COLLEGE GOLF CENTER
OUTSIDE PROS CONTACT FORM

Term: October 19, 2026 – June 30, 2027

Name: _____

Address: _____

Cell Phone: _____ Business Phone: _____

Email: _____

Acknowledgement:

- I, the above-named individual, acknowledge that I am an independent Outside Golf Professional ("Outside Pro"), who is an independent contractor, and not an employee, of College of the Desert ("COD").

- I acknowledge and affirm that the COD provides privileges for Outside Pros to provide private golf lessons at the COD College Golf Center, in accordance with the Terms & Conditions, attached hereto and incorporated herein.

- I acknowledge and affirm that I shall pay **thirty dollars ($30.00)** to the COD College Golf Center in accordance with the payment schedule set forth in the Outside Pros Terms & Conditions, attached hereto, for each private golf lesson conducted at the College Golf Center, for all lessons of any duration, plus the cost of all range balls purchased for use at the current rate applied at the College Golf Center.

- I acknowledge receipt of the Outside Pros Terms & Conditions, and affirm that I shall comply with all Terms & Conditions set forth therein. I acknowledge that failure to comply with the Terms & Conditions may result in automatic, immediate termination of my rights to conduct private golf lessons at the COD College Golf Center as set forth in the Terms & Conditions.

Signature: _____

Date: _____

For District Use Only:

Date Received: _____ *Initials:* _____

COLLEGE GOLF CENTER
OUTSIDE PROS TERMS & CONDITIONS

1. Definitions:

1.1 "Outside Golf Professional" or "Outside Pro" means an individual identified in the Outside Pros Contact Form, who is a golf professional that is an independent contractor and not an employee of the College of the Desert, providing private golf lessons at the College Golf Center, pursuant to these Terms & Conditions herein.

1.2 "COD" or the "District" means the College of the Desert.

1.3 "College Golf Center" means the COD College Golf Center located at 73450 Fred Waring Drive, Palm Desert, California 92260, which provides golf practice areas for District and public use, including but not limited to a driving range.

1.4 "Lesson" means a private golf lesson provided by an Outside Pro to a private client/s at the College Golf Center.

2. Use Terms & Conditions:

2.1 **Contact Form:** An Outside Pro must complete the COD Outside Pros Contact Form and acknowledge receipt and affirm compliance with these Terms & Conditions prior to providing any Lessons at the College Golf Center.

2.2 **Use of Facilities:** The District has sole and absolute discretion to grant an Outside Pro privileges to the College Golf Center. The Outside Pro shall be responsible for using the College Golf Center in a manner consistent with all College Golf Center requirements and/or procedures during the course of all Lessons. The Outside Pro shall maintain the Lesson Area in a manner consistent with the remainder of the College Golf Center. Space availability shall be on a first come first serve basis; the Outside Pro may not hold and/or reserve stalls and/or practice areas, and may not set up and/or stage Lesson Areas more than thirty (30) minutes prior to a Lesson. The Outside Pro shall not instruct more than four (4) clients at a time. All equipment not being used during a Lesson must be stored at least fifty (50) feet behind the hitting bays, and there shall be no unloading on the College Golf Center shed area with carts and/or vehicles.

2.3 **Lesson Area:** The Outside Pro shall conduct Lessons **only** in the assigned "Lesson Area," as marked by designated signs at the College Golf Center. The Outside Pro **shall not** conduct any Lessons on COD Golf Team practice area under the mats and/or any areas specifically marked for COD Golf Team practice, except during the summer after the end of the spring semester. The Putting Green, Pitching Green, and Sand Bunker areas shall be available for Lessons **only** when the COD Golf Team practice is **not** in session. The location of all marked "Lesson Areas" may change at any time without notice due to maintenance and/or COD Golf Team needs. Failure to comply may result in District termination of the

Outside Pro's Lesson privileges, as set forth in Section 5 below. Any questions related to permitted "Lesson Areas" shall be directed to the College Golf Center Office, at the contact information in Section 6 below.

2.4 **Payment:** The Outside Pro shall pay the District thirty dollars ($30) per each Lesson conducted at the College Golf Center, and the cost of all range balls purchased for use during the Lesson. Payments shall be made by check, payable to **COD Auxiliary**. Payments must be deposited in the black mailbox at the bottom curb entrance of the College Golf Entrance **no later than 10:00 a.m. on Friday** of each week. Late or non-payments may result in District termination of the Outside Pro's Lesson privileges, as set forth in Section 5 below.

2.5 **No Harassment:** The Outside Pro shall ensure that they and their client(s) are respectful of all other patrons of the College Golf Center and other Outside Pros, and shall not harass, disturb or interfere with the use of the College Golf Center by others.

2.6 **No Solicitation:** The Outside Pro may only conduct its Lessons at the College Golf Center, and shall not solicit and/or advertise, including, but not limited to handing out business cards to other patrons or leaving business cards at the College Golf Center. The College Golf Center permits Outside Pros to post one (1) business card or flyer on the bulletin board inside the College Golf Center Office.

3. **Indemnification:** To the fullest extent permitted by law, the Outside Pro shall indemnify, protect, defend, and hold harmless the College Golf Center, COD, and any and all of their employees, officials, agents, administrators, and Board of Trustees ("Indemnitees") from and against any liability, action, claim, or damage whatsoever, based on or arising out of the access to and/or use of the College Golf Center by the Outside Pro and/or their client(s) during the course of any Lesson(s), including but not limited to property damage, property loss, bodily injury, death, or any other element of any kind or nature. The Outside Pro shall defend the College Golf Center, COD, and any and all of its Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions, or services; provided however, that nothing in this section shall require the Outside Pro to indemnify the College Golf Center, COD and its Indemnitees for that portion of any claim(s) arising out of the intentional misconduct of the College Golf Center, COD, and/or their Indemnitees.

4. **Assumption of Risk:** By entering the College Golf Center, the Outside Pro and their clients acknowledge and assume any and all risks associated with their use of the College Golf Center, including but not limited to the loss or damage of any personal property, and/or any bodily injury or death. Neither the College Golf Center nor COD shall be responsible for any missing or lost property by an Outside Pro or any of their clients.

5. **District Termination:** The College Golf Center reserves its right to terminate an Outside Pro's privileges to provide Lessons at the College Golf Center **for any reason and at any time at its sole discretion**, including, but not limited to, an Outside Pro's violation of any of these Terms & Conditions. The College Golf Center reserves its right to decline an Outside Pro to renew/extend their Lesson privileges for an upcoming semester **for any reason and at any time**.

6. **Notice:** All payments due under these Terms & Conditions, and any questions or inquiries related to the use of the College Golf Center for Lessons shall be directed to the College Golf Center Office at:

COD College Golf Center
Attn: Diana Guijarro, Director of Fiscal Service
73450 Fred Waring Drive
Palm Desert, California 92260

Direct: 760-862-1375
Email: dguijarro@collegeofthedesert.edu

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