



Sep 17, 2020

The City of Dalton, Parks and Recreation Department
298 Nob North Drive
Cohutta, GA

Dear Eric,

Included in this document, you will find the following information:

1. Monthly Software, Hardware, Installation, Setup and Training cost breakdown for you.
2. The monthly service fee agreement, which you will sign and date.
3. The ACH authorization form to complete your billing information.
4. The hardware and web service requirements.

Once we receive your complete signed agreement, we will confirm the receipt of the agreement via email and introduce you to your project manager.

If you have any questions after looking over the information, please contact me.

Sincerely,

Ian Versaw
National Sales Director

e: ian@clubprophet.com

a: Club Prophet
701 Russellton Road
Cheswick, PA 15024

w: www.clubprophet.com



Prepared by: Ian Versaw

Date: Sep 17, 2020

Customer Information	Prepared For
The City of Dalton, Parks and Recreation Department 298 Nob North Drive Cohutta, GA	Eric Hester Head Golf Professional ehester@pga.com

The below monthly fees include software, training, 24/7 technical support and future software updates:

Software Service and Support			
Name	Price	Qty	Total Price
Golf POS, Inventory, Customer Management	\$150.00	1	\$150.00
Golf POS Additional License	\$25.00	2	\$50.00
Tee Sheet & Email Marketing	\$75.00	1	\$75.00
Online Reservations	\$75.00	1	\$75.00
CPS Air	\$50.00	1	\$50.00
CPS Air additional license	\$25.00	1	\$25.00
Admin License	\$20.00	2	\$40.00
1-2-1 Website & Email Marketing (Email DB up to 15k)	\$199.00	1	\$199.00
Total:			\$664.00

Training, Installation and Setup			
Name	Price	Qty	Total Price
Data Conversion	\$0.00	1	\$0.00
Support & Software Updates	\$0.00	1	\$0.00
On Site Training (8/hr day)	\$0.00	2	\$0.00
Estimated Travel Expenses	\$1,200.00	1	\$1,200.00
Total:			\$1,200.00

Hardware			
Name	Price	Qty	Total Price
Dell 3070 Micro (I5-9400, 16GB RAM, 256SSD)	\$800.00	3	\$2,400.00
ELO 19" Touchscreen Monitor	\$640.00	3	\$1,920.00
Epson TM-T88VI Thermal Receipt Printer	\$325.00	3	\$975.00
Zebra/Symbol Barcode Scanner	\$160.00	2	\$320.00
PAX S300 EMV Terminal	\$0.00	3	\$0.00
MMF Cash Drawer	\$120.00	3	\$360.00
CPS Air Infinea Tab M Swipe	\$220.00	2	\$440.00
CPS Air Infinea Tab M Case	\$110.00	2	\$220.00
Total:			\$6,635.00

By signing and accepting below you are acknowledging that you have read and agree to the specific terms outlined in this document and wish to proceed. Please note the above pricing does not include any shipping fees, travel expenses or taxes. Where applicable, those items will be billed at cost.

If you would rather print and sign this document, please fax to 724-274-0387 or email to sales@clubprophetsystems.

Authorized Signature for The City of Dalton, Parks and Recreation Department	Today's Date



MONTHLY SERVICE FEE AGREEMENT

I, Eric Hester, acting on behalf of The City of Dalton, Parks and Recreation Department, herein referred to as Customer, hereby accept this proposal provided to me by Club Prophet, Inc., and herein referred to as Company.

The following sections are in place to outline the key items that will help, both Customer and Company, ensure a smooth implementation.

TERMS OF SALE

1. In order for Company to reserve installation and training dates, the undersigned agrees to execute and return this Acceptance of Proposal along with payment/deposit for the hardware and first month service agreement in the amount of \$8,499.
2. **Monthly payments of \$664 will then be due starting the second month of Customer's usage and will be auto-drafted from Customer's checking account.
3. The monthly payments will remain constant for two years as long as Customer continues to use Company's POS software solution.
 - a. Any additional software modules will have an additional monthly service fee.
 - b. Software customizations will be considered on a case by case basis and will be an additional fee.
 - c. **After two years, Company reserves the right to raise the monthly software fee. That increase will be limited to 2% each year.
 - d. Following the initial term of one year, any additional term shall require the City of Dalton to authorize said funding for each successive year.
4. Monthly Service Fee includes:
 - a. The right to install and use the number of SAAS licenses for the Company Modules licensed.
 - b. Unlimited technical support on business days from 8:00am to 7:00pm eastern time.
 - c. Emergency support when the support office is closed with typical response within 15 minutes.
 - d. Customer retains ownership of the data collected with Company's products.
5. ~~Initial:~~ Either party may terminate this agreement with 30 days written notice without cause.

CUSTOMER RESPONSIBILITIES

1. Customer agrees to assign a Project Manager responsible for the coordination of the installation, compiling of data, and training under this agreement.
2. Customer has reviewed Company's Hardware Minimum Requirements (Exhibit B) and acknowledges that all PCs and peripheral hardware meet Company's Hardware Minimum Requirements.
3. Customer acknowledges that Club Prophet offers specific PCI Organization - PA-DSS Validated credit card integrations. A PA-DSS Validated payment application is a core requirement for a Customer to establish a PCI-Compliant environment for processing credit cards. Options vary by country and these validations may dictate hardware requirements and compatible processing platforms. Additional integration fees may apply. Company has elected to use _____ for their credit card integration. **Limitation of Liability with Credit Card Interface:** The merchant/customer is responsible for reconciling all credit card transactions with CPS reporting and merchant's bank deposits. CPS will not be responsible or liable for any discrepancies that were not reported to CPS within 10 business days of the transaction or any discrepancies that were caused by the lack of merchant reconciliation between CPS, the Terminal, and the merchant's bank deposit.
4. Customer will be responsible for hiring a qualified network company to install, set up, and cable the necessary networking components of computers. This work is to include cabling, network configuration, hubs/switches, computer installation, monitor and printer set up, and all other standard "off the shelf" peripherals. Company will not support our software on generic, home-built PCs or on networks that do not meet the specifications listed in Exhibit B.



MONTHLY SERVICE FEE AGREEMENT

If Customer is not purchasing computers from Company, Customer must purchase only industry-standard, brand-name PCs that meet the specifications listed in Exhibit B. Under no circumstances will Company be responsible for any network problems or reimburse Customer for any fees incurred by or from outside software/hardware vendors, or Internet Service Providers.

All hardware warranty issues that arise from the purchase of any hardware from Company will fall under the manufacturer's original warranty.

Initial

TRAINING

1. Initial training includes specified days (8/hr day) of onsite training per the Training, Installation and Setup section in the quote above.
Note: Any training over the allotted hours stated in the agreement may result in a \$50/per hour fee.
2. Additional on-site and/or remote training can be scheduled through Company's sales office and is available at a daily rate of \$800 plus expenses for on-site training or \$100 per hour for remote training.
3. All pass-through expenses for travel, shipping, tax, etc., (See Exhibit A) that are associated with the cost of training and installation, will be billed upon the completion of said training and installation and will be due within ten (10) days of the invoice date.
4. Standard Training is included. However Premium Training / Travel Applies as follows:
 - a. IF the training dates require the trainer to **Travel** on a weekend or holiday, (i.e., must travel Sunday to start training Monday morning) then there is \$125.00/day charge for weekend travel.
 - b. IF **Training** is required on a weekend or holiday (i.e., Saturday training), there is a \$250.00/day charge for weekend training.

Initial

CONFIDENTIAL INFORMATION

The Customer acknowledges that Company may use products, materials, or methodologies proprietary to Company. The Customer agrees that Company's provision of services under this Agreement shall not be grounds for the Customer to have or obtain any rights in such proprietary products, materials, or methodologies unless the parties have executed a separate written agreement with respect thereto.

Company, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the Customer ("Customer Information") as confidential and shall not disclose any such information to a third party without the prior written approval of the Customer or as may be required by the Georgia Open Records Act..



MONTHLY SERVICE FEE AGREEMENT

WARRANTIES AND REMEDIES

COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE IS AND REMAINS WITH CUSTOMER. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHERS WHICH VARY FROM STATE TO STATE.

Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

ACCEPTANCE OF PROPOSAL

By initialing above and signing below, I imply my understanding and acceptance of each point set forth by Company.

Customer Signature

Date:

Print name

Club Prophet

Pass Through Expenses

(Exhibit A)

With each installation, Club Prophet incurs certain pass-through expenses. All pass-through expenses are billed to the customer at cost.

Pass through expenses include but are not limited to:

- AIRFARE
 - Coach Class
 - Reasonable Travel Time-of-Day
 - Twenty-One (21) Day Advance Purchase Rates When Available
 - Airport Parking or Taxi/Uber fees.

- GROUND TRANSPORTATION
 - Mid-Size Automobile Rates
 - Parking and Tolls
 - Gasoline
 - Cab Fares (If Applicable)

- HOTEL LODGING
 - Reasonable Full Service Hotels (or comparable housing provided by club)

- FOOD / TELEPHONE / MISCELLANEOUS

- ALL SHIPPING EXPENSES
 - Equipment/Hardware
 - Software
 - Overnight Shipping

- TRAINER COMPENSATION
 - Premium Training/Travel Rates**

** Regular Training is included. However Premium Training / Travel Applies as follows:

- IF the training dates require the trainer to Travel on a weekend or holiday, (i.e., must travel Sunday to start training Monday morning) then there is \$125.00/day charge for weekend travel.
- IF Training is required on a weekend or holiday (i.e., Saturday training), there is a \$250.00/day charge for weekend training.



Club Prophet Hardware Requirements – 2/1/2020

Club Prophet is not responsible for system performance if the required specifications are not met.

Data Server that has 6 or more POS Stations connected:

Minimum Specification	Recommended Specification
Intel Xeon Silvermont/Haswell 2012 Quad Core (or greater) Microsoft Windows Server 2012 64-bit (or greater) 8 GB of Installed Memory (or greater) 40 GB Available Hard Drive Space (or greater) MSSQL 2012 R2 Full Edition (Standard, Workgroup or Enterprise) (or greater) Offsite data backup recommended Antivirus software Offsite Data server requires 5MB upload and 5MB download speeds	Intel Xeon Goldmont/Kaby+ Quad Core (or greater) Microsoft Windows Server 2019 64-bit (or greater) 16 GB of Installed Memory (or greater) 3- 1TB Drives in RAID 5 Configuration and Separate OS and Data partitions MSSQL 2016 Full Edition (Standard, Workgroup or Enterprise) (or greater) Mirrored Raid Configuration or offsite backup Antivirus software

POS Stations and Web Server:

Minimum Specification	Recommended Specification
Intel Core i5 Silvermont/Haswell Dual Core (or greater) Microsoft Windows 10 Pro 64-bit (or greater) + Windows Updates 8 GB of Installed Memory (or greater) 40 GB Available Hard Drive Space (or greater) Wired Network Connectivity Antivirus software	Intel Core i7 Goldmont/Kaby+ Dual Core (or greater) Microsoft Windows 10 Pro 64-bit (or greater) + Windows Updates 8+ GB of Installed Memory (or greater) 256 SSD Wired Network Connectivity Antivirus software

Peripheral Hardware:

- Thermal Receipt Printers supported - (USB Only): Citizen CTS2000 Epson TM-T88IV or newer
- Impact Printers supported (for remote kitchen printing): Epson TM-U200 series (Ethernet only)
- Cash Drawers Supported: APG-320 Cash Drawer, MMF Cash Drawer
- Epson Intelligent Printers: TM-U220-i, TM-T88VI-i -and TM-T88VI (Needed for CPSAIR)
- Bar Code Scanners Supported: Symbol, PSC, Metrologic
- Bar Code Printer Supported: Zebra ZD410
- Windows Bluetooth Printer: Citizen CMP-30LBTU
- Touch Screen Monitors supported: minimum LCD size 15"
- Pole Displays: Logic Controls PD3000 (USB)
- Credit Card Devices: Ingenico iSC250, Ingenico iPP320, S300, PX 5, USB non encrypted Magtek keyboard emulation
- Card printer: Zebra ZXP Series 3 or Fargo DTC410
- CPSair/CPSgo: iPad running iOS 10 or newer with Infinea Tab M Sled (cell data usage < 500MB a month)
- CPSiv: Apple TV 4th gen or newer
- iOS Bluetooth Printer: Epson TM-P20
- iCPS Stock App: iPod Touch 5th Gen on iOS 9 or newer with Linea Pro 5 Sled with 2D scanner

Internet speeds for Cloud Servers requires > 5 Mbps Upload and Download

"1-2-1 Marketing" License Agreement

This License Agreement (the "Agreement") is entered into on November 1, 2020, between RW2 Marketing & Design, Inc., a Texas corporation DBA 1-2-1 Marketing (from now on referred to as "1-2-1") located at 101 S New York Ave #201, Winter Park, Florida 32789, and the City of Dalton, Parks and Recreation Department on behalf of Nob North Golf Course (referred to as "Licensee").

WHEREAS, 1-2-1 is the licensor and owner of an Internet based server (referred to as the "Technology"), established for the use of Website Design & Hosting. 1-2-1 will allow Licensee use of the Technology for design, hosting and management of Licensee's Website, <http://www.nobnorth.com/>

WHEREAS, the use of the Technology includes an Internet based mail server, established for the use of handling electronic mail messages via the Internet. 1-2-1 will allow Licensee use of the Technology for secure email transmissions through the use of Email Clients & Email Marketing Software. Licensee's operation of their own E-Marketing program will be administered by the Licensee and is subject to the restrictions put forth by the U.S. CAN SPAM Act of 2003 and the restrictions set forth in this Agreement. Licensee will maintain its own customer database and transmit such messages with appropriate anti-spam content and "opt out" provisions.

1-2-1 wishes to license Technology to the Licensee and Licensee wishes to use the Technology, both on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals above and any schedules or exhibits attached hereto are made a part of this Agreement.

2. **Grant of License.** In consideration of Licensee's payment of sums due hereunder, and subject to Licensee's compliance with the terms and conditions in this Agreement, 1-2-1 grants to Licensee a non-exclusive, non-transferable, revocable, limited license of the use, in object code form, each of the Technologies described in Section 6 herein and as may be set forth in any Exhibit hereto. The Technology is owned, operated, and maintained by 1-2-1, and its use is being licensed to, not sold to Licensee. Nothing in this Agreement shall be deemed to grant Licensee any rights not expressly granted herein. 1-2-1 may collect and use for any business purpose it designates anonymized data generated by the Technologies described herein.

3. **Copyright.** The Technology provided by 1-2-1 is protected by United States copyright laws and International treaty provisions. Therefore, Licensee may not copy the Technology provided herein, or allow use by anyone other than Licensee for reasons described above.

4. **Transfer and Use Restrictions.** Licensee may use the Technology for purposes of Hosting & Maintaining Licensee's Website and Email, and Email Marketing of their own customers, contacts, and vendors within their business. Licensee may not sell, license, lend, distribute in any way, or otherwise assign or transfer the Technology to any third party. Neither Licensee nor any consultant retained by Licensee may reverse engineer, decompile, disassemble, customize, or attempt to determine the source code, create any derivative works of any portion of the Technology.

5. **Term & Termination.** This Initial License Agreement will run for 12 months and shall be automatically renewed for successive 30-day terms. Either party may terminate this License Agreement at any time should the other fail to comply with the terms of Agreement. Upon termination, Licensee must discontinue use of the Technology. Licensee may terminate this License Agreement at any time with no penalty except forfeiture of initial deposit, which forfeiture will not apply if termination is due to 1-2-1's non-compliance with this Agreement.

6. **Services, Fees & Payment.** The services to be provided by 1-2-1, as well as the fees and payment terms for such are set forth on Schedule 1, attached hereto, and further referred to as the "**Service Schedule.**"

7. **No Warranty.** The Technology is provided on an "as available," "as-is" basis. To the maximum extent permitted by law, 1-2-1 disclaims all warranties with respect to the Technology, including, but not limited to, the implied warranties of non-infringement, title, merchantability, quiet enjoyment, quality of information, and fitness for a particular purpose. 1-2-1 does not warrant that the Technology will meet Licensee's requirements, or that the operation of the Technology will be uninterrupted or error-free, or that any defects will be corrected. No oral or written information or advice given by 1-2-1 shall create any additional warranties or in any way increase the scope of 1-2-1's obligations hereunder. Should the Licensee feel the Technology is not performing to the standards it expects, Licensee may discontinue the use of, and payments for the Technology at any time, with proration of unearned fees, if any. Although 1-2-1 endeavors to create Technology that is accessible to all users, 1-2-1 makes no warranty that the Technology is compliant with the American with Disabilities Act or the W3C Level One Guidelines ("ADA"), and Licensee should engage a separate third party to confirm ADA compliance.

8. **Licensee Remedies.** 1-2-1's entire liability and Licensee's exclusive remedy shall be, at 1-2-1's option. Either (I) repair or replacement of the Technology Licensee has identified as not performing to its expectations, or (II) refund of a prorated portion of the license fee provided that any portion of the Fee has been paid up front to 1-2-1 and is as yet unearned. If failure of the Technology resulted from accident, abuse or misapplication by Licensee, 1-2-1 shall have no obligation to remediate any failures or to refund any fees paid by Licensee.

9. **Website Content.** Licensee is at any time NOT allowed to publish "Inappropriate content". Any such violation is subject for immediate termination of this contract by 1-2-1. "Inappropriate Content" is defined as "any content that is pornographic, offensive, or graphic in nature".

10. **Spam Content.** Licensee is at any time NOT allowed to communicate or transmit Spam Emails. Any such violation is subject for immediate termination of this contract by 1-2-1. Licensee must follow guidelines of U.S. CAN SPAM Act of 2003, as amended.

11. **Bandwidth Usage.** Licensee is granted unlimited monthly bandwidth for purpose of email communication with licensee's customers, contacts, and vendors, and any other normal email communications, provided licensee adheres to and abides by Website Content & Spam Content guidelines.

12. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** To the maximum extent authorized by Georgia law, in no event shall 1-2-1 be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use the Technology, even if 1-2-1 has been advised of the possibility of such damages. The entire liability of 1-2-1 under this Agreement for all damages of every kind and type (whether such damages arise in contract, tort (including negligence), or otherwise) shall be limited to the fees paid by Licensee for the Technology.

13. **Support Services.** 1-2-1 shall provide Licensee telephone or email access to 1-2-1 staff personnel 7 days per week from 7am-7pm Eastern Time, to answer routine questions with respect to the Technology or to assist with service problems or interruptions. In addition, 1-2-1 will provide a support website with written and video procedures to help educate and keep up-to-date information regarding the Technology.

14. **Vendor.** shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor during the term of this Agreement.

15. **Privacy Policy.** 1-2-1 shall at no time use, share, or disclose any "Information" belonging to Licensee. "Information" is defined as all Customer, Vendor and Contact database information, including images, logos, and content and text, which is exclusively owned and maintained by Licensee, or as may be required by the Georgia Open Records Act.

16. **Entire Agreement.** This License Agreement shall constitute the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, written or oral, relating thereto.

17. **Notices.** All notices referred to herein shall be sufficient if delivered by: (i) personal delivery; (ii) email or fax with confirmation; or (iii) certified mail, return receipt requested to the respective parties at the addresses set forth above their signatures to this Agreement, or such other addresses as they shall from time to time furnish to each other by written notice.

18. **Governing Law.** This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto."

19. **Assignment.** 1-2-1 may assign this agreement without Licensee's consent to a third-party purchaser of substantially all of its assets or of its business.

IN WITNESS WHEREOF, each of the parties has caused this License Agreement to be executed as of the date first written above.

RW2 Marketing & Design, Inc., DBA 1-2-1 Marketing
151 N Maitland Ave #348193
Maitland, FL 32751

By: _____
Ryan Wood
President

By: _____
David Pennington
Mayor
City of Dalton

Schedule 1

Service & Fee Schedule

Services. 1-2-1 shall provide the Following Services & Support to Licensee:

Website, Email Marketing, Online Store, Event Registration, eBlog, Club Prophet Integration, Gallus Integration, CampaignPilot, Social Media Integration, eBlog, and Event Calendar.

Additional website features can be added or removed by 1-2-1 and Licensee at costs stated on 1-2-1's website.

Fees.

(a) The License "Fee" due to 1-2-1 under the first term of this Agreement shall be the rate of **\$199.00/month**.

All fees are in US Dollars (USD). Fee begins as of **November 1, 2020**. Licensee must communicate any developmental start delays to 1-2-1 via telephone or email. Service will include up to 10 hours of work on the initial website design and development, after which an hourly rate of \$75 will apply.

(b) Initial Payment. 1-2-1 will design Licensee's website for initial, upfront fee of **\$0**. Licensee will be required to pay the first three (3) monthly fees in advance (\$597.00) and return signed Agreement to begin website design project.

Payment / Billing Options.

Licensee may choose one of the following 3 options for the schedule and method of payment as follows:

Payment Schedule (please initial next to preferred method):

Monthly **Quarterly** (Invoiced via email on 1/1, 4/1, 7/1 & 10/1) **Annual** (Invoiced via email on 7/1)

Payment Method (please initial next to preferred method):

Credit Card (Visa, Mastercard, Amex, & Discover) **ACH** **Check**

Licensee is responsible to keep Credit Card and Billing Information current. This includes a valid Email Address for PDF Invoice / Statement delivery via email. All fees will be prorated to the next billing cycle if needed, and Invoices must be paid by Licensee within 30 days unless otherwise agreed upon terms.

The license "Fee" due to 1-2-1 each successive term under this Agreement shall be as determined by 1-2-1. Fee must be communicated to Licensee by 1-2-1 on or before ninety (90) days prior to the expiration of the current license term. 1-2-1 will elect to raise Licensee's Fee only if 1-2-1's costs for the Technology rise, the Technology is improved, or Licensee adds additional services.

CLUB PROPHET
ACH AUTHORIZATION AGREEMENT – US

CUSTOMER NAME :

The City of Dalton, Parks and Recreation Department

TELEPHONE # :

BANK NAME :

BANK ADDRESS :

BANK ROUTING # :

BANK ACCOUNT # :

I/We authorize **Pro-Shopkeeper Computer Software Company DBA Club Prophet Systems** to begin deductions for monthly regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my Club Prophet Systems account. Regular monthly payments for the full amount of services will be debited to my account on the 10th day of each month. Club Prophet Systems will provide 7 days' notice for the amount of each debit. This authority remains in effect until Club Prophet Systems has received written notification from me of change or termination.

ONE-TIME DEPOSIT \$

8,499

MONTHLY SERVICE FEE \$

664

SIGNATURE OF ACCOUNT HOLDER :

PRINT NAME :

DATE :

EMAIL (for monthly billing statements) :

PLEASE RETURN FORM TO:

Club Prophet Systems

kate@clubprophetsystems.com

Fax: 724.274.0387

Questions: 1.800.793.1872 x7006



Feature Rich. Easy to Use.

Club Prophet Systems is the world leader in golf management software. With over 1,700 facilities in 16 countries and in nine languages, Golf Point of Sale (POS) integrates all of your transactions in real time, including sales, inventory, customer management, reporting, security, and more. POS is designed specifically for the golf business to meet the needs of the smallest "mom & pop" shop to national golf management accounts, from elite resorts to PGA tour stops.

Sales

Customize an unlimited number of "Quick Sale" keys for each point-of-sale terminal. Items can be sold using a touch screen, scanning a bar code, or typing in the product code or description. Each sale can be tied to an account for customer billing and sales history tracking, as well as to support sales analytics and target marketing. Inventory updates in real time. Open and save tabs. Generate rain checks that are pro-rated by the number of holes played and assigned a monetary value. Rain checks are uniquely bar-coded to prevent duplication and the balance is simply deducted at redemption from the current green fee, which means that your customer is not restricted to redeem a rain check for the same green fee originally purchased.

CPS Air

CPS Air is a new 100% mobile IOS application that can extend POS anywhere a WIFI or cellular connection is available. CPS Air is perfect for beverage carts, sales tents, overflow, special events, or even off-site retail shows.

Credit Cards and Gift Cards

Club Prophet Systems is PA-DSS validated with the PCI organization. Integrated payment transactions are fast, using EMV, NFC (ApplePay and Google), card-on-file, tokenization and more. CPS supports several processing platforms and has an in-house credit card expert to help you evaluate the best options for merchant services. CPS Gift Cards are in internal solution so there are no per transaction fees for gift card transactions. CPS can supply the physical card as well with your brand on the card.

Inventory Control

The integrated inventory module supports unlimited suppliers and products. Its features include tier and seasonal pricing, purchase orders, real-time updates of inventory, and a physical inventory wizard. Bar code scanning and price tag printing allows you to set your own product code or use the products UPC code.

Customer Management

The customer management module handles membership dues, season pass holders, loyalty programs, credit books, prepaid programs, smart card tracking, dependents, recurring charges, customer photos, and many more features. Customer data can inform your business decisions and strategies with the access you'll gain to customer purchases and activities. You benefit from having a complete professional billing system, as well as an intelligent marketing tool to grow your business.

- **Cash Management**
- **Photo ID-Cards**
- **Loyalty Programs**
- **Inventory Management**
- **Report via E-mail Service**
- **Customer Billing Integration**
- **Tee Sheet Integration**

Feature Rich. Easy to Use.

What if your golf business software could identify, in advance, exactly when you needed to drive play at your golf course, and then quickly contact the golfers to fill your online tee sheet?

Club Prophet Systems Starter Hut Tee Sheet is the most powerful and easy-to-use tee sheet scheduling software ever developed. If you're tired of the torturous way tee sheet reservations operate and want a business software solution that has been designed especially for the world of golf shop operations, you're about to learn how to end all that suffering... for good!

Starter Hut Tee Sheet is pro-shop software that has been designed from the ground up to give staff online tee times at a glance. It works for single or multiple courses and at sites with local or cloud-based solutions.

With Starter Hut Tee Sheet, it is easy for golf courses to manage tee sheet bookings and events, as well as to move players and groups on the tee sheet or between multiple tee sheets for multiple courses. Set various rates, special, bid-up, and reverse auctions. You can also manage golf carts, caddies, and rental clubs. Want to know what more it can do for your facility?

10 of the Many Benefits of the StarterHut Tee-Sheet

- **Group Reservations & Event Management**
- **Squeeze, Move & Place Instantly**
- **Bid-Up & Reverse Auctions**
- **Full POS Integration**
- **Tee Sheet Reporting**
- **Referral Tracking**
- **Forecasting and Analysis**
- **Marketing Tools**
- **Utilization Reports**
- **Paid, Cancelled & No-Show Tracking**

Big or small, full service or quick service, white tablecloth or snack shop, burgers or vegan smoothies, CPS Food and Beverage module is the perfect addition to any business that offers food service. This is not just another golf POS installed in your F&B facility. This is a complete system designed specifically for F&B.

For fine dining we provide seating / table layout, assigned tables to wait staff, firing tickets to remote printers for the kitchen and bar and table side ordering and payment. For casual dining and snack-bar you can skip the seating chart and go right to the transaction screen for quick service sales. We even have kiosk options for customers to order their own food.

The Integrated time clock combined with built-in security allows you to track your employees with ease. Finally, advanced reporting and easy exporting to your accounting program make end-of-day statements a breeze.

CPS F&B software is a module that integrates smoothly with the CPS suite of golf course management software to facilitate real-time posting of transactions to customer loyalty programs and billing.

10 of the Many Benefits of POS Express F&B

- **User Defined Menu & Modifiers**
- **Reorder, Move Tables & Items**
- **Table Side Order Entry**
- **Quick and Easy Order Entry**
- **Floor Layout or Transaction View**
- **End of Shift Checkouts**
- **Integrated Time Clock**
- **Remote Printing**
- **Advanced Reporting**
- **Split Checks**

Feature Rich. Easy to Use.

Whether your facility is completely public, fully private, or somewhere in between – the best customer is an existing customer. Club Prophet Systems gives you the tools to treat each customer as a VIP.

The Customer Management module can track each POS transaction to a specific customer. This is an important concept for identifying and tracking your core customers, as well as those customers who you have recently acquired or who have defected. Your golf business will truly understand your customers with access to valuable data and the ability to detect trends and opportunities.

The Customer Management module features a complete history of every sales transaction for the customer. For private clubs a complete system to manage membership dues, assessments, and F&B minimums. For all facility types features include season pass holders, loyalty programs, credit books, prepaid programs, smart card tracking, gift cards, customer id cards, dependents and many more features that give you the ability to track all customer purchases and activity; allowing you to provide a complete professional billing system as well as an intelligent marketing tool to grow your business.

The CPS Customer Management module will help your golf business to thrive. Contact CPS today for a no-obligation consultation.

10 of the Many Benefits of the CPS Customer Management

- Customer Profile with Photo
- Complete Sales History with Lookup
- Loyalty Points Program
- Credit Book, Pre-Paid and Smart Card Programs
- Customer Billing/Statements
- Online Customer Statements & Payments
- Recurring Charges
- Dependent and Sub-Accounts
- Credit Card On-File
- Member ID Card & Entry Systems

10 of the Many Benefits of CPS Mobile Applications

- **Increase Speed of Service**
- **More personal Interaction with Customers**
- **Fully Integrated in real-time to the CPS Database**
- **More touch-points to gather emails**
- **Ability to accept credit cards anywhere**
- **Full reporting and tracking**
- **Pace of Play tracking**
- **Wifi and Cell Network options**
- **Stands with Integrated card swipe and bar code scanner**
- **Starter has real time access to the tee sheet**

Harness Your Data

The Club Prophet Systems suite of applications is rich in marketing features and tools that help you analyze your business and drive new business to your golf course. E-mail broadcasting and detailed analysis of your facility allow you to target customers and maximize your profit.

Customer data sets, including email address and cell phone number for SMS, drive the marketing machine. Club Prophet provides multiple touch points to help you gather this information.

Online Tee Time, Lesson Reservations, and Online Web-Stores collect the customer data and automatically populate your club's database. You also have the option of getting it during check-in from the golfer. No time for that? How about a starter application on the first tee, where the starter can verify that everyone has paid by having real-time access to the tee sheet. While doing so, gather the foursome for a photo on the first tee. Gather their email addresses to send them the photo!

Another option, our Data Collect Kiosk can be strategically placed in one or more locations at your facility, as well as on your website. This kiosk presents an offer, and then the CPS system validates the customer's email to provide a certificate for the offer to qualified customers. Again you capture the customer's email address automatically.

10 of the Many Benefits of Email Marketing

- **Email Broadcasts**
- **Promotional Emails**
- **Birthday Specials**
- **Targeted Marketing**
- **Email = No Postage**
- **Automatically Collect Email Addresses via the Web**
- **Store and Track Online Reservations**
- **Forecasting to Let You Know When You Need to Drive Play.**
- **Easily Track Success & Return on Investment**
- **Encourage Customer Loyalty**



Web Interface Services Requirements

If you are using an external web service application, Web Store, Online Reservations, Remote License or any service that requires Web Services, the following requirements need to be met prior to our installation/setup.

****You will need an IT Professional to set up these requirements.****

1. A public and static IP address. Your internet service provider can tell you if you have a static or dynamic IP address. If it's dynamic, you will need to ask your internet service provider to set you up with a static IP address.
2. Port 80 (or other port) needs to be open and forwarded to your web server. Depending on the brand of router that you have, it may be called NAT Translation. Please provide a screen shot of www.canyouseeme.org website showing the successful open port connection test on the web server. This screen shot will show the public static IP address and show the opened port you are using.
3. For PCI Compliance, you need to have a web server that is separate from your data server. You will need to use a different computer than your server to control traffic from the web. This machine can be one of your client machines that you are already using with our software.
4. Send this information along with your IT Professional's contact information to Lee Hanyo, Project Manager: lee@clubprophetsystems.com
5. If you have any questions regarding the information listed above, please contact Lee Hanyo, Project Manager at 800.793.1872 (Option 1) or email lee@clubprophetsystems.com

FINANCE DEPARTMENT
P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE: (706) 278-6006
FAX: (706) 277-4640



FOR CITY USE ONLY

<input type="checkbox"/> Initial Application	<input type="checkbox"/> Revision	
Vendor ID		
Month	Day	Year
Initial Below when complete Packet Completion verified _____		

VENDOR APPLICATION

Contract Number _____	
Project Name _____	
Company/Individual Name: <u>ProShopkeeper Computer Software Company</u>	
Doing Business As: <u>Club Prophet Systems</u>	
Physical Address: <u>701 Russelton Road</u>	
City: <u>Cheswick</u>	State: <u>PA</u> Zip Code: <u>15024</u>
Remittance Address for payments: <u>701 Russelton Road</u>	
City: <u>Cheswick</u>	State: <u>PA</u> Zip Code: <u>15024</u>
Principal line of business, please briefly describe any services or products provided: _____ <u>Point of Sale software for Parks and Rec - Golf course</u>	
Phone Number: <u>1.800.793.1872 x7006</u>	Fax Number: <u>724-274-0387</u>
E-Mail Address: <u>kate@clubprophet.com</u>	
Vendor Contact/Representative: <u>Kate Coccaro</u>	
Organized as: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation	Date: _____ State: <u>PA</u>
Federal Tax ID Number (if company): <u>2 3 2 9 1 3 8 9 5</u>	
Social Security Number (if individual): _____ - _____ - _____	
DUNS Number: _____	
Special Status: <input type="checkbox"/> DBE-Disadvantaged Business Enterprises (Please submit copy of certificate) <input type="checkbox"/> MBE-Minority Owned (Please submit copy of certificate) <input type="checkbox"/> WBE-Women Business Enterprises (Please submit copy of certificate)	

FOR CITY USE ONLY

Vendor #: _____
Setup Date: _____
Initials: _____

City of Dalton ACH Payment Approval Form

Dear City of Dalton Vendor or Contractor:

The City of Dalton has a program that allows vendors the option of receiving payments for goods and/or services by electronic funds transfers (EFT) through the Automated Clearing House Network (ACH) in the NACHA CCD Format. If the City of Dalton sets you up for EFT processing, payments will be deposited directly to your account, as opposed to mailing you a check. If you give us your e-mail address, a payment notice will be sent out each time an ACH transfer is executed. We anticipate that this alternate method payment will introduce collection/payment efficiencies for both your institution and ours.

This form is a request for you to authorize us to pay by EFT. By completing this form and providing an authorized signature, you (1) authorize the City of Dalton to make payments for goods and/or services by EFT, (2) certify that your company has selected the designated depository financial institution, and (3) direct that all such electronic funds transfers be made as provided below. If you have questions about this form, please contact the Finance Department at 706-278-6006.

Depository Institution Name: PNC Bank			
Depository Institution Address: PO BOX 609 Pittsburgh Pa 15230			
Routing Number: 043000096	Account Number: 1004954869	Checking <input checked="" type="checkbox"/>	Savings <input type="checkbox"/>
E-mail address for Payment Notification: kate@clubprophet.com			

The below named company acknowledges and agrees that the terms and conditions of all agreements with the City of Dalton concerning the method of payment for goods and/or services shall be amended to allow for ACH payments as described above.

The below named company will give thirty (30) days written notice to the City of Dalton of any changes in depository financial institution or other payment instructions. When properly executed, this Authorization will become effective fifteen (15) days after its receipt by the City of Dalton.

Company Name: Club Prophet Systems	Contact Person Name: Kate Coccaro
Contact Person Phone Number: 1.800.793.1872 x7006	Contact Person E-mail Address: kate@clubprophet.com

X _____
Authorized Signature and Title

Date



Please return completed form to Attn: Accounts Payable at the address below or by fax to (706) 277-4640.

City of Dalton
Attn: Accounts Payable
P.O. Box 1205
Dalton, GA 30722-1205

Retain for Your Records



STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER OR DEALER

To: _____ (SUPPLIER) _____ (DATE)

(SUPPLIER'S ADDRESS) (CITY) (STATE) (ZIP CODE)

THE UNDERSIGNED DOES HEREBY CERTIFY that all tangible personal property purchased or leased after this date will be for the purpose indicated below and that this certificate shall remain in effect until revoked in writing. Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than that indicated on this certificate. (Check appropriate box.)

1. Purchases or leases of tangible personal property or services for resale. O.C.G.A. § 48-8-30
2. Purchases or leases of tangible personal property or services made by the Federal Government, The American Red Cross, Georgia State Government, any county, municipality, qualifying authority, or public school system of this state. When paid for by warrant on appropriated Government funds. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(8)(8.1)(8.2)
3. Purchases or leases of tangible personal property or services for **RESALE ONLY** by a church, qualifying nonprofit child caring institution, nonprofit parent teacher organization or association, nonprofit private school (grades K-12), nonprofit entity raising funds for a public library, member council of the Boy Scouts of the U.S.A. or Girl Scouts of the U.S.A. **THIS EXEMPTION DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY OR DONATED BY THE PURCHASING ENTITY.** A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-3(15)(39)(41)(58)(59)(71)
4. Materials used for packaging tangible personal property for shipment or sale. Such materials must be used solely for packaging and must not be purchased for reuse by the shipper or seller. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94)
5. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state sold by the manufacturer or assembler for use exclusively outside of this state when possession is taken by the purchaser within this state for the sole purpose of removing the property from this state under its own power due to the fact that the equipment does not lend itself more reasonably to removal by other means. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32)
6. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components and replacement/repair parts of each, which will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers in interstate or foreign commerce under authority granted by the United States government. Private and contract carriers are not exempt. O.C.G.A. § 48-8-3(33)(A)
7. Purchases or leases of tangible personal property or services made by a federally chartered credit union, credit unions organized under the laws of this state, and credit unions organized under the laws of the United States and domiciled within this state. A Georgia Sales and Use tax number is not required for this exemption. 12 U.S.C.S. 1768; O.C.G.A. § 48-8-97

(Describe Purchaser's Business Activity)

Under penalties of perjury I declare that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

Business Name: CITY OF DALTON Sales Tax Number: _____

Business Address: 300 WEST WAUGH STREET City: DALTON State: GA Zip Code: 30722

Purchaser's Name: C. Mark Burford Signature: C. Mark Burford Title: Accounting Specialist

A dealer must secure one properly completed certificate of exemption from each buyer making purchases without payment of the tax. The dealer must maintain a copy of the certificate of exemption presented for audit purposes.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ProShopkeeper Computer Software Company

2 Business name/disregarded entity name, if different from above
DBA Club Prophet Systems

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
701 Russellton Road

6 City, state, and ZIP code
Cheswick, PA 15024

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Notes: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-			-			
OR									
Employer identification number									
2	3	-	2	9	1	3	8	9	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Katie Connor* Date ▶ 10/9/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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CLUB PROPHET SYSTEMS
PRO-SHOPKEEPER COMPUTER SOFTWARE CO., INC.
701 RUSSELLTON ROAD
CHESWICK, PA 15024
PH: 800.793.1872 FAX: 724.274.0387

PNC BANK, NATIONAL ASSOCIATION
8-9/430

PAY TO THE
ORDER OF

VOID

\$ VOID
DOLLARS

VOID

AUTHORIZED SIGNATURE

MEMO

⑈015246⑈ ⑆043000096⑆ 1004954869⑈

CLUB PROPHET SYSTEMS / PRO-SHOPKEEPER COMPUTER SOFTWARE

15246

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