



Shop Marlboro Property Tax Reward Program Agreement

Contact Info: FINCREDIT INC.
Phone (732) 946-0919
Email Support@propertytaxcard.com

Fincredit Inc.
PO Box 43,
Marlboro NJ 07746

Participant Information (PART 1)			
<input type="checkbox"/> New Customer <input type="checkbox"/> Existing Customer			
DBA Name		Legal Name	
Address			Number of participating locations
City	State	Zip	
Phone		FAX	
Primary Contact			
Contact email		Website	

ACH Fee	
Return ACH (amounts that could not be collected) Processing and Handling	\$ 25.00

Accounting Information (Attach Voided Check) (PART 2)	
Bank Name	
Phone	FAX
Bank Contact	Federal Tax ID
Account #	Routing #

Equipment (PART 3)	
Terminals	<input type="checkbox"/> Standalone <input type="checkbox"/> Integrated with Credit Card Processing <input type="checkbox"/> Card Reader
Communication	<input type="checkbox"/> Dial Up <input type="checkbox"/> Dial Up with "9" <input type="checkbox"/> IP <input type="checkbox"/> Web Terminal (processing thru Website)
Number of Terminals	<input type="checkbox"/> Dial Up ___; <input type="checkbox"/> Dial Up with "9" ___; <input type="checkbox"/> IP ___; <input type="checkbox"/> Card Reader ___ .

Account Set-up (PART 4)	
Terminal Access	<input type="checkbox"/> Requires a single login access; <input type="checkbox"/> Requires ___ logins
Administrator Name	
Other Employee names (complete only if you require multiple login access)	

The undersigned Guarantors acknowledge and agree to be bound by all the terms and conditions of this agreement and unconditionally guarantee the performance of the Agreement. By signing below, Merchant (I) represents that the information provided by Merchant in this Agreement is true, complete and not misleading, (II) acknowledges that Merchant has read and understands this Agreement and Operating Procedures and agrees to be bound by their terms; and (III) authorizes Fincredit, Inc. and its agents to credit and debit the Designated Automatic Funds Transfer Account in accordance with this Agreement.

Principal (Signature Required)	Title	Print Name	Date
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Program Setup

Shop Marlboro Property Tax Reward Program (PTR): You, the merchant (hereinafter “Merchant”), award cash rewards that are applied to your customer’s property tax bill (“Credit” of “Credits”) for purchases where the Shop Marlboro Property Tax Card (“PTC”) is presented to the Merchant by a Marlboro homeowner or person designated by a Marlboro homeowner (hereinafter “Homeowner” or “Cardholder”) and processed together with the normal payment for goods and services at the point of sale or at the time the service is rendered.

The Credit awarded by the Merchant represents a percentage of the sale which is determined hereunder by the Merchant.

Credits are collected from the Merchant every week, once a week via ACH. Furthermore, a \$10 participation fee will be collected once a month. It is the Merchant’s responsibility to keep sufficient funds in the account designated for the weekly collection of the Rebates and the monthly collection of the participation fee. Insufficient funds may result in penalty fees and/or suspension of the Merchant from the PTR program.

Example:

A Merchant participates to the Shop Marlboro PTR program with a 20% Rebate on purchases. A Cardholder makes a \$200 purchase at the Merchant’s place of business. At the point of sale, along with its payment, the Cardholder will present its PTC. The Merchant will process the PTC by entering the \$200 pre-tax sale amount. This creates a \$40 Credit. On the weekly ACH day, Fincredit Inc. (Program Administrator) will debit the Merchant’s designated bank account for the amount of the Credit. This amount, less program fees, will be credited to Cardholder’s property tax bill, for the following tax year.

User story: A Homeowner will obtain his PTC at the card distribution center designated by the Township of Marlboro. After obtaining the card, he will proceed to register the card on www.propertytaxcard.com

Once registered, every time the Cardholder purchases goods and services at participating businesses, he/she will earn Credits. The accumulated Credits will be credited to the Cardholder’s property tax bill for the following tax year.

The Cardholder will be able to check his accumulated Credits on www.propertytaxcard.com. Credits on property taxes will be applied as follows:

Credits earned:	Applied to tax year starting:
From May 1, yr.1, through April 30 th , yr.2 (12 months)	August 1 st tax yr2/yr3

(Example. Credits earned from May 1, 2014 thru April 30th 2015 will be applied to tax bill 2015/2016 issued Aug.1st 2015)

FAQ:

Q. How does a Merchant provide tax credits to its customers?

A. A PTC is presented by the customer and is processed through a dedicated card terminal (similar to a credit card machine) or through a web terminal (via the internet). This simple process will be explained by a user guide provided by the Program Administrator upon Merchant’s enrollment in the Shop Marlboro PTR.

Q. How does a merchant handle returns?

A. Store credit/exchanges are not affected by the credit earned from the returned item. If cash or credit refund is requested, the Merchant will process the PTC for the reversal of the Credit requested via the card terminal or website. The cardholder must present the PTC and the reward receipt to reverse its Credit.

Program Setup

If Fincredit has already submitted the funds to the Township of Marlboro when the full credit is requested, the program's terms and conditions accepted by the cardholder at the time of card registration, clearly indicate that only store credit may be made available. HOWEVER, the merchant will have the option, but not the obligation, to refund the amount of the returned goods less the amount of the rebate already paid to the township by Fincredit for the benefit of the Cardholder.

IF THE PROPERTY TAX CARD AND RECEIPT ARE NOT PRODUCED, ONLY STORE CREDIT WILL BE MADE AVAILABLE TO THE CONSUMER.

Example:

A \$200 dress is bought at a store that participates with a 20% property tax reward. The amount collected is \$216 (\$200 + 8% sales tax). By swiping PTC, a \$40, less fees, is contributed to the cardholders property tax bill. Later the item is returned. One of the following will occur:

1. A store credit is requested. In this case the store credit provided is for the full amount of \$200.
2. Cash/credit card refund is requested. When this occurs:
 - a. The merchant reverses the full amount of the Credit if the transaction can be retrieved when swiping the PTC. This means that the Rebate on that purchase was not yet remitted to the Township and can be reversed, OR
 - b. If the Credit was already paid to the Township at the time the refund is requested, the Credit cannot be reversed. In this case the merchant is obligated **ONLY** to provide a store credit. However, if the Merchant, at its sole discretion, decides to refund the amount, only \$160 plus the \$16 sales tax will be reimbursed (\$200 less \$40 rebate paid by the merchant).

Please note that payment of accumulated Credits to the Township of Marlboro will be only once a year. Therefore in most cases Credits are reversible.

THE ABOVE IS SUBJECT TO THE MERCHANT'S RETURN POLICY.

Q. Does the PTC have an expiration date?

A. No, the PTC does not expire.

Q. What is the cost to participate?

A. -The cost of the dedicated processing machine. This is a one-time expense. If processing via web terminal, a processing machine will not be needed.
-\$10 a month. There are no per swipe fees charged to Marlboro Merchants.

Q. What are my benefits in participating to the Shop Marlboro property tax program?

A. As a Shop Marlboro participating member, you will enjoy substantial exposure under the Shop Marlboro PTR. The Township and its Economic Development Committee (EDC) will continue to build its Shop Marlboro brand and will continue encourage its residents to shop in town.

Your business banner, and website link will also appear on www.propertytaxcard.com This is additional branding and exposure for your business. Finally, Merchants will have access to information on who shopped at their location and used the PTC.

Program Setup

Q. What happens when the property tax card is presented together with other coupons/offers?

A. You, the merchant, are under no obligation to accept multiple offers. Therefore you do not have to accept to provide the Credit. However, a good compromise would be to reduce both offers so that you may still provide the Credit. To create a lower Credit, you may key a lower sale amount in your PTC dedicated machine.

PARTICIPATION INFORMATION:

I agree to participate to the Shop Marlboro Property Tax Reward Program with the following Credit percentage on services and purchases when the Shop Marlboro PTC is presented by a customer:

Total Credit (*):

5%	_____	net credit to customer	4%
10%	_____	net credit to customer	8%
15%	_____	net credit to customer	12%
20%	_____	net credit to customer	16%
25%	_____	net credit to customer	20%
30%	_____	net credit to customer	24%

Other (specify %) _____ net rebate to customer
 (multiply by 80%) _____

Flat \$ amount Option \$ _____ (multiply by 80%) net credited to customer \$ _____

Signature: _____

(*) The difference of total Credit percentage and net to the customer represents program and management fees. The program fee percentage may change without notice. However, the total credit percentage will remain unchanged.

Shop Marlboro Property Tax Reward Program Terms and Conditions

This Agreement to accept and process Stored-value cards is made between you, the Merchant (also “you” and “your(s)”), and Fincredit Inc. and its associates, including, but not limited to Meramak Inc. which is the third party processing service provider of Fincredit Inc, (also “Fincredit”, “we”, “us” and “our”(s)). Fincredit Inc. is the Program Administrator of Shop Marlboro Property Tax Reward Program (the “Program”).

According to the terms of this Agreement and any applicable operating procedures, you agree to participate in the Program, honor Stored-value cards, and submit the necessary information and electronic data to us for processing. We agree to provide processing services.

This Agreement will be binding upon the successors, assignees and legal representatives of the parties. The terms of this Agreement and the Program it authorizes are subject to all applicable state, local and federal laws. We reserve the right to cancel this agreement at any time for your failure to comply with any term of this Agreement.

Glossary of terms

The definitions contained in the Glossary will apply to the defined terms contained in this agreement.

- a) “Stored-value card”: A mag-stripe card or smart card relating to the Program.
- b) “Mag-stripe card”: A card with a magnetic strip on the front or back of the card.
- c) “Merchant”: Any business that accepts Stored-value cards for the purpose of providing a Credit under the Program.
- d) “Credit” A percentage of the sale amount as agreed under Participation Information above.
- e) “Smart Card”: A credit card size plastic card or key tag with an imbedded memory or microprocessor chip that stores data that may be accessed through a contact surface on the card or by wireless a proximity reader.
- f) “POS Terminal”: An electronic point of sale (POS) terminal that is capable of reading mag-stripe or smart cards for the purpose of authorizing transactions.

1. STORED-VALUE CARD ACCEPTANCE

You agree to be responsible for the actions of your employees while acting in your employ.

2. TRANSACTION PROCEDURES

You agree to follow the steps for completing transactions as set forth below and the Quick Reference Guide, which may be modified or supplemented by future guides or updates.

PROVIDE A REBATE:

1. Collect payment, cash or credit, as customary, during your normal course of business.
2. Swipe the Stored-value card (eg. Shop Marlboro property tax card) in your dedicated device or via a web-terminal.
3. Enter the amount of the pre-tax sale. A receipt for the amount of the Credit (eg amount of sale multiplied by the percentage indicated under Participation Information above-Total Credit column) will print. In the case of web terminal, a receipt prompt will show (please “allow popups”).
4. Return the Stored-value card and copy of the Credit receipt to the customer.
5. If your business has a ‘Returns and Exchanges’ policy, stamp the main sale receipt with the Shop Marlboro stamp provided to you or by writing “Shop Marlboro” and your initial on the main receipt.

VOID A REBATE:

1. Obtain the Rebate receipt to be voided from the customer.
2. Swipe the Stored-value card (eg. Shop Marlboro property tax card) in your dedicated device.
3. Choose the command to void transactions
4. After you enter the required receipt code, a void receipt will print
5. Return the Stored-value card and customer copy of the void receipt. Write ‘Void’ on the original receipt and Credit receipt

PARTIAL RETURN ON A SALE RECEIPT WITH MULTIPLE ITEMS

1. Obtain the sale receipt which has the return item.
2. Swipe the Stored-value card (eg. Shop Marlboro property tax card) in your dedicated device.
3. Choose the command to Return item
4. After you enter, a return receipt will print
5. Return the Stored-value card and customer copy of the return receipt. Strike the returned item from the original receipt

3. RETURNS AND EXCHANGES

A. You agree to establish and maintain a fair and uniform policy consistent with your existing operation procedures for the exchange and return of merchandise purchased with a Stored-value card.

B. All disputes involving the goods or services purchased with a Stored-value card will be settled between you and the cardholder. You agree to indemnify and hold Fincredit Inc., Meramak, Marlboro Township and Shop Marlboro harmless from any claim or liability relating to any such dispute.

C. **Subject to your refund policy**, when a customer returns an item with a receipt stamped with the Shop Marlboro stamp, you may refund the full amount by reversing the Credit you had provided on the sale. However, if the Credit was already processed by Fincredit and/or Meramak at the time of the refund request, the customer is entitled only to store credit. Notwithstanding the foregoing, if you decide to reimburse the customer, you will reimburse only the sale amount less the Credit amount collected from you by Fincredit Inc. (Example: an item that you sold for \$200 with a \$40 rebate under the PTC will warrant a \$160 refund. The full amount of sales taxes would also need to be refunded).

D. The Program has no impact on store credits and exchanges. Therefore credits and exchanges up to the full amount of the sale may be provided at all time. Any internal operating policy regarding non-cash credit is your expressed decision. You agree to indemnify and hold Fincredit Inc., Meramak, Marlboro Township and Shop Marlboro harmless for any claim relating to any dispute regarding the Rebates and your non-cash credit policy.

5. EQUIPMENT

A. If you are implementing the Program at your establishment, you agree to obtain from us the electronic terminal(s) and/or any other device you will need, unless you inform us otherwise.

B. In no event will we be liable to you or your customers for special, collateral, incidental or consequential damages arising out of the operation or failure of the equipment. You agree to indemnify and hold Fincredit, Meramak, Shop Marlboro and The Township of Marlboro harmless from any claim or liability relating to the operation of or failure of the equipment.

6. DESIGNATED AUTOMATIC FUNDS TRANSFER ACCOUNT

A. You authorize us to initiate and/or transmit automatic credit and/or debit entries to account and depository of your choice identified in this Application or in any subsequent written designation (Designated Automatic Funds Transfer Account). This authority includes, but is not limited to, the initiation and transmission of such entries, request or orders as may be necessary to:

- 1) Debit or charge the Designated Automatic Funds Transfer Account for any fees, or other reimbursements due to us under the terms of this Agreement or our operating procedures,
- 2) Reverse or adjust any entries made in error or by mistake however caused, or,
- 3) Revoke any provisional credit with respect to any entry or group of entries.

B. You agree to be bound by all applicable terms and provisions of the rules of the National Automated Clearinghouse Association (NACHA) or other applicable association or network, in effect from time to time.

C. You agree that we may adopt or use such schedules, facilities, intermediaries and/or means of transmission, or alternatives as we believe suitable and that we accept no undertaking and make not warranty or assurances regarding the date or time at which entries will be received by, credited to or debited from the Designated Automatic Funds Transfer Account.

D. You acknowledge that we have no control over you, your agents or employees, intermediaries such as NACHA or other facilities involved in the initiation or transmission of entries to and from the Designated Automatic Funds Transfer Account, and that such facilities or intermediaries may be damaged, impaired or otherwise fail to function properly or timely due to circumstances beyond our control. You agree that we shall have no responsibility or liability for any loss or damage resulting, wholly or partial, from such failures or circumstances beyond our control, and you assume the risk of any such loss or damage.

E. You acknowledge that we are providing ACH Services at cost and that we would not do this if we were exposed to liability and cost other than those required by law. Consequently you agree that we shall not be liable to any extent not required by New Jersey Uniform Commercial Code. You agree that in no event shall we be liable for any indirect or consequential losses or damages, damages to person or property, or any loss of profits notwithstanding notice to us of the possibility of such losses.

7. AMENDMENTS

A. You agree that we shall have the right to change the rules, procedures, terms and conditions under this Agreement. We agree to inform you of the changes at least 10 of our business days before the change becomes effective.

B. We may change the fees from time to time and will give you notice of the change at least 30 calendar days before the effective date.

C. This Agreement may not otherwise be amended except by written agreement between the parties.

8. LEGAL LIABILITY

A. Should it be necessary for either party to initiate legal action to enforce its rights under this Agreement, the prevailing party will be reimbursed by the other party for all cost and expenses, including reasonable attorney's fees, incurred by this legal action.

B. We agree to exercise due care in processing Stored-value card transactions. We will have no liability for any acts or omissions due to any cause or conditions beyond our reasonable control. Our sole liability to you or any third party will be to correct such errors or omissions that are within our power and authority to correct. In no event will we be liable for any indirect, consequential, special, exemplary or punitive damages, even if we have been advised of the possibility of such damages.

9. HOLD HARMLESS

You, the Merchant, shall defend, indemnify, and hold harmless Fincredit, Meramak, Shop Marlboro and the Township of Marlboro from any and all actual or alleged claims, demands, causes of action, liability, loss, and/or damage, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of the Merchant, its personnel, employees, agents, contractors, associates or volunteers in connection with or arising out of merchant's services, including, but not limited to, awarding Credits to Cardholders.

This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Fincredit and its associates and clients for all legal expenses and costs incurred by them.

10. ARBITRATION

You and we agree that any and all claims, demands, disputes or controversies of every kind or nature between us arising out of or related to this Agreement, as to the existence, applicability, construction, validity, interpretation, performance or non-performance, enforcement, operation, or breach thereof, which is not otherwise settled by your agreement, shall be submitted to, determined and decided by arbitration, held at Marlboro, NJ in accordance with the provisions of the state of NJ Uniform Arbitration Act, or any successor statute.

The Merchant:

Merchant Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Fincredit, Inc.:

Signature: _____

Printed Name: _____

Title: _____

Date: _____