

PROJECT APPROVAL REQUEST

LLCC PROMOTION VIDEO

Date December 1, 2021

1. The person or Committee proposing the project: [Inn and Greens Committees](#)
2. The project's description/scope including:
 - a. Narrative description of the project.

Photography Scope of Work

Contractor: [John Hohnstein](#)

Purpose:

[Develop drone videos and photos of Lake Limerick HOA properties and edit for promotion purposes.](#)

[Music background with location description text](#)

Content:

- [9 golf course holes Tee box to green](#)
 - o [Add script describing holes 1 - 9](#)
- [Pro Shop Café building](#)
 - o [Patio](#)
 - o [Putting green](#)
 - o [Parking lots](#)
- [2 lakes](#)
 - o [Limerick and Leprechaun](#)
- [7 parks](#)
 - o [Inn grounds including Inn building, parking lot, sport court, playground, bridge, island, and dock](#)
 - o [Anglia including restrooms, playground, boat ramp, dock, swim area, and dam spillway](#)
 - o [Banbury including restrooms, playground, boat ramp, swim area, and dock](#)
 - o [Log Toy including restrooms, playground, swim dock/area, and fishing dock](#)
 - o [Tipperary including restrooms, boat ramp, and dock](#)
 - o [Leprechaun including playground](#)
 - o [Olde Lyme including restrooms, sport court, playground, and adjacent Cranbury Creek](#)

[All ownership rights of final product are Lake Limerick Country Club.](#)

[John Hohnstein retains rights for only self-promotion purposes.](#)

- b. The project's purpose and the value LLCC members will receive from the completed project, including any health and safety improvement aspects.
Project provides visual marketing of Lake Limerick assets designed to promote Member usage including awareness of prospective new owners and the public for the golf course and café.
To be available on the LLCC website and Golf website. Photos available for updating Chamber visitor center brochures.
 - c. Drawings and sketches as necessary to understand the project. NA
 - d. The approximate cost for the project, and the basis and assumptions for that cost estimate. Negotiated @\$2750.00
 - e. A recommendation as to whether the project should be delivered in-house with LLCC staff, use outside contractors or consultants, or be carried out by a combination of in-house and outside resources
Project team led by PM Roger Milliman supported by Inn & Greens marketing sub-committee
 - f. An approximate schedule, including any time constraints regarding project activities or completion date.
Project scheduled to complete by May 30, 2022
3. The budget status of the project
- a. Has a Committee, and/or the Board, already included the project in the current year's budget?
Project is not budgeted in the 2021-22 budget
 - b. Is it in a longer-range capital improvement plan? Is it a new idea outside the current year budget cycle?
Project is a new idea designed to elevate LLCC asset awareness for Members, prospective buyers, and the general public.
4. Additional considerations the Board may need to consider, including any foreseeable project risks or liabilities.
Confirmed that contractor will purchase liability insurance during video filming.
5. Proposed project manager.
Roger Milliman
6. Evidence of coordination with the appropriate staff departments and management and the staff's recommendation.
Project has been discussed monthly at BOD meetings and with Inn and Greens Committees.

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this _____ day of _____, _____

BETWEEN:

Lake Limerick Country Club of 790 E St Andrews Dr, Shelton, WA 98584
(the "Client")

- AND -

John Hohnstein 290 E Way to Tipperary, Shelton, WA 98584

(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. Services Provided

- 1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

Photography Scope of Work

Contractor: John Hohnstein

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 - o Patio
 - o Putting green
 - o Parking lots
- 2 lakes
 - o Limerick and Leprechaun
- 7 parks
 - o Inn grounds including Inn building, parking lot, sport court, playground, bridge, island, and dock
 - o Anglia including restrooms, playground, boat ramp, dock, swim area, and dam spillway
 - o Banbury including restrooms, playground, boat ramp, swim area, and dock
 - o Log Toy including restrooms, playground, swim dock/area, and fishing dock
 - o Tipperary including restrooms, boat ramp, and dock
 - o Leprechaun including playground
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2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.
3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

Project scheduled for completion by May 30, 2022

4. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.
7. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:

Total price \$2,750.00 payable at completion of accepted project. Associated out of pocket expenses with receipts are payable during the project. Total expenses including development services not to exceed \$2,750.

8. The Compensation as stated in this Agreement does not include sales tax. Any sales tax required by law will be charged to the Client in addition to the Compensation.
10. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
11. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.
12. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

13. The Contractor understands and agrees that any attempt on the part of the Contractor to induce other employees or contractors to leave the Client's employ, or any effort by the Contractor to interfere with the Client's relationship with its employees or other service providers would be harmful and damaging to the Client.
14. During the term of this Agreement and for a period of five (5) years after the expiration or termination of this Agreement, the Contractor will not in any way directly or indirectly:
 - a. induce or attempt to induce any employee or other service provider of the Client to quit employment or retainer with the Client;
 - b. otherwise interfere with or disrupt the Client's relationship with its employees or other service providers;
 - c. discuss employment opportunities or provide information about competitive employment to any of the Client's employees or other service providers; or
 - d. solicit, entice, or hire away any employee or other service provider of the Client.
15. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.
16. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.
17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - a. John Hohnstein
290 Way to Tipperary, Shelton WA 98584
 - b. Lake Limerick Country Club
790 E St Andrews Dr, Shelton, WA 98584

or to such other address as any Party may from time to time notify the other.

18. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.
19. The Contractor will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Contractor based on the risk associated with the characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.
20. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.
21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.
22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.
23. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.
24. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

- 25. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.
- 26. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
- 27. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 28. 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 governed, to the exclusion of the law of any other forum, by the laws of Washington, without regard to the jurisdiction in which any action or special proceeding may be instituted.
- 29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
- 30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

John Hohnstein

Name _____
Date _____

Lake Limerick Country Club

Name _____
Date _____

