



## GENERAL AGREEMENT PROVISIONS

**Entire Understanding:** This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.

**Amendments:** The provisions of this agreement may not be amended, supplemented, waived or changed orally but only by a writing making specific reference to this agreement signed by both parties.

**Enforcement:** All of the terms and provisions of this agreement, whether so expressed or not, shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.

**Notices:** All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested to the addresses reflect on the front of this agreement or to such other addresses as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

- (a) On the date delivered if by personal delivery,
- (b) On the date faxed if by fax, and
- (c) On the date upon which the Return Receipt is signed and delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed.

**Governing Laws:** This agreement and all transactions contemplated by this agreement shall be governed by, and construed and enforced in accordance with, the laws of the State that the Girl Scout Council resides in without regard to principles of conflicts of laws.

**Attorney's Fees:** If any legal action or other proceeding, including arbitration, is brought by the enforcement of this agreement, or because of an alleged dispute breach, default or misrepresentation in connection with any provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**Counterparts:** This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Survival of Covenant:** All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this agreement and the consummation of the transactions contemplated hereby.

**Remedies:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

**Severability Clause:** Provisions contained in this agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

**Waiver:** A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

**Guarantee Exclusions:** All checks submitted by a Girl Scout Council will be excluded from the guarantee payment if anyone of the following conditions or circumstances are present:

- a) Checks that exceed the maximum dollar amount as stated on the agreement.
- b) Guarantee information is not present on the face of the check.
- c) Any more than two (2) outstanding checks from the same person or checking account number.
- d) Girl Scout Council has received full or partial payment in any form whatsoever to secure payment of check.

**Non-Guaranteed Checks:** CHECKredi agrees to reimburse 100% face value upon collection of all non-guaranteed checks. Girl Scout Councils shall be paid for collected non-guaranteed checks on their next remittance cycle.