FORSYTH COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: SEPTEMBER 26, 2016   **AGENDA ITEM NUMBER:**   6

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN FORSYTH COUNTY, ON BEHALF OF ITS PARKS AND RECREATION DEPARTMENT, AND GOLFNOW, LLC TO PROVIDE SOFTWARE, MARKETING, AND TECHNOLOGY SERVICES IN CONSIDERATION FOR GOLF ROUNDS TO BE SOLD BY GOLFNOW AND USE OF COUNTY INTELLECTUAL PROPERTY RELATING TO THE GOLF COURSES
(FORSYTH COUNTY PARKS AND RECREATION DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: [X] YES [ ] NO

SIGNATURE: _J. Dudley Watts, Jr. /dwh_   **DATE:** September 21, 2016
COUNTY MANAGER

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN FORSYTH COUNTY, ON BEHALF OF ITS PARKS AND RECREATION DEPARTMENT, AND GOLFNOW, LLC TO PROVIDE SOFTWARE, MARKETING, AND TECHNOLOGY SERVICES IN CONSIDERATION FOR GOLF ROUNDS TO BE SOLD BY GOLFNOW AND USE OF COUNTY INTELLECTUAL PROPERTY RELATING TO THE GOLF COURSES
(FORSYTH COUNTY PARKS AND RECREATION DEPARTMENT)

BE IT RESOLVED that the Forsyth County Board of Commissioners hereby authorizes the County Manager and Clerk to the Board to execute, on behalf of Forsyth County, the attached Agreement between Forsyth County, on behalf of its Parks and Recreation Department, and GolfNow, LLC for the provision of software, marketing, and technology services in consideration for golf rounds to be sold by GolfNow and use of County intellectual property relating to the golf courses, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the Forsyth County Attorney.

Adopted this 26th day of September 2016.

GOLFNOW. Go. Play.

Order Form

This Order Form, together with the Standard Terms and Conditions attached hereto and incorporated herein by reference, shall constitute a binding legal agreement between GolfNow, LLC ("GOLFNOW") and County of Forsyth Parks & Recreation Department ("COURSE" – Legal Entity Name) (individually, a "Party" and collectively, the "Parties") (the "Agreement") and shall be effective as of June 29, 2016 (the "Effective Date") and shall govern GOLFNOW's provision of software, marketing, and technology services for COURSE's golf courses listed below. The Parties agree that this Agreement hereby terminates and supersedes any and all prior agreement(s) between Crescent Systems, Inc. ("Crescent") and COURSE regarding COURSE's use of Crescent's software (the "Crescent Agreement(s)") as GOLFNOW has acquired Crescent and the Parties hereto wish to continue the previously established business relationship under the terms and conditions of this Agreement.

GOLFNOW: GolfNow, LLC 7580 Golf Channel Drive Orlando, FL 32819	COURSE (Legal Entity Name): County of Forsyth Parks & Recreation Department COURSE Address: 201 North Chestnut Street Winston-Salem, NC 27101
	COURSE's Golf Courses: Tanglewood Golf Club - Reynolds Course; and Tanglewood Golf Club - Championship Course

Prepared By:	Maren E Hosman	COURSE Contact Name:	Christopher Weavil
Phone:	407-248-3344	COURSE Contact Phone:	336-703-2501
Email:	maren.hosman@golfchannel.com	COURSE Email:	weavilcs@forsyth.cc
Fax:	N/A	COURSE Fax:	N/A

Initial Term: Two (2) Years from the Effective Date and shall be non-cancellable. **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.**

DISTRIBUTION		PAYMENT
GolfNow Core Platform		
GolfNow Booking Engine		See Specific Payment Terms Below
GolfNow Mail		
Facebook Booking Engine		
PREMIUM OFFERINGS		**PAYMENT**
GolfNow Premium Marketing Platform		
GolfNow Premium Technology Platform		See Specific Payment Terms Below
TeeTimes.com		
Website Development and Hosting		
TECHNOLOGY		**PAYMENT**
GolfNow Reservations		
[SELECT SERVICE]		See Specific Payment Terms Below
[SELECT SERVICE]		
SERVICES		**PAYMENT**
[SELECT SERVICE]		N/A
[SELECT SERVICE]		
HARDWARE	**QUANTITY**	**PAYMENT**
[SELECT ITEM]	[Quantity] N/A	
ONLINE MARKETING		**ACKNOWLEDGED**
Does COURSE agree to grant GOLFNOW permission to purchase keywords in search engine marketing that include COURSE's name, or any other trade name, trademark or other intellectual property belonging to COURSE?		YES

TOTAL PAYMENT(s): See Specific Payment Terms Below

Specific Payment Terms:

In consideration for the Distribution, Premium Offerings, and Technology listed above, COURSE agrees to provide GOLFNOW with the following:

- Two (2) Trade Times per day (which shall apply to the Tanglewood Golf Club - Championship Course); and
- Three (3) Trade Times per day (which shall apply to the Tanglewood Golf Club - Reynolds Course)

GolfNow Reservation Conversion Concessions:

- GOLFNOW agrees to waive the Installation and Implementation Fees in the amount of Three Thousand Five Hundred Dollars ($3,500).

Trade Time(s): A single 'Trade Time' is defined as four (4) individual 18-hole rounds (with cart) per day or one hundred twenty (120) individual 18-hole rounds (with cart) per month made available for sale by GOLFNOW for its own benefit. *(By way of example, if COURSE's total payment to GOLFNOW is three (3) Trade Times, COURSE shall provide GOLFNOW with twelve (12) individual 18-hole rounds (with cart) per day or three hundred sixty (360) individual 18-hole rounds (with cart) per month).* The tee times of such rounds shall be mutually agreed upon within the time period beginning thirty (30) minutes after COURSE opening and ending four and one half (4.5) hours prior to dusk. If necessary, GOLFNOW shall have the ability to sell Trade Times in quantities of greater than 4 rounds per day in order to meet the 120 round monthly total. GOLFNOW shall have the ability to sell Trade Times at a price that is at the discretion of GOLFNOW. Trade Times shall be available for purchase on COURSE website, golfnow.com and GOLFNOW's network of partner websites.

Agreed to and Accepted

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Order Form

COURSE Signature: _____ **Printed Name:** Christopher Weavil **Date:** _____

GOLFNOW Signature: _____ **Printed Name:** _____ **Date:** _____

GOLFNOW.
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"GOLFNOW" shall mean GolfNow, LLC and GolfNow G1, LLC collectively. COURSE shall mean the legal entity listed as 'COURSE' on the included Order Form. The parties acknowledge and agree that except as otherwise provided herein, the Standard Terms and Conditions and any applicable Addendum shall be updated and amended from time to time by GOLFNOW in its sole discretion. COURSE's use of the Services and Software hereunder shall be subject at all times to the then current Standard Terms and Conditions and/or applicable Addendum. Should the Standard Terms and Conditions and/or applicable Addendum be amended, GOLFNOW shall provide COURSE with at least sixty (60) days' prior written notice of such change and COURSE shall have the option to terminate this Agreement within thirty (30) days of receipt of such notice.

1.   GOLFNOW Services.   GOLFNOW shall provide GOLFNOW's Tee Time Marketing and Technology Services (the "Services") for the purpose of marketing, promoting and selling COURSE tee times and/or enhancing COURSE's technology. GOLFNOW shall provide access to COURSE tee times to any of its branded websites, partner or affiliated websites, or any other distribution channel. GOLFNOW shall apply the latest version of the GOLFNOW Services to the marketing and administration of COURSE tee times. GOLFNOW shall notify COURSE in advance in writing of any GOLFNOW Services updates and will provide appropriate training and/or materials to COURSE concerning all updates. COURSE shall provide GOLFNOW with access to all of the internal and external systems (including third party systems licensed to COURSE) necessary for GOLFNOW to provide the Services. COURSE shall honor all tee times reserved through GOLFNOW's distribution channels and shall treat all golfers originating from GOLFNOW with proper courtesy and respect. COURSE shall make every effort to maintain its inventory in the most up-to-date manner possible; with proper communication to GOLFNOW regarding changes in availability, course conditions, etc. The Parties shall work cooperatively to minimize double-bookings, cancellations and the like.

2.   GOLFNOW Software.   GOLFNOW grants COURSE a limited, non-exclusive, non-transferable license to utilize the software as set forth on the included Order Form (the "Software"). COURSE may use the Software for the purpose of managing and marketing COURSE's golf course properties and may not sell, sublicense, lend, or otherwise transfer the Software to others. Neither COURSE, nor any third party working with or on behalf of COURSE, may reverse engineer, decompile, disassemble, or customize the Software including but not limited to, creating any software interface with the Software for the purpose of selling or marketing of tee times through the Internet or any Internet site, without the express knowledge and written agreement of GOLFNOW. COURSE understands and acknowledges that all third party vendors must have a written agreement with GOLFNOW in order to create any interface with the Software.

3.   GOLFNOW-Owned Hardware.   To the extent that GOLFNOW has provided COURSE with any hardware, all such hardware shall remain GOLFNOW's property and shall be returned by COURSE to GOLFNOW within fourteen (14) days upon the

earlier of termination of this Agreement due to breach or expiration of the Term.

4.   Fees and Pricing.   COURSE's payment to GOLFNOW shall be the "Total Payment" amount set forth on the Order Form attached hereto. COURSE shall have the option of selecting one of the 'Flexible Payment Options' outlined within Exhibit A. If COURSE elects to charge an online fee for rounds booked on its website, GOLFNOW shall retain $1.24/round and remit the remainder to COURSE. If applicable, COURSE shall have the right to approve the price and amount of all non-Trade Time inventory offered in the GOLFNOW network. GOLFNOW shall receive tee times and rates equal to or better than those offered by COURSE to any third-party distribution service. COURSE acknowledges and agrees that COURSE's payment to GOLFNOW is a material element of this Agreement. Due to this material element, in the event that COURSE does not comply with the payment requirements hereunder or otherwise breaches the terms of this Agreement (each a "Non-Compliance Event"), COURSE shall be required to pay GOLFNOW a fee of $250 per golf course per month for each month after the first instance of any Non-Compliance Event through either: (i) the cure of the Non-Compliance Event, or (ii) the end of the current Term, whichever is shorter.

5.   Term and Termination.   The initial term of this Agreement shall be for the period of time as set forth on the attached Order Form (the "Term") and shall be non-cancellable. Either Party may immediately terminate this Agreement in the event that the other Party materially breaches the Agreement and fails to cure such breach within thirty (30) days' written notice. Upon termination of this Agreement, COURSE shall delete and return all Software (including all copies), and sign a statement certifying same.

6.   Support and Training.   GOLFNOW shall provide COURSE appropriate levels of training (including access to remote training and on-line resources). Additional in-person training may be provided for an additional fee. Telephone and email support shall be provided to COURSE during normal business hours through GOLFNOW's published phone numbers and email addresses.

7.   Data Security.   Industry standards have been set by the Payment Card Industry Data Security Standards ("PCI Standards") for protection of customer information. The GOLFNOW and COURSE both represent and warrant that they will comply with PCI Standards during the entire Term of this Agreement and thereafter with respect to customer data accumulated during the Term, and further agree to adhere to all other applicable standards, laws, rules, and regulations for protection of customer data to which they have access during the entire Term of this Agreement. GOLFNOW agrees that it will use systems, tools and security and take commercially reasonable steps to ensure COURSE customer data hosted by GOLFNOW is not accessed, redistributed, duplicated, or modified. GOLFNOW shall be free to provide certain required levels of access to contracted third-party vendors, etc...that may need access to such data in order to provide services.

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8. Privacy Policies and Terms of Use. COURSE will at all times during the Term: (a) maintain a privacy policy and terms of use that are consistent with applicable laws and industry best practices (as determined by reference to the practices of other consumer-oriented websites and the promulgations of applicable industry standards bodies); (b) make such policy and terms of use easily accessible to end users; and (c) comply with such policy and terms of use. GOLFNOW will maintain a separate privacy policy and terms of use on all modules and booking engines that are hosted on COURSE's website(s) that pertain solely to the collection and processing of any customer data through these modules and/or booking engines, but not to any other component or function of COURSE's website(s).

9. Limited Warranties and Remedies. Both Parties represent and warrant that: (a) they have the authority to enter into this Agreement and that their signatories are duly authorized and empowered to sign this Agreement on their behalf; and (b) they will comply with all applicable laws, ordinances, statutes, regulations and rules, and that they have the power to settle fully and completely all claims, causes of action, demands, charges and liabilities arising out of or relating to the Agreement. COURSE represents and warrants to GOLFNOW that any intellectual property provided to GOLFNOW by COURSE (including without limitation, any photographs, drawings, or works of art) do not violate the rights of any third party. COURSE agrees to indemnify GOLFNOW for any alleged or actual breach of this warranty. GOLFNOW will provide the Services and the Software in a professional and workmanlike manner and free from any unreasonable defects, and GOLFNOW will use all reasonable means to fix any defect in the Software or Services that may arise. GOLFNOW will provide COURSE with training on how to use the Software and Services and provide support as needed by COURSE. GOLFNOW shall notify COURSE in advance of any Software or Service updates and will provide appropriate training and/or materials to COURSE concerning all updates. COURSE and its authorized users will use the Software and Services only in accordance with this Agreement. Aside from these warranties, THE GOLFNOW SOFTWARE AND SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. With respect to malfunctioning Software, GOLFNOW's entire liability and COURSE's exclusive remedy shall be the repair/replacement of the Software.

10. Limitation of Liability. EXCEPT FOR THIRD PARTY LIABILITITES, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES BASED ON LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR LOSS OF DATA), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BREACH OF CONTRACT, BREACH OF

WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

11. Ownership of Property and Data. All personally-identifiable customer information supplied to GOLFNOW by COURSE (e.g. through the GOLFNOW booking engine or through the Software) remains the sole property of COURSE, cannot be copied, sold or reused by GOLFNOW, and will be treated as confidential business information with at least the same degree of care as GOLFNOW's own confidential business information. All non-personally identifiable customer information supplied to GOLFNOW by COURSE (e.g., anonymous survey results, general usage data), as well as all customer data obtained independently by GOLFNOW (e.g., through an end-user booking a tee time at golfnow.com or other affiliated websites) shall be GOLFNOW's sole property, but may be shared with COURSE should the Parties agree and obtain end-user consent for such an arrangement. COURSE acknowledges and agrees that GOLFNOW's sharing of personally identifiable customer information shall at all times be governed by the terms of GOLFNOW's then current privacy policy and terms of use. The following shall remain the sole and exclusive property of GOLFNOW: (a) the GOLFNOW Software and Services (including any of GOLFNOW's enhancements or upgrades thereto), and all other software and materials developed, conceived, originated, prepared, generated or furnished by GOLFNOW under this Agreement; and (b) all copyrights, trademarks, patents, trade secrets and any other intellectual property and proprietary rights in and to the foregoing.

12. Dispute Resolution. This Agreement shall be governed, interpreted and construed under the laws of the United States and the State of Florida without regard to any conflict of law principles. The Parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "Dispute") between the Parties under or related to this Agreement. Any Dispute arising out of this Agreement which cannot be resolved by the Parties shall be governed exclusively by binding arbitration initiated and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, conducted in the Orlando, Florida metropolitan area. The arbitrator shall have the power to award reasonable attorney's fees and costs to the prevailing party in any arbitration, and either party shall have the right to take appropriate action to enforce any arbitration award in any court having jurisdiction over the applicable party.

13. Traffic Assignment. In the event that GOLFNOW is providing Website Hosting/Development and/or Mobile Website Hosting/Development for COURSE, COURSE hereby assigns such traffic numbers to GOLFNOW for comScore traffic reporting or other applicable reporting services. COURSE agrees to execute any and all documentation necessary to effectuate such traffic assignment to GOLFNOW.

14. Binding Nature; Assignment. This Agreement shall be binding upon GOLFNOW and COURSE and their respective successors and assigns; provided, however, that neither party shall assign this Agreement or any of its rights or obligations

hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, without COURSE's consent, GOLFNOW may assign all or part of its rights and obligations under this Agreement to: (i) any of its divisions, affiliates or subsidiaries, (ii) its parent company, or (iii) any of its parent company's divisions, affiliates or subsidiaries. A sale of substantially all of the stock or assets of a party, or the reorganization or merger of a party, shall not constitute an assignment of this Agreement. Any assignment or transfer in violation of this Section shall be void and of no force or effect. Any subcontractors retained by GOLFNOW to perform certain obligations hereunder shall be bound by and their actions are governed by this Agreement as if GOLFNOW itself was performing such obligations.

15. **Confidentiality.** This Agreement and its terms and conditions are confidential and may not be disclosed by any party without the prior written consent of the other party except: (a) to a party's affiliates and its and their respective officers, directors, employees, representatives, agents and advisors; or (b) as required by applicable law, rule, regulation, judicial or governmental order, subpoena or other legal process, or at the request of any governmental or regulatory agency or authority having or asserting jurisdiction. Each party will cause its affiliates and their respective officers, directors, employees, representatives, agents and advisors to comply with the provisions of this Section 15.

16. **Miscellaneous.** This 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 – between COURSE and GOLFNOW. The Parties acknowledge and represent that they have carefully read and fully understand all of the terms and conditions set forth in this Agreement. The parties further acknowledge and represent that they enter into this Agreement freely, knowingly and without coercion and based on their own judgment and investigation of this matter and not in reliance upon any representation or promises made by any party, its attorneys or its agents. The parties hereby acknowledge and agree that GOLFNOW is an independent contractor and not an employee, agent, joint venturer or partner of COURSE or any of its affiliates. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, partnership, employment, or agency relationship among any of the Parties as a result of this Agreement. None of the parties shall have any power to obligate or right to bind any other party. This Agreement may be executed in one or more counterparts, with electronic exchange of signatures (pdf) sufficient to bind the Parties.

PRODUCT SPECIFIC TERMS AND CONDITIONS

17. **G1 Operating System.** In the event that GOLFNOW is licensing the G1 Operating System to COURSE, COURSE hereby agrees that its use of the G1 Operating System shall be subject to the then current 'G1 Operating System Addendum' incorporated herein by reference. In the event of a conflict between the terms of

these Standard Terms and Conditions and the 'G1 Operating System Addendum', the 'G1 Operating System Addendum' shall control.

18. **GolfNow Answers.** In the event that GOLFNOW is providing the GolfNow Answers service to COURSE, COURSE hereby agrees that its use of the GolfNow Answers service shall be subject to the then current 'GolfNow Answers Addendum' incorporated herein by reference. In the event of a conflict between the terms of these Standard Terms and Conditions and the 'GolfNow Answers Addendum', the 'GolfNow Answers Addendum' shall control.

19. **GolfNow Plus.** In the event that GOLFNOW is providing the GolfNow Plus service to COURSE, COURSE hereby agrees to initial and sign the then current 'GolfNow Plus Acknowledgement' document incorporated herein by reference. COURSE further agrees that it will at all times during the Term and at its own expense, keep in full force and effect the following insurance coverages: (i) commercial general liability insurance for limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage, product liability, personal and advertising injury and completed operations liability; and (ii) worker's compensation insurance (in compliance with laws) and employers' liability insurance with a limit not less than one million dollars ($1,000,000); and (iii) property insurance on an "all risk" basis with replacement cost coverage for property and equipment in care, custody, and control of the insured. GOLFNOW must be listed as an "additional insured" on the policies described above. Promptly after signing this Agreement, COURSE will deliver to GOLFNOW certificates of insurance for the required coverage. All required insurance will be placed with carriers rated no lower than A-VII in the most current edition of AM Best's Property Casualty Key Rating Guide and will provide thirty (30) days' written notice of cancellation or non-renewal, which notice will be provided in accordance with the notice provisions set forth herein. The stipulated limits of coverage will not be construed as a limitation of any potential liability to GOLFNOW. Failure to request evidence of insurance is not a waiver of COURSE's obligation to obtain the required insurance. Notwithstanding the foregoing, this insurance provision shall not apply if COURSE chooses the GolfNow Plus (Technology Only) option. In addition, COURSE agrees to indemnify and hold GOLFNOW and its parent company and its and their respective officers, directors, employees and agents harmless from and against all claims, suits, liabilities, costs and expenses, including reasonable attorney's fees and expenses, related to (i) any breach of this Agreement by COURSE, (ii) GOLFNOW's execution of the Services in accordance with the terms of this Agreement. Should GOLFNOW waive the Installation Fee for COURSE, and if this Agreement is terminated by COURSE prior to the expiration of the Initial Term, then COURSE shall pay to GOLFNOW an early termination fee of Two Thousand Dollars ($2,000), prorated based on the number of months remaining in the Initial Term. GOLFNOW may collect this early termination fee via Trade Times.

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Standard Terms and Conditions

EXHIBIT A – FLEXIBLE PAYMENT OPTIONS

BARTER

Standard

- GOLFNOW takes the risk of selling daily foursomes
- Time of foursome mutually agreed upon
- Price of foursome controlled by GOLFNOW
- Newly designed course booking engine included

Jointly Managed

- GOLFNOW and COURSE determine mutually agreeable price floor for daily foursome
- Monthly utilization for daily foursome is also mutually agreed upon
- Newly designed course booking engine required

Course Controlled

- GOLFNOW provides course with tool to manage the sale of barter
- COURSE controls sale of all barter rounds (price and time) to achieve the equivalent of one foursome daily, X number of monthly playable days
- Monthly cash reconciliation required

LINEAR | COMMISSION

- GOLFNOW and COURSE determine mutually agreeable per round commission %
- Commission % prepaid at point-of-purchase by golfer; balance paid at check-in
- Rate parity required
- Inventory requirements also exist

CASH

- Calculated at value of one foursome daily, X daily APR, X number of monthly playable days
- Newly designed course booking engine included

GOLFNOW. Go.Play.

Traffic Assignment Request for comScore Inc. Reporting

I, _____ (Name), _____ (Title) of _____ certify that (COURSE, please use legal entity name)

a)   is the majority owner of the URLs listed below

b)   enjoys a legitimate business relationship with GOLFNOW justifying the aggregation of this traffic, and

c)   requests assignment of the traffic to these URLs from COURSE to GOLFNOW; in the comScore Inc. syndicated audience measurement reports.

In requesting this assignment, I understand that the COURSE will independently contribute traffic associated with the publisher from the assigned URLs in the syndicated audience reports for those entities where GOLFNOW elects to include these URLs.   This assigned traffic will contribute to GOLFNOW's overall traffic, while remaining independently reportable.   These URLs may not be assigned to any other company. In the event that comScore Inc. receives multiple requests for assignment of the same URL, comScore Inc. will review and honor the request most recently received.

I understand that this request is subject to review by comScore Inc. to determine that the assignment of traffic is consistent with comScore Inc. reporting rules. comScore Inc. retains the right in its sole discretion to refuse the requested assignment if such assignment would in fact be inconsistent with comScore Inc. reporting rules. If necessary, comScore Inc. may require additional documentation to verify ownership of the URLs before granting this request. For example, if COURSE is not the named registrant of the URLs listed below, COURSE must provide documentation demonstrating that the registrant of those URLs is (1) owned or (2) employed by COURSE.

I understand that acceptance of this letter by comScore Inc. imposes no legal liability whatsoever on comScore Inc. for damages, whether actual, incidental or consequential, relating to the maintenance or reporting of the attached URLs. I understand that the COURSE is fully responsible for timely notification to comScore Inc. of any updates to the list below, including, but not limited to, changes in ownership of any of those URLs.

COURSE shall indemnify and hold harmless comScore Inc. from and against any claims, liabilities, costs and expenses of any kind (including reasonable attorney's fees and expenses)

arising out of any allegation of improper assignment of the URLs pursuant to this letter.

[List of URLs here]

http://golf.tanglewoodpark.org/

_____
SIGNATURE

Christopher Weavil
_____
NAME

_____
TITLE

_____
COURSE

_____
DATE