



Strategic Merchant Solutions
 PO Box 7717
 Thousand Oaks, CA 91359
 888-614-6300 main
 805-244-9266 fax
 StrategicMerchant.com

Sales Rep Name

Sales Rep Phone#

Sales Rep#

MERCHANT APPLICATION & AGREEMENT

Please Print Legibly; Fill Out Completely, and Provide Accurate Information

- New Location
- Additional Location
- Owner Change

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:		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:			Suite:		
	City:	State:	Zip Code:			
Bus Type	<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 <input type="checkbox"/> Other (Assn/Estate/Trust)					
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:		
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:		
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)			
	Card Present (not swiped)	_____%				
	Mail Order	_____%				
	Telephone Order	_____%				
	Internet	_____%				
	Total	= 100%	For Internet Transactions , list the product web site:			
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 <u>closed</u> (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	Deposit Bank Name:		ABA/Routing #:		DDA Account #:	
	Billing Bank Name (if different):		ABA/Routing #:		DDA Account #:	

Merchant Application – Schedule Of Fees

Card Accept	<p>Please check each card you wish to accept. <i>Note: acceptance of card types not selected will result in discount downgrades.</i></p> <p><input type="checkbox"/> All VISA®/MasterCards/Discover Cards <input type="checkbox"/> VISA® Credit <input type="checkbox"/> MasterCard Credit <input type="checkbox"/> Discover <input type="checkbox"/> VISA® Debit <input type="checkbox"/> MasterCard Debit</p>	Pricing Category	<p><input type="checkbox"/> Retail <input type="checkbox"/> Lodging <input type="checkbox"/> ARU <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</p>
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Pricing Information	Rates are for all card acceptance types selected above.			Fees	Fee Type	Amt. \$	Per Authorization	Amt. \$
	VISA®	MasterCard	Discover		Application Fee		VISA®	
	Rate% + Per Item	Rate% + Per Item	Rate% + Per Item		Installation/Training		MasterCard	
	<i>Qualified</i>	____%+\$____	____%+\$____		Wireless Set-Up Fee		Discover	
	Rewards Qual	____%+\$____	____%+\$____		Account Maintenance		Debit	
	Mid-Qual	____%+\$____	____%+\$____		Statement Fee (per mo.)		ARU Auth Fee	
	Non-Qual	____%+\$____	____%+\$____		Chargeback Fee (per occur.)		Foreign Network	
	Other Tier	<input type="checkbox"/> Debit <input type="checkbox"/> Supermarket <input type="checkbox"/> Quick Pay/Small Ticket			Retrieval Fee (per occur.)		WEX	
	____%+\$____	____%+\$____	____%+\$____		Return Item Fee/NSF		Voice Auth Touch Tone	
	<input type="checkbox"/> INT DIFF	VISA®	MasterCard		Discover	Internet		Voice - Operator Assisted
Rate% + Per Item	Rate% + Per Item	Rate% + Per Item	Rate% + Per Item	Membership Fee <input type="checkbox"/> Annual <input type="checkbox"/> Quarterly		Voice - With AVS		
<i>Qualified</i>	____%+\$____	____%+\$____	____%+\$____	Minimum Discount (per mo.)		Voice - Bank Referral		
<input type="checkbox"/> INT PLUS	VISA®	MasterCard	Discover	Other		Batch Header Fee		
Rate% + Per Item	Rate% + Per Item	Rate% + Per Item	Rate% + Per Item	Other		Other		
<i>Qualified</i>	____%+\$____	____%+\$____	____%+\$____	Other		Other		

1) I/We understand and agree to the following: that my/our discount rate as stated above will be charged on all electronically authorized and swiped bankcard transactions that are in batches closed daily (qualified rate); 2) and that all bankcard transactions that do not meet the requirements stated in number 1 above will be charged higher than my/our discount rate. Visa/MasterCard business transactions will be charged above qualified swiped rate. 3) Mail/telephone order and electronic commerce transactions will be charged higher than my/our discount rate. Visa/MasterCard business transactions will be charged above swiped rate.

POINT OF SALE – EQUIPMENT AND SOFTWARE				
Qty	Purchase Type	Manufacturer/Brand	Equipment Code	Price Per Unit
	<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Rental <input type="checkbox"/> Existing			\$
	<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Rental <input type="checkbox"/> Existing			\$
	<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Rental <input type="checkbox"/> Existing			\$

Other Card Types Existing	SE#	Auth Fee	Other Card Types New	American Express		
	Amex _____ (10 digits)	\$ _____		<input type="checkbox"/> ESA	<input type="checkbox"/> Amex Flat Fee	\$ _____
	EBT _____ (5 digits)	\$ _____		Amex Rate _____ %	Monthly Volume:	\$ _____
	Diners Club _____ (10 digits)	\$ _____		<input type="checkbox"/> Discover:	Discover Membership Fee:	\$ _____
	JCB _____	\$ _____		JCB:	JCB Rate: _____ %	\$ _____
			<input type="checkbox"/> WEX <input type="checkbox"/> Voyager <input type="checkbox"/> More Information			

Debit Net-works	<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"/> Other
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On Site Inspection	Have you physically been on site? <input type="checkbox"/> Yes <input type="checkbox"/> No		Is merchant name as it appears on signage? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Is the physical site inspected the same as the DBA address: <input type="checkbox"/> Yes <input type="checkbox"/> No		Is merchandise consistent with type of business? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Is this a retail location? <input type="checkbox"/> Yes <input type="checkbox"/> No			
	Business located in: <input type="checkbox"/> separate building <input type="checkbox"/> private residence <input type="checkbox"/> shopping center/mail <input type="checkbox"/> office building <input type="checkbox"/> kiosk <input type="checkbox"/> other (describe):			
	I certify that the above information is true, complete and accurate: _____ (Signature of Rep)			
Printed Name: Matt Litberg		Rep #: 1		Date:

Merchant Application - Terms

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 Global Acquiring Solutions (ELAVON with offices at 7300 Chapman Highway, Knoxville, TN 37900, 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"). If Merchant does not receive the TOS, please contact our customer service center. Notwithstanding any such non-receipt of the 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 meaning ascribed to them in the TOS.</p> <p>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. In addition to the fees set forth in the Merchant Application, you will pay NOVA at the then current rates for account maintenance (e.g., dda/dba changes), special processing, retraining, equipment swaps and research including, but not limited to, research required to respond to any third party or government subpoens, levy or garnishment on your account.</p> <p>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 transaction receipts for as long as necessary to investigate suspicious, unusual or excessive activity.</p> <p>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.</p> <p>If Merchant terminates within three years 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.</p> <p>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>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.</p> <p>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.</p> <p>Merchant DBA :</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Signature: X</td> <td style="width: 33%;">Printed Name:</td> <td style="width: 15%;">Title:</td> <td style="width: 19%;">Date:</td> </tr> <tr> <td>Signature: X</td> <td>Printed Name:</td> <td>Title:</td> <td>Date:</td> </tr> </table>	Signature: X	Printed Name:	Title:	Date:	Signature: X	Printed Name:	Title:	Date:					
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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) 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.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Signature: X</td> <td style="width: 33%;">Printed Name:</td> <td style="width: 15%;">SSN#:</td> <td style="width: 19%;">Date:</td> </tr> <tr> <td>Signature: X</td> <td>Printed Name:</td> <td>SSN#:</td> <td>Date:</td> </tr> </table>	Signature: X	Printed Name:	SSN#:	Date:	Signature: X	Printed Name:	SSN#:	Date:					
Signature: X	Printed Name:	SSN#:	Date:											
Signature: X	Printed Name:	SSN#:	Date:											
Corporate Resolution	<p>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):</p> <p>1. Resolved, that any one of the following officers of the company:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Signature: X</td> <td style="width: 33%;">Printed Name:</td> <td style="width: 34%;">Title:</td> </tr> <tr> <td>Signature: X</td> <td>Printed Name:</td> <td>Title:</td> </tr> <tr> <td>Signature: X</td> <td>Printed Name:</td> <td>Title:</td> </tr> </table> <p>is authorized to:</p> <p>A) execute on behalf of this company a Merchant Application and any agreements or other necessary documents including any amendments:</p> <p>b) execute any document requested from time to time to be executed in furtherance of the Merchant Applicant or relationship resulting there from:</p> <p>c) perform all acts that may be necessary to carry out the intent of the Merchant Application and this Corporate Resolution.</p> <p>2. Resolved, that the Merchant Application and the resulting relationship is ratified and approved;</p> <p>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.</p> <p><input type="checkbox"/> Secretary <input type="checkbox"/> Officer <input type="checkbox"/> Non-Member Manager (LLC) <input type="checkbox"/> Member (LLC) <input type="checkbox"/> General Partner <input type="checkbox"/> Owner State in which Merchant is organized</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Signature: X</td> <td style="width: 33%;">Printed Name:</td> <td style="width: 15%;">Title:</td> <td style="width: 19%;">Date:</td> </tr> </table>	Signature: X	Printed Name:	Title:	Signature: X	Printed Name:	Title:	Signature: X	Printed Name:	Title:	Signature: X	Printed Name:	Title:	Date:
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Signature: X	Printed Name:	Title:	Date:											
Submitted By	<p>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.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Sales Rep Signature: X</td> <td style="width: 33%;">Printed Name: Matt Litberg</td> <td style="width: 15%;">Rep ID#: 17936</td> <td style="width: 19%;">Date:</td> </tr> </table>	Sales Rep Signature: X	Printed Name: Matt Litberg	Rep ID#: 17936	Date:									
Sales Rep Signature: X	Printed Name: Matt Litberg	Rep ID#: 17936	Date:											
For Office Use Only	<p>Accepted by ELAVON: _____ Date: _____</p> <p>Accepted by Member: _____ Date: _____</p>													