

BRIEFS



**NEW FIRM TAKES OVER NH LAYOUT**

JAFFREY, N.H. — Championship Golf Enterprises — which runs courses on the island of Antigua, Atlanta and Connecticut — is the new owner of 18-hole Shattuck Inn Golf Course. The company has pledged to improve course conditions and facilities, and add more housing. CGE recently bought the challenging, craggy 391-acre course from developer Richard H. Bryant of Capitol Heights, Md., and his mortgage holders which include the Resolution Trust Corp.

**LINKSCORP BUYS DALLAS TRACK**

DESOTO, Texas — LinksCorp Inc. has acquired private Thorntree Country Club in this Dallas suburb. GATX Golf Capital financed the purchase of the 18-hole course from the previous owner, Pexim Inc. This is Northfield, Ill.-based LinkCorp's second Texas acquisition, joining Northcliffe Golf & Country Club in San Antonio. LinksCorp owns 19 courses nationwide.

**CLUB RESORTS PROMOTES PAIR IN OHIO**

CONCORD, Ohio — Richard McLennan is the new general manager and Martha Heagany the new director of sales at Quail Hollow Resort and Country Club. The two were part of the successful management team that revitalized The Homestead, another Club Resorts Inc. property located in Virginia. The pair will direct growth activities for the Quail Hollow resort and the new Tom Weiskopf/Jay Morrish Golf Course scheduled to open in May.

**AGC AWARDED PA CONTRACT**

FLEETWOOD, Pa. — American Golf Corp. has been awarded a long-term operating lease for Golden Oaks Country Club in this Reading suburb. "We are thrilled to add this exceptional semi-private course to our management portfolio," said AGC Executive Vice President Joe Guerra. The Jim Blaukovitch-designed, 18-hole layout opened for play in 1994.



Joe Guerra

**WESTERN GOLF OPENS ARIZ FACILITY**

FOUNTAIN HILLS, Ariz. — The Golf Club at Eagle Mountain, a Western Golf Properties-managed facility here, opened in late January. Scott Miller designed the 18-hole, daily-fee layout. The in-season green fees rate is \$130.

# EAGL management soars to new heights

Dallas firm doubles in size with last year's acquisitions

By PETER BLAIS

IRVING, Texas — Evergreen Alliance Golf Limited (EAGL) of Dallas doubled its management portfolio by taking control of 11 courses in the past year, making it one of the most active mid-sized players in the golf course management arena.

The privately-held firm controls 24 courses scattered across the United States including private, resort, daily-fee and municipal operations.

"We think we can grow by 10 courses per year into the foreseeable future," said President Gary Heward. "We're looking for equity and lease arrangements. We're also open to management contracts if the situation is right."

EAGL is a full-service management firm offering operations, marketing, maintenance, merchandising, food and beverage, construction and project management services.

The Dallas-based company has several courses under construction. All except one should open this spring:

- Canterbury Golf Course in Parker, Colo., an 18-hole Jeff Brauer design that EAGL will manage. EAGL is also a part owner.



The 8th hole at Painted Dunes Golf Club in El Paso, Texas, one of the award-winning EAGL facilities.

- Quarry Oaks Golf Course in Lincoln, Neb., a wooded, 18-hole design by John LaFoy located along the Platte River. EAGL will manage the facility.
- Pacific Springs Golf Course in Omaha, Neb. The first nine will open this spring and the second nine and an 18-hole putting course next year. EAGL is an equity partner along with Landscapes Unlim-

- ited, a golf course construction company.
- Lake Park Golf Course in Lewisville, Texas. EAGL and partner Landscapes Unlimited are renovating the existing 18-hole layout and building a new executive-length nine.
- Scheduled for a later opening is Giant's Ridge Golf Course in Biwabik,

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**MARKETING IDEA OF THE MONTH**

## Magazines aid course promotion

By PETER BLAIS

LAWRENCEVILLE, Ga. — Taking a page from its success in the real-estate market, Network Publications has expanded its reach to golf courses looking to increase their business.

Network prints *The Real Estate Book*, a digest-size publication containing four-color ads, photographs and descriptions of choice properties offered by local real-estate agents. The advertiser-supported book is published in 460 markets nationwide and distributed free at banks, real-estate offices and other locations frequented by potential home buyers.

"We've basically taken the same concept to the golf industry," said Product Manager Craig Ridley, referring to *Golfer: The Great Golf Values Magazine*.

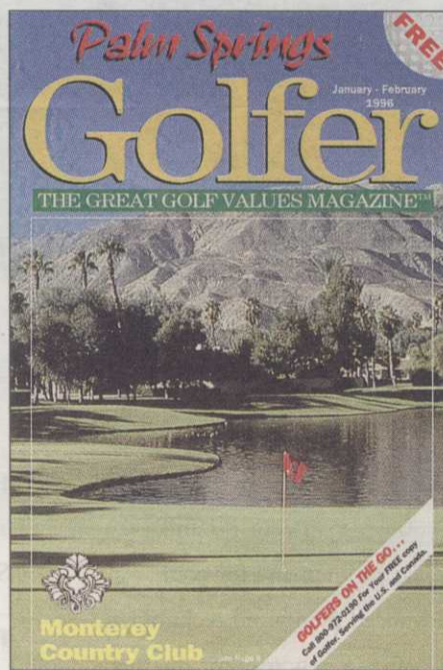
Like its real-estate cousin, *Golfer* is also a digest-size, four-color magazine. It contains predominantly full-page ads with photos and descriptions of golf courses within a specific geographical market. There is little if any editorial copy.

The formatted ads generally include a brief description of the course, amenities, course statistics, rates, course address and telephone number. *Golfer* is available in 16 golf markets nationwide with plans to go to 20 this spring.

"We started with just two publications back in July, 1994, Atlanta and Broward/North Dade counties in Florida," Ridley said. "It's been growing fairly quickly."

*Golfer* publishes between three and six issues per year, depending on the length of a particular market's golf season. This provides courses the opportunity to update their information every 60 days.

Network prints 25,000 copies of each regional issue at its 600-person Atlanta printing facility. Local independent contractors



sell ads and distribute magazines free to courses, ranges, retail shops, bars, restaurants, hotels and other places golfers visit.

"It's a very targeted distribution that gets into the hands of golfers," Ridley said. "With a free publication, you have to reach a target market. If you print 25,000 copies, you have to get them into the hands of 25,000 golfers."

"Advertisers can promote some sort of an incentive, but this is not a coupon book. The formatted ads are the most popular and we have graphic artists with extensive backgrounds who can tailor specific ads to a certain market."

In addition to golf course ads, *Golfer* also features ads from nine-hole courses, golf getaway package dealers, practice ranges and golf pros.

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**LEGAL CORNER**

## Golf car lawsuits bewilder courts, course operators

By NANCY SMITH, J.D.

The quick and easy operation of a golf cart enhances the game for many enthusiasts—until someone gets hurt. Injuries occur in various ways, from backing into a player loading clubs on the rear of the cart to falling out of the cart on a sharp turn taken too fast.

But the common factor after any injury is a search for who is at fault—often in the form of a lawsuit. Suit may be filed against the driver, the manufacturer, the servicer, the seller or the owner or operator of the golf course where the accident occurred.

In a comprehensive study of golf cart lawsuits, legal author Boyd J. Peterson, J.D. analyzed lawsuits across the country which involved injuries from carts.

"A golf cart may not be a dangerous instrumentality in all situations, however, many actions are brought against various persons and entities to recover for injuries resulting from the operation of a power golf cart," Peterson said.

Anyone involved in the chain of causation of the accident can be held responsible for an injury. Although state laws vary, most states permit recovery from anyone whose negligent conduct caused the injury. Historically, many states had a rule of "contributory negligence" which prohibited an

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## Cart lawsuits

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injured party from recovering damages if the injury was caused in any part whatsoever by his or her own negligence or misconduct.

Modern rules in most states have been changed to a "comparative negligence" rule. This permits recovery even when the injured party is partially at fault. This is intended to hold others responsible only to the proportion they are actually at fault for causing injury. Different states

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have different ways of implementing the rule. Most states recognize the inherent unfairness of barring a suit by an injured party who is, say, only 1 percent responsible for his injuries against another who may be 99 percent responsible.

The driver of a cart that injures another can be sued under various scenarios:

- When a passenger is thrown from a cart due to a sharp turn;
  - When a passenger's injuries are caused by operating the cart before the passenger was seated;
  - Injuries caused by excessive speed.
- "The driver of a golf cart may be liable for injuries caused to either the passenger or some other patron on the golf course as a result of the driver's negli-

gent operation of the golf cart. This liability is similar to the liability imposed on a person who operates any other motor vehicle in a negligent manner and causes personal injuries to another," Peterson wrote.

Suits may also be filed against the cart owner — the course operator, golf pro or whoever runs the rental operation.

"Since most golf courses rent golf carts to their patrons, the lessor of the cart is often the golf course owner, but it may also be a rental agency, a golf professional who independently operates a golf pro shop, or some other person or entity," according to Peterson.

Such suits may be filed for:

- Renting the cart when it is in a defective condition;

- Negligently entrusting the cart to a negligent driver;

- Improper maintenance of the golf cart, such as the brakes;

- Negligent failure to inspect or maintain the cart, such as the front-wheel support.

Suits may be filed against the lessor of a golf cart for failing to warn of dangerous propensities of the golf cart, such as:

- Lack of brakes when going backward;

- Propensity to tip over.

A manufacturer may also be sued on various theories:

- For injuries caused by defective arm and back rests;

- For defective design causing the cart to be unstable;

- Failing to warn of defect, including the propensity to tip over.

Many courses attempt to limit liability by using signed waivers. The law on such waivers is technical and varies by state.

"A number of courts have addressed various other issues relevant to the negligence or liability of a lessor of an injury-causing golf cart. Use of an exculpatory clause in a rental agreement by a lessor in an effort to avoid liability for an injury caused by a cart was held by some courts to be void for public policy reasons," wrote Peterson.

Additionally, suits may be filed against golf courses for cart injuries caused by problems on the course itself.

"An owner or operator of a golf course or part is under a duty to exercise reasonable care in constructing, maintaining, and operating the course or park, and is also under a duty to exercise ordinary care in promulgating and enforcing reasonable rules for the protection of those rightfully using the park or course," Peterson said.

For example, a course was sued for negligently maintaining a path which caused a cart driver to have an accident. In one case, a course was sued when a cart drove into an unmarked tree stump.

However, another court threw out a case in which a driver was injured when he drove into the rough and the cart went down a ravine. The court found the course had no duty to anticipate such operation of the cart and warn against it. Some golf courses escape liability because they are owned by government entities that fall under special immunity from suit.

Another source of suit against golf courses is for the wrongdoing of employees. One course was sued by a golfer who was injured when struck by a cart operated by a caddy employed by the course.

Although suits come in various forms, the obvious lesson is that insurance to cover for such unexpected mishaps is essential. Insurance is a must not only for the golf course, but also for any subcontractors or other entities, such as golf pros and cart-rental business.

Any agreement with such businesses should require proof of insurance in adequate amounts and for appropriate coverage. Some business owners require parties with whom they do business regularly to actually name the primary business as an "additional named insured."

Another helpful practice is to periodically verify proof of insurance. An insurer will issue proof of insurance at the policy's outset. Premiums are paid periodically. If premiums are financed and the insured has financial troubles, non-payment of premiums can result in cancellation of the insurance. Unscrupulous business owners have paid premiums, obtained proof of insurance to show others, then cancelled the policy and received a premium refund. This leaves the risk uninsured and the contractor duped.

*Golf Course News announces:*

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