



teesnap

Customer Agreement Form v3.7 (Pro I)

ITEM # 18-0313

Initials \_\_\_\_\_

Date \_\_\_\_\_

Today's Date 06/02/17

Quote Expires 06/15/17

#### COURSE INFORMATION

Jennifer Romero

Course Representative

Marty Sanchez Links De Santa Fe

Name of Course

205 Caja del Rio Rd

Street Address

Santa Fe

NM

87506

City

State

Zip

#### COURSE TYPE (Choose one)

☐

Private

☒

Public

☐

Semi-Private

☐

F&B Only

#### NUMBER OF HOLES

☐

9

☒

27

☐

18

☐

Other:



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Initials \_\_\_\_\_

Date \_\_\_\_\_

### PAYMENT & PRICING (Please choose one)



#### Daily Payment

You agree to pay Teesnap daily installments of \$ \_\_\_\_\_ for \_\_\_\_\_ days starting on \_\_\_\_\_. If payment cannot be deducted from remittance, the balance will carry forward to subsequent days until total payment is collected. Payment will be automatically deducted from the remittance. This agreement is valid for 1 year from the start date. 30-day written notice cancellation policy.

#### Monthly Payment

You agree to pay Teesnap monthly installments of \$ \_\_\_\_\_ for \_\_\_\_\_ months starting on \_\_\_\_\_. If the monthly installment amount is not paid in full from the 1st day's remittance, the remaining balance will be deducted on subsequent days until full balance is paid. Payment is due in full within 30 days of installation date.



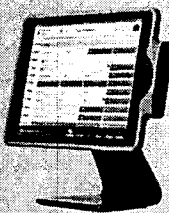
#### Annual Payment

You agree to pay Teesnap \$ 10,850 as a one-time annual payment via check. This payment is valid for 1-year use of Teesnap. The terms of this agreement will expire on 08/01/2020 at 11:59pm PST. Installation date will not be set until payment clears. No cancellation policy.

*If the system has not processed at least 3 months activity prior to cancellation there is a one time \$1,000 penalty to cover installation and administrative costs. This applies to all payment options except 'Annual Payment' option.*

### PACKAGE & HARDWARE CONFIGURATION

#### Teesnap Pro I



#### 3 iPads (included)

This agreement also includes 3 additional iPad mobile stations at a cost of \$ 750 each.

#### Also Includes:

- Teesheet POS System
- F&B Module
- Admin Portal + Software
- Intermediate Reports
- Online Booking Engine
- Partner Portal (Web Teesheet)
- 3-page Custom Website + Basic Tech Support
- Email Marketing Tools

#### Installation (Offsite Webinar included)

This agreement includes 2 additional onsite installation days at a cost of \$ 175 per day.



## CUSTOMER AGREEMENT

Teesnap, LLC, a Nevada limited liability company ("Teesnap") provides a system (the "System") for the booking of golf course reservations and related services, the processing of retail purchases from the pro shop and the payment and collection of fees and charges from customers. These Terms and Conditions form an agreement between you and Teesnap with respect to your use of the System.

You agree to the terms of this Agreement. You and Teesnap may be referred to throughout this Agreement individually as a "Party" and collectively as the "Parties".

## SECTION 1: PURPOSE

Teesnap will provide you with access to its System, including any iPads and other equipment necessary to operate the System at your golf course (the "Golf Course"). Each Golf Course shall consist of a pro shop and one or more golf courses. Teesnap will have the right, but not the obligation, to replace iPads and other equipment as it sees fit. You will be responsible for any damage to or loss of the iPads or other equipment provided by Teesnap. You agree that this will be your exclusive reservation and retail sales system and that all golf related commercial activity will be booked through the System during the term of this Agreement.

## SECTION 2: TEESNAP ACCOUNT

2.1 Your Account. Teesnap will work with you to create your account for the System, including: 1) Establish your account with Teesnap; 2) Establish your administrative environment for all related personnel and products; 3) Add your products, including their cost and retail pricing for each product and 4) Take any other steps required for the operation of the System. Your Teesnap Account will facilitate your use of the System and will allow you to receive current reservation and sales related information and other information pertaining to your relationship with us. Teesnap is not and will not be liable for any loss or damage arising from your failure to manage your Teesnap Account. If you are entering into this Agreement on behalf of your employer or another entity, you represent you have full legal authority to bind your employer or such entity to this Agreement.

## SECTION 3: SYSTEM PARTICIPATION

3.1 Golf Course Offerings. To participate in the System, you must supply the content and images to describe and illustrate your Golf Course and service offerings ("Golf Course Offerings"), by completing and submitting, or authorizing an agent to complete and submit, the information to Teesnap. You are responsible and liable for all Golf Course Offerings and terms, and for Teesnap's or any purchaser's use or reliance on any of the foregoing.

3.2 Promotion of Golf Course. Teesnap shall coordinate with you to promote your Golf Course Offerings. TEESNAP DOES NOT WARRANT OR GUARANTEE THE USE OF THE TEESNAP SYSTEM WILL RESULT IN ANY PARTICULAR AMOUNT OF REVENUE OR PROFIT FOR YOU.

3.3 Responsibility for Golf Course Offerings. You represent that all services provided by the Golf Course for customers booking through the System will be consistent with prevailing industry standards for similar golf courses. You will be responsible for all customer service with respect to your Golf Course Offerings. Teesnap shall have no liability for the nature, completeness or accuracy of information provided by you about your Golf Course Offerings or the fulfillment of your Golf Course Offerings.

3.4 Processing of Sales. All sales transactions for the Golf Course will be processed through the System with Teesnap as the Merchant of Record. You agree that the System will be the exclusive system used by the Golf Course to sell its service and goods, including the reservations calendar for tee times.

3.5 License to Your Content. You hereby grant Teesnap a non-exclusive, worldwide, transferable, irrevocable (during the term of this Agreement) and sub-licensable license to use, copy, distribute, display and perform any of your content concerning your Golf Course Offerings (including any trademarks, trade names, logos or copyrighted material of yours to be included in any advertising for your Golf Course Offerings) in any and all media or formats in connection with Teesnap's fulfillment of its rights and obligations under this Agreement, including the promotion of your Golf Course Offerings.

3.6 Press Release. Teesnap may, in its sole discretion, include you in any press release regarding your Golf Course Offerings described herein or otherwise identify you as one of its golf course clients. Any press release you may want to issue which includes Teesnap must be approved by Teesnap prior to release.

3.7 Teesnap is and will remain PCI compliant for the life of the product. The annual PCI compliance certification (SAQ) is the sole responsibility of Teesnap/Allegiant. Documentation required for validation of this process or confirmation of completion will be available upon request.

## SECTION 4: PAYMENT TERMS

4.1 Pricing your products. All prices for your Golf Course Offerings shall be established by you. Any price changes shall become effective as soon as practicable, but in no event sooner than once loaded into Teesnap's System.

4.2 Customer Sales/Payment Processing. Teesnap will be responsible for processing and collecting all credit and debit card payments from your customers. Your name will be displayed on the customer's statement as the sales agent. Teesnap will also track all cash transactions. The Golf Course shall be responsible for the handling and processing of all cash activity.

4.3 Payments to Golf Course. Teesnap will process all credit and debit activity for each period for each Golf Course and remit all proceeds via the automated



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Initials

Date

clearing house (or ACH) to your account within two business days after it receives the proceeds from the processor. These funds will be gross proceeds for the period or periods in question less: 1) credit card "Processing" fees of 2.75 % + \$ 0.00 per transaction for VISA/MC/DISC/AMEX; 2) Refunds issued by the Golf Course 3) agree upon payment amounts in SECTION A: PAYMENT & PRICING of this agreement.

4.4 Sales Period. A Period will be for 24 hours beginning at 12:00 a.m. and ending at 11:59 p.m. of the same day local time where the Golf Course is located. From Friday through Sunday, Teesnap will combine the three consecutive Periods for payment of proceeds. Legal holidays will be treated similarly to weekends.

4.5 Taxes. You shall be solely responsible for the timely reporting and payment of all federal, state, county or city sales tax, excise tax, ticket or entertainment taxes, or other similar taxes in connection with the purchase and use of your Golf Course Offerings and you agree to indemnify and hold harmless Teesnap from any liability with respect to any such taxes.

4.6 Reports. Teesnap will provide a comprehensive set of reports summarizing the Golf Course's activities for: 1) Each Period; 2) All related tax reporting including state, county and local taxes and 3) any other activity designated by the Golf Course.

4.7 Chargebacks. Teesnap is solely responsible and liable for chargebacks received from cardholders and/or issuing banks processed through the Golf Courses account. It is at Teesnap's discretion whether to accept or dispute a chargeback. The Golf Course shall not be liable for chargebacks or associated fees. Teesnap and the Golf course reserve the right to revisit this clause whereby changes are made to the way credit cards are processed. It is at Teesnap's discretion whether to accept or dispute a chargeback.

## SECTION 5: TERM AND TERMINATION

5.1 Term. This Agreement is effective on the date signed by both parties. This Agreement will remain in effect for a period of one (1) year unless otherwise earlier terminated as set forth below. After the end of initial year of this Agreement, this Agreement shall automatically renew from year to year thereafter until terminated by either party as provided herein.

5.2 Termination by Teesnap. Teesnap may terminate this Agreement with at least thirty (30) days advance written notice for convenience, or immediately for cause.

5.3 Termination By You. You may terminate this Agreement upon thirty (30) day written notice to Teesnap. You may also terminate this Agreement upon written notice to Teesnap if Teesnap commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice describing the breach.

## SECTION 6: INDEMNIFICATION

6.1 By you. At your sole cost and expense, you shall defend, indemnify and hold Teesnap, its affiliated and related entities, and any of their respective officers, directors, agents and employees, harmless from any and all claims for fees, costs, sanctions, penalties, damages, losses or expenses (including but not limited to attorney's fees and costs) (collectively, "Losses") arising out of or relating to the operation of the Golf Course.

6.2 LIMITATION OF TEESNAP'S LIABILITY. TEESNAP'S SOLE AND COMPLETE LIABILITY TO YOU WITH RESPECT TO ITS SERVICES SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO TEESNAP PURSUANT TO THIS AGREEMENT WITHIN THE THREE (3) MONTHS PRIOR TO SUCH CLAIM. IN NO EVENT SHALL TEESNAP BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY CLAIMS RELATING TO THE USE OF YOUR GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO CLAIMS RELATING TO INJURIES, ILLNESS OR DEATH.

Support Team Introductory Call

TBD

TBD

Date (mm/dd/yy)

Time

Printed Name of Course Representative

Printed Name of Teesnap Representative

X

Signature

Date (mm/dd/yyyy)

X

Signature

Date (mm/dd/yyyy)

INITIAL  
M/RE  
RE

INITIAL  
M/RE  
RE

INITIAL  
M/RE  
RE

Ryan Egan

Customer of Santa Fe (Customer) and teesnap (teesnap) ADDENDUM

INDEMNIFICATION

TEESNAP shall indemnify, hold harmless and defend the CUSTOMER from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from TEESNAP's performance under this Agreement as well as the performance of TEESNAP's employees, agents, representatives and subcontractor. In no event shall Contractor be liable for damages arising out of or relating to operation of the golf course unrelated to the use of Contractor's product. Contractor shall not be liable for incidental, consequential or indirect damages

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the CUSTOMER in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The CUSTOMER and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPLICABLE LAW; CHOICE OF LAW; VENUE

TEESNAP shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the CUSTOMER of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the TEESNAP agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CUSTOMER for the performance of this Agreement. If sufficient appropriations and authorization are not made by the CUSTOMER, this Agreement shall terminate upon written notice being given by the CUSTOMER to TEESNAP. The CUSTOMER's decision as to whether sufficient appropriations are available shall be accepted by TEESNAP and shall be final.

## RELEASE

TEESNAP, upon acceptance of final payment of the amount due under this Agreement, releases the CUSTOMER, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. TEESNAP agrees not to purport to bind the CUSTOMER to any obligation not assumed herein by the CUSTOMER unless TEESNAP has express written authority to do so, and then only within the strict limits of that authority.

## INSURANCE

TEESNAP shall maintain cyber liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. TEESNAP shall furnish the CUSTOMER with proof of insurance of TEESNAP's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

## THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the CUSTOMER and the TEESNAP. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

## SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

### **Signature Lines required:**

City of Santa Fe:

Teesnap:

  
\_\_\_\_\_  
Brian K Snyder, City Manager

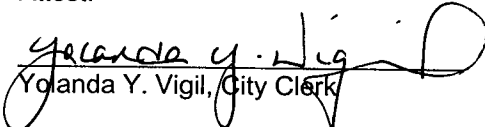
\_\_\_\_\_  
Name & Title

Date:

03/21/2018

Date: \_\_\_\_\_

Attest:

  
\_\_\_\_\_  
Yolanda Y. Vigil, City Clerk



Approved as to form:

MDM 2/21  
Kelley A. Brennan, City Attorney

Approved:

AKJ 3-21-18 *AKJ*  
Adam K. Johnson, Finance Director