Merchant Application

Please review the Merchant Agremeent. The terms and conditions of the Merchant Agreement govern your rights and obligations to us. The Agreement will not be legally binding usnless nd until your Merchant Appliction is approved by our underwriting department.

Agent Office Name:	Agent Office #	Sales Reps Name:

Merchant Information

Legal Name of Business			DBA Name		
Mailing Address			Location Address		
City	State	Zip	City	State	Zip
Business Phone			Age of Business Years Months		
Federal Tax ID Number	Email		Contact Name		
Web Site Address			Business Type		

Principal Owner/Guarentor

You must be an officer of the business and/or authorized to act on behalf of the company. You understand that you will be personally guaranteeing the performance of the business, including payment of any amounts owed by the business. We will request and obtain from consumer reporting agencies, individual and/or business credit reports.

First Name	Last Name		Middle Name		D.O.B.
Residence Address	City	State	Zip	Ownership %	
Residence Telephone #	SSN	Drivers License #		State	Exp Date

Business Info

Products/Services Sold:		% Swiped	Type of Business:		% Mail/Phone Order
		%Keyed (imprint)		% Retail	% Internet
		% Keyed (no imprint)		% Restaurant	% Other

Member Bank Relationship Info

Member Bank Information	Member Bank Information	Member Bank Information
Wesamerica Bank (West America Bank) 3750 Westwin Blvd. Santa Rosa, CA 95403 Tel: 800-939-9942	JP Morgan Chase, N.A. 1111 Polaris Parkway, Suite 1A Oh 1-0242 Columbus, OH 43240-2050 Tel: 614-231-3263	Pueblo Bank &Trust 301 West 5th Street Pueblo, CO 81003 Tel: 888-728-3550

Important Member Bank Responsibilities:	Your Responsibilities as Merchant:
1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to the merchant. 2. A Visa Member must be a principal (signer) to the Merchant Agreement. 3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchant must comply. 4. The Visa Member is responsible for and must provide settlement funds to the Merchant. 5. The Visa Memember is responsible for all funds held in reserve that are derived from the settlement.	1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below applicable thresholds. You will be repsonsible for all chargebacks or adjustments associated with the transactions you submit for processing. 3.Review and understand the terms of the Mercahnt Agreement. 4. Comply with the Visa and other Card Network Rules . The responsibilites listed above do not supercede terms of the Merchant Agreement and are provided to ensure that you understand the important obligations you have.

Merchant Signature (required):

By signing here, I represent that the information I have provided on page 1 of 3 of the merchant application is true, complete and accurate. I understand that certain terms of the Agreement are dependent on information I have provided in this application and certain assumptions made regarding my business and needs. I agree to all Rates and Fees listed on Page 1 of 3:

Initial Here   X   Date

Payment Card	Average Ticket *3	Monthly Visa/MasterCard/Discover ® Network/American Express Volume *3	Visa/MasterCard/Discover ® Network Discount Rate *4,8
	Transaction Fee *5	Customer Service Fee *6	Monthly Minimum *7

Misc	
*8 Mid-Qualified Rate:	+ Transaction Fee
*8 Non-Qualified Rate:	+ Transaction Fee + $0.07

Other Cards	**Pervious American Express Relationship**		**Opt out of American Express OnePoint**sm	
	AXP Account Number			
		Retail = AXP Discount Rate + $0.10 (+ .30% for card not present trans) + Transaction fee *5		
		Restaurant = AMEX Discount Rate + $0.05 *5		
		Services, Wholesale and All Others = AXP Discount Rate + $0.15 + Transaction Fee *5		
		Fast Food Restaurant, Lodging, Mail Order & Internet, Supermarket, Travel & Transportation, Tuition = AXP Discount Rate + Transaction Fee *5		

Debit	Debit Transaction Fee $0.29 + Network Fee *9	
	Accept Pin YES	Debit Networks: Star, Maestro, Interlink, NYCE, SHAZAM, PULSE, Accel, CU24, AFFN, Alaska, Option

Check	*11 Electronic Check Conversion with Guarantee					
	Rate	Transaction Fee	Avg Mon Check Vol	Max Check Amount	Mon. Min.	Signature

EBT	*12 EBT			
	Transaction Fee $ 0.12	Monthly Fee $ 10.00	FN Number	Signature

Gift Card	*12 Gift and Loyalty			
	Accept Gift and Loyalty Cards	Transaction Fee	Signature	
		Monthly Fee		

Equipment Information

Terminal Type		Printer Type		Pin Pad Type	
Model		Model		Model	
Check Reader/Imager Type			Software Type	
Model			Software Version	

IPS is not in the business of leasing equipment. All leases are between the merchant and an independent leasing company

NUMBER LEGEND

Merchant warrants that all information contained in the Merchant Application or any other documents delivered to Intuit Payment Solutions (IPS) and/or its Bank in connection therewith is true and complete and properly reflects Merchant's business.

Note: Numbered sections are denoted by an asterisk and the corresponding number that are both bolded and underlined (Example: *1)

*1. Deviation from Merchant's approved business type is considered grounds for termination and/or delay in processing of funds.

*2. Merchant's representation of processing method will determine the nature of the approved account and must reflect how Merchant's business accepts cards from customers. Deviation from approved percentages is considered grounds for termination and/or delay in processing of funds.

*3. The stated estimates become Merchant's approved limit. Among other criteria located within the terms of the Merchant Agreement, actual processing activity in excess of this estimate may cause Intuit Payment Solutions to review Merchant's account, which may result in delay in transmission of funds and possible interruption or termination of service.

*4. The Discount Rate is the Qualified percentage that will be charged for each non-pin based transaction, including returns.

*5. A fee charged per transaction. Batch closures are also considered a transaction and will be charged accordingly.

*6. Billed monthly, this fee is in addition to Merchant's Monthly Minimum and other fees.

*7. The Visa/MasterCard/Discover ® Network Monthly Minimum processing fee is calculated as follows: Monthly Minimum less the combined total of discount fee and total transaction fees = net Monthly Minimum.

*8. Detailed explanation for fee calculation is located in the Merchant Agreement.

*9. Individual network processing fees available upon request, or at http://payments.intuit.com/legal.jsp.

*10. This offering is subject to the terms of Articles I, IV and V of the Merchant Agreement. If Merchant elects to receive Collection Services, Articles VII and VIII of the Merchant Agreement also apply.

*11. This offering is subject to the terms of Articles I, IV, V and VI of the Merchant Agreement.

*12. This service is provided in addition to Visa/MasterCard/Discover Network processing offered by Intuit Payment Solutions. Details regarding the terms and conditions of this service are provided in the Merchant Agreement. By physically signing or electronically approving this Merchant Application, I acknowledge that I have been able to access, review and print the Merchant Agreement located at http://payments.intuit.com/legal.jsp, a copy of which is also available from IPS upon request. I have read and understand the Merchant Agreement. I understand that this Merchant Application is incorporated into the Merchant Agreement and that both documents, together with any documents incorporated into them by reference, constitute Merchant's contract with IPS and Bank.

I understand that IPS may update the terms of the Merchant Agreement from time to time, with or without advanced notice, including making updates to the fees and changes payable by Merchant. I understand that IPS may advise Merchant of such changes in messages included in monthly statements or other communications.

By initialing here, I represent that the information I have provided on page 2 of 3 of the Merchant Application is complete and accurate and that I agree to all Rates and Fees listed on Page 2 of 3

Initial Here   X   Date

All business entities must have their obligations guaranteed by a principal or other creditworthy individual. As a primary inducement to Bank and IPS to enter into the Merchant Agreement, the undersigned Guarantor(s) jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its current and future duties and obligations to IPS and Bank under the Merchant Agreement. The guarantee applies to the Merchant Agreement as it now exists or as it may be amended from time to time, whether or not Guarantor has received notice of any amendment to the Agreement, and applies to all services provided to Merchant, including those added after commencement of the processing relationship. If Merchant breaches the Merchant Agreement, IPS and Bank may proceed directly against Guarantor without first exhausting its remedies against any other person or entity, or any security held by Bank. This guarantee will not be discharged or affected by the death of the undersigned and may be enforced by or for the benefit of any successor of IPS or Bank. Guarantor understands that this guaranty is a condition of IPS providing services to Merchant and remains in full force and effect even if Guarantor receives no additional benefit from the guaranty. Guarantor also agrees to be bound by the provisions of the Merchant Agreement applicable to Guarantor. Guarantor authorizes IPS and Bank to use of credit reports, and other services offered by reporting agencies and third parties to verify information provided in the Merchant Application about Guarantor and to assess Guarantor's financial condition and credit status. Guarantor further authorizes credit reporting agencies and other sources to release any information they may have pertaining to Guarantor to IPS and Bank, and consents to receive notices and communications regarding such credit status via the service's website or email.

Initial Here   X   Date

The terms and conditions contained in the Agreement govern your rights and obligations with us. I agree to periodically view the Merchant Agreement at http://payments.intuit.com/legal.jsp, or to request a copy from IPS to understand my obligations and to ensure that I am abiding by the most current version of the Merchant Agreement. We will not accept any alterations or strike-outs to the Merchant Agreement, and if made, any such alterations or strikeouts will not apply.

I agree to pay any and all fees and charges set forth in this Merchant Application, any additional Schedule of Fees, the Merchant Agreement, or subsequent pricing communications you receive from us.

I understand that IPS may debit my bank account from time to time for amounts owned to IPS under the Agreement.

I understand that IPS will request and obtain from consumer reporting agencies, individual and business credit reports (collectively, "Credit Reports"), in connection with the approval of this Application and Merchant Agreement and any maintenance, updating, renewal or extension of the Merchant Agreement (if this Application is approved), and (b) exchange Credit Reports and any other information about each of the undersigned personally with any service providers, to the extent necessary to provide services to you. The undersigned furthermore agrees that your bank and consumer reporting agencies may release any and all individual and business credit financial information to us in order for us to determine your eligibility. Each of the undersigned further authorizes us to disclose any information obtained from any source in connection with this Application, including Credit Reports, to any governmental, administrative or regulatory entity, or our respective vendors and affiliates, as necessary to provide the products and services elected under the Merchant Agreement, or to comply with applicable law or order, including, without limitation, the USA PATRIOT Act. It is our practice to obtain certain information in order to verify your identity while processing your Application, as described in the USA PATRIOT Act.

By signing below, I represent that I have read and am authorized to sign and submit this application for the above business or entity which agrees to be bound by the American Express ® Card Acceptance Agreement ("Agreement"). I authorize Intuit Payment Solutions and American Express Travel Related Services Company ("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 agencies, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct IPS 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 bound by the Agreement and materials welcoming it, either to AXP's program for IPS to perform services for AXP or in AXP's standard Card Acceptance program which has different servicing terms (e.g. different speeds of pay and servicing). I understand that if the entity does not qualify for the IPS servicing program that the entity may be enrolled in AXP's standard Card Acceptance program, and the entity may terminate the Agreement.

Initial Here   X   Date