



## Cal 1 Card Merchant Program Agreement

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by and between the Regents of the University of California, (herein referred to as "UC Berkeley or Cal 1 Card Program") and [Merchant's Name], at [Location of Merchant's Head Office] (herein referred to as the "Merchant").

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

**1. SCOPE OF SERVICE:** The Merchant and UC Berkeley agree to enter into this operating Agreement to permit use of the UC Berkeley Cal 1 Card for purchases of goods and services, as set forth in Attachment A, from the Merchant at the location generally known as [Merchant's Participating Location].

**2. TIME OF PERFORMANCE:** Services under this agreement shall commence on the date set forth above [Commencement Date] and shall terminate on [one year from the Commencement Date]. At the renewal date, sales during the prior 12 months using the Cal 1 Card will be evaluated to determine whether sales levels are sufficient to justify continuing use of the Cal 1 Card. The threshold is currently set at \$15,000. The Agreement shall thereafter be automatically renewed for 1 year (each such period shall constitute a "Renewal Term") unless the \$15,000 threshold is not achieved or the Agreement is terminated by the Merchant or UC Berkeley upon 30 days written notice of either party.

**3. COMPENSATION:** Participation fees, monthly fees, revenue payouts to the Merchant, and commissions paid to UC Berkeley shall be paid as set forth in Attachment B.

**4. ASSISTANCE:** UC Berkeley agrees upon the request of the Merchant to furnish materials, including one training session within 30 days of this agreement on how to use the readers and printers, advertising and operational information that are related to the subject matter of this Agreement and are necessary to the Merchant for completion of his performance under this Agreement.

The Merchant shall provide designated UC Berkeley personnel access to its facility in order to provide UC Berkeley with the ability to inspect the UC Berkeley Cal 1 Card system operations and for other reasons that may arise in regards to this Agreement.

**5. INSURANCE:** Merchant agrees to, at its sole expense; maintain a policy or policies of comprehensive or commercial general liability insurance, including bodily injury and property damage and statutory workers compensation. Merchant shall submit a certificate(s) of insurance evidencing such coverage if requested. It is the merchant's responsibility to maintain these during the entire term of the Agreement. Insurance companies authorized to sell insurance in the state of California shall provide all insurance coverage.

a. Worker's compensation - Statutory requirements and benefits.

b. Employer's Liability - \$1,000,000

c. General Liability - \$2,000,000 combined single limit. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Owner's and Contractor's Protective Liability and Personal Injury Liability.

d. If the business is a prepared food provider it is expected to display a current health inspection certificate.



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**6. INDEMNIFICATION:** University shall indemnify, defend and hold the Merchant, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

Merchant shall indemnify, defend and hold UNIVERSITY, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Merchant, its officers, agents, or employees.

The Merchant, its employees, assignees or subcontractors shall not be deemed employees or agents of UC Berkeley while performing under this Agreement.

**7. GENERAL PROVISIONS:** Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Service contained herein. Furthermore, the Merchant shall not assign, sublet or subcontract any work related to this Agreement without the prior written consent of UC Berkeley. In the event that the Merchant desires to subcontract some part of the work specified herein, the Merchant shall remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

**8. PROHIBITED TRANSACTIONS.** Merchant shall have a visible sign which states that the Cal 1 Card will not be accepted for the purchase of alcoholic beverages or tobacco products. Merchant acknowledges and agrees that if Merchant accepts a Cal 1 Card in payment for such products contrary to this covenant, UC Berkeley will not provide Merchant payment for such purchases, and that UC Berkeley will terminate/cancel this agreement immediately.

**9. INVENTIONS AND COPYRIGHTS:** The Merchant is prohibited from copyrighting any papers, interim reports, forms or other material and/or obtaining patents on any invention resulting from its performance under the Agreement.

**10. INTEGRATION AND MODIFICATION:** This Agreement and Attachments A and B contain all the terms and conditions agreed upon by the parties, and no other agreements, oral or otherwise, regarding this Agreement shall be deemed to exist or to bind any of the parties hereto. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

**11. COLLATERAL CONTRACTS:** Where there exists any inconsistency between this Agreement and other provisions of collateral contract agreements, which are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

**12. SEVERABILITY:** Each paragraph and provision of this Agreement is severable from the entire agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.



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**13. OWNERSHIP OF DOCUMENTS:** The Merchant shall not use any reports, studies, photographs, negatives or other documents prepared by the Merchant in the performance of its obligations under this Agreement or willingly allow or cause to have such materials used for any purpose other than performance of the Merchant's obligations under this Agreement without the prior written consent of UC Berkeley.

**14. APPLICABLE LAWS AND COURTS:** This Agreement shall be governed in all respects by the laws of the State of California and any litigation with respect thereto shall be brought in the Circuit Court of the City of Sacramento, California. The Merchant shall comply with applicable federal, state and local laws and regulations.

**15. REGISTRATION / LICENSES:** The Merchant shall possess and maintain throughout the period of performance, all licenses required by Federal or State of California Laws or regulations for the performance of any and all work including license regarding sale of product and services covered by this Agreement. The Merchant shall provide written proof of licensing when requested by UC Berkeley.

**16. TAXES:** The Merchant assumes complete responsibility for all taxes and fees associated with the services covered under this Agreement.

**17. ADVERTISING:** Merchants shall not advertise or promote its business or operation through use of the UC Berkeley name or its trademark, except that the Merchant may advertise and promote its business or operation through use of the Cal 1 Card name or logo using advertising which has been reviewed and approved in advance by the Cal 1 Card Program. UC Berkeley shall advertise and promote that the Cal 1 Card is honored at "participating on- and off-campus merchants" through media in conjunction with normal Cal 1 Card advertising. Individual Merchants shall be named in all Cal 1 Card advertising related to the Cal 1 Card debit program including the Cal 1 Card website.

Merchant hereby grants to UC Berkeley the right to use the following trademarks except: [merchant's trademarks] on marketing, promotional and other materials used by the Cal 1 Card Program to promote or advertise Merchant's participation in the Cal 1 Card Program. Merchant shall retain all right, title and interest in and to the Merchant Marks, and UC Berkeley shall not take any action contesting or impairing the rights of Merchant in and to the Merchants Marks. UC Berkeley right to use of the Merchant Marks shall automatically terminate upon the expiration or termination of this Agreement.

Merchant agrees that it will not include the Cal 1 Card logo in any advertisement or close proximity to any advertisement for brewed or alcoholic beverages, tobacco, firearms, or drug paraphernalia.

**18. AUDIT:** The Merchant hereby agrees to retain all books, records and other documents relative to this Agreement for a period of 2 years after final payment. UC Berkeley or its authorized agents shall have reasonable access to and the right to examine any of said materials for compliance with the terms and conditions of this Agreement for up to 2 years following termination.

**19. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that UC Berkeley shall be bound hereunder to reimburse Merchant monthly for all Cal 1 Card purchases properly approved at the time of the purchase, less commission and fees; as provided herein, of Merchants products or services by the authorized cardholder.



## Cal 1 Card Merchant Program Agreement

**20. CONTINGENCY:** UC Berkeley's performance of this contract is contingent upon its procurement of satisfactory equipment and associated operating systems for the Cal 1 Card Program. UC Berkeley shall use its best efforts to procure such equipment and system. If UC Berkeley is unable to procure such equipment and system, the Agreement shall immediately terminate and the parties shall be released of any and all obligations hereunder, except that UC Berkeley shall promptly refund any amount paid to it by Merchant hereunder.

**21. CANCELLATION OF AGREEMENT:** In addition to termination for contingency as describe in Paragraph 20 and Paragraph 8, UC Berkeley and Merchant reserve the right to cancel and terminate any resulting Agreement, in part or in whole, without penalty, with or without cause, upon 30 days written notice to the other party. Any Agreement cancellation notice shall not relieve either party of the obligation to continue to perform under the terms of the Agreement until the effective date of cancellation. Notwithstanding the aforementioned, such a termination by either party shall not affect any right or remedy of either party under this Agreement that has matured or accrued at the time of termination.

**22. RENEWAL OF AGREEMENT:** The fees or commission payable during any Renewal Term may be subject to adjustment. UC Berkeley will provide the Merchant written notice sixty (60) days prior to the expiration date of the then current term of any proposed increase to the fees or commissions. Merchant shall then have thirty (30) days to respond to any proposed increase. If Merchant fails to respond within said thirty (30) day period and/or terminate this Agreement in accordance with Section 21 then said increase shall be deemed approved. The Merchant agrees to pay the Cal 1 Card Program the annual participation fee of \$250. Any approved fee or commission increases will be effective at the beginning of the then current Renewal Term.

**23. WRITTEN NOTICE:** Whenever any notice is required or permitted under this Agreement, such notice shall be in writing. Notices required or permitted under this Agreement shall be delivered as follows or at such other addresses as have therefore been specified by written notice.

### UC BERKELEY

### MERCHANT

University of California, Berkeley  
Residential and Student Programs  
Cal 1 Card Program  
2610 Channing Way  
Berkeley, California 94720-2272  
Attn: Judith Yasnyi Fendel

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**24. FORCE MAJEURE:** UC Berkeley and Merchant agree that if by any reason of strike or other labor disputes, civil disorders, inclement weather, acts of God or any other unavoidable cause, either UC Berkeley or the Merchant is unable to completely perform its obligations under this Agreement, that such non-performance will not be considered a breach of this Agreement. If either party finds that it cannot completely perform under the terms of this Agreement, such non-performing party shall notify the other party immediately in writing as to the cause and expected duration of the non-performance.

Notwithstanding the above, it is agreed that prolonged or frequent non-performance under this Agreement may result in termination of this Agreement prior to expiration.



## Cal 1 Card Merchant Program Agreement

**25. ANTI-DISCRIMINATION:** By signature to this Agreement, Merchant certifies to UC Berkeley that they are familiar with and will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the California Fair Employment Act of 1975, as amended, where applicable, the Californians With Disabilities Act, the Americans With Disabilities Act and the California Public Procurement Act which provides:

a. During the performance of this Agreement, the Merchant agrees as follows:

i. The Merchant will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Merchant. The Merchant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

ii. The Merchant, in all solicitations or advertisements for employees placed by or on behalf of the Merchant, will state that such Merchant is an equal opportunity employer.

iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

**26. ETHICS IN PUBLIC CONTRACTING:** By signature to this Agreement, the Merchant certifies that this Agreement is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other business, supplier, manufacturer or subcontractor in connection with this Agreement, and that they have not conferred on any UC Berkeley employee having official responsibility for this procurement transaction and payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**27. DRUG FREE WORK PLACE:** The Merchant acknowledges and certifies that it understands the following acts by the Merchant, its employees and/or agents performing services on State property [for merchants leasing space from the university] are prohibited:

a. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

b. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

c. The Merchant further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by UC Berkeley in addition to any criminal penalties that may result from such conduct.

**28. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By signature to this Agreement, the Merchant certifies that they do not and will not during the performance of this Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

IN WITNESS THEREOF the parties have caused the Agreement to be executed by the following duly authorized officials:



## Cal 1 Card Merchant Program Agreement

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

### UC BERKELEY

### MERCHANT

University of California, Berkeley

\_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Title





## Attachment A

### SCOPE OF SERVICE AND FEES AND COMMISSION

**1. PURPOSE:** UC Berkeley and (Merchant) enter into this Agreement to provide a method for participants in the Cal 1 Card Program to purchase goods and services from the Merchant through the use of the Cal 1 Card which is a debit card.

**2. BACKGROUND:** The Cal 1 Card Program is a UC Berkeley sponsored program. Commencing August of 2002, the University implemented a discretionary spending account program entitled, "Cal 1 Card debit account", which is accessible through an automated debit card privilege access control system (sometimes referred to as the "Cal 1 Card Program"). The account is a declining balance account and it is maintained in the participant's name. Cal 1 Card cardholders with funds in their accounts are able to purchase goods and services at various authorized participating locations. Sales made by participating, local, on- or off-campus Merchants through the Cal 1 Card Program are reimbursed to the Merchant at the end of each revenue period. The Cal 1 Card office hours are from 9:00am to 5:00pm, Monday through Friday; Telephone 510.643.6839. Cal 1 Card problems experienced by Merchants can be reported by leaving a voice mail message at 510.643.8375. All messages left outside of those listed hours will be returned the next business day.

**3. CAL 1 CARD GENERAL REQUIREMENTS:** The Merchant agrees that the retail prices of goods and services sold to participants under this Agreement, including any discounts, special promotions and/or sales, or coupons will be no higher than the retail prices charged to the general public.

Purchases can only be made by swiping card through reader. Hand-entry of card number is not allowed.

If the Cal 1 Card Program indicates that the Cal 1 Card has been reported lost or stolen, the Merchant shall attempt to retain that Cal 1 Card unless in Merchant's discretion of the customer's objections or conduct makes retaining the Cal 1 Card inadvisable. The Merchant shall report immediately any suspicious sales transactions or attempted sales transactions to the Cal 1 Card Program as well as information about the individual who was attempting to use that card. Merchant shall promptly return any Cards retained or left at the Merchant's location by cardholders to the Cal 1 Card Office.

Only the individual in whose name the Cal 1 Card account was opened may use the card for purchases. The authorized account holder must be present at the time of the sale. The Merchant must make a visual comparison of the intended card user to the photo identification contained on the Cal 1 Card to ensure that the purchaser is the authorized account holder. The Cal 1 Card Program assumes no responsibility for Merchant sales performed when the account holder was not present or against lost or stolen cards.

Interest will not be paid to the Merchant on such sales made during any revenue period.

The Cal 1 Card Program is not responsible for sales / revenue lost during any malfunction of the Cal 1 Card system or due to the misuse of the system by the Merchant or its employees.

The Merchant, at its discretion, reserves the right to refuse service to any customer, except that the Merchant may not engage in unlawful discrimination. Merchant shall be responsible to refund the Cal 1 Card Program for any fraudulent sales made with a lost or stolen Cal 1 Card. Also, there will be no payment made to a merchant for fraudulent transactions. Fraudulent transactions could include the use of a lost or stolen card.





**4. REQUIREMENTS FOR CONNECTION TO THE CAL 1 CARD SYSTEM:** Connectivity to and operation within the Cal 1 Card Program requires a Verifone card reader (Tranz330 terminal), a Verifone p-250 printer and an analog phone line. Merchants will lease the Verifone card reader (Tranz330 terminal), and the Verifone p-250 printer from the Cal 1 Card Program. There will be a one time lease payment of \$140 with no prorating. The Cal 1 Card Program will be responsible for maintaining the software on the Merchant's Verifone reader and will supply a replacement reader in the event of a technical problems.

**The Merchant is responsible for payment of all installation costs and monthly service charges to the regional telephone service carrier associated with the installation at Merchant's place of business of the telephone line(s) to connect the VeriFone equipment to the Cal 1 Card Program. The VeriFone equipment requires a dedicated standard phone line, without features, in order to access the Cal 1 Card System. The regional telephone service carrier will be responsible for notifying Merchant of any increases in telephone line(s) installation and monthly service charges. Merchant must give written notice to the University's Cal 1 Card Program of any change in the telephone number attached to the VeriFone equipment utilized in conjunction with the Cal 1 Card Program no less than one (1) week prior to any change in telephone numbers.**

The Merchant, at its cost, is responsible for providing electrical power for all VeriFone equipment located at the Merchant's place of business as well as all printer paper and any other supplies and materials. The Cal 1 Card Program will install the necessary hardware and software. At the time of installation, a Cal 1 Card Program representative will train the Merchant on the proper use of the Cal 1 Card Program equipment, including card acceptance policies and procedures, and other aspects of the Cal 1 Card Program.

Prior to installation, the annual participation fee of \$250 will be paid to the Cal 1 Card Program. The annual participation fee covers the costs associated to marketing the partnership. As a Cal 1 Card merchant, the annual participation fee will include the following marketing opportunities: 1) all individual merchants will be named in all Cal 1 Card advertising materials related the Cal 1 Card Program, 2) merchants will be announced in the form of a poster on the Cal 1 Card office window for a minimum of three months time, 3) special merchant requests, such as register talkers are available upon request, quantity requested will be determined by the Cal 1 Card Marketing Coordinator, 4) at the time of equipment installation, all merchants will be given three laminated pennants and register stickers to be displayed in the merchant's business to assist with point of sale promotion of the partnership, 5) all merchants will be added to the Cal 1 Card website and will be included in the tri-annual (every four months) e-newsletter, 6) merchants will benefit from expansive exposure to the faculty, staff and student body via a variety of campus outreach events throughout the year. Marketing opportunities beyond those noted above are available at an additional cost. Contact the Cal 1 Card Marketing Coordinator with special requests and to find out about collaborative promotional opportunities at, 510.643.8375.

Additionally each participating merchant location will be charged a \$25 monthly fee. The monthly fees covers the costs associated with monthly payment processing and technical systems servicing as well as equipment maintenance.

**5. COMMISSION:** The Merchant will make payments to UC Regents during the term of this Agreement. The commissions will be an amount equal to [\_\_%] of the Merchant's gross sales through the Cal 1 Card Program during the most recently completed revenue payout period. The commission payment is not related in any manner to maintenance or technical systems services performed on the Cal 1 Card system. The procedure for determining the correct commission payment is described in ATTACHMENT B (Purchasing and Accounting Procedures).





**6. PURCHASING PROCESS:** Cal 1 Card participants will place orders directly with the Merchant. The Merchant will have in place a card reader linked to the Cal 1 Card system to verify (as the purchase is made) that adequate funds are available in the account to pay for the order. The procedures contained herein and in ATTACHMENT B are to be adhered to during the term of this Agreement.

**7. CAL 1 CARD SYSTEM MALFUNCTIONS:** If at any time the Cal 1 Card system at the Merchant’s location malfunctions or otherwise indicates improper operation, the Merchant shall not utilize the system or accept the card as payment in the conduct of business under this Agreement. The Merchant should immediately telephone the Cal 1 Card IT Support Line at 510.642.7700 or, if after office hours, leave a voice mail message at this same number. If the Cal 1 Card Program hours of operation are altered to such a degree that would affect the business covered under this Agreement; notification will be furnished to the Merchant by the Cal 1 Card Program.

Upon notification of a malfunction, a Cal 1 Card team member will inspect the system to determine if the problem is due to a Cal 1 Card software or hardware failure. In either instance, the Cal 1 Card Program will make its best effort to correct the malfunction by the next business day. If the problem is determined by the Cal 1 Card Program to be caused by the hardware leased to the Merchant, the Cal 1 Card Program will provide the Merchant with a replacement reader.

**8. SURRENDER OF CAL 1 CARD LEASED EQUIPMENT:** Upon termination of this Agreement, the Merchant is required to return the leased reader(s) and printer(s) to the Cal 1 Card Program.

IN WITNESS THEREOF the parties have caused this Attachment to the basic Agreement to be executed by the following duly authorized officials:

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

**MERCHANT**

\_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title





## **Attachment B**

### **PURCHASES AND ACCOUNTING PROCEDURES**

#### **I. PURCHASES PROCEDURE**

1. Authorized cardholder requests goods or services from a Merchant using the Cal 1 Card.
2. Merchant totals amount of goods or services purchased, including tax, and notifies the cardholder of the total amount to be deducted.
3. Merchant verifies cardholder's photo on the identification card to the customer and swipes the Cal 1 Card in the reader.
4. Merchant enters the total amount of the sale to be charged to the cardholder's account into the reader which sends the information to the Cal 1 Card system.
5. If the cardholder's account has sufficient funds to cover the purchase, the message [BAL: \$###.##] will return to the display of the reader. A receipt will be printed showing the total amount deducted from the account. Customer must sign the receipt and merchant must verify signature on the receipt with signature on the card.
6. If there are not sufficient funds in the account to cover the total purchase, the message [NOT ENOUGH FUNDS] will return on the display of the reader. A split payment may be used at the Merchant's discretion.
7. If the card has been reported lost or stolen, the message [CARD LOST or LOST CARD] will return on the display of the reader. When this occurs, reasonable attempts should be made to retain the card so it can be returned to the Cal 1 Card Office. If the Merchant is not able to retain the card, information regarding this attempted transaction must be shared with the Cal 1 Card Office as soon as reasonably possible. In any case, use of a card reported as lost or stolen shall be reported to the Cal 1 Card Office as soon as reasonably possible — 510.643.6839.
8. If a cardholder does not have a Cal 1 Card account established, the message [NO ACCOUNT or DENIED] will return to the display of the reader. No transactions should be conducted in these cases.
9. BEFORE Upon sale of merchandise or services, the Merchant must compare the photo on the ID card with the cardholder. If the information matches, a copy of the receipt is provided to the cardholder for signature and the Merchant retains the original.
10. The Merchant is not authorized to maintain a manual listing of Student, Faculty or Staff ID numbers at any workstations.
11. The merchant will not swipe the Cal 1Card through any system or device other than the equipment provided by the Cal 1 Card program. If the merchant wishes to track Cal 1 Card transactions in an existing point-of-sale system, the merchant should manually enter the transaction rather than swiping the Cal 1 Card.



## II. ACCOUNTING PROCEDURES

1. The Cal 1 Card Program provides accounting documentation to the Merchant.
  - a. A monthly statement will be emailed to Merchants for reconciliation. These reports are the basis for revenue payout to Merchants. Additionally, the Merchant will have access to totals at any time on the Verifone reader.
  - b. If there is a discrepancy between the monthly statement and the Merchant totals, the Cal 1 Card Program will process the payment based upon the monthly statement and notify the Merchant. The Merchant then has 30 days to reconcile and resolve the discrepancy. Any amount owed the Merchant will be included in next month's payment.
  - c. The Cal 1 Card Program reserves the right at its sole cost and expense to audit any Cal 1 Card transactions to determine if a sale or refund occurred.
  - d. Merchant shall maintain the same policies as are customarily used for credit card transactions for refunds, exchanges, returns, or price adjustments for Cal 1 Card purchases.
  - e. Merchant shall *not* make any cash advance, cash refund, or cash withdrawal as part of a Cal 1 Card transaction.
  - f. Merchant shall *not* increase the price or impose any fee or surcharge upon any customer who uses a Cal 1 Card for payment of any transaction.
  - g. Merchant shall *not* establish minimum or maximum transaction amounts as a condition for honoring Cal 1Cards.
  - h. Merchant may *not* request personal cardholder information as a condition of sale.
2. The revenue payment due to the Merchant from the Cal 1 Card Program will be determined as follows:
  - a. The Cal 1 Card Program has established the first (1st) through the last day of each month as revenue periods. Revenue earned during the most recently completed period, less commission, should be mailed or electronically transferred to the Merchant within fifteen (15) working days after the end of the revenue period.
  - b. The Cal 1 Card Program will retain a percent of the Merchant's total sales during each revenue period (per ATTACHMENT A, Section 5) and any other payment(s) due to the Cal 1 Card Program (see c. below) and will remit the net remaining balance to the Merchant. Commission rates are as follows: 3% for Campus Departments, 4% for Campus Affiliates (merchants who are leasing from a University Department), and 6% for Off-Campus Merchants.
  - c. A participation fee of \$250 (per ATTACHMENT A, Section 4) will be paid to the Cal 1 Card Program prior to installation. An annual participation fee will be paid to the Cal 1 Card Program (per ATTACHMENT A, Section 4), amount to be deducted from the renewal month's revenue payment due to the Merchant. A monthly fee of \$25 will be paid to the Cal 1 Card Program each month (per ATTACHMENT A, Section 4).



- 3. The Cal 1 Card Program will perform the following procedures to obtain the necessary information to close out each monthly period.
  - a. The Cal 1 Card Program will generate monthly statements from the system showing all Cal 1 Card transactions processed by the Merchant during that reporting period and will provide the report to the Merchant for reconciliation.
  - b. The Cal 1 Card Program will furnish the Accounts Payable Office the amount of the payment to be made to the Merchant (Sales transactions less refunds, commissions and fees).
  - c. The report will be furnished to the Merchant by the Cal 1 Card Program for each periodic payout indicating the amount of reconciled transactions and the payment to be made.

IN WITNESS THEREOF the parties have caused this Attachment to the basic Agreement to be executed by the following duly authorized officials:

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

**MERCHANT**

\_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

