

**United Way of Greater High Point  
Caring Club Card<sup>®</sup> Program Agreement**

**THIS AGREEMENT**, made by and between the United Way of Greater High Point, a North Carolina non-profit 501(c) (3) charitable organization, with a place of business at 201 Church Street, High Point, NC 27262, and telephone number of 336-883-4127, hereinafter referred to as “**Issuer**” and

**Merchant Name:**

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**Merchant Address:**

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**Merchant Phone Number:**

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hereinafter referred to as “**Merchant.**”

**RECITALS**

The parties recite and declare:

- A. In connection with the program, Issuer issues the **Caring Club Card<sup>®</sup>** to be honored by participating Merchants.
- B. Merchant desires to participate in the Program and will honor the **Caring Club Card<sup>®</sup>** in connection with the sale of merchandise and services that will result, from time to time, upon presentation of the Issuer’s card at Merchant’s establishment(s).
- C. Issuer requires that, condition of being a participant in the Program, the Merchant honor the **Caring Club Card<sup>®</sup>** in accordance with the terms of this Agreement, which states the benefit that Merchant will bestow upon presenters of the card, in accordance with its Agreement with Issuer as herein stated.

**I. Definitions**

- A. “Cardholder” shall mean, with respect to the Card, any person given the Card.
- B. “Issuer” shall mean, with respect to such Card, the party identified herein who has issued such Card.

## II. Duty to Honor the Card

Subject to the provisions of this Agreement, Merchant agrees to honor the card in accordance with its terms, contracted for by Merchant, under the terms and agreements with merchants honoring such Card as stated herein, subject to Merchant having the ability to properly identify the Cardholder as the authorized user.

## III. Acceptance of Card by Merchant

Subject to the provisions contained in the Agreement, Merchant shall accept the Card when presented for payment, for reduction in the total purchase price for either services or items purchased from Merchant, in accordance with its Agreement with Issuer.

In accordance with the above, the Agreement that Merchant has with Issuer is as follows:

- A. Merchant agrees not to discriminate against any person using, or deriving use, of the Card.
- B. Merchant and Issuer agree that Merchant does not have to honor the Card during recognized holidays or when Merchant runs marketing specials with prices lower than normally established prices.
- C. The Card may be used by the Cardholder at each particular Merchant's place of business, once per visit, with unlimited visits for the duration of the contract after which Merchant shall be free of its obligations hereunder, unless under an additional Agreement.

## IV. Duration and Termination

This agreement between Issuer and Merchant shall continue in full force and effect from **contract signing date** in perpetuity, or through **Merchant termination**, after which Merchant shall be free of its obligations hereunder, unless renewed under an additional Agreement.

## V. Binding Effect

This Agreement shall be binding on, and inure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and assigns.

## VI. Governing Law

This Agreement shall be governed and construed and enforceable in accordance with the laws of the State of North Carolina.

## VII. Entire Agreement

This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding on either party, except to the extent incorporated in this Agreement.

Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding, only if in writing, signed by each party, and attached to this agreement as an Addendum. **Merchant and/or Issuer may terminate this contract at any time by written or verbal notice.**

## VIII. Notification

Issuer agrees that it shall put on the United Way of Greater Greensboro website a notification that the Merchant, who is party to the Agreement, is a participant in the **Caring Club Card<sup>®</sup>** Program.

**DETAIL OF MERCHANT DISCOUNT/OFFER:**

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**WITNESS** the following signatures:

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Merchant Representative Name (**PRINT**)

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Merchant Representative Signature

Date

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Merchant Representative Email Address

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Issuer Representative Signature

Date

Email completed form to your United Way representative or to:  
Joe Barnes, [Joe.barnes@unitedwayhp.org](mailto:Joe.barnes@unitedwayhp.org)