

Date:

AWB #

<input type="checkbox"/> New Location		<input type="checkbox"/> Additional Location		Existing MID:		Chain #:		Short Name		Location of	
Merchant Application											
Merchant Information	DBA Name:						DBA Phone #:			Ext.	
	Contact Name:						DBA Fax #:				
	Cell Phone #						Customer Service Phone #:				
	DBA Address:						Email Address:				
	City:				State:		Zip Code:		Federal Tax ID:		
	Previous Processor: Yes <input type="checkbox"/> No <input type="checkbox"/>				Name of Previous Processor:		Year Established:		Length of Current Ownership: years, months		
Corporate Information	Legal/Corporate Name:						Legal/Corporate Phone #:			Ext.	
	Legal/Corporate Contact Name:						Legal/Corporate Fax #:				
	Legal/Corporate Address:										
	City:				State:		Zip Code:				
Shipping Info	Shipping DBA Name: (Necessary only if different than DBA)				Shipping Phone #			Ext.			
	Shipping Contact Name:				Shipping Fax #:						
	Shipping Address (No PO Box):										
	City:				State:		Zip:				
Principal Information 1 (Owner/Partner/Officer)	<input type="checkbox"/> Owner/Partner: Percentage of Ownership % or <input type="checkbox"/> Officer: Title										
	First Name:				MI:		DOB:		SSN:		
	Last Name:						Home Phone #:				
	Home Address:						Cell Phone #:				
	City:				State:		Zip Code:		Email Address:		
	Previous Address if current address is less than 2 years:										
	Home Address:										
	City:				State:		Zip Code:				
Principal Information 2 (Owner/Partner/Officer)	<input type="checkbox"/> Owner/Partner: Percentage of Ownership % or <input type="checkbox"/> Officer: Title										
	First Name:				MI:		DOB:		SSN:		
	Last Name:						Home Phone #:				
	Home Address:						Cell Phone #:				
	City:				State:		Zip Code:		Email Address:		
	Previous Address if current address is less than 2 years:										
	Home Address:										
	City:				State:		Zip Code:				
Other Merchant Information	Average Sale Amount: \$				Description of product or services offered:						
	Total Monthly VISA®/MC/Discover Network® Sales: \$						MCC:				
	Card Present (swiped)		%		For Card Present Transactions , when does the customer receive the product or service? <input type="checkbox"/> Same Day <input type="checkbox"/> If not same day, # of Days (include shipping time frame) For Card Not Present Transactions , when does the customer receive the product or service? <input type="checkbox"/> Same Day <input type="checkbox"/> If not same day, # of Days (include shipping time frame) For Internet Transactions : List the product web site: Contact Us Email Address:						
	Card Present (not swiped)		%								
	Mail Order		%								
	Telephone Order		%								
	Internet		%								
	Total =		100%								
Do you operate seasonally: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please check months closed (Merchant must notify to close and reopen) :											
<input type="checkbox"/> January		<input type="checkbox"/> February		<input type="checkbox"/> March		<input type="checkbox"/> April		<input type="checkbox"/> May		<input type="checkbox"/> June	
<input type="checkbox"/> July		<input type="checkbox"/> August		<input type="checkbox"/> September		<input type="checkbox"/> October		<input type="checkbox"/> November		<input type="checkbox"/> December	
Bank Account	(Checking Accounts only)										
	Deposit Bank Name:				ABA/Routing #:			DDA Account #:		Tape ID	
	Billing Bank Name (if different):				ABA/Routing #:			DDA Account #:		Tape ID	

____ Initials

Elavon

MSP US 10 2010

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Merchant Application

Pricing Information	Rates are for all card acceptance types selected above.				Fees	Fee Type	Amt. \$	Per Authorization \$	
	VISA®		MasterCard	Discover		Application Fee		VISA®	
	Rate% + Per Item		Rate% + Per Item	Rate% + Per Item		Installation/Training		MasterCard	
	Qualified	%+\$	%+\$	%+\$		Wireless Set-Up Fee		Discover	
	Rewards Qual	%+\$	%+\$	%+\$		Account Maintenance		AMEX	
	Mid-Qual	%+\$	%+\$	%+\$		Chargeback Fee (per occur.)		WEX	
	Non-Qual	%+\$	%+\$	%+\$		Return Item Fee/NSF (per occur)		Voice Auth Touch Tone	
	Other Tier	<input type="checkbox"/> Debit <input type="checkbox"/> Supermarket <input type="checkbox"/> Quick Pay/Small Ticket				Annual Fee Start Date		Voice - Operator Assisted	
		%+\$	%+\$	%+\$		Monthly Service Fee		Voice - With AVS	
	Opt Comm Card Tier	%+\$	%+\$	%+\$		Minimum Discount (per mo)		Voice - Bank Referral	
	VISA®		MasterCard	Discover		Other		Other	
	___ IC DIFF	Rate% + Per Item	Rate% + Per Item	Rate% + Per Item		Other		Other	
	Qualified	%+\$	%+\$	%+\$		Other		Other	
	___ INT PLUS	VISA®	MasterCard	Discover		Other		PCI Fee (Annual) IP Connect (Not to Exceed): \$175 Dial Connect (Not to Exceed): \$55 Other fees may apply, see Merchant Processing Agreement	
		Rate% + Per Item	Rate% + Per Item	Rate% + Per Item		Other			
Markup	%+\$	%+\$	%+\$	Other					

Point of Sale (Equipment or Software)	VAR Service Provider (Non Distributed): VAR Vendor (Distributed):										VAR Product:		VAR Version:	
	Gateway (Optional):				Aggregator:									
	Qty	POS Description	Equip Code	Training Method	Price per Unit	Monthly Fee	Per Auth	Purchase	Existing	Exchange				
					\$	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
					\$	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
					\$	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
				\$	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Training Contact Name:				Training Contact Phone:				All applicable taxes will be applied. <input type="checkbox"/> Sales Tax Exempt – Additional Documentation required.						
<input type="checkbox"/> Saturday Delivery <input type="checkbox"/> Next Day Air <input type="checkbox"/> 2 nd Day Air				Elavon Bills One Time Fees										
*Please note that all leases MUST complete the section immediately below. Initials are required.														
X _____ THE LEASE IS A NON CANCELLABLE LEASE FOR THE FULL TERM OF _____ MOS. TOTAL MONTHLY PAYMENT OF \$ _____ plus taxes, if applicable.														
<p style="text-align: center;">AUTHORIZATION FOR AUTOMATIC WITHDRAWAL OF MONTHLY PAYMENTS</p> <p>Merchant hereby authorizes Elavon, through its Ladco Leasing division ("Lessor"), to automatically withdraw Merchant's monthly lease payment and any amounts, including any and all taxes or other charges, owed in accordance with the lease, as applicable, by initiating debit entries to Merchant's account at the financial institution ("Bank") indicated hereon or such other financial institution used by Merchant from time to time. A lease payment (whether paid by debit or other means) that is not honored by Bank for any reason will be subject to a returned item service fee imposed by Lessor. This authorization shall remain in effect until Lessor has received written notice from Merchant of its termination.</p>														
Bank Name:				ABA/Routing #:				DDA Account #:						

Merchant Application					
Substitute Form W-9	Business Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Public Corp <input type="checkbox"/> Closely Held Corp <input type="checkbox"/> Sub S Corp <input type="checkbox"/> Government <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Tax Exempt Organization (include documents that support Exempt Status) <input type="checkbox"/> Other (Assn/Estate/Trust) <input type="checkbox"/> Limited Liability Company – Tax Classification (D=disregarded entity, C=corporation, P=partnership): _____ (If LLC, please indicate D, C or P)				
	Name* : _____				
	*Name (of business) as shown on your business income tax returns. For Sole Proprietors, this should always be the owner's name.				
	Address: _____			TIN (Employer Identification #): _____	
	City: _____	State: _____	Zip Code: _____	or TIN (Social Security #): _____	
Merchant Representations and Certifications	<p>Merchant Representations and Certifications. By signing below, the applicant merchant ("Merchant") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "Member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this merchant application ("Merchant Application") is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Merchant; and (ii) the persons signing this Merchant Application are duly authorized to bind Merchant to all provisions of this Merchant Application and the Agreement. Further, by signing below, if leasing equipment, Merchant and its representative(s) agree that the Leased Equipment is subject to the terms and conditions set forth in the Terms of Service ("TOS") and have had an opportunity to review such terms. The signature by an authorized representative of Merchant on the Merchant Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Merchant's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Merchant Application, the TOS and the Merchant Operating Guide ("MOG") incorporated herein by this reference and located at our website at _____, respectively. If Merchant does not have access to view the TOS or MOG at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or MOG, Merchant agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Merchant Application, have the same meaning ascribed to them in the TOS and MOG.</p> <p>If Merchant terminates within one year of the date set forth below, Merchant will immediately pay Elavon, as liquidated damages, an early termination fee equal to \$295, in addition to all other amounts owed. If Merchant terminates at any time during the second or third year of the date set forth below, the Merchant will pay, as liquidated damages, a termination fee equal to \$195, in addition to all other amounts owed. Merchant agrees that the early termination fee is not a penalty, but rather is reasonable in light of the financial harm caused by Merchant's early termination. Elavon will use best efforts to debit the Merchant's account in the amount of the applicable termination fee within sixty (60) days of receipt of Merchant's written notice of termination.</p> <p>IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you. Merchant and its representative(s) authorize us prior to our acceptance of this Merchant Application and from time to time thereafter, to investigate the individual and business history and background of Merchant, each such representative and any other officers, partners, proprietors, and/or owners of Merchant, and to obtain credit reports or other background investigation reports on each of them that we consider necessary to review the acceptance and continuation of this Merchant Application. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.</p> <p>This Merchant Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Merchant Application. Delivery of executed counterparts of this Merchant Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Merchant Application shall constitute a signed original.</p> <p>Merchant understands that an authorization code is not a guarantee of acceptance or payment of a Transaction. Receipt of an authorization code does not mean that merchant will not receive a Chargeback for that Transaction.</p> <p>All merchants must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 merchants (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Merchant will be charged either the Annual PCI Fee or the Annual Administration Fee described below.</p> <p>Annual PCI Fee of up to \$175 per merchant account number, based on connectivity, number of merchant locations and then-current cost to Elavon of the services, will be charged to merchants that use the services of the qualified third party assessor with whom Elavon has partnered. Elavon will waive this fee in year one, charging the fee in subsequent years on or about the anniversary date of account approval. Annual Administration Fee of \$35 will be charged to merchants that use the services of another qualified assessor and attest to PCI DSS validation on the website designated by Elavon. Any merchant that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee of \$25 until Elavon is provided with validation of compliance. Merchant may be eligible for Data Breach Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for coverage details and conditions.</p> <p>If leasing equipment, Merchant agrees to pay "Lessor" an annual fee in an amount not to exceed \$50.00 for the administration, billing and tracking of certain taxes and charges related to the Leased Equipment.</p> <p>Under penalties of perjury, Merchant certifies that: 1. The number shown on this Merchant Application is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person. For federal tax purposes, you are considered a U.S. person if you are: an individual who is a U.S. citizen, or U.S. resident alien, a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, an estate (other than a foreign estate), or a domestic trust (as defined in Regulations section 301.7701-7).</p> <p>American Express Acceptance Agreement - By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("AXP Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Elavon and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates, as defined in the AXP Agreement, to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclosing such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Elavon, AXP, AXP agents and Affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon AXP's approval of the application, the entity will be sent a copy of the AXP Agreement and materials welcoming it, either to AXP's program for Elavon to perform services for AXP or AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the entity does not qualify for the Elavon servicing program that the entity may be enrolled in American Express's standard Card acceptance program, and the entity may terminate the AXP Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the AXP Agreement.</p>				
	*The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.				
	Signature: X _____		Printed Name: _____	Title: _____	Date: _____
	Signature: X _____		Printed Name: _____	Title: _____	Date: _____
Personal Guaranty	<p>As a primary inducement to us to accept this Merchant Application, the undersigned Guarantor(s), by signing the Merchant Application, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to us (including, without limitation, Chargebacks and obligations in connection with Leased Equipment, if applicable) pursuant to the Merchant Application and Agreement, as may be amended from time to time, with or without notice. Guarantor(s) understand further that we may proceed directly against Guarantor(s) without first exhausting our remedies against any other person or entity responsible therefore to them or any security held by us or Merchant. This guarantee will not be discharged or affected by the death of the Guarantors, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any of our successors. Guarantor(s) understand that the inducement to us to accept this Merchant Application is consideration for the guaranty and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty. The undersigned hereby directs any consumer reporting agency to furnish a consumer credit report that relates personally to the undersigned upon the request of Elavon or any of its designees, successors or assigns and agrees that all parties involved are in compliance with the Fair Credit Reporting Act.</p>				
	Signature: X _____		Printed Name: _____	SSN#: _____	Date: _____
	Signature: X _____		Printed Name: _____	SSN#: _____	Date: _____
Submitted By	To the best of my knowledge, I certify that the information provided in this Merchant Application was provided by the Merchant and is true, complete and accurate. I further certify that the signatures were provided by the Merchant's owner(s) or officer(s), as appropriate.				
	Sales Rep Signature: X _____		Printed Name: _____	Rep ID #: _____	Date: _____
Office Use Only	Accepted by Elavon, Inc.: _____			Date: _____	
	Accepted by Member: _____			Date: _____	