



## **DASB Student Discount Program Memorandum of Understanding**

This Master Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between the De Anza Student Body (DASB), a student government organization, the Office of Student Activities (De Anza), with their principal place of business at De Anza College, 21250 Stevens Creek Blvd, Cupertino, CA 95014, and \_\_\_\_\_  
(THE COMPANY), a company with its principal place of business at

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WHEREAS**, DASB provides for the welfare of the students of De Anza College with funds retained through the sale of the DASB Card and desires that DASB Card holders receive discounted goods and/or services;

**WHEREAS**, DASB and DE ANZA provides companies that render discounted goods and/or services to DASB Card holders free or discounted marketing;

**WHEREAS**, DASB and DE ANZA, desire to establish an ongoing business relationship with THE COMPANY, so they may provide \_\_\_\_\_  
to all DASB Card holders in exchange for free or discounted marketing provided by DASB and/or DE ANZA;

**WHEREAS**, it is the intention of the parties in terms of this Memorandum of Understanding defines the basic relationship between the parties and the terms and conditions be incorporated into and become a part of other agreements in the future;

**THEREFORE**, the parties in consideration of the mutual covenants contained herein, agree as follows:

## **I. DEFINITIONS**

For the purpose of interpreting this Memorandum of Understanding and other agreements in the future, the following definitions shall apply:

1. “Memorandum of Understanding” shall refer specifically to the agreement on the exchange of goods and/or services between all parties established in this document and shall include all terms incorporated herein by reference.
2. “Other agreements” shall refer to the any alteration in the relationship between all parties in accordance with this Memorandum of Understanding.
3. “DASB Card holders” shall refer to authorized users bearers of the DASB Card who have entered into Cardholder Agreements with DASB, and the Foothill-De Anza Community College District.
4. “Free marketing” shall refer to the services provided by DASB for marketing the location and services provided by THE COMPANY on posters, flyers, and the world wide web, etc. This also includes the free distribution and posting of marketing materials provided by THE COMPANY within the constraints of the De Anza Procedures and Posting Policies, the Policy Board Manual of the Foothill-De Anza Community College District, and any other regulations or limitations established by the administration of De Anza College. The means of marketing shall be determined at the sole discretion of DASB with the understanding between all parties that DASB will provide reasonable marketing based on the terms and agreements stated herein.
5. “\_ \_ % discount to DASB Card holders” shall refer to the percentage of the gross total of goods and/or services purchased by anyone who presents a valid DASB Card that is subtracted from their grand total.

**II. DURATION OF LIABILITY**

- 1. This Memorandum of Understanding shall be binding for the duration of one year with the understanding that all parties sign this memorandum of understanding within ten business days.

**III. GENERAL PROVISIONS**

- 1. No modification, renewal, extension or waiver of this Memorandum of Understanding or other agreements, or of any of the provisions thereof, shall be binding unless made in writing and signed by all parties hereto.
- 2. Neither party shall be responsible for any failure to perform any obligations under this Memorandum of Understanding or any other agreements due to causes beyond DASB, DE ANZA, and THE COMPANY thereof, shortage of materials or inability to obtain goods and/ or services.

ALL PARTIES SIGNED ACKNOWLEDGE THAT THEY HAVE READ THIS MEMORANDUM OF UNDERSTANDING AND AGREE TO BE BOUND BY ALL AGREEMENT TERMS AND CONDITIONS FOR THE 2007-2009 ACADEMIC YEAR. THIS MEMORANDUM IS EFFECTIVE IMMEDIATELY.

**De Anza Student Body:**

Shrey Prasad, VP of Student Services

Yubin Park, Vice Chair of Student Services

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

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

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

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

**De Anza College Office of Student Activities:**

Dr. John Coggnetta, Director of Student Activities

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

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

**Company Name:** \_\_\_\_\_

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

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