvency or bankruptcy proceeding or otherwise), arising out of: (i) any damage to property, or injury to, or death of persons (including the property and persons of the parties hereto, and their agents, representatives, licensees, invitees, volunteers, employees, contractors, subcontractors, officers and directors) occasioned by or in connection with the tortious acts, malfeasance, negligence or willful acts or omissions of the District (or its agents, representatives, licensees, invitees, volunteers, employees, contractors, subcontractors, officers or directors); or (ii) the District's (or its agents, representatives, licensees, invitees, volunteers, employees, contractors, subcontractors, officers or directors) use, occupancy or operation of the Facility, or breach of its or their material duties and obligations under this Agreement. The obligations of the District hereunder shall survive the expiration or earlier termination of this Agreement. These indemnification obligations shall not apply to any claims, losses, damages, obligations, penalties or liabilities which may result or arise from The First Tee's (or its agents, representatives, licensees, invitees, volunteers, employees, contractors, subcontractors, officers or directors) malfeasance, negligence or willful acts or omissions.

5.2 **Insurance:** The District shall maintain general comprehensive "all-risk" or "public liability" insurance for bodily injury, death or property damage occurring upon, in or about the Facility, covering The First Tee, the Chapter and the District with minimum limits of \$1,000,000 for bodily injury or death for any one occurrence or accident, and \$1,000,000 for property damage for any one occurrence or accident. The District shall maintain the following policies of insurance: (i) insurance against loss or damage by fire or other casualties, including, but not limited to, vandalism and malicious mischief, within the meaning of "extended coverage", covering the Facility in an amount sufficient to prevent The First Tee or the Chapter from becoming a coinsurer under the terms of the applicable policy, but in any event not less than one hundred percent (100%) of the full insurable value of the Facility; (ii) general comprehensive "all-risk" or "public liability" insurance for bodily injury, death or property damage occurring upon, in or about the Facility, covering The First Tee, the Chapter, and the District with minimum limits of \$5,000,000 for bodily injury or death for any one occurrence or accident, and \$1,000,000 for property damage for any one occurrence or accident (iii) workers' compensation insurance for the Facility's employees in accordance with applicable law; and (iv) such other insurance in such amounts as The First Tee may reasonably specify, except that the cost of such other insurance shall be borne by The First Tee, unless approved by the Chapter and the District, in which case such cost shall be a Facility expense. Each policy of insurance shall be in a form and amount and from a carrier acceptable to The First Tee and the Chapter and shall name the Chapter, The First Tee and World Golf Foundation, Inc. as additional insureds. The District shall also contractually require all of its contractors, subcontractors, or any others performing any work at the Facility, to secure and maintain sufficient insurance of types and with the limits set forth above, as reasonably required by The First Tee and to name the Chapter, The First Tee and World Golf Foundation, Inc. as additional insureds. The District shall provide the Chapter and The First Tee with copies of all insurance endorsements, certificates and policies (and all renewals thereof) evidencing the coverage required pursuant to this Agreement, and all paid receipts for such insurance from the insurers thereof.

5.3 Decertification: Upon a default by the District under this Agreement or the License Agreement, disapproval by The First Tee and the Chapter of any Facility Plans (if submitted after the execution hereof), an uncured Material Departure not approved by The First Tee and the Chapter, or the expiration or earlier termination of this Agreement or the License Agreement, at The First Tee's option and upon written notice to the District jointly responsible as follows: (i) the District shall be decertified as a member of the Association and shall no longer operate the Facility as part of The First Tee Program; (ii) all other rights and licenses granted the District pursuant to this Agreement and the License Agreement by The First Tee shall terminate; and (iii) except in the event of termination due to a material default by The First Tee, (a) if this Agreement is terminated for any reason within the first five (5) years, the District shall, within thirty (30) days of such termination, pay to The First Tee 100% of The First Tee funds, including grants, directly or indirectly invested in the Facility, or (b) if this Agreement is terminated for any reason in years six (6) through ten (10), the District shall pay to The First Tee a prorata portion of The First Tee funds, including grants, directly or indirectly invested in the Facility in equal monthly installments over a five (5) year period. The amount of funds to be repaid to The First Tee as set forth in clause (iii)(b) shall be equal to the total amount of such funds and benefits, divided by ten (10) multiplied by the number of years remaining in the first ten (10) years of the term. For purposes of the repayment calculation, any portion of a year shall count as a full year.

6. MISCELLANEOUS:

6.1 Additional Provisions: This Agreement incorporates herein by this reference the following provisions of the License Agreement as if the same were set forth fully herein and applicable to the terms and conditions of this Agreement: (i) Paragraph 1.0, "Representations and Warranties;" (ii) Subparagraph 4.2, "Events of Default;" (iii) Subparagraph 4.3, "Remedies;" and (iv) Paragraph 6.0, "General Provisions." To the extent that any incorporated provision conflicts with a provision of this Agreement, this Agreement shall control.

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Whereby, the parties execute and enter into this Agreement this 19 day of SEPTEMBER, 2000.

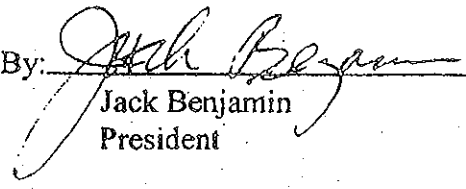
"THE FIRST TEE"  
WORLD GOLF FOUNDATION, INC.

By: \_\_\_\_\_

  
Joe Louis Barrow, Jr.  
National Director

THE "CHAPTER"  
THE LPGA CORNING  
CLASSIC CHARITIES, INC.

By: \_\_\_\_\_

  
Jack Benjamin  
President

"THE DISTRICT"  
HORSEHEADS CENTRAL SCHOOL DISTRICT

By: \_\_\_\_\_

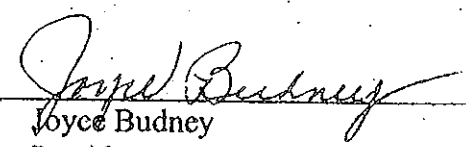
  
Joyce Budney  
President



EXHIBIT "A"  
FACILITY PLANS

\*\*\* To be provided by the Chapter as provided in Section 2.3 \*\*\*

EXHIBIT "B"  
BENEFITS TO THE CHAPTER

The First Tee Grant/ Other Funding Assistance: Upon execution of this Agreement, the Chapter will become eligible for a grant from The First Tee to be used to fund capital improvements to the Facility. The Chapter will not be considered for such grant until: (i) the Chapter has applied for, or has received, an IRS determination letter approving the Chapter's status as a 501(c)(3) not-for-profit tax exempt entity; and (ii) the Chapter has complied with this Agreement (including the provisions of section 2.3 requiring the production of the Chapter's Facility Plans), the License Agreement and any other applicable agreements between the parties. In addition to the foregoing, The First Tee reserves the sole right to determine the amount and the timing of the disbursement of any grant awarded to the Chapter. The grant shall be restricted to the purposes specified in the grant award letter, and shall be spent in accordance with the approved budget. Any part of the grant funds not so used shall be promptly returned to The First Tee.

Execution of the License Agreement: The Chapter and the District shall be entitled to use The First Tee's name, logo and marks pursuant to the License Agreement being executed concurrently herewith.

Design and Development Oversight: Where requested or appropriate, The First Tee will coordinate the participation of leading golf course architects and organizations for golf course design, planning, oversight and assistance, through alliances with associations such as PGA TOUR Design Services, Inc. and The American Society of Golf Course Architects. The First Tee will also assist, coordinate, advise and consult with the Chapter and the District in planning, designing and developing the Facility, in developing and implementing youth golf programs, and in monitoring the quality and progress thereof.

Facility Marketing, Public Relations and Other Benefits: The First Tee will utilize reasonable efforts to provide the Chapter and the District with marketing and public relations assistance and support. The First Tee will also use reasonable efforts to make all benefits of The First Tee Program and its supporting golf associations and sponsors available to the Chapter and the District and to coordinate these available benefits with the needs of the Chapter and the District.

National Supply Contracts/ Commercial Sponsorships: The Chapter and the District shall be entitled, but not required, to avail itself of the benefits and discounts of The First Tee's national supply contracts with construction suppliers, operational equipment suppliers, golf equipment manufacturers and others which have been secured for the benefit of The First Tee Program. Although the contracting parties will be designated The First Tee's official suppliers nationwide, the Chapter may also enter into arrangements with local or other suppliers and sponsors, provided that such suppliers and sponsors receive only on-site recognition and promotion at the Facility. Each local or other supplier and sponsor shall require the prior written approval of The First Tee, which in no event shall include tobacco, alcohol or other sponsors deemed inappropriate by The First Tee. In all cases, vendors and suppliers under The First Tee's national supply contracts will have final authority to determine the amount of equipment and discounts to be supplied to the Chapter and the District based upon the scope of the Chapter's project at the District as defined in The First Tee Facilities Agreement.

The First Tee Links: The First Tee will deliver to the District, as it becomes available, the computer hardware and software necessary to access and participate in The First Tee Links, a planned computer network linking the facilities within The First Tee Program with each other and with The First Tee.

Golf Course Financial Model: The First Tee has access to the Golf Course Builders Association of America's ("GCBA") guide and software for Estimating the Cost of Golf Course Construction. The First Tee will provide these materials as an aid to assist the Chapter and the District to prepare its construction budgets and assess the plans for the Facility.

PGA of America Career Links: The PGA of America is making available to First Tee Chapters its new employment service, Career Links. Chapters seeking to fill Executive Director or management positions at the Facility may utilize this service to obtain resumes of PGA members meeting the Chapter's job requirements and to obtain additional assistance regarding the hiring process.

EXHIBIT "C"  
THE FIRST TEE MINIMUM ACCESS POLICY

The District shall provide extraordinary access to golf for young people who are registered participants in The First Tee Program at the Facility. This will include on-site instruction and dedicated access to the driving range, short game and practice areas. The Chapter and the District shall also use its best efforts to develop off-site teaching programs and to provide access to other area golf facilities ("Affiliated Training Facilities") and will encourage such Affiliated Training Facilities to provide reduced rates for graduates of The First Tee Program. Specifically, the District shall provide the following as part of The First Tee Program:

For Registered Participants in The First Tee Program: The District shall provide no less than 12 hours per week of junior programming at the Facility, which shall include free group instruction, both on the driving range and in a classroom setting. Classes shall include beginning, intermediate and advanced group instruction over a 4 month period. The District shall also provide for each registered First Tee participant access to 4 rounds of golf per month at the Facility or, alternatively, may provide such access at an Affiliated Training Facility, at no cost or at low or discounted rates. Use of the driving range, short game and practice areas shall also be provided at rates affordable to the participants.

For Registered Participants in The First Tee Program Seeking Certification: In addition to the requirements stated immediately above, the District shall provide additional access, which shall include 16 free rounds of golf at the Facility and/or at an Affiliated Training Facility during the season in which the participant is seeking certification.

In addition to The First Tee Program Curriculum, the District shall use its best efforts to plan, develop and implement programs and initiatives: (i) for pre-teen youths; (ii) for the disabled, including physically and mentally challenged participants; (iii) for the deaf; (iv) for disadvantaged inner-city groups and youths, particularly minorities; (v) with local not for profit groups, such as the YMCA, YWCA, Boy's and Girl's Clubs, etc.; (vi) with area elementary and/or middle schools, high schools and community colleges; and (vii) as the parties mutually designate.

EXHIBIT "D"  
CERTIFICATION LEVELS AND REQUIREMENTS

Certified as *PAR* level upon:

- Completing a minimum of six lessons
- Positive skills evaluation
- Passing *PAR* level rules test
- Posting of one complete round at Chapter course
- Recommendation of instructor

Certified as *BIRDIE* level upon:

- Completing a minimum of twelve lessons
- Positive skills evaluation
- Passing *BIRDIE* level rules test
- Posting of five rounds at Chapter course
- Recommendation of instructor

Certified as *EAGLE* level upon:

- Completing a minimum of twelve lessons
- Positive skills evaluation
- Passing *EAGLE* level rules test
- Posting of ten rounds at Chapter course
- Establishment of USGA Handicap
- Recommendation of instructor

Certified as *CHAMPIONS CLUB* level upon:

- Demonstrated interest and skills to play competitively
- Served as a role model for other First Tee participants
- Participated in life skills training (where offered by Chapter)
- Positively represents Chapter as other golf facilities
- Recommendation of instructor