

SAMPLE RANGE OWNER CONTRACT

Select Shot, LLC, is planning to partner with ranges for installation and operation of Select Shot Systems across the country. The following is a summary of items that would be included in a contract with a practice facility. The descriptions are representative of those contained within a formal agreement without necessarily repeating precise legal terminology. These descriptions are included to promote a general understanding of the actual contract terms and are intended informational purposes only.

THE RANGE OWNER AGREES TO THE FOLLOWING -REVENUE SHARE AGREEMENT-

- The owner will not modify/install or attempt to install or use any other software on the Select Shot system. This includes displaying any content whatsoever on the displays/ kiosks that have not been installed by Select Shot.
- The owner will not attempt to modify or alter in anyway the hardware provided by Select Shot.
- The owner will pay Select Shot the agreed upon yearly fee on the anniversary date of the Select Shot installation for the duration of the contract. The yearly fee will be waived for the first 3 installations.
- The owner will obtain insurance or a rider to their existing insurance policy to cover vandalism and acts of God for the equipment furnished by Select Shot.
- The owner will install electrical and Internet connections as the base infrastructure to allow Select Shot to deploy the system equipment. Select Shot will provide detailed specifications so that the range owner can easily specify and contract with professional installers to have this work completed (approximate cost \$10K - \$15K one time).
- The owner will maintain the equipment including labor and replacement parts to keep the system operational after the warranty period expires. The system is designed to be durable and to require minimal maintenance expense for many years.
- The owner will use existing range staff to operate the system including but not limited to the ball sorter, bucket maker, and recharging batteries.
- The owner will purchase new Select Shot balls as the in-service balls become worn. The price per dozen will be established and held for the duration of the contract.

- The owner will pay Select Shot the agreed amount for each bucket of balls played via electronic transfer of funds on the 1st and 3rd Friday of each month.
- The owner will notify Select Shot within 8 working hours of any malfunction of the system so the issue can be resolved.
- The owner will install or make available a dedicated communication line so that the Select Shot system can communicate with the Select Shot system headquarters on a continual basis.
- The owner will provide Select Shot with an agreed upon deposit that will be put in an interest-bearing escrow account for a duration that corresponds to the length of the agreement. This escrow fund will be returned to the owner with accrued interest at the end of the contract subject to the terms below.

It is agreed that if the owner violates the above terms and conditions, and after notification in writing to the owner, Select Shot will have the right to disable the Select Shot system at the said facility. Disabling the system is defined as disabling the computer hardware and software that operates and maintains the function of the Select Shot system. Furthermore, if the violation is not corrected within (3) business days, the owner will forfeit escrow account funds and Select Shot will be given access to remove all the Select Shot components from the facility, excluding any golf balls that have been purchased by the owner.