

**STATUS 60 MERCHANT’S AGREEMENT**

I represent, covenant and agree, on behalf of \_\_\_\_\_ (“Merchant”), that I am an authorized agent of the Merchant and have the legal authority to bind the Merchant to the terms of its agreement to participate in the State Bank of Lincoln’s Status 60 program (“Status 60 Program”), as well as to the terms of the Waiver and Release included herein and required of all Merchants.

The Merchant will notify State Bank of Lincoln as to any changes or modifications to its discounted services to allow sufficient time for changes to be made and published in all State Bank of Lincoln documents and materials associated with the Status 60 Program and the benefits provided to its Status 60 Program members.

The Merchant acknowledges and agrees that Status 60 members will be required to present their ID card when making a purchase. The discount/special that will be offered to Status 60 Program participants is:

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

The Merchant will notify the State Bank of Lincoln in writing ninety (90) days prior to its desire to discontinue participation in the Status 60 Program.

**MERCHANT:**

Name of Business \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
Phone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
  
Authorized Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**STATE BANK:**

Accepted by \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**WAIVER AND RELEASE**

Merchant acknowledges and agrees that participation in the Status 60 Program involves the promotion of third-party merchants and voluntary participation in the delivery of goods and services to Status 60

Program members at discounted rates ("Status 60 Program"). I further acknowledge and agree that the State Bank of Lincoln, its Board of Directors, and/or its or their departments, committees, trustees, affiliates, employees, officers, agents or insurers ("State Bank") has no authority or control over the Merchant or the products and services that it provides to participants of the Status 60 Program. The Merchant acknowledges and agrees that it is neither an employee nor an independent contractor of State Bank. I accept and voluntarily incur all risks of any injuries, damages, or harm arising or resulting from participation in the Status 60 Program, regardless of whether or not caused in whole or in part by the negligence or other fault of State Bank, other third-party Merchant participants, and/or from participation generally in the Status 60 Program.

Merchant waives any and all claims against State Bank for any injuries, damages, losses or claims, whether known or unknown, which arise during or as a result from participation in the Status 60 Program, regardless of whether or not caused in whole or in part by the negligence or other fault of State Bank, other third-party Merchants, and/or participation generally in the Status 60 Program. Merchant hereby releases and forever discharges State Bank from all such claims.

Merchant agrees to indemnify and hold State Bank harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by State Bank as a result of any claims or suits that Merchant (or anyone claiming by, under or through Merchant) may bring against State Bank to recover any losses, liabilities, costs, damages, or expenses which arise during or result from participation in the Status 60 Program, regardless of whether or not caused in whole or in part by the negligence or other fault of State Bank, other third-party Merchants, and/or participation in the Status 60 Program generally.

Merchant has carefully read and reviewed this Waiver, Release & Hold Harmless Agreement and understands it fully and executes it voluntarily.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

MERCHANT:

Name of Business \_\_\_\_\_

Business Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_