

MERCHANT PARTICIPATION APPLICATION

Complete and return this form by the required date.
Applications received late may not be considered.

Participate at no cost if selected by Value Review Committee.

SCHOOL COUPONS

FUNDRAISING PROGRAM FOR EAST TENNESSEE SCHOOLS

All coupons are 2 3/8" x 6" and may include sponsor recognition on both front and back of each coupon. The information that you provide below will be typeset to a standard coupon format. **DO NOT** request or provide alternative coupon designs. The information that you provide may be edited for consistency or to meet format requirements.

1. COUPON INFORMATION

REPEAT OFFER Please repeat previously printed offer(s). Attach printed offer to Application and complete Section 2.

The information that you provide in this section is intended to appear on your coupon. **Read and complete entire form. Retain PINK COPY for your records.**

MERCHANT NAME _____

ADDRESS OR LOCATION _____

CITY _____ **STATE** _____ **ZIP** _____

TELEPHONE _____

LOGO PROVIDED Logo must be art quality, black on white. Logos not meeting these guidelines cannot be used.

If your business has two locations, indicate second location address below.

Logos provided electronically, e-mail to: production@schoolcoupons.com

ADDRESS OR LOCATION _____

CITY _____ **STATE** _____ **ZIP** _____

TELEPHONE _____

MAY USE COUPON 1 2 3 4 TIMES

If your business has multiple locations, indicate "All Participating Area Locations" to appear on coupon, **OR** "At Participating Area Locations Listed on Back," and provide a separate typed listing. **You may be assessed a production charge for locations listed on back.**

ALL PARTICIPATING AREA LOCATIONS

AT PARTICIPATING AREA LOCATIONS LISTED ON BACK

COUPON OFFER _____

This is a one-line headline description that will fit in the area indicated above.

IMPORTANT: The following are recommended discounts and offers based upon guidelines established by past participation. **Retail:** 25 to 50% off regular priced items or shopping sprees, or a specified dollar amount off specified purchase total providing 25 to 50% savings. **Dining & Entertainment:** Buy one get one free, or a specified dollar amount or percentage off specified purchase.

DETAILED DESCRIPTION OF OFFER AND ADDITIONAL EXCLUSIONS, OR EXPLANATION

OFFER VALUE \$ _____ **IF A % OFF, INDICATE MAXIMUM \$ SAVINGS** _____

Expiration Date: Offers will expire on August 31 of the following year.

Standard Exceptions and Restrictions: All coupons are limit one coupon per customer per visit. Not valid with any other coupon or promotional offer. Other restrictions may apply. **Any additional restrictions must be noted above.**

BE A STAR! This Program relies on the generosity and support of businesses like yours to enable us to recognize the efforts of participating principals, teachers, volunteers, and students. By donating gift certificates to be used as program rewards and incentives, your business will receive additional recognition of your support on your coupon and in other Campaign material as a "Star Merchant." **MANY** schools and systems participate in the Campaign, therefore we ask that you consider a donation of multiple gift certificates. Gift certificates will be presented beginning in September and should remain valid for one year.

YES, I WANT TO BE A STAR! Please accept my donation of the following number of gift certificates:

_____ Number of Gift Certificates of (check one): \$100 each \$50 each \$25 each other: \$ _____

Corporate Patron. Cash fee of \$2000. (Participation as a Corporate Patron provides greater recognition and assures program inclusion*.)

YES, I'LL HELP SELL! my business will sell books **AFTER** the campaign to help support student incentive programs.

2. BUSINESS INFORMATION

This information will be used for correspondence only, and will not appear on coupon.

CONTACT PERSON _____

MAILING ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

TELEPHONE _____ **FAX** _____

This application submitted _____ (date) by _____

Your name - Please Print.

Authorized Merchant Signature (officially approved by)

Title

If selected for inclusion, Merchant agrees to honor all coupons presented and to be bound by the terms of the Merchant Participation Agreement incorporated by reference, and acknowledges receipt of same.

MAIL TO: Feredonna Communications • Drawer 23010, Knoxville, TN 37933 OR FAX TO: (866) 626-0335 (Toll Free)
FOR INFORMATION, CONTACT: Michael Ward at Feredonna Communications (800) 626-0335

FOR SCHOOL COUPONS USE ONLY
DATA CODE _____

MERCHANT PARTICIPATION AND INSERTION ORDER AGREEMENT

Your business may participate in the School Coupons® Fundraising Program

by offering in-book discounts and/or promotions in the form of coupons, or discounts upon presentation of School Coupons discount cards, if your application is accepted for inclusion, and subject to the following terms and conditions:

By submitting this application, the person, firm, or corporation, hereinafter referred to as "merchant," hereby agrees to and submits to the following:

The merchant agrees to participate in the program by offering discounts, awards, or other promotional incentives as indicated on the Merchant Participation Application or Merchant Participation Insertion Order. Said discounts, awards, or other promotional incentives shall be, if this application is accepted, presented, marketed, and sold as coupon(s) and/or discount cards by Feredonna Communications and/or its' clients, and merchant further agrees to honor any and all coupons and/or cards properly presented per the terms of redemption stated on coupon(s) and by this agreement.

The merchant understands that Feredonna Communications may at its sole discretion, and without further notice reject or not accept any application or order, and the acceptance or rejection of any application or order is at the sole discretion of Feredonna Communications.

The merchant understands that an indeterminate number of coupon(s) and/or cards shall be produced, and Feredonna Communications makes no representation as to how many coupon(s) and/or cards will be produced or sold.

The merchant understands that, if accepted, the merchant's name may be used in advertising and promoting the program, and merchant hereby agrees to said use and further agrees to hold all parties harmless from any errors or omissions.

Feredonna Communications will, at Feredonna Communications' expense, perform all necessary production and design of the coupon(s) and/or cards as required to comply with Feredonna Communications' standard format, and further will prepare and submit to merchant a Proof, by United States mail, facsimile, or in person, of said coupon(s) for approval (Proofs are not provided on cards). In the event that merchant's application or order is received after the closing date stated on the application, merchant hereby waives right to Proof, which may or may not be provided at Feredonna's sole discretion. In the event merchant fails to return said Proof within the time allotted and indicated on the Proof, for any reason, Feredonna may produce coupon(s) as represented by the Proof.

In the event merchant cancels or elects to not participate after submitting this application but prior to Feredonna Communications' submission of artwork for publication, merchant agrees to pay a production and cancellation fee of one hundred dollars per coupon(s) and/or application cancelled. Merchant may not under any circumstances, vacate or cancel this agreement after Feredonna Communications' submission of artwork for publication. Feredonna Communications shall have the right to seek injunctive relief to remedy any default under this agreement by merchant with any and all costs becoming the responsibility of merchant. Any substantial detrimental change in the merchant's offer(s) after submitting the application, may be deemed by Feredonna Communications as a cancellation of the previous offer and subject to terms of cancellation as stated herein. Merchant understands and acknowledges that the term of this agreement is perpetual, automatically renewing for additional one year periods upon the anniversary date of this agreement, and will continue in force until: a) terminated by Feredonna Communications at its sole discretion; or b) not renewed by the merchant, with said notice of nonrenewal being sent by certified mail to Feredonna Communications at the address provided. Any coupons and/or cards or offers produced prior to either the termination or nonrenewal of this agreement shall continued to be honored by merchant as provided for herein.

Merchant hereby authorizes Feredonna Communications to use merchant's name, trademark, logo, service mark, or other copyrighted material as required, and merchant further warrants that merchant has the authority to grant said use.

Merchant hereby waives any right, title, fee, or other claim of a monetary nature against Feredonna Communications, its parent or affiliates, employees, vendors, subcontractors, and clients.

The merchant agrees to properly and prominently display participating merchant identification as provided to merchant by Feredonna Communications at each participating location until said coupon(s) and/or cards expires.

Jurisdiction and venue for any litigation arising from this agreement shall properly lie in Knox County, Tennessee. Any resulting attorney's fees or other costs of collection incurred by Feredonna Communications shall be added to and become part of any judgement.

The person submitting this application and entering into this agreement hereby warrants and represents that he/she has full and complete authority to do so on behalf of merchant. If application indicates participation by more than one location, the person signing represents and warrants that he/she has the authority to enter into this agreement on behalf of all merchant locations indicated.

Any transfer or change in the ownership or management of the merchant shall in no way affect the merchant's responsibilities under this agreement. Merchant agrees to notify Feredonna Communications in writing of any transfer, including new or anticipated changes in ownership, contact person(s), and/or address.

Merchant further agrees to indemnify and hold harmless Feredonna Communications, its parent or affiliates, employees, vendors, subcontractors, and clients from any and all claims, loss, liability, or expense arising from this agreement and/or arising from any products or services offered and/or provided or sold.

Should the merchant elect to participate as a program sponsor through the Star Merchant™ Program or other sponsorship, by donating cash, products, or services, these donations must be in a form easily transferred, and must be received prior to publication. Said donations may not require any additional purchase or participation. Feredonna Communications, at its sole discretion, may establish minimum levels or multiple levels of participation requiring minimum or varying amounts of donations. In the event that merchant's donations may be in the form of a gift certificate, Feredonna Communications may provide or make available to merchant a gift certificate form suitable for use, should merchant not readily have said form(s) available. Agreement to participate in the Star Merchant™ Program does not guarantee acceptance of the application. *Participation as a Corporate Patron, requiring payment of a cash fee, does assure a specific level of inclusion and recognition, subject to all terms and conditions and Feredonna Communications' acceptance. If inclusion cannot be granted by Feredonna Communications, merchant shall receive a full refund of any Corporate Patron fees previously paid to Feredonna Communications for said ungranted participation, and with no further recourse.

Merchant's signature on this application, order, or on the Proof(s) acknowledges receipt and acceptance of these terms and conditions. This constitutes the entire agreement, and no other representations, oral or written shall be binding upon Feredonna Communications. Use by Feredonna Communications constitutes acceptance of the application and this agreement.

Orders for insertion of coupon(s) or paid card placement are invoiced and become fully due and payable upon first publication. All accounts not paid within terms shall incur a late fee of 2% per month until paid in full. In the event merchant defaults in payments due, merchant shall be totally liable for all fees and sums of collection, including but not limited to reasonable attorney's fees and court costs incurred by Feredonna Communications.

No conditions, oral or printed in the Application or Order, copy instructions, or elsewhere, which conflict with program or contract policies are binding on Feredonna Communications.

By participating in School Coupons®, your business joins in supporting local education.

Donations made through Sponsorship and the Star Merchant™ Program are used in support of the program and for incentives and awards for participating students, teachers, volunteers, and schools.