



5701 Lindero Cyn. Rd.  
 Building 3, Suite 200  
 Westlake Village, CA 91362  
 Phone: (800) 589-8200

**MERCHANT PROCESSING APPLICATION**

Settlement Bank: Harris N.A.      Lead ID:

Application Date: 1/18/11      Contractor Name:      Application ID:      Association: BankCard USA

<b>GENERAL INFORMATION</b>					
Ownership Type: <input type="checkbox"/> Sole Prop <input type="checkbox"/> Corp <input type="checkbox"/> Partner <input type="checkbox"/> Assoc/Est./Trust <input type="checkbox"/> Govt. <input type="checkbox"/> Intl. <input type="checkbox"/> Corp, LLC <input type="checkbox"/> Med/Legal <input type="checkbox"/> Non-Prof/Tax Exempt(fed form 501C)					
Legal Business Name:			Business Name (DBA):		
Mailing/Billing Address:			Location Address:		
City:	State:	Zip:	City:	State:	Zip:
Corp. Phone:	Corp. Fax:		Loc. Phone:	Loc. Fax:	
Contact Name 1:			In Business: ____ Years ____ Months		
Web Address:			Federal Tax ID:		D & B:
Email Address:			Current Customer: <input type="checkbox"/> Yes <input type="checkbox"/> No		Current MID:
General Comments:					

Owner / Officer 1:	%	Owner / Officer 2:	%	Trade Reference	
Name:		Name:		Company:	
Title:		Title:		Contact:	
Home Address:		Home Address:		Address:	
City:		City:		City:	
State:	Zip:	State:	Zip:	State:	Zip:
Phone:	Cell:	Phone:	Cell:	Phone:	
SSN:	DOB:	SSN:	DOB:	Account #:	
PG Nearest Relative Name:		Phone:		City: State:	

UNDERWRITING PROFILE					
Type of Bus:	<input type="checkbox"/> Retail <input type="checkbox"/> Internet <input type="checkbox"/> MOTO	METHOD OF SALES		% OF PRODUCTS SOLD	
Monthly Vol:	\$	Card Present-swiped:	____ %	Discount Paid:	<input checked="" type="checkbox"/> Daily
Average Ticket:	\$	Card Present-keyed (imprint):	____ %	Direct To Consumer:	____ %
		Card Not Pres-keyed:	____ %	Direct To Business:	____ %
		Card Not Pres-internet:	____ %	Direct to Government:	____ %
		TOTAL: must Equal 100%	<b>100</b> %	TOTAL: must Equal 100%	<b>100</b> %

Describe Specific Type of Product/Service Sold:

Maximum # Days until product delivery:	Describe your return policy:
Have Credit Cards Been Accepted Before? <input type="checkbox"/> No <input type="checkbox"/> Yes	Have Ever Been Terminated? <input type="checkbox"/> No <input type="checkbox"/> Yes

MOTO/INTERNET MERCHANT QUESTIONNAIRE		
Are deposits required for products/services?	<input type="checkbox"/> No <input type="checkbox"/> Yes	If yes, indicate the percentage %
Is the customer's signature obtained at time of delivery?	<input type="checkbox"/> No <input type="checkbox"/> Yes	If yes, explain process:
What is the customer service number (This will post to the cardholders statement and is required on internet commerce accounts):		
Does Merchant charge for goods/services prior to fulfillment?	<input type="checkbox"/> No <input type="checkbox"/> Yes	
Please indicate how long after card is charged does customer receive their purchase/service:	<input type="checkbox"/> Within 48 hrs. <input type="checkbox"/> 2-5 days <input type="checkbox"/> 2-3 Weeks <input type="checkbox"/> Other	

SCHEDULE OF FEES PART I					
Accept?	Card Type	Rate 1	Per Item	Qualification Exceptions (If Applicable) Rate 1 Plus	Interchange Pass Through
<input checked="" type="checkbox"/> Yes	Visa/MasterCard Debit	%		Mid Rate 2=1.79% + 10¢, Non Rate 3=2.19% + 10¢	<input type="checkbox"/> Yes
<input checked="" type="checkbox"/> Yes	Visa/MasterCard Credit	%		Visa Dues/Assess = .11% / MC Dues/Assess = .11%	<input type="checkbox"/> Yes

AUTHORIZATION TO ACH (Must include Voided Business Check)		
Bank Name:	Transit # (ABA Routing – 9 digits):	Account #:

<b>TERMINAL HARDWARE / SOFTWARE TYPE (1):</b>	<b>QTY</b>
---	------------

**EARLY TERMINATION:** If Company cancels this Agreement during the term or any agreed upon extension term, applicable early termination fees shall be due SPS. See Article V Section 5.01 of the attached terms and conditions for additional details.

**X** \_\_\_\_ Customer Initial Here

SCHEDULE OF FEES PART II							
Annual Fees		Authorization Fees		Monthly Fees		Visa/MC Association Fees*	
Annual Fee:	\$ 99.00	ALL CARD TYPES:	\$	Monthly Minimum:	\$ 25.00	ACQ ISA:	Pass Through
<b>Miscellaneous Fees</b>		Pin-Debit:	\$ 0.50	Support/Statement:	\$ 10.00	NABU:	Pass Through
Chargeback Fee:	\$ 25.00	Pin Debit interchange costs are passed through to the merchant.		Gateway Access:	\$ 15.00	CBorder:	Pass Through
Voice Authorization:	\$ 1.00	EBT:	\$ 0.40	Debit/EBT Access:	\$ 5.00	ACQ Support:	Pass Through
		Mobile (additional):	\$ 0.10	Mobile Access:	\$ 17.00 (per unit)	ACQ Proc:	Pass Through
		Address Verification:	\$ 0.10	PCI/\$25k Insurance**	\$7.00	VisaMisuse Auth:	Pass Through
* For description of pass through and other fees go to <a href="http://www.busams.com/fees">www.busams.com/fees</a> Pricing may increase due to any increases in association and other third party fees, which will be passed through to you.						Visa Intl ACQ:	Pass Through
** PCI fee increase to \$12.00 after 90 days if merchant is not compliant. To become compliant go to <a href="http://www.bankcardusa.com/pci.htm">www.bankcardusa.com/pci.htm</a>						VSZeroFL:	Pass Through

OTHER ENTITLEMENTS							
Amex	<input checked="" type="checkbox"/> New <input type="checkbox"/> Existing	Acct #:		JCB	<input type="checkbox"/> Existing	Acct #:	
Discover	<input checked="" type="checkbox"/> New <input type="checkbox"/> Existing	Acct #:		EBT FSC	<input type="checkbox"/> Existing	Acct #:	
Diners Club	<input type="checkbox"/> Existing	Acct #:		Carte Blanche	<input type="checkbox"/> Existing	Acct #:	

AMERICAN EXPRESS							
<input type="checkbox"/> American Express Discount Rate:	%	OR	<input checked="" type="checkbox"/> American Express Monthly Flat Fee - \$7.95				
<input type="checkbox"/> Retail: \$0.10 Trans Fee + .30% CNP Downgrade				<input type="checkbox"/> Services Wholesale % All Other: \$0.15 Trans Fee			
<input type="checkbox"/> Monthly Gross Pay (+.03% if \$100K +)				<input type="checkbox"/> Daily Gross Pay	<b>Pay Frequency:</b>	<input checked="" type="checkbox"/> 3 Days	<input type="checkbox"/> 15 Days <input type="checkbox"/> 30 Days

START UP FEES	
Equipment Cost: \$	<input type="checkbox"/> Yes – I give BankCard USA permission to ACH my checking account.

**CERTIFICATION AND AGREEMENT**

By signing below, the Merchant named: (1) certifies to BankCard USA that he/she is authorized to sign this Agreement; (2) certifies that all information and documents submitted in connection with this Application are true and complete; (3) authorizes Bank or its agent to verify any of the information given, including credit references, and to obtain credit reports (including a spouse if in a community property state); (4) has read, agreed to, and acknowledges receipt of the terms and conditions of the Merchant Agreement, attached hereto and incorporated herein by reference, and can also be found at [www.busams.com](http://www.busams.com). The terms and conditions and this Application constitute the entire integrated Merchant Agreement by and between Merchant, BankCard USA and Bank; (5) agrees that Merchant and each transaction submitted to Bank will be bound by the Agreement in its entirety; and (6) agrees that Merchant will submit transactions to Bank only in accordance with the information in this Application and will immediately inform BankCard USA, in writing at the address above if any information in this Application changes. The Agreement will become effective only when signed by Bank and BankCard USA. Merchant further acknowledges that, as used in this paragraph, "Bank" means the banking institution indicated by appropriate mark in one of the check boxes located at the top of the first page of this document. By signing below, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete, and accurate. Requests for refunds of fees, statements, or questions relating to fees must be addressed in writing to BankCard USA within sixty (60) days of receipt of statement, but in no event more than ninety (90) days following imposition of the fee in question. BankCard USA and Harris's liability with respect to any fee is limited to ninety (90) days from date statement issued. I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through the entity above, of reports about me that American Express has requested from consumer reporting agencies. Such information will include that name and address of the agency furnishing the report. I also authorize American Express to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon American Express' approval of the entity indicated above to accept the American Express Card, the terms and conditions for American Express® Card Acceptance ("Terms and Conditions") will be sent to such entity along with a Welcome Letter. 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 Terms and Conditions.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day \_\_\_\_\_

**Merchant:** By:  \_\_\_\_\_ By:  \_\_\_\_\_  
*Merchant Principal or Corporate Officer 1* *Merchant Principal or Corporate Officer 2*  
 \_\_\_\_\_  
*Print Name* *Print Name*

Accepted by Bank: By: \_\_\_\_\_ Accepted by BankCard USA: By: \_\_\_\_\_

**PERSONAL GUARANTY**

In consideration of Bank and BankCard USA' acceptance of the Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank and BankCard USA under the Agreement, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify Bank and BankCard USA for all funds due from Merchant pursuant to the terms of the Agreement. This is a guaranty of payment and performance and not of collection, and in no case will BankCard USA be required to attempt collection from Company or pursue any other remedy of action before collection from Guarantor. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant and all other rights and defenses available to Guarantor under applicable law, including California Civil Code Sections 2787 to 2856, inclusive (or any similar suretyship laws), and further waives any and all rights, defenses or notices arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance thereunder is due, and / or any change in any interest or discount rate or fee thereunder. Guarantor confirms that Guarantor, collectively or individually, is an officer or shareholder to the Merchant and party to the Agreement, and unconditionally and specifically authorizes Bank, or its authorized agent, to debit any overdue fees, costs, chargebacks, fines, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank or BankCard USA from any personal checking account or other account owned or controlled by Guarantor and further to report any default hereunder or Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all cost and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank or BankCard USA in connection with the enforcement of this Guaranty. Guarantor further acknowledges that, as used in this paragraph, "Bank means the banking institution indicated by appropriate mark in one of the check boxes located at the top of the first page of this document.

\_\_\_\_\_, An Individual Date: \_\_\_\_\_  \_\_\_\_\_, An Individual Date: \_\_\_\_\_  
 \_\_\_\_\_  
*Print Name* *Print Name*

**SITE INSPECTION INFORMATION (To Be Completed by Sales Rep)**

LOC. TYPE:	<input type="checkbox"/> Retail Store	<input type="checkbox"/> Office Bldg	<input type="checkbox"/> Industrial Bldg	<input type="checkbox"/> Residence	<input type="checkbox"/> Trade Show	<input type="checkbox"/> Other (describe):
MERCHANT:	<input type="checkbox"/> Owns	<input type="checkbox"/> Leases	Landlord Name:	Landlord Phone:		

**By the signature below, signatory verifies that (i) he/she has physically inspected the Business Premises; and (ii) the information stated in this Agreement is correct, to the best of his/her knowledge and is represented by his/her Company.**

Sales Representative Signature: \_\_\_\_\_ Sales Representative Print Name: \_\_\_\_\_ Date: 1/18/11