#### **GOLF COURSE CONCESSION AGREEMENT**

THIS CONCESSION AGREEMENT, made and entered into this \_\_\_\_\_ day of August , 2024, by and between the CITY OF MOUNTAIN HOME, IDAHO, a municipal corporation of the County of Elmore, State of Idaho, of 160 South 3<sup>rd</sup> East, P.O. Box 10, Mountain Home, Idaho 83647, hereinafter designated as the "City", and KURLY'S 2 SPORTS GRILL LLC, an Idaho limited liability company, of 124 East Jackson Street, Mountain Home, Idaho 83647, hereinafter designated in the singular as the "Concessionaire".

### RECITALS

(a) The City owns the Desert Canyon Golf Course located at 1880 North 8<sup>th</sup> East in Mountain Home, Elmore County, Idaho, that is sometimes hereinafter referred to as the "Golf Course".

(b) The Golf Course includes a space for a restaurant/snack bar and bar/lounge concession that is sometimes hereinafter referred to as the "Clubhouse".

(c) The City and Concessionaire desire to enter into an agreement for two years
commencing on the 1<sup>st</sup> day of October, 2024, and terminating on the 30<sup>th</sup> day of September,
2026.

(d) The City desires to grant to Concessionaire and Concessionaire accepts from the City the exclusive privilege of maintaining and operating a restaurant/snack bar and bar/lounge concession inside the Clubhouse pursuant to the terms and conditions contained in this agreement.

**IN CONSIDERATION OF** the mutual covenants and agreements herein contained, the parties agree as follows:

1. **GRANT AND DESCRIPTION OF AGREEMENT.** The City grants to Concessionaire and Concessionaire accepts from the City the exclusive privilege of

maintaining and operating a restaurant/snack bar and bar/lounge concession inside the Golf Course Clubhouse. Concessionaire agrees to keep the Clubhouse including the restaurant/snack bar and bar/lounge areas in a clean and orderly condition which meets Health Department Class "A" Restaurant standards, sustain a high level of customer satisfaction through minimal to zero complaints and keep up and maintain the interior and cleanliness of the Clubhouse and Restaurant equipment in peak condition. All profits derived from the operation of the restaurant/snack bar and bar/lounge concession shall be retained by the Concessionaire.

TERM. The term of this agreement shall be for a period of TWO years
commencing on the 1<sup>st</sup> day of October, 2024, and ending on the 30<sup>th</sup> day of September,
2026.

3. **CONCESSION FEE OR RENT.** The Concessionaire shall pay to the City the following rent or concession fee at the times and in the amounts as follows:

(a) The sum of \$1,600.00 per month commencing on the 1<sup>st</sup> day of October, 2024, and continuing on the 1<sup>st</sup> day of each month thereafter up through and including the 1<sup>st</sup> day of September 2026.

4. **USE OF PREMISES.** The premises shall be used to conduct a restaurant/snack bar and bar/lounge concession only. The food and beverage items offered shall be set by the Concessionaire. The Concessionaire shall furnish all the necessary materials and/or stock in trade for food and beverage services, and professionally manage the food and beverage operations to industry and Health Department standards, at all times.

5. **HOURS OF OPERATION.** The parties understand that the City desires to have an open and inviting experience at the Golf Course and Clubhouse. The City shall leave the actual hours of operation up to Concessionaire with the minimum hours of operation being set as follows: May 1<sup>st</sup> to September 30<sup>th</sup> from 9:00 a.m. to 8:00 p.m.; Tuesday through Sunday (closed Monday, unless Concessionaire does not want to close Mondays); October 1<sup>st</sup> to April 30<sup>th</sup> from 11:00 a.m. to 4:00 p.m.; Tuesday through Saturday (closed Sunday & Monday, unless Concessionaire does not want to close on those days). Concessionaire shall have the option of closing at 4:00 p.m. on the 4<sup>th</sup> of July if that is their desire. Concessionaire shall provide thirty (30) days' written notice to the City of any changes in the hours of operation not listed above.

6. **OTHER VENDORS AND CONCESSIONAIRES.** Except as otherwise provided in this paragraph of this Agreement, the City at its own discretion may allow and issue special event food and drink permits to concessionaires outside of the Clubhouse, on the Golf Course. Consistent with City Ordinance Title 4 Chapter 12, issuance of special permits may occur for the purpose of:

(A) Any City Sponsored special event;

(B) Special events utilizing the Golf Course by educational institutions;

- (C) Supporting the desires of tournament organizers to seek outside concession services;
  - The concessionaire may choose to issue a per-plate surcharge to the tournament organizers who elect not to use the concessionaire's services.
  - Temporary outside concessions shall not utilize food storage, preparation, serving, or cooking equipment leased by the concessionaire.

7. **IMPROVEMENTS TO PREMISES**. No improvements shall be made by Concessionaire without the prior written approval of the City. Any proposed improvements to the Clubhouse, Restaurant or supporting structures shall be furnished to The City, via notifications method(s) provided herein, stating the purpose or need, as well as architectural drawings as deemed necessary by The City. All improvements requested by the Concessionaire, and subsequently approved by The City, shall be made at the cost and expense of Concessionaire. Given that this is municipal property and Concessionaire is acting as an agent of the City, the Parties understand that all work done must be by a licensed and approved contractor and according to state, federal, and local codes that would otherwise be applicable to the City. All improvements shall become the property of the City.

8. **NEW EQUIPMENT PROVIDED BY CONCESSIONAIRE**. Any equipment that is to be provided by Concessionaire shall remain the property of Concessionaire and may be removed by Concessionaire at the termination of this Agreement, and if removed by Concessionaire, Concessionaire shall repair any damage or injury to the City's property caused by such removal subject to the satisfaction of the City. If the equipment is not removed within thirty (30) days after termination of this lease and agreement, it shall become the property of the City. Even if the equipment is not removed by Concessionaire within thirty (30) days after the termination of this lease and agreement, Concessionaire shall be responsible for the repair and restoration of any damage to City property. Any new equipment provided or installed by the Concessionaire that requires relocation of existing City assets, or modifications to the Clubhouse, must be first approved by the City Council.

9. **USE OF CREDIT CARDS**. The Concessionaire shall furnish the necessary equipment to process credit cards and be responsible for any fees associated therewith. No City funds shall be charged to the Concessionaire's credit card transaction processing service. If any funds are inadvertently charged to the Concessionaire's credit card account,

those funds shall be paid over to the City within one (1) week, along with a report or information to back up the funds being paid over to the City.

## 10. CONDITION OF CLUBHOUSE AND EQUIPMENT TO BE SUPPLIED BY THE

**CITY.** Taking possession of the Clubhouse by Concessionaire shall constitute acknowledgement that the Clubhouse is in good condition and acceptable to Concessionaire. Concessionaire shall keep the Clubhouse in a clean condition and keep up and maintain the interior and Clubhouse equipment in as good a condition as the same presently exists or as may be hereafter placed by either party, normal wear and tear from the ordinary use thereof excepted. All equipment, pots, pans, dishes, etc. in the kitchen, snack bar, and bar at the start of this agreement are the City's property and shall remain in the kitchen, snack bar and bar at the expiration of this agreement. The walk-in cooler, all freezers, stove, grill, grill hood, fryers, dishwasher and any other appliances in the kitchen and/or bar area at the start of this agreement are the City's property and shall remain in the kitchen and/or bar area at the expiration of this agreement. The big screen TV, tables and chairs located within the dining areas and on the outdoor patio at the start of this agreement are the City's property and shall remain in the possession of the City at the expiration of this agreement.

(A) The City owns the following major restaurant kitchen equipment at the outset of this contract (Exhibit A)

11. **MAINTENANCE OF PATIO AND PATIO TABLES AND CHAIRS.** The City shall keep the patio area adjacent to the Clubhouse free of dirt, leaves, etc. to the best of its ability taking into account the wind. The Concessionaire has been provided with a leaf blower to assist in keeping the patio area free of dirt, leaves and debris. Concessionaire shall keep the chairs, tables and any other restaurant and bar equipment located on the

patio in a clean and presentable condition at all times. Concessionaire shall also be responsible for keeping the patio free from restaurant or bar food or paper products that are no longer being used by customers.

12. MAINTENANCE OF AREA OUTSIDE OF CLUBHOUSE. Except as provided in Paragraph 11 above, all maintenance, cleaning and upkeep of the area outside of the Clubhouse shall be the responsibility of the City, with the exception of the enclosed area on the side of the Clubhouse including the cooking exhaust vent and the grease trap located in the same area, which maintenance and cleaning shall be the responsibility of Concessionaire. The enclosed area and grease trap shall be cleaned by Concessionaire on a weekly basis so as to not attract pests.

13. **WINDOWS AND CEILING FANS.** Concessionaire shall be responsible for the cleaning of all ceiling fans on the inside and outside of the Clubhouse.

14. **QUALITY OF SERVICE.** All items sold by Concessionaire shall be of first class quality, and the services provided by Concessionaire shall be rendered consistently, courteously and efficiently.

15. **RATES AND CHARGES.** All rates and charges for merchandise to be sold and services to be rendered by Concessionaire shall be reasonable and consistent with other similar business operations.

#### 16. **EMPLOYEES OF CONCESSIONAIRE.**

(a) Hiring of employees. Concessionaire shall hire its own employees for the food and beverage operations and shall be responsible for the payroll associated therewith. All of the Concessionaire's employees shall be informed in writing that they are employees of the Concessionaire and not of the City. Concessionaire shall submit names and required information of restaurant applicants to the city for a background check. The city must approve the background findings before a final offer of employment may be made by the Concessionaire. Current employees are subject to passing a background check before the effective date of this contract. Because of the city's role and the importance of its reputation in the community, for those employment positions that will have contact with the public, Concessionaire is precluded from hiring individuals with felony convictions and/or felony or misdemeanor convictions related to sexual misconduct, violence, or crimes against children or a vulnerable adult.

(b) Dress and manner of employees. Concessionaire shall make every effort to employ only those persons of good moral character. All employees of Concessionaire shall be neatly dressed at all times, and those employees that come into direct contact with the public shall wear a uniform or a badge by which they may be distinguished as employees of Concessionaire. Employees shall conduct themselves courteously in their relations with the public.

17. **CONCESSION MAINTENANCE.** All employees of the Concessionaire shall bus tables, inside and out, along with all countertops and any work area continually throughout the course of the business day and immediately following a customer transaction. Cleaning supplies, mops, towels and other types of cleaning supplies will be furnished by the Concessionaire and kept under the counter and out of customer sight. Soiled items or food product containers must be confined to appropriate trash receptacles, also out of customer sight, and placed in the dumpster provided by the City. All trash shall be removed from the building at the close of the business day. All flooring in the concession areas will be spot-cleaned throughout the day as necessary and wet-mopped or vacuumed, with products supplied by the Concessionaire, at the close of each operational day.

18. **RESTROOM MAINTENANCE.** The restrooms in the Clubhouse shall be the responsibility of Concessionaire. All restrooms shall be spot-cleaned and stocked throughout the day as necessary and thoroughly cleaned and stocked each night. All cleaning supplies shall be the responsibility of Concessionaire. The City shall furnish the paper products for the common Clubhouse restrooms only, such as toilet paper and hand towels, along with soap products. The Concessionaire shall notify the City when paper or soap products need to be reordered, at least ten (10) days prior to all products being used.

19. **CONCESSION PROCEEDS.** The City recommends that all business proceeds in the form of cash or checks be removed from the building at the close of the business day. If the Concessionaire does not remove such proceeds, the City will not be held responsible for any sale proceeds left at the Clubhouse overnight.

20. **CITY UTILITIES.** The City shall pay the following utilities for the Clubhouse used by Concessionaire including: water, sewer, and trash.

21. **ELECTRICITY.** The electrical utility will be maintained by the City, and billed to the Concessionaire at a rate of 50% of the actual bill monthly from Idaho Power on the following meters (#0030470288 & #0030514752) on a 30 day net format.

22. **NATURAL GAS.** The natural gas utility will be maintained by The City, and billed to the Concessionaire at 100% of the actual bill from Intermountain Gas (meter #9345803828), on a 30 day net format.

23. **TELEPHONE AND CARD TERMINAL.** If Concessionaire installs a telephone or credit card terminal service, Concessionaire shall pay for such services.

24. **TERMINATION.** Either party may, at its sole discretion, terminate this agreement for any or no reason by giving written notice to the other party by registered or certified

mail, addressed to the addresses provided herein, with at least one hundred twenty (120) days prior notice.

25. **OPTION TO RENEW.** If at the expiration of the TWO year term of this agreement, Concessionaire shall have fully performed all of the terms and conditions of this agreement, subject to the right of the City to terminate the agreement as provided above, Concessionaire shall have the right and option to extend or renew this agreement on a year to year basis on the same terms and conditions as are applicable to the initial term, except as otherwise provided herein. To exercise the right to extend the term of the agreement for an additional year, the Concessionaire shall notify the City Clerk in writing no later than ninety (90) days prior to the end of the previous term that they elect to exercise the right of extension as provided herein. Notwithstanding the right to terminate as expressed herein, upon tending such notice to extend, the City may at its option accept or decline within thirty days of receiving said notice. The concession fee shall be subject to revision as provided above.

26. **HOLDOVER.** If Concessionaire holds over after the expiration of the term of this agreement with the express or implied consent of the City without renewing this agreement as provided above, the holding over shall be deemed to be a month-to-month tenancy at the last concession fee established by the City and Concessionaire and shall be otherwise subject to the terms of this agreement.

27. **REPAIR AND MAINTENANCE OF CLUBHOUSE.** The City shall perform any required maintenance and repairs to the Clubhouse, except for those repairs caused by Concessionaire, which shall be the responsibility of Concessionaire unless otherwise provided herein.

28. MAINTENANCE OF EQUIPMENT. Concessionaire shall make every effort to maintain all equipment in good working condition at all times. Concessionaire shall notify the City in writing of any equipment failure which causes more than seven (7) days of delay in operation. Written notification of City owned equipment failures or equipment maintenance needs shall be delivered to the City Clerk, City Treasurer and Golf Superintendent within that seven (7) day period, so that the City may repair the equipment in a timely manner. Any replacement of City owned Restaurant Equipment listed in the table under Section Nine (9) of this contract must be approved by the City Council and is subject to the schedule of normal council meetings. Maintenance of equipment that requires periodic or scheduled upkeep (e.g. dishwasher, internal cooking hood vent, etc.) will be provided by the city and such costs are included in the lease rate.

29. **RIGHT OF ACCESS.** The City or its contracted agents shall have access to the Clubhouse, and to each part of the Clubhouse, at all times for the purpose of inspection, maintenance or repair.

30. **PARTIAL DESTRUCTION OF CLUBHOUSE.** If at any time during the term of this agreement the Clubhouse is damaged by fire, act of nature, or other cause beyond the control of Concessionaire, to the extent that continued use of the Clubhouse is unfeasible, Concessionaire may, on written notice to the City delivered within ten (10) days after the damage has occurred, terminate this agreement without any liability of Concessionaire to the City, except for the payment of concession fees accrued to the date of termination. If Concessionaire does not elect to terminate this agreement, the City shall, with due diligence, restore the Clubhouse to operative condition, but the City shall not be obligated under this provision to expend on such restoration more than the proceeds of any

insurance received by it on account of the damage. The City shall not be responsible for any profits lost by Concessionaire due to the partial destruction of the Premises.

31. **SIGNS.** Concessionaire must follow local sign ordinance and permitting prior to erecting a sign concerning its business on the exterior of the building. Interior signage shall be limited to illuminated window displays, free-standing menu boards, or professionally created banners that have received prior written approval of the City or the City Building Official. Any signs so placed shall be so placed with the understanding and agreement that Concessionaire shall remove these signs or symbols at the termination of this agreement and repair any damage or injury to the Clubhouse caused thereby. If not so removed by Concessionaire, then the City may have the signs or symbols removed and any necessary repairs made at the expense of Concessionaire.

32. **LICENSES AND PERMITS.** Concessionaire shall obtain and pay for all necessary permits or licenses for the operation of the Clubhouse facilities, including but not limited to, liquor by the drink, beer and wine licenses and shall comply with all federal, state, county and city laws, rules and regulations relating thereto.

33. **ALCOHOL LICENSURE AND SALES.** Under this agreement, the Concessionaire shall be authorized the use of The City owned Liquor by the drink, Beer & Wine License(s) to serve alcohol on the premises; including within the restaurant seating area as well as orders from the Golf Course, as permitted by law.

#### 34. COMPLIANCE WITH STATE AND LOCAL LAWS, RULES AND REGULATIONS.

Concessionaire shall comply with all applicable state and local laws, rules and regulations governing the operation of the concession at the Clubhouse. Violation of state laws, rules or regulations, or the ordinances of Elmore County or the City of Mountain Home may be considered as cause for termination of this agreement. 35. **TAXES.** Concessionaire shall pay all taxes on personal property belonging to Concessionaire located at the Clubhouse, and Concessionaire shall pay all sales and other taxes levied against the operation of the business operated by Concessionaire.

36. **INSURANCE.** (a) Liability Insurance. Throughout the term of this agreement, Concessionaire shall maintain insurance for bodily injury, death, or property damage occasioned by reason of the operations conducted by Concessionaire at the Clubhouse, including products liability, with minimum liability limit of \$1,000,000 for bodily injury or death of any one person and \$2,000,000 for bodily injury or death of two or more persons in any one accident or event, and in the minimum amount of \$2,000,000 for damage to property resulting from any one accident. Such insurance policy or policies shall name the City as additional insured thereon.

(b) Insurance Policies. Concessionaire shall furnish to the City copies of all policies of insurance and certificates of insurance verifying the existence and amounts of insurance required herein, and must be furnished within 30 days from the start of this agreement. No policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days' prior written notice to the City. All policies must be verifiable upon request at any point during the contract period.

37. **WORKERS' COMPENSATION.** Concessionaire shall take out and maintain during the life of this agreement and provide workers' compensation insurance and employer's liability insurance for all of Concessionaire's employees and pay all required payroll taxes and unemployment insurance in strict compliance with state laws. Certificates evidencing such insurance shall be submitted to the City Clerk annually, effective on the date of this agreement. The certificates shall provide that cancellation shall be delivered to the City Clerk ten (10) days in advance of the effective date of the cancellation or change.

38. **INDEMNIFICATION.** Concessionaire shall hold the City harmless from and shall defend and indemnify the City from and against all liability for injuries to or deaths of persons or damage to property arising from activities under this agreement, including but not limited to loss predicated on the active or passive negligence of the Concessionaire . Each party shall give the other party prompt notice of any claim coming to the party's knowledge that in any way directly or indirectly affects either party. Both parties shall have the right to participate in the defense of the claim to the extent of each party's interest.

39. **NOTICE OF DEFAULT.** If in the judgment of the City the manner of operation of the concession or the quality of merchandise or services do not meet the requirements of this agreement, or if Concessionaire is in default of any other term of this agreement, the City shall give Concessionaire a written notice specifying the particulars of the unsatisfactory performance or default. If Concessionaire fails or refuses to remedy the unsatisfactory performance or default within thirty (30) days after receipt by Concessionaire of the notice, the City may terminate this agreement notwithstanding other termination provisions expressed herein.. The decision of the City on any such matter shall be final.

40. **CLUBHOUSE AND CONCESSION PREMISES ON TERMINATION.** On the termination of this agreement for any reason, the City shall have full authority to re-enter and take full possession of the Clubhouse without the necessity of obtaining any legal process. Concessionaire stipulates that the City shall not be liable to prosecution or for damages for resuming possession of the Clubhouse.

41. **ASSIGNMENT OR HYPOTHECATION PROHIBITED.** Concessionaire may not assign any right, privilege, or license conferred by this agreement; nor may Concessionaire sublet or encumber any part of the Clubhouse without first obtaining the written consent of the City.

42. NONDISCRIMINATION. Concessionaire shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age or national origin. Concessionaire and Concessionaire's employees shall not discriminate against any person because of race, color, age, creed, sex or national origin by refusing to furnish such person any service or privilege offered to or enjoyed by the general public. Neither Concessionaire nor Concessionaire's employees shall publicize the services provided under this agreement in any manner that would directly or indirectly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, ancestry, sex, age or national origin.

43. WAIVER OF BREACH. The waiver by the City of any breach of any term contained in this agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of any concession fee payment by the City shall not be deemed to be a waiver of any prior breach by Concessionaire of any term contained in this agreement regardless of the knowledge of the City of the prior existing breach at the time of the acceptance of the concession fee payment.

44. TIME OF THE ESSENCE. Time is of the essence of this agreement.

45. **EACH PROVISION A MATERIAL PROVISION.** Each term of this agreement is material. A breach by Concessionaire of any one of the terms of this agreement shall be

considered to be a material breach of the entire agreement and shall be grounds for the termination of the entire agreement by the City.

46. **HEADINGS FOR CONVENIENCE ONLY.** The paragraph headings contained in this agreement are for convenience and reference only and are not intended to define or limit the scope of any provision of this agreement.

47. FORCE MAJEURE. Any prevention, delay or stoppage due to strikes, walkouts, labor disputes, acts of God, inability to obtain labor, materials, or reasonable substitutes for the same, governmental restrictions, controls, or regulations, enemy or hostile governmental action, civil commotion, fire, or any other causes determined by the City (in the exercise of fair discretion) to be beyond the reasonable control of Concessionaire, shall not be deemed to be a breach of this agreement. Concessionaire shall have a reasonable time after cessation of any of the above-mentioned causes to render performance.

48. **CONFLICTS OF LAW.** This agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Idaho.

49. **MODIFICATION.** Notwithstanding any of the provisions of this agreement, the parties, by mutual consent, may agree to modifications or additions to it. The City shall have the right to grant reasonable extensions of time to Concessionaire for any purpose or for the performance of any obligation of Concessionaire under this agreement.

50. **NOTICES.** All notices required to be given by the City to Concessionaire shall be deemed given to Concessionaire by depositing the same in the United States mail, postage prepaid, and addressed to Brandie Kearby, 124 East Jackson Street, Mountain Home, Idaho 83647. All notices required to be given to the City under this agreement or by law shall be deemed given to the City by depositing the notice in the United States mail, postage pre-

paid, and addressed to City Clerk, City of Mountain Home, and P.O. Box 10, Mountain Home, Idaho 83647.

51. **ATTORNEY FEES.** In the event it becomes necessary for either of the parties hereto to enforce their rights under this agreement by placing this agreement in the hands of any attorney for enforcement of such rights after default of the other party or to bring suit for enforcement of their rights after such default, then the defaulting party, or the nonprevailing party in case of suit, agrees in such case to pay the reasonable attorney's fees incurred by the other party, in addition to the other damages allowed by law.

**IN WITNESS WHEREOF**, the parties have executed this instrument the day and year herein first above written.

KURLY'S 2 SPORTS GRILL LLC, an Idaho limited liability company,

By\_\_\_\_

Brandie Kearby, Member

CITY OF MOUNTAIN HOME, IDAHO, a municipal corporation,

Ву \_\_\_

Rich Sykes, Mayor

ATTEST:

(SEAL)

Tiffany Belt, City Clerk

STATE OF IDAHO,	) ) ss.
COUNTY OF ELMORE,	)

On this \_\_\_\_ day of August, in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Brandie Kearby, known to me, to be the member of Kurly's 2 Sports Grill LLC, the limited liability company that executed the foregoing instrument and acknowledged to me that said limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for Idaho, Residing at Mountain Home, Idaho My commission expires:

STATE OF IDAHO,	)
	) ss.
COUNTY OF ELMORE,	)

On this \_\_\_\_\_ day of August, 2024, before me, the undersigned, a Notary Public in and for said State personally appeared Rich Sykes and Tiffany Belt, known to me to be the Mayor and Clerk, respectively, of the City of Mountain Home, Idaho, the municipal corporation that executed the foregoing instrument or the persons who executed the instrument on behalf of said municipal corporation, and acknowledged to me that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho, Residing at Mountain Home, ID. My commission expires:

		Golf Course - Kestau	Course - Restaurant Asset List		
New Asset Tag #	Location	Type/Model	Make	Serial Number	Model Number
5015	Golf Restaurant	Gas Stove 6 Burner	Imperial Range		
5014	Golf Restaurant	Grill	UltraMax		
5013	Golf Restaurant	Deep Fryer	Frialtor		
5012	Golf Restaurant	510F Deep fryer	Star Deep Fat Fryer	51005387	
5011	Golf Restaurant	Kitchen Sink X 2			
5010	Golf Restaurant	Dishwasher-AF-3D-S	American	51053	
5009	Golf Restaurant	lce Machine 150lb ice storage	Manitonoc/ Scottsman with bin	1 00 61313-08L, B0T0M CM500	
5008	Golf Restaurant		Deli Cooler		
5007	Golf Restaurant		Deli Cooler		
5006	Golf Restaurant	Walk-in Refrigerator	Superior	947411	
5005	Golf Restaurant	Freezer (GST-40DF)	Green World	SA12006	GST-40DF
5004	Golf Restaurant	Freezer (ARF49HF) 19072394	Asber	8102017058	ARF49HF
5003	Golf Restaurant	Falcon Freezer (AF-49)	Falcon (PN9117140084)	6.66117E+15	SY-206661
5002	Golf Restaurant	(Item #JIIRF-20)	Freezer Upright 20.7Qu. Ft.		
	Golf Restaurant	TCB-3SB Turbo Air	Keg Beer Cooler		
5001	Golf Restaurant	59' Draft Beer (Item#219981)	Keg Cooler Super Deluxe		
	Colf Doctouront	Standard hoidht	16 Lancator Tablo		
	Golf Bestaurant	Standard height	10- Lailcaster Table 64-RFM Seating		JAGUT/NOGARI RI
	Golf Restaurant	Bar height	4- Lancaster Table		349C22S3B & 3492430BBESP
	Golf Restaurant	Bar height	16-BFM Seating		163ZWB66BLBL

# Exhibit A