TERMS OF SERVICE

OVERVIEW

Please read these Terms of Service carefully before booking the indoor golf simulators owned and operated by The Local Open, LLC (the "Company"). By using / booking a simulator, you agree to comply with and be bound by the following terms:

RESERVATION AND PAYMENT

1. Reservations for the indoor golf simulator must be made in advance and are subject to availability.
2. Payment is required at the time of booking unless otherwise arranged with the Company.
3. The Company reserves the right to cancel or reschedule bookings due to unforeseen circumstances. In such cases, alternative arrangements will be made or a refund will be provided.
4. Must be 18+ years of age to book an indoor golf simulator. Anyone under the age of 18 must be accompanied by an adult (18+ years of age) for the entire duration of the booking.

SAFETY

1. Users must adhere to all safety guidelines and instructions provided by the facility.
2. Proper footwear must be worn while using the simulators. No cleats or spiked shoes are allowed.
3. Users are responsible for any damages caused to the simulator or the facility due to their negligence or misuse.
4. A maximum of 4 people are allowed in bays 2, 3, and 4. A maximum of 6 people are allowed in bays 1 and 5. Children are included when counting people in a party.

CODE OF CONDUCT

1. Users must conduct themselves in a respectful and sportsmanlike manner at all times.
2. Any abusive, disruptive, or inappropriate behavior will not be tolerated and may result in immediate expulsion from the facility without refund.
3. Users must follow the rules and regulations set forth by the Company, including any specific guidelines for using the simulator.

LIABILITY

1. The Company and its owners, employees, or agents shall not be held liable for any personal injury, property damage, or other claims arising from the use of the indoor golf simulators, except in cases of gross negligence or willful misconduct.
2. Users assume risks associated with using the simulator, including but not limited to the risk of injury, property damage, or inaccurate data readings.

EQUIPMENT

1. Users may bring their own golf clubs or use the clubs provided by the facility.
    a. Users are responsible for making sure their equipment is clean before using the simulators.
2. Users are responsible for any damages caused to the simulator, furniture in the golf bays, golf clubs provided by the facility, golf balls, TV's or any other equipment provided by the facility.
    a. Payment for damages will be due prior to leaving the facility, unless otherwise agreed upon in writing with The Local Open, LLC management team.

CANCELLATION AND REFUNDS

1. Cancellations must be made at least 24 hours in advance of the reserved time to be eligible for a refund / credit.
2. Refunds for cancellations made within 24 hours or for no-shows are at the discretion of the Company.

INTELLECTUAL PROPERTY

1. Users may not reproduce, modify, distribute, or use any proprietary software, graphics, or content associated with the indoor golf simulator without prior written consent from the Company.

PRIVACY

1. The Company may collect and store personal information for the purpose of managing reservations and providing a personalized experience. Users' information will be handled in accordance with applicable privacy laws and the Company's privacy policy.

GOVERNING LAW

1. These Terms of Service shall be governed by and construed in accordance with the laws of the State of Texas. Any disputes arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Collin County.

BY USING / BOOKING AN INDOOR GOLF SIMULATOR, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO ABIDE BY THESE TERMS OF SERVICE. FAILURE TO COMPLY WITH THESE TERMS MAY RESULT IN THE TERMINATION OF YOUR USE OF THE SIMULATOR, FEES, AND POSSIBLE LEGAL CONSEQUENCES.