



MERSC Associate Membership Application

Date: _____

Company/Business Name: _____

Company Representative (s) authorized to represent your program to MERSC members:

Title of representative: _____

Business Phone: _____ Email: _____

Website Address: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Location(s) to which this application applies:

Number of years your business has been in operation: _____

*(*Minimum of 2 years in business in Minnesota required)*

Name of owner or area manager authorizing MERSC membership:

Print Name: _____ Title: _____

Phone: _____ Email: _____

Description of business, product(s), service(s):

Description of:

- 1. Discount offer to MERSC members (employees/family/retirees of member companies)**
- 2. Please list regular price and MERSC discounted price**

Membership Dues: \$400 annually

Upon approval of membership, you will receive an invoice for membership dues.

Please also review and return signed Associate policy/criteria on the next page.

MERSC ASSOCIATE MEMBERSHIP POLICY/CRITERIA

A. Criteria for Associate Membership.

1. Applicant's discount program (MERSC offer) must be equal to or greater than current or planned group discount programs. MERSC recognizes that volume discounts are made with some companies.
2. Applicant's products and/or services must be relevant and appropriate to the corporate employee services program and positively benefit MERSC and its Organizational Members.
3. Applicant must be able to provide an appropriate level of service, quality products, and meet reasonable demand for the products/services it offers.
4. Applicant must have a satisfactory record with the Better Business Bureau.
5. Applicant must possess all licenses required by law and have liability insurance in an amount that is legally required or generally accepted as a requirement for businesses offering the service or products it is offering through the program. MERSC does not verify Applicant's licensure; however, Applicant must notify MERSC immediately if any of Applicant's business licenses or its liability insurance is restricted or revoked.
6. Applicant must be an entity in good standing with the Minnesota Secretary of State for a minimum of two years prior to application with MERSC.

B. Rights and Responsibilities. If accepted as an Associate Member, the Associate Member shall provide the offer/discount:

1. Pursuant to the terms of the discount (offer) as stated in the application for a minimum of the calendar year(s) covered by the membership fee paid at the time of acceptance by MERSC.
2. To all employees of MERSC Organizational Members (as identified by means of company I.D., or other proof of employment), employee's immediate family members, company retirees and volunteers as defined by each Organizational Member.
3. The MERSC offer may not involve charitable contributions by the Associate Member or on anyone's behalf. MERSC lists may not be used for solicitation for charitable purposes.

C. MERSC

1. MERSC shall promote the Associate Member's offer/discount via popup on the MERSC website.
2. MERSC will provide the Associate Member with current contact lists for promotion of its MERSC offers/discounts. The MERSC lists may not be used for any purpose other than to provide the offer/discount that is approved by MERSC for inclusion in MERSC's discount program.
3. MERSC does not recommend, endorse, or support any Associate Member's products, offers or claims.
4. MERSC is not be liable for errors on its website related to an Associate Member, its products or services, other than to correct errors other than to correct any error reported to MERSC.

D. RENEWAL

1. Associate memberships are valid for one calendar year regardless of membership origination date. Upon renewal of an Associate Membership, MERSC offers/programs must be valid for a full calendar year.
2. During the annual dues renewal process, Associate Members will receive notice that offer changes may be submitted and reviewed. All offers are subject to approval by MERSC. If the offer change is not approved, the Associate member must resubmit a new offer for approval, or may elect not to renew its Associate Membership.

E. TERMINATION. Associate members who elect not to renew their Associate Membership shall no longer be entitled to the benefits of a MERSC Associate Membership, will be removed from the MERSC website and shall immediately discontinue use of all MERSC contact lists.

F. COMPLAINTS

1. Associate Members are responsible for responding to and resolving every complaint from a MERSC participant.
2. MERSC will review and respond to all written complaints to MERSC regarding Associate Members.
3. Associate Members will cooperate with MERSC in responding to complaints regarding the Associate Member.
4. MERSC will not arbitrate complaints.

G. MEMBERSHIP REVOCATION. MERSC may revoke an Associate Membership without refund of fees paid for reasons including, but not limited to:

1. Violation of the terms and conditions set forth in this Associate Membership Policy/Criteria.
2. Failure to provide an agreed upon offer/discount to a MERSC participant.
3. Misrepresentation in connection with the MERSC program or otherwise.
4. Actions not in the best interests of Member Companies.
5. Unresolved complaints about the Associate Member.
6. Past due accounts (60 days).
7. Change of ownership of corporate structure, litigation regarding ownership of company, or loss of good standing with the Minnesota Secretary of State.
8. MERSC Associate Memberships are non-transferrable.

IN NO EVENT WILL MERSC, ITS AFFILIATES OR ITS RESPECTIVE PARTNERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, LICENSORS, SERVICE PROVIDERS OR VENDORS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES, LOSSES OR LIABILITY OF ANY KIND, UNDER ANY LEGAL THEORY WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY EVEN IF WE ARE ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR LIABILITY, ARISING OUT OF YOUR ASSOCIATE MEMBERSHIP OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OUR WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON OUR WEBSITE OR ANY CONTENT ON WEBSITES LINKED TO OUR WEBSITE, OR ANY SUBMISSIONS SUBMITTED BY YOU THROUGH OUR WEBSITE, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, EVEN IF FORESEEABLE.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS DETERMINE TO BE UNENFORCEABLE FOR ANY REASON, MERSC'S AGGREGATE LIABILITY FOR DAMAGES, LOSSES OR LIABILITIES SHALL NOT EXCEED \$100.00 IN THE AGGREGATE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

I have authority to bind the Company listed below. I have read, certify compliance with the terms of and agree to the MERSC Associate Membership Policy/Criteria listed in this document.

Date: _____

Company Name: _____

Person authorizing this MERSC membership – Your Name: _____

Title: _____

Signature: _____