



Henrico Advantage Card Participating Retailer Agreement

Date: _____

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Title: _____

Phone: _____ Alternate Phone: _____

Email: _____ Alternate Email: _____

Retail Locations in Henrico County: _____ (Minimum of 1 Required) Metro Region: _____

Participating Retailer Benefits: (Check One Only)

\$ 500 – Level Three

- Priority 3 website advertising for retailer to offer bonus rewards, discounts or specials through December 2011.
- Bonus rewards, discounts or specials can be changed daily
- Monthly email blast to all registered card holders
- Upgrade to higher sponsor level at any time
- One complete retail kit
- Payment in full at time of application

\$ 250 – Level Two

- Priority 2 website advertising for retailer to offer bonus rewards, discounts or specials through December 2011.
- Bonus rewards, discounts or specials can be changed daily
- Email blasts to all registered card holders every other month
- Upgrade to higher participating level or sponsor level at any time
- One complete retail kit
- Payment in full at time of application

\$ 100 – Level One

- Priority 1 website advertising for retailer to offer bonus rewards, discounts or specials through December 2011.
- Bonus rewards, discounts or specials can be changed daily
- Upgrade to higher participating level or sponsor level at any time
- One complete retail kit
- Payment in full at time of application

All payments should be mailed to: The Henrico Advantage Card / EHBA
PO Box 816
Sandston, VA 23150

Once the Agreement and payment is processed, your temporary username and password will be emailed to you.

Additional Questions regarding the program: AdvantageCard@co.henrico.va.us or (804) 501-4995

ENTIRE AGREEMENT

This Agreement, including the Terms of Use Agreement on the rear of this document, contains the entire Agreement between the Participating Retailer and the Founders of the Henrico Advantage Card program. No modification hereof shall be binding upon the parties unless in writing and signed by both parties to be bound. No oral or other statements, representations, or inducements have been made or relied upon by the parties, except as set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

Participating Retailer

Henrico Advantage Card Representative

Signature: _____

Signature: _____

Name:
Title:

Name:
Title:

HENRICO ADVANTAGE CARD TERMS OF USE AGREEMENT

1. HENRICO ADVANTAGE CARD PROGRAM

The Henrico Advantage card program was created by the Eastern Henrico Business association (EHBA), Lakeside Business Association (LBA), Henrico Business Leaders (HBL) hereafter referred to as the Founders for the purpose of respecting the 400th Birthday of Henrico County, Virginia, promoting County pride and awareness, providing new business opportunities for County businesses and savings for the public throughout central Virginia.

2. ACCEPTANCE OF TERMS

The Henrico Advantage Card program provides participating retailers and sponsors sales marketing and advertising opportunities to their customers through the Henrico Advantage Card website (www.henricoadvantagecard.com) for them to offer bonus rewards, discounts or specials to any customer who presents the Henrico Advantage Card (HAC) to them at the time of purchase, subject to the Terms of Use (TOU) stated in this Agreement. Specific guidelines for all HAC programs and services will be posted on the website and may change from time to time. It is the participating retailer's or sponsor's responsibility to be aware of and honor these guidelines at all times. Should you object to any of the terms or conditions of the TOU, programs or guidelines, or any subsequent modifications thereto or become dissatisfied with the Henrico Advantage Card program in any way, your only recourse is to immediately discontinue use of the Henrico Advantage Card program in its entirety and notify the Founders of the program immediately. Henrico Advantage Card has the right, but is not obligated, to strictly enforce the TOU through self-help, community moderation, active investigation, litigation and prosecution.

3. MODIFICATIONS TO THIS AGREEMENT

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes.

4. CONTENT

As a participating retailer or sponsor, you are solely responsible for all of your postings on the website, or information transmitted through the website. More specifically, you are entirely responsible for each individual Item of Content that you post, email or otherwise make available on the website. HAC makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such posting. You acknowledge that HAC does not pre-screen or approve Content, but that HAC shall have the right, but not the obligation, in its sole discretion to refuse, delete or move any Content that is available via the website.

5. PRIVACY AND INFORMATION DISCLOSURE

HAC has established a Privacy Policy to explain to users how their information is collected and used. Your use of the HAC website signifies acknowledgement of, and agreement, to our Privacy Policy. You further acknowledge and agree that HAC may, in its sole discretion, preserve or disclose your Content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce the TOU; respond to claims that any Content violates the rights of third-parties; respond to claims that contact information (e.g. phone number, street address) of a third-party has been posted or transmitted without their consent or as a form of harassment; protect the rights, property, or personal safety of HAC, its users or the general public.

6. CONDUCT

You agree not to post, email, or otherwise make available Content: a) that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way; b) that is pornographic or offensive; c) that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; d) that is false, deceptive, misleading, deceitful, misinformation, or constitutes "bait and switch"; e) that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement; f) that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law; g) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; h) that disrupts the normal flow of dialogue with an excessive amount of Content (flooding attack) to the website, or that otherwise negatively affects other users' ability to use the website; or i) that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the website.

7. NO SPAM POLICY

You understand and agree that sending unsolicited email advertisements (Spam) to HAC email addresses or through HAC computer systems are expressly prohibited by the TOU. Such violations may subject the sender and his or her agents to become liable for civil and criminal actions and penalties.

8. TERMINATION OF SERVICE

You agree that HAC, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the website (or any part thereof), immediately and without notice, and remove and discard any Content within the website, for any reason, including, without limitation, if HAC believes that you have acted inconsistently with the letter or spirit of the TOU.

9. DISCLAIMER OF WARRANTIES

YOU AGREE THAT USE OF THE HAC WEBSITE AND ITS SERVICES IS ENTIRELY AT YOUR OWN RISK. THE HAC WEBSITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, HAC DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE HAC WEBSITE AND ITS SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, HAC DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE HAC WEBSITE OR ITS SERVICES, OR ACCESSED THROUGH ANY LINKS ON THE HAC WEBSITE.

10. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL HAC BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF HAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE HAC WEBSITE OR ITS SERVICES, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE HAC WEBSITE OR ITS SERVICES, FROM INABILITY TO USE THE HAC WEBSITE OR ITS SERVICES, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE HAC WEBSITE OR ITS SERVICES. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE HAC WEBSITE OR ITS SERVICES OR ANY LINKS ON THE HAC WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE HAC WEBSITE OR ITS SERVICES OR ANY LINKS ON THE HAC WEBSITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

11. INDEMNITY

You agree to indemnify and hold harmless the Henrico Advantage Card program, HAC, its Founders, its officers, subsidiaries, affiliates, directors, officers, agents, service providers, and suppliers, from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of Content you submit, post or make available through the website, your use of the website, your violation of the TOU, your breach of any of the representations and warranties herein, or your violation of any rights of another.

12. FEEDBACK

We welcome your questions and comments about this document or the Henrico Advantage Card program by phone (501-4995) or by email (AdvantageCard@co.henrico.va.us).