

HUSKY BUCKS MERCHANT AGREEMENT

This Husky Bucks Merchant Agreement (“**Agreement**”) is made and entered into by and between the University of Connecticut (“**University**”) and the undersigned merchant (“**Merchant**”).

The University and the Merchant agree as follows:

1. **Background.** The University offers faculty, staff and students (“**Card Holders**”) a discretionary spending program which is accessible through an automated debit card control system (“**Husky Bucks**”). Husky Bucks allows Card Holders to purchase goods and services at participating merchant locations using a Husky Bucks issued debit card (the “**One Card**”). The Merchant wishes to accept the One Card on qualifying purchases of goods and services made at the Merchant’s locations pursuant to the terms and conditions set forth in this Agreement.

2. **Term and Termination.** The term of this Agreement will commence as of the date this Agreement is fully executed and continue until terminated as provided herein (“**Term**”). Either party may terminate this Agreement at any time for any reason upon thirty (30) days’ prior written notice to the other party. In addition, the University may terminate this Agreement immediately, and without the opportunity to cure, upon written notice to the Merchant if the Merchant materially breaches any provision of this Agreement.

3. **Program Requirements.** The Merchant shall, at all times during the Term, comply with the University’s minimum requirements set forth in **Exhibit A** to this Agreement and any additional requirements for participation in Husky Bucks that may be established by the University from time to time upon written notice to the Merchant (collectively, the “**Program Requirements**”). If the Merchant fails to comply with any Program Requirement, the University may immediately terminate this Agreement and/or revoke the Merchant’s right to participate in Husky Bucks and to accept purchases from Card Holders using the One Card.

4. **Husky Bucks Transactions.** The University will provide the Merchant with a daily and weekly report listing the total of all Husky Bucks transactions made by Card Holders using the One Card at the Merchant’s authorized locations. The University will reimburse Merchant weekly, within eight (8) business days of the last date on each weekly report, for the total Husky Bucks transactions processed by the Merchant at such locations, less the Service Charge (as defined below) and any outstanding fees payable to the University. THE UNIVERSITY SHALL NOT BE RESPONSIBLE OR OBLIGATED TO REIMBURSE THE MERCHANT FOR ANY PROHIBITED HUSKY BUCKS TRANSACTIONS OR WHICH ARE PROCESSED BY MERCHANT ON A STOLEN OR INVALID ONE CARD.

5. **Services Charges.** The Merchant shall pay the University a service charge equal to six percent (6%) of the total Husky Bucks transactions made by Card Holders using the One Card at the Merchant’s authorized locations (the “**Service Charge**”). The University shall deduct the Service Charge payable to the University from the weekly transmissions made to the Merchant under Section 4 of this Agreement.

6. **Additional Fees.** The University may charge the Merchant additional fees from time to time during the Term for equipment use, license and promotional expenses and other similar charges. The University reserves the right to deduct any such additional fees from amounts payable to the Merchant under Section 4 of this Agreement.

7. **Use of UConn Name and Marks.** Unless specifically authorized in writing by the University, the Merchant shall have no right to use, and shall not use, the name of The University of Connecticut, its officials or employees and/or any University mark (as defined herein) in any advertising, publicity or promotion and/or to express or to imply any endorsement of the Merchant's products or services. "University mark" is herein defined as all registered marks to the University's name (past or present), abbreviations, symbols, emblems, logos, mascot, slogans, official insignia, uniforms, landmarks, or songs. The Merchant agrees to comply with the University's trademark licensing program concerning any use or proposed use by the Merchant of any of University marks on goods, in relation to services, and/or in connection with advertisements or promotions of the Merchant or its business. Prior to any use of a University mark by the Merchant (or its affiliates or successors or assigns), the Merchant will submit the proposed use of the University mark, together with a sample or specimen of the intended use, to the University's Office of Trademark Licensing for approval. Such permission to use the mark may be revoked by the University, in its sole discretion, upon written notice to the Merchant at any time during the Term.

8. **Merchant Warranty.** The Merchant represents and warrants to the University that: (i) it has the power and authority to enter into, and perform its obligations under, this Agreement; (ii) its performance of its obligations under this Agreement will not breach or conflict with any agreement or obligation to any third party; (iii) it will comply with all applicable laws in connection with its participation in Husky Bucks; and (iv) it will perform its activities under this Agreement in a professional manner consistent with best industry standards.

9. **Indemnification.** The Merchant shall indemnify and save and hold harmless the University and its trustees, officers, agents and employees from and 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, or any other person, firm or corporation resulting from the Merchant's use of and participation in Husky Bucks.

10. **No Assignment.** The Merchant shall not, without the prior written consent of the University, assign or transfer its interest under this Agreement in whole or in part. Any consent by the University to any assignment shall not constitute waiver of any necessity for such consent to any subsequent assignments.

11. **Notice.** Any notice required or permitted under this Agreement or required by law will be in writing and will be: (i) sent by first class mail; (ii) sent by overnight air courier; or (iii) sent by email, in each case to the appropriate address as set forth in the signature page to this Agreement or as notified by the other party in accordance with this section. Notices will be deemed given three (3) business days after deposit in the mail; one (1) day after delivery to an overnight air courier service; or, if notice is delivered by email, upon confirmation of delivery to the intended recipient.

12. **Relationship of the Parties.** The Merchant is an independent contractor and the parties are not co-venturers or partners. Neither party will have the authority to enter into any contracts in the name of or on behalf of the other party.

13. **Severability.** If any provision 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.

14. **No 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.

15. **State Contracting Requirements.** This Agreement hereby incorporates and Merchant agrees to the applicable State of Connecticut terms and conditions, as promulgated by the Connecticut Attorney General, found here: <http://contracting.uconn.edu/terms-and-conditions/> For the purpose of the State of Connecticut Terms and Conditions, any references to "Contractor" shall mean Merchant and "Contract" shall mean this Agreement. In the event of a conflict between State of Connecticut Terms and Conditions and the terms specifically set forth in this Agreement, the State of Connecticut Terms and Conditions will govern.

16. **Governing Law and Claims Against the State.** This Agreement will be interpreted and construed in accordance with the laws of the State of Connecticut, without regard to its conflict of laws principles. The sole and exclusive means for the presentation of any claim against the University arising from this Agreement shall be brought in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State). The Merchant agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

17. **Authority.** The person signing this Agreement on behalf of Merchant represents and warrants to the University that he/she has the legal authority to sign this Agreement on behalf of Merchant and to bind Merchant to the covenants and conditions of this Agreement. If the individual is not so authorized, he/she shall be personally liable for Merchant's performance of its obligations under this Agreement.

18. **Entire Agreement.** This Agreement (including, without limitation, any exhibits or schedules attached hereto) constitutes the entire agreement between the University and the Merchant, and supersedes and cancels any and all previous negotiations, arrangements, understandings and agreements, if any, between the University and the Merchant, in connection with the subject matter of this Agreement.

19. **Counterparts.** This Agreement may be executed and delivered in counterparts by facsimile or other electronic means.

IN WITNESS THEREOF, the University and the Merchant have executed this Agreement effective as of the last date written below.

MERCHANT: _____

Merchant Notice Address:

By: _____
(Signature)

Address: _____

Name: _____

Title : _____

Phone: _____

Date: _____

Fax: _____

Email _____

Attn: _____

UNIVERSITY OF CONNECTICUT

University Notice Address:

By: _____
(Signature)

Address: 233 Glenbrook Road, Unit 4244

Name: Dr. Michael Gilbert

Storrs, CT 06269-4244

Title: Vice President for Student Affairs

Phone: (860) 486-3129

Date: _____

Fax: (860) 486-2108

Email: onecardsupport@uconn.edu

Attn: UConn - One Card Office

EXHIBIT A

RESPONSIBILITIES OF MERCHANT

1. **Equipment, Data Lines, and Licenses.** The Merchant agrees to purchase or lease, at its costs and expense, a Husky Bucks card reader and phone/data lines and licenses that may be necessary or required to interface with the Husky Bucks system from time to time during the Term (collectively, the “**Equipment**”).
2. **Card Inspection.** The Merchant shall be solely responsible for verifying the validity of any One Card presented to Merchant in payment for Merchant’s goods and services. The Merchant will verify by visual inspection that the person in the possession of the One Card is the person pictured in the photo on that One Card prior to accepting a Husky Bucks payment for goods and services.
3. **Husky Bucks Off-Line.** In no event shall the University be liable to the Merchant for any losses, damages, claims, costs or expenses suffered or incurred due to the Merchant’s acceptance of Husky Bucks while the Equipment is “off-line” and/or failure of the Equipment or verification system to operate properly. If at any time the Equipment at the Merchant’s location indicates an “off-line” status or is otherwise operating improperly, the Merchant shall notify the University immediately by email to onecardsupport@uconn.edu. The Merchant shall not accept Husky Bucks payment for any transaction while the Equipment is “off-line” or working improperly. In the event that the Merchant accepts Husky Bucks while the Equipment is “off-line” or working improperly, the University will not make payment for any transaction which is later denied by the University due to insufficient funds or because the One Card used in such transaction was invalid. In no event shall the University be liable to the Merchant for any losses, damages, claims, costs or expenses suffered or incurred due to Merchant’s acceptance of Husky Bucks while the Equipment is “off-line” and/or failure of the Equipment or verification system to operate properly.
4. **Prohibited Transactions.** The University reserves the right to revoke the Merchant’s right to participate in Husky Bucks and to accept purchases from Card Holders using the One Card if the Merchant sells items that are deemed by the University to be inconsistent with the mission of the University. The Merchant shall not exchange Husky Bucks for cash. All Husky Buck transactions shall be for the purchase of goods and services only. If the Merchant accepts Husky Bucks in exchange for cash contrary to this covenant, the University will not reimburse Merchant for any cash provided. Any gratuity paid with Husky Bucks shall not exceed usual and customary industry standards. Merchants shall not accept Husky Bucks for the purchase of alcohol.
5. **Alcohol Sales.** The Merchant shall notify the University immediately in writing in the event the Merchant’s sales of alcohol exceed 40% of total sales. If the Merchant’s sales of alcohol exceed 40% of total sales, this Agreement shall immediately and automatically terminate and the Merchant shall no longer be permitted to accept purchases from Card Holders using the One Card.
6. **Receipt to be Provided.** The Merchant shall make a receipt available to a Card Holder at the time the Card Holder initiates a Husky Bucks transaction with the Merchant, which receipt shall include the amount of the transaction, the date, the transaction identification number and the location and identity of the Merchant.
7. **Surcharge.** The Merchant shall not charge the Husky Bucks transaction or the Card Holder any additional fee for the acceptance of Husky Bucks as a form of tender.
8. **Taxes.** The Merchant shall be responsible for the collection and remittance of appropriate sales taxes and for the Merchant’s compliance with all applicable tax requirements (including, without limitation, Special Notice 2003 (1)).
9. **Refunds and Returns.** In accordance with the Merchant’s refund policy in the event of a return/refund for goods or services purchased with Husky Bucks the Merchant agrees to credit the Card Holder’s Husky Bucks account and not provide cash back.