

CALIFORNIA GOLF CARBON PROJECT AGREEMENT

The California Alliance for Golf, California Turfgrass and Landscape Foundation, and Golfpreserves® establish this California Golf Carbon Project (Project) to convert the value of the stored carbon within its turfgrass and perennial plant material at golf facilities to useful research for better turfgrass and environmental stewardship, and to demonstrate to the public, golf's commitment to a leadership role for a better environment. This benefits every golf facility in California, now and in the future.

This agreement is entered into by the parties for the purpose of assigning to Golfpreserves® the carbon sequestered in situ by turfgrass and perennial plant material ("Carbon") at the golf facilities in exchange for Golfpreserves® managing this aspect of the Project. Golfpreserves® aggregates the stored carbon, provides the mathematical modeling and modeling research required; obtains verification, creates, bundles and markets the derived CO₂ certificates. Golfpreserves®' further responsibilities are to stay current with the regulatory environment, obtain participants, and secure the required records to maintain and support the Project. Finally, Golfpreserves® distributes revenue from sale of the certificates to the California Alliance for Golf Foundation ("Foundation").

The Assignment of the sequestered carbon in situ, and the related information requested from the golf facility, are all that is anticipated to be required of the golf facility.

In exchange for the mutual considerations of the parties, the golf facility, "Assignor" and Golfpreserves® "Assignee" do hereby agree as follows:

1. The assignment of the Carbon is for the purpose of Golfpreserves® to quantify, certify and bundle the Carbon as soil organic carbon (SOC) certificates to be marketed and sold through a qualified market exchange and/or direct sales to purchasers.
2. _____ referred to as "*Golf Facility Owner/Assignor*", assigns to Golfpreserves®, Assignee, for purpose of quantifying, certifying, bundling, marketing and selling as carbon certificates, all Carbon located within the top two feet as measured from surface down located within the referenced golf facility in situ (referred to by physical address and name) set forth above and specifically below. The assignment of Carbon in situ is effective on the first day of January following the year in which the sequestration occurred. This is a continual, annual assignment effective each January 1st. This agreement may be cancelled at any time by either party giving written notice. Notice shall be effective for the calendar year following the year of notification. (For example, notification on December 15, 2013 shall be effective January 1, 2014).
3. *Golf Facility Owner* provides Golfpreserves® with the following information relative to said golf course facility(s):

Facility Name: _____

Address: _____

Owner: _____

Address: _____

Total Acres of Turfgrass: _____

Acres of Fairways: _____ Grass Type: _____

Acres of Tees: _____ Grass Type: _____

Acres of Greens: _____ Grass Type: _____

Acres of Rough: _____ Grass Type: _____

Year Built: _____

Year Rebuilt or Regressed: _____

Land Use Prior to Golf Facility: _____

Contact Person: _____

Telephone Number: _____

E-mail: _____

4. *Golf Facility Owner* shall incur no out-of-pocket costs for Project management as such costs are borne by Golfpreserves®. *Golf Facility Owner* or Golfpreserves® may withdraw from this agreement as provided for in Paragraph 2 above.

5. *Golf Facility Owner* at no cost to it and in exchange for participation in the California Golf Carbon Project shall have license to marketing materials produced by Golfpreserves® related to this Project until this agreement is terminated by either party.

6. As consideration for assignment of Carbon to Golfpreserves® and participation thereof in a soil carbon aggregation managed by Golfpreserves®, the net proceeds generated from the sale of the “carbon certificates” derived from the assigned soil organic matter, shall be distributed between the California Alliance for Golf Foundation (2/3) and Golfpreserves® (1/3) for operation and administration of the Project.

7. *Mutual Indemnification:* Each party to this agreement shall defend, protect, indemnify and hold the other party, its subsidiaries, affiliates and any of its directors, officers, agents, representatives and employees harmless from and against any and all claims of every kind and character, demands, liability, loss, expense (including reasonable attorneys’ fees) or damages arising out of or in consequence of the performance of this agreement when such liability, loss, expense, attorneys’ fees or claims for injury or damages are proximately caused by or actually result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

8. This agreement shall be governed by the laws of the State of California. Any legal action shall be brought only in the State of California.

9. This agreement does not give Golfpreserves® any right, title, or interest in or access to *Golf Facility Owner’s* physical property.

10. This agreement does not give license to either party to the use of the other party’s trademark or trade name of the other without the prior written consent of the other. However, each party consents to having its name used as a participant in the Project.

Agreed this ____ day of _____, 2014.

(Golf Facility - Assignor)


(Assignee)

By: _____
Authorized Representative

By: _____
Authorized Representative

Mail Contract to:



7401 N.W. 18th Avenue

Gainesville, Florida 32605

If you have questions, please call (305) 852-2775 or

e-mail: info@Golfpreserves.com

www.Golfpreserves.com