

Letter of Agreement

Beech Fork Golf Club
PO Box 394
Stanton, Ky 40380

8/11/2026

Powell County Board of Education
691 Breckinridge Street
Stanton, Ky 40380

Dear Powell County Board of Education

This letter concerns Powell County High School Boys & Girls Golf Teams. The purpose of this letter is to summarize the terms of the Agreement between Beechfork Golf Club and Powell County Board of Education. If all terms are agreeable by the board of education, please sign and return this letter to me.

Topic of Agreement

Powell County High School Boys & Girls golf Teams
Golf Practice and Events between July 1, 2026 and June 30 2027

Total Sum of **\$3000.00**

Season beginning 7/1/2026

School may have a fundraising tournament at a time agreed on by both parties.

Practice on most days except Tuesdays and Thursdays after 6pm.

Term and Termination

This agreement will become effective on 8/11/2026 and shall remain in effect until 6/30/2027. This agreement will need to be renegotiated each year before golf season begins.

Both parties shall have the right, at any time, upon written notice to terminate this Agreement. Upon termination, all rights shall immediately return the originator without prejudice to money that may be due or become due upon the occurrence of any of the following.

- (a) Any violation of the terms of this agreement by either party
- (b) Death or disability of either party during the term of the Agreement
- (c) Either parties' inability to perform in accordance with the Agreement

Force Majeure

Neither party shall be considered in default or in breach of the Agreement when such failure or delay to perform should be triggered by any act or force of nature beyond either party's control. Such acts of force of nature would include but are not limited to acts of God (tornado, hurricane, lightning strike, etc.), fire, flood, hostilities, war, striking, or governmental restrictions. Should such performance become interrupted by any such act as mentioned above, every reasonable effort shall be made to resume full performance as promptly as possible.

Notice

Both parties agree that any notices provided in connection with the Agreement, shall be made in writing by registered or certified mail, with return receipt requested.

Prevailing Law

The Agreement shall be governed in accordance with the prevailing laws of the State of Kentucky. Every aspect and provision of the agreement shall be construed in such a manner that shall render this an effective and valid legal instrument under current applicable law. Should any part of the Agreement be deemed ineffective or unenforceable under applicable law, only that specific provision shall be invalid and unenforceable without affecting or invalidating any of the remaining provisions contained within the Agreement.

Legal Remedies

Should either party seek legal remedy to enforce or interpret any of the provisions contained in the Agreement, the prevailing party shall be entitled to reasonable attorney fees, in conjunction with any other with any other relief deemed appropriate by the court to which the party may be entitled.

Summary of Items Included in Agreement

- (a) Boys and Girls Golf Team Members green fees during golf season only. This doesn't include cart fees.
- (b) Head Coach green and cart fees year-round. (1 Head Coach Per Team)
- (c) One Fundraising Tournament at a time to be agreed upon by both parties
- (d) Practice on most days besides Tuesdays and Thursdays after 6pm

Both parties acknowledge that the terms set forth in this letter accurately reflect the terms being agreed to by the parties.

X



Beechfork Golf Club

X

Powell County Board of Education