

Date: \_\_\_\_\_ AWB # \_\_\_\_\_

New Location     Additional Location    Existing MID: \_\_\_\_\_    Chain #: \_\_\_\_\_    Short Name ANB204    Location \_\_\_\_\_ of \_\_\_\_\_

## Merchant Application

<b>Merchant Information</b>	DBA Name:			DBA Phone #:		
	Contact Name:			DBA Fax #:		
	Cell Phone #			Customer Service Phone #:		
	DBA Address 1 (no PO Box):			Email Address:		
	City:	State:	Zip Code:	Federal Tax ID:		
	Previous Processor:		Year Established:	Length of Current Ownership: _____ years, _____ months		
<b>Corporate Information</b>	Legal/Corporate Name:			Legal/Corporate Phone #:		Ext.
	Legal/Corporate Contact Name:			Legal/Corporate Fax #:		
	Legal/Corporate Address:					
	City:		State:	Zip Code:		
<b>Business Type</b>	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Public Corp <input type="checkbox"/> C Corp/Private/Closely Held Corp <input type="checkbox"/> Sub S Corp <input type="checkbox"/> Limited Liability Company <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"/> Owner/Partner: Percentage of Ownership _____ % or <input type="checkbox"/> Officer: Title _____					
<b>Principal Information 1 (Owner/Partner/Officer)</b>	First Name:			MI:	DOB:	SSN:
	Last Name:			Home Phone #:		
	Home Address:			Cell Phone #:		
	City:	State:	Zip Code:	Email Address:		
	<input type="checkbox"/> Owner/Partner: Percentage of Ownership _____ % or <input type="checkbox"/> Officer: Title _____					
<b>Principal Information 2 (Owner/Partner/Officer)</b>	First Name:			MI:	DOB:	SSN:
	Last Name:			Home Phone #:		
	Home Address:			Cell Phone #:		
	City:	State:	Zip Code:	Email Address:		
	<input type="checkbox"/> Owner/Partner: Percentage of Ownership _____ % or <input type="checkbox"/> Officer: Title _____					
<b>Other Merchant Information</b>	Average Sale Amount: \$		Description of product or services offered:			
	Total Monthly VISA@/MC Sales: \$		MCC:			
	Card Present (swiped) _____ %	<b>For Card Present Transactions</b> , 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)				
	Card Present ( not swiped) _____ %					
	Mail Order _____ %	<b>For Card Not Present Transactions</b> , 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)				
	Telephone Order _____ %					
	Internet _____ %	<b>For Internet Transactions</b> , list the product web site: _____				
	<b>Total</b> = <b>100%</b>					
	Do you use a fulfillment house or telemarketing company? <input type="checkbox"/> Yes <input type="checkbox"/> No					
	If yes, please provide name of company: _____					
Address: _____						
Phone #: _____						
Do you operate seasonally: <input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, please check months closed ( <b>Merchant must notify to close and reopen</b> ):						
<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						
<b>Bank Account</b>	<b>(Checking Accounts only)</b>					
	Deposit Bank Name:		ABA/Routing #:	DDA Account #:		
Billing Bank Name (if different):		ABA/Routing #:	DDA Account #:			

# Merchant Application

<b>Card Accept</b>	<b>Please check each card you wish to accept.</b> <small>Note: acceptance of card types not selected will result in discount downgrades.</small>			<b>Pricing Category</b>	<input type="checkbox"/> Retail	<input type="checkbox"/> Lodging	<input type="checkbox"/> ARU
	<input type="checkbox"/> All VISA®/MasterCards <input type="checkbox"/> VISA® Credit <input type="checkbox"/> MasterCard Credit <input type="checkbox"/> VISA® Debit <input type="checkbox"/> MasterCard Debit				<input type="checkbox"/> Restaurant	<input type="checkbox"/> Supermarket	<input type="checkbox"/> Auto Rental
					<input type="checkbox"/> MO/TO	<input type="checkbox"/> Pay at Pump	<input type="checkbox"/> Internet

<b>Pricing Information</b>	<b>Rates are for all card acceptance types selected above.</b>				<b>Fees</b>	<b>Fee Type</b>	<b>Amt.</b>	<b>Per Authorization</b>			
	<b>VISA®</b>		<b>MASTERCARD</b>			Application Fee	\$ 0.00	VISA®	\$ .25		
	Rate% + Per Item		Rate% + Per Item			Installation/Training	\$ 0.00	MasterCard	\$ .25		
	Qualified	___ % + \$ ___ 0		___ % + \$ ___ 0		Wireless Set-Up Fee	\$ ___	Debit	\$ .25		
	Rewards-Qual	___ % + \$ ___ 0		___ % + \$ ___ 0		Account Maintenance	\$ 20.00	ARU Auth Fee	\$ .65		
	Mid-Qual	___ % + \$ ___ 0		___ % + \$ ___ 0		Statement Fee (per mo.)	\$ 10.00		\$ .10		
	Non-Qual	___ % + \$ ___ 0		___ % + \$ ___ 0		Chargeback Fee (per occur.)	\$ 20.00	Foreign Network	\$ .10		
	Other Tier	<input type="checkbox"/> Debit <input type="checkbox"/> Supermarket <input type="checkbox"/> Quick Pay ___ % + \$ ___    ___ % + \$ ___				Minimum Discount (per mo.)	\$ 0.00	Voice Auth Touch Tone	\$ .65		
	<input type="checkbox"/> INT DIFF	<b>VISA®</b>		<b>MASTERCARD</b>		Return Item Fee (per occur.)	\$ 20.00	Voice - Operator Assisted	\$ .95		
		Rate% + Per Item		Rate% + Per Item		Internet	\$ 0.00	Voice - With AVS	\$ 2.20		
Qualified	___ % + \$ ___		___ % + \$ ___		Membership Fee <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Quarterly	\$ 30.00	Voice - Bank Referral	\$ 4.00			
<input type="checkbox"/> INT PLUS	<b>VISA®</b>		<b>MASTERCARD</b>		Other	\$ ___	Other	\$ ___			
	Rate% + Per Item		Rate% + Per Item		Other	\$ ___	Other	\$ ___			
Qualified	___ % + \$ ___		___ % + \$ ___		Other	\$ ___	Other	\$ ___			

<b>Point of Sale (Equipment or Software)</b>	Purchase				Software/Wireless			
	Qty	POS Description	Equip Code	Price per Unit	Fee per Unit	Frequency		
				\$	\$			
				\$	\$			
				\$	\$			
	Merchant Owns				Software/Wireless		Wireless Coverage	
	Qty	POS Description	Equip Code	Reprogram Fee per Unit	Fee per Unit	Frequency	Zip ___ %	
				\$	\$		Zip ___ %	
				\$	\$		Zip ___ %	
				\$	\$		Zip ___ %	
All applicable state and local taxes will be applied.								

<b>Other Card Types Existing</b>	<b>SE #</b>	<b>Auth Fee</b>	<b>Other Card Types New</b>	<b>American Express:</b>			
	Amex	(10 digits) \$ ___		<input type="checkbox"/> ESA <input type="checkbox"/> AMEX FULL <input type="checkbox"/> AMEX Healthcare <input type="checkbox"/> Partial			
	Discover	60110 (15 digits) \$ ___		Amex Rate: ___ % Or <input type="checkbox"/> Amex Flat Fee Option: \$ ___ Monthly Volume: \$ ___			
	EBT	(5 digits) \$ ___		<b>Discover:</b>			
	Diners Club	(10 digits) \$ ___		Discover Rate: ___ %    \$ ___ Membership Fee: \$ ___			
	JCB	\$ ___		<b>JCB:</b> JCB Rate: ___ %    \$ ___			
				<input type="checkbox"/> WEX	<input type="checkbox"/> Voyager		

<b>Debit Net-works</b>	<input type="checkbox"/> ACCL (Accell)	<input type="checkbox"/> AFFN	<input type="checkbox"/> ALAS (Alaska)	<input type="checkbox"/> INKL (Interlink)	<input type="checkbox"/> ITS (Shazam)	<input type="checkbox"/> CU24
	<input type="checkbox"/> MSTO (Maestro)	<input type="checkbox"/> NETS	<input type="checkbox"/> NYCE	<input type="checkbox"/> PULSE	<input type="checkbox"/> STAR (Explore)	<input type="checkbox"/> _____

<b>DCC</b>	<input type="checkbox"/> DCC    Rebate ___ %    Set Up Fee \$ ___
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<b>Reporting</b>	<input type="checkbox"/> MCP    # Users ___    Monthly Fee \$ ___    Set Up Type (check one) <input type="checkbox"/> MID <input type="checkbox"/> CHN <input type="checkbox"/> ENT    Set Up Fee \$ ___
	<input type="checkbox"/> ACS    Remote ID ___    Set Up Fee \$ ___    Monthly Fee \$ ___

## Merchant Application

**Merchant Representations and Certifications.** By signing below, the applicant merchant (“Merchant”) and its representative(s) represent and warrant to NOVA Information Systems, Inc. (“NOVA”), with offices at 7300 Chapman Highway, Knoxville, TN 37920, and U. S. Bank National Association (“Member”), with offices at U. S. Bancorp Center, 800 Nicollet, Minneapolis, MN 55402, (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. 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 and the Terms of Service (“TOS”). 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.

Merchant agrees to establish and maintain sufficient funds in an account to accommodate all transactions including, but not limited to, Chargebacks, returns, adjustments, fees, fines, penalties and any other payments due under the Agreement. Merchant authorizes us to credit/debit that account as necessary.

Merchant understands that we may take any of the following actions if necessary to protect ourselves from financial loss: establish, or require Merchant to establish, a reserve account; impose a processing limit or cap on the dollar amount of sales transactions that we will process for Merchant, which may be changed from time to time with or without notice to Merchant; and/or suspend the processing of sales drafts for as long as necessary to investigate suspicious, unusual or excessive deposit activity.

Merchant must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. 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.

If Merchant terminates within one year of the date set forth below, Merchant will immediately pay NOVA, 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. NOVA 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.

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.

**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 further acknowledges and agrees that any information provided in connection with this Merchant Application and all other relevant information may be supplied by us to our affiliates. 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.

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Merchant DBA Name

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Signature Printed Name & Title Date

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Signature Printed Name & Title Date

USBLGL040101

Merchant Application

**Personal Guaranty.** 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) 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.

\_\_\_\_\_  
Signature Printed Name SSN# Date

\_\_\_\_\_  
Signature Printed Name SSN# Date

**Corporate Resolution:**

I certify that I hold the office indicated below of Merchant and am the keeper of the records of that company, organized and existing under the laws of the state indicated below and that the following is a correct copy of certain resolutions adopted at a meeting of the board of directors/general partnership/manager or members of a limited liability company, as appropriate, in accordance with the by-laws or other governing document of the company held on the \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_ (year):

1. Resolved, that any one of the following officers of the company:

Name (print)	Signature	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

is authorized to:

- A) execute on behalf of this company an Merchant Application and any agreements or other necessary documents including any amendments;
- B) execute any document requested from time to time be executed in furtherance of the Merchant Application or relationship resulting therefrom;
- C) perform all acts that may be necessary to carry out the intent of the Merchant Application and this Corporate Resolution.

2. Resolved, that the Merchant Application and the resulting relationship is ratified and approved;

3. Resolved, that the entities receiving this Merchant Application are authorized to rely upon this Corporate Resolution until advised in writing by a like certification of any changes and are authorized to rely on such changed certification.

Secretary/Officer/Non-Member Manager (LLC)/Member (LLC)/General Partner/Owner [circle one]:

\_\_\_\_\_  
Signature Printed Name & Title Date State in which Merchant is organized

**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 Representative Signature Printed Name Rep ID # Date

**FOR OFFICE USE ONLY:**

Accepted by NOVA Information Systems, Inc.: \_\_\_\_\_

Accepted by Member: \_\_\_\_\_