

## **Martin County Golf Course – Terms & Conditions**

### **ACCEPTANCE**

These Terms & Conditions of Purchase and Use ('AGREEMENT') describe the terms under which the Martin County Department of Parks & Recreation ("COUNTY") offers you access to martincountygolfcourse.com (SITE) and the mobile version of the SITE and martincountygolfcourse.com services, including but not limited to information, promotions, discounts and the sale of goods and services by the SITE or the sale of goods and services by consignment, affiliate, and fundraising agents through the SITE. By using the SITE in any way, you are accepting this AGREEMENT. You have the right to refuse to agree to these terms and conditions, and as a consequence, Martin County has the right to refuse to provide goods and services to you through this SITE and to refuse your entry to or bar you from the facility or event. The County may periodically change this AGREEMENT, policies, and terms and conditions of use at any time. Any changes will be effective immediately upon public publication by any means or by posting on the SITE. This AGREEMENT (and all documents, terms, or policies incorporated by reference) constitutes the entire AGREEMENT and supersedes all prior AGREEMENTs and understandings pertaining to the SITE, whether written or oral.

To download and print a copy of this AGREEMENT, cut and paste this link [URL] into the address bar of a new browser window.

### **INDEMNIFICATION**

You indemnify, save and hold harmless the COUNTY, its elected officials, officers, employees, servants and agents from and against any and all claims, liabilities, losses and/or causes of actions and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission resulting from, or related to the use of Martin County Golf Course and the SITE including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by you or your minor child or ward or any person or property from the use of the SITE or Martin County Golf Course.

### **SERVICES PROVIDED**

The purchase of goods and services through martincountygolfcourse.com provides, as publically published by the venue or event a.) Access to the features or attractions for which the goods and services are sold, b.) Publically published enumerated benefits, c.) Published Public Hours of Operation, or d.) Admission to a special event.

## SCHEDULES & AVAILABILITY

Schedules and feature/attraction availability may be modified or temporarily adjusted without notice, though facility staff will endeavor to convey such changes in a timely manner via the SITE, email, social media, physical signs, and/or other means.

## ACCURACY

The SITE attempts to be as accurate as possible, however it does not warrant that descriptions of goods and services are accurate, complete, reliable, current, or error-free.

## SPECIAL EVENTS

Admission to activities designated as "Special Events" or the use of the venue or the venue's constituent features, attractions, enumerated, or published Public Hours of Operation, may entail incremental fees and/or requirements.

## COMPLIANCE

By using this SITE, you agree to adhere to: All posted rules; instructions of safety, security, and law enforcement personnel and facility staff and their designees; the general regulations and ordinances applicable to Martin County Parks & Recreation property and events hosted on Martin County property.

You agree that you will not make deceptive, misleading, or distorted use of SITE, including but not limited to: Registering under a false name; providing false information; using an unauthorized payment method; reproducing for sale, altering, or counterfeiting goods and services available through the SITE; using the SITE for unlawful purposes or in an unlawful manner; taking any action (as determined at the County's sole discretion) that interferes with or attempts to interfere with the SITE's Internet infrastructure or disrupts or attempts to disrupt the proper working of the SITE or any activities conducted on, through or with the SITE.

You agree that you will: Pay any and all local, state, federal, or international taxes that may be due on purchases that you make through the SITE; comply with all applicable local, state, federal and international laws, statutes and regulations regarding use of the SITE.

You agree that you assume all financial liability for any such actions by you or your agents or assigns resulting from noncompliance.

#### REFUND POLICY

The facility will operate and events will proceed regardless of weather or other conditions, unless the venue or event manager deems circumstances unsafe or inconsistent with the interests of the facility or County, in which case, Martin County Department of Parks & Recreation and Martin County Golf Course policies governing complimentary compensation, rescheduling, and refunds apply.

#### COMMUNICATION

The contact information that you provide through this SITE becomes public record subject to public records requests. You consent to receive communications from us electronically by e-mail or other Martin County Parks & Recreation Department social media or Internet-based communication channels and you agree that all AGREEMENTs, notices, disclosures or other information communicated by such means satisfy any legal requirement that such communications be in writing. You agree to receive calls, including autodialed and/or pre-recorded message calls, from martincountygolfcourse.com, Martin County Golf Course, The Martin County Department of Parks & Recreation, and The Martin County Board of County Commissioners at any of your telephone numbers (including mobile telephone numbers) that we have collected. If the telephone number that we have collected is a mobile telephone number, you consent to receive SMS or other text messages at that number or on that mobile service at your expense. We may share your telephone numbers with our service providers with whom we have contracted to assist us in pursuing our rights or performing our obligations under this AGREEMENT or our policies or any other AGREEMENT we may have with you. These service providers may also contact you using autodialed or prerecorded message calls and/or SMS or other text messages, at your expense, only as authorized by us to carry out the purposes we have identified above, and not for their own purposes. We will not share your telephone number with non-affiliated third parties for their purposes unless compelled by public records request or the action of a court.

#### USER CONTENT

When providing the SITE or Martin County Department of Parks & Recreation with text, graphics, photos, music, videos, audiovisual combinations, interactive features or other materials or content ('User Content'), through the SITE or other Martin County Parks & Recreation Department social media or electronic communication channels, you grant the County non-exclusive, perpetual, transferable, irrevocable, assignable, royalty-free, sub-licensable right and license to use, reproduce, distribute, create derivative works from, publicly perform, display, store, transmit, commercialize, or publish by any

means whatsoever such User Content, or any portion thereof, in any manner or context, in any way, in any and all media now known or hereinafter developed and on any device(s), without limitation.

## MISCELLANEOUS

Standing – The AGREEMENT shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators and assigns. No person shall have a right or cause of action arising out of or resulting from the AGREEMENT except those who are parties to it and their successors in interest.

Amendment - The Martin County Department of Parks & Recreation may amend this AGREEMENT without notice.

Assignment - You shall not transfer, assign or subcontract the performance of services called for in this AGREEMENT without the prior written consent of the County.

Relationship - Your use of this SITE DOES NOT create or imply an agency, partnership, joint venture, employer-employee, or franchisor-franchisee relationship.

Compliance with Laws - You shall, at your own expense, be responsible for complying with applicable federal, state, county and municipal laws, codes, regulations, and licensing requirements in connection with your use of the SITE.

Conflicts – Neither you nor your employees or agents shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with your conscientious performance of this AGREEMENT.

Waiver of Breach and Materiality - The County's failure to enforce any provision of this AGREEMENT shall not be deemed a waiver of such provision or modification of this AGREEMENT. A waiver of any breach of this AGREEMENT shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this AGREEMENT.

Severability - In the event that this AGREEMENT or any portion thereof is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

Applicable Law and Venue - This AGREEMENT shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this AGREEMENT shall be in Martin County, Florida.

Attorney Fees – You agree that you will bear your own attorney’s fees and court costs incurred in connection with this AGREEMENT.

Waiver Jury Trial - The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this AGREEMENT.

Redress & Appeals – Any person, organization, business, or entity who wishes to appeal a decision of the County may do so by submitting a written petition to the Parks & Recreation Department Director. The Director shall approve or deny the appeal in consultation with the County Attorney. The Director’s decision may be appealed to the County Administrator or designee. The decision of the County Administrator or designee shall be final.

#### DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

The SITE and all information, content, materials, products and other services included on or otherwise made available to you through the SITE are provided on an "as is" and "as available" basis, unless otherwise specified in writing. This AGREEMENT makes no representations or warranties of any kind, express or implied, as to the operation of the SITE or the information, content, materials, products or other services included on or otherwise made available to you through the SITE, unless otherwise specified in writing. You expressly agree that your use of the SITE is at your sole risk. To the full extent permissible by applicable law, this AGREEMENT disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. The SITE does not warrant that the information, content, materials, products or other services included on or otherwise made available to you through the SITE, or sent via electronic communications are free of viruses or other harmful components. The SITE, Martin County Department of Parks & Recreation, and The Martin County Board of County Commissioners will not be liable for any damages of any kind arising from the use of the SITE, or from any information, content, materials, products or other services included on or otherwise made available to you through the SITE, including, but not limited to direct,

indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

Revision: 2015-10-10, PRD/CJA