

## **MERCHANT PARTICIPATION AGREEMENT**

By submitting this application, the person, firm, or corporation (hereinafter referred to as merchant) hereby agrees to the following terms:

Merchant agrees to participate in the program by offering discounts or other promotional incentives as indicated on the Merchant Application. Said discounts or promotional incentives shall be, if application is accepted, published, marketed and sold as coupon(s) by the Hamilton County Schools Fund for Excellence in the Kids First™ Coupon Book. If accepted, the merchant agrees to the use of its name and logo in promotional materials.

The merchant understands that 70,000 coupon books containing approximately 200 pages each will be produced. Kids First™ will be responsible for design and printing of the coupon(s) and will submit to merchant, via US mail or facsimile, a proof of coupon(s) prior to printing. In the event that merchant's application is received after the deadline stated on the application, merchant hereby waives the right to review a proof. In the event that merchant fails to return said proof within the time allotted, Kids First™ will produce the coupon(s) as represented by the proof(s). In the event that merchant chooses not to participate after submitting an application but prior to publication, merchant forfeits the application fee. Any significant change in the offer(s) made by the merchant after submitting the application may be deemed by Kids First™ as a cancellation of the previous offer and subject to reconsideration.

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 listed. 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 further agrees to indemnify and hold harmless Kids First™, its 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.

Merchant's signature on this application 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 Kids First™.

The term of this agreement shall be from the date application is signed continuing through the expiration date of the coupon offer(s), which is August 31, 2011.