



Together, anything's possible.

CHARITY PARTICIPATION AGREEMENT



THE BARCLAYS™

THIS CHARITY PARTICIPATION AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2010, by and between PGA TOUR, Inc., a 501(c)(6) corporation organized under the laws of the State of Maryland (“**TOUR**”) and _____, a 501(c)(3) corporation organized under the laws of the State of _____ with Federal Taxpayer Identification Number (EIN) _____ (“**Charity**”).

BACKGROUND

- A. TOUR is the organization of professional tournament golfers that co-sponsors, sanctions and administers the series of professional golf tournaments known as the PGA TOUR.
- B. TOUR operates a certain professional golf tournament on the PGA TOUR entitled THE BARCLAYS (the “**Tournament**”).
- C. TOUR operates a ticket sales program whereby local charitable organizations may generate charitable revenue as a result of consumer purchases of certain tickets to the Tournament (the “**Program**”).
- D. Charity desires to participate in the Program pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TOUR and Charity agree as follows:

1. **TERM.** The term of this Agreement (the “**Term**”) shall commence upon full signature of this Agreement by the parties and terminate forty-five (45) days following conclusion of the Tournament in 2010, which is scheduled to be conducted August 23-29, 2010 at Ridgewood Country Club. Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party.

2. **THE PROGRAM.** Upon signature of this Agreement by the parties, TOUR will provide a unique identifier to Charity, such as a code or name (the “**Code**”). Charity will encourage consumers to purchase tickets to the Tournament and to reference the Code when completing the purchase transaction. For each ticket purchased that references the Code, TOUR will contribute one hundred percent of the ticket sale revenue as follows: seventy-five percent (75%) to Charity and twenty-five percent (25%) to The First Tee, a division of the World Golf Foundation tasked with the mission of impacting the lives of young people around the world by providing learning facilities and educational programs that promote character development and life-enhancing values through the game of golf. Ticket sale revenue shall not include any ticket shipping fees, processing fees or taxes. Charity acknowledges and agrees that TOUR shall determine the dates of availability and price of the tickets, assign a specific level of access to the Tournament provided by such tickets, manage all ticket sales, be responsible for payment of applicable tax on the ticket sales, and determine any and all refund or other policies applicable to such ticket sales. All ticket sales are subject to availability and all rules and regulations established by TOUR governing access to the Tournament. Charity further acknowledges that not all tickets and hospitality sales to the Tournament shall be subject to the Program. TOUR will designate the particular tickets that are subject to the Program.

3. **INCENTIVES.** Multiple charitable organizations may be participating in the Program, and TOUR may award prizes selected by TOUR (e.g., Pro-Am, Am-Am or Honorary Observer spots at the 2010 or 2011 Tournament or other item(s), in TOUR’s sole discretion) to a certain number of charities (e.g., top two or three) who generate the most ticket sales during the Term and/or certain periods of the Term as indicated by the codes used by consumers during the applicable purchase transactions, with determination of the winner(s) based solely on TOUR’s books and records (the “**Incentive Program**”). If TOUR elects to conduct the Incentive Program, TOUR will notify Charity of the details of the Incentive Program, including the specific prize(s); provided, however, TOUR, in its sole discretion, may substitute any prize so identified with an alternate prize of equal or greater value. Charity acknowledges and agrees that (a) all federal, state and/or local income and other taxes, if any, on the complete value of the prize will be the winning charity’s sole responsibility, (b) the winning charity may be required to sign and return an affidavit of eligibility, release of liability and/or publicity release (where legal) within ten (10) days of notification of winning or the prize may be forfeited and an alternate winner may be selected, and (c) number of prizes awarded shall not exceed the number of charities participating in the Program.

4. **PAYMENT.** Within forty-five (45) days of conclusion of the Tournament, TOUR shall provide Charity with a report detailing the applicable ticket sales that referenced the Code. Along with such report, TOUR shall remit payment to Charity of the applicable contribution resulting from such sales. Charity acknowledges and agrees that TOUR makes no representation that Charity will receive any particular amount or be able to encourage any particular number of ticket sales as a result of this Agreement. TOUR shall use commercially reasonable efforts to periodically inform Charity of the volume of ticket sales referencing the Code during the Term.

5. **MARKS.** Subject to approval of the title sponsor of the Tournament (*i.e.*, Barclays Bank), Charity shall be granted the right to use the name of the Tournament (*i.e.*, THE BARCLAYS) and the name of the Program (*i.e.*, TICKETS Fore CHARITY™) solely in conjunction with its efforts to generate ticket sales to the Tournament pursuant to this Agreement. Charity's use of the Tournament and Program names shall be strictly limited to promotion of the availability and the sale of tickets and shall at all times be subject to the prior written approval of TOUR in each instance. In all communications with consumers by Charity related to the Program, Charity shall ensure that consumers are notified that such ticket sales are not tax deductible as a charitable contribution for the consumer. Charity shall not imply or infer an affiliation or association with TOUR, the Tournament or the Program other than as a charitable recipient of the Program at the Tournament. TOUR shall provide Charity with a limited amount of marketing and promotional material and content (the "**Toolkit**") for Charity's use in connection with the Program. Charity shall not use any other marketing or promotional material or content that utilizes the Tournament logo (or the TICKETS Fore CHARITY logo), including on any website, without TOUR's prior written approval in each instance. Neither shall Charity disassemble, parcel or separate the material within the Toolkit (*e.g.*, copy/cut/repurpose logos or photos). Upon request by TOUR upon termination or expiration of the Term, Charity shall return to TOUR and/or certify the destruction of the Toolkit.

6. **REPRESENTATIONS AND WARRANTIES.** Charity is and shall remain throughout the Term of this Agreement a United States 501(c)(3) entity, duly formed, validly existing and in good standing under the laws of the state in which it is organized, and is qualified to do business in all jurisdictions in which the nature of its business or assets would so require. Charity, including the individual signing below on behalf of Charity, has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement by Charity and the consummation of the transactions contemplated hereby have been duly and validly authorized. This Agreement constitutes a legal, valid and binding agreement of Charity and is enforceable against Charity in accordance with its terms. Charity agrees that it and any employees, agents or contractors it may employ or utilize shall comply with all applicable laws, statutes, ordinances, rules and regulations of any governmental authority and with any rules or regulations promulgated by TOUR in connection with the Program.

7. **INDEMNIFICATION.** Charity covenants and agrees to indemnify and hold TOUR and its respective officers, directors, employees, affiliated entities, and sponsors (and their respective officers, directors and employees) (collectively, the "**TOUR Indemnities**") harmless from and against any and all losses, claims, damages, expenses, judgments, awards, petitions, demands or liabilities (including without limitation reasonable counsel fees whether incurred in preparation for trial, at trial, on appeal or in bankruptcy proceedings), joint or several, to which any of TOUR Indemnities may become subject (collectively, "**Claims**") arising out of or in connection with (a) Charity's breach of its obligations under this Agreement, (b) the negligence or willful misconduct by Charity or its officers, directors, employees, contractors or agents in connection with the performance of Charity's obligations under this Agreement, except to the extent that any such Claim arises from the negligence or willful misconduct of TOUR, and/or (c) any aspect of the development, implementation, promotion, and operation of a sweepstakes, raffle or contest conducted by Charity related to this Agreement or the Program, including without limitation, any claim asserted by any governmental or regulatory entity related thereto. TOUR will notify Charity promptly upon receipt of notice of any such Claim, and Charity will assume responsibility for the defense thereof on behalf of the appropriate TOUR Indemnitee at Charity's sole cost and expense. This indemnity shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date and year first above written

CHARITY

By: _____

Print Name: _____

Print Title: _____

PGA TOUR, INC.

By: _____

Leonard D. Brown, Jr.

Senior Vice President & General Counsel