

EXHIBIT I

PARTICIPATING AFFILIATE ADDENDUM

This Participating Entity Addendum (“**Participating Entity Addendum**”) is entered into, by and between U.S. Bank National Association ND (“**Contractor**”) and the entity identified herein and executing this Addendum as “**Affiliate**”, and constitutes an addendum to and modification of the Contract dated _____, 200__ (the “**Contract**”) between the State of Colorado (the “**State**”) and Contractor. This Participating Entity Addendum is made this _____ day of _____, 200__ (“**Effective Date**”), by _____ (“**Affiliate**”) for the purpose of becoming a Participating Affiliate, as that term is defined herein. This Participating Entity Addendum supersedes any previous and like addenda with Affiliate.

RECITALS:

- A. The State has entered into the Contract for the purpose of making available a Corporate Card Program, Event Card Program and a Non-Plastic Accounts Program as described in the Contract for use by the State and Affiliate(s) of State; and
- B. Affiliate has received a copy of the Contract, and after thorough review of the Contract, desires to become a Participating Affiliate with the rights and obligations set forth in the Contract and this Participating Entity Addendum.

AGREEMENT:

Now therefore, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants set forth in the Contract, which is incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Affiliate and Contractor agree as follows:

1. Capitalized terms used in this Participating Entity Addendum and not otherwise defined in this Participating Entity Addendum are used with the same respective meanings attributed thereto in the Contract. “**Participating Affiliate**” shall mean any State agencies, State institutes of higher education, any political subdivisions, cities, counties, fire departments, police departments, school districts, etc.
2. Affiliate agrees to accept and perform all duties, responsibilities and obligations required of a Participating Affiliate as set forth in the Contract. Corporate Cards and/or Event Cards shall be issued to designated employees of Affiliate and Non-Plastic Accounts shall be opened in the name of Affiliate upon execution of this Participating Entity Addendum by Affiliate and Contractor. Affiliate authorizes its departments and administrative units to act on its behalf with respect to Corporate Cards and/or Event Cards issued to designated employees of the respective departments and administrative units and Non-Plastic Accounts opened as set forth in this Participating Entity Addendum. Contractor shall submit invoice(s) to the office(s) designated by such departments and administrative units and shall report to the designated officer at such departments and administrative units.
3. Affiliate shall make payments to the Contractor for any Charges for which Affiliate is liable as provided in the Contract.
4. In addition to its obligation to provide audited financial statements as provided in Section 27 of the Contract, Affiliate shall provide such other financial information as may be reasonably requested.
5. Affiliate declares that Corporate Cards and Event Cards shall be used for official Affiliate purchases only, and shall not be used for individual or consumer purchases nor to incur consumer debt. Affiliate warrants that it possesses the financial capacity to perform all of its obligations under the Contract and this Participating Entity Addendum.

6. The agreements of Affiliate set forth in this Participating Entity Addendum and the Contract constitute valid, binding and enforceable agreements of Affiliate and all extensions of credit made pursuant to this Participating Entity Addendum and the Contract to Affiliate will be valid and enforceable obligations of Affiliate in accordance with the terms of the Contract and this Participating Entity Addendum. The execution of this Participating Entity Addendum and the performance of the obligations hereunder and under the Contract are within the power of Affiliate, have been authorized by all necessary action and do not constitute a breach of any agreement to which Affiliate is a party or is bound.

7. The notice address for Affiliate is:

Contractor:	Affiliate:
U.S. BANK NATIONAL ASSOCIATION ND	_____
C/O U.S. Bancorp Card Services, Inc.	_____
Mail Code EP-MN-TT2C	_____
1010 South Seventh Street	_____
Minneapolis, MN 55415	_____
Attn: CPS Contract Services	Attn: _____

In witness whereof, the parties hereto have, by their duly authorized representatives, executed this Participating Entity Addendum.

Dated this ____ day of _____, 200__ by:

(Affiliate)

(Signature of Authorized Individual)

(Printed Name of Authorized Individual)

(Printed Title of Authorized Individual)

Approved as to form:

Attorney for Affiliate

Approved:
State of Colorado Travel Program Manager

(Signature and Date)

Dated this ____ day of _____, 200__ by:

U.S. BANK NATIONAL ASSOCIATION ND
By U.S. Bancorp Card Services, Inc., Agent

(Signature of Authorized Individual)

Charles L. Wilkins

Senior Vice President