

ZOO MIAMI – RESELLER AGREEMENT (WEBSITE)

Effective dates: January 1 – December 31, 2018

Block-out dates: None

This Reseller Agreement (hereinafter referred to as “Agreement”) is to confirm the terms of the arrangement between _____ (hereinafter referred to as “Reseller”) and Zoo Miami for items and/or services provided by Zoo Miami and promoted through Reseller.

A. RESELLER AGREES TO:

1. Purchase tickets through a unique affiliate link Zoo Miami assigns to Reseller, or promote and give access to the affiliate link to its customers in order for customers to purchase tickets directly.
2. Provide Zoo Miami with all advertising material that mentions Zoo Miami for review/approval a minimum of seven business days prior to Reseller placing it in circulation.
3. Offer its clients **no more than a \$3 discount** off of Zoo Miami’s regular adult or child admission ticket and **no more than a \$5 discount** off of Zoo Miami’s adult or child safari package ticket.
4. Advertise Zoo Miami items and/or services Reseller will be offering on Reseller’s website and all appropriate print advertising, media, and other promotional materials.
5. Provide a customer support phone number that Zoo Miami staff can call if any questions or issues arise, such as, but not limited to, advertisements circulated by Reseller, etc.

B. ZOO MIAMI AGREES TO:

1. Supply Reseller with a unique affiliate link Reseller can access or provide access to its customers for discounted tickets.
2. Configure the net rate(s) given to Reseller and the discounted rate(s) Reseller will be offering its customers.
3. Assign a user name and password to Reseller to access information such as types of tickets offered, tickets sold, etc. on its unique affiliate page of Zoo Miami’s ecommerce site.
4. Supply Reseller with information and pictures to include on its website to assist Reseller in promoting Zoo Miami items and/or services.
5. Provide easy access for Reseller’s customers to enter Zoo Miami. Customers will be able to present their eTicket voucher(s) to any ticket booth window and a cashier will exchange the voucher(s) for valid Zoo Miami ticket(s).
6. Handle customer service issues that deal with Zoo Miami’s performance.

C. PRICING AND FEES

Check items you would like to offer:

Check Box	Item/Service Description	Gate Rate (Before Tax)	Offer	Reseller Rate (Before Tax)	Reseller Selling Price
	Adult admission (age 13+)	\$22.95	20% off	\$18.36	
	Child admission (age 3-12)	\$18.95	20% off	\$15.16	
	Adult Best Value Package Includes: admission, all-day monorail pass, unlimited carousel, and one feeding (camel, giraffe, parrot, rhino, or tortoise)	\$32.95	20% off	\$26.36	
	Child Best Value Package Includes: admission, all-day monorail pass, unlimited carousel, and one feeding (camel, giraffe, parrot, rhino, or tortoise)	\$28.95	20% off	\$23.16	

Note: Subject to promotional discounts as agreed upon in writing by both parties.

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D. PAYMENT

1. In order for payment to occur, Zoo Miami will need the following:
 - a. Current W-9 form.
 - b. 147C IRS form to verify the company's name. You may call 1-800-829-4933 to obtain this document.
 - c. Zoo Miami is part of Miami-Dade County and may require different or additional documents from Reseller in order to process payment.
2. Zoo Miami agrees to pay Reseller the difference between the net rate and discounted selling price for each item and service sold through Reseller's assigned affiliate link on Zoo Miami's ecommerce site, net of Florida's 7% sales tax. Payment will be issued for tickets sold each month, excluding any refunds and cancellations. Reseller will receive a check from Miami-Dade County for those tickets within 60 days.
3. Zoo Miami will incur all credit card processing fees incurred through the sale of Zoo Miami items and/or services.
4. Zoo Miami agrees to respond to all credit card company requests for information or customer credit card charge disputes. In the event of charge-backs, Zoo Miami will not pay Reseller for those tickets.
5. Zoo Miami has a no refund/exchange policy.

E. INTELLECTUAL PROPERTY

1. All graphics, content, pictures, marketing slogans, logos, trademarks, and other intellectual property provided by Zoo Miami shall remain the property of Zoo Miami.
2. Reseller may use any of the above with prior written permission by Zoo Miami's Group Sales Manager or designee in order to advertise Zoo Miami items and services.

F. INDEMNIFICATION

Zoo Miami and Miami-Dade County shall indemnify and hold harmless Reseller and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which Reseller may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the County. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgement or portions thereof, which when totaled with all other claims or judgments paid by the County arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the County.

G. TERM AND TERMINATION

1. This Agreement is valid only on the effective dates of this Agreement, unless otherwise noted, at which time either party may choose to renegotiate terms.
2. Neither party may assign rights or obligations under this Agreement, without the prior written consent of the other party.
3. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in a state court of competent jurisdiction location in Miami-Dade County, Florida. This is intended to be mandatory, and not a permissive, forum selection provision.
4. Reseller or Zoo Miami will give the other party ten (10) days' notice in writing of intent to cancel, and abide by the rules and regulations as stated in this Agreement.

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H. CONTACT INFORMATION

Reseller Name:	Billing Business Name (<i>if different</i>):
Main Contact:	Accounting Contact:
Address:	Billing Address (<i>if different</i>):
City/State/Postal Code/Country:	City/State/Postal Code/Country:
Phone:	Phone:
Fax:	Fax:
E-mail:	E-mail:
Website:	Reseller ID/Reference Code (<i>if applicable</i>):

Customer Service Phone Number (for Zoo Miami Staff): _____

Days and Hours of Operation: _____

I have read and understand the rules and regulations stated in the above Agreement.

Reseller Authorized Representative/Title: _____

Signature: _____ Date: _____

Zoo Miami Authorized Representative/Title: Michael Cotto/Sales and Events Manager

Signature: _____ Date: _____

Notes: