



2350 Kerner Boulevard Suite 300  
 San Rafael, CA 94901  
 1-800-449-8012  
 www.cpay.com

Merchant Account # \_\_\_\_\_  
(Office Use Only)

Agent # \_\_\_\_\_ Sales Director \_\_\_\_\_

**MERCHANT PROCESSING APPLICATION & AGREEMENT**

<b>GENERAL INFORMATION</b>	Merchant's Legal Business Name: (for Sole Proprietorships, enter Principal's name)		Doing Business As Name (As it appears on the receipts):		
	Legal Address:		DBA Address: (Street Address other than PO Box)		
	City/State/Zip:		City/State/Zip:		
	Legal Business Phone:		DBA Business Phone:	Federal Tax ID (Required for Corps): <input type="checkbox"/> SSN <input type="checkbox"/> EIN	
	Contact Name:	Business Fax Number:	Business Open Date: (YYYY-MM-DD)	Mail Merchant Statements to: <input type="checkbox"/> Legal Address <input type="checkbox"/> DBA Address	
	Business E-Mail: (Required for Trinity Program or PC Software)		Business Website: (Required for Trinity Program)		

<b>BUSINESS INFORMATION</b>	Retail Swiped % _____	<b>Merchant Type:</b> <input type="checkbox"/> Retail <input type="checkbox"/> Utility <input type="checkbox"/> Petroleum <input type="checkbox"/> Restaurant <input type="checkbox"/> Mail/Phone <input type="checkbox"/> Fast Food <input type="checkbox"/> Retail w/ Tip <input type="checkbox"/> Internet <input type="checkbox"/> Convenience <input type="checkbox"/> Lodging <input type="checkbox"/> Public Sector <input type="checkbox"/> QSR <input type="checkbox"/> Business to Business: B-2-B _____% B-2-C _____%	<b>Type of Ownership:</b>		<b>Business Location:</b>	
	Retail Keyed % _____		<input type="checkbox"/> Sole Prop. <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	<input type="checkbox"/> Store Front		
	Internet % _____		<input type="checkbox"/> Corp. <input type="checkbox"/> Non-Profit <input type="checkbox"/> Trust/Estate/Assn.	<input type="checkbox"/> Office		
	Mail Order % _____		<input type="checkbox"/> LLC <input type="checkbox"/> Gov't. <input type="checkbox"/> Legal/Medical Corp.	<input type="checkbox"/> Home		
	TOTAL % _____ 100		<input type="checkbox"/> Other (specify): _____	<input type="checkbox"/> Other (specify): _____		
	Requested Monthly Sales Limit: \$ _____		Mail, Telephone or Internet Sales:			Does Merchant use third party to store, process or transmit cardholder data? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Third Party Information:</b> Name: _____ Address: _____ Phone: _____ Software Used by Third Party: _____
Requested Highest Ticket: \$ _____		Who performs product/service fulfillment? <input type="checkbox"/> Merchant <input type="checkbox"/> Vendor/Fulfillment House				
Average Ticket: \$ _____		Vendor/Fulfillment House Information:				
Specific Type of Product(s)/Service(s) Sold:		Name: _____ Address: _____ Phone: _____				
Customer Return Policy: <input type="checkbox"/> Refund w/in 30 days <input type="checkbox"/> Exchange Only <input type="checkbox"/> None <input type="checkbox"/> Other (specify): _____		Number of Days Until Product/Service is Delivered: _____		MCC/SIC: _____		
Has Applicant ever accepted credit cards before? <input type="checkbox"/> Yes <input type="checkbox"/> No (Provide previous processors statements)		MasterCard/Visa/Discover sales transactions are settled: <input type="checkbox"/> Date of Order <input type="checkbox"/> Date of Shipment <input type="checkbox"/> Other (specify): _____		Has Applicant ever had a previous credit card processor terminate its merchant account? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, by whom? _____		

<b>PRINCIPAL INFO.</b>	Principal #1 Name:		Social Security Number (Required):	% Ownership:	Date of Birth:	Title: <b>OWNER</b>
	Residential Address:		City:	State:	Zip:	Home Phone:
	Principal #2 Name:		Social Security Number (Required):	% Ownership:	Date of Birth:	Title:
	Residential Address:		City:	State:	Zip:	Home Phone:

<b>REF.</b>	Landlord:	Address	Phone:	Contact:
	Trade:	Account #:	Phone:	Contact:

<b>SITE SURVEY</b>	Date:	Type of Building:	Square Footage (approximate):
	Inspector's Comments:		
	Under the penalty of perjury and accountability, I hereby certify I personally conducted this premises inspection described above and hereby certify that this business is legitimate and have verified the identification of the above listed principal(s): Sales Representative Name: _____		

<b>ASSOCIATION DISCLOSURE</b>	<b>Member Bank Information</b> First National Bank of Omaha 1620 Dodge Street Omaha, Nebraska 68197 800-228-2443	<b>Important Bank Responsibilities</b> 1. FNBO is the only entity approved to extend acceptance of VISA products to a Merchant 2. FNBO must be a principal (signor) to the Merchant Agreement 3. FNBO is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply. 4. FNBO is responsible for and must provide settlement funds to the Merchant. 5. FNBO is responsible for all funds held in reserve that are derived from settlement.
	<b>Merchant Information</b> Merchant Name: _____ Merchant Address: _____ Merchant Phone: _____ Merchant Signature: <u>X</u> Merchant's Printed Name: _____ Title: _____ Date: _____	<b>Important Merchant Responsibilities</b> 1. Ensure compliance with cardholder data security and storage requirements 2. Maintain fraud and chargebacks below thresholds 3. Review and understand the terms of the Merchant Agreement. 4. Comply with VISA Operating Regulations.  The responsibilities listed above do not supersede the terms of the MERCHANT Agreement and are provided to ensure the MERCHANT understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the MERCHANT have any problems.



<b>SCHEDULE OF FEES</b> <small>TO BE COMPLETED BY THE SERVICES REPRESENTATIVE</small>	<b>V/MC/Discover Check Card Rate:</b> _____ % <b>V/MC/Discover Qualified Rate:</b> _____ % <b>V/MC/Discover Transaction Fee:</b> _____ ¢Per Item <b>Pin-Based Debit Transaction Fee:</b> _____ ¢Per Item <b>Application &amp; Setup Fee: \$195.00</b> <b>Mid-Qualified: Qualified Rate +1.59%</b> <small>(Most common causes: Rewards Card Transactions on Retail Account)</small> <b>Non-Qualified: Qualified Rate +1.89%</b> <small>(Most common causes: Keyed-In, Business or Corporate Card Trans., over 24-hour batching)</small>	PIN-Based Transactions are also assessed 0.85%. Requires Pin-pad device. <input type="checkbox"/> <b>Credit Only</b> <input type="checkbox"/> <b>Credit &amp; ATM</b>	<b>Monthly Fees:</b> Statement Fee \$9.50 Monthly Minimum \$25.00 <i>Definition: \$25.00 – (Total Discount Fees) = Amount Billed (if any)</i> Equipment Warranty \$8.95	Customers using the Trinity Program pay an \$8.00 monthly fee.  Retail merchants using Trinity pay an additional 4¢ per authorization.  Monthly Wireless Fee is \$18.00 per terminal.  Monthly Internet Processing Terminal Fee is \$18.00 per terminal.
	<i>The following fees will be passed through to merchants if applicable: VISA ACQ ISA, Misuse of Auth, Zero Floor Limit, &amp; Int'l Acquiring Fees; MasterCard Acquirer Support and Cross Border Fees; and Discover Int'l Processing and Services Fees.</i>			
	<b>*A Payment Card Industry (PCI) Annual Compliance Fee of \$35 will be charged to the merchant account if the Self-Assessment Questionnaire (SAQ) is completed within the first 30 days; If the SAQ is not completed within the first 30 days then the fee will be \$85 for the remaining years of the Agreement.</b>			
	If MERCHANT is approved for this (3) year MERCHANT account, any cancellation by MERCHANT of this agreement within three (3) years from the date of approval, or in the event that FNBO terminates the agreement pursuant to Section 5.3 of the Terms & Conditions, the MERCHANT will be subject to the applicable early termination fees and MERCHANT will be charged a fee for such early termination equal to (i) \$550.00 if terminated before completion of the first year of the Term; or (ii) \$375 if terminated after completion of the first year of the INITIAL TERM but prior to the end of the second year; or (iii) \$300.00 if terminated after completion of the second year of the INITIAL TERM but prior to the end of the third year period of the INITIAL TERM. At the expiration of the INITIAL TERM, this AGREEMENT will automatically renew for successive two (2) year periods ("RENEWAL TERM") unless terminated as set out according to the TERMS & CONDITIONS.			

<b>AMERICAN EXPRESS NEW ENTITLEMENTS</b>			
<input type="checkbox"/> Discount Rate: _____ % or <input type="checkbox"/> Monthly Flat Fee: \$7.95	<input type="checkbox"/> Retail: 10¢ Trans Fee + 0.30% CNP Downgrade or <input type="checkbox"/> Services, Wholesale & All Other: 15¢ Trans. Fee	Est. Annual Volume: \$ _____ Est. Avg Ticket: \$ _____ Pay Frequency: <input type="checkbox"/> 3 Days <input type="checkbox"/> 15 Days <input type="checkbox"/> 30 Days	Merchant Initials: <span style="border: 1px solid black; display: inline-block; width: 40px; height: 20px; vertical-align: middle;"></span>

Central Payment Charges 15¢ per transaction on American Express. Fees disclosed are billed by American Express

MERCHANT has indicated which services it is requesting. MERCHANT agrees that FNBO and Central Payment are not a party to any agreement for services from the following companies: American Express, Discover Network, Diners Club, Messiahic Inc., Northern Leasing Systems, Inc., and/or Global eTelecom and that any such agreements are strictly between MERCHANT and each individual company. MERCHANT must be approved by each company and each company may send its agreement to the address of MERCHANT indicated herein upon such approval. MERCHANT agrees to be bound by such company's agreement. [\*NOTE: Depending upon MERCHANT's authorization and settlement composition, MERCHANT may not have a direct agreement with Discover Network and instead will receive Discover Network services through this agreement with FNBO. If that is the circumstance, the portion of this disclosure pertaining to Discover Network does not apply. ] As it pertains to American Express, by signing the Merchant Transaction Processing Agreement, I represent that I have read and am authorized to sign and submit this application on behalf of MERCHANT and all information I have provided herein is true, complete, and accurate. I authorize American Express Travel Related Services Company, Inc. ("AXP") 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 AXP to inform me directly, or through MERCHANT, of reports about me that AXP has 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 MERCHANT to accept the AXP Card, the terms and condition for American Express® Card Acceptance ("AXP Terms and Condition") will be sent to MERCHANT along with a Welcome Letter. By accepting the AXP Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the MERCHANT agrees to be bound by the AXP Terms and Conditions.

BY THEIR EXECUTION BELOW, THE UNDERSIGNED PARTIES AGREE TO ABIDE BY THE MERCHANT TRANSACTION PROCESSING AGREEMENT (THE "AGREEMENT"). THE AGREEMENT CONSISTS OF THE MERCHANT APPLICATION AND THE TERMS AND CONDITIONS (A SEPARATE ATTACHMENT HERETO), AND MERCHANT ACKNOWLEDGES RECEIPT OF THE TERMS AND CONDITIONS AT THE TIME OF SIGNING. MERCHANT WARRANTS THAT THE INFORMATION PROVIDED ON THE APPLICATION IS COMPLETE AND ACCURATE. MERCHANT AUTHORIZES FNBO AND CENTRAL PAYMENT TO PROVIDE A COPY OF THIS APPLICATION TO ANY THIRD PARTY FOR THE SERVICES REQUESTED. MERCHANT, AND ITS SIGNING OFFICER/OWNER/PARTNER, AUTHORIZE FNBO AND CENTRAL PAYMENT, OR THEIR AGENTS OR ASSIGNS, TO MAKE, FROM TIME TO TIME, ANY BUSINESS AND PERSONAL CREDIT AND OTHER INQUIRIES. IF APPLICABLE, MERCHANT AGREES BY ITS SIGNATURE BELOW TO THE MERCHANT AGREEMENT. DEPENDING UPON MERCHANT'S AUTHORIZATION AND SETTLEMENT COMPOSITION, THE REFERENCE TO DISCOVER NETWORK IN THIS AGREEMENT MAY NOT APPLY, AND MERCHANT MAY CONTRACT DIRECTLY WITH DISCOVER NETWORK FOR THESE SERVICES.

Applicant/Merchant Legal Name _____ Authorized Signature _____ Date _____ Approved & Accepted By _____ Date _____ <b>First National Bank of Omaha</b> <b>1620 Dodge Street, Omaha, NE 68197</b>	Applicant/Merchant DBA Name _____ Print Name _____ Title _____ Approved & Accepted By _____ Date _____ <b>Central Payment</b> <b>2350 Kerner Boulevard Suite 300, San Rafael, CA 94901</b>
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**CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR(S):**

THIS general, absolute, and unconditional continuing Guaranty ("GUARANTY") by the undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is for the benefit of First National Bank of Omaha and SPC Inc. (collectively referred to as "FNBO"). For value received, and in consideration of the mutual undertakings contained in the Merchant Transaction Processing Agreement and allied agreements ("AGREEMENT") between FNBO and ("MERCHANT") as set forth below, I absolutely and unconditionally guarantee the full performance of all MERCHANT's obligations to FNBO, together with all costs, expenses and attorneys' fees incurred by FNBO in connection with any action, inaction, or defaults of MERCHANT. I waive any right to proceed against other entities or MERCHANT. There are no conditions attached to the enforcement of this GUARANTY. I authorize FNBO, its agents or assign to make from time to time any personal credit or other inquiries and agree to provide, at FNBO's request, financial statements and/or tax returns. I agree that this GUARANTY shall be governed and construed in accordance with the laws of the state of Nebraska, and that the courts of the state of Nebraska shall have and be vested with personal jurisdiction over me. This is a continuing GUARANTY and shall remain in effect until one hundred eighty (180) days after receipt by FNBO of written notice by me terminating or modifying the same. The termination of the AGREEMENT or GUARANTY shall not release me from liability with respect to any obligations incurred before the effective date of termination. No termination of the GUARANTY shall be effected by any change in my legal status or any change in the relationship between MERCHANT and me. This GUARANTY shall bind and inure to the benefit of the personal representatives, heirs, administrators, successor and assigns of GUARANTOR and FNBO.

SIGN HERE → _____, An Individual Signature _____ SIGN HERE → _____, An Individual Signature _____	_____ Print Name _____ Date _____ _____ Print Name _____ Date _____
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<b>COMPLIANCE FORM FOR ALL MERCHANTS</b>	
The merchant application and Terms & Conditions attached hereto includes all terms of the service and/or agreement. If any other agreement was made between MERCHANT and Account Executive, which such agreement shall not amend the Terms and Conditions in any way, it must be included in the "Special Instructions" area of the merchant agreement.	You understand the rates indicated in the Schedule of Fees section above, your Account Executive proposed and understand the differences between the tiered pricing of Qualified, Mid-Qualified and Non-Qualified Fees.
INITIALS: <span style="border: 1px solid black; display: inline-block; width: 40px; height: 15px; vertical-align: middle;"></span>	INITIALS: <span style="border: 1px solid black; display: inline-block; width: 40px; height: 15px; vertical-align: middle;"></span>