



NATIONAL GOLF COURSE OWNERS ASSOCIATION

Best Practices

when contracting a Third Party Tee-Time Reseller

The NGCOA recommends that golf courses opting to use Third Party Tee-Time Resellers utilize the Best Practices below to protect their business interests and manage business relationships with Third Party Tee-Time Resellers.

1. **Signed Written Contract.** All agreed upon terms and conditions should be contained in a written document signed by representatives of both parties who have authority to execute binding legal agreements.
2. **Term.** The term of the agreement should be clearly defined. The Golf Course should have the right to immediate termination with no penalty for any breach of the agreement by the Third Party. It is also in the interest of the Golf Course to incorporate in the agreement the shortest possible notice period for termination without cause.
3. **Best Rate Guarantee.** The Golf Course should contract so that their own posted rates and promotions are the best offers at all times, or equivalent to the best available. Any exceptions must require written consent in advance.
4. **Data Ownership.** The Third Party should provide unfiltered access to the Golf Course of all pertinent customer information, forwarding all such data in whatever form and timing is mutually agreed upon. The Golf Course acquires ownership of all such data immediately upon receipt.
5. **Payment Model.** Terms of payment should be clearly defined. The NGCOA recommends a commission based model which calls for a reasonable percentage paid to the Third Party on tee-times actually sold. If a merchant model is used instead (course provides tee-time at net rate to Third Party and then Third Party sells to golfer at gross rate), then a defined mark up from net to gross rates should be included in the agreement.
6. **Auction Model.** No auctioning of tee-times by the Third Party should be permitted without the expressed written consent by the Golf Course. Golf Course should in that case still provide a floor below which the round cannot be sold by the Third Party so that the course preserves its best rate guarantee.
7. **URL Ownership.** The Golf Course should own and protect its Uniform Resource Locator (URL) for all its own websites at all times.
8. **Search Engine Optimization.** To protect the Golf Course from online golfer searches being diverted away from its own websites, the Third Party should not use the Golf Course or related facility names for their own search engine optimization (SEO) without written consent from the Golf Course.
9. **Selective Inventory.** The Golf Course should retain the right to offer the Third Party only that tee-time inventory that it deems to be in its own best interest to market through the Third Party. ►



NATIONAL GOLF COURSE OWNERS ASSOCIATION

10. **Brand Protection.** The Third Party should only utilize the Golf Course's name, logo, slogans, photographs, images, marks, and promotions for the marketing purposes specified within the contract. The Golf Course retains the sole right to determine any updated presentation of these marketing properties on the Third Party website or any other marketing materials.
11. **Loyalty & Membership Programs.** Any Third Party loyalty or membership programs that leverage the customers of the Golf Course should be fully disclosed within the contract. The Golf Course should be diligent about protecting itself from any such programs that will be competing with its own loyalty or membership program.
12. **Indemnification & Regulatory Compliance.** The Third Party should protect the Golf Course from all possible liability for taxation and regulatory matters related to the resale of tee-times, both state and federal. The Third Party should be fully compliant with all relevant regulatory standards, including the Privacy Act and PCI Compliance.
13. **Additional Services.** If the Third Party is offering additional services beyond tee-time reselling, all such services and any related fees should be specified in the contract.
14. **Price Parity.** The Golf Course retains the sole right to impose price parity (same price for the same product throughout all marketing and distribution channels).
15. **Online Links.** The Third Party should be required to fully disclose all proposed links to any other sites, in writing and in advance.
16. **Transferability.** The Third Party should not be entitled to sell, give, partner, or transfer by any means its reseller services as they relate to the Golf Course to any other Third Party without the express written consent of the Golf Course. Further, the Golf Course retains the right to terminate or otherwise adjust the terms and conditions of the agreement upon any type of transfer.
17. **Exclusivity.** The Golf Course should retain the right to work with any other Third Party.
18. **Confidentiality.** The Third Party should not be entitled to a confidentiality clause that prevents the Golf Course from disclosing the terms of the agreement.
19. **Proprietary Business Information.** The Golf Course should request reasonable protection for all proprietary business information that may be exposed to the Third Party as a result of the business relationship.
20. **Support Services.** The contract should define all of the Third Party support services to the Golf Course including IT, customer relations, marketing and consultation.
21. **Legal Entity.** The contract should define the legal business configuration of the Third Party and clearly state that the Third Party will present itself as an entity separate and independent from the Golf Course.