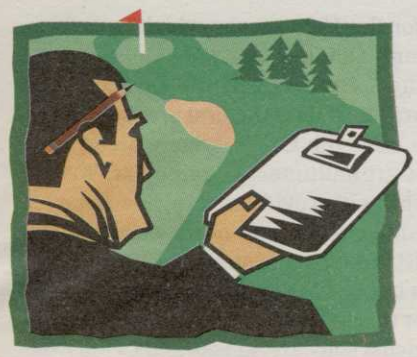
BRIEFS



PALMER APPOINTS PAIR

ORLANDO, Fla. — Arnold Palmer Golf Management Co. has named Jay Bastian vice president of business development and Natalie Sellers corporate development marketing director. Bastian is responsible for course acquisition activity focused primarily within real estate development communities. Sellers will write, design and lay out sales proposals and related support collateral, plus assist in lead tracking and generation efforts, database management and a variety of additional activities.

STUART NAMED BELLE TERRE MANAGER

LA PLACE, La. — Belle Terre Country Club here has named James Stuart its new manager. Stuart will be responsible for overall golf, club and member operations at the Club Corporation of America-operated facility. Prior to joining Pete Dye-designed Belle Terre, Stuart was manager of CCA's Cooks Creek Golf Club in Ashville, Ohio.

James Stuart

NGP ACQUIRES SEACLIFF

HUNTINGTON BEACH, Calif. — National Golf Properties has acquired SeaCliff Country Club here for $10.15 million. SeaCliff will be leased to American Golf Corp. Located 25 miles south of Los Angeles, the private facility includes an 18-hole course, practice area, clubhouse, tennis and swimming facilities.

LIGHTNING W TABS EIGUREN

WASHOE VALLEY, Nevada — The Golf Club at Lightning W Ranch has named W.L. "Lou" Eiguren director of club development. Eiguren, a 25-year PGA member, will focus on club membership development and growth with an emphasis on promoting the golf facilities. Prior to Lightning W, Eiguren was director of golf at Edgewood Tahoe Resort in Stateline.

Lou Eiguren

CASPER COMES TO TENNESSEE

OAK RIDGE, Tenn. — Billy Casper Golf Management will provide management consulting services to the city and a developer during the planning and construction phases for an as-yet-unnamed course. The Gary Roger Baird-designed course is scheduled to open this fall.

Masters Golf Corp. readies to expand northward

Florida firm adds Orlando facility, bringing portfolio to 8

By PETER BLAIS

ORLANDO, Fla. — Masters Golf Corp. plans to venture out of Florida this year as it attempts to become a major East Coast golf management company, according to President Tary Kettle.

Formed in 1992 with a single management contract, Masters has grown into a full-service, turnkey company with management contracts at eight Florida courses. Six belong to the Raymond Floyd Group.

The Orlando-based firm, which recently signed on at Rosemont Country Club here, expects to announce management contracts in either Georgia or South Carolina by year's end, Kettle said.

"We're planning to take on about three courses a year for the next few years," Kettle added. "We'd like to move up the Eastern Seaboard and eventually maybe affiliate or merge with someone to become a national company."

Rosemont Country Club is the latest addition to the Masters Golf Corp. list of courses.

Kettle and Floyd first met while Kettle was in the investment banking industry. He helped Floyd find and buy a course. The relationship continued when Kettle opted to open his own management firm a short time later.

Masters' Floyd properties include Oak Hills Golf Club in Spring Hill, Rotonda Golf & Country Club (G&CC)

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MARKETING IDEA OF THE MONTH

Breakfast meetings help attract business

The following article appeared in the March 1996 issue of The Club Marketing Report, a monthly newsletter for club professionals. For more information contact Robert or Denise Bodman at 800-267-6758.

If your marketing objective is to expand the number of prospective members being introduced to your club, to increase member usage and involvement in the club, to add to the number of guests your members are bringing to the club, or simply to enhance your club's image in the community, you may want to consider developing a program called the "Breakfast Speaker Series."

This program is a regularly scheduled, monthly series of notable speakers and presentations, addressing a group of members, invited guests, and other individuals from the community. Breakfast is chosen because it is typically a non-active period of the day for clubs, and is usually not in conflict with other community events. Initially, this concept became popular when the "Power Breakfast" was the rage in the business world.

Breakfast occurs at a time of the day that can be effectively used for networking. Networking is one of the underlying reasons why a member joins a club. More importantly, networking opportunities provide members with a rationale for maintaining their membership. This program provides the club with a method to meet the networking needs of its members, and en-

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Heritage Golf Management recently purchased Hoosier National Golf Club in Bloomington, Ind., and renamed the 27-hole facility Whitetail Golf Club. The 538-acre property has a regulation-length, 18-hole course and a nine-hole executive track. The facility has been closed while going through bankruptcy proceedings the past two years. A local farmer even hayed the acreage on a couple of occasions, according to company President Tom Rodems. The course is undergoing a major renovation, mainly to the putting surfaces, through the remainder of this year and will reopen as a daily-fee layout in the spring of 1997. Heritage manages three other Indiana courses — Bear Slide in Cicero, Iron Horse Golf Club in Logansport and Twin Bridges Golf Club in Danville.

LEGAL CORNER

Avoiding employee suits a matter of attending to details

By NANCY SMITH

Lawsuits by disgruntled employees can be more than just an Excedrin headache for club managers. They can also be money pits for judgments and attorneys' fees.

Insurance can protect against lawsuits for personal injuries. But it generally doesn't protect against claims by fired workers.

Recent court rulings have endorsed methods some companies have used to protect themselves from wrongful termination claims. They have shown that attention to detail in employee agreements can prevail against suits.

In Haggard v. Kimberly Quality Care, Inc., the California Court of Appeal ruled in favor of an employer who carefully worded both an employment agreement and employee handbook. When stated clearly the relationship could be terminated by the employee or employer at either's "will," the court found no implied agreement the employee would keep her job as long as she performed properly.

Many states consider employment to be "at-will," at the pleasure of either the

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Legal corner

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employer or the employee. No employer can fire a worker for discriminatory reasons, such as for being an ethnic minority. However, an employee can be fired for no reason whatsoever, under "at-will" law.

An exception to "at-will" law exists in a contract implied from circumstances of employment. For example, an employee may assert an implied agreement he or she would only be fired for "good cause" if there was continuous employment over the years with regular favorable performance reviews and corresponding raises. Under those circumstances, it was reasonable to assume as long as the job continued and performance was satisfactory, employment would continue.

Evidence of such an implied agreement can sometimes be found in employee handbooks, where policies for progressive discipline are outlined. An employee may argue that progressive discipline is a promise no firing would occur unless there was cause for such disciplinary process. This "implied contract" loophole, however, was closed in the Haggard case by a carefully worded employment agreement and employee handbook.

Cynthia Haggard was promoted to branch manager of Kimberly Quality Care, Inc. in 1989. When promoted, she signed an employment and confidentiality agreement. Although Haggard claimed she signed the agreement only because she felt she would lose her job if she did not, she nonetheless read and understood the agreement before signing it.

These cases demonstrate that clear and concise written agreements setting forth the intent of the parties are often worth much more than the proverbial paper they are written on.

The agreement included an explanation of the "at-will" nature of the job. It stated: "Either employee or the company can terminate the employment relationship at will, at any time, with or without cause or advance notice."

In 1991, the company revised its employee handbook. The book stated it was "not intended to give rise to contractual rights or obligations and was not to be construed as a guarantee of employment for any specific period of time or any specific type of work." It also stated: "You are an 'at-will' associate, meaning that your employment is for no definite period of time and may be terminated by you or by KQC at any time for any reason."

In 1992 Haggard was fired. Haggard claimed an implied contract promise she would not be terminated except for good cause, based on her lengthy employment, commendations, promotions, raises, annual performance ratings and the company's personnel practices and policies.

The jury believed Haggard and returned a $250,000 verdict in her favor. However, the Court of Appeal overturned the verdict. The court found that evidence of the practices of the company and the favorable performance reviews should never have made it to a jury. The clearly worded agreements, the court ruled, were conclusive evidence employment was "at-will" and the claim for implied contract without merit.

In a similar decision, a federal appeals court recently ruled an employee could not sue a former employer for giving a poor referral to a prospective employer. Generally, former employers are liable for damages if they report defamatory information about a former employee. For this reason, many employers stick to "name, rank and serial number" reports on former employees.

In the case of Cox v. Nasche, however, the court found there could be no lawsuit for defamation if the former employee signed a document releasing the former employee of liability. Stephen Cox had been employed by FlightSafety International Inc. in Alaska. While there, Cox worked under a supervisor named John Nasche. The two did not get along and Cox began looking for another job.

Cox applied to the Federal Aviation Administration. As a condition of application, FAA required Cox to sign a release agreement so FAA could obtain information from former employers. on achievement, performance, attendance, personal history and discipline.

When the FAA called Nasche, he gave an unfavorable evaluation of Cox. Cox did not get the FAA job and filed suit against Nasche and FlightSafety for defamation. The court said the release applied to the former employer and barred the lawsuit. The agreement stated: "I release any individual... from all liability for damages that may result to me on account of compliance or any attempts to comply with this authorization" to release employment information.

Because the matter arose in Alaska, the court applied that state's law, holding that under Alaska law the agreement gave an absolute privilege to the former employer. The court found the "weight of authority from other states" would also uphold the agreement as an absolute privilege.

These cases demonstrate that clear and concise written agreements setting forth the intent of the parties are often worth much more than the proverbial paper they are written on.