



California Coupon Redemption Center

1020 N. Lake Street, Burbank, CA 91502

PH: (818) 563-3031

FX: (818) 563-3041

Member ID: _____

Retail Service Authorization Agreement

This Retailer Service Authorization Agreement (the “Agreement”) is entered into as of _____, 20____ (the “Effective Date”), by and between Retail Marketing Services, a California corporation d/b/a California Coupon Redemption Center (“CCRC”), and the undersigned below (“Retailer,” “you,” and “your”).

Your signature on this Agreement authorizes CCRC to act as your exclusive agent in processing, presenting for redemption, and collecting monies due from manufacturers for cents-off coupons they issue, which are provided by you to CCRC.

This Agreement is only valid if the name and address appearing on this Agreement is a bona-fide retailer or the headquarters of a group of retail stores from which coupons come to CCRC.

1. Services.

1.1 Scope of Services. Subject to the terms and conditions of this Agreement, CCRC shall perform the following services (the “Services”):

- (a) Examine all coupons you submit for appearance of acceptability for processing;
- (b) If acceptable, sort, count, and invoice your coupons to the distributing manufacturers who have authorized CCRC to act as a redemption agent (for coupons without stated face values, CCRC may adjust claimed values);
- (c) Pay you for the face value of coupons invoiced; and

1.2 Commencement Date. The Services will commence with the first shipment of manufacturer coupons submitted by you.

2. Retailer.

2.1 Retailer Obligations. You agree to:

- (a) Furnish CCRC with a copy of the questionnaire as part of the agreement required by manufacturers to serve as coupon redemption agent, to update CCRC of any change in information that would cause changes in coupon submissions, or to update the questionnaire as requested by a manufacturer or CCRC;
- (b) Submit only those coupons which have been redeemed (each a “Redemption” or “Redeemed Coupon”) (a) in your store(s) by your customers for products carried by your store(s), and (b) in accordance with all terms specified by the issuing manufacturer;
- (c) Follow industry guidelines for coupon Redemption and to make information available (e.g., proof of purchase and questionnaire) to authorized manufacturers or their agents upon request; and
- (d) Promptly reimburse CCRC for all outstanding balances, including, without limitation, reasonable attorney’s fees, court costs and collection fees necessary to obtain reimbursements for Redeemed Coupons (each a “Reimbursement”).

2.2 Retailer Authorizations.

- (a) You grant to CCRC a security interest in the coupons and all Reimbursements received from their Redemption as security for your performance of your obligations under this Agreement.
- (b) You authorize:
 - (i) All manufacturers or their agents to directly pay CCRC for the invoices submitted on your behalf;
 - (ii) Endorsement by CCRC of any checks from any manufacturers or their agents for Redeemed Coupons which have been forwarded to CCRC for processing;
 - (iii) CCRC to deduct any Fees from the Reimbursements received for Redeemed Coupons.

2.3 Exclusive Services. You agree that during the Term (as defined in [Section 3.1](#)) of this Agreement, you will not contract, either directly or indirectly, to receive the same or similar Services from a third party without CCRC's express written consent, which may be withheld in CCRC's sole discretion.

3. Term and Termination.

3.1 Term. Unless otherwise terminated in accordance with this [Section 3](#), the term of this Agreement commences on the Effective Date and will continue for a period of twelve (12) months (the "[Initial Term](#)"), and thereafter shall automatically renew for successive twelve (12)-month periods (each a "[Renewal Term](#)" and together with the Initial Term, the "[Term](#)") unless either party gives written notice to the other party of its intent not to renew at least thirty (30) days prior to the expiration of the then current Initial Term or Renewal Term.

3.2 Termination.

- (a)** Either party may terminate this Agreement with or without cause upon thirty (30) days' prior written notice to the other party.
- (b)** CCRC may immediately terminate this Agreement if (a) Retailer has not submitted any Redeemed Coupons for Reimbursement during any Initial Term or Renewal Term; or (b) Retailer becomes insolvent, seeks protection under any federal or state bankruptcy or debtor protection statute, dissolves, ceases to do business, ceases to respond to notices or communications by CCRC, or changes address without notice to CCRC.

3.3 Effect of Termination.

- (a)** Upon any termination of this Agreement, Retailer will pay any outstanding amounts due for Services rendered, including Chargebacks, reasonable attorneys' fees and costs, and collection fees necessary to obtain Reimbursements, plus accrued interest at national prime plus 2%.

4. Fees and Payment.

4.1 Payment. CCRC agrees to remit payments to the address listed in [Section 6.6](#) below unless different arrangements are made prior to submission.

5. Limitation of Liability.

- 5.1** Retailer agrees that CCRC is not responsible or liable: (a) for misplaced invoices and coupons while in the custody of a manufacturer or its agent; (b) if a manufacturer or its agent does not notify CCRC of any discrepancy or damaged shipments within forty-eight (48) hours of receipt; (c) for any loss or damage to the coupons while in the custody of the U.S. Postal Service or other common carrier; or (d) if Retailer fails to cash a payment check before it expires.
- 5.2** Retailer agrees to hold CCRC and its owners, shareholders, officers, directors, employees, and agents harmless from any and all actions, claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and costs) resulting from the failure of Retailer to redeem coupons in accordance with the requirement of manufacturers issuing the same.
- 5.3** IN NO EVENT SHALL CCRC BE LIABLE TO RETAILER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS), EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE POSSIBILITY THEREOF.

6. General.

6.1 Entire Agreement. This Agreement including, without limitation any attachment or questionnaire hereto, constitutes the entire agreement between the parties pertaining to its subject matter, superseding all prior and contemporaneous agreements, proposals, letters of intent and memorandums of understanding, and no other representations or understandings of the parties, whether written or oral, shall be binding.

- 6.2 Modifications. This Agreement may not be modified except by written agreement of authorized representatives of the parties.
- 6.3 Governing Law; Forum. This Agreement, and any dispute between the parties arising out of this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. The exercise of jurisdiction of the state and federal courts located in Los Angeles County, California for any disputes arising from this Agreement.
- 6.4 Independent Contractor. The parties enter into this Agreement as, and shall continue to be, independent contractors. Nothing in this Agreement is intended to establish a partnership or joint venture relationship between the parties.
- 6.5 Assignment. The Services to be rendered pursuant to this Agreement are personal in nature, and Retailer may not, voluntarily or by operation of law, assign or transfer any of its rights or obligations under this Agreement without the prior written consent of CCRC, which may be withheld in CCRC's sole discretion.
- 6.6 Notice. All notices or other communications given hereunder shall be in writing and shall be deemed to have been duly given (a) on the date delivered if delivered by personal delivery or by overnight delivery service (such as FedEx); (b) on the third (3rd) business day after mailing via U.S. registered or certified mail, first class, postage prepaid; or (c) on the date transmitted by facsimile or email with confirmation of successful transmission. Any notices or other communications given hereunder shall be addressed as follows, provided that either party may specify a different address by written notice to the other party in accordance with this paragraph:

If to CCRC: Retail Marketing Services, Inc. d/b/a California Coupon Redemption Center 1020 N. Lake Street Burbank, CA 91502	If to Retailer: _____ _____ _____
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- 6.7 Captions. All paragraph and section captions and headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.
- 6.8 Construction. This Agreement shall be interpreted in an even-handed manner and without regard to any presumption against the party that was responsible for its drafting.
- 6.9 Severability of Terms. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- 6.10 Counterparts. This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

Retailer:

CCRC:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____