



Digital Television Transition and Public Safety

This Agreement ("AGREEMENT") is made on the last date written below by and between the following consumer electronics retailer ("Retailer") and Corporate Lodging Consultants, Inc. ("CLC").

Retailer

Legal Business Name: _____

Doing Business As: _____

Corporate Address: _____

City: _____ State: _____ Zip: _____

Name of Authorized Signatory: _____

Title: _____

Contact Telephone: _____

Contact email: _____

WHEREAS, National Telecommunications and Information Administration ("NTIA") is administering the Digital-to-Analog Converter Box Coupon Program (the "Coupon Program"), as authorized in the Digital Television Transition and Public Safety Act of 2005 and in accordance with 47 CFR Part 301 (the "Final Rule");

WHEREAS, the terms of retailer participation are set forth in §301.6 of the Final Rule;

WHEREAS, Service Provider is providing NTIA with certain services with respect to the Coupon Program;

WHEREAS, Retailer desires to voluntarily participate in the Coupon Program subject to the terms and conditions of the Final Rule and this Agreement; and

WHEREAS, it is the intention of the parties that this AGREEMENT will describe the obligations of Retailer to participate in the Coupon Program.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which being hereby acknowledged, Retailer hereby agrees as follows:

1. Retailer Representations, Warranties and Certifications.

Retailer represents, warrants and certifies to the following:

- (1) Retailer has been engaged in the consumer electronics retail business for at least one year and has completed a Central Contractor Registration.
- (2) Retailer has in place systems or procedures that can be easily audited as well as systems that can provide adequate data to minimize fraud and abuse in retail redemption and government payment for coupons.

- (3) Retailer agrees to have converter box sales audited at any time during the term of participation in the Coupon Program by the U.S. Government or an independent auditor at no expense to Retailer.
- (4) Retailer will provide Service Provider electronically with redemption information and payment receipts related to coupons used in the purchase of converter boxes, specifically tracking each serialized coupon by number with a corresponding converter box purchase.
- (5) Retailer will only accept coupons for, and receive payment resulting from, authorized redemptions with respect to purchases of coupon-eligible converter boxes as defined in the Final Rule.
- (6) The information submitted by Retailer on Attachment A is true and complete.
- (7) This Agreement constitutes the legal, valid, binding, and enforceable agreement, and its execution and performance of this Agreement (i) does not constitute a breach of any agreement with any party, or of any duty arising in law or equity, (ii) does not violate any law, rule or regulation applicable to it, (iii) are within the party's corporate powers, and (iv) has been authorized by all necessary corporate action of Retailer.
- (8) Retailer will perform its obligations under this Agreement in accordance with all applicable laws, rules and regulations.

2. Retailer Obligations.

Retailer agrees to:

- (1) Redeem valid coupons toward the purchase of coupon eligible converter boxes ("CECB"). Retailer's redemption process shall ensure that:
 - (a) Two coupons may not be used in combination toward the purchase of a single CECB.
 - (b) Consumers may not return a CECB to Retailer for a cash refund for the coupon amount or make an exchange for another item unless it is another CECB.
 - (c) The coupon has no cash value. It shall be illegal to sell, duplicate or tamper with the Coupon.
 - (d) To the extent the purchase price of a CECB is in excess of \$40, Retailer shall collect the difference from the customer in cash or by check or credit card.
 - (e) To the extent that the purchase price of a CECB is less than \$40, Retailer shall not provide any cash or other value to the customer for the residual amount.
- (2) Train employees on the purpose and operation of the Coupon Program.
- (3) Have systems in place that are capable of electronically processing coupons for redemption and payment, tracking each and every transaction, and generating reports that are easily auditable.
- (4) Report to Service Provider any suspicious patterns of customer behavior.
- (5) Use commercially reasonable methods to order and manage inventory to meet customer demand for CECBs.
- (6) Provide transaction reports based on Service Provider's requirements. Reports must be maintained by Retailer for at least one year. Business confidential and proprietary information shall not be disclosed to the public unless otherwise required by law.

3. Service Provider Obligations.

- (1) Provide Retailer with management and employee training materials.
- (2) Provide coupon redemption alternatives available at Retailer's point of sale ("POS"). Retailer selects one of the coupon redemption alternatives indicated below, subject to approval by Service Provider.
 - _____ "Website": Coupon redemption authorization via website interface; Retailer provides CECB SKU or UPC on a website provided by Service Provider.
 - _____ "IVR": POS redemption authorization via Interactive Voice Response system; Retailer provides CECB SKU or UPC via the telephone using a toll free number provided by Service Provider.
 - _____ "UPC@Auth": POS redemption authorization over Visa network via card swipe; Retailer provides CECB SKU or UPC with authorization request.
 - _____ "UPC@Settle": POS redemption authorization over Visa network via card swipe; Retailer provides CECB SKU or UPC with payment settlement request.
 - _____ "Sales Detail Reporting": POS redemption authorization over Visa network via card swipe; Retailer provides CECB SKU or UPC via a separate report.
 - _____ "E-Services": POS redemption authorization via direct connection outside the Visa network; Retailer provides CECB SKU or UPC with authorization or settlement request.
- (3) Provide access to a Retail Support Center available during normal business hours by toll free telephone, e-mail or internet access.
- (4) Facilitate payment reimbursement for validly redeemed coupons from the U.S. Treasury generally within five (5) business days of redemption transaction settlement.
- (5) Retailer acknowledges that payment shall only be for the reimbursement of validly redeemed coupons used by consumers to purchase CECBs. Retailer is not entitled to any transaction processing or other fees with respect to its participation in the Coupon Program.

4. **Hold Harmless.**

Retailer shall hold and save the Government, its officers, agents, employees and its contractor harmless from liability of any nature or kind, including costs and expenses to which they may be subject to or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this Agreement, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the Retailer, or any of its officers, agents and employees.

5. **Term, Revocation and Dispute Resolution.**

- (1) The term of this Agreement shall be for the term of the Coupon Program as set forth in the Final Rule. Retailer certification may be revoked if Retailer fails to comply with the Final Rule, the terms of this Agreement, or for other actions inconsistent with the Coupon Program.
- (2) Retailer certification will not be revoked for unintentional non-compliance or error.
- (3) Retailers may withdraw from certification by providing written notice to Service Provider at:

Digital-to-Analog Converter Box Coupon Program
8110 E. 32nd Street North, Suite 160
Wichita, KS 67226

- (4) If this Retailer's certification is revoked or if Retailer withdraws from certification, then Retailer shall discontinue acceptance of Coupons and shall discontinue use of all Coupon Program materials.
- (5) Retailers may contact Service Provider for dispute resolution for problems such as denial or revocation of certification. Such issues will be resolved on a case-by-case basis at the discretion of Service Provider.

6. Conflicts.

In the event of a conflict between the terms of this Agreement and the Final Rule, the Final Rule shall govern.

CORPORATE LODGING CONSULTANTS, INC.

Print Name: _____

Title: _____

Date: _____

Accepted and Agreed on behalf or Retailer by:

Print Name: _____

Title: _____

Date: _____

Attachment A
Retailer Information

Legal Business Name: _____
Doing Business As: _____
Corporate Address: _____
City: _____ State: _____ Zip: _____

Primary Contact Name: _____
Contact Title: _____
Contact Telephone: _____
Contact email: _____
Contact Fax: _____
Website URL: _____
Dun & Bradstreet Number: _____
Central Contract Registry Cage Code: _____

Number of years as a consumer electronics retailer: _____

Type of retailer:

Multi-store chain: ___

Single store location: ___

On-line/internet: ___

Number of store locations: ___

Number of employees: ___

Approximate annual consumer electronics sales in dollars: \$_____

Coupon Eligible Converter Boxes carried (mark all that apply):

___ [Manufacturer, UPC]	___ [Manufacturer, UPC]	___ [Manufacturer, UPC]
___ [Manufacturer, UPC]	___ [Manufacturer, UPC]	___ [Manufacturer, UPC]
___ [Manufacturer, UPC]	___ [Manufacturer, UPC]	___ [Manufacturer, UPC]

Store locations (attach additional sheets if necessary):

Store Address: _____

City: _____ State: _____ Zip: _____

Store Address: _____

City: _____ State: _____ Zip: _____