



 **ESQUIRE BANK**  
**MERCHANT APPLICATION**  
**AND AGREEMENT**

INTERNAL USE ONLY

Merchant # \_\_\_\_\_  
 Hierarchy \_\_\_\_\_

MERCHANT NAME (DBA OR TRADE NAME)			CORPORATE / LEGAL NAME		
LOCATION ADDRESS			CORPORATE ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
CONTACT TELEPHONE		CONTACT EMAIL ADDRESS		CONTACT TELEPHONE	FAX NUMBER
CONTACT TELEPHONE		CONTACT EMAIL ADDRESS		FEDERAL TAX ID#	
YEARS IN BUSINESS _____	DOES THIS LOCATION CURRENTLY TAKE VISA/MASTERCARD/DISCOVER@NETWORK? <input type="checkbox"/> NO <input type="checkbox"/> YES  CURRENT PROCESSOR _____ <b>MUST PROVIDE 2 MONTHS PREVIOUS PROCESSOR STMTS</b>		AVERAGE TICKET / MAXIMUM TICKET \$                      \$ MONTHLY VOLUME \$		TYPE OF GOODS OR SERVICES:   MCC/SIC CODE: _____
WEBSITE ADDRESS WWW. _____		PLEASE CHOOSE MAILING ADDRESS: <input type="checkbox"/> DBA ADDRESS <input type="checkbox"/> LEGAL ADDRESS			
# OF LOCATIONS _____					

**PAYMENT CARD INDUSTRY DATA SECURITY STANDARD: MUST PROVIDE COPY OF SELF ASSESSMENT QUESTIONNAIRE. IF APPLICABLE, MUST PROVIDE CERTIFICATE OF COMPLIANCE**

<b>OWNERSHIP: MUST PROVIDE DOCUMENTATION</b> <input type="checkbox"/> INDIVIDUAL / SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> COPORATION <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> LLC <input type="checkbox"/> NON-PROFIT (MUST PROVIDE 501C3 LETTER) <input type="checkbox"/> PUBLICLY TRADED <input type="checkbox"/> PA/PC	<b>LOCATION:</b> BUILDING TYPE: <input type="checkbox"/> SHOPPING CENTER <input type="checkbox"/> OFFICE BUILDING <input type="checkbox"/> INDUSTRIAL BUILDING <input type="checkbox"/> RESIDENCE MERCHANT: <input type="checkbox"/> OWNS <input type="checkbox"/> RENTS AREA ZONED: <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> RESIDENTIAL SQUARE FOOTAGE: <input type="checkbox"/> 0-500 <input type="checkbox"/> 501-2500 <input type="checkbox"/> 2501-5000 <input type="checkbox"/> 5000-10,000 <input type="checkbox"/> 10,000+
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**PRINCIPALS: (Please provide copy of driver's license for each signing principal)**

1.PRINCIPAL NAME: FIRST	MIDDLE	LAST	SSN:	% OWNERSHIP:	TITLE:
HOME ADDRESS:		CITY:	STATE:	ZIP:	HOME PHONE:
DRIVERS LICENSE NUMBER AND EXP DATE:		DATE OF BIRTH:			
2.PRINCIPAL NAME: FIRST		MIDDLE	LAST	SSN:	% OWNERSHIP:
HOME ADDRESS:		CITY:	STATE:	ZIP:	HOME PHONE:
DRIVERS LICENSE NUMBER AND EXP DATE:		DATE OF BIRTH:			

HAVE MERCHANT OR OWNERS / PRINCIPALS EVER FILED:  
 BUSINESS BANKRUPTCY     PERSONAL BANKRUPTCY     NEVER FILED  
 (If yes, please explain): \_\_\_\_\_

HAVE MERCHANT OR OWNERS / PRINCIPALS EVER BEEN TERMINATED FROM ACCEPTING BANKCARDS FOR THIS BUSINESS OR ANY OTHER BUSINESSES?  
 NO                       YES (If yes, please explain): \_\_\_\_\_

BANK REFERENCE	ACCOUNT #:	CONTACT:	TELEPHONE NUMBER:	FAX NUMBER:
TRADE REFERENCE	ACCOUNT #:	CONTACT:	TELEPHONE NUMBER:	FAX NUMBER:
TRADE REFERENCE	ACCOUNT #:	CONTACT:	TELEPHONE NUMBER:	FAX NUMBER:

**SALES METHOD: (MUST EQUAL 100%)**

RETAIL SWIPED \_\_\_\_\_%    KEYED WITH SIGNATURE AND IMPRINT \_\_\_\_\_%

MAIL/PHONE \_\_\_\_\_% (KEYED WITHOUT SIGNATURE AND IMPRINT)

(INBOUND CALLS \_\_\_\_\_% / OUTBOUND CALLS \_\_\_\_\_%)

INTERNET \_\_\_\_\_%                      ACH \_\_\_\_\_%

**BANK ACCOUNT INFORMATION:**  
**ATTACH VOIDED CHECK FOR THE CHECKING ACCOUNT WHERE FUNDS ARE TO BE DEPOSITED:**

ROUTING NUMBER \_\_\_\_\_

ACCOUNT NUMBER \_\_\_\_\_

**ADDITIONAL CARD TYPES:**

➤ **AMERICAN EXPRESS:**

**IF CURRENTLY ACCEPTING AMERICAN EXPRESS, PLEASE PROVIDE YOUR AMERICAN EXPRESS MERCHANT ID:** \_\_\_\_\_

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. 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 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 THE NAME AND ADDRESS OF THE AGENCY FURNISHING THE REPORT. 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.

**SIGNATURE** \_\_\_\_\_

➤ **DISCOVER:**

**IF CURRENTLY ACCEPTING DISCOVER, PLEASE PROVIDE YOUR DISCOVER MERCHANT ID:** \_\_\_\_\_

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. I AUTHORIZE DISCOVER 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 DISCOVER TO INFORM ME DIRECTLY OR THROUGH THE ENTITY ABOVE OF REPORTS ABOUT ME THAT DISCOVER HAS REQUESTED FROM CONSUMER REPORTING AGENCIES. SUCH INFORMATION WILL INCLUDE THE NAME AND ADDRESS OF THE AGENCY FURNISHING THE REPORT. BY ACCEPTING THE DISCOVER 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.

**SIGNATURE** \_\_\_\_\_

**FEE SCHEDULE**

VS/MC/DISC QUALIFIED CREDIT CARD DISCOUNT RATE (FOR TIERED/FLAT)	_____ %	or PASS THRU I/C PLUS _____ BP	AVS TRANSACTION FEE	_____
VS/MC/DISC QUALIFIED CHECK CARD DISCOUNT RATE (FOR TIERED/FLAT)	_____ %	or PASS THRU I/C PLUS _____ BP	EARLY TERMINATION FEE	_____
VS/MC/DISC AUTHORIZATION FEE	_____		EBT TRANSACTION FEE	_____
AMEX AUTHORIZATION FEE	_____		EBT STATEMENT FEE	_____
MONTHLY MANAGEMENT FEE	_____		OTHER (please specify):	_____
ONLINE SERVICE	_____			
MONTHLY MINIMUM	_____		FOR 3 – TIER PRICING:	
ANNUAL FEE	_____		VS/MC/DISC MID QUAL	_____ %
PIN DEBIT TRANSACTION FEE	_____ (Plus Network Fees)		VS/MC/DISC NON QUAL	_____ %
BATCH FEE	_____			
CHARGEBACK FEE	_____		GOVT COMPLIANCE FEE	\$2.95
ACH REJECT FEE	\$25.00		TIN MISMATCH FEE	\$2.95
RETRIEVAL FEE	\$5.00		MONTHLY PCI FEE	_____
VOICE AUTHORIZATION FEE	\$0.95		PCI NON-COMPLIANT FEE	\$19.99/MONTH
OPERATED ASSISTED VOICE AUTH FEE	\$1.50			

\*I/WE UNDERSTAND AND AGREE TO THE FOLLOWING: THAT MY/OUR DISCOUNT RATE AS STATED ABOVE WILL BE CHARGED ON ALL ELECTRONICALLY AUTHORIZED PAYMENT CARD TRANSACTIONS THAT ARE IN BATCHES CLOSED DAILY AND THAT ALL PAYMENT CARD TRANSACTIONS THAT DO NOT MEET THE QUALIFIED TRANSACTION REQUIREMENTS MAY BE CHARGED UP TO 2.19% + \$0.10 HIGHER THAN MY/OUR DISCOUNT RATE.

**Merchant Acceptance and Agreement**

By executing this Merchant Application on behalf of the merchant described above (the "Merchant"), the undersigned individual(s): (i) represent(s) and warrant(s) that all information contained in this Merchant Application is true, correct and complete as of the date of this Merchant Application, and that such individual(s) have the requisite corporate power and authority to complete and submit this Merchant Application and make and provide the acknowledgements, authorizations and agreements set forth below, both on behalf of the Merchant and individually; (ii) acknowledge(s) that the information contained in this Merchant Application is provided for the purpose of obtaining, or maintaining a merchant account with Bank on behalf of the Merchant; (iii) authorize Bank to investigate the credit of the Merchant and each person listed on this Merchant Application; (iv) agree, on behalf of the Merchant and in the event this Merchant Application is accepted and executed by Bank, to the Fee Schedule set forth above and to the Terms and Conditions included with and incorporated into this Merchant Agreement. **Merchant understands that this Agreement shall not take effect until Merchant has been approved by Bank and a merchant number is issued.**

**Merchant:** \_\_\_\_\_  
 Print Legal Name of Merchant Business

**Esquire Bank:** \_\_\_\_\_  
 (Signature)

**Date:** \_\_\_\_\_

(Name and Title)

**Principal 1:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
 (Signature of Principal/Owner)

**SignaPay, LTD.:** \_\_\_\_\_  
 (Signature)

**Principal 2:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
 (Signature of Principal/Owner)

(Name and Title)

**Personal Guarantee**

In consideration of Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank under the Agreement, and payment of all sums due there under, and in the event of default, hereby waives notice of default and agrees to indemnify Bank for all funds due from Merchant pursuant to the terms of the Agreement. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, and further waives any and all rights or defenses 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 there under is due, and / or any change in any interest or discount rate or fee there under. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement, and unconditionally and specifically authorizes Bank or their authorized agents, to debit any overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank in connection with the enforcement of this Guaranty.

**Guarantor #1:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Guarantor #2:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PLEASE DESCRIBE YOUR REFUND/RETURN POLICY:**

**PLEASE LIST ALL THIRD PARTY PAYMENT PROCESSORS MERCHANT DOES BUSINESS WITH, I.E. VARS, GATEWAYS AND ANY OTHER PARTY THAT TOUCHES CARDHOLDER DATA:**

SITE INSPECTION SURVEY: Inventory maintained: on site warehouse off site fulfillment center, provide name & address \_\_\_\_\_

Was the off site location visited? yes no, provide explanation \_\_\_\_\_

Does the amount of inventory on shelves, floor and in warehouse appear consistent with this type of business and credit card volume? Yes No If no, explain: \_\_\_\_\_

Does location have sufficient staff, telephone lines and other equipment to meet anticipated sales volume?

Yes No If no, explain: \_\_\_\_\_

Does the signage inside and outside match the goods or services sold listed on the application? Yes No If no, explain: \_\_\_\_\_

Type of Building Office Bldg. Suite Separate Bldg Shopping Center/Mall Residence-home or Apt. Other - \_\_\_\_\_

Zoning: Comm'l Industrial Residential Sq. Footage of Business: 0-500 501-1000 1001-2000 2001-4000 Other \_\_\_\_\_ (est. sq. ft.)

Merchant: Owns Leases Name & address Landlord/ Mgt. Co: \_\_\_\_\_ ATTACH MINIMUM OF ONE INSIDE PICTURE, ONE OUTSIDE PICTURE

I hereby verify that I have inspected the business premises of the merchant at this address and the information stated above is correct to the best of my knowledge and belief.

Inspected By (Print Name): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CHECKLIST:**

Did the merchant complete the entire application?

Did the merchant provide all requested supporting documentation?

Personal tax return if in business less than 1 year, copy of drivers license of each principal, Articles of Incorporation or business license, three months of merchant statements, voided check , picture of front of business **(Missing information will delay the approval process.)**

**Please explain why any of the supporting documentation is missing:** \_\_\_\_\_

Were the rates/additional fees filled in on the application?

Did the appropriate principals sign and date the application?

Was the resolution filled out correctly and signed?

Was the site inspection survey filled out? Was a picture of the merchant location provided?

**UNDERWRITING**

APPROVED  DECLINED REVIEWED BY: \_\_\_\_\_ DATE SUBMITTED TO BANK: \_\_\_\_\_ MC CODE: \_\_\_\_\_ SALES REP: \_\_\_\_\_

**Initials** \_\_\_\_\_

## **Bank Disclosure**

### **Member Bank Information**

Esquire Bank  
320 Old Country Road  
Garden City, NY 11503

### **Important Bank Responsibilities**

1. Esquire Bank is the **only entity** approved to extend acceptance of VISA products directly to a Merchant.
2. Esquire Bank must be a principal (signor) to the Merchant Agreement.
3. Esquire Bank is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply.
4. Esquire Bank is responsible for and must provide settlement funds to the Merchant.
5. Esquire Bank is responsible for all funds held in reserve that are derived from settlement.

### **Important Merchant Responsibilities**

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 terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the VISA Member – Esquire Bank - is the ultimate authority should the Merchant have any problems.

\_\_\_\_\_

**Merchant's Signature**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Merchant's Printed Name & Title**