

Membership Application & Agreement

Business Information

Business Name _____ Telephone# () _____ ext. _____
 DBA (if applicable) _____ FAX# () _____
 Address _____ Cellular# () _____
 Address cont. _____ Website www. _____
 City _____ State _____ Zip _____ Fed. Tax ID or SS# _____
 Ownership Type: Sole Prop. Partnership Corporation LLC

Contact(s) Information

Owner's Name _____ email _____
 Primary Contact (if different) _____ email _____
 Additional Contact _____ email _____
 Additional Contact _____ email _____

Directory Information

Primary Category _____ Category 2 _____
 Category 3 _____ Category 4 _____
 Directory Description _____

Payment Information Fees & Dues

One Time Membership Fee: \$0.00 Monthly Service Fee: \$9.99

Transaction Commissions: Member agrees to pay monthly a 5% cash, 2%VCA fee on all purchases and sales made using the VCA network.

Auto Pay: Member authorizes VCA to charge Member's account or credit card the amount of any balance due on the Member's VCA Account on the 1st of each month for the prior month statement balance. Authorization will remain in effect until written cancellation is received by VCA. Member understands that first months monthly fee will be charged at time of signing to confirm auto pay form is valid. Member's Initials _____

    

Account # _____ Exp. Date _____ Sec Code _____

Bank Name _____ Account # _____ Routing # _____

Monthly Service Fee Prepayment Program: By electing to prepay monthly fees one year at a time, Member is eligible for a \$4.99 per month reduction in fee. Member is agreeing to pay upon VCA Corporate's approval of this Application a fee of \$60 and again on the anniversary date each year for the life of the agreement.

Application Agreement

I understand that I must provide all the information in this application and I verify its accuracy under the penalties of perjury. I also understand that the fees are due per application terms and that there will be no refunds. VCA reserves the right to adjust its fees at any time. This agreement becomes effective when approved by an officer of VCA at the VCA Corporate office. If this application is accepted, the company and the individual signing for the company agree to assume joint and several responsibility for all purchases and fees outlined in the Membership Application and the Operating Rules for VCA (available online at www.valuecardalliance.com).

Credit Line Requested \$ _____ **USE OF CREDIT LINE MUST BE OFFSET BY VCA CREDIT SALES**

Applicants Signature _____ Title _____ Date _____

Referred by _____ Date Referral Paid _____

VCA Agent _____ Trade Broker Assigned _____

Notes _____

Value Card Alliance

THESE RULES ARE PART OF YOUR MEMBERSHIP AGREEMENT

(A full version of your VCA Membership Agreement is available online at www.valuecardalliance.com)

All users of the VCA system, including individuals signing for the buyer, the transferee if any and the company in whose name the account is issued assume joint and several responsibility and agree to pay to VCA the fees and purchases in excess of sales.

1. SALES AND PURCHASE PROCEDURES

A. Member selling percentages for VCA transactions

- 1) Retail goods and services must sell at 100%VCA
- 2) Large unit sales over \$5,000 are negotiable % between buyer and seller.
- 3) Seller must sell at regular retail or prevailing prices. Excessive charging is a violation of membership agreement.

B. Member buying percentage for VCA transactions.

- 1) Buyer must identify himself or herself as a VCA member before making purchase.
- 2) Member should make their sales and purchases with the same diligence they use for cash transactions. VCA is not responsible for pricing, products, services, delivery, collections, or any other sale or purchase problem.
- 3) Taxes and gratuities are due in cash. A minimum of 15% gratuity is due on all sit down dining transactions.

2. VCA SERVICES AND ACCOUNTING PROCEDURES

A. VCA primarily provides a trade service to acquaint members with products and services offered in the VCA System. No representation is made that all products and services are available at all times. Further, VCA provides monthly accounting for members of the VCA system.

B. Member agrees to use the proper accounting instructions as follows,

- 1) Buyer is responsible for providing Seller with the correct VCA identification including but not limited to VCA account number, business name registered with VCA and the name of the person making the purchase.
- 2) Seller is responsible for creating and maintaining sale information including written authorization, proof of delivery or services rendered in the event of a dispute.
- 3) Seller must receive a VCA authorization number prior to releasing goods or providing service to guarantee payment.
- 4) Direct trades between members without the transfer of VCA credits are prohibited
- 5) Violation of 1) through 4) above can result in an additional 20% cash fee charge to Member's account and/or termination.

C. VCA is not responsible for and Member agrees to hold harmless from the following:

- 1) Collection of VCA credits or cash funds for transactions between members.
- 2) Products, services and any other sale or purchase problems between members.
- 3) Disputes between non-payments arising from VCA purchase and sale transactions with other members functioning as the Buyer or Seller.
- 4) Use of member account by other than individuals authorized to utilize the VCA account.

6. PROBLEM TRANSACTION PROCEDURES

A. Buyer may stop payment on a VCA transaction providing the written request is received prior to processing by VCA.

B. Seller must provide VCA with invoice or proof of transaction. If proof is not provided VCA has the authority to reverse the transaction.

C. Disputes must be made in writing with VCA within 30 days of statement date or will be considered valid by VCA.

D. To settle disputes, a Member may contract with an independent Arbitration/Mediation service.

E. VCA has the right to reject any VCA transaction that does not conform to the required procedures and when Buyer does not have sufficient funds or is in a past due fee status.

7. VCA RESTAURANT SCRIP

A. VCA Members who qualify to accept VCA Restaurant Scrip are provided the following deposit options,

1. Hand delivery to any VCA office
2. Mail to the VCA Corporate office located at 2010 W Parkside Ln., STE 100, Phoenix AZ 85027. VCA does not guarantee delivery receipt by mail. Lost deposits will not be credited.
3. In select markets, for a fee of \$12 cash per month, VCA will arrange for a courier pickup. This is available one time per month only.

B. Member will not be credited for deposit until received by VCA Corporate.

8. TAXES

A. Buyer must pay sales tax at time of purchase. Seller must remit sales tax to

state as with any other type of purchase.

B. Member is responsible for including barter sales as part of gross income reported to respective State and Federal agencies. Member should consult with an accountant and/or tax experts as to VCA sales and purchases effect Member's net income.

C. VCA is required to report all VCA barter sales on 1099 report to the IRS.

D. It is Member's responsibility to notify VCA of any changes of tax reporting Federal ID or Social Security number prior to December 31st in the year of the change.

9. CREDIT LINES/EXTENSION OF CREDIT

A. VCA may extend a Credit Line to the Member on terms and conditions as determined by VCA in its sole discretion. VCA may, in its sole discretion and without liability to Member or any Authorized User, at any time for any reason without prior notice,

1) Change the Account's Credit Line at any time for any reason

2) Permit any negative Account Balance to exceed the Credit Line VCA has set from time to time

B. Member acknowledges that any Credit Line extended to the Member shall carry fees and other charges, including, but not limited to, late charges and over-limit fees. Specifically Member's transaction commission will be charged at time of use and a 1.5% per month VCA credit fee will be due upon the amount of outstanding VCA credit balance.

C. Any account in arrears over ninety (60) days in fees due may have any Credit Line immediately revoked by VCA at any time thereafter unless or until all fees and charges are paid in full. Upon such revocation the entire amount of the negative Account Balance may, at VCA's sole discretion, become immediately due and payable in an amount equal to one U.S. Dollar per VCA Dollar owed.

10. CANCELLATION

A. Member or VCA may issue written notice of intent to cancel at any time. All cash fees and dues billed, plus service fees on unspent credit may become immediately due and payable.

1) Member with sales exceeding purchases will be canceled when all cash fees are paid and spent out of VCA credits is completed.

2) Member with purchases exceeding sales must immediately balance account with sales or pay balance in cash.

3) All monthly dues and fees will continue to be charged until account is closed.

4) Any prepayment of monthly dues or fees will not be refunded.

B. Member agrees to provide 30 days advance notice so VCA may properly inform other VCA Members of change of status.

1) If Member does not provide agreed to notification, VCA reserves the right to appropriate any remaining balance of VCA credits.

11. FEES

A. Member agrees to pay VCA the following (unless otherwise agreed to in writing):

1) A monthly fee of \$9.99 cash or annually a fee of \$60.00 cash.

2) 5% cash fee on all transactions (purchases and sales) made through the VCA system.

3) 2% VCA credit fee on all transactions (purchase and sales) made through the VCA system.

B. All VCA credit fees will be charged at the time of transaction. All cash fees are due to VCA on the 1st of each month for the statement prior.

12. COLLECTIONS

A. Member agrees to pay all fees due on time to VCA. If Member does not pay fees due and has not made prior arrangements with VCA, VCA may take the following action:

1) Current balance due - notification electronically

2) 30 days past due - notification sent electronically and by phone

3) 60 days past due - notification sent electronically and by phone. Any VCA credit balance available will be withheld from use.

4) 90 days past due - notification sent electronically and by phone. VCA credit balance withheld. Letter sent by mail and electronically that account is set to be turned over to an outside collections agency.

5) 120+ days past due - notification sent electronically. Account is assigned to an outside collections agency. All fees and negative VCA credit balance (if any) along with any collections costs are handled by agency. Any positive VCA balance is forfeit.

By purchasing and/or making a sale within the VCA System Member agrees to all rules and regulations above and as detailed in the VCA Membership Agreement. Further, Member agrees to be liable for all charges to the Primary and additional accounts issued at Member's request.