

**TOWNSHIP OF WEST ORANGE
60 MAIN STREET
WEST ORANGE, NJ 07030
(973) 325-4155
(973) 731-1196 FAX**

**LICENSE APPLICATION TO OPERATE
"SHOP LOCAL" REWARD PROGRAMS**

Name of Applicant:

Contact Person:

Job Title:

Address:

City:

State:

Zip:

Business Phone:

Cell Phone:

Email Address:

Customer Service Phone:

Customer Service Email:

The above-named entity and/or individual agrees to adhere to the provisions of Chapter 5, Section 33 of the Municipal Code of the Township of West Orange, and to the terms and conditions specified in the foregoing pages of this license application.

Signature of Applicant:

Print Name and Title:

Date: _____

TERMS AND CONDITIONS OF LICENSE AND LICENSE APPLICATION

DEFINITIONS

“Township” shall mean the Township of West Orange, a municipal corporation of the State of New Jersey with its principal location at 60 Main Street, West Orange, New Jersey 07052

“Shop Local Program” shall mean any program whereby Taxpayer Consumers make purchases at Participating Merchants and earn property tax credits to satisfy a Taxpayer Consumer’s property tax obligations to the Township, or earn credits for check rebates for purchases made at Participating Merchants.

“Applicant” shall mean the entity seeking a license to design, operate and administer a “Shop Local” program to stimulate local commerce by providing property tax credits or other such rewards in connection with purchases by Taxpayer Consumers made at Participating Merchants, as defined herein.

“Participating Merchant(s)” shall mean business(es) with a location in the Township, or located outside the Township but not competing with any local business within the Township, which voluntarily register and enter into an agreement with Applicant to participate in the Shop Local Program.

“Taxpayer Consumer(s)” shall mean Township property owners, residents, residents of other municipalities who work in the Township, or any individual who voluntarily registers and enters into an agreement with the Applicant to participate in the Shop Local Program and qualifies for receipt of tax credits or rebates.

GENERAL TERMS AND CONDITIONS

This License Application is authorized and governed by Chapter 5, Section 33 of the Revised General Ordinances of the Township of West Orange (the “Ordinance”). The terms and conditions set forth therein apply to and shall be binding on the Applicant. Any additional terms and conditions stated herein, in addition to those set forth in the Ordinance, shall also apply to and be binding on the Applicant.

Annual Report

On or about June 1 of any calendar year, the Applicant shall provide to the Township’s Chief Financial Officer a balance sheet setting forth the financial status of the Township Shop Local Program including, but not limited to: (i) gross monies derived from the Township Shop Local Program; (ii) revenue earned by the Applicant in connection with the Shop Local Program; (iii) total credits earned by Taxpayer Consumers; (iv) a listing of Taxpayer Consumers, organized by name, address and Block/Lot number, who have earned credits for patronizing local businesses, and the amounts earned by such Taxpayer Consumers; and (v) the total monies due and owing to the Township in connection with credits earned by the Taxpayer Consumers.

Weekly Payments to Township by Applicant

The Applicant agrees to maintain a dedicated bank account for funds received in connection with the Shop Local Program, unless the Taxpayer Consumer's property tax credit funds will be immediately directed to and held in the Township's own FDIC insured dedicated bank account, in which case the Administrator need not establish such a bank account. The Applicant agrees to hold in trust and/or turn over all funds collected from the Shop Local Program on behalf of Taxpayer Consumers, via electronic transfer, to the Township's dedicated bank account, on a weekly basis.

Payments to Tenants and Non-Residents

It will be the Licensee's sole responsibility to hold in trust and remit any and all monies to be paid as rebates to Taxpayer Consumers who do not pay property taxes to the Township. This includes, but is not necessarily limited to, tenants, renters, non-resident employees, visitors, or other such individuals authorized to participate and register in the Shop Local Program.

Insurance Requirements, and Indemnification and Hold Harmless

As more fully set forth in the Ordinance, Applicant shall be required to obtain and provide proof of commercial/general liability insurance in the amounts stated in the Ordinance, and workers' compensation coverage insurance as well. The Applicant also agrees to indemnify, defend, and hold harmless the Township, its officers, agents and employees, from any and all claims, actions, liability or costs, including reasonable attorneys' fees and other costs of defense, in connection with, arising out of, or in any way related to the negligence of the Applicant, or its agents or employees, in the administration of the Shop Local Program.

Fiduciary Requirement

As more fully set forth in Section 5-33.10 of the Ordinance, the Applicant shall provide to the Township, in lieu of a cash or other bond, proof of a valid fiduciary policy naming the Township as a loss payee in the amount of \$50,000, which amount may be amended from time to time by Resolution of the Township Council.

Termination of Program

Applicant shall provide at least ninety (90) days' written notice to Participating Merchants, Taxpayer Consumers and the Township in the event the Shop Local Program shall be terminated for any reason. In the event of termination, Applicant will be responsible for transmitting a final data file and bank wire transfer accounting for all outstanding credits or rebates applicable to Taxpayer Consumers. The Bond Guarantee and/or Fiduciary Policy may be released following a final accounting of all gross revenues and outstanding tax credits, which may be independently audited at the request of the Township and at the sole cost and expense of the Applicant.

No Subcontractors

The Applicant shall not be permitted to utilize any subcontractors in the performance of services under any license granted pursuant to this Application, unless the subcontractor is disclosed on this application. If the subcontractor will possess or hold in trust any monies to be credited to the Township on behalf of a Taxpayer Consumer, such subcontractor shall have a fiduciary policy naming the Township as a loss payee in the amount stated in Section 5-33.10 of the Ordinance.

Terms of Use of "Shop West Orange" Phrase

The Applicant shall not use the name "Shop West Orange" nor the graphic "Shop West Orange" logo or any part thereof without the written consent of the Township Business Administrator. If Applicant breaches this requirement, said license shall automatically terminate. All rights to the name "Shop West Orange," and the graphic "Shop West Orange" logo, are reserved to the Township.

Amount of Credits to Taxpayer Consumers

As more fully set forth in Section 5-33.9 of the Ordinance, it shall be the Applicant's sole responsibility to ensure that Taxpayer Consumers have access to a written description of the gross percentage of credits that will be paid to the Township towards Taxpayer Consumers' real property taxes upon a purchase made at all Participating Merchants.

The Applicant shall be responsible for providing merchants with window clings stating the merchant's participation in the program, the form of which may be approved by the Township's Business Administrator. Furthermore, the Applicant shall make its best effort to ensure that all Participating Merchants post the window cling in its front window or in another conspicuous location indicating that the Participating Merchant is a *"Participating Member of Shop West Orange Property Tax Reward Program."*

Each Participating Merchant shall be responsible for making available to Taxpayer Consumers patronizing its business a written description of the percentage of each transaction which shall be paid to the Township and/or credited to the Taxpayer Consumer.

Advertising

Applicant shall have the responsibility to ensure that the Shop Local Program is properly advertised to all Township residents. This shall include at a minimum, but is in no way limited to: (i) working with Participating Merchants to launch and/or maintain Shop West Orange page(s) on the Applicant's web portal and keeping same updated; (ii) regularly maintaining the Applicant's Web site to post a list, with phone numbers and addresses, of all Participating Merchants participating in the Shop Local Program; (iii) (iii) providing Participating Merchants with e-mail addresses of Taxpayer Consumers who have registered for the Shop Local Program and have shopped at their location, individually; and (iv) making itself available to the Township, its Chamber of Commerce and the Downtown West Orange Alliance to discuss strategies for advertising.

Review of Applications by Merchants

The Applicant shall coordinate, receive and review all applications by local businesses to become a Participating Merchant. In the event that the Applicant receives an application to become a Participating Merchant from a business located outside the Township, the Applicant shall review same and provide a copy to the Township's Business Administrator. Any approvals to businesses located outside the Township shall be subject to the review and approval of the Township's Mayor, Chief Financial Officer and/or Business Administrator.

Breach of Licensing Terms

In the event of a breach of any of the terms and conditions of the Ordinance or the terms and conditions stated in this Application, the Township reserves the right to revoke and/or suspend the Applicant's license. In the event of termination, the Applicant shall satisfy the requirements set forth in the subsection titled "Termination of Program."

Business Registration Certification

Along with this Application, Applicant shall provide to the Township a copy of its New Jersey Business Registration Certificate.

QUESTIONS FOR APPLICANT

(Applicant may submit a written response to these questions on separate sheets)

1. Set forth the State of incorporation of the business entity applying for the license to operate the Shop Local Program, the nature of the registration, (e.g., S-corporation, partnership, joint venture, etc.), and set forth the names of any subsidiaries, affiliates, or parent companies of the entity. Also set forth the principal place of business, and any locations from which the Applicant operates in the State of New Jersey.
 - (a) Provide the names and business addresses of all Principals, managers, subsidiaries and affiliates of the entity submitting this Application. For purposes of this license application, "Principals" shall mean individuals possessing an equitable or legal ownership interest in the Applicant, or in any subsidiary or affiliate of Applicant. If the Applicant is a corporation, "Principals" shall also include each investor who would have any amount of operational control over the Applicant and every stockholder having an ownership interest of ten percent (10%) or more in the firm.

Name & Title	Address, Phone and Email

(b) If the entity is a partially owned or a fully-owned subsidiary of another entity, identify the parent company and describe the nature and extent of the affiliate's approval rights over the activities of the entity submitting this license application. If applicable, set forth and describe the approval process. If the Applicant is a partnership or a joint venture or other such organization, provide the requested information with respect to each member of the partnership, joint venture or other such organization.

(c) Provide proof or a verified statement that the Applicant has complied with all applicable affirmative action (or similar) requirements with respect to its business activities.

2. How many years has the business organization been operating under its present name?

3. How many years has the business organization been under its current management, including but not limited to identifying the names and service terms of its Chief Executive Officer, Chief Operating Officer, Treasurer/Controller, Managing Partner, etc.

4. (a) How many employees are employed by the Applicant?

Full Time	
Part Time	
Contract/Temporary	

(b) If the Applicant is a closely held corporation or partnership of fewer than twenty-five (25) employees, of the above-referenced employees what are each employee's job titles and job duties?

5. Are there any civil judgments entered against, or lawsuits filed against, the Applicant within the last three (3) years? If yes, set forth the nature of each action, and the status or result of same.

6. Is the Applicant now involved in any bankruptcy or re-organization proceedings, or has it been involved in any bankruptcy or re-organization proceedings in the last ten (10) years? If yes, set forth the jurisdiction, the current status of the action, and/or the result of the action.

7. Provide three (3) references who can attest to the Applicant's past conduct with respect to a municipal Shop Local Program or similar municipal loyalty or rewards programs. If the Applicant has no prior experience operating a municipal loyalty program, state that and provide three (3) references who can attest to the Applicant's prior business activities and conduct.

8. Set forth the manner and means in which the Applicant intends to administer the Shop Local Program, including but not limited to: (a) the procedure(s) for registering local merchants and advertising the program to same; (b) the manner in which Applicant will handle day-to-day operations, such as communicating with Participating Merchants and municipalities about questions and concerns, fixing breakdowns of equipment, etc.; and (c) generally, the extent to which Applicant is able to operate under and according to the terms and conditions of the Ordinance and this Application (e.g., roles of key staff, 24-hour availability, customer service, etc.).
9. Describe the nature of the goods to be sold and/or supplied to Participating Merchants in order to administer the Shop Local Program, including but not limited to swipe card terminals, and computer access. Also describe the extent, if any, to which the Applicant's Web site will provide means for Participating Merchants and Taxpayer Consumers to monitor their participation in and access to the Shop Local Program.

10. Append to this application a copy of the Applicant's Articles of Incorporation, Bylaws, or Operating Agreement, as applicable.
11. If there are no Articles of Incorporation or Bylaws of the Applicant, set forth any and all applicable governance procedures of the Applicant. If there are no governance procedures, please state that there are no such procedures in place.

12. At its sole cost and expense, Applicant shall complete and submit to a criminal background check through MorphoTrak, Inc. (see <http://www.bioapplicant.com/nj>), formerly known as Sagem Morpho, Inc. Applicant shall complete an approved MorphoTrak form available from the Township Clerk, and will be required to visit a MorphoTrak office for fingerprinting and completion of the background check. If the Applicant is a corporation, a criminal background check shall be submitted for all officers and directors of the corporation, all shareholders owning more than ten (10) percent of common stock, and any other employee who will be an authorized signatory on any bank account where Taxpayer Consumers' monies will be deposited. If the Applicant is a partnership, each partner shall submit to a criminal background check by MorphoTrack, Inc. No license shall be issued to an Applicant until results of the background check are submitted to the Township.
13. Append a current financial statement listing all assets and liabilities for the business entity for the past two (2) years.

14. Does the Applicant intend to use any subcontractor(s) to perform any duties in connection with administration of the Shop Local Program? If so: (i) disclose the corporate and/or trade name(s) of all such entities or individuals; (ii) the location(s) of its operation(s); and (iii) the anticipated scope of services of the subcontractor(s).

