



NASPO VALUE POINT PURCHASING ENTITY ADDENDUM

This Purchasing Entity Addendum ("**Addendum**") is entered into by Insert Full Legal Name of Political Subdivision/Participating Entity, organized under the laws of the State of Wisconsin ("**Participant**") and U.S. Bank. This Addendum shall become effective upon signing by U.S. Bank.

RECITALS

1. Wisconsin (the "**State**") and U.S. Bank have entered into that certain NASPO Value Point Participating State Addendum, as amended, supplemented or otherwise modified (the "**Agreement**") for the purpose of providing commercial card services (the "**Program**");
2. Participant desires to participate as a "Purchasing Entity" under the Program and Agreement, with sole liability its own obligations it may incur under the Program and Agreement; and
3. U.S. Bank has agreed to allow Participant to be bound under the Agreement and participate in the Program as a "Purchasing Entity".

Now, therefore, for and in consideration of the mutual promises contained in this Addendum and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Participant and U.S. Bank agree as follows:

1. **DEFINITIONS.** Unless otherwise stated in this Addendum, all capitalized terms shall have the same meaning as set forth in the Agreement.
2. **DESIGNATION.** Participant is hereby designated as a "Purchasing Entity" under the Agreement, and upon U.S. Bank's execution of this Addendum (after completing its necessary due diligence) Participant shall be deemed a "Purchasing Entity" thereunder until Participant so elects to remove such designation or such designation is revoked as set forth in section 6 below. U.S. Bank will take direction from such Participant in the issuing of Accounts (or the suspension of Accounts issued at Participant's direction). This Addendum shall be considered a "Card User Agreement" for purposes of the Agreement.
3. **PARTICIPANT REPRESENTATIONS, WARRANTIES AND COVENANTS.** Participant
 - 3.1. Represents and warrants that it has received a copy of the Agreement;
 - 3.2. Represents that it is a valid political subdivision of the State of Wisconsin;
 - 3.3. Represents and warrants that as of the date hereof that each of the representations and warranties made by the State in the Agreement to U.S. Bank can be made by Participant without breach on the date hereof;
 - 3.4. Represents and warrants that all financial and other information provided to U.S. Bank by or about Participant is true and correct;
 - 3.5. Agrees to comply with and be bound by the terms and conditions of the Agreement, including any future amendment regardless of whether Participant has received notice of such amendment;
 - 3.6. Agrees it is liable for its own performance of the terms and conditions of the Agreement (including as it may be amended from time to time) as if Participant signed the Agreement, including for all obligations incurred by it or by any party issued an Account at its direction, but shall not be liable for any obligations incurred by the State or any other participants; and
 - 3.7. Agrees that it may not assign or transfer its rights under this Addendum or the Agreement without the express consent of U.S. Bank.
4. **LIABILITY FOR PARTICIPANT'S PERFORMANCE AND OBLIGATIONS.** Participant agrees that it shall be solely liable for its performance of the terms and conditions of the Agreement and this Addendum.

The State shall have no liability for any obligations incurred under the Program by Participant and any Account holder designated by such Participant.

5. **NOTICES.** The notice address for Participant is:
Participant:

Attn: _____

6. **CHANGE OF CONTROL.** Participant shall immediately notify U.S. Bank in writing of the occurrence of any event concerning Participant that (i) would prevent Participant from making the representations and warranties contained in section 3 at such time or (ii) results in a change of the legal name of such Participant. Participant shall promptly provide such additional details as reasonably requested by U.S. Bank regarding such event. At the election of U.S. Bank, the rights of Participant to be designated a "Participant" under the Agreement may be revoked based upon the notification provided by pursuant to section 6(i) and this Addendum shall terminate.
7. **BINDING AGREEMENT.** The representations, warranties and covenants of Participant in this Addendum constitute valid, binding and enforceable agreements of Participant. The execution of this Addendum and the performance of the obligations hereunder are within the power of Participant, have been authorized by all necessary action and do not constitute a breach of any agreement to which Participant is a party or is bound. Participant represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Participant to be duly bound by this Addendum. Any breach of the terms of this Addendum by the Participant shall also be a default under the Agreement by the Participant giving rise on the part of U.S. Bank to exercise remedies based upon such default. A breach of the terms of the Addendum by Participant shall give rise to the right of U.S. Bank to terminate this Addendum and remove Participant from the Program.
8. **RATIFICATION, AMENDMENT AND TERMINATION OF AGREEMENT.** Participant acknowledges that U.S. Bank and the State may from time to time enter into amendments of the Agreement. No such amendments shall require the consent of, or notification to, Participant and Participant shall be bound by the terms contained in any such amendments. Any failure to inform Participant of any amendment shall not provide a defense to Participant against U.S. Bank's enforcement of the Agreement (as amended) or this Addendum against Participant. **In the event of a termination of the Agreement or the Master Agreement described therein, Participant acknowledges and agrees that U.S. Bank will not be required to pay Participant a rebate payment for the Quarter in which such termination occurs or any subsequent Quarter thereafter.**
9. **AUTHORIZATION AND EXECUTION.** This Addendum may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Addendum may be executed and delivered by the parties electronically, and fully executed electronic versions of this Addendum, or reproductions thereof, will be deemed to be original counterparts.

The signer(s) represents and warrants that (i) he or she is authorized by an applicable authority to enter into all transactions contemplated by this Addendum, and (ii) the signatures appearing on all supporting documents of authority are authentic.

PARTICIPANT	U.S. BANK
DATE: _____	DATE: _____
_____	U.S. Bank National Association
Legal Name of Participant (Political Subdivision/Participating Entity)	
_____	_____
(Signature of Authorized Individual)	
_____	_____
(Printed Name of Authorized Individual)	
_____	Vice President
(Printed Title of Authorized Individual)	