

# B2B Contract for VIP Discount Card Program

This Business-to-Business Contract (the "Contract") is made and entered into as of [Insert Date] (the "Effective Date"), by and between My Veteran Buddy, a Limited Liability Company organized and existing under the laws of the State of Texas, ("Seller"), and [Business Name], a [Insert Entity Type, e.g., corporation/limited liability company] with its principal place of business at [Insert Address] ("Buyer").

## Recitals

WHEREAS, the Seller develops, produces, and sells VIP discount cards (the "Cards") that provide cardholders with special discounts at participating businesses;

WHEREAS, the Buyer operates a business and desires to purchase the Cards from the Seller on a wholesale basis for resale to its customers;

WHEREAS, the parties wish to establish a non-exclusive reseller relationship under which the Buyer will purchase and resell the Cards, subject to the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. Definitions

For purposes of this Contract, the following terms shall have the meanings set forth below:

- "Cards" means the VIP discount cards provided by the Seller, which entitle holders to discounts at participating businesses and are valid for the calendar year commencing January 1 and ending December 31.
- "Campaign Period" means the period from January 1 to March 31 of each calendar year, during which the Buyer may purchase Cards.
- "Confidential Information" means any non-public information disclosed by one party to the other, including but not limited to business strategies, customer lists, pricing data, marketing materials, and proprietary designs related to the Cards.
- "Intellectual Property" means all trademarks, logos, copyrights, patents, trade secrets, and other proprietary rights owned by the Seller, including those associated with the Cards and the VIP program.
- "Local Command" means the specific local veteran organization or chapter (e.g., VFW post or similar entity) with which the Buyer is affiliated, as specified below: [Insert Local Command Name and Details]. The Cards provided under this Contract are designated for use within the Territory associated with this Local Command.
- "Territory" means the geographic area associated with the specified Local Command, in which the Buyer may resell the Cards.
- "Wholesale Price" means \$60 per Card, subject to the package discounts outlined in Schedule A.

## **2. Purpose and Program Overview**

The purpose of this Contract is to outline the terms and conditions for the sale of Cards by the Seller to the Buyer for resale. The Cards allow end-customers to enjoy special discounts at participating businesses. The VIP program is valid for the calendar year commencing on January 1 and concluding on December 31. The Buyer acknowledges that the Cards are provided "as is" and that the Seller makes no representations regarding the acceptance of Cards by third-party businesses.

## **3. Appointment and Scope**

3.1 The Seller hereby appoints the Buyer as a non-exclusive reseller of the Cards in the Territory during the Term.

3.2 The Buyer accepts this appointment and agrees to purchase and resell the Cards solely in accordance with this Contract. The Buyer shall not sell or distribute the Cards outside the Territory or through unauthorized channels.

3.3 This Contract creates an independent contractor relationship; nothing herein shall be construed as creating a partnership, joint venture, agency, or employment relationship between the parties.

## **4. Purchase Terms**

4.1 The Buyer agrees to purchase Cards at the Wholesale Price of \$60 each, with volume-based discounts and free Cards as detailed in Schedule A (Card Packages).

4.2 The Buyer may select a package level at the time of purchase through the Seller's online store. Access to VIP packages in the online store will be granted based on the Buyer's membership permission level, limited to businesses within the Territory of an active Local Command. A detailed breakdown shall be included in each order confirmation, including: (a) Package Level; (b) Quantity of Cards Purchased; and (c) Total Cost.

4.3 The Buyer shall resell the Cards at a fixed retail price of \$100 each. This price provides cardholders with unlimited discounts at all participating businesses throughout the calendar year. The Buyer shall not advertise or sell at any other price.

4.4 Purchases may only be made during the Campaign Period. The Seller reserves the right to modify the Campaign Period with thirty (30) days' prior written notice.

4.5 All orders are subject to acceptance by the Seller. Purchases shall be made directly through the Seller's online store, with payment due in full upon order placement via [insert method, e.g., credit card or electronic transfer]. The Buyer may reorder as needed during the Campaign Period.

4.6 Title to the Cards passes to the Buyer upon full payment and delivery. The Seller or its employee will deliver purchased packages to the Buyer's business location on a weekly basis during the Campaign Period. Risk of loss transfers upon delivery.

## **5. Marketing and Promotion**

5.1 The Seller shall list the Buyer's business name and information on the Seller's website as a VIP discount card partner during the Term.

5.2 The Buyer agrees to actively promote the Cards within its establishment and to its customer base using ethical marketing practices, in compliance with all applicable laws, including FTC guidelines on endorsements and anti-spam regulations (e.g., CAN-SPAM Act).

5.3 The Seller shall provide the Buyer with approved marketing materials, guidelines, and support. The Buyer shall not modify or create derivative materials without the Seller's prior written approval.

## **6. Weekly Sales Interaction and Inventory**

6.1 The Seller or its representatives may visit the Buyer's business location once per week during the Campaign Period to facilitate additional Card purchases and provide support.

6.2 The Buyer is responsible for maintaining adequate inventory based on customer demand and shall promptly notify the Seller of any anticipated shortages.

6.3 The Buyer shall maintain accurate records of Card sales and inventory, which shall be available for inspection by the Seller upon reasonable request.

## **7. Term and Termination**

7.1 This Contract shall commence on the Effective Date and continue for a term of one (1) year (the "Term"), unless earlier terminated.

7.2 Either party may terminate this Contract for convenience upon thirty (30) days' written notice.

7.3 Either party may terminate immediately upon written notice for material breach, including but not limited to: (a) failure to make payments; (b) violation of marketing obligations or applicable laws; (c) infringement of Intellectual Property; or (d) insolvency or bankruptcy proceedings. For non-material breaches, the non-breaching party shall provide notice and a thirty (30) day cure period.

7.4 Upon termination: (a) the Buyer shall cease all sales and promotions of the Cards; (b) return or destroy all unsold Cards and marketing materials at the Seller's option; (c) pay all outstanding amounts; and (d) Sections surviving termination include 8 (Confidentiality), 9 (Intellectual Property), 10 (Indemnification), 11 (Limitation of Liability), 14 (Governing Law), and 15 (Dispute Resolution).

## **8. Confidentiality**

8.1 Each party agrees to hold the other's Confidential Information in strict confidence and not disclose it except as necessary for performance hereunder or as required by law.

8.2 Confidential Information excludes data that is publicly known, independently developed, or rightfully obtained from third parties. 8.3 Obligations survive termination for five (5) years. Breach may result in injunctive relief in addition to other remedies.

## **9. Intellectual Property**

9.1 The Seller grants the Buyer a limited, revocable, non-exclusive license to use approved Intellectual Property solely for promoting and reselling the Cards during the Term.

9.2 The Buyer shall not modify, sublicense, or claim ownership of the Seller's Intellectual Property. Upon termination, all licenses cease.

9.3 The Buyer shall not dispute the validity or ownership of the Seller's Intellectual Property and agrees to assign any derivative rights to the Seller.

## **10. Representations and Warranties**

Each party represents and warrants that: (a) it has full authority to enter this Contract; (b) its performance will comply with all applicable laws; and (c) it will not engage in conduct that could expose the other to liability. The Seller warrants that the Cards will conform to specifications at delivery. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **11. Indemnification**

The Buyer shall indemnify, defend, and hold harmless the Seller, its officers, directors, employees, and agents from any claims, losses, damages, or expenses (including reasonable attorneys' fees) arising from: (a) the Buyer's breach of this Contract; (b) violations of law in its resale or promotions; or (c) infringement of third-party rights by Buyer activities. The Seller shall provide similar indemnification for claims arising from defects in the Cards.

## **12. Limitation of Liability**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. EACH PARTY'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS CONTRACT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

## **13. Force Majeure**

Neither party shall be liable for delays or failures caused by events beyond its reasonable control, such as acts of God, war, strikes, pandemics, or government restrictions, provided prompt notice is given and efforts are made to mitigate.

#### **14. Governing Law and Dispute Resolution**

Parties agree to mediate any dispute or claim arising out of/or relating to this Agreement. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such an event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association (“AAA”) in accordance with the AAA Arbitration Rules for Commercial Contracts. The decision of the arbitrator shall be final and non-appealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other, and in such event, either party shall have the right to resort to court action. If either Party pursues enforcement of this Agreement or to obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys’ fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party. Costs shall include, without limitation: attorney fees, expert witness fees, fees paid to investigators, and arbitration costs.

#### **15. Miscellaneous**

15.1 This Contract constitutes the entire understanding between the parties and supersedes all prior agreements.

15.2 Amendments must be in writing and signed by both parties.

15.3 If any provision is held invalid, the remaining provisions shall remain in full force.

15.4 Notices shall be in writing and delivered via certified mail or email with confirmation.

15.5 This Contract may be executed in counterparts, including electronically.

15.6 Assignment requires the other party's prior written consent, except in cases of merger or acquisition.

15.7 No waiver of any breach shall constitute a waiver of subsequent breaches.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

#### **My Veteran Buddy**

Signature: \_\_\_\_\_

Print Name of Signor: [Insert Name]

Title of Signor: [Insert Title]

Date: \_\_\_\_\_

**[Buyer's Name]**

Signature: \_\_\_\_\_

Print Name of Signor: [Insert Name]

Title of Signor: [Insert Title]

Date: \_\_\_\_\_

## Schedule A: Card Packages

The following packages outline the quantity, cost, and free Cards provided:

Package	Quantity Purchased	Free Cards	Total Cards	Cost	Suggested Retail Return	Total Potential Return
10 Pack	10	1	11	\$600	\$1,000	\$1,100
20 Pack	20	2	22	\$1,200	\$2,000	\$2,200
50 Pack	50	5	55	\$3,000	\$5,000	\$5,500
100 Pack	100	10	110	\$6,000	\$10,000	\$11,000
250 Pack	250	25	275	\$15,000	\$25,000	\$27,500
500 Pack	500	50	550	\$30,000	\$50,000	\$55,000
1000 Pack	1000	100	1100	\$60,000	\$100,000	\$110,000