

**COMMONWEALTH OF PENNSYLVANIA
SERVICE PURCHASE CONTRACT**

CONTRACTOR'S NAME & ADDRESS	ISSUING OFFICE	SHOW THE FOLLOWING CONTRACT NUMBER ON YOUR INVOICE:
		PROVIDE SERVICE AND BILL TO:
	PURCHASING DEPARTMENT 223 STRATTON ADMIN. BLDG. KUTZTOWN UNIVERSITY KUTZTOWN, PA 19530	KUMA- ACCOUNTS PAYABLE 221 STRATTON ADMIN. BLDG. KUTZTOWN UNIVERSITY KUTZTOWN, PA 19530
CONTACT PERSON:	CONTACT PERSON: Barbara Reitz	CONTACT PERSON: Mary Vink
E-MAIL:	E-MAIL: reitz@kutztown.edu	E-MAIL: vink@kutztown.edu
PHONE:	PHONE: 610-683-4132	PHONE: 610-683-4147
FAX:	FAX: 610-683-4836	FAX: 610-683-4836

EFFECTIVE DATE:	EXPIRATION DATE:	CONTRACTOR'S FEDERAL ID #/SSN:	CONTRACT NOT TO EXCEED: \$0.00
------------------------	-------------------------	---------------------------------------	---

SPECIFIED SERVICES	QUANTITY	UNIT PRICE	TOTAL PRICE
<p>SP – FIVE (5) YEAR OFF-CAMPUS MERCHANT AGREEMENT FOR KUTZTOWN UNIVERSITY'S DEBIT CARD PROGRAM "BEAR BUCKS"</p> <p>ATTACHMENT 1 (7 PGS) CONSISTING OF THE "OFF CAMPUS MERCHANT AGREEMENT"; ATTACHMENT 2 (1 PG) CONSISTING OF THE "MERCHANT APPLICATION"; ATTACHMENT 3 (5 PGS) CONSISTING OF THE "TERMS AND CONDITIONS FOR SERVICES"; ATTACHMENT 4 (1 PG) CONSISTING OF THE "DEFINITION OF TERMS"; ATTACHMENT 5 (2 PGS) CONSISTING OF THE "READER RENTAL AGREEMENT" ARE ALL ATTACHED HERETO AND SHALL BE MADE PARTS OF THIS CONTRACT</p> <p>UNIVERSITY SERVICE FEE ASSESSMENT AND MERCHANT REIMBURSEMENT SCHEDULE WILL BE DEPENDENT ON THE OPTION SELECTED IN THE "PAYMENT/REPORTING " SCHEDULE IN ATTACHMENT 1, PAGE 7 OF 8</p>			0.00

SERVICE CODE:		TOTAL	\$0.00
----------------------	--	--------------	---------------

In compliance with the contract terms, conditions, and specifications, the undersigned, on behalf of the Contractor, which intends to be legally bound hereby, offers and agrees, to provide the specific services at the price(s) set forth above at the time(s) and point(s) specified. In addition to this document, the following bid and contract terms, conditions, and specifications are a part of the Contract: 1. Additional Terms and Conditions

The contractor shall act as an independent contractor and shall not be deemed an employee of the University or the Commonwealth.

COMMONWEALTH SIGNATURE		BIDDER/CONTRACTOR'S SIGNATURE (IN INK)	
Purchasing Agency Head or Designee	Date	President/Vice President/Manager/Partner/Owner (Sign Below, Print Name, and Circle Title)	Date
APPROVED AS TO FISCAL RESPONSIBILITY, BUDGETARY APPROPRIATENESS AND AVAILABILITY OF FUNDS		Secretary/Assistant Secretary/Treasurer/Assistant Treasurer (Sign Below, Print Name, and Circle Title)	Date
Comptroller	Date		

**COMMONWEALTH ATTORNEY APPROVALS
APPROVED AS TO FORM AND LEGALITY**

Purchasing Agency Attorney	Date	Office of General Counsel (If Required)	Date
----------------------------	------	---	------



OFF-CAMPUS MERCHANT FIVE YEAR AGREEMENT

RECITALS:

- WHEREAS,** commencing June 1, 2004, KU Card Office offered to Kutztown University of Pennsylvania (hereinafter KU or University) faculty, staff and students a discretionary spending program which is accessible through an automated debit card privilege access control system, called "Bear Bucks";
- WHEREAS,** using the "Bear Bucks,"; KU faculty, staff and students are able to purchase goods and services at various off campus locations by using their KU identification card (KU Card);
- WHEREAS,** Merchant desires to provide such goods and services to Kutztown University of Pennsylvania faculty, staff and students through Bear Bucks";
- NOW, THEREFORE,** in consideration of the foregoing, the parties mutually agree as follows:

1. TERM.

This Agreement shall commence on the Effective Date of the Equipment Installation and shall terminate five (5) years from said date unless sooner terminated as provided herein. Notwithstanding the foregoing, either the KU Card Office or the Merchant shall have the right to terminate their participation in this Agreement at any time during the Term by providing the other party with thirty (30) days prior written notice of such termination. Termination pursuant to this provision shall be effective thirty (30) days after the providing of such notice by the terminating party upon the non-terminating party. In the event either party to this Agreement exercises the right to terminate this Agreement as herein provided, as of the date of termination, neither party shall have any further obligation or liability hereunder.

2. RESPONSIBILITIES OF MERCHANT.

- A. **Equipment and Data Lines.** During the term of this Agreement, Merchant agrees to furnish, at its costs and expense, the equipment (customized Verifone Vx570) and phone lines as necessary or required to interface with the "Bear Bucks" system. KU Card Office will program the Verifone readers to work with the KU Card System "Bear Bucks" for a one-time charge of \$100 per reader.
- B. **Fees and Payment Terms.** During the term of this Agreement, Merchant agrees to pay to KU Card Office a Service Charge for the privilege of accepting payments using "Bear Bucks". The Service Charge shall be equal to 4% of gross "Bear Bucks" debit card transaction sales when KU provides monthly reimbursement to the merchant or 5% of gross "Bear Bucks" and debit card transactions sales when KU provides weekly payment in the manner provided herein after.

KU Card Office will provide the Merchant a monthly or weekly report list totals for the "Bear Bucks" transactions. The KU Card Office shall pay Merchant at that time for the "Bear Bucks" debit transactions

attributable to Merchant's business, less the Service Charge. Notwithstanding the foregoing, KU Card Office shall not be responsible or obligated to pay Merchant for any "Bear Bucks" debit card transactions which are prohibited hereunder, or which are processed by Merchant on a stolen or invalid KU Card.

- C. Card Inspection. Merchant will verify by visual inspection that the person in the possession of the KU Card is the person pictured in the photo on that photo KU Card prior to accepting a KU Card payment for delivery of goods and services. Merchant acknowledges and agrees that KU Card Office shall not be liable for payment to Merchant for any KU Card transactions consummated by Merchant on a lost or stolen KU Card, it being expressly acknowledged and agreed by Merchant that Merchant shall be solely responsible for verifying the validity of any KU Card presented to Merchant in payment for Merchant's goods and services.
- D. Service Availability. If at any time, the equipment at Merchant's location indicates an off-line status or otherwise is operating improperly, Merchant shall notify the KU Card Office immediately by telephone at (610) 683-4825, during KU Card Office hours. If Merchant continues to accept KU Card(s) while in an "off-line" mode without first notifying the KU Card Office, then the University shall not make payment for any transaction which is later denied by the KU Card Office due to insufficient funds or because the card was invalid. In no event shall the KU Card Office be liable for any losses, damages, claims, costs or expenses suffered or incurred by Merchant due to failure of the equipment or verification system to operate properly.
- E. Prohibited Transactions. KU Card transactions shall be for the purchasing of goods or services. The following transactions are strictly prohibited and Merchant acknowledges and agrees that if Merchant accepts a KU Card in exchange for items contrary to this covenant, KU Card Office will not reimburse Merchant for items provided.

- **Merchant shall not accept the KU Card in exchange for cash.**

- **Any gratuity paid with "Bear Bucks" shall not exceed usual and customary industry standards.**

- **Merchant shall not accept the KU Card for the purchase of alcohol, illicit drugs, or tobacco.** Any Merchant doing so shall forfeit their participation with the KU Card Program at the expense of the Merchant.

KU Card Office reserves the right to terminate the KU Card privileges of any merchant who violates this provision.

- F. Receipt to be Provided. Merchant shall make a receipt available to KU Card cardholder at the time the cardholder initiates a KU Card transaction with Merchant, which receipt shall include the amount of the transaction, the date, the account number and the location and identity of the Merchant.
- G. Surcharge. Merchant shall not charge the KU Card transaction or the cardholder any additional fee for the acceptance of "Bear Bucks" as a form of tender.
- H. Taxes. The responsibility for the collection and remittance of appropriate sales taxes resides with the Merchant.
- I. Refunds and Returns. In accordance with Merchant's refund policy in the event of a return/refund for goods or services purchased with "Bear Bucks" the Merchant agrees to credit the one card holder's "Bear Bucks" account and not provide cash back.

3. ASSIGNMENTS.

Merchant shall not, without the prior written consent of KU Card Office, assign or transfer Merchant's interest under this Agreement in whole or in part. Any consent by KU Card Office to any assignment shall not constitute a waiver of any necessity for such consent to any subsequent assignments. Each assignee or transferee approved by KU Card Office shall assume the obligations of Merchant under this Agreement; provided, however, that no assignment approved by the KU Card Office hereunder shall release Merchant from any liability or obligation under this Agreement, and Merchant shall remain liable for the payment of all commissions and for the due performance of all of the terms and conditions contained herein. No assignment consented to by KU Card Office shall be binding on KU Card Office unless such assignee or Merchant shall deliver to KU Card Office a copy of such assignment and an instrument which contains a covenant of assumption by the assignee.

4. INDEMNIFICATION.

Merchant shall indemnify and save and hold harmless the Commonwealth of Pennsylvania including Kutztown University of Pennsylvania, its Council of Trustees and its officers, agents and employees from and against any loss or liability, damage, cost and expense, including but not limited to reasonable attorney fees, for injury, death, loss or damage of whatever nature to any person, property or any other claim by the Merchant or officers, employees, agents, customers, licensees, invitees, or any other person, firm or corporation resulting from the use of and participation in the KU Card "Bear Bucks" Program.

5. DEFAULT.

If Merchant fails to observe or perform any covenants, conditions or provisions of the Agreement to be observed or performed by Merchant, and such failure shall continue for a period of thirty (30) days after written notice thereof from KU Card Office to Merchant, then KU Card Office may elect to terminate this Agreement by providing written notice thereof to Merchant. No delay or omission in the exercise of any right or remedy of KU Card Office upon any default by Merchant shall impair such right or remedy or be construed as a waiver.

6. ADVERTISING.

Merchant agrees that it shall not advertise any connection with the University, its Council of Trustees, KU Card Office, nor use the University's name, symbols or any other identifying marks or property nor make any representation, either express or implied, as to the University's promotion or endorsement of Merchant or Merchant's business, unless it has received written approval of copy from the KU Card Office. Notwithstanding the foregoing, Merchant shall have a non-exclusive right to use the official KU Card trademark logos in advertising its acceptance of the "Bear Bucks".

7. NOTICE.

Any notice, demand, request, consent, approval or communication required by this Agreement to be given in writing shall be sent by certified mail, return receipt requested, and shall be deemed to be given when received and shall be addressed to KU Card Office or Merchant at their respective address as follows:

If to KU Card Office: Elizabeth Pflugler
Assistant Director of Business Services
KU Card Office
Kutztown University of Pennsylvania
Student Union Building RM 288
Kutztown, PA 19530

Or at such other address that KU Card Office may give notice to Merchant.

If to the Merchant: _____
Attn: _____

Or at such other address that Merchant may give written notice to KU Card Office.

8. SUCCESSORS AND ASSIGNS.

All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their successors except as provided in Section 3.

9. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between KU and Merchant and supersedes and cancels any and all previous negotiations, arrangements, understandings and agreements, if any, between KU and Merchant in connection with the subject matter of this Agreement. This Agreement together with any Exhibits attached hereto contains all the agreements of the parties with respect to the subject matter hereof, and cannot be amended or modified except by a written agreement signed by KU and Merchant.

10. COMPLIANCE WITH LAWS.

Merchant shall comply with all federal, state, county and municipal laws, ordinances and regulations with respect to Merchant's participation in the KU Card "Bear Bucks" Program.

11. RELATIONSHIP OF PARTIES.

Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between KU and Merchant and neither the provisions contained in this Agreement nor any acts of the parties shall be deemed to create any such relationship.

12. SEVERABILITY.

If any provisions of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any application of such provision shall not be affected thereby.

13. WAIVER.

No failure by either party to insist upon the strict performance by the other of any term or condition of this Agreement or to exercise any right to remedy contingent upon a breach thereof shall constitute a waiver of any such breach or of such term or condition of this Agreement.

14. GOVERNING LAWS.

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

IN WITNESS THEREOF, the KU and Merchant have executed this Agreement effective as of the day and year first written above.



Payment/Reporting Schedule

I would like to receive payments and reporting for “Bear Bucks” sales received in my place of business:

Once a month with a service fee of 4%_____

Once a week with a service fee of 5%_____

Authorized Signature

Date

Name of Merchant

Phone #



“Bear Bucks” Receipt Heading Information

Please print the information in the spaces below, as you would like it to appear on the “Bear Bucks” customer receipt. You may use up to 5 lines and use 40 characters in each line.

Examples:

My Favorite Restaurant
53 Restaurant Row
Kutztown, PA 19530
Call for Delivery 555-5555
Funniest Place in Town!!!

Everything You Need Grocers
Shopper’s Haven Kutztown, PA
If You Need It- We Have It!
Located on Main Street
in Weis Mall

Line1 _____

Line2 _____

Line3 _____

Line4 _____

Line5 _____

Will your business location be using an internet connection or a dialup (phone) connection for the Bear Bucks card reader (Verifone Vx570)? Please circle one.

Authorized Signature Date

Name of Merchant Phone #

KU CARD OFFICE

KU Card MDT Merchant Application

Name of Business/DBA

Business Address (Include City and Zip Code)

Name of Store Manager

Business Phone Number

Business FAX Number

Business Email Address

Business Web Site Address

Corporate Owner Name (The entity which owns the above business)

Corporate Owner Address (Include City and Zip Code)

Corporate Phone

Name of state where business was incorporated

Type of Corporate Entity (Examples: Sub S Corp., C Corp.)

Name and CORPORATE TITLE of person signing legal agreement

Number of years in business

Years business has been in this location

Type or Description of Business (Examples: Fast Food, Convenience)

Do you have a cabaret license? (Yes/No)

Reimbursement Address (Where you want checks mailed)

Terms and Conditions for Services

1. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Contractor agrees as follows:

- a. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race creed or color.
- c. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplies by the contracting officer or the Bureau of Contract Administration and Business Development.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- g. The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation

of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

2. CONTRACTOR INTEGRITY PROVISIONS

- a. For purposes of this clause only, the words “confidential information,” “consent,” “contractor,” “financial interest,” and “gratuity” shall have the following definitions.
 - 1) Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - 2) Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - 3) Contractor means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
 - 4) Financial interest means:
 - a) Ownership of more than a five percent interest in any business; or
 - b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - 5) Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- b. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
- c. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.

- d. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote or other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
- e. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the discretion or request of any officer or employee of the Commonwealth.
- f. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to any person, any gratuity from any person in connection with the performance of work under the Contract except as provided herein.
- g. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- h. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- i. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
- j. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
- k. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and

debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

3. CONTRACTOR RESPONSIBILITY PROVISIONS

- a. The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification can not be made.
- b. The contractor also certifies, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125

4. AMERICAN WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. & 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. & 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor’s failure to comply with the provisions of subparagraph a above.

Definition of Terms

DBA: Doing Business As. Business names or aliases filed with the county.

"Cabaret": means any room, house, building, or structure or place occupied by any person having a class A or B beer license, wherein a dance floor is provided for patrons or entertainers to dance.

Recitals: Recitals appear at the beginning of a contract, and discuss the intent and purpose of the contract. There are times when the parties' intents differ, and specific recitals will clarify the original intent. The scope of the contract itself could be stated here.



READER RENTAL AGREEMENT

This is an agreement between _____ (Merchant) and Kutztown University. It is an optional addendum to the Off-Campus Merchant Two-Year Agreement.

1. Services.

Kutztown University's Card Office will provide a Blackboard-compatible POS reader for the purpose of accepting Bear Bucks for purchases. The reader remains the property of Kutztown University, and the KU Card Office is responsible for maintenance of its hardware and software.

2. Payment and Terms.

Merchant agrees to pay Kutztown University \$18 per month for the duration of their Bear Bucks contract.

The rental fees for the reader are non-refundable and due on the 1st of the month, and shall continue for the duration of the Off-Campus Merchant Two-Year Agreement. In the event that the merchant desires to purchase a POS reader, this rental may be cancelled 7 days in advance of due date. If 7 days notice prior to the upcoming monthly payment is not given Client will be required to pay the next month in full. Fees are not prorated. The rented equipment shall be returned to the KU Card Office within 14 days of termination of agreement.

3. Damage or Loss to Equipment Merchant agrees that the equipment is owned by Kutztown University and agrees to exercise all due care in keeping, caring for, and preserving the equipment. Merchant shall remain responsible for all loss or damage to the equipment while it is at the property, up to and including actual replacement value for each missing or damaged item.

4. Merchant consent Merchant hereby grants to Kutztown University's One Card Office and its employees, agents and independent contractors and suppliers permission to enter upon and use the Property for the purpose of delivery, installation, repair and removal of equipment.

5. Termination; Default This agreement may be terminated by either party upon 14 days written notice to the other party. Notwithstanding the forgoing, in the event of default, Kutztown University may terminate this agreement without notice and may immediately remove all equipment. Merchant remains obligated to pay all unpaid fees and costs accrued through and including the final monthly rental payment period. Default occurs when Merchant fails to fulfill or abide by any of the obligations or terms under this agreement, including non payment of fees and costs.

Upon termination of this agreement, Merchant shall voluntarily surrender the equipment to Kutztown University in the same condition as it was received by the client, although ordinary wear and tear is excepted.

Signatures

You should read and understand this agreement. It is a legal and binding contract.

Merchant/Property Owner

Signature _____

Printed Name _____

Date _____

288 McFarland Student Union

Kutztown University

P.O. Box 730

Kutztown, PA 19530

610-683-4825

onecard@kutztown.edu

www.kutztown.edu/kucard