

D'Aloia, Christina A.

From: countyclerk
Sent: Monday, August 26, 2019 8:24 AM
To: D'Aloia, Christina A.
Subject: FW: OPRA request - Golf Now Junket

-----Original Message-----

From: David Mathews <opra+request-7018-090f41ff@requests.opramachine.com>
Sent: Saturday, August 24, 2019 9:50 PM
To: countyclerk <countyclerk@co.bergen.nj.us>
Subject: OPRA request - Golf Now Junket

Dear Bergen County,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

All e-mails send to or from the following e-mail accounts parksdirector@co.bergen.nj.us, or JGkoth@co.bergen.nj.us, to or from Cara.Huff@golfchannel.com, joseph.delrossi@golfchannel.com with the word "ORLANDO" between the time period of January 1st 2017 and October 1st 2017.

Yours faithfully,

David Mathews

Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-7018-090f41ff@requests.opramachine.com

Is countyclerk@co.bergen.nj.us the wrong address for OPRA requests to Bergen County? If so, please contact us using this form:

<http://smtp1.co.bergen.nj.us:32224/?dmVyPTEuMDAxJiY3Y2UwNjc1ZDhNzczNjMwMD01RDYxRTUzNi85MDYyN18xOTY2OV8xJiY2YTJYNTYyN2RkZGI1NzQ9MTEyMiYmdXJsPW0dHBzJTBJTJGJTJG3ByYW1hY2hpbmUIMkVjb20IMkZjaGFuZ2UINUZyZXF1ZXNOJTJGbmV3JTNGYm9keSUzRGJlcmdlbiU1RmNvdW50eQ==>

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<http://smtp1.co.bergen.nj.us:32224/?dmVyPTEuMDAxJiY3Y2UwNjc1ZDhN2MzYjNkMT01RDYxRTUzNi85MDYyN18xOTY2OV8xJiY4ZWJjMDViNjlkMWE3NjQ9MTEyMiYmdXJsPW0dHBzJTBJTJGJTJG3ByYW1hY2hpbmUIMkVjb20IMkZoaWwJTGb2ZmaWNlcnM=>

View this OPRA request & responses online:

<http://smtp1.co.bergen.nj.us:32224/?dmVyPTEuMDAxJiY3Y2UwNjc1ZDhNjYzYjIwMT01RDYxRTUzNi85MDYyN18xOTY2OV8xJiZkYTFkYzQ5MjBkZmFiNmQ9MTEyMiYmdXJsPW0dHBzJTBJTJGJTJG3ByYW1hY2hpbmUIMkVjb20IMkZyZXF1ZXNOJTJGZ29sZiU1Rm5vdyU1Rmp1bmtldA==>

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

D'Aloia, Christina A.

From: Huff, Cara (NBCUniversal) <Cara.Huff@golfchannel.com>
Sent: Thursday, September 28, 2017 2:59 PM
To: **Cara Huff** Polito, Mark
Cc: Sr. Regional Sales Manager- Mid-Atlantic McGovern, Thomas; Director, Parks; Koth, James G.
Subject: Tel: 240.429.5722 Re: Answers On-Boarding Call
Attachments: www.business.golfnow.com image001.jpg
GolfNow Cares Partner Support
(844) 800-GOLF • 24|7|365

Great! Sounds good! I will have the call-in information sent out ASAP.

Thanks!

Cara Huff
Sr. Manager, Technology Sales NE
[7580 Golf Channel Drive](#)
[Orlando, FL 32819](#)
Tel: [+1 240.429.5722](tel:+12404295722)
GolfNow Cares Partner Support
(844) 800-GOLF • 24|7|365

Sent from my iPhone

On Sep 28, 2017, at 2:50 PM, Polito, Mark <mpolito@co.bergen.nj.us> wrote:

I'm here

From: Huff, Cara (NBCUniversal) [<mailto:Cara.Huff@golfchannel.com>]
Sent: Thursday, September 28, 2017 2:50 PM
To: McGovern, Thomas; Polito, Mark; Director, Parks; Koth, James G.
Subject: RE: Answers On-Boarding Call

Does 11:30 work tomorrow for everyone? Should only be about 30 mins.

Let me know. Thanks!

<image001.jpg>

From: McGovern, Thomas [<mailto:tmcgovern@co.bergen.nj.us>]
Sent: Thursday, September 28, 2017 2:32 PM
To: Huff, Cara (NBCUniversal)
Subject: RE: Answers On-Boarding Call

I am available all day friday. Tom

Sent from my Verizon 4G LTE smartphone

----- Original message -----

From: "Huff, Cara (NBCUniversal)" <Cara.Huff@golfchannel.com>

Date: 9/28/17 1:39 PM (GMT-05:00)

To: "Koth, James G." <JGKoth@co.bergen.nj.us>, "Director, Parks"

<parksdirector@co.bergen.nj.us>, "Polito, Mark" <mpolito@co.bergen.nj.us>, "McGovern, Thomas" <tmcgovern@co.bergen.nj.us>

Subject: Answers On-Boarding Call

Jim, Tom, Mark;

Is there any way we can all jump on a call at some point tomorrow to discuss a few details needed from the Answers Team with regards to the Call Reservation Center. We have shared all the details (rates, rules, booking windows, etc.) that you shared with us for the tee-sheet/POS, so it should be too long as a majority of the information they need has already been passed along.

In addition, it would be very beneficial to have the person(s) that would either have control of the phone system or at least a main liaison that would have the contact information for the phone vendor / company. Or, if you just have an invoice from the phone company, you can just forward that along to me.

We are completely flexible on time, but would really like to make this happen tomorrow to be sure you guys are all set for Monday and next week. Please advise ASAP.

Thanks SO much!

<image001.jpg>

Cara Huff

Sr. Regional Sales Manager- Mid-Atlantic

Tel: 240.429.5722

www.business.golfnow.com

D'Aloia, Christina A.

From: Huff, Cara (NBCUniversal) <Cara.Huff@golfchannel.com>
Sent: Thursday, September 28, 2017 12:55 PM
To: Konner, Jared (NBCUniversal)
Cc: parksdirector@co.bergen.nj.us; Koth,James G. (JGKoth@co.bergen.nj.us); Polito, Mark(mpolito@co.bergen.nj.us); tmcgovern@co.bergen.nj.us; Grazulewicz, John(NBCUniversal)
Subject: Re: **Bergen County Installation Schedule and Action Item List**
Attachments: image001.jpg; image8f2f7a.JPG

Team,

Tom, just wanted to let you know, no word yet on the Customer database and gift card info from UsE.

Keep us posted on what else you need from us.

Thanks!

Cara Huff
Sr. Manager, Technology Sales NE
[7580 Golf Channel Drive](#)
[Orlando, FL 32819](#)
Tel: [+1 240.429.5722](#)
GolfNow Cares Partner Support
(844) 800-GOLF • 24|7|365

Sent from my iPhone

On Sep 28, 2017, at 10:04 AM, Konner, Jared (NBCUniversal) <Jared.Konner@golfchannel.com> wrote:

Hello Bergen Team,

I just wanted to confirm that on day #1 we all get started at 9am if that works (we can adjust as schedules permit for the rest of the week).

From my understanding, we'll all be meeting at the main office

Bergen County
One Bergen County Plaza
Hackensack, NJ 07601-7076

John Grazulewicz will join us a little bit later our first morning together based on the flights we were able to get booked. I'll be flying in Sunday evening as I'm coming over from the west coast.

I also wanted to take a moment to follow up with everyone to check in on progress based on the agenda provided by Cara, specifically:

- 1) Server availability – will I be able to access it today to begin pre-configuration?
- 2) Where are we at with Vantiv and the issuance of new merchant accounts?

Cara Huff
Sr. Regional Sales Manager- Mid-Atlantic
Tel: 240.429.5722
www.business.golfnw.com
GolfNow Cares Partner Support
(844) 800-GOLF • 24|7|365

3) How is progress going on the Gift Certificate/Customer Database import spreadsheets?

Thanks and I'm looking forward to working with your team over the next few weeks!

[<image8f2f7a.JPG>](#)

Jared Konner
Implementation Specialist

, BC

GolfNow Cares Partner Support
(844) 800-GOLF • 24|7|365

From: Huff, Cara (NBCUniversal)
Sent: Friday, September 22, 2017 1:01 PM
To: parksdirector@co.bergen.nj.us; Koth, James G. (JGKoth@co.bergen.nj.us); Polito, Mark (mpolito@co.bergen.nj.us); tmcgovern@co.bergen.nj.us
Cc: Del Rossi, Joseph (NBCUniversal); Wellenstein, Lindsey (NBCUniversal); Konner, Jared (NBCUniversal); Grazulewicz, John (NBCUniversal); Hoey, Brian (NBCUniversal)
Subject: **Bergen County Installation Schedule and Action Item List**

Jim, Mark, Tom, and Team;

We are excited to move forward with our Bergen County / GolfNow Partnership! Thank you again for all your patience, time, and effort leading up to this point, and in advance, for your time and efforts over the next several weeks as we work together to make this transition as smooth as possible.

The installation team and myself had a conference call this afternoon to finalize the travel and full installation plan, which I have attached. Please review and let us know if you have any additional questions or need any further clarification.

As for the GolfNow Answers Onboarding call action item for next week, I will be in touch on Monday to set up a time for that at some point next week.

Looking forward to working with each of you!

Have a great weekend!

[<image001.jpg>](#)

D'Aloia, Christina A.

From: Huff, Cara (NBCUniversal) <Cara.Huff@golfchannel.com>
Sent: Friday, June 9, 2017 12:16 PM
To: parksdirector@co.bergen.nj.us; greiner@co.bergen.nj.us
Cc: Del Rossi, Joseph (NBCUniversal)
Subject: Fwd: RFP#:17-004 Point of Sale (POS) System – Various Locations,
Attachments: image001.jpg; ATT00001.htm; image004.png; ATT00002.htm; BID EXTENSION - Golf Now -.doc; ATT00003.htm

Jim and Gerald,

Just wanted to confirm what we need to complete to ensure the county is aware that our pricing is extended for our submitted RFP bid.

Please advise. Thanks!

Cara Huff
Sr. Manager, Technology Sales NE
7580 Golf Channel Drive
Orlando, FL 32819
Tel: +1 240.429.5722
GolfNow Cares Partner Support
(844) 800-GOLF • 24|7|365

Sent from my iPhone

Begin forwarded message:

From: "Rosen, Mary" <MRosen@co.bergen.nj.us>
Date: June 9, 2017 at 9:32:43 AM EDT
To: "cara.huff@golfchannel.com" <cara.huff@golfchannel.com>
Subject: **RFP#:17-004 Point of Sale (POS) System – Various Locations,**

COUNTY OF BERGEN
DEPARTMENT OF ADMINISTRATION AND FINANCE
PURCHASING DIVISION
One Bergen County Plaza, 3rd Floor, Hackensack, NJ 07601-7076
(201) 336-7100 / Fax (201) 336-7105

James J. Tedesco III
County Executive

Dr. Dominic J. Novelli
Purchasing Agent, CCPO QPA

Golf Now, LLC
7580 Golf Channel Drive
Orlando, FL 32819

The County of Bergen is unable to award RFP#:17-004 Point of Sale (POS) System – Various Locations, within the statutory period.

Please indicate whether or not your firm is willing to extend its RFP pricing for an additional period.

PLEASE RETURN VIA FAX NO LATER THAN 3:00 PM,,
Fax number: 201 336-7105

Golf Now, LLC.....

_____ is willing

_____ is not willing

..to extend RFP#:17-004 Point of Sale (POS) System – Various Locations, for an additional time period. RFP will then expire on June 28, 2017.

Authorized Signature: _____

Print Name: _____

Date: _____

For the County of Bergen,
Mary Cate Rosen
Buyer

D'Aloia, Christina A.

From: Huff, Cara (NBCUniversal) <Cara.Huff@golfchannel.com>
Sent: Wednesday, May 3, 2017 11:00 PM
To: parksdirector@co.bergen.nj.us
Subject: Marco?!?!

Cara Huff
Sr. Manager, Technology Sales NE
[7580 Golf Channel Drive](#)
[Orlando, FL 32819](#)
Tel: [+1 240.429.5722](#)
GolfNow Cares Partner Support
(844) 800-GOLF • 24/7/365

Sent from my iPhone

D'Aloia, Christina A.

From: Huff, Cara (NBCUniversal) <Cara.Huff@golfchannel.com>
Sent: Friday, April 28, 2017 9:56 PM
To: parksdirector@co.bergen.nj.us
Subject: Follow-up

Jim,

Great to catch up with you today! Sorry the week has been so crazy for you.

As promised, here is a re-cap of what we talked about on our call. Please feel free to reach out to me this weekend if you have any additional questions.

Cash price:

- \$6,250 per month, per course for GolfNow Marketplace, GolfNow Premium Marketing Platform, GolfNow Reservations (tee sheet/point of sale), GolfNow Answers and GolfNow Plus Brand
 - o To be paid via (3) Trade Times per day, per course, a maximum of 360 rounds per month, per course (30 days x 12 rounds per day) with at least an hour in between the trade times

Cart fee reimbursement:

- We will remit \$5.50 per trade golfer we book to cover your lease cart fees. We will remit these payments on a monthly basis and the money will be either ACH deposited (fastest) or we can send you a check.

Thanks! Look forward to hearing back from you soon! Have a great weekend!

Cara Huff
Sr. Manager, Technology Sales NE
[7580 Golf Channel Drive](#)
[Orlando, FL 32819](#)

D'Aloia, Christina A.

From: Huff, Cara (NBCUniversal) <Cara.Huff@golfchannel.com>
Sent: Wednesday, September 27, 2017 12:01 AM
To: McGovern, Thomas
Cc: Koth, James G.
Subject: Re: gift certificate and customer database

Thanks for the heads up, Tom! Will let you know when I receive it.

Also, I need to ship the hardware ASAP. The installation team would like to have it shipped to one location-can you advise where to send and to whom's attention I should send it?

Thanks so much!

Cara Huff
Sr. Manager, Technology Sales NE
[7580 Golf Channel Drive](#)
[Orlando, FL 32819](#)
Tel: [+1 240.429.5722](#)
GolfNow Cares Partner Support
(844) 800-GOLF • 24|7|365

Sent from my iPhone

On Sep 26, 2017, at 1:34 PM, McGovern, Thomas <tmcgovern@co.bergen.nj.us> wrote:

Cara,

I have requested Tom Strand from Use Direct to email you the gift certificate and customer database in .csv format. Please advise when you receive it. Thank you for your help.

Tom McGovern
Bergen County Parks/Golf

D'Aloia, Christina A.

From: Koth, James G. <JGKoth@co.bergen.nj.us>
Sent: Wednesday, June 21, 2017 4:40 PM
To: Huff, Cara (NBCUniversal)
Subject: Re: Need a Clean Cost Proposal Sheet

Trade.

James G. Koth III, PLA,ASLA
Director
County of Bergen
Department of Parks
One Bergen County Plaza, 4th Floor
Hackensack, NJ 07601
p. 201.336.7250
f. 201.336.7262
e. parksdirector@co.bergen.nj.us
w. co.bergen.nj.us/parks

On Jun 21, 2017, at 16:27, Huff, Cara (NBCUniversal) <Cara.Huff@golfchannel.com> wrote:

It's coming....

Question....do you want the cash price listed we talked about or just the trade time deal like the cost proposal originally said?

Cara Huff
Sr. Manager, Technology Sales NE
[7580 Golf Channel Drive](http://7580GolfChannelDrive.com)
[Orlando, FL 32819](http://Orlando,FL32819.com)
Tel: [+1 240.429.5722](tel:+1240.429.5722)
GolfNow Cares Partner Support
(844) 800-GOLF • 24|7|365

Sent from my iPhone

On Jun 21, 2017, at 4:14 PM, Koth, James G. <JGKoth@co.bergen.nj.us> wrote:

These things are cheap, we originally required 65"

How's it coming?

From: Huff, Cara (NBCUniversal) [<mailto:Cara.Huff@golfchannel.com>]
Sent: Tuesday, June 20, 2017 4:59 PM
To: Koth, James G.
Subject: RE: Need a Clean Cost Proposal Sheet

Will get this over to you ASAP. Getting the information on the Golf Channel.

Cara Huff
Sr. Regional Sales Manager- Mid-Atlantic
Tel: 240.429.5722
www.business.golfnow.com
GolfNow Cares Partner Support
(844) 800-GOLF • 24|7|365

And 55"? I don't even have a TV that large in my house!!! You are really testing my magic skills.....

<image001.jpg>

From: Koth, James G. [<mailto:JGKoth@co.bergen.nj.us>]
Sent: Tuesday, June 20, 2017 12:06 PM
To: Huff, Cara (NBCUniversal)
Subject: Need a Clean Cost Proposal Sheet
Importance: High

Cara:

Can you "clean-up" pages 58 & 59 from your submitted RFP to reflect the amendments we discussed and you have agreed to?

The substantive changes that were agreed to were;

1. Addition of one (1) POS station with Photo ID Equipment for a total of three (3) at Darlington GC.
2. Addition of one (1) POS station with Photo ID Equipment for a total of three (3) at Bergen County Zoo.
3. Addition of one (1) mobile POS station at the Bergen County Zoo
4. Equipment to be all-in-one CPU's with touchscreen.
5. Addition of one (1) large flat screen monitor for a total of two (2) at Darlington GC
6. No-cost upgrade to G1 system when available
7. Golf Channel Academy designation for the Golf Instructional Center at Darlington, please list the benefits that come with such designation.
8. Reimbursement of Cart costs incurred by the County associated with the trade tee times provided to Golf Now that will be due the golf cart leasing vendor.

Additionally, the #1 should be removed from after cost proposal on top of page 59, and the Golf Now Plus Service to read as included striking the 5% commission.

Lastly, in reviewing the hardware plan you forwarded, I didn't see any listing for the photo ID equipment and printers that are required by the RFP.

AND, because I know you are a magician, if we can settle on 55" flat screens vs the 65's we wanted and the 47's you suggested, that would be great.

If I have overlooked something or left anything out, please call me on my cell,



Thanks.
Jim

James G. Koth III, PLA, ASLA
Director
County of Bergen
Department of Parks
One Bergen County Plaza, 4th Floor
Hackensack, NJ 07601
p. 201.336.7250
f. 201.336.7262
e. parksdirector@co.bergen.nj.us
w. www.co.bergen.nj.us/parks

D'Aloia, Christina A.

From: Koth, James G. <JGKoth@co.bergen.nj.us>
Sent: Thursday, September 21, 2017 2:20 PM
To: Sr. Regional Sales Manager- Mid-Atlantic
Huff, Cara (NBCUniversal)
Tel: 240.429.5722
Subject: RE: **GolfNow Final Contract for Signature**
www.business.golfnow.com
GolfNow Cares Partner Support
(844) 800-GOLF • 24|7|365

When do you think you will forward the schedule?

From: Huff, Cara (NBCUniversal) [mailto:Cara.Huff@golfchannel.com]
Sent: Wednesday, September 20, 2017 5:34 PM
To: Zwillenberg, Daniel
Cc: Koth, James G.; Director, Parks; Del Rossi, Joseph (NBCUniversal); Neals, Julien
Subject: RE: **GolfNow Final Contract for Signature**

Thanks Dan! We can talk on Monday.

Have a good weekend!



From: Zwillenberg, Daniel [mailto:DZwillenberg@co.bergen.nj.us]
Sent: Wednesday, September 20, 2017 5:29 PM
To: Huff, Cara (NBCUniversal)
Cc: Koth, James G.; Director, Parks; Del Rossi, Joseph (NBCUniversal); Neals, Julien
Subject: RE: **GolfNow Final Contract for Signature**

Dear Cara,

The order form with general conditions is attached to the contract and incorporated into the Contract by Paragraph XXIII of the contract to the extent it does not conflict with the rest of the Contract. We cannot execute the order form as written, because by its terms, it negates the rest of the contract by providing that it is the complete and final agreement between the parties. I can address any other issues with you Monday.

Thank you,
Dan

From: Huff, Cara (NBCUniversal) [mailto:Cara.Huff@golfchannel.com]
Sent: Wednesday, September 20, 2017 5:17 PM
To: Zwillenberg, Daniel
Cc: Koth, James G.; Director, Parks; Del Rossi, Joseph (NBCUniversal)
Subject: Re: **GolfNow Final Contract for Signature**

Dan,

Just a quick note-there is another signature spot on Page 1 of our order form. Any chance you might be able to get that signed as well? Sorry, I should have noted that to you in my original email.

Thank you SO much!

Cara Huff
Sr. Manager, Technology Sales NE
[7580 Golf Channel Drive](#)
[Orlando, FL 32819](#)
Tel: [+1 240.429.5722](#)
GolfNow Cares Partner Support
(844) 800-GOLF • 24|7|365

Sent from my iPhone

On Sep 20, 2017, at 5:13 PM, Zwillenberg, Daniel <DZwillenberg@co.bergen.nj.us> wrote:

Dear Cara,

Please see attached agreement, signed by the Acting County Administrator on behalf of the County.
Good luck with the installation later this week. I will be back in the office on Monday.

Thank you,
Dan

From: Huff, Cara (NBCUniversal) [<mailto:Cara.Huff@golfchannel.com>]
Sent: Wednesday, September 20, 2017 4:48 PM
To: Zwillenberg, Daniel; Koth, James G.; Director, Parks
Cc: Del Rossi, Joseph (NBCUniversal)
Subject: **GolfNow Final Contract for Signature**
Importance: High

Dan,

Per our conversation earlier today, please see the attached signed agreement. Sorry for the delay-our required signer was in meetings all afternoon.

If there is any way possible to get this signed on your end before you head out for the holiday, we would be forever grateful so we can keep to our proposed timeline.

The requested (3) originals are also in the mail to you.

Thank you very much for your patience with Irma last week. Please reach out if you have any additional questions.



D'Aloia, Christina A.

From: Huff, Cara (NBCUniversal) <Cara.Huff@golfchannel.com>
Sent: Monday, September 25, 2017 11:41 AM
To: Zwillingberg, Daniel; Koth, James G.; Director, Parks
Subject: RE: **GolfNow Final Contract for Signature**
From: Regional Sales Manager- Mid-Atlantic
Phone: 240.429.5722
Website: www.business.golfnow.com
GolfNow Cares Partner Support
(844) 800-GOLF • 24|7|365

Dan,

Thank you very much-really appreciate your assistance and quick response!

Have a great week,

Cara



From: Zwillingberg, Daniel [mailto:DZwillingberg@co.bergen.nj.us]
Sent: Monday, September 25, 2017 11:37 AM
To: Huff, Cara (NBCUniversal); Koth, James G.; Director, Parks
Cc: Del Rossi, Joseph (NBCUniversal)
Subject: RE: **GolfNow Final Contract for Signature**

Dear Cara,

We are ok with annexing the additional GolfNow Answers Addendum to the contract.

Thank you,
Dan

Daniel E. Zwillingberg
Assistant County Counsel
COUNTY OF BERGEN
OFFICE OF COUNTY COUNSEL
One Bergen County Plaza, Rm. 580
Hackensack, NJ 07601
Phone: (201) 336-6970
Fax: (201) 336-6966
Email: dzwillenberg@co.bergen.nj.us



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From: Huff, Cara (NBCUniversal) [mailto:Cara.Huff@golfchannel.com]
Sent: Friday, September 22, 2017 4:34 PM
To: Zwillenberg, Daniel; Koth, James G.; Director, Parks
Cc: Del Rossi, Joseph (NBCUniversal)
Subject: RE: **GolfNow Final Contract for Signature**
Importance: High

Daniel,

I know you are out until Monday, but I wanted to bring it to your attention ASAP so it can be revised before the originals are signed next week.

In all of the shuffling of contracts, the attached GolfNow Answers (Call Reservation Center) Terms and Conditions were not attached. These terms and conditions just pertain to the Call Reservation Center we will be running for you to replace your current IVR call system. As you will see, this is just an additional page of terms and conditions to go along with our order form and standard terms and conditions already included in the contract. Usually, there are not any issues with the terms and conditions with regards to the Reservation Call Center, but please review and advise ASAP if you have any questions or concerns. I sincerely apologize that this was not caught sooner.

If everything looks good with these terms, you can print this additional page and include it with the standard terms and conditions (where it should have been), already outlined in paragraph XXIII of your contract. Once the originals are signed, send one original back to our legal team, as we discussed when we talked earlier this week, to the following address:

GolfNow Legal Department
Attn: Jamie East
7580 Golf Channel Drive
Orlando, FL 32819

Again, I am sorry for the confusion. Despite this small hiccup, we are trying to keep to the timeline and will need this Call Reservation Center up and running when we transition to the tee-sheet software. So, please let me know ASAP if you have any concerns and don't hesitate to reach out with any questions.

Thanks SO much Dan! Hope you are having a wonderful holiday!

Cara Huff

Sr. Regional Sales Manager- Mid-Atlantic

Tel: 240.429.5722

www.business.golfnow.com

GolfNow Cares Partner Support

(844) 800-GOLF • 24|7|365



From: Zwillenberg, Daniel [<mailto:DZwillenberg@co.bergen.nj.us>]

Sent: Wednesday, September 20, 2017 5:11 PM

To: Huff, Cara (NBCUniversal); Koth, James G.; Director, Parks

Cc: Del Rossi, Joseph (NBCUniversal)

Subject: RE: **GolfNow Final Contract for Signature**

Dear Cara,

Please see attached agreement, signed by the Acting County Administrator on behalf of the County. Good luck with the installation later this week. I will be back in the office on Monday.

Thank you,

Dan

From: Huff, Cara (NBCUniversal) [<mailto:Cara.Huff@golfchannel.com>]

Sent: Wednesday, September 20, 2017 4:48 PM

To: Zwillenberg, Daniel; Koth, James G.; Director, Parks

Cc: Del Rossi, Joseph (NBCUniversal)

Subject: **GolfNow Final Contract for Signature**

Importance: High

Dan,

Per our conversation earlier today, please see the attached signed agreement. Sorry for the delay-our required signer was in meetings all afternoon.

If there is any way possible to get this signed on your end before you head out for the holiday, we would be forever grateful so we can keep to our proposed timeline.

The requested (3) originals are also in the mail to you.

Thank you very much for your patience with Irma last week. Please reach out if you have any additional questions.



GolfNow Answers Reservation Center Services Addendum

In addition to the Standard Terms and Conditions, you hereby acknowledge and agree that your use of the GolfNow Answers Reservation Center Services shall be governed by the following terms and conditions as set forth below. In the event of a conflict between the terms of this GolfNow Answers Reservation Center Services Addendum and the Standard Terms and Conditions, this GolfNow Answers Reservation Center Services Addendum shall control.

Reservation Center Services are provided by a third party, W5 Golf, Inc. ("W5") under an agreement with GolfNow. The following terms govern this service between the parties.

A. DEFINITIONS:

1. "CSR" refers to a customer service representative employed by W5.
2. "PGC" refers to the participating golf course(s) on the GolfNow application for service.
3. "Booked Round" is any round reserved by a CSR at the PGC.
4. "GolfNow" refers to GolfNow, LLC.
5. "W5" refers to W5 Golf, Inc.
6. "You", "your", "Facility" and "Client" mean the business entity that signs this Agreement ("Agreement").

B. PERFORMANCE OF THE PARTIES: The parties agree to assume the following rights, duties and responsibilities:

1. Client will provide any required data connectivity at its facility for the performance of this agreement.
2. Client agrees that it will not forward its main number to W5, but shall implement an auto-attendant if all tee time calls are to be handled by the W5 reservation center.
3. Client will be responsible for any costs and fees associated with implementing call forwarding, except for toll-free charges described below.
4. Reservation Center:
 - W5 is responsible for the toll-free telephone charges associated with forwarding calls to W5, unless Client elects to use its own toll-free number.
 - W5 will, with Client or PGC, develop a telephone protocol to be used by W5 CSR's when answering telephone calls for the PGC.
 - W5 CSR's will endeavor to capture golfer data, including first name, last name, postal code, phone number, and email address.

C. CUSTOMER DATA: Golfer data collected through a Client-controlled website or by a CSR while answering reservation calls for a Client-controlled telephone number will be the exclusive property of Client and may not be used, sold or distributed by W5 or GolfNow in any manner. At the termination or expiration of the agreement, W5 shall, upon request, provide to Client a copy of all such golfer data and shall delete such data from W5's systems.

D. CONFIDENTIALITY: Each party to this Agreement shall keep confidential any information received from the other party that is not publicly available.

E. TRADEMARKS AND SERVICE MARKS: This Agreement does not give W5 or the PGC any rights in the other party's name, logo, service marks, trademarks, trade names, taglines or any other proprietary designation ("Marks").

F. NOTICES: Notices to W5 shall be sent to: W5 Golf, Inc., 19740 Governors Highway, Suite 115, Flossmoor, IL 60422. Notices to Client shall be to the address on the GolfNow application for service.

G. LIMITED LIABILITY: You agree that W5 and GolfNow are not responsible for lost revenue due to mistakes made by CSR's during a reservation.

H. INDEMNIFICATION: You agree to indemnify and hold harmless W5 and GolfNow, their subsidiaries, affiliates, licensees, successors and assigns from and against all damages, losses and expenses including, but not limited to, attorneys' fees and costs, arising from any suit or claim arising or alleged to have arisen out of: 1) any goods, services or facilities sold to or used by a golfer while on your or the PGC's premises; 2) the marketing of any goods or services; 3) the negligent or wrongful performance of, or failure to perform, by you, your agents and/or employees, any duties or obligations under this Agreement; 4) the violation or alleged violation by you, your agents and/or employees of any laws, regulations or rulings applicable to you; and 5) your breach of the Agreement.

I. LIMITATION OF LIABILITY: In no event shall W5 be liable for any special or consequential damages suffered by Client or its PGC, including but not limited to lost revenue, resulting from loss of user data, loss of service or act of God. Additionally, the accuracy of green fee pricing and other course-specific data maintained in W5 systems is the ultimate responsibility of Client, even if W5 or GolfNow staff assists with the data entry.

J. INVENTORY EXCHANGE: An inventory exchange program may be elected by Client as indicated on the GolfNow application for service. Through this option, Client provides W5 with a pre-determined amount of tee time inventory as compensation for W5's services. The following rules shall apply to the Inventory Exchange Program:

1. Unless otherwise agreed upon between W5 and Client, W5 may reserve tee times for this program up to 14 days in advance or the PGC public booking window, whichever is greater.
2. All tee times reserved through this program will be noted on the tee sheet as such.
3. Unless otherwise agreed between W5 and Client, W5 may schedule inventory exchange tee times as early as 9:30am on Weekdays and as early as 10:00am on Weekends.
4. If W5 is unable to secure an allotted tee time due to scheduled outings or events, W5 has the right to sell a replacement tee time on another date. The original date of the tee time will be noted on the replacement reservation. W5 will not have the right to any replacement tee time due to course maintenance or weather.
5. Client will not cancel, move or edit a tee time reserved by W5 through this program without first contacting W5.
6. Client will not apply a surcharge to golfers booked through this program which is not charged to regular golfers.
7. Inventory exchange tee times may be sold through birdiebug.com, W5's partner distribution network, and through the W5 reservation center when answering calls on behalf of the Client.

SERVICES AGREEMENT

THIS AGREEMENT is made this 20th day of September, 2017, between:

THE COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601-7076 (hereinafter referred to as "Bergen County"); and

GOLFNOW, LLC, a corporation with a principal place of business of 7580 Golf Channel Drive, Orlando, Florida 32819 (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, by Request for Proposal (RFP) # 17-004, advertised February 1, 2017, the County solicited proposals for a Point of Sale (POS), Identification Database, and Integrated Tee Sheet system for use in making on-line, on-site and/or voice activated reservations and purchases at various golf and other specialized facilities (the "Services"); and

WHEREAS, the Contractor submitted a proposal in response thereto; and

WHEREAS, by Resolution No. 615-17 adopted on June 28, 2017, the County awarded a contract to Contractor for the Services; and

NOW THEREFORE, the County and the Contractor, for the consideration mentioned hereto, hereby agree as follows:

I. Scope of Services

The Contractor agrees to provide the Services in accordance with all of the terms and conditions of a) the County's Request for Proposal (RFP) # 17-004, advertised February 1, 2017, including all specifications, b) the Contractor's proposal and supporting documents submitted in response thereto, as well as c) the Board of Chosen Freeholders Resolution of Award No. 615-17 adopted on June 28, 2017, all of which are incorporated herein and specifically and expressly made a part of this Agreement.

II. Term; Renewal; Termination

- (a) The initial term of this agreement shall be thirty six months, commencing on the date this agreement is executed by both parties, unless terminated sooner in accordance with RFP # 17-004.
- (b) This Agreement may be renewed at the County's option for up to two (2) additional twelve month terms. The County shall notify the Contractor of its intent to exercise this option at least thirty days prior to the termination of the then current term.
- (c) This Agreement may be terminated in accordance with RFP # 17-004.

III. Consideration

- (a) A Trade Time is defined as four (4) individual 18-hole rounds of golf. In lieu of monetary payment for performance of the Services, the Contractor shall be given the right to sell three (3) Trade Times per day per golf course, and keep the revenues therefrom. The Contractor shall not sell any tee/trade time below a floor price set by the County. Said floor price shall never be lower than the prevailing rate for a non-county registered/non-resident golfer. The floor price may change over the life of the agreement and is tied to the classifications set forth within the fee ordinance as set and adopted by the County.
- (b) Trade Times shall only be provided to the Contractor by the County on days which a golf course operates for public play. Days which a golf course may be closed to the general public due to maintenance/construction, seasonal schedule(s), outings, and other days which the general public cannot book a round of golf, no trade times will be allotted the contractor as compensation.
- (c) Trade Times offered to the Contractor by the County shall be at mutually agreed upon times and frequencies on days golf courses are operating.
- (d) The Contractor shall reimburse the County five dollars and fifty cents (\$5.50) per individual round of golf or twenty two dollars (\$22) per Trade Time for golf carts used during the Trade Times sold for the benefit of Golf Now (those Trade Times identified in paragraph III(a), above). Reimbursement shall be reconciled monthly with fees paid to the County by the Contractor by a mutually agreeable monthly date.

IV. Independent Contractor

Contractor is an independent contractor and not an employee of the County. All Contractor personnel, agents, and subcontractors, if any, shall be employees, agents or subcontractors of Contractor and not employees of the County. Contractor shall be responsible for arranging and paying all salaries, wages, employer's social security taxes, unemployment compensation insurance and similar taxes relating to its employees and shall be responsible for discharging all obligations of an employer to an employee, including, without limitation, the fulfillment of all applicable tax withholding obligations, and all obligations of a contractor to a subcontractor.

V. Intellectual Property

- (a) Contractor Software. Contractor grants the County a limited, non-exclusive, non-transferable license to utilize the software as set forth on the included Order Form attached hereto and incorporated herein as Exhibit B (the "Software"). The County may use the Software for the purpose of managing and marketing the County's golf course properties and shall not sell, sublicense, lend, or otherwise transfer the Software to others. Neither the County, nor any third party working with or on behalf of the County, 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 tee times through the

Internet or any Internet site, without the express knowledge and written agreement of Contractor. The County understands and acknowledges that all third party vendors must have a written agreement with Contractor in order to create any interface with the Software.

- (b) **Ownership of Property and Data.** All personally-identifiable customer information collected by the County or supplied to Contractor by the County (e.g., through the GolfNow booking engine, through the Software, or through direct booking or collection by the County) remains the sole property of the County, cannot be copied, sold or reused by Contractor, and will be treated as confidential business information with at least the same degree of care as Contractor's own confidential business information. All non-personally identifiable customer information supplied to Contractor by the County (e.g., anonymous survey results, general usage data), as well as all customer data obtained independently by Contractor (e.g., through an end-user booking a tee time at golfnow.com or other affiliated websites) shall be Contractor's sole property. Contractor will share with the County personally identifiable customer information obtained independently by Contractor where necessary to process the booking (e.g. name and tee time). Contractor will also share non-personally identifiable customer information pertaining to users of the County golf courses obtained independently by Contractor (e.g. demographic data). Personally identifiable customer information obtained independently by Contractor may be shared with the County should the Parties agree and obtain end-user consent for such an arrangement. County acknowledges and agrees that Contractor's sharing of personally identifiable customer information shall at all times be governed by the terms of Contractor's then current privacy policy and terms of use. All such data and information shall be shared with the County upon request and in a format usable by the County. Upon termination of this Agreement, Contractor shall cooperate with the County as necessary to export any of County's customer information and booking data in a format usable by the County.
- (c) The following shall remain the sole and exclusive property of Contractor: (a) the GolfNow Software and Services (including any of Contractor's enhancements or upgrades thereto), and all other software and materials developed, conceived, originated, prepared, generated or furnished by Contractor under this Agreement; and (b) all copyrights, trademarks, patents, trade secrets and any other intellectual property and proprietary rights in and to the foregoing.

VI. Professional Standard of Care

Services performed by the Contractor under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

VII. Mandatory Affirmative Action Requirements

Exhibit A, P.L. 1975, C. 127 (N.J.A.C. 17:27), Mandatory Affirmative Action Language, Procurement, Professional and Service Agreements, is an integral part of this Agreement, and the

Contractor agrees to abide by all conditions and terms included therein which are a requirement for its execution, in accordance with state statute.

VIII. Americans with Disabilities Act of 1990

The Contractor and the County do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. The Contractor is obligated to comply with the Act and to defend, indemnify, and hold the County harmless for any violation thereof by Contractor, its agents, employees, or subcontractors.

IX. Applicable Laws; Dispute Resolution; Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any and all claims or disputes arising out of this agreement or the performance thereof shall be adjudicated in the Superior Court of New Jersey, Bergen County Vicinage. The parties may agree, but shall not be required to submit any dispute to a non-binding alternative dispute resolution method (non-binding arbitration or mediation) prior to litigation.

X. Insurance Requirements

Prior to commencing work under this Agreement, the Contractor shall provide the County with Certificates of Insurance that fully comply with the Insurance Requirements set forth in RFP # 17-004, annexed hereto. All required insurance coverages must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions. Contractor's liability shall not be limited by the provision of any policy of insurance hereunder.

XI. Indemnification Clause

The Contractor agrees to indemnify and save harmless the County, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the Contractor or those acting under Contractor to conform to any statutes, ordinances, regulations, law or court decree. It is the intent of the parties to this contract that the Indemnitees shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

The County agrees to indemnify and save harmless the Contractor, its officers, agents and employees, hereinafter referred to as indemnitees, from all suits, including attorney's fees and costs of litigation, actions, loss damage, expense, cost of claims, of any character or on account of any act, claim or amount arising or recovered under Workers Compensation law, or arising out of failure of the County or those acting under County to conform to any statutes, ordinances, regulations, law or

court decree. It is the intent of the parties to this contract that the Indemnities shall, in all instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss or damage of any nature whatsoever.

XII. Suspension of Work

The County may, at any time, at will, and without cause, suspend, delay or interrupt any part of work for any reason whatsoever for such period of time as the County may determine by written notice to Contractor specifying the affected part of work, and effective day of such suspension, delay or interruption. Contractor shall continue the part of work not thereby affected and shall not be entitled to any additional compensation as a result of the suspension, interruption or delay.

XIII. Subcontracting; Assignment

Neither party shall subcontract or assign any interest in the Agreement without the prior written consent of the other party.

XIV. No Oral Modification

This Agreement may not be changed orally. Any modification of this contract must be in writing, and signed by the parties' authorized representatives.

XV. Confidentiality

Each party hereto acknowledges that in the course of the performance of this Agreement, it may acquire from the other confidential and proprietary information relevant to the conduct of the other's business, and each party agrees to prominently mark information it deems confidential or proprietary as "Confidential." Each party agrees to hold in confidence and not disclose to third parties such Confidential information of the other, unless and until such information otherwise becomes public through no fault of its own, or unless disclosure is required pursuant to law.

XVI. Notices

All payments, correspondence and any notice required or permitted to be given under this Agreement by either of the parties hereto shall be given by registered or certified mail or overnight delivery, postage prepaid, addressed to the party to be notified at the following address:

If to County, to: 1 Bergen County Plaza – 4th Floor, Hackensack, NJ 07601
 Attn: Director of Parks

If to Contractor, to: 7580 Golf Channel Drive, Orlando, FL 32819
 Attn: Legal Department

or to such other address as may be furnished in writing to the notifying party.

XVII. No Waiver

The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

XIII. Binding Agreement

This Agreement shall be binding on the Contractor and the County, and their respective successors and assigns.

XIX. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XX. Severability

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

XXI. Title and Headings

Titles and headings to sections or paragraphs herein are inserted merely for convenience of reference and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

XXII. Recitals

The recitals set forth above are incorporated into the body of this Agreement as if set forth at length herein.

XXIII. Incorporation of Documents

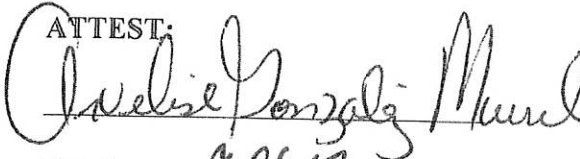
- (a) All of the terms and conditions of a) the County's Request for Proposal (RFP) # 17-004, advertised February 1, 2017, including all specifications, b) the Contractor's proposal and supporting documents submitted in response thereto, c) the Board of Chosen Freeholders Resolution of Award No. 615-17 adopted on June 28, 2017, and d) Contractor's

Order Form, together with the Standard Terms and Conditions attached thereto are incorporated herein and specifically and expressly made a part of this Agreement.

- (b) In the event of any conflict between this Agreement, or any of the foregoing documents, the documents shall control in following order of priority from first to last: This Agreement, RFP # 17-004; Resolution No. 615-17; Contractor's proposal and supporting documents; Contractor's Order Form, together with the Standard Terms and Conditions attached thereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their seals to be hereto affixed, the day and year first above written.

ATTEST:



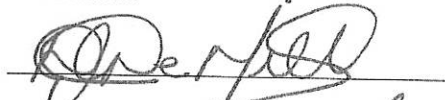
COUNTY OF BERGEN

By: 

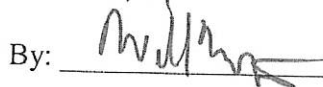
Dated: 9.26.17

James J. Tedesco, III, County Executive, or
Julien X. Neals, Acting County Administrator

ATTEST:



GolfNow, LLC

By: 

Dated: 20-SEP-17

Title: SVP

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127); N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts and Equal Opportunity Employment Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

This Order Form, together with the Standard Terms and Conditions attached hereto and incorporated herein by reference, shall constitute a binding legal agreement (this "Agreement"), between GolfNow, LLC ("GolfNow") and County of Bergen, New Jersey ("Course" – Legal Entity Name) (individually, a "Party" and collectively, the "Parties"), and is made and entered into as of the last date of the last signature written below (the "Effective Date"), and shall govern GolfNow's provision of software, marketing, and/or technology services for Course's golf courses listed below.

GolfNow: GolfNow, LLC 7580 Golf Channel Drive Orlando, FL 32819		Course (Legal Entity Name): County of Bergen, New Jersey Course (Legal Entity Address): One Bergen County Plaza, 3rd Floor, Hackensack, NJ 07601-7076	
		Course's Golf Courses: Darlington Golf Course Orchard Hills Golf Course Overpeck Golf Course Rockleigh Golf Course Valley Brook Golf Course Darlington Aquatic Facility Park Administration Bergen County Zoo	
Prepared By:	Cara Huff	Course Contact Name:	Gerald T. Reiner
Phone:	240.429.5722	Course Contact Phone:	201.336.7100
Email:	cara.huff@golfchannel.com	Course Email:	greiner@co.bergen.nj.us

TERM AND RENEWALS: The Initial Term of this Agreement shall be Three (3) Years from the Effective Date and shall be non-cancellable except as provided herein. **UPON EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW TWICE FOR SUCCESSIVE ONE (1) YEAR TERMS UNLESS OTHERWISE TERMINATED BY EITHER PARTY IN WRITING AT LEAST SIXTY (60) DAYS PRIOR TO ANY RENEWAL TERM. FOR THE AVOIDANCE OF DOUBT, THE TERM (INCLUDING SUBSEQUENT RENEWALS) SHALL NOT EXCEED FIVE (5) YEARS.**

DISTRIBUTION		PAYMENT
GolfNow Marketplace		One (1) Trade Time per day, per golf course
GolfNow Booking Engine		
GolfNow Mail		
Facebook Booking Engine		
PREMIUM OFFERINGS		PAYMENT
GolfNow Premium Marketing Platform		Included
Website Development and Hosting		
TECHNOLOGY		PAYMENT
GolfNow Reservations		One (1) Trade Time per day, per golf course
SERVICES		SERVICE OPTIONS
GolfNow Answers	Answers - Full Service	One (1) Trade Time per day, per golf course
GolfNow Plus	Plus - Brand	
[SELECT SERVICE]	[SELECT SERVICE OPTIONS]	
HARDWARE		QUANTITY
Cash Drawer	19	Included
Computer - POS	19	
EMV Pin Pad	19	
USB Receipt Printer	19	
55" Television	6	
Photo ID Printer	5	
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
MILITARY TEE TIMES		ACKNOWLEDGED
Does Course agree to grant GolfNow permission to add Course inventory to MilitaryTeeTimes.com at a fifteen percent (15%) discount relative to all inventory released and posted on golfnow.com?		NO

"GOTTA PLAY" TECHNOLOGY	ACKNOWLEDGED
Does Course agree to grant GolfNow permission to use GolfNow's "Gotta Play" Technology with the Trade Times provided under this agreement? By selecting "Yes", Course agrees to the following terms: - GolfNow's "Gotta Play" Technology will populate pre-paid Trade Time(s) at a mutually agreed upon discount rate when any tee time is selected by a user. Course and GolfNow shall also mutually agree upon the time window from which a "Gotta Play" round can be sold. - All rounds made available on GolfNow (including Course rounds and Trade Times) within the agreed upon time window will be subject to the "Gotta Play" discount. Total "Gotta Play" rounds sold in a given day may not exceed the agreed upon payment as defined in this Agreement. All rounds purchased with the "Gotta Play" discount shall be due exclusively to GolfNow for its own benefit. - Any rate/offer that is made available by Course within the mutually agreed upon "Gotta Play" time window may be sold as a "Gotta Play" round with the mutually agreed upon discount rate. By way of example, if Course adds a "meal and range balls included" offer to a round during the agreed upon time window, this package will be subject to the "Gotta Play" rate discount, all sales shall be due exclusively to GolfNow, and Course will honor, in full, all aspects of the package. - For the avoidance of doubt, Course acknowledges and agrees that "Gotta Play" rounds (including rounds with additional offerings) will be paid in full online to GolfNow for its own benefit with \$0 due at Course. "Gotta Play" rounds will also be available on Course's website.	NO

Specific Payment Terms:

TOTAL PAYMENT(s): See Specific Payment Terms Below

- In consideration for the Distribution, Premium Offerings, Technology*, Services, and Hardware listed above, Course shall provide GolfNow with Three (3) Trade Times per day, per golf course.

- In addition, GolfNow shall remit to Course Five Dollars and 50/100 (\$5.50) per round booked with cart through GolfNow's distribution channels. GolfNow shall pay Course monthly for the previous month.

*Course shall have the option to transition from the "GolfNow Reservations" Technology to the "GolfNow One" ("G1") Technology once the G1 Technology is made available by GolfNow to Course, at no additional cost to Course.

Trade Times: A single 'Trade Time' is defined as four (4) individual 18-hole rounds (with cart) made available for sale by GolfNow for its own benefit.

The tee times of the individual 18-hole rounds provided as Trade Times 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. GolfNow shall have the ability to sell Trade Times at a price that is at the discretion of GolfNow (except where mutually agreed upon). Trade Times shall be available for purchase on Course's website, golfnow.com and GolfNow's network of partner websites.

Agreed to and Accepted

Course Signature: _____

Printed Name: _____ Date: _____

GolfNow Signature: Will McIntosh

Printed Name: WILL M^CINTOSH Date: 20-SEP-17

Standard Terms and Conditions

"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 shall 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 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: (i) termination of this Agreement due to breach; or (ii) 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 Appendix A. If Course elects to charge an online fee for rounds booked on its website, GolfNow shall retain One Dollar and Twenty-Four Cents per round (\$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 Two Hundred Fifty Dollars (\$250.00) 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, along with any applicable Renewal Term, shall be for the period of time as set forth on the attached Order Form (the "Term"), and shall be non-cancellable except as provided herein. Either Party may immediately terminate this Agreement in the event that the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days' written notice of such breach. 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. 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 that may need access to such data in order to provide services.
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 this 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

Standard Terms and Conditions

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 shall 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 LIABILITIES, 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 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. The arbitrator shall have the power to award reasonable attorneys' 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 shall 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 representations 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. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation. 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 (e.g., pdf and DocuSign) sufficient to bind the Parties. Notices of either Party as required herein shall be sent to the addresses provided in the attached Order Form.

APPENDIX 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 Answers Reservation Center Services Addendum

In addition to the Standard Terms and Conditions, you hereby acknowledge and agree that your use of the GolfNow Answers Reservation Center Services shall be governed by the following terms and conditions as set forth below. In the event of a conflict between the terms of this GolfNow Answers Reservation Center Services Addendum and the Standard Terms and Conditions, this GolfNow Answers Reservation Center Services Addendum shall control.

Reservation Center Services are provided by a third party, W5 Golf, Inc. ("W5") under an agreement with GolfNow. The following terms govern this service between the parties.

A. DEFINITIONS:

1. "CSR" refers to a customer service representative employed by W5.
2. "PGC" refers to the participating golf course(s) on the GolfNow application for service.
3. "Booked Round" is any round reserved by a CSR at the PGC.
4. "GolfNow" refers to GolfNow, LLC.
5. "W5" refers to W5 Golf, Inc.
6. "You", "your", "Facility" and "Client" mean the business entity that signs this Agreement ("Agreement").

B. PERFORMANCE OF THE PARTIES: The parties agree to assume the following rights, duties and responsibilities:

1. Client will provide any required data connectivity at its facility for the performance of this agreement.
2. Client agrees that it will not forward its main number to W5, but shall implement an auto-attendant if all tee time calls are to be handled by the W5 reservation center.
3. Client will be responsible for any costs and fees associated with implementing call forwarding, except for toll-free charges described below.
4. Reservation Center:
 - W5 is responsible for the toll-free telephone charges associated with forwarding calls to W5, unless Client elects to use its own toll-free number.
 - W5 will, with Client or PGC, develop a telephone protocol to be used by W5 CSR's when answering telephone calls for the PGC.
 - W5 CSR's will endeavor to capture golfer data, including first name, last name, postal code, phone number, and email address.

C. CUSTOMER DATA: Golfer data collected through a Client-controlled website or by a CSR while answering reservation calls for a Client-controlled telephone number will be the exclusive property of Client and may not be used, sold or distributed by W5 or GolfNow in any manner. At the termination or expiration of the agreement, W5 shall, upon request, provide to Client a copy of all such golfer data and shall delete such data from W5's systems.

D. CONFIDENTIALITY: Each party to this Agreement shall keep confidential any information received from the other party that is not publicly available.

E. TRADEMARKS AND SERVICE MARKS: This Agreement does not give W5 or the PGC any rights in the other party's name, logo, service marks, trademarks, trade names, taglines or any other proprietary designation ("Marks").

F. NOTICES: Notices to W5 shall be sent to: W5 Golf, Inc., 19740 Governors Highway, Suite 115, Flossmoor, IL 60422. Notices to Client shall be to the address on the GolfNow application for service.

G. LIMITED LIABILITY: You agree that W5 and GolfNow are not responsible for lost revenue due to mistakes made by CSR's during a reservation.

H. INDEMNIFICATION: You agree to indemnify and hold harmless W5 and GolfNow, their subsidiaries, affiliates, licensees, successors and assigns from and against all damages, losses and expenses including, but not limited to, attorneys' fees and costs, arising from any suit or claim arising or alleged to have arisen out of: 1) any goods, services or facilities sold to or used by a golfer while on your or the PGC's premises; 2) the marketing of any goods or services; 3) the negligent or wrongful performance of, or failure to perform, by you, your agents and/or employees, any duties or obligations under this Agreement; 4) the violation or alleged violation by you, your agents and/or employees of any laws, regulations or rulings applicable to you; and 5) your breach of the Agreement.

I. LIMITATION OF LIABILITY: In no event shall W5 be liable for any special or consequential damages suffered by Client or its PGC, including but not limited to lost revenue, resulting from loss of user data, loss of service or act of God. Additionally, the accuracy of green fee pricing and other course-specific data maintained in W5 systems is the ultimate responsibility of Client, even if W5 or GolfNow staff assists with the data entry.

J. INVENTORY EXCHANGE: An inventory exchange program may be elected by Client as indicated on the GolfNow application for service. Through this option, Client provides W5 with a pre-determined amount of tee time inventory as compensation for W5's services. The following rules shall apply to the Inventory Exchange Program:

1. Unless otherwise agreed upon between W5 and Client, W5 may reserve tee times for this program up to 14 days in advance or the PGC public booking window, whichever is greater.
2. All tee times reserved through this program will be noted on the tee sheet as such.
3. Unless otherwise agreed between W5 and Client, W5 may schedule inventory exchange tee times as early as 9:30am on Weekdays and as early as 10:00am on Weekends.
4. If W5 is unable to secure an allotted tee time due to scheduled outings or events, W5 has the right to sell a replacement tee time on another date. The original date of the tee time will be noted on the replacement reservation. W5 will not have the right to any replacement tee time due to course maintenance or weather.
5. Client will not cancel, move or edit a tee time reserved by W5 through this program without first contacting W5.
6. Client will not apply a surcharge to golfers booked through this program which is not charged to regular golfers.
7. Inventory exchange tee times may be sold through birdiebug.com, W5's partner distribution network, and through the W5 reservation center when answering calls on behalf of the Client.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
1717 Arch Street
Philadelphia, PA 19103-2797
Attn: NBCU.Certrequest@marsh.com Fax 212-948-5143

298523-NBCU-CAS-16-17

INSURED
NBCUniversal Media, LLC
a fully owned subsidiary of Comcast Corporation
30 Rockefeller Plaza
New York, NY 10112

CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : ACE American Insurance Company

22667

INSURER B : Indemnity Ins Co Of North America

43575

INSURER C : ACE Property And Casualty Ins Co

20699

INSURER D : ACE Fire Underwriters Co

20702

INSURER E : Agri General Insurance Company

42757

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

CLE-006186983-01

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSO	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			XSLG27859264	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 4,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 4,900,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 4,900,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H09051569	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			XOO G27924840 002	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLRC49105071 (AOS) WLRC49105083 (CA, MA) SCF C49105095 (WI) WLRC49105101 (TN)	12/01/2016 12/01/2016 12/01/2016 12/01/2016	12/01/2017 12/01/2017 12/01/2017 12/01/2017	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 2,000,000 E.I. DISEASE - EA EMPLOYEE \$ 2,000,000 E.I. DISEASE - POLICY LIMIT \$ 2,000,000
A	Excess Workers Compensation			WCUC49105113 (WA)	12/01/2016	12/01/2017	Ea Acc/Dis Employee/Dis Policy \$ 2,000,000 SIR \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The County of Bergen is included as additional insured (except workers' compensation) where required by written contract with the Named Insured.

CERTIFICATE HOLDER

County of Bergen
One Bergen County Plaza, Room 580
Hackensack, NJ 07601-7076

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

Cara Huff

Sr. Regional Sales Manager- Mid-Atlantic

Tel: 240.429.5722

www.business.golfnow.com

~~D. Rossi, Christina A. Support~~

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From: Del Rossi, Joseph (NBCUniversal) <Joseph.DelRossi@golfchannel.com>
Sent: Monday, September 18, 2017 6:24 PM
To: Huff, Cara (NBCUniversal); Zwillenberg, Daniel
Cc: Koth, James G.
Subject: RE: GN Contract Status

Dan,

We should have something by end of day tomorrow. Apologies for delay due to Hurricane Irma. Our offices were closed from the afternoon of 9/8 through the afternoon of 9/13. Many didn't return to work until the 14th or 15th as they dealt with clean-up, power, roadway issues.

Thanks,
Joe



Joseph Del Rossi
Sr. Director, Area Sales

, VA

Cell: +1(203) 200-8371
Fax: +1 (407) 479-3864
GolfNow Cares Partner Support
(844) 800-GOLF • 24|7|365

From: Huff, Cara (NBCUniversal)
Sent: Monday, September 18, 2017 4:13 PM
To: Zwillenberg, Daniel <DZwillenberg@co.bergen.nj.us>
Cc: Del Rossi, Joseph (NBCUniversal) <Joseph.DelRossi@golfchannel.com>; Koth, James G. <JGKoth@co.bergen.nj.us>
Subject: RE: GN Contract Status

Daniel,

Thanks for checking in! All fared well for our team in Orlando, except a good majority of the team was without power for most the week, including our main office. With that being said, everything was put on hold last week to brace and recover from Irma.

We have reached out to our legal team for an update today and are awaiting a status update from their end.

We will update you as soon as we hear something. Thanks for your patience!



Cara Huff

Sr. Regional Sales Manager- Mid-Atlantic

Tel: 240.429.5722

www.business.golfnow.com

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From: Zwillenberg, Daniel [<mailto:DZwillenberg@co.bergen.nj.us>]

Sent: Monday, September 18, 2017 4:04 PM

To: Huff, Cara (NBCUniversal)

Cc: Del Rossi, Joseph (NBCUniversal); Koth, James G.

Subject: RE: GN Contract Status

Dear Cara,

I hope your coworkers in Florida weathered Irma well. I just want to follow up and see if you have any feedback from your team.

Thank you,

Dan

From: Huff, Cara (NBCUniversal) [<mailto:Cara.Huff@golfchannel.com>]

Sent: Thursday, September 07, 2017 6:41 PM

To: Zwillenberg, Daniel

Cc: Del Rossi, Joseph (NBCUniversal); Koth, James G.

Subject: RE: GN Contract Status

Thank you, Dan. I have sent it over to our team and we will be in touch ASAP.

Have a good night!



From: Zwillenberg, Daniel [<mailto:DZwillenberg@co.bergen.nj.us>]

Sent: Thursday, September 07, 2017 6:22 PM

To: Huff, Cara (NBCUniversal)

Cc: Del Rossi, Joseph (NBCUniversal); Koth, James G.

Subject: RE: GN Contract Status

Dear Cara,

Per our conference call this morning with you and your counsel, please see the attached proposed redlined and clean copies of the contract. After our discussion, I reread GolfNow's Standard Terms and Conditions, and found them to be closer to the concepts we discussed and agreed upon than either my original draft or your counsel's revisions. So, for the attached draft, instead of creating a redlined document from your most recent draft, I started with your Standard Terms and Conditions (paragraph 11 of Exhibit B), and inserted only those revisions I felt necessary to clarify the points we agreed upon this morning.

Please review with your counsel, and if the document meets with your company's approval, please sign and return the contract to my attention.

Cara Huff

Sr. Regional Sales Manager- Mid-Atlantic

Tel: 240.429.5722

www.business.golfnow.com

GolfNow Cares Partner Support

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Thank you for your time and attention to this matter.

Very truly yours,

Dan Zwillenberg

From: Huff, Cara (NBCUniversal) [<mailto:Cara.Huff@golfchannel.com>]

Sent: Thursday, August 31, 2017 4:57 PM

To: Koth, James G.; Zwillenberg, Daniel

Cc: Del Rossi, Joseph (NBCUniversal)

Subject: RE: GN Contract Status

Perfect. I just sent everyone an invite with the call in number information.

Thanks! Have a great holiday weekend!



From: Koth, James G. [<mailto:JGKoth@co.bergen.nj.us>]

Sent: Thursday, August 31, 2017 4:24 PM

To: Huff, Cara (NBCUniversal); Zwillenberg, Daniel

Cc: Del Rossi, Joseph (NBCUniversal)

Subject: RE: GN Contract Status

Cara:

That works, I can call in remotely on the 7th, the 6th doesn't work.

Thanks.

Jim

From: Huff, Cara (NBCUniversal) [<mailto:Cara.Huff@golfchannel.com>]

Sent: Thursday, August 31, 2017 11:44 AM

To: Zwillenberg, Daniel

Cc: Koth, James G.; Del Rossi, Joseph (NBCUniversal)

Subject: RE: GN Contract Status

Mr. Zwillenberg,

Unfortunately, our attorney is not available until after 11am on either of those days. Would 11:15 work on either of those days?

Cara Huff

Sr. Regional Sales Manager- Mid-Atlantic

Tel: 240.429.5722

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Thanks!



From: Zwillenberg, Daniel [<mailto:DZwillenberg@co.bergen.nj.us>]

Sent: Wednesday, August 30, 2017 5:54 PM

To: Huff, Cara (NBCUniversal)

Cc: Koth, James G.; Del Rossi, Joseph (NBCUniversal)

Subject: Re: GN Contract Status

Dear Ms. Cuff,

I am the County's attorney on this matter. I will be out on Tuesday. Director Koth and I are available I am available [from 10-11 on Wednesday](#) and [9-11 on Thursday](#). Do either of those times work for you?

Thank you,

Daniel E. Zwillenberg

Assistant County Counsel

County Of Bergen

Office of County Counsel

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On Aug 30, 2017, at 5:10 PM, Huff, Cara (NBCUniversal) <Cara.Huff@golfchannel.com> wrote:

All,

Our attorney is out until Tuesday. Do you have any availability next Tuesday, the 5th, after 2:30pm, for a call?

Let me know and I will get this on the books ASAP. Thank you!

Cara Huff

Sr. Regional Sales Manager- Mid-Atlantic

Tel: 240.429.5722

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From: Koth, James G. [<mailto:JGKoth@co.bergen.nj.us>]

Sent: Wednesday, August 30, 2017 4:33 PM

To: Huff, Cara (NBCUniversal); Del Rossi, Joseph (NBCUniversal)

Cc: Zwillenberg, Daniel

Subject: GN Contract Status

All:

Can we schedule a call tomorrow afternoon to talk through some of the concerns sent back by your legal dept. regarding the contract? We have a mutual interest in getting this resolved ASAP and a call would be the best way to do so.

Please Advise.

Thanks.

Jim

James G. Koth III, PLA, ASLA

Director

County of Bergen

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