

# 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 281-605-4544 or scan/email to Merchant@eMembersonly.com.

**Referring Associate Member Name and ID#:** \_\_\_\_\_

Business Category: \_\_\_\_\_ Business Sub Category: \_\_\_\_\_

### **Company Information:**

Company Name: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

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

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

Contact Name: \_\_\_\_\_ Company Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Website Address: \_\_\_\_\_

Hours of operation: \_\_\_\_\_

Credit Cards Accepted:  Visa  Master Card  American Express  Discover

eMembersOnly ID: \_\_\_\_\_ Preferred Password: \_\_\_\_\_

### **References:**

1) Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

2) Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

3) Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## **PARTIES**

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

## **PURPOSE OF AGREEMENT**

Company has a network of members that desires 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:

1. Submit the above application for review and approval by Company.
2. Provide quality goods and services to Company members.
3. Hold a good reputation within the business community.
4. Provide a discount to Company members for goods or services.
5. Pay Company a marketing fee for referring the member customer to the merchant.
6. 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 agrees to not raise normal price of goods or services prior to applying the discount available to Company members. The discount offered to Company members will be provided by Merchant upon the member presenting the Merchant their 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 card is current.

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### **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 10942 Grant Road, Suite #117, Houston, TX 77070. 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.

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### **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 referrals 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 10942 Grant Road, Suite #117, Houston, TX 77070. 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 officer 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.

**By executing this agreement, Merchant acknowledges and agrees that he/she has reviewed and understands this agreement and agrees to be legally bound by the entirety of its terms and conditions.**

MERCHANT:  
  
By Merchant (Principal or Corporate Officer):  
  
Signature: \_\_\_\_\_  
  
Print Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

eMembersOnly, Inc.:  
  
By Corporate Officer:  
  
Signature: \_\_\_\_\_  
  
Print Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_