



*Direct Processing*

827 W. Covina Blvd Suite B, Covina, Ca 91722

**► Business Information**

Legal Name:			Name of Account (Doing Business As):		
Legal Address:			Physical Street Address (No P.O. Box):		
City:	State:	Zip:	City:	State:	Zip:
Phone #:	Contact:	DBA Phone #:		Fax #	
Must Choose One Mailing Address: <input type="checkbox"/> DBA Address <input type="checkbox"/> Legal Address		E-Mail Address:		Website Address:	
Federal Tax #	# of Locations	Years in Business	Years Owned Business		

Bank Reference: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

**► Owners or Officers • Individual Ownership Must be Equal to or Greater than 50%**

Name:	Title:	Date of Birth:	Applicant's SS #:	% Equity Ownership:
1.				
Residence Address:		City:	State:	Zip:
# Years:	Driver's Lic. #:	State:	Home Phone:	
Name:	Title:	Date of Birth:	Applicant's SS #:	% Equity Ownership:
2.				
Residence Address:		City:	State:	Zip:
# Years:	Driver's Lic. #:	State:	Home Phone:	

**► Business Profile**

Type of Ownership:  Sole Proprietor  Partnership  PA or PC  
 Corporation  Limited Liability Company  Not For Profit

Type of Goods or Services Sold: \_\_\_\_\_ SIC Code: \_\_\_\_\_

Do you currently accept Visa/Mastercard? : Name of Current Processor:  
 Yes  No  
(If yes, you should submit 3 current months' statements.)

Has Merchant or any associated principal disclosed below filed  Yes Date: \_\_\_\_\_  
 bankruptcy or been subject to involuntary bankruptcy?  No

**► Sales Profile**

Merchant Type: Visa/MasterCard Sales Profile (Be Accurate):

<input type="checkbox"/> Retail	Card Swipe	%
<input type="checkbox"/> Restaurant	Manual Key Entry with Imprint, Card Present	%
<input type="checkbox"/> Lodging	Mail Order/Telephone	%
<input type="checkbox"/> Service	Internet	%
<input type="checkbox"/> Home Based	Internet	%
<input type="checkbox"/> Other	Total =	100%

**► Business Trade Suppliers • List Two**

Name:	Address:	Contact:	Phone #:
Name:	Address:	Contact:	Phone #:

**► Merchant Site Survey Report • To Be Completed by Sales Representative**

Merchant Location:  Retail Location with Store Front  Office Building  Internet  Residence  Other

Area Zoned:  Commercial  Industrial  Residential Square Footage:  0-250  251-500  501-2,000  2,001+

Does the amount of inventory and merchandise on shelves and floor appear consistent with this type of business?  Yes  No  
 If No, explain: \_\_\_\_\_

The Merchant:  Owns  Leases the Business Premises Landlord Name & Phone #: \_\_\_\_\_

Further Comments by Inspector (Must Complete)

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and Inspected by: \_\_\_\_\_ Office #: \_\_\_\_\_ Representative #: \_\_\_\_\_ Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 X \_\_\_\_\_ Agent's Name: \_\_\_\_\_ X

**Discover Network / Visa / Mastercard Standard Retail / High Risk Retail Rates**

Merchant Chooses to accept the following:  
 VS/MC Discount (Other Cards) Discount Rate: \_\_\_\_\_ %  
 VS/MC Discount Rate for Debit Cards: \_\_\_\_\_ %  
 Discover Network Card Discount Rate: \_\_\_\_\_ %  
 AMEX Discount Rate: \_\_\_\_\_ %

**Fees**

VS/MC/ Transaction Fee: \_\_\_\_\_ Per Item  
 Non-Bankcard Transaction Fee: \_\_\_\_\_ Per Item  
 Statement Fee: \_\_\_\_\_ Monthly  
 VIMAS Online Service: \_\_\_\_\_ Monthly  
 Monthly Minimum: \_\_\_\_\_ Monthly  
 Annual Fee: \_\_\_\_\_ Per Year  
 Debit Transaction Fee Plus Network Fees: \_\_\_\_\_ Per Item  
 EBT Transaction Fee: \_\_\_\_\_ Per Item  
 EBT Statement Fee: \_\_\_\_\_ Monthly  
 Batch Fee: \_\_\_\_\_ Per Batch  
 Manual Imprinter: QTY: \_\_\_\_\_ One Time  
 Chargeback Fee: \$25.00 Per Item  
 ACH Reject Fee: \$25.00 Per Item  
 Retrieval Fee: \$5.00 Per Item  
 Voice Authorization Fee: .95 Per Call  
 AVS Surcharge: .05 Per Item  
 Early Termination Fee: \_\_\_\_\_ One Time  
 Others (please specify): \_\_\_\_\_

**Mail / Phone / Internet / Touchtone Rates**

Merchant Chooses to accept the following:  
 VS/MC (Other Cards) Discount Rate: \_\_\_\_\_ %  
 VS/MC Debit Card Discount Rate: \_\_\_\_\_ %  
 Discover Network Card Discount Rate: \_\_\_\_\_ %  
 AMEX Discount Rate: \_\_\_\_\_ %

**Fees**

VS/MC/ Transaction Fee: \_\_\_\_\_ Per Item  
 Non-Bankcard Transaction Fee: \_\_\_\_\_ Per Item  
 Statement Fee: \_\_\_\_\_ Monthly  
 VIMAS Online Service: \_\_\_\_\_ Monthly  
 Monthly Minimum: \_\_\_\_\_ Monthly  
 Annual Fee: \_\_\_\_\_ Per Year  
 MOTO/Internet Surcharge: \_\_\_\_\_ Per Item  
 AVS Surcharge: .05 Per Item  
 Batch Fee: \_\_\_\_\_ Per Batch  
 Manual Imprinter: QTY: \_\_\_\_\_ One Time  
 Chargeback Fee: \$25.00 Per Item  
 ACH Reject Fee: \$25.00 Per Item  
 Retrieval Fee: \$5.00 Per Item  
 Voice Authorization Fee: .95 Per Call  
 Early Termination Fee: \_\_\_\_\_ One Time  
 Others (please specify): \_\_\_\_\_

1) 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 (qualified rate);  
 2) and that all payment card transactions that do not meet the requirements stated in number 1 above may be charged up to 2.19% + .10¢ higher than my/our discount rate. Discover Network/Visa/Mastercard business transactions may be charged up to 2.19% + .10¢ above qualified rate

**Merchant Benefits Club**

Yes, I want to participate in the optional Merchant Benefits Club which includes equipment support and replacement for an additional \$9.50 per terminal per month. Initials: X

**American Express**

By signing below, I represent that the information I have provided on the Application is complete and accurate and I authorize American Express Travel Related Services Company, Inc ("American Express") to verify the information on this Application and to receive and exchange information about me, including, requesting reports from consumer reporting agencies. If I ask American Express whether or not a consumer report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express' approval of the business 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 business entity along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, you agree to be bound by the Terms and Conditions.

Signature: X

Date:

**Debit/Credit Authorization • Staple Voided Check Here**

Merchant authorizes Processor or Bank to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account and to and from any other account for which Processor or Bank are authorized to perform such functions under the Merchant Processing Agreement, for the purposes set forth in the Merchant Processing Agreement. This authorization extends to such entries in said account concerning lease, rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees and amounts due for supplies and materials. This Automated Clearing House authorization cannot be revoked until all Merchant obligations under this Agreement are satisfied, and Merchant gives Cynergy Data written notice of revocation.

**DDA:**

**ABA Routing:**

**INVESTIGATIVE CONSUMER REPORT:** An investigative or consumer report may be made in connection with application. MERCHANT authorizes BANK or any of its agents to investigate the references provided or any other statements or data obtained from MERCHANT, from any of the undersigned individual credit or financial responsibility. You have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested.

**AVERAGE TICKET SIZE:** \_\_\_\_\_

**AVERAGE MONTHLY VOLUME:** \_\_\_\_\_

Each person certifies that the average ticket size and sales volume indicated is accurate and agrees that any transaction or monthly volume that exceeds either of the above amounts could result in delayed and/or withheld settlement of funds. Also, see paragraphs 4c and 13b of the MERCHANT Processing Agreement regarding suspension and termination of MERCHANT.

**IMPORTANT NOTICE:** All information contained in this application was completed, supplied and/or reviewed by the undersigned Merchant. Processor shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of Processor and/or Bank of America, N.A., Charlotte, NC. By signing below you are agreeing to the provisions stated within this merchant application, on the reverse side (the Merchant Agreement) and acknowledge receipt of the merchant operating guide. Those provisions must be read before signing. By signing below, you agree to the terms on the front and back of this MERCHANT Processing Agreement and the merchant operating guide.

**Individual Guaranty • No Titles**

As a primary inducement to Processor and Bank to enter into this Agreement, the undersigned Guarantor(s), by signing this Agreement, jointly and severally, unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Processor and Bank under this Agreement or any other agreement currently in effect or in the future entered into between Merchant or its principals and Processor or Bank, as such agreements now exist or are amended from time to time, with or without notice. Guarantor(s) understands further that Processor or Bank may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity responsible to it or any security held by Processor and Bank or Merchant. This guarantee will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of Processor and Bank. Guarantor(s) understand that the inducement to Processor and Bank to enter into this agreement 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.

**AGREED AND ACCEPTED**

X \_\_\_\_\_ Date  
 #1 From Application - Signature

X \_\_\_\_\_ Date  
 #2 From Application - Signature

**For All Corporations • Corporate Resolution**

The indicated officer(s) identified in numbers 1 and/or 2 below have the authorization to execute the MERCHANT Processing Agreement on behalf of the here within named corporation. **MERCHANT UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY BANK AND A MERCHANT NUMBER IS ISSUED.**

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

X \_\_\_\_\_ Date  
 #1 From Application - Signature

X \_\_\_\_\_ Date  
 #2 From Application - Signature

X \_\_\_\_\_ Date  
 Accepted by Processor

X \_\_\_\_\_ Date  
 Accepted by Bank of America, N.A., Charlotte, NC.

➤➤ 10/18/07