Merchant Application

Merchant Representations and Certifications

Merchant Representations and Certifications. By signing below, the applicant merchant ("Merchant") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon"), 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"). 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 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. In addition to the fees set forth in the Merchant Application, you will pay Elavon 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 subpoena, levy or garnishment on your account.

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.

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 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.

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.

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.

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.

Annual PCI Fee of up to $175, 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 $20 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.

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.

Merchant DBA Name:

Signature: X	Printed Name:	Title:	Date:
Signature: X	Printed Name:	Title:	Date:

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: X	Printed Name:	SSN#:	Date:
Signature: X	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:

Signature: X	Printed Name:	Title:
Signature: X	Printed Name:	Title:
Signature: X	Printed Name:	Title:

is authorized to:

A) execute on behalf of this company a 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]		State in which Merchant is organized	
Signature: X	Printed Name:	Title:	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:

For Office Use Only

Accepted by Elavon, Inc.:	Date:
Accepted by Member:	Date: