



## Prattville Snowbird Program Agreement

**THIS AGREEMENT**, made on \_\_\_\_\_ by and between the Prattville Area Chamber of Commerce, with a place of business at 131 North Court Street, Prattville, Alabama 36067, and a telephone number of (334) 365-7392, hereinafter referred to as “**Issuer.**”

\_\_\_\_\_ a Prattville Alabama Business whose address is \_\_\_\_\_, City of Prattville, State of Alabama with Zip Code of \_\_\_\_\_ and telephone number (include area code) of \_\_\_\_\_, hereinafter referred to as “**Merchant.**”

### RECITALS

The parties recite and declare:

- A. Issuer operates the **Prattville Snowbird Club**; hereinafter called the “**Program**”.
- B. In connection with the program, Issuer issues the **Snowbird Card** to be honored by participating Merchants.
- C. Merchant desires to participate in the Program and will honor the **Snowbird Card** in connection with the sale of merchandise and services that will result, from time to time, upon presentation of Issuer’s card at Merchant’s establishment(s).
- D. Issuer requires that, condition of being a participant in the Program, the Merchant honor the **Snowbird Card** in accordance with the terms of this Agreement.

### Duty to Honor the Card

Subject to the provisions of this Agreement, Merchant agrees to honor the card in accordance with its terms, contracted for by Merchant, under the terms and agreements with merchants honoring such Card as stated herein, subject to Merchant having the ability to properly identify the Cardholder as the authorized user.

## **Acceptance of Card by Merchant**

Subject to the provisions contained in the Agreement, Merchant shall accept the card when presented for payment, for reduction in the total purchase price for either services or items purchased from Merchant, in accordance with its Agreement with Issuer.

In accordance with the above, the Agreement that Merchant has with Issuer is as follows:

- A. Merchant agrees not to discriminate against any person using, or deriving use, of the Card.
- B. Merchant and Issuer agree that Merchant does not have to honor the Card during recognized holidays or when Merchant runs marketing specials with prices lower than normally established prices.
- C. The Card may be used by the Cardholder at each particular Merchant's place of business, once per visit, with unlimited visits for a period including January 1, 2018, through December 31, 2018 after which Merchant shall be free of its obligations hereunder, unless under an additional Agreement.

## **Duration and Termination**

This agreement between Issuer and Merchant shall continue in full force and effect from the effective date of January 1, 2019, through December 31, 2019, after which Merchant shall be free of its obligations hereunder, unless he renews under an additional Agreement.

## **Binding Effect**

This Agreement shall be binding on, and inure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and assigns.

## **Governing Law**

This Agreement shall be governed and construed and enforceable in accordance with the laws of the State of Alabama.

## **Entire Agreement**

This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding on either party, except to the extent incorporated in this Agreement.

Any modification of this agreement or additional obligations assumed by either party in connection with this agreement or additional obligations assumed by either party in connection with this agreement shall be binding, only if in writing, signed by each party, and attached to this agreement as an Addendum.

## **Notification**

Issuer agrees that it shall put on Prattville Area Chamber of Commerce website a notification that the Merchant, who is party to the Agreement, is a participant in the **Prattville Snowbird** Card Program.

