

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2023-116**

**A RESOLUTION APPROVING A CONTRACT BETWEEN MADISON COUNTY
FISCAL COURT AND LIGHTSPEED FOR CREDIT CARD PROCESSING
SOFTWARE AT BATTLEFIELD GOLF COURSE**

WHEREAS, Madison County Fiscal Court (hereinafter referred to as the "County") wishes to change credit card processing companies at Battlefield Golf Course; and

WHEREAS, Battlefield Golf Course currently utilizes Lightspeed for golf course management and Point of Sale software, and a separate third-party credit card processing vendor; and

WHEREAS, the County will see a price reduction in credit card processing fees from 3.83 percent to 2.3 percent and increased efficiency in software integration, support, and services; and

WHEREAS, the County wishes to enter into a contract with Lightspeed for credit card processing for Battlefield Golf Course;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS ON BEHALF OF THE COUNTY.

Motion made by Bathin, seconded by Combs.

Vote:

Yes

No

Judge Executive Reagan Taylor

✓

Magistrate James Brian Combs

✓

Magistrate Stephen Lochmueller

✓

Magistrate Billy Ray Hughes

✓

Magistrate Tom Botkin

✓

Signed:

R-29
Reagan Taylor
Madison County Judge Executive

Attested:

Kenny Barger
Kenny Barger
Madison County Clerk

9-26-2023
Date

9-26-2023
Date

**QUOTE 03835278**

Created By : Erik Hall
Created Date : 09/22/2023
Valid Until : 09/26/2023
Currency : USD

Customer	Address	Contact
Battlefield Golf Course/Madison County Fiscal Court	524 General Cruft Dr Richmond, KY 40475-7520, US	Erik Hall erik.hall@lightspeedhq.com

PRODUCT	DESCRIPTION	COMMITMENT	QUANTITY	EXPIRATION DATE	LIST PRICE	TOTAL
Lightspeed Payments Retail	Lightspeed Payments Retail Card Present - Credit Card : Transaction fee : 2.30 % + \$ 0.10 Card Not Present : Transaction fee : 2.90 % + \$ 0.30 Chargeback Fee: \$ 15.00 / event		1	10/21/2023	\$ 0.00	\$ 0.00
SOFTWARE SUB TOTAL						\$ 0.00

PRODUCT	DESCRIPTION	COMMITMENT	QUANTITY	LIST PRICE	TOTAL
Lightspeed Payments Retail Mobile+ WisePOS E (US)			1	\$ 299.00	\$ 0.00
Shipping & Handling - Small			1	\$ 30.00	\$ 0.00
HARDWARE SUB TOTAL					\$ 0.00

Notes All fees are outlined above. Lightspeed does not charge any additional services fees or device rental fees.	SUBTOTAL	\$ 0.00
	KY STATE TAX	\$ 0.00
	TOTAL	\$ 0.00

TERMS AND CONDITIONS

POS SERVICES

Point of sale services are governed by the *Lightspeed Service Agreement* located at: <http://www.lightspeedhq.com/products/retail/service-agreement/>. This document, along with the *Lightspeed Service Agreement*, represent the entire agreement between Customer and Lightspeed regarding point-of-sale products and services; supersedes all prior agreements, commitments, understandings, or inducements (either oral or written, expressed or implied); and may not be modified, altered, or amended except by a written agreement signed by Customer and Lightspeed.

By signing this document or providing payment information, Customer acknowledges that they have read, understood and agree to be bound by the terms and conditions of the *Lightspeed Service Agreement*, as these may be modified from time to time. Customer further understands and acknowledges that (i) this document is not subject to the issuance of any further purchase orders, confirmations or other events (unless expressly indicated herein); (ii) this document is non-cancellable; and (iii) that all fees are non-refundable.

PAYMENTS PROCESSING SERVICES

Payments processing services are governed by a separate agreement between Customer and Lightspeed Payments USA, Inc. entitled the *Lightspeed Payments Platform Agreement* located at <https://pdf.lightspeedhq.com/agreements/Lightspeed-Payments-Stripe-Feb-2020-Platform-Agreement.pdf>.

To be eligible to receive payments processing services, Customer must first complete the online Application, a copy of which will be sent to Customer via email.

If Customer's Application is accepted, the Lightspeed Payments Platform Agreement shall be deemed effective as of the date Customer signs this Order Form (the "Effective Date"). Customer acknowledges and agrees that any payment terminal(s) (being provided free of charge) and the POS subscription price are both conditional upon Customer using Lightspeed Payments. Accordingly, if Customer does not begin processing transactions with Lightspeed Payments within thirty (30) days of the Effective Date and does not continue to Actively Process with Lightspeed Payments thereafter, then Customer agrees to immediately pay Lightspeed the value of the payment terminal(s), plus shipping costs. Similarly, if Customer does not begin to Actively Process transactions with Lightspeed Payments within thirty (30) days of the Effective Date and does not continue to Actively Process with Lightspeed Payments thereafter, a Transaction Fee will automatically be assessed to the Customer. The term "Actively Process" shall mean the Customer processes bona fide transactions representing a minimum daily average of USD \$100 in transaction volume, as measured monthly.

HARDWARE

Lightspeed must be notified of hardware defects within 30 days of purchase in order to arrange for repair or replacement. If such defect occurs more than 30 days after initial purchase, Customer must contact the manufacturer directly to arrange for a repair or replacement. **Returns or exchanges will not be processed if hardware is returned without all original packaging.** The ship-to address listed above will determine the appropriate taxing jurisdiction of the products and services purchased by Customer. Hardware (point-of-sale equipment and payment terminals) will be shipped only after the Application has been duly submitted by Customer.

Thank you for choosing Lightspeed!

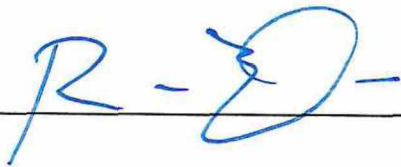
Account Holder Name : **BATTLEFIELD GOLF COURSE / MADISON COUNTY FISCAL COURT**

Billing Email : **melaniejohnson@madisoncountyky.gov**
Sarah.Stewart@madisoncountyky.gov

Billing Address **MADISON COUNTY FISCAL COURT**
P.O. BOX 1120
RICHMOND, KY 40476-1120

Shipping Address **MADISON COUNTY FISCAL COURT**
135 W. IRVINE ST., SUITE 300
RICHMOND, KY 40475
ATTN. CHRIS ISERAL, IT DEPT.

Signature



Date

9-24-2020



Lightspeed Payments Platform Agreement

THIS LIGHTSPEED PAYMENTS PLATFORM AGREEMENT, together with the online Lightspeed Merchant Application (“**Agreement**”), constitutes a binding legal agreement between Lightspeed Payments USA, Inc. (“**Lightspeed**”) and the business entity (“**Merchant**”) identified on the Merchant Application submitted by Merchant. Under this Agreement, Lightspeed will make available, via its point-of-sale platform, a fully integrated third-party payments processing solution (“**Lightspeed Payments Services**”).

- 1. Payment Service; Processor.** Lightspeed Payments Services enables Merchant to accept credit card payments from its customers, manage retail transactions, and receive transactional reporting and other business-related services. Lightspeed’s role under this Agreement is to provide services that facilitate payment for the goods and services sold by Merchant to its customers and that integrate related transactional data with Lightspeed’s point-of-sale software. As such, Lightspeed is acting as a payments facilitator not a processor. All card payment transactions submitted through Lightspeed Payments Services are authorized, processed and settled by Stripe Inc. (“**Processor**”). Merchant is therefore required, in addition to this Agreement, to enter into separate agreements with Processor for the processing of such payment transactions. Accordingly, by signing this Agreement, Merchant is also agreeing to be bound by the Stripe Services Agreement, the terms and conditions of which are located at <https://stripe.com/connect-account/legal> and <https://stripe.com/ssa> (collectively, the “**Processing Agreements**”). In accordance with the foregoing, Merchant understands and acknowledges that Lightspeed and Processor share data in connection with Lightspeed Payments Services.
- 2. Merchant Eligibility; Underwriting Inquiries.** To be eligible to use Lightspeed Payment Services, Merchant must first submit a Merchant Application and be approved by Lightspeed. As part of the application and underwriting process, Merchant authorizes Lightspeed to make business and personal credit inquiries (including, but not limited to, credit reports for Merchant’s directors, officers, and principals), transaction-verification inquiries, and any other investigations considered necessary or desirable by Lightspeed relating to this Agreement. Merchant further authorizes Lightspeed to provide any information and documentation to Processor, including but not limited to, transaction information, financial information, personal information, credit reports, and copies of all other materials in Lightspeed’s possession. This authorization will remain in effect during the term of this Agreement for any on-going inquiries made for risk-monitoring and account management purposes. Lightspeed reserves the right to decline the Merchant Application for any reason, in its sole and absolute discretion.
- 3. Merchant Account Setup; Changes.** Once approved by Lightspeed, Merchant shall promptly setup Lightspeed Payments Services. Lightspeed Payments Services will be provided by Lightspeed in accordance with data formats, methods and protocols determined by Lightspeed. Lightspeed will not be required to perform any special programming to implement any other system, program, or procedure for Merchant. Lightspeed may make changes to the Lightspeed Payments Services at any time in its sole discretion, including but not limited to changes associated with technological developments, legislative or regulatory changes, or the introduction of

new services and/or removal of existing ones. Merchant will comply with all time deadlines, equipment and software maintenance and upgrade requirements Lightspeed may reasonably impose from time-to-time.

4. Fees.

- a. Fees for processing card transactions using Lightspeed Payments Services are set out in the Lightspeed Subscription Quote/Invoice Form agreed to by Merchant. Such fees will be netted out from settlement of card transaction submitted through Lightspeed Payment Services. Lightspeed may deduct any other obligations owed under this Agreement from amounts arising from such settlement funds.
- b. Lightspeed reserves the right, upon thirty (30) days' prior written notice to Merchant, to revise the processing fees referenced immediately above.
- c. Lightspeed may suspend the Lightspeed Payments Services and stop releasing settlement funds until Merchant pays all fees and other expenses owed or to become owed to Lightspeed Payments.
- d. In the event of any inconsistency between this Agreement and the Stripe Services Agreements regarding fee rates, this Agreement shall prevail.

5. Additional Services.

- a. Lightspeed shall provide Merchant onboarding support and troubleshooting services to resolve issues with Lightspeed Payments Services and Merchant's account.
- b. Lightspeed shall make available for purchase by Merchant payment terminals configured for use with Lightspeed Payments Services. Terms and conditions relating to the provisioning of payments processing hardware shall be governed by a separate point-of-sale equipment agreement.

- 6. Compliance with Rules, Policies. Law.** Merchant must comply with all applicable rules, regulations, policies, procedures, guidelines, and other requirements issued by the Payment Networks/Card Brands (*i.e.*, Visa, MasterCard and American Express), the PCI Security Standards Council, LLC ("PCI Standards" which shall include, without limitation, the Payment Card Industry Data Security Standards and the Payment Application Data Security Standards), and the National Automated Clearing House Association ("NACHA") (collectively, "**Rule(s)**"). An abridged version of the Visa, MasterCard, American Express, and NACHA Rules may be viewed at each of their respective websites. Lightspeed may, in its sole discretion, suspend Merchant's use of the Lightspeed Payments Services to investigate suspicious or unusual activity, and Lightspeed will have no liability for any losses Merchant may attribute to this suspension. Lightspeed may reverse payment card transactions it deems to violate this Agreement, the Rules, laws, or as otherwise required by the Payment Networks/Card Brands, and Merchant agrees to reimburse Lightspeed for such reversals. If any terms of this Agreement conflict with the Rules, the Rules will govern. Lightspeed may, without any liability to Merchant whatsoever, take any action it believes is necessary to comply with any Rule or legal obligation or requirement.
- 7. Data Security.** Merchant will be solely responsible for the security, quality, accuracy, and adequacy of all transactions and information submitted to or through the Lightspeed Payments Services and will maintain adequate audit controls to monitor the security, quality, maintenance, and delivery of such data. Without limiting the foregoing, Merchant must at all times remain in compliance with PCI Standards (as defined in the

Processing Agreements) and take all steps necessary to ensure that customer data (including but not limited to cardholder data and any other personally-identifiable or sensitive information) is not disclosed, misused, or subject to unauthorized access. If there is an actual or suspected breach of, or unauthorized access to, cardholder data or other personally-identifiable information, Merchant must immediately: (a) notify Lightspeed; (b) cooperate with Lightspeed's or Processor's requests for information; (c) take any action designated by Lightspeed or Processor to remedy and/or address the breach; (d) prevent further unauthorized access or use of such information; and (e) comply with all Rules and applicable laws.

- 8. License; Intellectual Property Rights.** Lightspeed grants Merchant a limited, non-exclusive, non-transferable license to use the Lightspeed Payments Services solely for Merchant's internal business purposes. The Lightspeed Payments Services is proprietary to Lightspeed and may not be sublicensed, sold, assigned, leased, loaned, or otherwise transferred by Merchant to any third party. Merchant agrees and acknowledges that nothing contained in this Agreement shall be construed as granting any ownership or intellectual property rights in or to the Lightspeed Payments Services. All applicable rights in copyrights, trademarks, trade secrets, trade names, patents and other intellectual property rights in or associated with the Lightspeed Payments Services are and will remain exclusively in Lightspeed. Merchant shall not reverse engineer, alter, modify, disassemble or decompile the Lightspeed Payments Services, or any part thereof, without Lightspeed's prior written consent. Lightspeed and its affiliates own all right, title and interest in and to the Lightspeed Payments Services, including any anonymized and aggregated data derived from or through the operation of the Lightspeed Payments Services.

9. Term and Termination.

- a. The Agreement shall be deemed effective on the date indicated in the Lightspeed Subscription Quote/Invoice and shall continue for one-month terms or until the Processing Agreements are terminated by Lightspeed Payments or Processor. This Agreement shall automatically renew for successive one-month terms unless either party provides to the other written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
- b. The obligations under Sections 1, 3, 4, 6, 8, 9 and 10 shall survive the termination of this Agreement.

- 10. Disclaimer of Warranty.** THE LIGHTSPEED PAYMENTS SERVICES ARE PROVIDED "AS IS". LIGHTSPEED MAKES NO WARRANTY OF ANY KIND REGARDING THE LIGHTSPEED PAYMENTS SERVICES. LIGHTSPEED HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN ADVICE OR CONSULTATION GIVEN BY LIGHTSPEED, ITS AGENTS OR EMPLOYEES WILL IN ANY WAY GIVE RISE TO A WARRANTY. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE LIGHTSPEED PAYMENTS SERVICES REMAINS WITH MERCHANT. USE OF THE LIGHTSPEED PAYMENTS SERVICES IS AT MERCHANT'S OWN RISK. WITHOUT LIMITING THE FOREGOING, LIGHTSPEED DOES NOT WARRANT THAT THE INFORMATION OR SERVICES PROVIDED THROUGH THE LIGHTSPEED PAYMENTS SERVICES IS ACCURATE, RELIABLE OR CORRECT; OR THAT THE LIGHTSPEED PAYMENTS SERVICES WILL MEET MERCHANT'S REQUIREMENTS, WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE, WILL BE AVAILABLE AT ANY

PARTICULAR TIME OR LOCATION, OR BE FREE OF ANY VIRUSES OR OTHER HARMFUL COMPONENTS.

11. **Limitation of Liability/Indemnification.** IN NO EVENT SHALL LIGHTSPEED BE LIABLE TO MERCHANT OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY BUGS, VIRUSES OR HARMFUL CODE TRANSMITTED TO OR THROUGH THE LIGHTSPEED PAYMENTS SERVICES, LOSS OF USE, LOSS OF PROFIT, LOSS OF DATA, MISUSE OF MERCHANT INFORMATION, OR ANY BUSINESS OR SERVICE INTERRUPTIONS ARISING OUT OF OR RELATING TO THE LIGHTSPEED PAYMENTS SERVICES OR ANY TRANSACTIONS CONTEMPLATED HEREIN OR IN THE PROCESSOR AGREEMENTS. IN NO EVENT WILL LIGHTSPEED'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PROCESSOR AGREEMENTS EXCEED ONE THOUSAND DOLLARS (\$1,000).

THE PRECEDING LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. THE LIMITATIONS APPLY EVEN IF LIGHTSPEED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

MERCHANT AGREES TO DEFEND, INDEMNIFY AND HOLD LIGHTSPEED HARMLESS FROM AND AGAINST ANY LOSSES, DAMAGES, LIABILITIES AND CLAIMS (I) ARISING FROM A BREACH OF THIS AGREEMENT; OR (II) MADE BY A THIRD PARTY IN CONNECTION WITH OR RELATED TO MERCHANT'S USE OF LIGHTSPEED PAYMENTS SERVICES, INCLUDING BUT NOT LIMITED TO CHARGEBACKS, REVERSALS, REFUNDS, FINES, PENALTIES, FEES AND ATTORNEYS' FEES, AS WELL AS ANY THIRD PARTY INDEMNITY OBLIGATIONS INCURRED BY LIGHTSPEED AS A RESULT OF MERCHANT'S ACTS OR OMISSIONS.

12. **Waiver.** A waiver of any default hereunder or of any of the terms and conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed.
13. **Assignment; Severability.** Merchant agrees not to assign any rights under this Agreement; any attempted assignment shall be null and void and shall result in the termination of this Agreement. If any part of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Agreement which shall remain in full force and effect.
14. **Governing Law.** This Agreement shall be governed by the laws of the State of New York, excluding any such laws that might direct the application of the laws of another jurisdiction. The parties agree that the federal or state courts located in the State of New York shall have exclusive jurisdiction to hear any dispute under this Agreement.
15. **Electronic Signatures.** The person signing on behalf of Merchant (including without limitation clicking "Agree", "Finish" or an action of similar meaning or significance) represents and warrants to Lightspeed that his/her actions are authorized by Merchant and that such person has all required power and authority to bind Merchant to this Agreement. Such signatory also agrees that the electronic signatures provided online will be binding upon the signatory and Merchant and will not be construed by a court of law to have any less effect

than a standard ink or paper signature. Merchant further acknowledges that Merchant (i) is able to print a complete and legible copy of this Agreement; (ii) was capable of opening, reading, printing, downloading and/or saving this Agreement prior to its acceptance; and (iii) had reasonable opportunity to consult with appropriate professionals prior to electronically signing this Agreement.

16. **Entire Agreement.** This Agreement represents the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior agreements regarding payments processing, whether written or oral, regarding the subject matter hereof. This Agreement may not be modified or amended except by the written acceptance of both parties. In the event of any inconsistency between this Agreement and the Stripe Services Agreements, the latter shall prevail with respect to Payment Processing Services (as defined in the Stripe Services Agreement).