

APPLICATION FOR CARDINAL CASH PROGRAM MEMBERS

Please indicate how you heard about becoming a Cardinal Cash Merchant:

Referred By: Chamber Newsletter Cardinal Points Ad
 Strictly Business Other: _____

BUSINESS INFORMATION *(Please Print Clearly)*

(Please note: Merchant must be in operation for a minimum of 6 months to be eligible for membership.)

Name of Business/DBA _____

Name of Store _____

Manager _____

*E-mail Contact (Please print clearly) _____
*(*Email Address Required)*

Web Address, if applicable _____

Business Address: _____

Business Phone Number _____ Fax Number _____

Alternate Address: _____

Hours of Operation:

SUNDAY _____
MONDAY _____
TUESDAY _____
WEDNESDAY _____
THURSDAY _____
FRIDAY _____
SATURDAY _____

Description of business (This description will be used on website www.cardinalcard.com)

CORPORATE INFORMATION *(Please print clearly)*

Corporate Owner Name _____

TAX ID# _____

Continued on reverse

Corporate Owner Address _____

Corporate Phone _____ Cell _____ Fax _____

Name of Person Signing Legal Agreement _____

Corporate Title _____

Number of years in Business (\geq 6 mos. required) _____

Years business has been in this location _____

Type of business (i.e. Convenience Store, Fast Food) _____

REIMBURSEMENT

Please note your service charge will be deducted from your total check amount. Checks processed first Thursday of each month.

(Please check one) WEEKLY 6% or MONTHLY 5%

Name on Reimbursement Check _____

Reimbursement Address _____

City/State/Zip Code _____

Please contact College Auxiliary Services when the following changes occur:

- Changes in management information
- Changes in any contact information
- Cardinal Cash Program member status
- Business hours
- Business description (for website)
- Ongoing Cardinal Cash special to be posted on website
- Reimbursement information

For technical questions please contact:

Terri Spash, ID Card Supervisor 518-564-3083

For marketing information please contact:

Chris Hobson Whalen, Director of Properties and Marketing 518-564-2038

Merchant Agreement

AGREEMENT

This agreement is made and entered into *this* _____ *day of* _____, 2010 by College Auxiliary Services, Inc. (CAS) on behalf of Plattsburgh State, 101 Broad Street, Clinton Dining Hall, Plattsburgh, NY 12901-2681 and _____ (hereinafter referred to as Merchant).

RECITALS

WHEREAS, CAS offers to Plattsburgh State students, faculty and staff a discretionary spending program, which is accessible through an automated debit card privilege access control system (the **Cardinal Card** Program);

WHEREAS, under the Cardinal Card Program, students, faculty and staff are able to purchase goods and services at various locations on and off Plattsburgh State college campus;

WHEREAS, Merchant desires to provide such goods and services to the University's students, faculty and staff through the Cardinal Card Program;

NOW, THEREFORE, in consideration of the foregoing, the parties mutually agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall terminate on June 30th of each year, unless sooner terminated or extended as provided herein. **A Merchant renewal agreement is required each year.**

Notwithstanding the foregoing, both CAS and the merchant shall have the right to terminate this Agreement at any time during the Initial Term by giving the other party written notice of such termination. Termination pursuant to this provision shall be effective thirty (30) days after the receipt, or five days after the giving of such notice. In the event either party to this agreement exercises its right to terminate this agreement as herein provided, as of the date of termination, neither party shall have any further obligation or liability hereunder.

2. RESPONSIBILITIES OF MERCHANT

1. Merchant, must be an established business in operation for no less than 6 months in order to be eligible for Cardinal Cash Program Membership.

2. Cardinal Cash Fair. Merchant agrees to attend and actively participate in the annual Cardinal Cash Fair held each fall semester. **(SAVE THE DATE~ WEDNESDAY, SEPTEMBER 22nd 5:00PM – 6:30PM)**
 - 2.1. Merchant agrees to offer fair attendees SAMPLES AND/OR CONDUCT DRAWINGS OF THE PRODUCTS AND/OR SERVICES primarily associated with their business.
 - 2.2. Merchants will offer an INTERACTIVE FAIR ACTIVITY that will appeal to college community members, attracting them to the fair and to their booth. (For example; trivia games, golfing, etc.)
 - 2.3. Opting out of the Cardinal Cash Fair will result in an INCREASE OF 3% in the monthly service charge for the academic year ending June 30, 2009.
 - 2.4. CAS reserves the right to reject participation in the Cardinal Cash Fair if the quality of participation is not with the spirit of the event and increase services fees by 3%.
3. Equipment and Data Lines. During the Initial Term and any Renewal Term, Merchant agrees to furnish, at Merchant's cost and expense, the equipment and **analog** phone lines (Verifone Tranz 330 or Verifone Tranz 380x2 and Verifone printer, model 250) as necessary or required to interface with the Cardinal Card system. *(Please note; digital phone lines are not compatible with Cardinal Cash connection.)*
4. Fees and Payment Terms. During the Initial Term and any Renewal Term, Merchant agrees to pay CAS a service charge equal to 5% or 8% of gross Cardinal Card debit card transaction sales on a monthly basis, or 6% or 9% of gross Cardinal Card debit card transaction sales on a weekly basis, in the manner provided hereinafter. Service charges will automatically be deducted from transaction checks.
5. Transaction Payment. CAS will pay Merchant on a monthly basis for the Cardinal Card debit card transactions attributable to Merchant's business, ten (10) days after the last day of the month. Notwithstanding the foregoing, CAS shall not be responsible or obligated to pay Merchant for any Cardinal Card debit card transactions which are prohibited hereunder, or which are processed by Merchant on a stolen or invalid Cardinal Card debit card. CAS shall deduct any monthly or/weekly payments from transaction checks.
6. Card Inspection. Merchant will verify by visual inspection that the person in possession of the Cardinal Card is the person pictured in the photo and the signature on the card matches the signature provided for the transaction. Merchant acknowledges and agrees that CAS shall not be liable for payment to Merchant for any Cardinal Card transactions

consummated by Merchant on a lost or stolen Cardinal Card. Merchant shall be solely responsible for verifying the validity of any Cardinal Card debit card presented to Merchant in payment for Merchant's goods.

- F. Cardinal Card Offline. If at any time, the Cardinal Card equipment at Merchant's location indicates an off-line status or otherwise is operating improperly; Merchant shall notify the CAS office immediately during normal business hours, Monday - Friday, 8:00am-4: 30pm by telephone (518) 564-3083 or 564-2033. If Merchant continues to accept Cardinal Card payments while in an "off-line" mode without first notifying the CAS office, then CAS shall not make payment for any transaction which is later denied by the CAS office due to insufficient funds or because the card was invalid. In no event shall CAS be liable for any losses, damages, claims, costs or expenses suffered or incurred by Merchant due to failure of the Cardinal Card equipment or verification system to operate properly.
- G. Merchant must accept Cardinal Cash during all hours of service, no exceptions.
- H. Merchant is responsible for the maintenance and repair of Tranz Verifone equipment.
- I. Receipt to be provided. Merchant shall make a receipt available to a Cardinal Card cardholder at any time the cardholder completes a Cardinal Card transaction with Merchant, the receipt shall include the amount of the transaction, the date, the account number, and the location and identity of the Merchant.
- J. Disputed Charges. Disputed charges brought to the attention of CAS will require the Merchant's cooperation in providing specific documentation, including but not limited to; a copy of the disputed transaction receipt within 7 days of request. CAS will notify Merchant of findings within approximately 7 days. CAS cannot provide Merchant with SUNY Plattsburgh ID holder's personal information.

3. PROHIBITED TRANSACTIONS

- A. Prohibited Purchases. Merchant shall not accept the Cardinal Card in payment for the purchases of gift certificates that can be redeemed for cash (gift cards are acceptable), alcoholic beverages, tobacco products, drug paraphernalia, lottery tickets or any body altering service. Merchant acknowledges and agrees that if Merchant accepts a Cardinal Card in payment for the aforementioned purchases, contrary to

this covenant, CAS will not provide merchant payment for such purchases. Transactions involving prohibited merchandise/products/services may result in revocation of access to the Cardinal Card network. Refer to Schedule A for procedure in responding to policy violations.

- B. No Surcharges or price discrepancies (increase) will be permitted for purchase with the Cardinal Card. If Merchant violates this policy CAS will terminate this Agreement immediately unless corrective action is taken by the Merchant. A second violation will result in immediate termination of this agreement.

4. **ASSIGNMENTS**

Merchant shall not, without prior written consent of CAS, assign or transfer its interest under this agreement in whole or in part. Any consent by CAS to any assignment shall not constitute a waiver of any necessity for such consent to any subsequent assignments. Each assignee or transferee approved by CAS shall assume in writing the obligations of merchant under this agreement; provided, however, that no assignment approved by CAS hereunder shall release Merchant from any liability or obligation under this agreement, and Merchant shall remain liable for the payment of all charges and for the due performance of all of the terms and conditions contained herein. No assignment consented by CAS shall be binding on CAS unless such assignee or merchant shall deliver to CAS a copy of such assignment and an instrument which contains a covenant of assumption by the assignee.

5. **INDEMNIFICATION**

Merchant shall identify and save and hold harmless College Auxiliary Services, its Board of Trustees and its officers, agents and employees against any loss or liability, damage, cost and expense, including but not limited to reasonable attorney fees, for injury, death, loss or damage of whatever nature to any person, property or any other claim by the Merchant or, officers, employees, agents, customers, licensees, invitees, or any other person, firm or corporation resulting from use of and participation in the Cardinal Card Program.

6. **ADVERTISING**

Merchant agrees that it shall not advertise any connection with the Plattsburgh State University, its Board of Trustees, and CAS. Merchant will not use the University's name, symbols, or any other identifying marks or property or make any representations, either express or implied, as to the University's promotion or endorsement of Merchant or Merchant's business, unless it has received written permission from the University.

Notwithstanding the foregoing, Merchant shall have a non-exclusive right to use the official Cardinal Card trademark logo in its advertising. The merchant shall use the Cardinal Card trademark logo in all Cardinal Cash related advertising.

7. **NOTICE**

Any notice, demand, request, consent, approval or communication required by this agreement to be given in writing and shall be sent by certified mail, return receipt requested, and shall be deemed to be given when received and shall be addressed to CAS or Merchant at their respective address as follows:

If to CAS:

Wayne Duprey
Executive Director, CAS
Clinton Dining Hall
Plattsburgh State University
101 Broad Street
Plattsburgh, NY 12901-2681

or at such other address that CAS may give notice to Merchant

If to Merchant:

(Please print clearly)

*or at such other address that Merchant may give written notice to CAS.

8. **SUCCESSORS and ASSIGNS**

All of the terms and provisions contained herein shall insure to the benefit of and shall be binding upon the parties hereto and their successors except as provided in Section 3.

9. **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between CAS and Merchant and supersedes and cancels any and all previous negotiations, arrangements, understandings and agreements, if any, between CAS and Merchant in connection with the subject matter of this agreement. This agreement together with any exhibits attached hereto contains all the agreements of the parties with respect to the subject matter hereof, and cannot be amended or modified except by written agreement signed by CAS and Merchant.

10. **COMPLIANCE WITH LAWS**

Merchant shall comply with all federal, state, county and municipal laws, ordinances and regulations with respect to Merchant’s participation in the Cardinal Card Program.

11. **RELATIONSHIP OF PARTIES**

Nothing contained in this agreement shall be deemed or constructed by the parties or by any third person to create the relationship of principal and agent of partnership or of joint venture or of any association between CAS and Merchant. And neither the provisions contained in this agreement nor any acts of the parties shall be deemed to create any such relationship.

12. **SEVERABILITY**

If any provisions of this agreement or any application thereof shall be invalid or unenforceable, the remainder of this agreement and any application of such provision shall not be affected thereby.

13. **WAIVER**

No failure by either party to insist upon the strict performance by the other of any term or condition of this agreement or to exercise any right to remedy contingent upon a breach thereof, shall constitute a waiver of any such breach or of such term or condition of this agreement breach.

14. **GOVERNING LAWS**

This agreement shall be governed by and in accordance with the laws of the State of New York. Any legal action arising pursuant to this agreement shall be brought in a court of competent jurisdiction in the State of New York.

Verifone Serial #: _____
9 Digits – please print clearly

<p>Please indicate if you must dial an 8 or 9 for an outside telephone line: 8 9 Other#_____ (circle one)</p> <p><i>Please note: Analog phone lines only, digital phones not compatible with Cardinal Card system.</i></p>
--

Check all that apply:

- Cardinal Cash Fair Participation.** As a Cardinal Card Program Member I choose to participate, as described in this contract, in the Annual Cardinal Cash Fair.
- Cardinal Cash Fair Non-Participation.** As a Cardinal Card Program Member I choose not to participate in the Annual Cardinal Cash Fair. I understand my monthly service charge will increase by 3% per reimbursement check for the remainder of this academic year.
- Our business does not offer gift certificates that can be redeemed for cash.
- Our business offers gift certificates that can be redeemed for cash.

**SCHEDULE A
Procedure for Violating Prohibited Transactions**

First Offense: Verbal notification of the transactions.

Second Offense: Written notification of the offense, and 6-month probation period.

Third Offense: Termination from the program for a period of one year.

** College Auxiliary Services will utilize students in determining if purchases that violate the contract can and are made.

IN WITNESS WHEREOF, CAS and Merchant have executed this agreement effective as of the day and year first written above.

College Auxiliary Services
Plattsburgh State University

Signature
Wayne Duprey
Executive Director
(Please Print)

Company Name

Signature

Corporate Officer's Name

Office Use Only

Approved _____
Date _____

Not Approved _____
Date _____