



## Customer Agreement Form

Today's Date 1/11/2022

Quote Expires 1/30/2022

### Course Information:

BOB CAHILL  
Facility Contact Name

Legal Business Name

Name of Company

3910 Golf Course Road Grand Rapids, MN 55744  
Address

#### Course Type:

- Private
- Semi-Private
- Public
- Restaurant

#### Number of Holes

- 9 Holes
- 18 Holes
- 27 Holes

## Eagle Club Systems Customer Agreement Form

### Module List

	Monthly	Annually	Tax %	w/ Tax Total		
1. Reservation System, Online Booking Engine, Customer Database	Included					
2. Integrated Point of Sale, Inventory Management, Credit Card Processing	Included					
3. Text Messaging 3,000 messages per month 1 Phone Number Addtl lines \$20 a month	Included					
<b><u>Monthly Total</u></b>		\$1500 Year One	n/a			
Credit Card Processing Rate	Meet or Beat Rate					
<b>One Time Fees</b>						
Credit Card Devices	\$500 each					
Consultation, Setup and Implementation	Optional	Travel Expenses Only (Airfare, rental car, lodging, food) Or Free Virtual				
Website Consultation and Design	Optional	\$695 to \$1295 One Time Price TBD by Web Team				
Receipt Printers	Optional					
Total						
<b><u>First Payment Due Before Go Live</u></b> <i>(Includes First Month Payment)</i>						

### FORM OF PAYMENT

Throughout the term of this agreement, the company agrees to use Eagle Club Systems booking portal on their website as the sole provider for online tee time reservations. Additionally, any time where there are tee times available to the public, the Course agrees to ensure those times are available online for purchase through Eagle Club Systems booking portal.

Customer agrees to pay the Total Annual Price Due in US Dollars, based on the Payment and Pricing identified above, by one of the following methods:

ACH Electronic Funds Transfer – An ACH Electronic Authorization Payment Form must be completed. Funds transfers will occur on the dates and schedule specified in this Agreement.

Credit Card on File – A Credit Card Authorization form must be completed. Customer shall be charged a processing fee equivalent to that which Eagle Club Systems is charged for payments made by credit card. Customer shall be liable for any and all fees (annual fees, late payment fees, etc.) associated with the credit card. Customer’s card on file will be billed on the dates and schedule specified in this Agreement. (Monthly or Annual Only)

## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (the “Agreement”) effective as of (the “Effective Date”) is made and entered into by and between Pokegama Golf Club with its principal place of business at 3910 Golf Course Road Grand Rapids, MN 55744 (hereinafter the “Customer”), and Eagle Club Systems, LLC, a Florida limited liability company, with a registered address located at 204 37th Ave. N. PO Box 101. St. Pete, FL 33704 (“Eagle Club Systems”). Customer and Eagle Club Systems may be referred to individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, Customer wishes to purchase and utilize services and the system (the “System”) provided by Eagle Club Systems.

**WHEREAS**, Eagle Club Systems provides technology services to Customers and Restaurants to enable Reservations and related products and services provided by the “Customer” and facilitates payment to the “Customer” for the purchases with a permitted Payment Method (“Payment Transactions”).

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and the agreements set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and Eagle Club Systems agree as follows

### SECTION 1. DESCRIPTION OF SERVICES

1. Upon implementation of the System, Eagle Club Systems will provide Customer with access to its System and the selected services (the “Services”) as described on page 2 of this Agreement.
2. System will be installed on **TBD**
3. Eagle Club Systems hereby grants Customer a limited, non-transferable, and non-exclusive license to remotely access and use the System solely during the Term (as defined herein) of the Agreement. Except for this limited usage right during the Term, nothing in this Agreement grants Customer any rights, title or interest in the System, Services, or any deliverables provided by Eagle Club Systems. Eagle Club Systems reserves the right to make changes and updates to the functionality and/or documentation of the System from time to time.

### SECTION 2. Eagle Club Systems ACCOUNT

1. Eagle Club Systems may conduct an installation and training session of the System. During this time, Eagle Club Systems and Customer will work together to customize Customer’s account for the System. This includes, but is not limited to the following:
  - a. Customizing Customer’s account with Eagle Club Systems;
  - b. Customizing Customer’s administrative environment for all related personnel and products;
  - c. Customizing Customer’s products, including the cost and retail pricing for each product Customer offers; and
  - d. All other steps required for the operation of the System.
2. Customer’s account will facilitate Customer’s use of the System and will allow Customer to receive current reservations, salesrelated information, and other information pertaining to Customer’s relationship with Eagle Club Systems.
3. Eagle Club Systems is not and will not be liable for any loss or damage arising from Customer’s failure to manage and maintain its account. Each Customer is solely responsible and liable for marketing, selling, pricing, packaging, and provision of any products or services offered through the Services in compliance with all applicable laws, regulations, and rules or industry standards (“Applicable Law”). Eagle Club Systems makes no representation or warranty regarding whether a Customer holds any applicable permit, license, registration, or other credential for its business; whether representations by a Customer are true or accurate; or whether a Customer complies with Applicable Law, and Eagle Club Systems is not responsible for the quality of the products or services provided by the Customer.

### SECTION 3. SYSTEM PARTICIPATION

1. **Customer Offerings.** To participate in the System, Customer must supply the content and images to describe and illustrate the Customer and its service offerings (“Customer Offerings”), by completing and submitting, or authorizing an agent to complete and submit, the information to Eagle Club Systems. Customer Offerings include, but are not limited to, tee time pricing, pricing on

retail items, and pricing on food and beverage. Customer is responsible and liable for all Customer Offerings and terms, and for Eagle Club Systems's or any purchaser's use or reliance on any of the foregoing.

2. **Promotion of Company.** Eagle Club Systems reserves the right to market the customer Offerings to the customer customers. Eagle Club Systems will be responsible for creating and designing the email that will promote and market the Golf Course and the Golf Course Offerings by sending marketing emails to Golf Course customers. The Customer acknowledges and agrees that it will, at all times, be in compliance with the CAN- SPAM Act. This includes, but not limited to, promptly honoring any opt-out/unsubscribe requests received from a customer. Eagle Club Systems does not warrant or guarantee the use of the System will result in any particular amount of revenue or profit to the Customer.
3. **Responsibility for Customer Offering.** Customer represents that all services provided by the Customer for customers booking through the System will be consistent with prevailing industry standards for similar Customers in the area. Customer will be responsible for all customer service with respect to the Customer Offerings. Eagle Club Systems shall have no liability for the nature, completeness, or accuracy of information provided by Customer about the Customer Offerings or the fulfillment of the Customer Offerings.
4. **Processing of Sale.** All sales transactions for the Customer will be processed through the System. Customer agrees that the System will be the exclusive reservation and retail system used by the Customer, and that all golf related commercial activities, including the reservation of calendar for tee times, will be booked through the System during the Term of this Agreement. Credit Card Processing Rate will be determined by merchant application.
5. **License to Customer's Content.** During the Term of this Agreement, Customer hereby grants Eagle Club Systems a non-exclusive, worldwide, transferable, irrevocable, and sub-licensable license to use, copy, distribute, display, and perform any of Customer's content concerning the Customer and the Customer Offerings (including any trademarks, trade names, logos or copyrighted material of Customer to be included in any advertising of the Customer or Customer Offerings) in any and all media or formats in connection with Eagle Club Systems's fulfillment of its rights and obligations under this Agreement, including the promotion of the Customer and Customer Offerings
6. **Press Release.** Eagle Club Systems may, in its sole discretion, include Customer and the Customer in any press release regarding the Customer Offerings described herein or otherwise identify Customer as one of its Customer clients. Any press release Customer may want to issue which includes Eagle Club Systems must be pre-approved in writing by Eagle Club Systems prior to release.
7. **PCI Compliance.** Eagle Club Systems is and will remain PCI compliant for the life of the product. The annual PCI compliance certification (SAQ) is the sole responsibility of Eagle Club Systems. Documentation required for validation of this process or confirmation of completion is available upon request.

## SECTION 4. PAYMENT TERMS

1. **Additional Fees.** If an ACH Electronic Funds Transfer debit request is not successful; Customer will be subject to a \$15 transaction fee for each occurrence. Additionally, any aged balance beyond 30 days will be subject to a monthly late fee equal to 15% of the balance owed.
2. **Currency.** All payments hereunder shall be in US Dollars (USD) and made by check, credit card, debit card, or ACH electronic transfer. Credit and debit card payments are subject to a processing fee as indicated in this Agreement.
3. **Customer Products Pricing.** All prices for the Customer Offerings shall be established by the Customer. Any price changes to the Customer Offerings shall become effective once loaded into the System.
4. **Customer Sales and Payment Processing.** Eagle Club Systems will be responsible for processing all credit and debit card payments from Customer's customers. Customer's name will be displayed on the customer's statement as the sales agent. The System will also track all cash transactions. The Customer shall be responsible for handling and processing of all cash payments.
5. **Payments to Customer.** The third-party payment card processor will process all credit and debit card activities for the Customer. The third- party payment card processor will remit proceeds via Automated Clearing House (the "ACH") to Customer account within two business days.
6. **Taxes.**  
Taxes Related to Customer Offerings:  
Customer shall be solely responsible for any taxes, levies, duties and/or similar governmental assessments (collectively, "Taxes") of

any nature assessable by any jurisdiction whatsoever in connection with the purchase and/or use of Customer Offerings. Customer agrees to hold Eagle Club Systems harmless of any liability with respect to any such taxes Related to Eagle Club Systems Services: If the collection and remittance of Taxes to governmental bodies is applicable on Eagle Club Systems Services, Customer agrees to pay Eagle Club Systems the amounts to be collected and remitted. Information on assessed and remitted taxes concerning Customer's Eagle Club Systems Services will be provided to Customer by Eagle Club Systems. Please note that any Taxes collected may be subject to change based on applicable government laws and/or regulations.

7. **Hardware.** During the Term of this Agreement, or any renewal thereof, Eagle Club Systems agrees to replace, at no additional cost to Customer, any hardware provided under this Agreement that is deemed defective or inoperable, in Eagle Club Systems's sole opinion. Customer will be responsible for cost of the replacement of any hardware that is damaged by Customer or any of its employees, agents or subcontractors.

## SECTION 5. TERM AND TERMINATION

1. **Term.** This Agreement is effective as of the Effective Date set forth above and will remain in effect for one (1) year (the "Initial Term"). After the Initial Term and until terminated with 30 days' advance notice by either Party, as provided herein, this Agreement shall be automatically extended for successive one (1) year periods, unless renegotiated prior to end of the Term.
2. **Termination for Convenience.** Either Party may terminate this agreement at any time, with or without further obligation, except for any outstanding and undisputed payments due to a Party, by providing the other Party with ninety (90) days advance written notice.
3. **Termination by Breach of Agreement.** In the event either Party breaches any of the material terms or conditions of this Agreement, and such breach is not cured within thirty (30) days after receipt of written notice specifying the nature of the breach, the non-breaching Party may terminate this Agreement without any further delay or obligation hereunder.
4. **Effects of Termination.** If either Party terminates this Agreement per the provisions of section 5.2 or 5.3, Customer shall i) forfeit any and all pre- paid expenses and fees; Eagle Club Systems shall have the right to debit via ACH, or charge for any and all outstanding payments due to Eagle Club Systems; to include Early Termination Fees outlined in section 5.5.
5. **Early Termination Fee.** If Customer terminates this Agreement per the provisions of section 5.2, Customer shall pay Eagle Club Systems within fifteen (15) days from the date of termination, an early termination fee of fifty percent (50%) of the remaining balance set forth in this Agreement. If Customer terminates this Agreement for any reason prior to the Installation Date or within ninety (90) days from the Installation Date, Customer shall pay Eagle Club Systems an additional flat fee of four hundred dollars (\$400) as reimbursement to Eagle Club Systems for setup expenses.
6. **Equipment Return.** Upon termination of this Agreement for any reason Customer will, within fifteen (15) days from the date of termination, return all equipment leased to Customer by Eagle Club Systems. If leased equipment is not returned, or is damaged upon receipt, Eagle Club Systems shall have the right to debit via ACH, or charge CC on file, the full replacement value for the leased equipment.

## SECTION 8. DATA SECURITY

1. **Data Security Practices.** Customer agrees to use security technologies and techniques in accordance with industry best practices, including those relating to the prevention and detection of unauthorized use and access of systems and networks. A "Security Breach" is any act or omission that results in: (i) the unauthorized access or use of confidential information; or (ii) a breach of the physical, technical, administrative or organizational safeguards put in place by the either Party, that relate to the protection of the security, confidentiality, or integrity of confidential information. In the event of a Security Breach, Customer shall provide Eagle Club Systems with the name and contact information for a Customer employee or position which shall serve as Eagle Club Systems's primary contact and shall be available to assist Eagle Club Systems twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach. To the extent permitted by law and law enforcement authorities, Customer shall notify Eagle Club Systems of a Security Breach as soon as practicable by phone and in writing, but no later than twenty-four (24) hours after Customer becomes aware of it. Immediately following Customer's notification to Eagle Club Systems of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach.
2. **Data Protection Regulations.** Customer shall, at all times, maintain policies, practices and procedures sufficient to comply with data protection regulations such as the EU General Data Protection Regulation, or the California Consumer Privacy Act (to take effect on January 1, 2020). In the event Customer is found to be in violation of such data protection regulations or similar laws, Customer shall indemnify and hold harmless Eagle Club Systems from any claims, demands, or liability arising from Customer's breach or violation of the same.
3. **Modification of Terms.** Eagle Club Systems reserves the right to modify any portion of these Terms of Service at any time in its sole discretion by notifying you of any changes by electronic mail, posting of the updated Terms of Service on its Website, or delivering an alert through the Application. The changes will become effective, and shall be deemed accepted by you, upon the effective date stated or initial posting/delivery date (if none is stated) and shall be effective on a going-forward basis. If you do not agree to these Terms of Service or any updated version of the Terms of Service, your sole and exclusive remedy is to terminate your use of the Services.

4. **Miscellaneous.** Any action, claim, or dispute related to these Terms of Service will be governed by the laws of Florida, excluding its conflicts of law provisions, and controlling U.S. federal law. The Uniform Computer Information Transactions Act will not apply to these Terms of Service. If any provision of these Terms of Service Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms of Service, which will remain in full force and effect. Failure of Eagle Club Systems to act on or enforce any provision of these Terms of Service will not be construed as a waiver of that provision or any other provision herein. No waiver will be effective against Eagle Club Systems unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Eagle Club Systems and Customer, these Terms of Service constitute the entire agreement between you and Eagle Club Systems with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between you and Eagle Club Systems with respect to the subject matter. The section headings are provided merely for convenience and will not be given any legal import. These Terms of Service will inure to the benefit of our successors and assigns. You may not assign these Terms of Service without our prior written consent. Any information submitted or provided by you to the Services might be publicly accessible. Important and private information should be protected by you.

**IN WITNESS WHEREOF**, the Parties have agreed to the terms of this Agreement as of the Effective Date.

Eagle Club Systems

Pokegama Golf Club

Date  
1/11/2022

Date

Signature  
*Tyler A. Arnold, PGA*

Signature

Printed Name  
Tyler A. Arnold, PGA

Printed Name

Title  
Founder

Title