

# National Processing Company - Merchant Services Agreement

## 1. Application Type

Merchant #: 496 Store #: \_\_\_\_\_

New Merchant     Additional Location

## 2. Merchant Business Information

Business / DBA Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Corporate/Legal Name \_\_\_\_\_

(Physical Location Needed; No P. O. Boxes)

Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Telephone # ( \_\_\_\_\_ ) \_\_\_\_\_

Alternate Phone # ( \_\_\_\_\_ ) \_\_\_\_\_

FAX # ( \_\_\_\_\_ ) \_\_\_\_\_

E-mail Address \_\_\_\_\_

Web Page Address \_\_\_\_\_

Federal Tax ID \_\_\_\_\_

## 3. Owner/Officer Information Information on the individual(s) signing the Application:

Name(1st, MI, Last) \_\_\_\_\_ Owner

Title \_\_\_\_\_ Officer

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Soc. Security # \_\_\_\_\_



**Trade Reference**

Trade Reference \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Telephone \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Zip \_\_\_\_\_  
Account Number \_\_\_\_\_

**4. Business Certification**

**Certification of Merchant's Card Processing Activity**

Present |\_\_|\_\_|\_\_| % MO / TO |\_\_|\_\_|\_\_| % Other / No Card |\_1\_|\_0\_|\_0\_| % TOTAL  
Swiped |\_\_|\_\_|\_\_| % Hand Entered |\_1\_|\_0\_|\_0\_| % TOTAL |\_\_|\_\_|\_\_| % Card

Has merchant previously processed MC/VS? \_\_ Y \_\_ N

If Yes, why processor change? \_\_\_\_\_

Is merchant's business seasonal? \_\_ Y \_\_ N

If Yes, list inactive months: \_\_\_\_\_

Current/Previous Merchant # |\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|\_\_|

Current/Previous Bankcard Processor Name \_\_\_\_\_

Last 3 months consecutive statements are attached \_\_\_\_ YES \_\_\_\_ NO

Average Ticket, Primary Location \$\_\_\_\_\_

Total Annual Volume, All Locations \$\_\_\_\_\_

MO/TO % \_\_\_\_\_ Internet % \_\_\_\_\_



## 6. Periodic Service Fees and Service Options

Monthly Minimum Statement Fee (per statement)

Excessive Chargeback Fee: \$ \_\_\_\_\_ Monthly Debit Access Fee: \$ \_\_\_\_\_

Check Service Set Up: \$ \_\_\_\_\_

Application Fee: \$ \_\_\_\_\_ Annual Fee: \$ \_\_\_\_\_

Internet Monthly Fee: \$ \_\_\_\_\_ Internet Setup Fee: \$ \_\_\_\_\_

Annual License Fee: \$ \_\_\_\_\_

Reprogram Fee (per terminal): \$ \_\_\_\_\_ Other \_\_\_\_\_

Discount Assessed: \_\_\_\_\_ Daily \_\_\_ Monthly\_\_\_

Additional surcharge for monthly discount \_\_\_\_\_ %

## Reporting, Chargebacks, Retrieval, and Billing

All information will be mailed to the address in the Merchant Business Info section unless otherwise noted.

Reporting: \_\_\_\_\_ Weekly or \_\_\_\_\_ Monthly

Billing: \_\_\_\_\_ Daily or \_\_\_\_\_ Monthly

Retrievals - select one -

\_\_\_\_\_ Mailed or \_\_\_\_\_ Faxed ATTN: \_\_\_\_\_

\_\_\_\_\_ Corporate or \_\_\_\_\_ Each Location FAX #: ( \_\_\_\_\_ ) \_\_\_\_\_

Chargebacks - select one -

\_\_\_\_\_ Mailed or \_\_\_\_\_ Faxed ATTN: \_\_\_\_\_

\_\_\_\_\_ Corporate or \_\_\_\_\_ Each Location FAX #: ( \_\_\_\_\_ ) \_\_\_\_\_

Indicate if information should be sent to the address in Section 3: \_\_\_\_\_ Y \_\_\_\_\_ N

## 7. Equipment and Processing Specifications

### Shipping Information

PROVIDE SITE ADDRESS FOR EQUIPMENT DELIVERY IF DIFFERENT FROM MERCHANT BUSINESS INFORMATION  
IN SECTION TWO NO P. O. BOXES - MUST BE PHYSICAL ADDRESS

Company \_\_\_\_\_  
 ATTN \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_  
 ZIP \_\_\_\_\_

Terms P = Purchase L = Rent/Lease*	Term	Equip Desc	Qty.	Price per Unit		Subtotal
				Purchase	Lease	
	_____	_____	_____	\$ _____	\$ _____	\$ _____
	_____	_____	_____	\$ _____	\$ _____	\$ _____
	_____	_____	_____	\$ _____	\$ _____	\$ _____
	_____	_____	_____	\$ _____	\$ _____	\$ _____
						Ach Pay By
						Debit Check
						\$ _____ TOTAL
						Merchant Initials
						_____

\*RENTAL/LEASED EQUIPMENT :

For Rental and Leased Equipment, a separate Agreement must be signed with Resource Leasing Corporation. A check made payable to "Resource Leasing Corporation" must be included with the Agreement.

TERMINAL PRINTER OWNED EQUIPMENT: MODEL # \_\_\_\_\_ (attach listing)

Serial # \_\_\_\_\_

Chip Version \_\_\_\_\_

**Integrator**

Integrator Name \_\_\_\_\_

Telephone # \_\_\_\_\_

Contact Name \_\_\_\_\_

FAX # \_\_\_\_\_

Equipment Type \_\_\_\_\_

Version \_\_\_\_\_

## Debit Card Service

Will Merchant offer cash back?  YES  NO Amount \$\_\_\_\_\_

If accepting Internet transactions, please identify Gateway:

NPC  Other Gateway: \_\_\_\_\_

## 8. Special Instructions

To the extent the Automated Clearing House (ACH) settlement process is used by us to effect debits or credits to your Settlement Account for the services elected by you on the Application, you hereby agree to be bound by the terms of the operating rules of the National Automated Clearing House Association, as in effect from time to time. You hereby authorize us to initiate credit and debit entries and adjustments to your account through the ACH settlement process and/or through direct instruction to (or such other arrangements as we deem appropriate with) the financial institution where your Settlement Account is maintained for amounts due to or from you under this Agreement and under any agreements with us or our affiliates for any related equipment and related services, as well as for any credit entries in error. You hereby authorize the financial institution named in this Application (or such other financial institution where your Settlement Account is maintained) to effect all such debits and credits to your account. This authority will remain in full force and effect until we have given written notice to the financial institution named in the Application (or such other financial institution where your Settlement Account is maintained) that all monies due from you under this Agreement and under any agreements with us or our affiliates for any related equipment or related services have been paid in full. You agree to pay us a twenty-five dollar (\$25.00) handling fee, or our then current rate, for administrative services such as changing your Settlement Account information or processing returned ACH items. You are solely liable for all fees and all overdrafts, regardless of cause. Non-payment of fees, charges and payments due shall subject you to termination of the Agreement and/or security and credit reporting. Entire Agreement, Etc. The Card Processing Agreement; plus the Debit Agreement, if this Application indicates that you are obtaining on-line debit card transaction services; plus the Equipment Agreement, if this Application indicates that you are obtaining, directly or indirectly, any terminals or printers from NPC (the "Agreements"), the Manuals/Instructions and the application constitute the entire agreement between the parties with respect to the subject matter, supersede any prior agreements and understandings and except as provided in Section 18 of the Card Processing Agreement and Section 17(d) of the Debit Card Agreement, if applicable, can be changed only by a written agreement. The term of the Agreements is thirty-six (36) months. You acknowledge and agree that: (a) no manual changes have been made to the printed terms of the Agreements, (b) if it becomes necessary for us to establish the terms of any Agreement, we may do so by producing a copy of this Application and a copy of our applicable standard form of such Agreement and (c) such copy of this Application with a copy of the standard form will constitute an original of the applicable agreement. YOU REPRESENT THAT ANY EQUIPMENT USED BY YOU IN CONNECTION WITH THIS AGREEMENT WAS CHOSEN BY YOU BASED ON YOUR OWN ANALYSIS AND EVALUATION AND YOU EXPRESSLY DISCLAIM ANY RELIANCE UPON STATEMENTS OR REPRESENTATIONS BY US OR OTHERS. WE ARE NOT LIABLE FOR ANY REPRESENTATIONS OF ANY SALES REPRESENTATIVE REGARDING THE FUNCTIONALITY OPERABILITY, COMPATIBILITY, ETC. OF THE EQUIPMENT. NO REPRESENTATION OR PROMISE HAS BEEN MADE TO YOU RESPECTING ANY TERM OR CONDITION OF ANY SERVICE OR GOOD, EXCEPT AS IS EXPRESSED IN WRITING HEREIN. **Any individual who separately signs this Application as a Guarantor acknowledges that he or she is a principal owner of your business and will benefit from the services and financial accommodation we provide to your business. In order to induce us to enter into the attached Agreement any individual signing as a Guarantor hereby personally guarantees your obligations (including all payment and indemnity obligations) contained in the attached Agreements and any other agreement with us or any of our affiliates for any related equipment or related services (including any check guarantee or check verification service). If there is more than one Guarantor, each such Guarantor will be jointly and severally liable. We may proceed against any Guarantor with or without joining you or a Cardholder and without first or contemporaneously proceeding against or seeking to collect from any other such persons. Merchant and each of Merchant's authorized signers below hereby certify that all statements and information provided herein are true to the best of each such party's knowledge. By signing below, I represent that the information I have provided on the Application is complete and accu-**

rate. If on behalf of the undersigned Merchant, I elect to accept, and am approved to accept, American Express card transactions, I understand that the Terms and Conditions for American Express Card Acceptance (“Terms and Conditions”) will be sent to the business entity indicated above along with the welcome letter upon approval of such business entity to accept the American Express Card by American Express Travel Related Services Company, Inc. By accepting the American Express card for the purchase of goods and/or services, I agree to be bound by the Terms and Conditions. The undersigned further unconditionally authorizes NPC or its duly appointed 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 named in this Application. The undersigned further authorizes NPC to provide all such information, whether independently obtained by NPC or provided by Merchant, to any vendor of NPC connected to the provision of services to Merchant, upon appropriate request from such Vendor. The undersigned acknowledges and agrees that his/her signature or a facsimile copy of his/her signature may be used in lieu of an original signature, and an Application with a facsimile copy of his/her signature may be considered the original executed application by the Courts. The undersigned further agrees to forward to NPC the original signed Application. IN WITNESS WHEREOF, the parties have caused the applicable Agreements to be executed by their duly authorized officers and each undersigned Guarantor confirms his/her agreement set forth above.

**“Merchant”**

By: \_\_\_\_\_

Signature Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**National Processing Company, LLC. (“NPC”)**

By: \_\_\_\_\_

Signature Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Guarantor**

By: \_\_\_\_\_

Signature Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_