

# Peak Software Systems, Inc. Pay As You Text Agreement for

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## SPORTSMAN Parks & Recreation SOFTWARE



Integrated Parks & Recreation Software  
To Help You Serve Your Community



Activity Registration



Facility Reservation



Membership Management



Online Registration



Cloud-Based  
Web Accessible



Reporting



Admittance Control



Attendance Tracking



Point of Sale



Inventory Control



Patron Communication



Payment Processing



Occupancy Control



Golf Management



Rentals



Peak Software Systems, Inc.  
45 West 9000 South, Suite 2  
Sandy, UT 84070

Email: sales@peakinfo.com  
Web: www.sportsmancloud.com  
Voice: (801) 572-3570

Sportsman Software has built-in functionality to allow you to text your patrons directly from the application. The first 1,000 message segments per month are free. If you wish to exceed that limit simply sign the Agreement below and email a copy to [sales@peakinfo.com](mailto:sales@peakinfo.com) and we will set up that feature for you.

It is important that you understand how message segments are counted along with strategies to track and control the number of message segments. A single text over 160 characters will result in multiple text segments. Please read our [Texting Patrons Through Sportsman](#) document for detail and reach out to our Technical Consulting Team at 801-572-3570 x2 with questions.

**Use of Texting**

- Texting service is included for basic patron notifications such as last-minute cancellations and not intended to be used for mass marketing purposes.
- Texting can be limited to the first 160 characters via application settings so that you can limit your message segment count.
- Text may be sent to lists of up to 300 patrons at a time.
- Texts longer than 160 characters will result in multiple text segments billed.
- Texts from registrations or registrations that include QR codes for entry will be counted as 2 text segments
- Sending over 1,000 text segments per month (or some combination of standard texts and texts with QR codes) will incur additional charges on your account billed monthly.
- We reserve the right to hold small texting overage charges that accrue each month for up to 60 days to reduce billing frequency and cost.
- Inappropriate use of texting by any customer could jeopardize this shared texting service. In rare cases SMS text accounts can be blacklisted for gross misuse.
- You can track your texting counts and receive email alerts thru our Email and Texting Log Report

This Agreement is required to be executed and returned before the 1,000 text message segment default limit in Sportsman can be removed. This Agreement, when properly executed, becomes a binding contract between Peak Software Systems, Inc. (Peak) and \_\_\_\_\_ (Client). Peak agrees to provide the services as defined herein to Client. Peak will maintain the confidentiality of Client’s intellectual property.

Upon signature of this agreement Peak will allow the use of text messages above the 1,000 segment limit per month for Client and send Client monthly invoices for text segment counts over 1,000 at a rate of \$0.01 per segment (subject to change). Client agrees to pay all charges associated with this feature. Client has read and agrees to abide by the **Use of Texting** conditions above including any additional conditions that may be required to ensure this feature remains available. Violations of these limitations may require Peak Software to disable this feature from your Sportsman Application.

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, PEAK SOFTWARE SYSTEMS, INC. GRANTS NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE SOFTWARE, OR THEIR FITNESS FOR ANY PURPOSE. IN NO EVENT SHALL PEAK SOFTWARE SYSTEMS, INC. BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES FOR BREACH OF WARRANTY.

By signing below I \_\_\_\_\_, duly represent \_\_\_\_\_ (Client) and agree to comply with all terms in this agreement. I have the authority to engage in this contract.

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Title : \_\_\_\_\_



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Peak Software Systems, Inc. Automated Payment Authorization Form  
Please return to: 45 W 9000 S Suite 2, Sandy, UT 84070 Support@peakinfo.com  
For security you may complete contact and signature and then call with full card details  
PH: 801-572-3570 x 302

For your convenience, Peak Software offers automated credit card billing for Sportsman Pay as You Text Plan. You will be emailed your monthly receipts. Charges are levied based on usage for the prior month. Please complete this form and return to the above address if you wish to set up. Cash Discounts typically offered on standard invoices will not apply to automated credit card payments.

Client Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Authorized Representative: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Email for Receipts: \_\_\_\_\_

**Authorization for Recurring Credit Card Billing for Sportsman Pay as You Text Plan Charges.**

Card Type: \_\_\_ MasterCard \_\_\_ VISA \_\_\_ Discover \_\_\_ AMEX

Name on Card: \_\_\_\_\_

Card Number: \_\_\_\_\_

3 or 4 digit security code: \_\_\_\_\_

Expiration Date (mm/yy): \_\_\_\_\_

Cardholder Billing Address: \_\_\_\_\_

Cardholder Billing ZIP Code: \_\_\_\_\_

I, \_\_\_\_\_, authorize Peak Software to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Peak Software Systems, Inc or its successors in writing of any changes in my credit card information or termination of this authorization at least 15 days prior to the next billing date. If the scheduled transaction date falls on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, funds may be charged to my account as soon as the date invoiced. In the case of credit card transaction being rejected, I understand that Peak Software Systems, Inc, may at its discretion, attempt to process the charge again within 30 days, and agree that a fee may apply. I agree that this is a recurring event that corresponds to the terms indicated in this authorization form and the amount charged corresponds to my contractual Software License and Services Agreement which may include changes to payment amounts.

**Peak Software Systems Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_