ADDENDUM

to the BbOne™ Merchant Services Agreement

This Addendum (“Addendum”) to the BbOne Merchant Services Agreement dated _____________ (“Agreement”) between Gonzaga University and ________________ (“Business”) is made as of the last signature date below (“Effective Date”).

In this Addendum, the term ZAGCARD refers to the Bb One Card as defined in the Agreement.

TERM. The Initial Term of this Addendum shall commence on the Effective Date and shall terminate on the one-year anniversary of the Effective Date. After the expiration of the Initial Term, this Addendum will automatically renew (“Renewal Term”) as per the Term and Termination section of the Agreement.

FEES. Merchant is responsible for the payment of all fees during both the Initial Term and Renewal Term. Gonzaga University shall not be responsible or obligated to pay Merchant for any Bb One Card transactions which are prohibited hereunder, or which are processed by Merchant on a stolen or invalid ZAGCARD.

PROCESSESING EQUIPMENT. Upon termination or expiration of this Agreement, and upon reasonable advance notice to Merchant, the Merchant agrees to allow Gonzaga University Campus Card Office access to any equipment leased/used by the Merchant to conduct business under the Agreement in order to remove the equipment.

The Merchant agrees to pay the current full retail value of any equipment that is lost or stolen minus the deposit (if applicable).

CARD INSPECTION. Merchant will verify by visual inspection that the person in the possession of the ZAGCARD is the person pictured in the photo on that card prior to accepting a ZAGCARD payment (or before delivering the food, in the case of deliveries). Merchant acknowledges and agrees that Gonzaga University shall not be liable for payment to Merchant for any ZAGCARD transactions consummated by Merchant on a lost or stolen ZAGCARD, it being expressly acknowledged and agreed by Merchant that Merchant shall be solely responsible for verifying the validity of any ZAGCARD presented to Merchant in payment for Merchant’s goods. Temporary, non-picture, ID card is invalid and should never be accepted for ZAGCARD transactions.

RECEIPT TO BE PROVIDED. Merchant shall make a receipt available to a Gonzaga University ZAGCARD holder at the time the cardholder initiates a ZAGCARD 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.

PROHIBITED SALES. Merchant may not permit any ZAGCARD holder to purchase alcohol, tobacco, cannabis and all related products including drug paraphernalia, firearms and/or ammunition/explosives, stored value gift cards and/or debit cards, pornography, contraception and lottery tickets. Merchant agrees to inform all staff to prohibit the sale of these items. Gonzaga University will send secret shoppers to all business that sells any of these products to attempt to make a purchase using Bulldog Bucks. If Merchant makes one or more prohibited sales to Gonzaga University secret shoppers during a two-year period (beginning on the date of the first prohibited sale in any two-year period), the following consequences shall be enforced against Merchant by Gonzaga University: First offense - documented verbal warning; Second offense - documented written warning; Third offense - removal from the Bulldogs Bucks program for a period of two years. A written appeal to return to the program will be considered after two years.

ASSIGNMENTS. Merchant shall not, without the prior written consent of Gonzaga University, assign or transfer its interest under this Addendum or the Agreement in whole or in part. Any consent by Gonzaga University to any assignment shall not constitute a waiver of any necessity for such consent to any subsequent assignments. Each assignee or transferee approved by Gonzaga University shall assume the obligations of Merchant under this Addendum and the Agreement; provided, however, that no assignment approved by Gonzaga University hereunder shall release Merchant from any liability or obligation under this Addendum or the 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 within this Addendum or the Agreement. No assignment consented to by Gonzaga University shall be binding on Gonzaga University unless such assignee or Merchant shall deliver to Gonzaga University a copy of such assignment and an instrument which contains a covenant of assumption by the assignee.

_______ Addendum ver. X.x

October 25, 2016
INDEMNIFICATION. Merchant shall indemnify and save and hold harmless Gonzaga University, its Board 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 acceptance of the Bb One Card (ZAGCARD). In no event shall Gonzaga University be liable for any losses, damages, claims, costs or expenses suffered or incurred by Merchant due to failure of the Bb One Card equipment or verification system to operate properly.

ADVERTISING. Merchant agrees that it shall not advertise any connection with Gonzaga University, its Board of Trustees, nor use the university’s name, symbols or any other identifying marks or property nor make any representations, either expressed or implied, as to the University’s promotion or endorsement of Merchant or Merchant's business, unless it has received written permission from the University. Notwithstanding the foregoing, Merchant shall have a non-exclusive right to use the ZAGCARD trademark logo in its advertising.

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.

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 Bb One Card (ZAGCARD) Program.

RELATIONSHIP OF PARTIES. Nothing contained in this Addendum or the 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 Gonzaga University and Merchant and neither the provisions contained in this Addendum or the Agreement nor any acts of the parties shall be deemed to create any such relationship.

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

WAIVER. No failure by either party to insist upon the strict performance by the other of any term or condition of this Addendum or the 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.

GOVERNING LAWS. This Addendum shall be governed by and in accordance with the laws of the State of Washington. Any legal action arising pursuant to this Agreement shall be brought in a court of competent jurisdiction in the State of Washington.

CONFIDENTIALITY. The Merchant agrees to keep the terms of this agreement confidential and cannot be communicated with any entity outside of Gonzaga University Campus Card Services and Bb One Merchant Services.

IN WITNESS WHEREOF, Gonzaga University and Merchant have executed this Addendum effective as of the last day and year written below.

Gonzaga University:  Merchant:

__________________________________  _______________________
Signature  Signature

__________________________________  _______________________
Print Name and Title  Print Name and Title

__________________________________  _______________________
Date  Date

Addendum ver. X.x

October 25, 2016