

# Merchant Account Program



Hello,

Thank you for choosing Booster to serve your school. We are excited to get started! This Merchant Account Program Agreement, by and between Booster and [ ISD 709 Duluth Schools ], effective as of [ 11-5-2021 ] (this "Agreement") governs your use of the Service as further set forth and defined herein.

*Homecroft elementary*

You have chosen to allow your supporters to pay via credit card payments and have those payments routed through the Booster merchant account (the "Service"). This Service, provided by Booster, is specifically reserved for school partners who, for various reasons, have current restrictions in place prohibiting credit card payments from being deposited directly into their bank account. Booster has agreed to receive the credit card payments on your behalf and settle amounts due at the end of the collections process. You remain solely and primarily liable for ensuring that you obtain all consents necessary to enable Booster to process such payments on your behalf and you shall defend, indemnify and hold harmless Booster from and against any claim resulting from your failure to obtain such consent necessary for Booster's payment processing.

All funds collected on your school's behalf are segregated from the main operating funds of Booster Enterprises, Inc. via a separate bank account held with a separate banking institution (currently, Bank of America) from Booster's main operating account (currently, IberiaBank) in accordance with applicable laws. You understand and agree that your use of the Service may be subject to certain terms and conditions of the separate banking institution or main operating account utilized by Booster. Booster's banking institution or main operating account may be changed at any time in Booster's sole discretion without notice to you. The sole purpose of this bank account is to house and disburse credit card donations collected on behalf of schools. All donations collected on behalf of the school are considered donations "for the use of" the school as defined in IRS Publication 526 and this form serves as the legal arrangement between Booster and the school.

At the conclusion of your program, the collections process will begin:

- \* You (School) will collect and retain all cash and check donations
- \* We (Booster) will collect and retain all credit card donations on your behalf.

You have 2 options to receive your portion of the Booster collected funds, which you shall provide in writing to Booster:

1. As each count is completed
2. At the end of the count process

Throughout the count process, your Client Care Consultant (C3) will ensure the amount due to both parties is accurate and kept in an organized manner given that the collected funds are held by two different parties.

- \* When the home office sends a check to your school, we will subtract the amount we are owed from the check amount.

We take reasonable efforts to ensure that checks are sent out within 2 days of request from the C3. Your check may take up to 2 weeks to reach your school based on USPS timing.

You acknowledge and agree that Booster may terminate the Service at any time upon written notice to you.

The Service is provided on a strictly "as-is" basis, with all faults and Booster hereby disclaims any and all warranties relating thereto, whether express or implied, including without limitation, those implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. Except where prohibited by law, Booster's total, aggregate liability arising hereunder shall be limited to the fees actually collected by Booster in the three (3) months immediately preceding the event giving rise to such claim, and under no circumstances shall Booster be liable for any indirect, consequential, incidental or punitive damages.

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The Agreement constitutes the entire agreement between the parties and supersedes all other communications between the parties relating to the subject matter of the Agreement. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, reject, or supplement the Agreement shall be binding unless made in writing and signed by both parties, expressly and specifically referencing the. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in a writing signed by both parties, specifically referencing the Agreement. Nothing in the Agreement confers upon any person other than you any right or remedy under or by reason of this Agreement. All notices or other communications required or permitted to be given under the Agreement must be in writing and will be deemed to have been sufficiently given when delivered in person (with written confirmation of receipt), on the second business day after mailing via a responsible international courier, or on the fifth business day after mailing by first class registered or certified mail, postage prepaid, to the address as either party may specify from time to time in writing or transmitted electronically if confirmed in writing by one of the above methods. Amendments and modifications to this Agreement will be effective only if written and signed by duly authorized representatives of both parties. The parties may execute this Agreement in counterparts, and each part when executed and combined with the other that is executed shall form the entire agreement. This Agreement shall be governed exclusively by the laws of the State of Georgia, without regard to any conflict of law principles. The parties hereto are independent contractors of one another and nothing herein shall be construed to create any agency, partnership, joint venture or employment relationship between the parties hereto.

If you have any concerns or questions during this process please don't hesitate to reach out. We are here to help!

As part of your acknowledgement of the information above, please sign and date below:

Thank you for partnering with Booster!

ISD 709 Duluth Schools  
School Name

Homecroft Elementary

Catherine Erickson CFO  
Representative Name (printed)

Arthur Elor CFO  
Representative Name (signature)

11-5-2021  
Date

## Booster Enterprises, Inc.

**Adam Ridenour**  
Representative Name (printed)

Adam Ridenour  
Representative Name (signature)

**7/20/2021**  
Date