



On-Campus Vendor – Campus Card Terms and Conditions

1. **TERM.**

A minimum of thirty (30) days' written notice is required to terminate this agreement.

2. **RESPONSIBILITIES OF MERCHANT.**

- A. **Equipment and Data Lines.** Merchant agrees to furnish, at its cost and expense, the equipment networking as necessary or required to interface with the Campus Card system.
- B. **Fees and Payment Terms.** Merchant agrees to pay to CCO a service charge equal to 3% of gross Campus Card sales at Merchant's business ("**Service Charge**").

The university provides payment to the merchant on a monthly basis, within five (5) business days of the close of the month. CCO shall not be responsible or obligated to pay Merchant for any Campus Card transactions which are prohibited, or which are processed by Merchant on a stolen or invalid Campus Card.

In addition, Merchant will pay a licensing fee of \$360 per year ("**Annual Charge**"), billed in April via eShop. CCO includes either an Aero or magnetic stripe reader as part of this fee.

- C. **User Access.** In the case where employee user access is required for log in, Merchant must provide the CUID and full name of each user via email to CCO. It is Merchant's responsibility to request expiration of users via email within one week of the end of their employment.
- D. **Card Inspection.** Merchant will verify by visual inspection that the person in the possession of the Campus Card is the person pictured in the photo on that card prior to accepting a Campus Card payment for delivery of goods and services. CCO shall not be liable for payment to Merchant for any Campus Card transactions on a lost or stolen Campus Card.
- E. **Campus Card Off Line.** If at any time, the Campus Card hardware / software at Merchant's location indicates an off-line status or otherwise is operating improperly, Merchant shall notify the Campus Card Office immediately by email (campuscard@carleton.ca) or telephone (613-520-2600 x 3547).
- F. **Prohibited Transactions.** Merchant shall not accept the Campus Card in payment for the purchase of alcoholic beverages, tobacco, or lottery, nor shall Merchant accept the Campus Card in exchange for cash. Merchant shall not mark-up the purchase price or place any surcharges on goods purchased by a Campus Card. If Merchant violates this Agreement by marking-up or placing a surcharge on goods purchased by a Campus Card, CCO may terminate this Agreement.

THE CARD

C A R L E T O N U N I V E R S I T Y

- G. Taxes. The responsibility for the collection and remittance of appropriate sales taxes will belong to the Merchant.
- H. Refunds and Returns. In accordance with Merchant's refund policy in the event of a return/refund for goods and services purchased with a Campus Card, the Merchant agrees to credit cardholder's Campus Card account and not provide cash back.
- I. Record Precedence. In the event of differing sales records between Merchant and CCO, the records held by CCO will receive precedence.

3. **ASSIGNMENTS.**

Merchant shall not, without prior written consent of CCO, assign or transfer its interest under this Agreement in whole or in part.

4. **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 except as provided in Section 3.