



4132 Atlanta Hwy, Suite 110#368 • Loganville, GA. 30052  
 Toll Free: 877-363-6659 • Fax: 281-840-6941  
 Email: info@eMembersOnly.com

**eMembersOnly, Inc.**  
**Merchant Application and Agreement**

Please complete the following application and sign the agreement to be considered as a Preferred Merchant by eMembersOnly, Inc. You may fax this application and agreement to (281) 840-6941 or scan/email to Merchant@eMembersOnly.com.

\_\_\_\_\_  
 Referring Associate Member Name                      Member ID #

**Merchant Company Information**

\_\_\_\_\_  
 Company Name                      Years in Business                      Doing Business As

\_\_\_\_\_  
 Physical Address                      City / State / Zip

\_\_\_\_\_  
 Mailing Address                      City / State / Zip

\_\_\_\_\_  
 Contact Name                      Position with Company                      Contact Phone                      Contact Fax

\_\_\_\_\_  
 Contact Cell Phone                      Contact E-mail Address

\_\_\_\_\_  
 Hours of Operation                      Company Website Address                      Credit Cards Accepted:  
 VISA     MC     AMEX     Discover

\_\_\_\_\_  
 Briefly Describe Company (used to advertise) \_\_\_\_\_

\_\_\_\_\_  
 Create eMembersOnly Account Password  
 (at least 7 characters w/ 1 number) \_\_\_\_\_

**Business Reference**

\_\_\_\_\_  
 Company Name                      Contact Name                      Contact Phone

\_\_\_\_\_  
 Mailing Address                      City / State / Zip

See next pages for Terms and Conditions and additional signatures needed.



## **eMembersOnly, Inc.**

### **eMerchant Terms and Conditions**

#### **PARTIES**

This Merchant Agreement (the Agreement) is made between eMembersOnly, Inc., a Texas corporation (Company) and the Company listed in the Merchant Application (Merchant).

#### **PURPOSE OF AGREEMENT**

Company has a network of members desiring to purchase goods and services from "Company Preferred Merchants." Merchant desires to increase sales by becoming a Company Preferred Merchant and engaging in commerce with Company members. The purpose of this agreement is to define the relationship between Company and Merchant.

#### **QUALIFICATION OF MERCHANT**

To become a Company Preferred Merchant, the Merchant agrees to:

- Submit the above application for review and approval by Company.
- Provide quality goods and services to Company members.
- Provide a discount to Company members for goods or services.
- Hold a good reputation within the business community.
- Merchant providing services to residences and businesses should be bonded and licensed. This may not be applicable to some companies; in this case, Company corporate office may be consulted for approval.
- (Optional) Pay Company a marketing fee for referring a member customer to the Merchant.
- Offer a secure online order center if members place orders with credit or debit cards or echeck.
- Enter into this agreement with Company.

#### **MEMBER DISCOUNT OFFERED BY MERCHANT**

Merchant will offer to Company members a discount of \_\_\_\_\_ percent or \$\_\_\_\_\_ off normal price or posted sales price for Merchant's goods or services (Merchant has the option to enter additional discounts for different products and/or services to business web page once Merchant has been approved and processed by Company). Merchant agrees to not raise normal price of goods or services prior to applying the discount available to Company Members. The discount offered will be provided to Company members by Merchant upon the member presenting the Merchant a Company membership card, or if the transaction is electronic, by member electronically providing their Company membership number to the Merchant. Merchant agrees to verify expiration date of card to determine status of membership is current.

#### **OPTIONAL MARKETING FEE PAID BY MERCHANT TO COMPANY**

Merchant \_\_\_ agrees \_\_\_ does not agree to pay Company a fee for marketing to and referring its members to merchant. Should Merchant agree to pay Company a fee, the fee will be \_\_\_\_\_ percent of the sales price of the goods or service or \$\_\_\_\_\_ per sale. This fee will be paid within \_\_\_\_\_ days of Merchant receiving payment from Company member and fee will be paid by check made payable to eMembersOnly, Inc. and mailed to 4132 Atlanta Hwy, Suite 110#368, Loganville, GA. 30052. Merchant agrees to maintain careful record of any transactions with members and will make these records available to Company within five days of written request.

#### **PROMOTION OF MERCHANT TO MEMBERS**

Upon a merchant being accepted as a Company Preferred Merchant, Company will notify its membership of the Merchant's status as a Preferred Merchant, the discount offered, the address and/or contact information of the merchant. This notification may include posting of the Merchant information on the Company website and by Company directly communicating to its members by email, written information distributed at meetings, and other forms of communication. As applicable, Merchant will supply Company with Merchant's logo and/or internet links in order that Company may add logo and/or link to Company websites. Merchant may post a sign or decal that is approved by Company notifying the public and Company of its status as a Company preferred merchant.

**DURATION OF THIS AGREEMENT**

This agreement will remain in effect until either Company or Merchant provides the other with written notice of termination of this agreement. Either party may terminate this agreement with or without cause. Any transactions in process at termination of agreement will continue to receive the discount granted under this agreement. Any marketing and/or referral fee owed by Merchant related to ongoing or pending transactions of Merchant with Company members will be owed and paid to Company by Merchant as though this agreement had not been terminated.

**GENERAL PROVISIONS**

RELATIONSHIP OF THE PARTIES: The parties are independent contractors and nothing in this agreement shall make them joint venturers, partners, employees, agents or other representatives of the other parties. Neither party shall make any representation that indicates otherwise.

GOVERNING LAW: This agreement and performance under it will be interpreted, construed, and enforced in all respects in accordance with the laws of the state of Texas. Merchant hereby consents to personal jurisdiction of and venue in the states and federal courts located in Harris County, Texas, and agrees not to commence or prosecute any such action, claim, or proceeding other than such courts.

NON-EXCLUSIVITY: This agreement does not confer on either party any rights that are exclusive. Merchant is free to enter into agreements with other discount or membership programs offered by other organizations, and Company is free to enter into agreements with other merchants who may or may not be soliciting the same customers and/or clients as merchants.

SEVERABILITY AND HEADINGS: If any provision of this agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Headings are used for convenience of reference only and in no way define, limit, construe, or describe the scope or extent of any section, or in any way effect this agreement.

NOTICES: All notices to Merchant shall be sent by mail or electronic mail provided in the Merchant Application. All notices to Company shall be in writing and sent to 4132 Atlanta Hwy, Suite 110#368, Loganville, GA. 30052. Either party agrees to notify other party of change address, in writing, within 10 days of changing address.

EFFECTIVE DATE: Following the review and approval of the Merchant’s application with Merchant’s signed acceptance of this agreement (below), agreement will become final and effective upon the date Company corporate representative signs this agreement.

ENTIRE AGREEMENT: This agreement sets forth the entire understanding and the agreement of the Parties, and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the parties, as to the subject matter of this agreement.

**Merchant:**

By Merchant (Principal or Corporate Officer:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**eMembersOnly, Inc.:**

By Corporate:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_