



41 Main Street • P.O. Box 376
Oil City, Pennsylvania 16301
Phone: 814-676-8521
Fax: 814-676-8185
chamber@venangochamber.org
www.venangochamber.org

Gift Card Merchant Services Agreement

This agreement dated _____ is made By and Between The Venango Area Chamber of Commerce, whose address is 41 Main Street, P.O. Box 376 Oil City, referred to as “The Chamber and, _____ whose address is, _____ referred to as “The Merchant.”

Acceptance of “The Chamber” Gift Cards

The Merchant agrees to allow any person to whom The Chamber’s Customer has given the Chamber gift card to buy goods and services from the Merchant. The Merchant, will use the programmed gift card processing terminal, or the free provided Internet site to enter the proper codes and amounts representing the value of goods and services purchased. Upon the initiation of additional use of the gift card, the terminal will indicate the amount left to be used on the gift card. The Merchant shall collect any payment in excess of the amount remaining on the card by any other form of payment acceptable to the Merchant.

The Merchant is solely responsible for any errors in entering the value for which the gift card may be used. The Merchant is also solely responsible for the collection of any and all applicable sales taxes.

Chamber Transaction

The Chamber will sell gift cards for no less than \$10.00 and no more than \$500.00 each.

Gift Cards may be redeemed at participating Chamber member businesses.

All participating Merchants will be listed in a gift card brochure and on the Chamber’s website. Merchants may also be listed in Gift Card advertising.

Gift card recipients may refill their cards.

The Chamber’s processor will record all transactions and the amount to be subtracted and the amounts left to be used on the gift card. The processor will send the Chamber timely transaction reports indicating the number of transactions and other customized data. The Chamber will then reimburse the Merchant in a timely manner. The Chamber will deduct 2% (excluding tips) from this payment.

The Chamber will also provide to each participating Merchant, in-store promotional materials consisting of, but not limited to, two (2) counter cards.

Terms of This Agreement:

This Agreement shall commence upon execution of this Agreement and shall continue in force and effect for the period of one year (12 months) from the date of the execution of this agreement and payment for all services rendered is satisfied. This Agreement will be automatically extended on a year-to-year basis unless terminated in writing, by either party, sixty (60) days prior to the termination of this Agreement.

Payment to the Chamber:

Participating members will pay an introductory annual fee of \$25.

Payment to the Merchant:

The Chamber will reimburse each participating Merchant who accepts a Chamber gift card for payment of goods and services by a Chamber check on the 15th and 30th of the month that the transactions take place. The Chamber reserves the right to change the payment schedule based on increased volume of transactions; however payment will never be less than once per month. The Chamber agrees to notify participating merchants of any and all schedule changes.

Indemnity:

Each party shall indemnify the other party from and against all claims, losses, liabilities and suits brought by third parties, including Customers, or any person to whom Chamber’s customer has given or otherwise allowed to use a gift card, which arise out of this Agreement or which are caused by a Party’s negligent or wrongful acts. Merchant shall be solely responsible for any claims of Customers arising out of dissatisfaction, damage or injury arising out of the goods and services provided by the Merchant to Customers.

Fees

- 1. Participation Fee.....\$25.00
- 2. Administrative fee.....2% of Sale, less tip.

_____ I authorize the Chamber to provide the Gift Card processor “Swipeit” with my business contact information, for the purpose of setting up our method of processing.

Executed as of the dates below:

Venango Area Chamber of Commerce

Merchant

Print Name of Officer

Print Name of Officer

Signature of Officer

Signature of Officer

Date Signed

Date Signed