



PROPOSED Service Agreement

Powerful software and payment solutions sized to fit any business

No contracts. No hidden fees. Simply a better solution and superior service. Guaranteed ROI in 3 months.

Prepared for: Kyle Theisen **Business:** Vergas Municipal Liquor Store **City:** Vergas, MN **CC Vol:** \$45K/mo

Date: 12/22/22 (Offer valid through 12/31/22)

Prepared by: Michelle Gjerde

	<u>Qty</u>	<u>Program/Install/Train</u> (One-Time)	<u>Total P/I/T</u> (One-Time)	<u>Support</u> (Monthly)	<u>Total Support</u> (Monthly)
<u>Proposed Solution</u>					
Integrated Point of Sale Bundle (Touch-Screen, Cash Drawer, Printer, Pin Pad)	1	SAVE \$950 end of year \$1900	\$950	\$100	\$100
Touch Screen Terminal		\$ 1200		\$ 70	
Cash Drawer		\$ 100		\$ 10	
Receipt Printer		\$ 300		\$ 10	
Pin Pad (EMV)		\$ 400		\$ 10	
Bar Code Scanner	1	\$ 225	\$225	\$ 0	
Kitchen Display System (KDS)		\$ 900		\$ 100	
Kitchen Printer		\$ 400		\$ 40	
Tablet	1	\$ 500	\$500	\$ 50	50 \$75
Inventory Import/Setup		\$ 200	\$200	0	-
Customer Facing Display	1	\$ 250	\$250	\$ 0	-
<u>Options</u>					
Cash Discount		\$ 0		\$ 0	
Gift Cards (per location)		\$ 49		\$ 15	
Loyalty		\$ 99		\$ 70	
Online Ordering		\$ 240		\$ 50	
<u>Totals</u>		One-Time	\$2125	Monthly	150 \$175

Credit Card Processing Fees:

Option 1: If the City of Vergas chooses to continue to pay the processing fees, Robin Hood Business Systems will match the low rate of **2.3%** and will agree to not raise the rate over the duration of our partnership.

Option 2: Alternatively, if the Cash Discount or Surcharge model is selected, the City will profit by no longer paying a fee. This option may be selected at a later time.

MONTHLY BILLING

Monthly billing shall begin the THIRD month after the date of this agreement on the first of the month.

*** *FOURTH month if agreement is signed within 24 hours of Proposal Date* ***

*** *FIFTH month if installed within 60 days of signing this agreement* ***

SUPPORT

Support will be available 24/7/365. In most instances, initial support is provided by RHBS by telephone and/or remote access. On-site support will be provided if telephone and/or remote options are unsuccessful. On-site support may be limited on evenings/weekends.

PROGRAMMING/INSTALLATION/TRAINING (P/I/T) FEES

P/I/T fees assume each station location has a hardwired internet connection via ethernet cable to-from a central router. If running cable is required, it will be billed at an additional cost of \$99 an hour. P/I/T fees are non-refundable.

TERMINATION

This agreement may be terminated at any time with 30-days written notice. Client shall return all provided equipment within 15 days of Termination.

AMENDMENTS

The Parties agree that any amendments made to this agreement shall be in writing and signed by both parties. Accordingly, all amendments made will be applied to this agreement.

ASSIGNMENT

The parties are not entitled to assign responsibilities that they have under this agreement to anyone else unless both Parties agree and provide such agreement in writing.

ENTIRE AGREEMENT

This agreement contains the entire agreement and understanding among the Parties to it with respect to its subject matter, and supersedes all prior agreements, understandings, inducements, and conditions, expressed or implied, oral, or written, of any nature with respect to its subject matter. The expressed terms of this agreement control and supersede any performance and/or usage of the trade inconsistent with any of its terms.

SEVERABILITY

If any provision of this agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions shall remain in force in accordance with the Parties' intentions.

LOSS OR DAMAGE

The Client hereby assumes and shall bear the entire risk of any loss, theft, damage to, or destruction of, any unit or equipment, from any cause whatsoever, from the time equipment is installed at the location.

GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of Minnesota.

ALTERNATIVE DISPUTE RESOLUTION

Any dispute or difference arising out of, or in connection with, this Agreement shall be submitted to mediation in accordance with, and subject to the laws of Minnesota.

By signing below, I accept this proposal and its terms.

Signature: _____

Business Name: _____

Printed Name: _____

Date: _____

Phone: _____

Email: _____

Thank You for your Business!

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