

LOUISIANA TAX FREE SHOPPING PROGRAM

Retailer Member Contract

Contract made this ____ day of _____, 2012 between the Louisiana Tax Free Shopping Program ("LTFSP") and _____ ("Merchant") (The "Contract").

WHEREAS, pursuant to authority granted by LSA-R.S. 51:1301-1316, The Louisiana Tax Free Shopping Commission ("Commission") acts as the refund agency to operate the Louisiana Tax Free Shopping Program (the "Program"); and **WHEREAS**, The Commission agreed to certain duties and obligations concerning the operation of LTFSP.

THEREFORE, BE IT NOW AGREED AS FOLLOWS:

I. Agreement

The LTFSP hereby accepts the below signed Merchant as a Retailer Member of the Program and the below signed Merchant agrees to abide by this Contract and all policies and procedures of the Program, whether these policies are now in effect or are implemented during the term of this contract.

II. Duties of the Retailer Member

- A. The Merchant shall ensure that all employees are provided training regarding the regulations and procedures for Louisiana Tax Free Shopping, in accordance with the LTFSP Training Manual.
- B. The Merchant shall retain a supply of vouchers, at his expense, sufficient to provide refund vouchers to all appropriate international visitors making purchases in his establishment.
- C. The Merchant shall prominently display all LTFSP promotional material that is provided in his basic LTFSP Store Identity Kit.
- D. The Merchant shall collect and turn over to the appropriate tax collecting agency all applicable sales taxes that result from a transaction with an international visitor.
- E. The Merchant shall have the right to use the LTFSP logo on all print advertising and may use the phrase "is a member of the Louisiana Tax Free Shopping Program" in audio advertising. The Merchant may not use the logo in any other manner, including all forms of specialty advertising, without prior written consent of the LTFSP.
- F. The Merchant shall not charge a fee or service charge of any kind to an international visitor for using the program.
- G. The Merchant shall take all reasonable steps necessary to make the program easy to use by international visitors.

III. Duties of the LTFSP.

- A. Upon joining the program the LTFSP shall provide to the Merchant a LTFSP Store Identification Kit to include, but not limited to: a book of Twenty-five (25) vouchers; one window identification sign; one cash register sign; one banner or flag.
- B. The LTFSP will supply training aids and materials to the Merchant sufficient to assure the Merchant of a trained clerical sales force.
- C. The LTFSP will include the Merchant in the basic listings in the LTFSP Directory.
- D. The LTFSP will provide to the Merchant with the opportunity to purchase advertising in the Directory.
- E. The LTFSP will provide to the Merchant, on an annual basis at minimum, marketing data that are gathered by the participation of the Merchant in the Program.
- F. As is required in the Refund Agent Contract, the LTFSP will use funds generated by the Program to promote international tourism in Louisiana.

IV. Fees.

The Merchant agrees to pay the annual fee of \$ **100.00** per location, which is set by the Commission.

V. Indemnification

- A. The Merchant agrees to protect, defend, hold harmless, and indemnify LTFSP from and for any and all liability of whatever nature, including, but not limited to negligence or willful misconduct on the part of the Merchant or any of its employees arising from failure to perform under this contract or arising from its operation as a Retailer Member of the Program.
- B. The Merchant agrees to protect, defend, hold harmless, and indemnify LTFSP and agrees to be solely responsible for any fraud or conspiracy to commit fraud against LTFSP by Merchant's agents or employees.

VI. Termination

- A. This Contract shall become effective upon signing and remain in effect for twelve months. This Contract can be renewed by the payment of the appropriate fees by the Merchant on the anniversary date of this Contract and by the acceptance of those fees by LTFSP. If renewal fees are not paid within thirty (30) days after the anniversary date, the Merchant's membership may be automatically terminated.
- B. This Contract can be terminated by the LTFSP at any time upon discovery of fraud, false advertising, gross negligence, malfeasance, or any other action the LTFSP determines to be harmful to the Program.
- C. The Merchant may terminate this Contract by giving thirty (30) days written notice. Fees already paid to the Program are not refundable.
- D. Upon Termination or expiration of this Contract for any reason, all monies, properties, records and documents related to the Program, which are in the custody, or control of the Merchant shall be immediately delivered to the LTFSP.
- E. Upon termination or expiration of this Contract, the Merchant shall immediately cease any and all claims to be a Member Retailer and shall not misrepresent his relationship to the Program to any international visitor. Former members who fail to abide by this provision shall be subject to prosecution under pertinent Louisiana law.
- F. Notwithstanding the foregoing, this Contract shall automatically terminate in the event the LTFSP shall cease to act as the Refund Agent for the Louisiana Tax Free Shopping Commission.

VII. Miscellaneous

- A. The provisions of this Contract may not be altered, modified or changed in any manner except by written agreement between the LTFSP and the Merchant. Any waiver of any provision of this contract shall not be binding unless made in writing.
- B. Any waiver of any rights under this Contract, or any failure to perform, or any breach of this Contract shall not constitute or be deemed a waiver of any other right or consent to any other failure to perform or acceptance of any other breach of the Contract.
- C. Any and all notices, requests, demands or other communications required or permitted to be given under this Contract shall be deemed to have been fully given when personally delivered or mailed by first class certified or registered mail, return receipt requested, to the other party at the address listed below:

Retailer Member: _____

Member Information:

Address: _____

Louisiana Sales Tax No: _____

City, State, Zip: _____

Local Occupational License No: _____

Phone # _____ Fax # _____

Billing Address: _____ Attn: _____

Attention: _____

City, State, Zip: _____

The individuals signing this Contract on behalf of the respective parties are duly authorized to sign this Contract in the name of and on behalf of the respective parties. Accepted and agreed to on the date first hereinabove written.

BY: _____
Print Name

Louisiana Tax Free Shopping Program
Stella Thornton - Membership Director
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(504) 484-4739 Fax (504) 835-0905
Stella@louisianataxfree.com

x _____
Signature



FOR INTERNATIONAL VISITORS