



# Agenda Item Executive Summary

Item Name    Golf Cart GPS

Committee  
or Board    Board

## BUDGET IMPACT

Amount:    \$29,640

Budgeted    \$30,000

List what  
fund

## EXECUTIVE SUMMARY

Funding for a golf cart GPS system was approved with the passage of the FY 2024 budget. This system would be installed on the fleet of 76 carts at the Bartlett Hills Golf Course this summer, adding efficiencies and some potential revenue generating capabilities. The golf cart GPS system has several features to improve the golfing experience and it will go a long way to improving our staff efficiencies and help protect the course during rain spells. The Club Car GPS agreement would cover a 48-month term. Any software updates to improve the system are included in the contract. Staff did not go out for RFP for this project due to this system being made specifically to sync with our Club Car Carts. Each cart maker has their own system to sync with their carts so an RFP is not suitable for this technology.

## ATTACHMENTS (PLEASE LIST)

Staff Memo Dated: 5/4/23

Resolution

Equipment Rental Agreement

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Resolution 2023-\_\_\_\_\_ A Resolution Approving Agreements between the Village of Bartlett and Club Car, LLC.

Staff:            Scott Skrycki, Assistant Village Administrator

Date:            05/03/2023

# Memorandum

**To:** Paula Schumacher, Village Administrator  
**From:** Scott Skrycki, Assistant Village Administrator  
**Date:** 05/03/2023  
**Re:** Club Cart GPS

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Funding for a Club Cart GPS system was approved with the passage of the FY 2024 budget. This system would be installed on the fleet of 76 carts at Bartlett Hills Golf Course this summer, adding efficiencies and revenue generating capabilities. This system will cost \$29,640 per year and be paid by a slight increase to fees, marginal reduction in on course staff, as well as the soft costs of protecting turf during inclement weather. Golf carts GPS systems are becoming more prevalent each year. A staff survey indicated more than half of the local competition has some form of GPS for their patrons.

The Club Cart GPS system has several features to improve the golfing experience as well. They include an electronic scorecard system, distance to pin, tee shot distances, weather alerts and the ability to order food and beverages. These systems add nice bonus features, in addition to serving to decrease the guess work a golfer has to determine correct club to use and improves the ordering experience for food and beverages.

Not only is the food and beverage experience improved for the golfer, but it is anticipated to boost sales as well. The golfer will be able to communicate food and beverage needs quicker. The GPS system will go a long way to improving our staff efficiencies as well, and help protect the course during rain spells. For example, the GPS system will allow staff to place a geo fence around the greens or tee boxes to keep carts off those areas. If a cart enters the geo fenced area it will automatically cut the power to the cart. This will also help protect the course on days that are determined to be cart path only. The entire fairway can be geo fenced, eliminating the ability to drive on it. Same for areas marked "ground under repair".

At the club house there will be a computer where are all carts are shown on an overhead view of the course to help reduce pace of play issues as well. No longer will staff have to rely solely on a ranger driving around the course to monitor pace of play or cart path only rules etc. This technology will allow our staff to send a message directly to the cart patrons. The Club Cart GPS agreement would cover a 48 months term. Any software updates to improve the system are included in the contract. Staff did not go out for RFP for this project due to this system being made specifically to sync with our Club Cart Carts. Each cart maker has their own system to sync with their carts so an RFP is not advised for this project.

## Motion

I move to approve Resolution 2023-\_\_\_\_\_ A Resolution Approving the Equipment Rental Agreement Between the Village of Bartlett and Club Car, LLC.

**RESOLUTION 2023 - \_\_\_\_\_**

**A RESOLUTION APPROVING AGREEMENTS  
BETWEEN THE VILLAGE OF BARTLETT AND CLUB CAR, LLC**

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**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The Equipment Rental Agreement and the License and Service Agreement between the Village of Bartlett and Club Car, LLC, (the "Agreements"), copies of which are appended hereto and expressly incorporated herein by this reference, are hereby approved.

**SECTION TWO:** That the Village Administrator is hereby authorized and directed to sign the Agreements on behalf of the Village of Bartlett.

**SECTION THREE: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giless, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - \_\_\_\_\_ enacted on May 16, 2023, and approved on May 16, 2023, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giless, Village Clerk

**CLUB CAR CONNECT™ License and Service Agreement**  
**Shark Experience (Rental)**



Issued Date: May 3, 2023

<b>Customer Information</b>				
Full Legal Name ("Customer") Village of Bartlett			Course Name (the "Golf Course") Bartlett Hills Golf Club	
Equipment Location/ City/ County/ State/ Zip 800 West Oneida Avenue, Bartlett, IL 60103			Type of Organization Municipality	
Billing Address/ City/ County/ State/ Zip (if different)			Organization Jurisdiction Illinois	
Billing Contact Name Phil Lenz		Title Head Golf Professional	Billing Email: plenz@bartlett.il.gov Phone: (630) 837-2741	Tax Identification Number E 999 81051
<b>Course/Golf Car Information</b>				
# Holes 18	Golf Car Make/Model Club Car Tempo - gas		Total Number Vehicles Installed: 76	
<b>Software Selections</b>				
	<b>Description</b>	<b>Units</b>	<b>Price/Unit</b>	<b>Monthly</b>
<input checked="" type="checkbox"/>	<b>10" LCD Touchscreen with Integrated Speakers, Standard Connectivity and Golfer Experience Modules</b>	76	\$65.00	\$4,940.00
	<b>Shark Experience: Bluetooth pairing and Shark features. Refer to the Shark Experience Rider for details.</b>	76	\$0.00	\$0.00
<b>Fleet Management (Refer to Exhibit A for details):</b>				
<input checked="" type="checkbox"/>	Connected™ Car Control Module	76		Included
<input checked="" type="checkbox"/>	Connected™ Car Tracking Module	76		Included
<b>Total Payment per Month USD (plus tax):</b>				<b>\$4,940.00**</b>
<input checked="" type="checkbox"/> Indicates selected items. <span style="float: right;">(**Refer to Exhibit C for Payment Schedule)</span>				
<b>ALL PAYMENTS ARE PAID SEPARATELY TO CLUB CAR AND ARE NOT PART OF THE GOLF CAR PAYMENT.</b>				
<b>TERMS AND CONDITIONS</b>				
<p>1. <u>Visage Software</u>. Customer shall rent the Visage System and license the Visage Software (defined below), specifically the Shark Experience and Modules selected above, for the Minimum License Term (defined below). The Club Car Connect golf cars listed above (the "Golf Cars") come standard with the Visage GPS units, integrated speakers and Shark Experience (the "System"). Additional Fleet Management features (described herein) are available for subscription.</p> <p>2. <u>Term</u>. The term of this Agreement shall commence on the Effective Date and run for a term of forty-eight (48) months (the "Minimum License Term") from the "Date of Delivery" (the date Customer's Golf Cars are delivered to its golf course facility, or, in the event that the System is delivered after delivery of the Golf Cars, the date Customer accepts delivery of the System). At the conclusion of the Minimum License Term, this Agreement will continue for additional one month terms unless terminated by either party (the Minimum License Term together with any extensions hereto shall be referred to as the "Term").</p>				
SEE THE FOLLOWING PAGES FOR ADDITIONAL TERMS AND CONDITIONS				
THIS AGREEMENT, EFFECTIVE AS OF THE DATE BELOW, IS BY AND BETWEEN CCL AND CUSTOMER AND IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS AND THE FOLLOWING PAGES, WHICH PERTAIN TO THIS AGREEMENT AND WHICH CUSTOMER ACKNOWLEDGES HAVING READ. THIS AGREEMENT IS NON-BINDING UNTIL ACCEPTED BY CCL. CUSTOMER CERTIFIES ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT, INCLUDING CUSTOMER'S AUTHORITY HAVE BEEN FULFILLED. ACCEPTANCE OF THIS AGREEMENT IS SUBJECT TO FINANCIAL QUALIFICATION AND CREDITWORTHINESS OF CUSTOMER. THIS AGREEMENT SHALL EXPIRE AND BE OF NO FORCE AND EFFECT IF NOT EXECUTED BY BOTH PARTIES WITHIN 30 DAYS AFTER THE ISSUED DATE ABOVE.				
<b>Club Car, LLC ("CCL")</b> 1074 N. Orange Ave., Sarasota, Florida, 34236			<b>CUSTOMER</b> <b>Village of Bartlett</b>	
Authorized Signatory X			Authorized Signatory X	
Print Name and Title		<b>Effective Date</b>	Print Name and Title	
			Date	

(Club Car Connect License and Service Agreement Terms and Conditions continued)

3. Payments. Customer shall make all Payments stated in this Agreement in advance beginning on the Date of Delivery. If the Date of Delivery is between the 1<sup>st</sup> and 15<sup>th</sup> day of the month, all Payments will be due on the 15<sup>th</sup> day of each month. If the Date of Delivery is between the 16<sup>th</sup> and the last day of the month, all Payments will be due on the 1<sup>st</sup> day of each month. All amounts payable under this Agreement are payable at CCL's address above or at such other address as CCL may specify in writing from time to time. Time is of the essence for all obligations arising hereunder.
4. Data. Data collected by the Visage Software and the Shark Experience is the property of CCL and is shared with channel partners to enhance CCL's product offerings. Data is also shared with Shark Experience sponsors and advertisers to support the Shark Experience offering. Data regarding end users (i.e., golfers) will be shared with Customer at Customer's request. Customer agrees to: (i) implement sufficient privacy controls to protect such data; (ii) only use such data for its own purposes; and (iii) not sell or provide any such data to third parties.
5. Taxes. All payments made under this Agreement shall be net to CCL. Customer shall pay all taxes, tax pass along, assessments, and any sales, use, personal property, privilege, value-added taxes, import duties, excise taxes and import brokerage fees incurred in connection with the Visage Software, and if applicable, the Shark Experience, the Golf Cars or otherwise with respect to this Agreement. If tax-exempt, Customer agrees to provide satisfactory evidence of exemption.
6. Ownership. CCL is the owner and has title to the System. The only right, title or interest Customer shall have in the System shall be under the terms of this Agreement. This is a rental of personal property and Customer agrees to do everything necessary or reasonably requested by CCL to ensure that the System shall be considered and remain personal property. Customer shall, at its own expense, keep the System free and clear of all liens, charges, claims and other encumbrances. CCL may encumber, sell, lease, or otherwise finance the System, although such actions will not relieve CCL of its obligations under this Agreement. Customer agrees to execute and deliver from time to time as requested any document necessary or desirable to evidence CCL's or its assigns ownership of and all rights to the System. CCL or its assigns may, upon notice to Customer, enter onto Customer's property and remove the System following the termination of this Agreement or at any other time authorized by this Agreement or by law. Without limiting the generality of the foregoing, to secure Customer's payments under this Agreement, Customer agrees to give CCL a security interest in the System and all additions, attachments, updates, accessories and substitutions to it. Customer agrees to any assignment of that security interest.
7. Customer Responsibilities. Customer hereby agrees to the following responsibilities as a part of this Agreement:
  - 7.1. Customer agrees to store safely and properly secure the System in a reasonably safe area protected from the weather when not in use.
  - 7.2. Customer shall not install software unauthorized by CCL on the System.
  - 7.3. Customer assumes responsibility for all risk of loss to the System and all of its components from the time any of the components arrive at the Customer's premises. Customer shall procure "All Risk" property loss (personal business property & equipment) and general public liability insurance covering the system and its use and shall name Club Car, LLC and its assigns as additional named insured and loss payee. Customer shall provide CCL with certificates or other evidence of insurance, acceptable to CCL, before this Agreement Term begins.
  - 7.4. Customer shall use the System in accordance with all applicable laws, statutes, rules, and regulations ("Laws") pertaining to operation and use of the System or the Golf Cars and is responsible for ensuring compliance with Laws during the Term (and any extensions) of this License Agreement.
  - 7.5. If requested, Customer will reasonably cause third-parties to execute any leasehold or other waivers regarding the attachment of the System components to any vehicle, or other attachment to property.
  - 7.6. At the termination of this Agreement, in case of default, if not extended, or otherwise modified, Customer agrees to provide CCL with reasonable access to Customer's facility for removal of the System. Customer shall be responsible for repair or replacement of any damaged or missing System components.
8. Maintenance Service. CCL shall provide service based on the Service Terms and Conditions, set forth in Exhibit B, for a period beginning with the Date of Delivery and ending at the conclusion of the Term.
9. Software License. Customer understands that CCL does not sell its software. For the Term, CCL grants Customer a limited nontransferable, non-exclusive license to use the Visage Software and the Shark Experience only in conjunction with the System and only as expressly authorized in this Agreement. "Visage Software" means system software included with the System provided to Customer and the features selected by or provided to Customer hereunder. Customer shall (i) hold Visage Software and the Shark Experience in confidence and not disclose it to anyone other than its employees and consultants who require disclosure in connection with

Customer's use of the Visage Software and Shark Experience and who are subject to confidentiality obligations in substance at least as strict as these, (ii) not print, copy, modify, translate, alter, reverse compile, decompile or reverse engineer Visage Software or the Shark Experience, (iii) not remove any Club Car or Verizon copyright, trademark or other proprietary notice from Visage Software or the Shark Experience and shall reproduce all such notices on copies made by Customer, (iv) not transfer Visage Software or the Shark Experience or assign any license or rights regarding the Visage Software or Shark Experience; (v) not permit unauthorized access to Shark Experience or interfere with security technologies employed by Shark Experience to prevent unauthorized access; and (vi) use content made available through Shark Experience in any manner that constitutes an infringement of third party intellectual property rights, including under U.S. copyright law.

10. Delinquency Charges. Payments not paid by 10 days after the Payment due date are subject to a late payment fee of five percent (5%) of the Payment amount, or the maximum percentage allowed under applicable laws, whichever is less. Should any fee paid by Customer under this Agreement result in interest in excess of the maximum lawful rate, then such excess shall be automatically credited to Customer.

11. Events of Default and Remedies.

11.1. In the event that Customer violates any provision of this Agreement (including non-payment) and such violation continues for a period of at least twenty (20) days after notice in writing of such default from CCL, Customer shall be deemed to be in default and CCL may (at its sole election), in addition to any other legal or equitable remedy permitted by law:

11.1.1. disable or remove the System;

11.1.2. terminate this Agreement and Customer's rights herein and retain any and all prior payments paid to CCL by Customer ("Termination").

11.1.3. In the event of termination of this Agreement, whether due to an Event of Default or otherwise, if Customer does not allow CCL onto the Golf Course to de-install the System as required by 7.6 above, and does not otherwise make the System available to CCL to de-install, in addition to any other rights or remedies available to CCL, Customer shall pay to CCL any and all costs incurred by CCL in collecting its System and any other amounts due to CCL, including without limitation all legal fees and costs, whether or not suit is commenced, and further, in addition to the foregoing, Customer will pay the full monthly payment multiplied by 1.5 for each and every month after termination hereof that CCL is without possession of the System.

11.1.4. This Section 11.1, without limitation, shall survive termination of this Agreement.

11.2. In addition to the other events of default under this Agreement, either party shall be in default if (i) a petition in bankruptcy is filed by either party; (ii) if a petition in bankruptcy is filed against either party and is not dismissed within 30 days of the date it is filed; or (iii) if a party has a receiver appointed or makes an assignment for benefit of creditors.

12. Assignment. Customer acknowledges that CCL may assign to a successor all or any part of its right, title and interest in this Agreement and hereby consents to such assignments. In case of such assignment, Customer agrees to continue to perform all of its obligations under this Agreement.

13. Notice. All notices required, permitted or given in accordance with the provisions of this Agreement shall be in writing, and either hand-delivered or delivered by recognized overnight courier to the offices listed in the first paragraph of this Agreement or such other address as either party may designate by notice as specified in this section.

14. Warranty; Disclaimer; Limitation of Liability.

14.1. Provided that the System is maintained properly pursuant to Customer's obligations under this Agreement, CCL warrants that the installed System will provide distance measurements within established performance parameters pertaining to System components when the System is operated under conditions that are typically encountered on a golf course, specifically but without limitation: clear access to satellites and reasonably clear weather with temperatures between 32°F and 120°F. Customer acknowledges that GPS-produced distances are subject to a margin of error. Customer further acknowledges that terrain and topography affect the margin of error on a particular GPS receiver and that the margin of error may be increased under certain topographical conditions. WARRANTIES CONTAINED IN THIS SECTION 14 ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE GOVERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED WARRANTY PROVISIONS SHALL BE CCL'S SOLE LIABILITY WITH REGARD TO THE SYSTEM. CCL SHALL, IN NO EVENT, BE LIABLE FOR DAMAGES, FOR LOSS OF PROFIT, GOODWILL, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE SUFFERED BY CUSTOMER OR ITS CUSTOMERS AS A RESULT OF THE USE OF THE SYSTEM RENTED UNDER THIS AGREEMENT, EVEN IF DAMAGES COULD HAVE BEEN FORESEEN AND WHETHER OR NOT

CCL HAS BEEN APPRISED BY CUSTOMER OR ITS CUSTOMERS FOR THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S EXCLUSIVE REMEDY UNDER THE LIMITED WARRANTY PROVISIONS SHALL BE LIMITED TO, AT CCL'S OPTION, REPAIR, PERFORMANCE, ADJUSTMENT AND/OR REPLACEMENT, OR ANY COMBINATION THEREOF IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OR COST OF SERVICES PROVIDED, AS REASONABLY DETERMINED BY CCL, PROVIDED, HOWEVER, THAT CCL HAS RECEIVED WRITTEN NOTICE OF ANY SUCH WARRANTY CLAIM, SPECIFYING THE NATURE THEREOF, WITHIN THE APPLICABLE WARRANTY PERIOD. THESE WARRANTIES ARE MADE ONLY TO CUSTOMER AND ARE NOT TRANSFERABLE TO ANY OTHER PERSON OR ENTITY. ALL WARRANTY CLAIMS MUST BE MADE BY AN AUTHORIZED REPRESENTATIVE OR AGENT OF CUSTOMER. EXCEPT AS OTHERWISE PROVIDED HEREIN, CCL SHALL NOT BE LIABLE TO CUSTOMER, OR ANY OTHER PERSON OR ENTITY, FOR ANY CLAIM OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE FURNISHING OF MATERIAL AND SERVICE SOLD HEREUNDER UPON WHICH ANY CLAIM OF WARRANTY LIABILITY IS BASED.

- 14.2. CCL MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE WIRELESS SERVICE PROVIDED BY VERIZON WIRELESS.
- 14.3. CCL WILL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER:
  - 14.3.1. FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (i) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS SERVICE; OR (ii) FAILURES OR DEFECTS IN THE VERIZON WIRELESS NETWORK OR SYSTEMS.
  - 14.3.2. FOR CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING USE OR INABILITY TO USE THE SHARK EXPERIENCE, THE WIRELESS SERVICE OR EQUIPMENT, RELIANCE ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
- 14.4. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, ANY END USER, OR ANY OF THEIR RESPECTIVE EMPLOYEES OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
- 14.5. ALL LIMITATIONS OF LIABILITY AND DISCLAIMERS STATED IN THIS AGREEMENT ALSO APPLY TO CCL'S THIRD PARTY LICENSORS, PROVIDERS, PARTNERS, AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.
15. General. This Agreement, together with the exhibits and schedules referred to in it, constitutes the entire agreement between the parties pertaining to the within subject matter and supersedes any prior understandings oral or written. This Agreement may not be varied, modified, or amended except in writing signed by the parties. Waiver by either party of any breach or violation or default of any provision of this Agreement will not operate as a waiver of such provision or of any subsequent breach or violation or any default. The failure or refusal of any party to exercise any right or remedy shall not be deemed to be a waiver or abandonment of any right or remedy. If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable. The headings in the Agreement are for convenience of reference only and do not constitute a part of it. The headings do not affect its interpretation. This Agreement shall be governed by and construed in accordance with the procedural and substantive laws of the State of Georgia. This Agreement may be executed by facsimile and/or electronic signature. The parties agree that this Agreement was fully negotiated by the parties; therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision. All work performed by CCL in connection with the services to be performed under this Agreement shall be performed by CCL as an independent contractor and not as the agent of Customer. CCL may subcontract any or all of the work to be performed under this Agreement but shall retain full responsibility for the work so subcontracted.

## Shark Experience Rider

This Agreement includes a no-cost subscription to the Shark Experience. The Shark Experience will have sponsored content (as detailed below). Also, there may be paid advertising within the media content. Customer acknowledges and agrees Customer's ability to display marketing or advertising on the Visage System will be limited to 6 display opportunities per 18 holes (3 per 9 holes). Such displays will be limited to internal promotions at the Golf Course and shall not promote the good or services of any third party. Club Car and GN Media each reserve the rights to revise the Shark Experience and Visage Software such that features and/or content are added or removed at their sole discretion and any such revisions shall not be deemed a breach of this Agreement.

### Definitions

1. "Shark Experience" means a multi-faceted application developed by GN Media and delivered by the Visage display unit on CLUB CAR® golf cars to engage and entertain golfers during a round of golf, and which includes Media Services.
2. "Media Services" means, without limitation, cached video and streaming audio content, providing radio broadcasts of live sports, breaking news and sports updates, shows, golf tips, music, and sports scores.
3. "Shark Experience" means enabling the respective features (as defined below) for all connected Golf Cars at the course to receive the Shark Experience.

### Shark Experience Package

<ul style="list-style-type: none"><li>• Bluetooth Pairing,</li><li>• Sports Ticker &amp; Stats,</li><li>• Weather Temp,</li></ul>	<ul style="list-style-type: none"><li>• Entertaining Videos,</li><li>• Streaming Radio,</li></ul>	<ul style="list-style-type: none"><li>• Greg Norman Golf Tips.</li></ul>
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*Sponsored Content will be included in multiple areas of the Shark User Interface:*

Shark HOME page (rotating carousel and banner ads)

Shark GOLF Page (rotating vertical 1/6<sup>th</sup> page ads)

Shark MUSIC Page (rotating banner ads)

## EXHIBIT A

### Fleet Management Modules

The Club Car Connect golf car with Shark Experience comes standard with the Visage System, the Standard Connectivity and Golfer Experience Modules. Refer to page 1 for Fleet Management features included in the Agreement, additional features are available for subscription.

**Standard Connectivity Module:**

<ul style="list-style-type: none"> <li>Battery status indicator and vehicle "on charge" display,</li> <li>Vehicle status – on-charge,</li> <li>Service notifications – battery levels and faults,</li> <li>Odometer (miles, hours &amp; amp hours),</li> <li>Serial number and model year,</li> </ul>	<ul style="list-style-type: none"> <li>Broadcast messaging such as promotions, weather alerts,</li> <li>Electronic info holder with players' names and messaging,</li> </ul>	<ul style="list-style-type: none"> <li>Electronic scorecard: Request email or print at end-of-round,</li> <li>Email address report.</li> </ul>
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**Connected™ Car Tracking Module:**

<ul style="list-style-type: none"> <li>Real-time position of vehicles and equipment,</li> <li>Find car – current or last known location (worldwide),</li> <li>Vehicle drive history,</li> <li>Pace-of-play tracking,</li> </ul>	<ul style="list-style-type: none"> <li>Pace notifications,</li> <li>Pace-of-play reporting,</li> <li>Marshal car mode to include messaging to marshal,</li> <li>Rounds played reporting.</li> </ul>	<ul style="list-style-type: none"> <li>Pop-up notifications- pace-of-play,</li> <li>Real-time messaging to and from clubhouse,</li> <li>Message logs.</li> </ul>
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**Connected™ Car Control Module:**

<ul style="list-style-type: none"> <li>Fleet lockdown,</li> <li>Vehicle staging,</li> <li>Max speed setting (Electric car only),</li> <li>Action zone control:             <ul style="list-style-type: none"> <li>Gas cars – stop/reverse,</li> <li>Electric cars - stop/reverse and variable speed control,</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Action zone messaging,</li> <li>Geofence,</li> <li>Anti-tamper,</li> <li>Vehicle grouping by department, vehicle type, membership, marshal, etc.,</li> </ul>	<ul style="list-style-type: none"> <li>Pop-up notifications – action zone violation,</li> <li>Car path only,</li> <li>Visual notification – vehicle speed change or action zone violations.</li> </ul>
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**Golfer Experience Module:**

<ul style="list-style-type: none"> <li>Dynamic distances to pins and points of interest,</li> <li>Touch screen for distance,</li> <li>Tee shot distance,</li> </ul>	<ul style="list-style-type: none"> <li>Blind tee shot,</li> <li>Pin placement manager,</li> <li>Food &amp; Beverage Ordering.</li> </ul>	
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<p><b>Tournament Connect:</b></p> <ul style="list-style-type: none"> <li>Provides interface to leading Tournament Management providers.</li> </ul>		
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**VISAGE AdMan (Ad Manager) :**

<p><b>Shark Experience:</b></p> <ul style="list-style-type: none"> <li>Limited to 6 display opportunities as defined on the Shark Experience Rider.</li> </ul>		
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## EXHIBIT B

### Service Terms and Conditions

1. Scope of Service.
  - 1.1. **Defective Components.** CCL shall provide maintenance service as provided for in paragraph 2.3 and 2.4 below, at its expense, to repair, modify or replace the Visage GPS system (inclusive of the Software, the "System") components, as necessary that are defective in workmanship ("Service"). CCL does not warrant that the operation of the System shall be uninterrupted or completely error-free.
  - 1.2. **Exclusions.** Service shall not include, and CCL shall not be liable for any interruption in service, delay in the delivery, or disruption of performance of the System resulting from: (1) maintenance, repair or replacement of parts damaged or failing to operate due to acts of God, including without limit storms, atmospheric disturbances, lightning, fire, hail, and flood; acts of government, including war; catastrophes, accident, neglect, misuse, failure of satellites, failure of electrical power, fault or negligence of Customer, causes external to the System or from any other cause beyond the control of CCL; (2) service and repair of accessories, attachments, or any other devices that are not part of the System; (3) changes, modifications or alterations in or to the System required due to new construction or changes to the golf course or facilities; (4) graphical changes after acceptance of the System, (5) software damage caused by unauthorized use.
2. Customer Responsibilities
  - 2.1. **Problem Notification.** Customer agrees to promptly notify Customer Support in the event of any System or component failure and provide diagnostic assistance to support CCL's service efforts.
  - 2.2. **To Contact Customer Support.** Customer shall have reasonable access to Customer Support during business hours. Customer Support provides user support, troubleshooting, and diagnostic assistance and is Customer's point of contact for reporting system problems or requesting service.
    - a. For all routine requests and status inquiries, contact Customer Support via email to sar-cams@clubcar.com.
    - b. To report emergency or critical system issues, contact Customer Support by calling the toll-free Customer Support line at 888-575-2901.
  - 2.3. **Component Replacement.** Customer agrees to perform the task of changing out replacement components provided by CCL. Customer will be billed for repair or replacement of returned components that have been damaged.
  - 2.4. **RMA request for defective components.** A Return Materials Authorization number (RMA) is required for the return of any defective component. To obtain an RMA, Customer must contact the Customer Support center at 888-575-2901. If Customer Support determines that the component must be returned for repair, Customer Support will issue an RMA. Customer is then responsible for properly following procedures for returning components as instructed by Customer Support. Any request for special handling such as expedited repair, overnight return delivery, or non-business day delivery may be subject to additional charges billable to Customer. Customer agrees to pay for shipment of components returned to CCL. CCL agrees to pay for return shipment to Customer.
  - 2.5. An **unrestricted broadband internet connection at each location on the Golf Course that needs access to the Visage System (including F&B order fulfillment)** for the duration of this Agreement for System installation, monitoring and maintenance service. The internet connection must provide the following minimum speeds:

	Minimum	120 carts or more	160 carts or more
Download speed (Mbit/sec):	1.5	2.25	3.0
Upload speed (Mbit/sec):	0.5	0.75	1.0
  - 2.6. Battery power to the Golf Car-mounted units at all times, and Customer agrees to allow power to be drawn for wi-fi access points and other System equipment as needed.

3. Definition of Service Elements

- 3.1. Remote Diagnostics. CCL accesses the course System via the Internet to perform system diagnostics, remote health monitoring or specific troubleshooting procedures to detect, identify or correct failures.
- 3.2. Software Updates and Enhancements. CCL shall provide software maintenance for the System Software. Software maintenance provides for bug fixes, patches, corrections, updates and enhancements as available. Software updates do not include new software features or hardware product offerings that are sold separately.
- 3.3. On-site Service. If a problem cannot be resolved through telephone support or by shipping a replacement component, CCL may dispatch a technician to Customer's site to address the problem. On-site services including labor, materials, and reasonable travel expenses are chargeable for site visits that result from problems excluded from Service (defined in section 1.2 above). Customer agrees to provide reasonable access to on-site facilities to CCL, Verizon or its agents to address system performance problems and enhancements as required.
- 4. Force Majeure. CCL shall not be liable for any interruption in service, delay in the delivery, or disruption of performance of the System resulting from any cause beyond its reasonable control or caused by acts of God, acts of Customer, acts of civil or military authorities, fires, strikes, floods, epidemics, governmental rules or regulations, war, riot, delays in transportation, or shortages.
- 5. Pricing of Additional Services. Services not covered under these Service Terms and Conditions or that may be requested from time to time are available according to the prices and terms below. All prices and terms for additional services are subject to change. For orders up to US\$1,500, CCL will provide services upon receipt and confirmation of the order. Payment will be due upon delivery of services. For orders of US\$1,500 or more, CCL requires a signed purchase order or a deposit payment equal to 50% of the order price with the final payment due upon delivery of services. CCL at its sole discretion reserves the right to hold orders for accounts that have outstanding payables beyond terms. Scheduling of services depends on material lead-times and the backlog of service orders at the time of order confirmation.

**Description**

**Prices (USD)**

Graphical Changes

\$65 / half hour

Mapping Changes

\$65 / half hour plus travel and expenses at reasonable cost

Graphics Media  
(Raw data files for Customer's use)

3D Video Flyovers: \$1,000/14-hole set; \$500/ additional 7-hole set  
2D Hole Images: \$500/18-hole set; \$250/ additional 9-hole set  
2D VCC Course Map: \$200

On-site service for items not covered under Service (due to external causes or at customer's request for additional services)

\$400 per half day on site plus \$40 per hour travel time to and from site plus travel and expenses at reasonable cost; plus, any applicable material charges.

Repair of GPS unit for damage not covered under Service

Level 1: \$100 - Damage to exterior plastic housing. Does not include damage to the touch screen or LCD display,  
Level 2: \$200 - Broken or cracked touch screen or LCD display,  
Level 3: Complete loss including water damage or damage to internal components.

Replace with refurbished VDU \$600  
Replace with new VDU \$800

Fleet Replacement Like-to-Like car changeover; (i.e. Club Car Tempo electric to Club Car Tempo electric which requires no additional or replacement mounting hardware), Customer may select option a or b (90 days advance notice required):

- a- By Customer (2-3 people) + 1 CCL employee \$20/unit plus travel and expenses at reasonable cost
- b- By CCL (2-3 people) on-site \$42/unit plus travel and expenses at reasonable cost

Fleet Replacement different type cars (90 days advance notice required):

Quoted on case by case basis

## EXHIBIT C

### Visage License and Service Agreement – Seasonal Payments

Payments shall commence upon the Date of Delivery and continue for the Term according to a 6on/6off seasonal schedule. Payments are due in **May, June, July, August, September, and October**, no payments are due in November, December, January, February, March, and April.

## Insurance Instructions

Customer: Bartlett Hills Golf Club

Equipment Location: 800 West Oneida Avenue, Bartlett, IL 60103

The Customer has entered into an agreement with Club Car, LLC ("CCL") for the following equipment.

CCL requires certain insurance coverage for the Term of the Agreement. The required insurance includes:

- A. "All Risk" personal business property and equipment insurance covering the complete System including stationary equipment and mobile GPS displays mounted on vehicles (as listed in the Agreement) owned by or in which CCL has a security interest, in an amount not less than the full replacement value of the equipment, with **Club Car, LLC** named as **loss payee**.  
Replacement values: Stationary and wireless equipment \$5,000; Mobile equipment: GPS displays mounted on vehicles – \$800/unit.
- B. Public Liability Insurance naming **Club Car, LLC** as an **additional insured** with the proceeds to be payable first on the behalf of CCL to the extent of its liability, if any. The amount of the Public Liability Insurance shall not be less than \$1,000,000.00, combined single limit.
- C. Each policy shall provide that: (i) CCL will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering CCL shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against CCL for any violation of any term of the policy of the Customer's application therefore.

A certificate evidencing such coverage should be emailed or faxed to Club Car at:

sar-pmg@clubcar.com

(480) 383-6799 (Fax)

Club Car, LLC  
1074 N. Orange Ave  
Sarasota, FL 34236

## AUTOMATIC PAYMENT PLAN

### Electronic Funds Transfer Enrollment

Thank you for requesting automatic withdrawal of payments for your Agreement. To commence this service, please complete this form and include a copy of a voided check to us at (480) 383-6799 (Fax) or send via email to sar-pmg@clubcar.com.

Authorization:

Customer hereby authorizes Club Car, LLC ("CCL") to deduct all payments when due under this Agreement, according to the terms and conditions of the Agreement from the account listed below by electronic funds transfer for the Term of the Agreement.

Authorized Signer's Name																																	
Name on Bank Account																																	
Transaction Date	1 <sup>st</sup> Day of Month																																
Payment Amount	\$ _____															(Applicable tax will be added to this amount)																	
Bank Account Number																																	
Routing Number (ABA)																																	
Account Type	<input type="checkbox"/> Checking											<input type="checkbox"/> Savings											<input type="checkbox"/> Other:										
Complete Name of Bank																																	
Mailing Address of Bank																																	
SWIFT Code (Non-US)																																	
Date and Signature																																	

Date

Bank Signature of Depositor