



Electronic Merchant Systems  
5005 Rockside Road, #PH100  
Cleveland, Ohio 44131  
800-726-2117

# MERCHANT APPLICATION

1010A

Sponsored By

Chesapeake Bank  
Williamsburg, VA

Merrick Bank  
Woodbury, NY

MCC:

MN:

Office:

Account Mgr:

Account Rep:

## BUSINESS NAME(S)

Corporate or Legal Name		No. Locations	Doing Business As	
Corporate Address			Location Address (if different from corporate)	
City, State, Zip Code			City, State, Zip Code	
Telephone Number ( ) ( )	Fax Number ( ) ( )		Telephone Number ( ) ( )	Alternate Phone ( ) ( )
Federal Tax ID Number: (must be nine digits)	Contact Person	Contact E-Mail		Mail to: <input type="checkbox"/> Corporate <input type="checkbox"/> Location

## MERCHANT PROFILE

## VISA / MASTERCARD HISTORY

Type of Ownership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC			Has the business or any associated owner ever been terminated as a VISA/MasterCard/Discover Merchant? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Type of Goods Sold SIC/MCC			Do you currently accept VISA/Mastercard/Discover? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, please submit 3 most current monthly statements.	
Length of Ownership YRS MOS	Years at Location YRS MOS	Business Established in:	3rd parties/payment application involved with payment process? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, identify	
<b>CREDIT CARD TRANSACTION PROFILE</b>			Is your business PCI compliant? <input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/> Retail	On Premise Sales ____%	Sales swiped through POS terminal _____%	Has your business had any ongoing or prior data compromise investigations? <input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/> Restaurant w/tip	Off Premise Sales ____%		Additional Services Merchant Numbers	
<input type="checkbox"/> Lodging	Mail Order ____%	Sales keyed into POS terminal _____%	American Express _____ <input type="checkbox"/> EDC <input type="checkbox"/> Auth	
<input type="checkbox"/> Trade/Craft Shows	Telephone Order ____%		Diners Club _____ <input type="checkbox"/> EDC <input type="checkbox"/> Auth	
<input type="checkbox"/> Mail/Phone Order	Internet ____%	<b>MUST TOTAL 100%</b>	Website Address:	
<input type="checkbox"/> Internet				
<input type="checkbox"/> Service	<b>MUST TOTAL 100%</b>	<b>MUST TOTAL 100%</b>		

## OWNERS AND OFFICERS

Name (please print) 1)		Title	Residence Address, City, State, Zip, County		
Social Security Number	Equity Ownership %	Time at Residence Yrs Mos	<input type="checkbox"/> Own <input type="checkbox"/> Rent	Date of Birth	Residence Telephone ( ) ( )
Name (please print) 2)		Title	Residence Address, City, State, Zip, County		
Social Security Number	Equity Ownership %	Time at Residence Yrs Mos	<input type="checkbox"/> Own <input type="checkbox"/> Rent	Date of Birth	Residence Telephone ( ) ( )

<b>BANK REFERENCE</b>	Account #:	Telephone Number: ( ) ( )	Contact:
<b>TRADE REFERENCE</b>	Account #:	Telephone Number: ( ) ( )	Contact:
<b>TRADE REFERENCE</b>	Account #:	Telephone Number: ( ) ( )	Contact:
<b>TRADE REFERENCE</b>	Account #:	Telephone Number: ( ) ( )	Contact:

## MERCHANT SITE INSPECTION REPORT (must be completed by sales representative)

Merchant Location:  Shopping Center  Retail Storefront  Residence  Mobile Merchant  Office Building  
 Area is Zoned:  Commercial  Residential  Industrial Square Footage  0-250  250-500  500-2000  2000+

Does the inventory, merchandise and staff appear to be consistent with the type of business?  YES  NO If no, please explain:

The Merchant <input type="checkbox"/> Owns <input type="checkbox"/> Leases	Landlord's Name or Mortgage Holder	Landlord/Mortgage Holder Telephone Number:
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General Comments by Inspector:

I hereby verify that I <input type="checkbox"/> have <input type="checkbox"/> have not physically inspected the business premises of the merchant at this address and the information stated above is correct to the best of my knowledge.	Signature of Rep/Inspector:	Date:
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# MERCHANT AGREEMENT

1010A

## DEBIT/CREDIT AUTHORIZATION

MERCHANT hereby authorizes BANK and EMS in accordance with this MERCHANT Agreement to initiate debit/credit entries to MERCHANTS' checking account as indicated below. This authority is to remain in full force and effect during the term of the Agreement. This authorization extends to such entries in said account concerning lease, rental or purchase agreement applying to POS terminal, accompanying equipment, check guarantee fees and/or gift/loyalty card fees.

STAPLE  
CHECK  
HERE

**DO NOT USE A DEPOSIT TICKET**  
**MAKE SURE CHECK IS VOIDED PROPERLY**  
**CHECK MUST BE MICR ENCODED WITH ABA ROUTING NUMBER AND ACCOUNT NUMBER**  
**MAKE SURE CHECK IS PRE-PRINTED WITH MERCHANT BUSINESS NAME**

## AMERICAN EXPRESS CARD ACCEPTANCE

By signing below, I represent that I have read these Terms and Conditions for American Express Card Acceptance (including the application page, the "Card Acceptance Agreement") and can sign for the entity above, which agrees to be bound by the Card Acceptance Agreement, and that all information that I have provided herein is true, complete, and accurate. I authorize EMS and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agents, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct EMS and American Express and American Express 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. If I have applied, on behalf of the entity above, for American Express's standard Card service program, I further understand that upon American Express's 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 or like Welcome Materials. By accepting the American Express Card for the purchases of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions. \_\_\_\_\_ INITIALS

## SCHEDULE OF FEES

VISA/MasterCard/Discover	Discount _____ % + _____ ¢ Authorization	\$15.00 Monthly Access
<input type="checkbox"/> Pin Debit Network	Discount _____ % + _____ ¢ Transaction	\$22.50 Monthly Access with Debit or Online Statements
<input type="checkbox"/> Quote Rates _____	_____ % + _____ ¢ Transaction	\$30.00 Monthly Access with Debit and Online Statements
<input type="checkbox"/> Quote Rates _____	_____ % + _____ ¢ Transaction	Voice ARU \$0.60 / Batch Headers \$0.30
<input type="checkbox"/> Quote Rates _____	_____ % + _____ ¢ Transaction	Monthly 100K Data and Breach Protection \$15.00
<input type="checkbox"/> E-Commerce _____	Monthly \$ _____ Trans \$ _____	Monthly Minimum Visa/MC/Discover Discount \$25.00
<input type="checkbox"/> Cellular Transactions \$25.00 Per Month + .10¢ Per Transaction		Semi-Annual Technology Upgrade and Update \$75.00
<input type="checkbox"/> Platinum Service Club \$10.00		

Additional charge of 2.35% and \$.10 of sales amount for international, commercial, or non best qualified credit card transactions. Fees of \$25.00 per retrieval request, \$25.00 per chargeback and \$25.00 per returned ACH item. For restaurants, supermarkets, hotel, passenger transport and gas station merchants standard visa credit and signature debit reward cards and MasterCard credit and signature debit world and enhanced cards will be surcharged .95%. Card association's network transaction fees and assessments will be charged to the merchant on every transaction as a direct pass through cost. Pin Debit Network includes base switch, acquirer, interchange and authorization expenses. All signature debit card sales will be surcharged \$.10 per transaction.

AN INVESTIGATIVE CONSUMER REPORT MAY BE MADE IN CONNECTION WITH THE ATTACHED APPLICATION. MERCHANT AUTHORIZES BANK, EMS OR ANY CREDIT REPORTING AGENCY EMPLOYED BY BANK OR EMS TO INVESTIGATE THE REFERENCES GIVEN OR ANY OTHER STATEMENTS OR DATA OBTAINED FROM MERCHANT, OR ANY OF THE UNDERSIGNED PRINCIPALS, FOR THE PURPOSE OF THIS APPLICATION OR ANY APPLICATION FOR ACCOMPANYING POS EQUIPMENT FINANCING. THE ABOVE SCHEDULE OF FEES IS PREDICATED ON THE BUSINESS PROFILE AND THE FOLLOWING INFORMATION:

**AVERAGE MONTHLY SALES VOLUME: \$ \_\_\_\_\_ AVERAGE TICKET SIZE: \$ \_\_\_\_\_ HIGHEST TICKET SIZE: \$ \_\_\_\_\_**

OFFICERS AND OWNERS OF MERCHANT WARRANT THAT THE AVERAGE MONTHLY SALES VOLUME AND AVERAGE TICKET SIZE ARE ACCURATE AND ACKNOWLEDGE THAT ANY VARIANCE MAY RESULT IN THE DELAY OR THE WITHHOLDING OF FUNDS SETTLEMENT OR TERMINATION OF THE MERCHANT AGREEMENT.

**IMPORTANT NOTICE:** All information contained in the attached Merchant Application was completed by owners and/or authorized officers of Merchant. No spaces were left incomplete. N/A or None is to be filled in any space where applicable. MERCHANT accepts all contractual obligations of this Agreement.

**MERCHANT ACKNOWLEDGES HAVING READ AND RECEIVED A COPY OF THIS AGREEMENT, AND THAT IT SHALL NOT BE EFFECTIVE UNTIL APPROVED BY BANK AND EMS. THIS IS AN AUTOMATICALLY RENEWABLE 18 MONTH MERCHANT CONTRACT. CANCELLATION DURING THE TERM WILL RESULT IN A \$595 EARLY TERMINATION FEE. MERCHANT AGREES TO BE PCI COMPLIANT WITHIN 90 DAYS AFTER SIGNING THIS AGREEMENT. FAILURE TO DO SO WILL RESULT IN AN ADDITIONAL \$50.00 MONTHLY FEE UNTIL MERCHANT BECOMES COMPLIANT.**

## AGREED AND ACCEPTED

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. What this means for you. When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Print Merchant Name \_\_\_\_\_

(1) Sign X \_\_\_\_\_

Title Date

(2) Sign X \_\_\_\_\_

Title Date

## CORPORATE RESOLUTION

The officers identified in #1 and #2 have the authority to execute the Merchant Agreement with BANK and EMS on behalf of the corporation.

Sign X \_\_\_\_\_

Title Date

By my signature, I verify that I already own a manual imprinter and will provide imprinted sales drafts whenever necessary.

Sign X \_\_\_\_\_

Title Date

## PERSONAL GUARANTY FROM OWNER/OFFICER

The undersigned (jointly and severally if more than one) in consideration of BANK and EMS entering into this Merchant Agreement ("Agreement") with the above named Merchant, hereby absolutely and unconditionally guarantee the full and prompt payment of any and all amounts owed to BANK and EMS and the performance of all MERCHANT'S obligations under this Agreement as may be subsequently amended from time to time, whether before or after termination or expiration of the Agreement. The undersigned guarantor(s) agree(s) to pay or perform upon demand and waive any notice, presentment, demand, collection from others or any delay in enforcement. This Guaranty includes (i) any amount returned by the BANK and EMS after receipt due to any bankruptcy or similar law and (ii) BANK'S and EMS'S expenses including attorney fees and costs. Any sums owing by the MERCHANT to the undersigned shall be subordinated to sums owed to BANK. This Guaranty is continuing, binding upon heirs and successors and may not be changed except in writing and signed by BANK and EMS. Each of the undersigned hereby authorize BANK and EMS to and obtain from any credit reporting agency financial or credit information pertaining to the undersigned and give BANK and EMS continuing authority to obtain such information in connection with the maintenance, renewal or extension of the Agreement.

(1) Sign X \_\_\_\_\_

NO TITLE PERMITTED Date

(2) Sign X \_\_\_\_\_

NO TITLE PERMITTED Date

## EMS AND BANK USE ONLY

EMS Approval: \_\_\_\_\_  
Signature Title Date

Bank Approval: \_\_\_\_\_  
Signature Title Date

Bank Name: \_\_\_\_\_ Merchant Setup \_\_\_\_\_ (Initials)

Declined by: \_\_\_\_\_  
Signature Title Date

TERMINAL ID NUMBER: \_\_\_\_\_

MERCHANT NUMBER: \_\_\_\_\_

PLEASE PRINT NAME

PLEASE PRINT NAME





