

Sample Employment Contract

By GCSAA

EMPLOYMENT CONTRACT BETWEEN

[Insert name]
AND THE
[Facility name]

This Employment Contract, made and entered into this ____ day of _____, 20____, by and between the _____ ("EMPLOYER"), and _____ ("SUPERINTENDENT") as ratified by action of the governing board of EMPLOYER at a regular meeting held on _____, 20____. This contract incorporates and replaces all prior contracts and/or amendments thereto.

EMPLOYER is a _____ facility established for the purpose of maintaining, operating and conducting, among other activities, a _____ hole golf course and related facilities and grounds ("facilities").

In consideration of the mutual promises of each, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both the EMPLOYER and SUPERINTENDENT agree as follows:

1. TERM

The EMPLOYER employs the SUPERINTENDENT, and the SUPERINTENDENT hereby accepts employment as a SUPERINTENDENT for a _____-YEAR term commencing on _____, 20____ and ending on _____, 20____.

EMPLOYER may by specific action and with the consent of SUPERINTENDENT grant a _____-year/month extension of the existing contract. EMPLOYER shall notify SUPERINTENDENT in writing, [____ days] or [prior to _____, 20____] of its intent concerning such extension and/or nonrenewal.

2. CONDITIONS OF EMPLOYMENT

A. Duties

The SUPERINTENDENT is the Director of Facilities and Operations ("DFO") for the Golf Course and related facilities and shall faithfully perform the normal duties of a Golf Course Superintendent for the EMPLOYER as prescribed in the job description, as may be assigned by the EMPLOYER and as more particularly set forth in paragraphs 1 through 15, immediately hereafter.

The duties of SUPERINTENDENT shall include, but are not limited to the following:

1. Control and direct the maintenance, care and improvement of the grounds and golf course facilities, including maintenance facility, irrigation system, mowing and other golf course machinery.
2. Implement policies established by the EMPLOYER through its governing structure such as the Chairman of the Greens and Grounds Committee.
3. Assist the Chairman or other supervisor in preparing the annual budget for approval by the Finance Committee and the governing board.
4. Apply, inventory, and maintain all pesticides in accordance with

applicable laws, regulations (federal, state and local), and prudent management practices.

5. Coordinate tournaments and related activities with the golf professional and manager at the facility.
6. Recruit, interview, hire, and supervise employees in accordance with applicable state and federal laws.
7. Work with and attend management meetings of the Grounds Committee, or other appropriate managing entity, in determining policy and scope of activities.
8. Coordinate the hiring of any independent outside contractor retained by the golf facility related to the operations of the golf course and related facilities.
9. Maintain the golf course, including fairways, roughs, greens and grounds in a manner consistent with the budget provided by EMPLOYER.
10. Prepare a budget for golf course operations and capital improvements.
11. Enforce the rules and regulations at the golf facility as they presently exist or as they may hereafter be modified or amended and develop a policy of reporting such violations by golfers, members and guests.
12. Develop, implement, and review on an annual basis, policies and procedures affecting the orderly maintenance of the facilities and equipment.
13. Recommend and supervise the purchase, lease, installation and maintenance of golf course equipment and improvements including, but not limited to, cart paths (excluding cars), tee markers, waste receptacles, flags, signs, toilets, water fountains, shelters and the like.
14. Prepare a long-range plan for improvements to the facilities and projections for financial and membership needs and coordinate the implementation of the plan.
15. Perform such other duties as are customarily performed by SUPERINTENDENT and such other duties as assigned by EMPLOYER.

B. Limitation of Authority

Notwithstanding other terms herein, SUPERINTENDENT shall not have the right to make contracts or commitments for amounts in excess of _____ Dollars (\$_____) for or on behalf of EMPLOYER, without first obtaining the express written consent of EMPLOYER.

C. Supervision of Superintendent

SUPERINTENDENT reports to the _____ (owner, board of directors, board of governors, president, green chairman, general manager or other supervisor). If that person is temporarily absent or unable to perform [his or her] duties, then the SUPERINTENDENT shall report to the _____. In no event shall there be more than one person at any time acting on behalf of the EMPLOYER insofar as control of the SUPERINTENDENT is concerned.

D. Criticism, Complaints and Suggestions

The EMPLOYER, individually and collectively, shall refer all criticisms, complaints and suggestions called to the EMPLOYER's

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attention which EMPLOYER deems substantive at the time, to the SUPERINTENDENT for study and appropriate action, and the SUPERINTENDENT shall review and investigate such matters and inform the EMPLOYER of the results.

E. Board/Management Meetings

The SUPERINTENDENT shall attend appropriate meetings of the owner, board of directors, board of governors, president, green chairman, general manager or other supervisor of the golf course, with the exception of executive sessions devoted to the consideration of any action or lack of action on the SUPERINTENDENT's contract, the SUPERINTENDENT's salary or benefits, or the SUPERINTENDENT's evaluation.

F. Professional Organizations, Meetings and Activities

The SUPERINTENDENT shall devote his time, attention, and energy to the direction, administration and supervision of the facilities. The SUPERINTENDENT shall attend and participate in appropriate professional meetings at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the EMPLOYER, including membership fees and dues of the SUPERINTENDENT in such organizations as [he or she] deems appropriate in the performance of [his or her] duties. The SUPERINTENDENT may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not interfere with the performance of [his or her] duties as SUPERINTENDENT.

G. Outside Consultation Activities

The SUPERINTENDENT may, with EMPLOYER approval, serve as a consultant and receive a reimbursement of expenses and/or be paid an honorarium for such consultation services at no expense to the EMPLOYER. Prior to engaging in these activities, the SUPERINTENDENT will notify the EMPLOYER in writing of the activity. The EMPLOYER will notify the SUPERINTENDENT if the activity presents a conflict or interferes with the performance of [his or her] duties as a SUPERINTENDENT. If the SUPERINTENDENT receives compensation for outside consultation in excess of traveling expenses, the SUPERINTENDENT shall use vacation time, holidays, compensatory time (which shall equate to one and one half hours of paid leave for each hour worked) or other non-duty days for such consultation. Consultation provided by the SUPERINTENDENT under the terms and conditions of this paragraph must be consistent with state and federal law.

H. Limitation to Consultation Activities/Outside Employment

Notwithstanding paragraph 2G, SUPERINTENDENT shall not, without the express written consent of EMPLOYER, be interested directly or indirectly, in any manner, as a partner, officer, director, shareholder, adviser, employee, or in any other capacity in any other business similar to EMPLOYER's business or any allied trade; provided, however, that nothing contained in this section shall be deemed to prevent or to limit the right of SUPERINTENDENT to invest any of [his or her] money in the capital stock or other securities of any corporation whose stock or securities are publicly owned or are regularly traded on any public exchange, nor shall anything contained in this section be deemed to prevent SUPERINTENDENT from investing or limit SUPERINTENDENT's right to invest [his or her] money in real estate.

I. Civic Activities

The SUPERINTENDENT is encouraged to participate in community and civic affairs of the golf course. The membership and direct expenses of such memberships and activities shall be paid by the EMPLOYER as permitted by law and approved by the EMPLOYER.

J. Reassignment

The SUPERINTENDENT shall not be reassigned from the position of SUPERINTENDENT to another position without the SUPERINTENDENT's written consent.

3. COMPENSATION

A. Salary

EMPLOYER shall pay to SUPERINTENDENT in exchange for services rendered under this Agreement, compensation at the rate of _____ Dollars (\$_____) per year, payable _____ time(s) a month on the ____ [number] and _____ [number] days of each month while this Agreement shall be in force.

B. Reimbursements and Expenses

EMPLOYER shall reimburse SUPERINTENDENT for all reasonable expenses incurred in travel for EMPLOYER, attending the annual conference of [his or her] professional association, educational courses, and meetings of the local chapter of [his or her] professional association upon presentation of appropriate expense reports.

C. Life Insurance Premium

EMPLOYER shall pay SUPERINTENDENT's premium on [his or her] \$_____.00 life insurance policy for the period [he or she] performs the duties of SUPERINTENDENT.

D. Automobile Expense.

SUPERINTENDENT shall receive an automobile allowance of _____ Hundred Dollars (\$_____.00) per month to defray the expense of obtaining an automobile through ownership or lease, or shall be provided a vehicle of SUPERINTENDENT's choosing, subject to the approval of the EMPLOYER. Said vehicle shall be replaced every _____ years. This vehicle may be used by SUPERINTENDENT for business and personal purposes. EMPLOYER shall maintain automobile liability, property damage, and comprehensive insurance and pay the normal and necessary expenses for operation and maintenance of such vehicle.

E. Medical and Dental Insurance

EMPLOYER shall either provide to SUPERINTENDENT and pay the full premium for a comprehensive family health insurance policy provided under EMPLOYER's existing family health insurance plan; or, if SUPERINTENDENT elects to provide [his or her] own health insurance, pay to SUPERINTENDENT as additional salary, an amount equal to the cost of providing said comprehensive family health insurance policy. Said account must be paid in accordance with the rule applicable to regular members as now exists or hereafter amended. SUPERINTENDENT's family shall be considered the same as the family of a regular member for all purposes.

5. ANNUAL PERFORMANCE EVALUATION

EMPLOYER shall evaluate and assess the performance of the SUPERINTENDENT in writing at least once a year. The meeting at which the EMPLOYER evaluates the SUPERINTENDENT will be held in a closed environment, executive session if done by EMPLOYER's governing board, unless the EMPLOYER and SUPERINTENDENT agree that it should be held in an open setting. The EMPLOYER shall devote a portion of the meeting at which the evaluation takes place to a discussion of the working

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F. Bonus Compensation

In addition to any other compensation paid to SUPERINTENDENT, EMPLOYER shall pay SUPERINTENDENT bonuses in accordance with the criteria set forth below:

1. Professional Certification. If SUPERINTENDENT, during the term of this Agreement, becomes a Certified Golf Course Superintendent and receives a certificate from the Golf Course Superintendents Association of America indicating successful completion of the certification program, SUPERINTENDENT shall receive \$ _____ as a bonus in addition to [his or her] annual compensation.

2. Certification Status. If SUPERINTENDENT, during the term of this Agreement, receives [his or her] certification in the Golf Course Superintendents Association of America's environmental management program or wetland management through an accredited program approved by EMPLOYER or water management accredited program approved by EMPLOYER or as an Audubon Cooperative Sanctuary golf course SUPERINTENDENT shall receive \$ _____ as a bonus in addition to [his or her] annual compensation.

3. Referral of Prospective Members. SUPERINTENDENT shall receive ___% of any new member's annual dues for the referral of any new prospective member who joins the club.

- Golf Course Materials and Services
- Topdressing Sand (USGA Approved)
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Ask for Kevin

4. Performance Standards. EMPLOYER, as incentive to SUPERINTENDENT, shall pay a bonus of ___% of SUPERINTENDENT's annual compensation set forth in Paragraph 3A for adherence to the annual facilities budget or increases in membership attributable to improved course conditions or retention of membership, during a period agreed upon by the parties, or an increase in the rounds of golf played by ___ [percent or number] over the last year.

5. Risk Management. EMPLOYER, as incentive to SUPERINTENDENT shall pay a bonus of _____% of the reduced annual insurance premium attributable to the development and implementation of a risk management or safety program, which resulted in the premium reduction.

6. Car/Cart Concession. EMPLOYER as incentive to SUPERINTENDENT shall pay a bonus of ___ per car/cart rented to enhance golf car/cart usage on the course.

7. Golf Ball Concession. EMPLOYER shall pay SUPERINTENDENT \$ ___ per ball for recovered balls from the golf course and sold at the facility.

4. BENEFITS

[* denotes those provisions which may be alternatively addressed in the compensation section above.] Superintendent shall receive the following benefits:

A. Major medical and comprehensive health insurance, including dental, vision, and prescription coverage.*

B. Life insurance.*

C. Disability insurance. SUPERINTENDENT shall receive disability insurance equivalent to ___ year's annual compensation as set forth in paragraph 3A.

D. _____ meals per day during months of facility restaurant operation.

E. Use of the golf facility vehicle to more expeditiously carry out the duties of SUPERINTENDENT. *

F. For the convenience of the EMPLOYER housing shall be provided by EMPLOYER on premises in order to provide emergency services at the facility in conjunction with the scope of [his or her] employment. All reasonable expenses for the maintenance of the house including utilities, taxes, assessments, and related upkeep shall be paid by EMPLOYER.

OR

Housing Allowance. SUPERINTENDENT shall receive a housing allowance of \$_____ Hundred Dollars (\$_____.00) per month to reside in close proximity to the facility to provide emergency services at the facility in conjunction with [his or her] employment.

G. In addition, the SUPERINTENDENT shall be paid deferred compensation of _____ Dollars (\$_____).

H. Free family membership at _____ [club name], with regular member privileges, SUPERINTENDENT shall be entitled to all of the rights, privileges and benefits of a regular member, except voting, during the term of this Agreement and shall be excused from paying monthly dues, car/cart or green fees, assessments, certificate fees, initiation fees and minimum charges. Otherwise, (and excepting only employee meal benefit) [he or she] shall pay for services and merchandise at EMPLOYER's cost. The SUPERINTENDENT shall be entitled to charge to [his or her] account the purchase of any service or merchandise up to an amount equal to one month's salary.

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relationship between the SUPERINTENDENT and the EMPLOYER. The evaluation format and procedure shall be in accordance with the EMPLOYER's administrative evaluation system and state and federal law. The evaluation may form the basis for increases in SUPERINTENDENT's compensation.

6. TERMINATION

This employment contract may be terminated by:

A. Mutual agreement of the parties.

B. Disability of SUPERINTENDENT. If the SUPERINTENDENT is permanently disabled or is otherwise unable to perform [his or her] duties because of sickness, accident, injury, or mental incapacity for a period of ninety (90) working days beyond any accrued sick leave, the EMPLOYER shall have the option to terminate this agreement with no obligation to pay the aggregate severance sum designated in paragraph 6D.

C. Discharge for cause. In the event SUPERINTENDENT commits a material breach of the obligations and duties of SUPERINTENDENT under this Agreement or commits any acts designated as conduct violation or for just cause shall be considered cause for immediate dismissal. EMPLOYER may terminate this Agreement, during its term, only for "cause" which, for purposes herein, shall mean SUPERINTENDENT's (i) material and continuing failure to perform [his or her] essential duties hereunder; including but not limited to failure to work full-time on the business of EMPLOYER for reasons other than disability; or (ii) dishonesty; or (iii) gross misconduct or gross dereliction of duty; or (iv) fraud, misrepresentation or other acts of moral turpitude or criminal conduct; or (v) a material breach of any term of this Agreement. SUPERIN-

TENDENT may terminate this Agreement upon any material breach by EMPLOYER which is not cured within 30 days of written notice by SUPERINTENDENT.

D. Unilateral termination by EMPLOYER. In the event SUPERINTENDENT is terminated by the EMPLOYER and during such time the SUPERINTENDENT is willing and able to perform [his or her] duties under this agreement, then in that event the EMPLOYER agrees to pay SUPERINTENDENT, as severance pay, all of the aggregate annual salary [he or she] would have earned under this employment contract from the actual date of termination and/or one-month's pay for each year of service, whichever is greater.

E. Death of SUPERINTENDENT.

7. SAVINGS CLAUSE

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

8. MODIFICATION

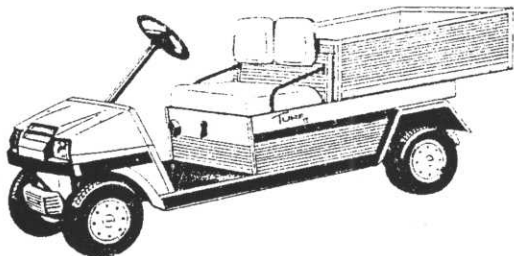
Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

9. CHOICE OF LAW

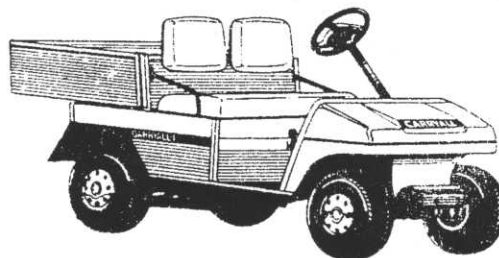
It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of _____ and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connect-

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tion with, or by reason of this Agreement, the laws of the State of _____ shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

10. NO WAIVER

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

11. PARAGRAPH HEADINGS

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

12. COMPLETE AGREEMENT

This Agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any

representation with respect to the subject matter of this Agreement or any representation including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that [he or she] or it has relied on its own judgment in entering into this Agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with [his or her] dealings with the other.

13. INDEMNIFICATION

Employer shall indemnify SUPERINTENDENT against any and all expenses, including amounts paid upon judgments, counsel fees, environmental penalties and fines, and amounts paid in settlement (before or after suit is commenced), incurred by the SUPERINTENDENT in connection with [his or her] defense or settlement of any claim, action, suit or proceeding in which [he or she] is made a party or which may be asserted against [him or her] by reason of [his or her] employment or the performance of duties in this Agreement. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, bylaw agreement, or otherwise. In witness whereof, each party to this Agreement has caused it to be executed at _____ [place of execution] on the date indicated below.

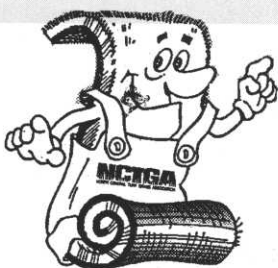
[Signatures and date(s) of signing]
Title of person representing EMPLOYER]

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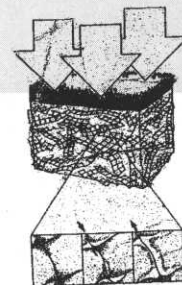
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