

# Town of Bristol, IN

## Citizen Notifications & Alerts

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**Prepared By:**

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**Prepared For:**

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Town Manager

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## Subscriptions & Services

Description	Amount
<b>GONotify</b> Citizen Notifications & Alerts (Notify) - Unlimited Subscription	<b>\$3,600</b> /year
<b>Services: \$0      Annually: \$3,600</b>	

## Order Details

Primary Contact			
<b>Contact Name:</b>		<b>Phone:</b>	
<b>Title:</b>		<b>Email:</b>	

Billing Information			
<b>Contact Name:</b>		<b>Phone:</b>	
<b>PO #:</b> (Optional)		<b>Email:</b>	

Contract Term Information	
<b>Initial Subscription Period:</b>	12 months starting:

## Terms & Conditions

The following terms are the latest version of the GOGov Master Terms & Conditions that is maintained and updated. No part of these terms may be modified other than the “Special Terms & Exceptions” section.

1. **IMPORTANT NOTICE TO USER:** GOGov, Inc. (dba “GOGov”) owns all intellectual property in the software products listed in the Products and Services section (collectively “Software” or “Subscription Services”) in the Order Form. Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. The following terms and conditions (this “Agreement”) will be effective as of the date of last signature of the Order Form (“Effective Date”) and will be governed by the laws in force in the State of New York.
2. **Software License.** The Software subscription services and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by GOGov as long as you are a current subscriber and maintain your annual continued services for the applicable licenses. Except as expressly set forth herein, GOGov disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.
3. **Continued Services**
  - 3.1 *Hosting.* GOGov agrees to maintain Customer data in a secure datacenter and is committed to providing 99.5% uptime and availability. GOGov will perform nightly backups of your hosted data to an alternate physical location.
  - 3.2 *Ownership of Data.* All hosted data specific to Customer is owned by the Customer. Within thirty (30) calendar days following termination of this Agreement, the Customer can request and GOGov will provide a complete copy of Customer’s data without additional charge through a downloadable zip file provided the customer is current on payments.
4. **Payment Terms & Fees**
  - 4.1 *Subscription Term and Termination.* The initial Subscription Term of this Agreement begins on Effective Date (last signature) and will continue to the end of the Initial Subscription Period listed in the Order Form. At the end of the initial Subscription Term, Customer’s subscription and this Agreement will renew for an additional twelve (12) month term and for subsequent twelve (12) month periods thereafter. Quotes for budgeting purposes will be sent 6 months prior to subscription renewal. Invoices are sent approximately 60 days prior to subscription renewal. To cancel this agreement, Customer should submit written notice to GOGov at [Billing@GOGovApps.com](mailto:Billing@GOGovApps.com) not less than sixty (60) calendar days prior to the end of the then-current Term. GOGov reserves the right to increase the annual fees by 7% on the anniversary date of each annual term.
  - 4.2 *Payment Terms.* Initial payment is due at the beginning of the subscription term. Each subsequent annual billing will be due on the anniversary date of the initial term. Payment Terms are **NET 30 Days** from the invoice date.
  - 4.3 *Taxes & Obligations.* In exchange for its use of the Subscribed Services, Customer will pay to GOGov the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (“Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If GOGov has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless GOGov is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. GOGov is solely responsible for taxes assessable against it based on its income, property and employees.
  - 4.4 *Convenience Fees.* For GOGov products that manage credit card processing, GOGov will add a Convenience Fee of \$3.00 plus 3% per transaction to offset the costs of online processing.
5. **Limitation of Liability.** GOGov will, at all times during the Agreement, maintain appropriate insurance coverage. In no event will GOGov’s cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed 50% of the annual contract value at the point in time when the circumstances came about to such claim(s) of liability, even if GOGov or its agents have been advised of the possibility of such damages.

- 6. **Updating of Terms.** Upon each renewal of this Agreement, the latest Master Terms & Conditions that GOGov has published within the software ninety (90) days prior to the renewal date shall replace these terms. Any Special Terms & Exceptions listed in the original document shall carryover to the renewal terms. We reserve the right to change our Master Terms & Conditions at any time. If the changes are material, GOGov will advise the Customer by email or posting a notice on the site before changes go into effect. If the Customer does not agree to the new terms, Customer may contact [Support@GOGovApps.com](mailto:Support@GOGovApps.com) to have objections considered.
- 7. **Other Provisions**
  - 7.1 *Other Public Agency Orders.* Other public agencies may utilize the terms and conditions established by this Agreement if agreeable to all parties. Customer does not accept any responsibility or involvement in the purchase orders or contracts issues by other public agencies.
  - 7.2 *Alternate Terms Disclaimed.* The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 8. **Special Terms & Exceptions.** None.

This Order Form is entered into between Customer and GOGov. Customer accepts and agrees to adhere to the Terms and Conditions with this order form, will be referenced as the "Agreement." This Agreement between Customer and GOGov, which Customer hereby acknowledges and accepts, constitutes the entire agreement between GOGov and Customer governing the Services referenced above. Customer represents that its signatory below has the authority to bind Customer to the terms of this Agreement.

**GOGov, Inc.**

**Town of Bristol, IN**

**Sign:** \_\_\_\_\_  
**Name:** Daryl Blowes  
\_\_\_\_\_  
**Title:** CEO  
\_\_\_\_\_  
**Date:** \_\_\_\_\_

**Sign:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
\_\_\_\_\_  
**Title:** \_\_\_\_\_  
\_\_\_\_\_  
**Date:** \_\_\_\_\_

*Additional Customer Signatures (Optional)*

**Sign:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
\_\_\_\_\_  
**Title:** \_\_\_\_\_  
\_\_\_\_\_  
**Date:** \_\_\_\_\_

**Sign:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
\_\_\_\_\_  
**Title:** \_\_\_\_\_  
\_\_\_\_\_  
**Date:** \_\_\_\_\_

GONotify® is a user friendly solution for creating & sending communications of all varieties to your citizens across multiple channels! Coupled with an agency branded mobile app, GONotify® makes it easy for citizens and government to communicate more efficiently and effectively!

## Communications in the Palm of Citizen's Hands

- **Branded Mobile App** serves as one place to access all notifications and important information directly from your local municipality
- **Subscription Lists** allow for citizens to sign up for the types of notifications that they want to receive
- **Direct Notifications** ensure that content is delivered directly to citizens devices so that no important updates are missed
- **Get more information** and start a dialogue with agency staff by replying to a notification (requires GOGov CRM)

## Keep Citizens Informed

As a staff & management team, keeping citizens informed can be a challenge. GONotify® includes some awesome features to help with this process:

- Send **Alerts & Emergency Notifications** directly to citizens
- Send Targeted Content by using **Subscription Groups** that you can define & select when sending out a message
- Use our **Message Editor** to easily create detailed & stylish communications that include pictures, formatting, links to videos, documents and other content.
- For Create Once, Publish Everywhere with **Multi Channel Publishing** that allows you to push content to the most vital channels including **Mobile, Email, Twitter, Facebook & Website.**
- For **customers who also purchase GOGov CRM**, citizens can communicate to get more information and start a dialogue with agency staff (**requires GOGov CRM**).

## All of your Communication Needs in One Spot

Why limit yourself to emergency communications when you could send anything that you want?

- Road Closure
- Events
- Storm Warnings
- Boil Water Advisory
- Emergency Alerts
- School Closings

## Vital City Information at Citizen's Finger Tips

The branded app includes applets, which are important pieces of information that you can put right at your Citizen's finger tips. Commonly that information includes:

- Important Phone Numbers
- Elected Official's Names & Bios
- Local Places
- Social Media Pages
- Website Content

