Agent Agreement

Blue Sky Golf Rental Agent Program | BSGR Franchising Inc.

This Agent Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") by and between **BSGR Franchising Inc.**, a Delaware corporation with its principal office in Pennsylvania, operating the Blue Sky Golf Rental brand in the United States ("BSGR"), and the individual or business identified in the Agent Information Form attached as Exhibit A (the "Agent"). BSGR and Agent are each a "Party."

1. Purpose

Agent is a tour operator, golf tour company, travel professional, or other individual or business that arranges golf travel for client groups. BSGR appoints Agent, on a non-exclusive basis, to book Blue Sky Golf Rental club rental sets directly on behalf of Agent's clients at a discounted rate, on the terms in this Agreement.

2. Relationship of the Parties

Agent, whether an individual or a business, is independent of BSGR. Nothing in this Agreement creates an employment, partnership, joint venture, franchise, or agency relationship between the Parties. Agent has no authority to bind BSGR, make promises on BSGR's behalf, or hold itself out as BSGR's employee or representative. Agent is responsible for its own staff, expenses, insurance, and taxes, and is solely responsible for obtaining and maintaining any business registrations, licenses, or permits required where Agent is located or operates. BSGR does not require Agent to be a registered business entity. Rental sets may be delivered by independently owned Blue Sky Golf Rental franchisees operating in each territory.

3. Agent Login and Booking

- After this Agreement is signed and Exhibit A is complete, BSGR will issue Agent a unique login to usa.blueskygolf-rental.com for booking at Agent's current discount rate.
- The login is for Agent's own use in booking for its clients. Agent may not share it with any other business or allow others to book through it, and is responsible for all bookings made under it.
- Agent will provide accurate client details for each booking (names, delivery location, dates, club and set preferences) and will pass BSGR's rental terms and policies on to its clients.

4. Discount Rate

Every Agent starts at a discount of 8% off BSGR's published U.S. retail rental price, regardless of when during the year Agent signs up. Beginning on the first January 1 after the Effective Date, and every January 1 after that, Agent's discount is set based on Agent's total bookings during the prior calendar year:

Prior Calendar Year Bookings	Discount Rate
Under $25,000	8%
$25,000 – $74,999	10%
$75,000 or more	12%

Bookings are totaled across all logins and locations belonging to the same Agent. The agent discount cannot be combined with other promotions or discount codes. BSGR may update the discount schedule for future years with at least 30 days' written notice before January 1.

5. Payment Terms

- Agent, not its client, is responsible for paying in full for every booking Agent makes, whether or not Agent has collected payment from its client.
- Approximately 30 days before the client's scheduled delivery date, Agent will receive an invoice from the Blue Sky Golf Rental territory delivering that booking. Each invoice will show the booking reference and include a secure

payment link (for example, ACH bank transfer, Venmo, or PayPal, as offered on the invoice), and is payable upon receipt. For bookings made fewer than 30 days before delivery, the invoice will be issued at the time of booking and is also payable upon receipt.

- Each Independent Blue Sky Golf Rental territory invoices on BSGR's behalf for bookings made in their respective territory(ies). Paying the invoicing territory in full satisfies Agent's payment obligation for that booking. Any refund owed to Agent will be issued by the invoicing territory.
- All prices and invoices are in U.S. dollars. Agents outside the United States may use any payment method offered on the invoice that is available to them (such as PayPal) or international wire transfer. Agent is responsible for any bank, transfer, or currency conversion fees, so that the full invoiced amount is received.
- Clubs will not be delivered on unpaid bookings. If an invoice is not paid within 7 days of receipt, the booking may be cancelled and the equipment released, and BSGR may suspend Agent's login until all invoices are paid.
- Agent may set its own prices to its clients, but may not publicly advertise Blue Sky Golf Rental rentals below BSGR's published retail price.

6. Cancellations, Changes, and Damage

Cancellations, changes, refunds, and responsibility for lost or damaged equipment are governed by BSGR's standard rental terms and policies in effect at the time of booking, as posted on usa.blueskygolf-rental.com. Agent is responsible for making sure its clients are aware of and follow those terms.

7. BSGR Responsibilities

BSGR will (a) provide and maintain Agent's login and apply the correct discount rate; (b) confirm bookings and have rental sets delivered and collected as booked, in good working condition; (c) provide a point of contact for booking and service questions; and (d) notify Agent of any rate change under Section 4.

8. Brand Use and Conduct

Agent may refer to Blue Sky Golf Rental and use BSGR-provided logos and marketing materials only to promote rentals booked through this Agreement, and must follow any brand guidelines BSGR provides. Agent will represent Blue Sky Golf Rental accurately and professionally and comply with all applicable laws. All brand use ends when this Agreement ends.

9. Confidentiality

Agent will keep its discount rate, login credentials, and any non-public BSGR business information confidential. Each Party will use the other's customer and contact information only for purposes of this Agreement.

10. Term and Termination

This Agreement begins on the Effective Date, runs for one year, and renews automatically for additional one-year terms. Either Party may end it at any time with 30 days' written notice (email is sufficient; notices to BSGR go to partners.usa@blueskygolfrental.com). BSGR may end it immediately for non-payment, misuse of the login, or other material breach. Paid bookings with delivery dates after termination will still be honored, and Agent remains responsible for payment of all bookings it has made.

11. Liability and Indemnity

Each Party is responsible for its own acts and omissions. Agent will indemnify BSGR against claims arising from Agent's misrepresentations, breach of this Agreement, or dealings with its clients. Neither Party is liable to the other for indirect, incidental, or consequential damages or lost profits. BSGR's total liability under this Agreement will not exceed the amounts Agent paid BSGR in the 12 months before the claim.

12. General

This Agreement, including Exhibit A, is the entire agreement between the Parties about the Agent Program and replaces any earlier discussions. It may be changed only in writing signed by both Parties, except for discount schedule updates made under Section 4. Agent may not assign this Agreement without BSGR's written consent. This Agreement is governed by the laws of the Commonwealth of Pennsylvania, and any dispute will be brought in the state or federal courts located in Pennsylvania. It may be signed electronically and in counterparts.

Agreed and accepted by the authorized representatives of each Party:

BSGR Franchising Inc.		**Agent**
Signature		Signature
Printed Name & Title		Printed Name & Title (if signing for a company)
Date		Date

Exhibit A – Agent Information Form

Please complete all sections that apply and return with the signed Agent Agreement.

How to Complete This Form

- **Individuals and sole proprietors:** no registered business is needed. Check "Individual / Sole Proprietor," enter your own name, skip the company fields, and list yourself as the contact.
- **Agents outside the United States:** use your local address format, include country codes on all phone numbers, and complete the form in English where possible.
- **Payment:** invoices are issued in U.S. dollars and can be paid through the secure link on each invoice (ACH, Venmo, PayPal, or other options shown). Agents outside the U.S. can use PayPal or an international wire transfer.

1. AGENT INFORMATION

☐ Individual / Sole Proprietor ☐ Company / Business Entity

Legal Name (person or company)			
Trade Name / DBA (if any)			
Entity Type (companies)		**Where Formed (companies)**	
Street Address			
City		**State / Province / Region**	
Postal / ZIP Code		**Country**	
Main Phone		**Website (if any)**	
Preferred Language		**Time Zone**	

☐ Tour operator ☐ Golf tour company ☐ Travel agent / advisor ☐ Corporate / event planner ☐ Other

2. CONTACTS

Primary Contact Name		**Title (if any)**	
Email		**Mobile Phone**	
Billing Contact		**Email for Invoices**	
Login User (who books)		**Login Email**	

3. BOOKING PROFILE

Destinations You Book		**Peak Travel Months**	
Est. Annual Golf Groups		**Typical Group Size**	

I certify that the information on this form is true and complete, and I will notify BSGR in writing of any changes.

Agent Signature	Printed Name	Date

For Office Use Only

Agent Login Issued (Date)	Starting Discount Rate	Approved By