

**APPLICATION FOR  
LICENSING AND ADMINISTRATION OF “REWARD” TYPE PROGRAMS**



CITY OF LONG BRANCH, HEALTH DEPARTMENT, 344 BROADWAY, LONG BRANCH, N.J. 07740 (732) 571-5665

Name of Applicant:

Contact Person:

Address:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address:

Customer Service Phone:

Customer Service Email:

I agree to adhere to the provisions of Section 230-2Q of the Municipal Code of the City of Long Branch, and to the terms specified in this license application.

Signature of Applicant: \_\_\_\_\_

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

## **DEFINITIONS**

City: City of Long Branch,

Applicant: Licensee charged with program design and implementation including entering into agreements with Merchants and/or Consumers.

Merchants: Long Branch businesses which voluntarily register and enter into an agreement with Applicant to participate in program.

Consumers: Long Branch residents, property owners or taxpayers who voluntarily participate in the rewards program.

Property Tax Reward Cards: Swipe cards issued to Consumers for use at participating Merchants.

## **GENERAL INFORMATION**

### **Termination of Program**

Applicant shall provide written notification to Merchants, Consumers and City of at least ninety (90) days in the event the 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 applicable to Consumers. “Guarantee” will be released following final accounting and the release of the independent municipal audit report for the year of termination.

### **Insurance Requirements**

Applicant shall be required to maintain in force, for the duration of the licensing period, insurance policies for workers compensation coverage for its employees, officers, agents, and/or partners, as required by applicable workers compensation laws, and shall provide a Certificate of Insurance to the City to evidence such coverage. The Applicant shall obtain and at all times maintain errors and omissions and/or professional liability insurance in an amount not less than \$1,000,000.00 primary with \$1,000,000.00 excess and shall provide a Certificate of Insurance to evidence such coverage and name the City as an additionally insured under each policy. Applicant shall provide 30 days notice of cancellations, non-renewal, or material change in coverage required by this agreement.

### **Terms of Use – “Shop Long Branch”**

The Applicant shall not use the name “Shop Long Branch” nor the graphic “Shop Long Branch” logo or any part thereof without the express permission and written consent of the City of Long Branch. If Applicant breaches this requirement, said license shall

automatically terminate. All rights to the name “Shop Long Branch” and the graphic “Shop Long Branch” logo are reserved.

### **Guarantee**

Amount of guarantee to be determined based upon two calendar quarters of sales transactions (excluding applicable taxes) multiplied by five (5) percent. For the first year of the program, in the absence of actual sales transaction data, the amount shall be \$25,000.00 cash held by the City in an interest-bearing escrow account. The guarantee requirement shall be updated on each one year contract anniversary based upon the preceding calendar quarter of transactions multiplied by five (5) percent. The City reserves the right to require changes to the guarantee during the license year amount based upon the volume of sales transactions. The type of guarantee may be substituted with another form of security acceptable to the City at its sole discretion.

### **Indemnification and Hold Harmless**

The Applicant shall indemnify, defend, and hold the City, its officers, agents and employees, harmless from and against any and all claims, actions, liability or costs, including reasonable attorney fees and other costs of defense, arising out of or in any way related to the business conducted while operating under this license.

### **Other**

- A. Breach of Licensing Terms. In the event of a breach of any of the terms and conditions of this license, City reserves the right to revoke the license to operate the program. In this occurrence, applicant shall satisfy requirements listed under “Termination of Program”.
- B. Damages. Applicant shall be liable for any damage to the City resulting from the failure to abide by the terms of the license.
- C. Applicant shall provide to City a copy of its New Jersey Business Registration Certificate.
- D. Applicant shall provide to City a copy of its Form W-9 Request for Taxpayer ID.

## **EXPERIENCE & CAPABILITIES**

1. A description of the business organization (i.e., corporation, partnership, joint venture, etc.) of each firm, its ownership and its organizational structure.

(a) Provide the names and business addresses of all Principals, subsidiaries and affiliates of the firm or firms submitting the Proposal. For purposes of this License, "Principals" means persons possessing an equitable or legal ownership interest in the Applicant, and/or in any subsidiary or affiliate of Applicant. If the Applicant is a corporation, "Principals" shall 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 a firm is a partially owned or a fully-owned subsidiary of another firm, identify the parent company and describe the nature and extent of the parents' approval rights over the activities of the firm submitting a Proposal. Describe the approval process.

(c) If the Applicant is a partnership or a joint venture or similar organization, provide comparable information as required in (b) above for each member of the partnership, joint venture or similar organization.

(d) A statement that the Applicant has complied with all applicable affirmative action (or similar) requirements with respect to its business activities.

2. The number of years the business organization has been in business under its present name:
3. The number of years the business organization has been under its current management.
4. Number of employees

Full Time	
Part Time	
Contract	
5. Any judgments, claims or suits within the last three (3) years in which Applicant has been adjudicated liable for professional malpractice. If yes, please explain.
6. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.
7. Confirm appropriate federal and state licenses (if applicable) to perform activities.
8. References and record of success of same or similar service including gift and loyalty card type programs.
9. Description of ability to operate under and according to the terms of the license (including key staff, availability and redundancy in key positions).
10. Will any subcontractors be engaged to perform services under this license (if applicable). If so, please identify:

Name & Nature of Service	Address, Phone and Email

**DISCLOSURE OF PROGRAM FEES**

1. Cost to Merchant:

a. Hardware Costs:

Processing Fees:

Can Merchant retain current credit card processor? (YES/NO) If yes, please explain any additional fees, etc. (if any) that may be applicable.

2. Other (explain):

**For Official Use Only**

Department	Initials	Date
Fire Official		
Health		
Police		
Public Works		
Recreation		
Zoning		

Notes:

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Payment Received \_\_\_\_\_

License Year \_\_\_\_\_ License No. \_\_\_\_\_

Supervisor of Licenses and Permits: \_\_\_\_\_

Date \_\_\_\_\_