

This Order Form, subject the terms and conditions of the Agreement (as defined below), is entered into between GolfNow, LLC ("GolfNow") and City of Aurora, an Illinois home-rule municipal corporation ("Client") (individually, a "Party" and collectively, the "Parties"), effective as of the Effective Date set forth below, and shall govern GolfNow's provision of software, marketing, and/or technology services for Client's golf courses listed below.

<b>GolfNow:</b>  7580 Golf Channel Drive Orlando, FL 32819	<b>Client (Legal Entity Name):</b>	City of Aurora, an Illinois home-rule municipal corporation
	<b>Client's Mailing Address:</b>	44 East Downer Place Aurora, IL 60505 USA
	<b>Client's Golf Course List:</b>	Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505

<b>Prepared By:</b>	Jason Jaffrey	<b>Client's Contact Name:</b>	Jolene Coulter
<b>Phone:</b>	(480) 600-3899	<b>Client's Contact Phone:</b>	(630) 256-3760
<b>Email:</b>	jason.jaffrey@nbcuni.com	<b>Client's Email:</b>	jcoulter@aurora-il.org

**TERM AND RENEWALS:** The Initial Term of this Agreement shall be effective as of the last date of the last signature written below (the "Effective Date") and shall expire Three (3) Years Two (2) Months thereafter and shall be non-cancellable, except as provided herein. **UPON EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS UNLESS OTHERWISE TERMINATED BY EITHER PARTY IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO ANY RENEWAL TERM.**

**PRODUCT(S) & SERVICE(S)**

Golf Course	Product	Program
Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505	Platform	GolfNow
Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505	Platform	EZ TeeOff
Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505	Tech	G1 Full System
Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505	Plus	Brand
Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505	Call Center	Answers Staff-on-Demand
Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505	Other	SmartPlay
Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505	Other	Booking Engine
Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505	Other	Payments
Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505	Other	Website

**HARDWARE**

Golf Course	Hardware Package	Quantity
Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505	HWP-1021: G1 - Bev Cart/Starter (Payments)	3
Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505	HWP-1016: G1 - Pro Shop - Wired Pin Pad	2
Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505	HWP-1019: G1 - F&B - Pro – Wired Pin Pad	1

See Exhibit A for Items included in each Hardware Package

## TOTAL PAYMENT(S)

### Trade Payment Terms

Payment Number: PD2-30732 Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505 Trade Provided: All Days Trade Load Time: 10:00 AM 18 Holes Cart Included Bookable for 1 to 4 Players	Days In Advance to Load: 10  Trade Time will have a Bookable Window beginning at 9:50 AM
Payment Number: PD2-6366 Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505 Trade Provided: All Days Trade Load Time: 11:50 AM 18 Holes Cart Included Bookable for 1 to 4 Players	Days In Advance to Load: 10  Trade Time will have a Bookable Window beginning at 11:00 AM
Payment Number: PD2-30732 Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505 Trade Provided: All Days Trade Load Time: 1:20 PM 18 Holes Cart Included Bookable for 1 to 4 Players	Days In Advance to Load: 10  Trade Time will have a Bookable Window beginning at 12:30 PM

### Trade Floor & Utilization Guarantee

GolfNow and Client agree to work cooperatively to determine reasonable Trade Time Pricing at Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505 on All Days according to the following guidelines:

**Trade Floor & Utilization Guarantee**

- During the initial thirty (30) days of the Term (the "30-Day Test Period") GolfNow shall not price Trade Times at a discount of more than twenty-five percent (25%) lower than Partner's prevailing publicly posting rate within ninety (90) minutes of posted Trade Time (member guest rates do not apply);
- If during the 30-Day Test Period GolfNow does not sell fifty percent (50%) of available Trade Times, Client shall allow GolfNow to move such Trade Time(s) to an alternative time frame and/or increase the Trade Time discount to thirty-five percent (35%), the tee time(s) of which shall be at the discretion of GolfNow, during a second 30-day test period following the 30-Day Test Period (the "Second Test Period");
- If during the Second Test Period GolfNow does not sell fifty percent (50%) of available Trade Times, Client shall allow GolfNow to move such Trade Time(s) to an alternative time frame and/or increase the Trade Time discount to forty-five percent (45%) ("Third Test Period");
- In the event GolfNow is unable to liquidate fifty percent (50%) of Trade Times after Third Test Period, GolfNow has the right to terminate this Agreement; and
- For the avoidance of doubt, promotions and marketing initiatives conducted by GolfNow (including GolfNow promotional codes) shall be separate from and excluded from these Trade Time Pricing guidelines.

**Deposit Terms**

Golf Course	Days of Week	Deposit Details	Applies to Rounds Booked Via
Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505	All Days	15% of sale price shall be collected at time of booking	TeeOff.com

**SmartPlay Service Fees**

Golf Course	Service Fee Percentage	Service Fee Paid To
Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505	10.00 %	GolfNow

SmartPlay Service Fees shall be paid directly to GolfNow by Customers at the time of purchase

**Merchant Processing Fees for GolfNow Payments**

Golf Course	Card Present Rate	Card Not Present Rate	ACH Rate	Chargeback Fee
Phillips Park Golf Course, 1001 Hill Avenue, Aurora, IL 60505	2.30 % + 0.00 per transaction	2.90 % + 0.30 per transaction	\$1.00 per transaction	\$10.00 per representment

**Specific Terms**

It is understood and agreed by the Parties that any reference to the Client's indemnification of any party or entity in this Agreement or in GolfNow's Terms and Conditions on the website, shall mean the Client only agrees to the indemnification to the extent allowed by Illinois state law.

It is understood and agreed by the Parties that the terms of this agreement and the Terms and Conditions on the GolfNow website are subject to Freedom of Information Act.

Any disputes of the Agreement or the Terms and Conditions on the GolfNow Website are governed by the laws on Illinois without regard to any conflict of law principles. Any disputes arising out this Agreement or the Terms and Conditions on the GolfNow website which cannot be resolved by the Parties the exclusive for a for any litigation shall be the United States District Court for the Northern District of Illinois (Eastern Division) or the Circuit Court of the Sixteenth Judicial Circuit, Kane County Illinois.

Parties agree that any conflicting terms between the Terms and Conditions on the GolfNow website and the Agreement shall be governed by the Agreement.

GOLFNOW BOOKING ENGINE	ACKNOWLEDGED
Client shall be required to use a booking engine powered by GolfNow.	Yes
ONLINE MARKETING	ACKNOWLEDGED
Does Client agree to grant GolfNow permission to purchase keywords in search engine marketing that include Client's name, or any other trade name, trademark or other intellectual property belonging to Client?	Yes
MILITARY TEE TIMES	ACKNOWLEDGED
Does Client agree to grant GolfNow permission to add Client inventory to MilitaryTeeTimes.com at a fifteen percent (15%) discount relative to all inventory released and posted on golfnow.com?	No

AGREED TO AND ACCEPTED
<p>This Order Form is subject to all the Standard Terms and Conditions and applicable Additional Terms located on the website: <a href="https://golf.nbcsportsnext.com/about/terms-and-conditions/">https://golf.nbcsportsnext.com/about/terms-and-conditions/</a> (the "Terms and Conditions"), subject to change by GolfNow from time to time, and any attached addenda (collectively, the "Agreement"). The Agreement shall constitute a legally binding agreement between Client and GolfNow, and Client accepts and agrees to the terms of the Agreement by signing below.</p>
<p>_____ Initial Here to confirm you have read the Terms and Conditions</p>
<p>Client Signature: _____ Printed Name: _____ Date: _____</p>
<p>GolfNow Signature: _____ Printed Name: _____ Date: _____</p>

If you are a Tax Exempt organization, please check box and click button below to upload a current copy of your tax exemption certification.

Tax Exempt

**EXHIBIT A**
**Hardware Items included in each Hardware Package**

Product	Included in Hardware Package	Mfg Model Number
APG Cash Drawer Cable	HWP-1016	CD-101A
APG Heavy Duty Cash Drawer	HWP-1016	T320-BL1616
Epson OmniLink TM-T88VI - G1	HWP-1016	C31CE94061
Ethernet Cable - 3'	HWP-1016	A3L781-03-BLU
Ethernet Cable 10'	HWP-1016	15199
Ethernet Patch Cable - 7'	HWP-1016	15196
Ethernet Switch	HWP-1016	GS105NA
Honeywell Barcode scanner 1200g - G1	HWP-1016	1200G-2USB-1
MX915 Chip and Pin Pad	HWP-1016	M177-409-01-R
MX915 CONNECT I/O MOD	HWP-1016	P132-602-00-R
MX915 PWR SUP	HWP-1016	PWR132-003-01-B
Optiplex 7410 AIO 23.8" Touch/Wifi	HWP-1016	3000149791897
USB Cable 6'	HWP-1016	28102
USB Hub	HWP-1016	ST4200MINI2-I
APG Cash Drawer Cable	HWP-1019	CD-101A
APG Heavy Duty Cash Drawer	HWP-1019	T320-BL1616
Epson OmniLink TM-T88VI - G1	HWP-1019	C31CE94061
Ethernet Cable - 3'	HWP-1019	A3L781-03-BLU
Ethernet Cable 10'	HWP-1019	15199
Ethernet Patch Cable - 7'	HWP-1019	15196
Ethernet Switch	HWP-1019	GS105NA
iPad Pro 12.9 128 GB WiFi	HWP-1019	MNXP3LL/A
MX915 Chip and Pin Pad	HWP-1019	M177-409-01-R
MX915 CONNECT I/O MOD	HWP-1019	P132-602-00-R
MX915 PWR SUP	HWP-1019	PWR132-003-01-B
USB Cable 6'	HWP-1019	28102
WINDFALL STAND FOR IPAD 12.9"	HWP-1019	H549-BG-I
Apple iPad 10.2" 9 Gen WiFi/Cellular	HWP-1021	MK663LL/A
G1 eDynamo - bluetooth	HWP-1021	21079802-I
UAG iPad 10.2 Case	HWP-1021	12191HB14040