

PAYSCHOOLS.COM ELECTRONIC PARTICIPANT AGREEMENT

This AGREEMENT, dated this _____ day of _____, 20____, is entered into by and between Local Government Service, Inc. (LGS), a wholly owned subsidiary of the Iowa Association of School Boards (IASB), and _____ (the "Customer").

IT IS AGREED:

1. The Customer agrees to participate for a minimum initial period beginning _____, 20____ and ending June 30, 2010, and renewing annually for three years unless terminated by either party by giving the other written termination notice 60 days prior to the renewal date. However, Customer is not responsible for any minimum participation level by its patrons.
2. The Customer hereby appoints LGS as its contracting agent; provided, however, the Customer shall remain solely responsible for all payments, liabilities and administrative fees relating to its participation and use of electronic payment provided by LGS. Administrative fees shall not exceed 4% of gross transactions.
3. By signing below, the Customer recognizes that it is signing a written Agreement for LGS to act as the Customer's agent for electronic payment. The Customer understands and agrees to be bound by and comply with all of the terms, conditions and obligations set forth by Wells Fargo Merchant Services including those set out in the Wells Fargo Merchant Services program guide.
4. Customer shall assume total responsibility for charge backs and checks refused for insufficient funds. Neither LGS, IASB, National School Foundation Association (NSFA), nor Wells Fargo Merchant Services shall be liable for any damages or for any loss, regardless of the legal theory under which such liability is asserted, and regardless of whether they have been advised of the possibility of such liability, loss, or damage for charge backs. However, Customer shall have no additional fee assessed for processing charge backs or for any fees for processing electronic checks returned for insufficient funds, though LGS reserves the right to charge a fee to users who make an ACH payment with insufficient funds.
5. Customer is solely responsible for the products and services purchased via Payschools.com. LGS make no warranty as to the quality or safety of said products and services. Customer shall indemnify and hold harmless LGS for any liability, including attorney's fees, relating to any such cause of action brought by any user for any purchase made through the Customer's web site.
6. The Customer certifies it is a member in good standing of PTO Today Plus and remains a member in good standing for the term of this Agreement.

IN WITNESS WHEREOF, the Customer and LGS have each caused this Agreement to be executed by their duly authorized representatives.

Local Government Services, Inc.

Signature

Title

Date

RETURN TO:

Local Government Services, Inc.
Attn: PaySchools
6000 Grand Avenue
Des Moines, IA 50312

Customer

Signature

Title

Date

Name of School and Group

Street

City, State, Zip

PAYSCHOOLS CUSTOMER INFORMATION

Name of PTO & School _____

PTO Plus Account Number _____

Address _____

City, State, Zip _____

Phone number: _____ Fax Number: _____

Website _____

Bank Information

Bank ABA Routing number _____

Account number _____

Website User Information

Global Administrator- Has complete control over all aspects of the Payschools account.

Name _____

Email Address _____

Business Administrator- Has access to the financial areas of the site, but no access to master profiles.

Name _____

Email Address _____

Technical Administrator- Has access to the webcode and technical areas of the site, but no access to financials or master profiles.

Name _____

Email Address _____

Customer Service Contact email _____

