



Dear Merchant:

As a convenience to its students, faculty and staff, Alcorn State University is pleased to introduce the ASU Gold Card Program to off campus merchants.

The ASU Gold Card is now more than the official university identification card for students and employees. It is also a discretionary spending program that allows participants to purchase goods and services from participating merchants.

As a merchant, this program offers you the opportunity to increase your market share and volume sales by tapping into funds that were formerly restricted to campus wide spending only.

We invite you to review the attached checklist, application and agreement and further encourage you to complete the package and return without delay. There are a designated number of slots available, and we do anticipate maximum participation. Once all slots are filled, then vendors will be placed on a waiting list for the next available opening.

We will be more than happy to address any questions or concerns you may have. Feel free to contact me at 601-877-6150 to assist or visit with you at your convenience.

Sincerely yours,

Jershellia Anderson

Jershellia Anderson, BSM, MS Ed.
Gold Card Administrator
asugoldcards@alcorn.edu



ALCORN STATE UNIVERSITY

MERCHANT CHECKLIST

In order to participate in the ASU Gold Card Program, the following steps must be completed:

Complete the ASU Gold Card Merchant Application

- Complete the ASU Gold Card Agreement
- W-9
- Current Business License
- Receive approval from the University
- Purchase/lease and install VeriFone VX570 card reader and printer
- Check made Payable to Alcorn State University for \$300 software from Blackboard

**ALCORN STATE UNIVERSITY
GOLD CARD MERCHANT APPLICATION**

BUSINESS NAME *BUSINESS ADDRESS*

DAYS of OPERATION: Monday-Friday Monday-Saturday Monday-Sunday

() - () - _____
BUSINES PHONE NUMBER *BUSINESS FAX NUMBER* *EMAIL ADDRESS*

CORPORATE OWNER'S NAME *TAX IDENTIFICATION NUMBER*

CORPORATE OWNER'S ADDRESS

() - _____ () - _____
CORPORATE PHONE NUMBER *CORPORATE FAX NUMBER*

CORPORATE STATE *TYPE OF CORPORATE ENTITY*

NAME & CORPORATE TITLE OF PERSON SIGNING LEGAL AGREEMENT

NUMBER OF YEARS IN BUSINESS *YEARS AT THIS LOCATION*

Please Check: DIAL UP IP

TYPE OF BUSINESS *CONNECTION OPTION* *IP ADDRESS*

REIMBURSEMENT ADDRESS (WHERE YOU WANT CHECKS MAILED TO)

List all or most of the goods and services offered at your business.

RETURN THIS FORM TO:
ASU GOLD CARD
1000 ASU DRIVE BOX 509
ALCORN STATE MS 39096

**ALCORN STATE UNIVERSITY
GOLD CARD AGREEMENT**

This Agreement is hereby made by and between Alcorn State University, Alcorn State, MS herein referred to as ASU, and _____, doing business at

Owner Name

_____ located at _____ MS,
Name of Business *City*

herein referred to as VENDOR, hereto agree and covenant as follows:

PURPOSE

For the convenience of students, faculty, and staff ASU agrees to contract with VENDOR for the purpose of administering the ASU Gold Card Program at VENDOR'S place of business. The ASU Gold Card is offered to all ASU students, faculty and staff.

VENDOR'S RESPONSIBILITIES

VENDOR will verify the customer's ID when making a purchase and deduct the amount of the purchase from the customer's account by scanning the customer's ASU Gold Card through the VeriFone terminal. VENDOR will verify that the student, faculty or staff member has their own ID card. All revenues due VENDOR will be computed on the dollar amount scanned through the VeriFone terminal. VENDOR will not allow ID card holders to receive cash back for any reason, or charge a fee for using the ASU Gold Card at the Vendor's place of business as a method of payment. Vendors will be notified of this violation and shall be subject to revoked privileges or immediate termination. Any individual requesting a refund for a purchase that was paid for with the ASU Gold Card must have the entire amount credited to the Gold Card holder's account. The university encourages any Vendor who sells alcohol and tobacco to adhere to the regulatory laws of the State of Mississippi.

VENDOR will verify by visual inspection that the person in possession of the Gold Card is the person pictured in the photo on the card, prior to accepting a Gold Card payment. VENDOR acknowledges and agrees that ASU will not be liable for payment to VENDOR for any Gold Card transactions consummated by VENDOR on a lost or stolen Gold Card with it being expressly acknowledged and agreed by VENDOR that VENDOR shall be solely responsible for verifying the validity of any Gold Card presented to VENDOR in payment for VENDOR'S goods or services.

VENDOR shall issue a receipt to Gold Card customer at the time the cardholder initiates a transaction with the VENDOR, which shall include the amount, account number, date of the purchase, along with the VENDOR'S location and identity of purchase.

FINANCIAL

The VENDOR agrees to pay ASU five (5%) percent of gross sales made with the Gold Card (less sales tax) verified on the monthly computer generated printouts supplied to VENDOR by ASU. VENDOR agrees to remit all applicable sales tax to the State of Mississippi. VENDOR also agrees to be in compliance with all federal, state and local codes.

VENDOR shall comply with all governmental health codes regarding services performed under this agreement. VENDOR shall provide proof of possession of all state and local licenses and permits necessary to conduct business.

ASU will furnish VENDOR with detailed monthly reports indicating gross sales and customer counts. ASU will remit to VENDOR on a weekly basis all monies due VENDOR, less the five (5%) percent. ASU will process payment no later than seven (7) days after VENDOR provides the ASU Gold Card Program with a written statement documenting the valid ASU Gold Card transactions attributed to VENDOR's sales. Notwithstanding, the foregoing, ASU shall not be responsible or obligated to pay VENDOR for any Gold Card transactions which are prohibited hereunder, or which are processed by VENDOR on a stolen or invalid Gold Card.

INDEMNIFICATION

VENDOR shall indemnify and save and hold harmless ASU, the State of Mississippi, Institution of Higher Learning, officers, agents, and employees, from and against any claims of loss, liability, injury, or damage to persons or property resulting from use of the ASU Gold Card Program on Vendor's premise. Indemnification shall include expenses, including but not limited to reasonable attorney fees, for injury, death, loss or damage of whatever nature to any person, property or any other claims by VENDOR or officers, employees, agents, customers, licensees, invites, or any other person, form or corporation resulting from the use of and participation in the Gold Card Program.

ASU shall indemnify and save and hold Vendor harmless from and against any claims of loss, liability, injury or damage resulting from ASU's administration of the ASU Gold Card Program. Indemnification to include but not limited to reasonable attorney's fees for injury, loss or damage of whatever nature to any person, property or any other claims by users of the ASU Gold Card against ASU.

OFF LINE TRANSACTIONS

If at any time, the Gold Card equipment at VENDOR's location indicates an off-line status or otherwise is inoperable, VENDOR shall notify the Gold Card Program Administrator at (601) 877-6150. If VENDOR continue to accept Gold Card Payments while in an "off-line" mode the University shall not make payment for any transaction that is later denied by the Gold Card Program due to insufficient funds or because the card was invalid. In no event shall ASU be liable for any losses, damages, claims, cost or expenses suffered or incurred by VENDOR due to failure of the Gold Card equipment or verification system to operate properly.

EQUIPMENT REQUIREMENTS

VENDOR shall, if not already in existence, install a VeriFone VX570 terminal and printer for the purpose of validating each transaction using the ASU Gold Card. VENDOR is responsible for securing the VeriFone terminal and any loss or damage to the terminal will be at the VENDOR'S expense. All telephone charges and installation fees will be at the expense of the VENDOR.

ADVERTISING

VENDOR agrees that it shall not advertise any connection with ASU, Institution of Higher Learning nor use ASU'S name, symbol or any other identifying marks or property nor make any representations, either express or implied, as to ASU's promotion or endorsement of VENDOR or VENDOR'S business unless it has received written permission from ASU.

GOVERNING LAWS

This agreement shall be governed by and in accordance with laws of the State of Mississippi. Any legal action arising pursuant to this agreement shall be brought in a court of competent jurisdiction in the State of Mississippi.

TERMS

The terms of this contract shall be for a term no more than one year **beginning** on _____, _____ and **ending** _____, _____.
Month Year Month Year

VENDOR shall be notified sixty (60) days prior to the end of the contract period of ASU’s intent to renew or terminate the contract. Failure by VENDOR to perform under this contract shall be cause for cancellation of the contract by ASU. Either party may cancel this contract at any time, and for any reason, with a sixty (60) day written notice. In the event either party of this agreement exercises its rights to terminate this agreement as herein provided, as of the date of termination, neither party shall have any further obligation or liability hereunder.

TAXES AND CODES

VENDOR agrees to remit all applicable sales tax to the State of Mississippi. VENDOR also agrees to be in compliance with all federal, state, and local codes. VENDOR shall provide proof of all state and local licenses and permits necessary to conduct business, upon request. VENDOR shall comply with all governmental and state health requirements and codes regarding services performed under this agreement.

MISSISSIPPI AGENCY PROVISIONS

- 1. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and Affirmative Action.
- 2. **Conflict of Interest.** This Agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting or creating of this agreement on behalf of the University is an employee, consultant, or agent of any other party to this Agreement.
- 3. **Records.** VENDOR shall retain all records relating to this Agreement during the Agreement’s term and for an additional five (5) years. Further, such records will be available at reasonable times for inspection and audit by the University or the Auditor General of the State of Mississippi during the term of this agreement and for five (5) years thereafter. The records, if requested, shall be provided at Alcorn State University in Lorman, Mississippi.
- 4. **Failure of Legislature to Appropriate.** If University’s performance under this agreement depends upon the appropriation of funds by the Mississippi Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then University may provide written notice of this to each VENDOR and cancel this Agreement without further obligation of University.

I understand and agree to the terms of this contract.

SIGNATURE (VENDOR)

SIGNATURE (ASU)

TITLE (VENDOR)

VICE PRESIDENT FOR BUSINESS AFFAIRS

DATE

DATE