

Participation in the Champaign County Chamber of Commerce Gift Card Program

Chamber member (vendor) agrees that we are entering into an agreement to accept the Champaign County Chamber of Commerce's Commerce Card (gift card). We recognize that the Chamber is utilizing a third-party to handle the billing transaction and like any relationship with third party providers, there could be some risk involved. As such, our company agrees to indemnify the Chamber from any and all liability, loss or damages that may be suffered by our company as a result of participation in the gift card program.

Our company agrees that it will maintain continuous membership in the Champaign County Chamber of Commerce for the duration of time the company will accept the gift cards in its place of business. We understand that failure to maintain membership and can jeopardize our participation in the gift card program as it is a benefit of being a member of the association.

We understand that this waiver must be signed and returned prior to self-promoting or the Chamber promoting our company as a participating business. Failure to sign this waiver will prevent our company from accepting Chamber Commerce Cards. We fully understand that with a new program, changes may occur as the program evolves and recognize that this may cause the Chamber to amend this agreement in part or in its entirety and the Chamber will do so by providing 30-day's notice to the vendor of the changes.

As a participating business, we (the vendor) agree to:

- Work with Swipelt/DotCom Communications LLC (the third party provider) to either set our POS up to accept the card; be trained on the web portal or be set up via the app to accept the card;
- Although the Chamber anticipates that there will be no expenses for set up to accept the card, should there be an expense from our POS provider, we, the vendor, agrees to pay those costs;
- Train our staff about the Commerce Card and how to process it;
- Accept 95.5 percent of the value of the transaction understanding that there are costs associated with running a gift card program. We understand that the Chamber will keep 4.5 percent of the value to help offset those costs;
- Inform the Chamber immediately of any issues we encounter processing the cards and to work with the Chamber to resolve any issues;
- Display a Commerce Card sticker decal (provided by the Chamber) in a prominent place to let customers know that we accept the card;
- Give 30-day's notice to the Chamber should we, the vendor, decide to stop accepting the gift card.
- Understand that the Chamber staff is not employed or associated with Swipelt DotCom Communications LLC and cannot be held accountable for decisions made by Swipelt/DotCom Communications LLC. Decisions by the third party provider, which are out of the control of the Chamber of Commerce might require changes to the program and we understand that these changes may not fall into the 30-day window if it is dictated from Swipelt/DotCom Communications LLC.

The Chamber agrees to:

- Actively promote our business as a Commerce Card participant through all venues available to the Chamber (i.e. website, social media, Commerce Connection, press releases);
- Issue a monthly check (minus 4.5 percent) to your company based on the monthly report provided by Swipelt/DotCom Communications LLC;
- Actively sell Commerce Cards to Chamber members and the general public and to include a complete list of participating businesses with each sale;
- Pay all monies owed to your company upon our termination of participation based on the Swipelt/DotCom Communications LLC reports and that are available within the Commerce Card account;
- Reserves the right to discontinue this program with 30-day's notice to participating members.

The interpretation and construction of this agreement and all matters relating hereto and thereto, shall be governed by the laws of the state of Illinois applicable to agreements executed and to be performed solely within such a state exclusive of conflicts of laws principles.

This agreement constitutes the final, entire agreement between the parties with respect to the subject matter contained herein and therein. There are no representations, warranties, understandings or agreement among the parties with respect to the subject matter contained herein and therein, which are not fully expressed in the Agreement.

Champaign County Chamber of Commerce
(authorized signature)

Chamber Member Business (Vendor)
(authorized signature)

Email & Date

Email & Date