

Sales Office \_\_\_\_\_ Print Sales Rep Name \_\_\_\_\_ Sales ID# \_\_\_\_\_

Merchant Number \_\_\_\_\_ Sales Rep. Signature \_\_\_\_\_ Phone #: \_\_\_\_\_

**I. BUSINESS INFORMATION**

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Client's Business Name ( <i>Doing Business As</i> ):			Client's Corporate/Legal Name ( <i>Use Also For Headquarter's Information</i> ):		
Business Address:			Billing Address ( <i>If Different Than Location Address</i> ):		
City:	State:	Zip:	City:	State:	Zip:
Location Phone #:	Location Fax #:	Contact Name:			
Business E-mail or Website Address:		Contact Phone #:	Contact Fax # / E-mail Address:		
Send Retrieval Requests to: <input type="checkbox"/> Business Location <input type="checkbox"/> Corp/Legal Location			Send Merchant Monthly Statement to: <input type="checkbox"/> Business Location <input type="checkbox"/> Corp/Legal Location		
<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP: State in which Certificate of Assumed Name Filed: _____ State: _____		<input type="checkbox"/> TAX EXEMPT ORGANIZATION (501C) State: _____		<input type="checkbox"/> GOVERNMENT (Federal, State, Local)	
<input type="checkbox"/> CORPORATION – CHAPTER S, C State: _____		<input type="checkbox"/> INTERNATIONAL ORGANIZATION Location Filed: _____		<input type="checkbox"/> LIMITED LIABILITY COMPANY State Filed: _____	
<input type="checkbox"/> MEDICAL OR LEGAL CORPORATION State: _____		<input type="checkbox"/> ASSOCIATION/ESTATE/TRUST State Filed: _____		<input type="checkbox"/> PARTNERSHIP State Filed: _____	
FEDERAL TAX ID #:		Detailed Explanation of Type of Merchandise, Products or Services Sold:			
SIC/MCC:					

**2. OWNERS / PARTNERS / OFFICERS**

OWNER / PARTNER / OFFICER 1			OWNER / PARTNER / OFFICER 2		
Name: ( <i>First, MI, Last</i> )	D.O.B.:		Name: ( <i>First, MI, Last</i> )	D.O.B.:	
Title:	% Ownership:		Title:	% Ownership:	
Home Address: ( <i>No P.O. Box</i> )			Home Address: ( <i>No P.O. Box</i> )		
City:	State:	Zip:	City:	State:	Zip:
Telephone #:	Social Security #:		Telephone #:	Social Security #:	

**3. COMPANY HISTORY**

Date Business Started:	Prior Bankruptcies? <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Business and / or <input type="checkbox"/> Personal
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**4. SETTLEMENT INFORMATION**

Deposit Bank:	Bank Contact:
Transit / ABA #:	Deposit Account #:

**5. THIRD PARTY / EQUIPMENT INFORMATION**

Do you use any third party to store, process or transmit cardholder data?  Yes  No

If yes, give name/address: \_\_\_\_\_

Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: \_\_\_\_\_

INTERNET GATEWAY:  YourPay.com  Other: \_\_\_\_\_ Wireless Network: \_\_\_\_\_

Equipment: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Price: \$ \_\_\_\_\_

**6. VISA/MASTERCARD AND DISCOVER® NETWORK RATES AND SERVICE FEE SCHEDULE**

**Accept all MasterCard, Visa and Discover® Network Transactions**  
(presumed, unless any selections below are checked)

- |   |   |   |
|---|---|---|
| <b>MasterCard Acceptance</b>  | <b>Visa Acceptance</b>  | <b>Discover Network Acceptance</b>  |
| <input type="checkbox"/> Accept MC Credit transactions <i>only</i>        | <input type="checkbox"/> Accept Visa Credit transactions <i>only</i>        | <input type="checkbox"/> Accept Discover Network Credit transactions <i>only</i>        |
| <input type="checkbox"/> Accept MC Non-PIN Debit transactions <i>only</i> | <input type="checkbox"/> Accept Visa Non-PIN Debit transactions <i>only</i> | <input type="checkbox"/> Accept Discover Network Non-PIN Debit transactions <i>only</i> |
- See Section 1.9 of the Program Guide for details regarding limited acceptance.
- Discount Collected**  Daily  Monthly

**6. VISA/MASTERCARD AND DISCOVER® NETWORK RATES AND SERVICE FEE SCHEDULE (cont'd) Page 2 of 2**

DISCOUNT RATES:	Visa/MC/Discover Network:	Discount Rate	Per Item
	Check/Debit Cards	_____ %	\$ _____
	Credit Cards	_____ %	\$ _____

In the case of a transaction not meeting Visa/MC/Discover Network "Qualified" requirements, there will be a Mid-Qual surcharge on the credit card rate of \_\_\_\_\_ % and \$ \_\_\_\_\_ or a Non-Qual surcharge of \_\_\_\_\_ % and \$ \_\_\_\_\_

TRANSACTIONS:	Per Trans/ Communication	American Express Per Trans/Communication	PIN Debit (plus the applicable network fees)
	\$ _____	\$ _____	\$ _____

**AMERICAN EXPRESS:** New Service Requested?  Yes  No  
Existing American Express # \_\_\_\_\_

Statement			
Cust. Service	\$ _____	AVS	\$ _____
		(per transaction)	
Application Fee	\$ _____	Per Batch	\$ _____
Voice Auth. Fee	\$ _____	Debit Network	
Annual Fee	\$ _____	Access	\$ _____
Min. Monthly		Wireless Fee	\$ _____
Discount Fee	\$ _____	Early	
MC NABU Fee	\$ _____	Termination Fee	\$ _____
Visa APF Fee	\$ _____	Other:	\$ _____
Retrieval Fee	\$ _____		
Chargeback Fee	\$ _____		

**7. TRANSACTION INFORMATION**

**FINANCIAL DATA**

Gross YEARLY Sales Volume (Cash + Credit + Debit + Check)	\$ _____
Average MONTHLY MC/Visa/Discover Network Volume	\$ _____
Average MC/Visa/Discover Network Ticket (Estimate If Never Processed in Past)	\$ _____
Highest Ticket Amount	\$ _____
Seasonal? <input type="checkbox"/> No <input type="checkbox"/> Yes High Volume Months Open: _____	

**WHERE IS SALE TRANSACTED? (Must = 100%)**

Store Front / Swiped	_____ %
Internet	_____ %
Mail Order / Telephone Order	_____ %
Face to Face Keyed	_____ %
Total	<b>100 %</b>

**8. SIGNATURE(S)**

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide [version CapBank1206(ia)] and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-8), and by this reference incorporated herein. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 7, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. Client authorizes Capital Bankcard and Wells Fargo Bank, N.A. ("Bank") and their agents to investigate the references, statements and other data contained herein and to obtain additional information from credit bureaus and other lawful sources, including persons and companies names in this Merchant Processing Application. Client authorizes Capital Bankcard and BANK and their agents (a) to procure information from any consumer reporting agency bearing his/her personal credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, and (b) to contact all previous employers, personal references and educational institutions. It is our policy to obtain certain information in order to verify your identity while processing your account application. If Capital Bankcard does not approve Client for a Merchant Processing Agreement in connection with this Merchant Processing Application, Client hereby consents to the forwarding of all information contained in this Merchant Processing Application, as well as all other information disclosed by Client in connection with this Merchant Processing Application to FDMS, for the purpose of considering Client for a merchant processing account subject to the same terms, conditions and pricing contained in the 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 ("Agreement"), and that all information provided herein is true, complete and accurate. I authorize Capital Bankcard and American Express Travel Related Services Company, Inc. ("AXP") and AXP'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 agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Capital Bankcard and AXP and 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 the Agreement and materials welcoming it, either to AXP's program for Capital Bankcard to perform services for AXP or in 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 Capital Bankcard servicing program, the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the 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 Agreement.**

**Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by Capital Bankcard and Bank.**

**Client's Business Principal/Officer:**

Signature <b>X</b> _____	Title _____	Signature <b>X</b> _____
Print Name of Signer _____	Date _____	Print Name of Signer _____
Signature <b>X</b> _____	Title _____	Title _____ Date _____
Print Name of Signer _____	Date _____	

**Personal Guarantee:** The undersigned guarantees to Capital Bankcard and Bank the performance of this Agreement and any addendum thereto by Client, and in the event of default, hereby waives Notice of Default and agrees to indemnify the other parties, including payment of all sums due and owing and costs associated with enforcement of the terms thereof. Capital Bankcard and Bank shall not be required to first proceed against Client or enforce any other remedy before proceeding against the undersigned individual. This is a continuing guarantee and shall not be discharged or affected by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and be enforced by or for the benefit of any successor of Capital Bankcard and Bank. The term of this guarantee shall be for the duration of the Merchant Processing Application and Agreement and any addendum thereto and shall guarantee all obligations which may arise or occur in connection with my activities during the term thereof through enforcement shall be sought subsequent to any termination.

Signature <b>X</b> _____	Print Name: _____	Date _____
Signature <b>X</b> _____	Print Name: _____	Date _____

**Accepted By Capital Bankcard**  
(For Internal Use Only)

**Wells Fargo Bank, N.A., 1200 Montego Way, Walnut Creek, CA 94598**  
(For Internal Use Only)

Signature <b>X</b> _____	Signature <b>X</b> _____
Title _____ Date _____	Title _____ Date _____

Please read the Merchant Processing Program Guide in its entirety. It describes the terms under which we will provide merchant processing services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your discount rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa and Discover Network. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Card Processing Program Guide).
2. **We may debit your bank account** from time to time for amounts owed to us under the Agreement.
3. **There are many reasons** why a Chargeback may occur. When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargebacks, see Section 10.
4. **If you dispute any charge or funding**, you must notify us within 45 days of the date of the statement where the charge or funding appears or should have appeared.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 20.
6. **We have assumed certain risks** by agreeing to provide you with Card processing. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest).
7. **By executing this Agreement with us** you are authorizing us to obtain financial and credit information regarding your business and the signer and guarantors of the Agreement until all your obligations to us are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement early, you may be responsible for the payment of early termination fees as set forth in Section 36, Additional Fee Information.
9. **If you lease equipment from Processor**, it is important that you review Section 34 in Third Party Agreements. **This lease is a non-cancelable lease for the full term indicated.**

#### 10. Association Disclosure

##### Visa and MasterCard Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is 1200 Montego Way, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

##### Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a Merchant.
- b) The Bank must be a principal (signer) to the Merchant Agreement.
- c) The Bank is responsible for educating Merchants on pertinent Visa and MasterCard rules with which Merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the Merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.

##### Important Merchant Responsibilities:

- a) Ensure compliance with cardholder data security and storage requirements.
- b) Maintain fraud and chargebacks below Association thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Association rules.

Print Client's Business Legal Name: \_\_\_\_\_

By its signature below, Client acknowledges that it received (either in person, by facsimile, or by electronic transmission) the complete Program Guide [Version CapBank1206(ia)] consisting of 30 pages (including this confirmation).

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

Client understands that a copy of the Program Guide is also available for downloading from the Internet at:

[www.capitalbankcard.net/mpa](http://www.capitalbankcard.net/mpa)

**NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED AND, IF MADE, ANY SUCH ALTERATIONS OR STRIKE-OUTS SHALL NOT APPLY.**

##### Client's Business Principal:

**Signature** (Please sign below):

X \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Date

\_\_\_\_\_  
Please Print Name of Signer