

**RESOLUTION 2016-11**

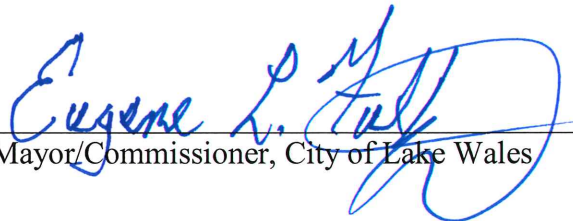
**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY AN AGREEMENT BETWEEN THE CITY OF LAKE WALES AND ELAVON, INC. FOR MERCHANT SERVICES.**

**WHEREAS**, the City of Lake Wales seeks a merchant service agreement relating to processing of credit and debit card transactions.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of Lake Wales, that:

1. The City Commission approves entering into an Agreement for Merchant Services with Elavon, Inc. This agreement shall be from 06/01/2016 through 06/30/2019 with the option to renew for two (2) additional one year periods, unless canceled in writing by either party upon thirty (30) days written notice to the other party.
2. The City Manager is hereby authorized to execute the above referenced Agreement on behalf of the City of Lake Wales.

**THIS RESOLUTION INTRODUCED AND PASSED** by the City Commission of the City of Lake Wales, Polk County, Florida at its regular meeting on May 03, 2016.

  
\_\_\_\_\_  
Mayor/Commissioner, City of Lake Wales

ATTEST:

  
\_\_\_\_\_  
City Clerk Clara VanBlargan, MMC

# APPLICATION PACKAGE COVERSHEET

**Submission Instructions:**

1. Complete the entire merchant application including any needed attachments
2. Prior to submitting app – in EAGLE, update and complete Customer Info section on referral page exactly as it appears on the app for Location 1 of XX > update Referral Status > check the Submit to AEP checkbox > click Update button > clearly record the generated AWB # and Global Referral ID # in the appropriate boxes on the New Merchant Application page 1 and/or the Sales Worksheet.  
(For Multi-location/existing MID relationships – DO NOT generate multiple referrals for additional locations! Instead, use the original Global Referral Number for the relationship and no AWB#.)
3. Complete this form – be sure to include your contact information on this sheet
4. Please include only one merchant application (along with any additional locations for that merchant) in each application package

**IMPORTANT:** Do not both fax and email application package to Elavon as this could result in duplication of merchant set-up. Retain the original application package paperwork for your records.

6/14/16 Total Number of Pages: 12

including this cover page

To: Fulfillment Services New Apps - Elavon

Fax# 800-545-7050 or  
[FSNewApps@elavon.com](mailto:FSNewApps@elavon.com)

From: Bradford Hench Rep Number 35596

Elavon

Phone Number of Sender: 678-731-4419

Email of Sender: bradford.hench@elavon.com

**Application Information:**

DBA: City of Lake Wales

Total Number of Locations: ONE

**Application Package Checklist (optional to complete):**

- |   |   |                                      |
|---|---|--------------------------------------|
| <input type="checkbox"/> Voided Check                     | <input type="checkbox"/> Bank Screen Printout                             | <input type="checkbox"/> Bank Letter |
| <input type="checkbox"/> Sponsor Memo (Optional)          | <input type="checkbox"/> Chain Set-up Form                                |                                      |
| <input checked="" type="checkbox"/> Merchant Application  | <input checked="" type="checkbox"/> Merchant Application: Sales Worksheet |                                      |
| <input type="checkbox"/> EGC Additional Location Addendum | <input type="checkbox"/> ECS Collections Agreement                        |                                      |
- Proof of Business Existence:**
- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Photos of the business site                    | <input type="checkbox"/> Yellow Page Ad/Bill  | <input type="checkbox"/> Business License/Seller's Permit     |
| <input type="checkbox"/> Sales and Use Tax                              | <input type="checkbox"/> Business Tax Receipt | <input type="checkbox"/> Lease Agreement w/ DBA address match |
| <input type="checkbox"/> 3rd party prepared financials                  | <input type="checkbox"/> Website Registration | <input type="checkbox"/> 12 mos. DDA History Screen Print     |
| <input type="checkbox"/> Phone or Utility Bill                          | <input type="checkbox"/> Articles of Inc      | <input type="checkbox"/> Fed Tax ID paperwork                 |
| <input type="checkbox"/> W9 Form  | <input type="checkbox"/> Form 1099            | <input type="checkbox"/> Professional License                 |
| <input type="checkbox"/> Registrar of Enterprise Documentation (Canada) | <input type="checkbox"/> Other: _____         |   |
- ☐ Wireless Terminal Zip Code Coverage Verification
- ☐ Internet Checklist ☐ VAR Addendum
- ☐ Business Financial Statements/Report(s)/Other Financial Information
- Proof of Tax Exempt Status:**
- |   |  |
|---|--|
| <input type="checkbox"/> IRS Letter of Determination (501-C3) | <input type="checkbox"/> State Sales Tax Exempt Cert |
| <input type="checkbox"/> Kiosk Lease/Tradeshow Registration   | <input type="checkbox"/> Other: _____                |

CARD ASSN REQUEST FORM

2/12

## SALES WORKSHEET

SEND COMPLETED APPLICATION PACKAGE TO: FSNewApps@Elavon.com

DBA: City of Lake Wales

<b>ACCOUNT DESIGNATION</b>			
<input checked="" type="checkbox"/> NEW LOCATION	<input type="checkbox"/> ADDITIONAL LOCATION	EXISTING MID:	EXISTING CHAIN #:
LOCATION 1 OF 1			
PORTFOLIO CODE: USB3	FI: 0734	AGENT:	BANK: 0003
CLIENT GROUP #: 3	ENTITY: 61305	REP #: 35596	AWB: 3001727
<b>ACCOUNT MANAGEMENT</b>			
<input checked="" type="checkbox"/> CONCIERGE SERVICE			
<b>LEADS</b>			
BRANCH #:	LEAD REFERRAL #:	BANKER ID:	
<b>SINGLE LEVEL CHAIN REQUEST</b>			
<input type="checkbox"/> NEW CHAIN <input type="checkbox"/> ADDITION TO EXISTING CHAIN: CHAIN NUMBER			
CHAIN NAME AND ADDRESS: <input type="checkbox"/> DBA (MID) <input type="checkbox"/> W9 / LEGAL (MID) (IF DIFFERENT COMPLETE LONG FORM)			
SEND CHAIN SUMMARY STATEMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO			
SEND CHAIN STATEMENT: <input type="checkbox"/> DBA (MID) <input type="checkbox"/> W9 / LEGAL (MID)			
<b>MULTI-MID REQUEST</b>			
<input type="checkbox"/> MULTI MID - NEW MERCHANT RELATIONSHIP <input type="checkbox"/> PRIMARY MID			
<input type="checkbox"/> MULTI MID - EXISTING MERCHANT RELATIONSHIP EXISTING MID OR AWB:			
<b>BUSINESS VERIFICATION</b>			
<input type="checkbox"/> OTHER BUSINESS VERIFICATION DOCUMENTATION INCLUDED			
ONSITE INSPECTION <u>NONE</u>			
I CERTIFY THAT THE BELOW INFORMATION IS TRUE, COMPLETE AND ACCURATE:			
BUSINESS LOCATED IN: <input checked="" type="checkbox"/> SEPARATE BUILDING <input type="checkbox"/> PRIVATE RESIDENCE <input type="checkbox"/> SHOPPING CENTER/MALL <input type="checkbox"/> OFFICE BUILDING <input type="checkbox"/> KIOSK <input type="checkbox"/> OTHER (DESCRIBE):			
<ul style="list-style-type: none"> <li>I HAVE PHYSICALLY BEEN ON SITE</li> <li>MERCHANT NAME IS AS IT APPEARS ON SIGNAGE (IF APPLICABLE)</li> <li>THE PHYSICAL SITE INSPECTED IS THE SAME AS THE DBA ADDRESS</li> <li>MERCHANDISE IS CONSISTENT WITH TYPE OF BUSINESS</li> </ul>			
SIGNATURE: <u>Bradford L Hench</u>			
PRINTED NAME: Bradford Hench		REP #: 35596	DATE: 4/12/16
<b>SPECIAL INSTRUCTIONS</b>			
CREDIT UNDERWRITING NOTES: This is a GOVERNMENT application and not subject to all of the AML requirements, including beneficial owner as well as personal guarantee.			
ADDRESS NOTES:			



3/12

## CARD ASSOCIATION REGISTRATION REQUEST FORM

## INSTRUCTIONS FOR SALES

Complete the "Merchant Information" section for all requests. Indicate the program requested in the "Type of Registration" section. Please contact Sales Support with any questions on Card Association Programs.

- ☐ New Merchants – Include this form and any additional forms required (as indicated in the "Other Information" section) in your new merchant application package. Indicate "Association Registration Request Form enclosed" in the "Special Instructions" section of the Worksheet (page 5).
- ☐ Existing Merchants – Include this form and any additional forms required (as indicated in the "Other Information" section) to Add Equipment Services ([addequipmentservice@elavon.com](mailto:addequipmentservice@elavon.com)) or fax to 866-548-6824.

## INSTRUCTIONS TO BOARDING

- ☐ New Merchants – Copy this form and leave one copy in the application package. Forward one copy to Special Services.

## MERCHANT INFORMATION

DBA Name: <b>City of Lake Wales</b>		AWB: <b>3001727</b>	
Corporate Name (if different than DBA):		MID:	
Contact Name: <b>Dorothy Ecklund</b>		Contact Phone: <b>8636784182</b>	
Address 1: <b>201 West Central Avenue</b>		Email Address: <b>decklund@cityoflakewales.com</b>	
Address 2:		Website URL: <b>www.cityoflakewales.com</b>	
City: <b>Lake Wales</b>	State: <b>FL</b>	Zip Code: <b>33853</b>	Service Provider:

## TYPE OF REGISTRATION

Program	Addl Forms	Other Information
<input type="checkbox"/> Healthcare IIAS/Auto Substantiation Program - VISA, MC <b>Merchants Registered with SIGIS</b> MVV - _____ MCID - _____	YES	Merchants who are a non-healthcare merchants that sell qualified medical items. Merchants that use a healthcare MCC do not need to register for this program. The SIGIS Merchant Self-Assessment must be completed by the merchant.
<input type="checkbox"/> <b>Visa Service Fee (Government &amp; Education Payment Program)</b> <u>Card Acceptance:</u> <input type="checkbox"/> Point of Sale <input type="checkbox"/> IVR <input type="checkbox"/> Internet <input type="checkbox"/> Other: <u>Products Accepted:</u> <input type="checkbox"/> Credit _____ % or \$ _____ <input type="checkbox"/> Signature Debit _____ % or \$ _____ <i>Note: If tiered fee structure (fee changes based on ticket size) please attach additional detail</i>	NO	Required MCCs: 9311-Tax Payment, 9222 Court Fines, 9211-Court Costs, 9399-Misc Government Services, 8221-Elementary & Secondary Schools, 8220-College Tuition, 8244-Business Schools, 8249-Trade Schools). Education merchants qualify for tuition related expenses only. Check all that apply: <input type="checkbox"/> Federal Income Tax <input type="checkbox"/> State Income Tax <input type="checkbox"/> Real Estate Property Tax <input type="checkbox"/> Other Tax <input type="checkbox"/> Business Tax <input type="checkbox"/> Government Fees <input type="checkbox"/> Tuition <input type="checkbox"/> Other Education Expense
<input type="checkbox"/> Limited Acceptance – VISA	NO	<input type="checkbox"/> Visa Signature Debit Cards Only <input type="checkbox"/> Visa Credit Cards Only Annual Visa Volume: _____ Number of Locations: _____ States of Operation: _____
<input checked="" type="checkbox"/> Utility – VISA	NO	- The merchant must be a US Domicile Merchant and have a MCC of 4900. - Merchants must provide the generation and/or distribution of Electric, Gas, Water, Sanitary Services on an ongoing basis (Heating Oil providers are not eligible) - Merchant may NOT charge a convenience fee
<input type="checkbox"/> <b>MasterCard Service Fee (Program for Government &amp; Education)</b> _____ % or \$ _____	NO	Required MCCs: 9311, 9211, 9222, 9399, 8211*, 8220* *Education merchants may apply a conv fee to tuition related fees and room and board transactions.





Submitted By: **Bradford Hench**Phone: **678-731-4419**Email: **bradford.hench@elavon.com**

4/12

# NEW COMPANY APPLICATION - GOVERNMENT / INSTITUTIONAL

<b>1</b>	<b>COMPANY INFORMATION</b>				
◆ DBA NAME: <b>City of Lake Wales</b>					
LEGAL/CORPORATE NAME (IF DIFFERENT THAN ABOVE):					
CONTACT NAME: <b>Dorothy Ecklund</b>					
◆ DBA ADDRESS 1 (NO PO BOX):			◆ DBA PHONE #: <b>(863)678-4182</b>		
DBA ADDRESS 2: <b>201 West Central Avenue</b>			DBA FAX #: <b>(863)678-4364</b>		
◆ CITY: <b>Lake Wales</b>	STATE: <b>FL</b>	ZIP CODE: <b>33853</b>	YEAR ESTABLISHED: <b>1921</b>		
◆ BUSINESS COUNTRY OF ORIGIN (HEADQUARTERED): <b>USA</b>					
▶ GEOGRAPHY FOOTPRINT (ALL COUNTRIES LICENSED TO DO BUSINESS): <b>USA</b>					
◆ BUSINESS SCOPE OF OPERATIONS (TOTAL NUMBER OF LOCATIONS IN ALL COUNTRIES INCLUDING USA): <b>USA</b>					
◆ EMAIL ADDRESS: <b>decklund@cityoflakewales.com</b>			MOBILE PHONE #:		
<b>2</b>	<b>OTHER ADDRESS (IF DIFFERENT THAN ABOVE)</b>				
<input type="checkbox"/> MAILING <input type="checkbox"/> SHIPPING <input type="checkbox"/> SEE ALSO SPECIAL INSTRUCTIONS    (MORE THAN ONE OPTION MAY BE SELECTED)					
DBA NAME:			PHONE #:		
CONTACT:			FAX #:		
ADDRESS:		CITY:	STATE:	ZIP CODE:	
<b>STATEMENTS/ RETRIEVALS /CHARGEBACKS</b>					
STATEMENTS	<input type="checkbox"/> DBA OR <input type="checkbox"/> MAILING OR <input type="checkbox"/> W-9	RETRIEVALS	MAIL TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR FAX TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR EMAIL TO: <b>rrevelo@cityoflakewales.com</b> OR <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM)	CHARGEBACKS	MAIL TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR FAX TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR EMAIL TO: <b>rrevelo@cityoflakewales.com</b> OR <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM)
AUTO SEND: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (CHAIN COMPANIES ONLY - MUST INCLUDE CHAIN SET UP FORM)					
<b>3</b>	<b>CONTACT INFORMATION (AUTHORIZED REP)</b>				
◆ <input type="checkbox"/> OFFICER <input type="checkbox"/> MANAGER <input type="checkbox"/> AUTHORIZED REPRESENTATIVE <input checked="" type="checkbox"/> OTHER TITLE: <b>City Manager</b>					
◆ FIRST NAME: <b>Kenneth</b>		MN:	◆ LAST NAME: <b>Fields</b>		
CONTACT HOME ADDRESS:		CONTACT PHONE #: <b>(863)678-4364</b>			
CITY:		STATE:	ZIP CODE:		
INDIVIDUAL ID EXEMPTION CLASS: <b>GOVERNMENT</b> <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL (POLITICAL SUBDIVISION OF A US STATE)					
<b>OTHER COMPANY INFORMATION</b>					
◆ AVERAGE SALE AMOUNT: <b>\$ 102</b>		◆ CARD PRESENT <b>20 %</b>			
◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: <b>\$ 170000</b>		◆ CARD NOT PRESENT* <b>80 %</b>			
◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED: <b>Utilities</b>		◆ INTERNET*                              _____ %			
SPECIAL PROGRAM MCC ONLY: <b>4900</b>		(MUST TOTAL 100%)			
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE?		* CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW			
IF NOT SAME DAY, _____ # OF DAYS (INCLUDE SHIPPING TIME FRAME)		▶ CUSTOMER SERVICE PHONE #:			
▶ INTERNET : PRODUCT WEBSITE:		▶ PREVIOUS PROCESSOR:			
▶ INTERNET: "CONTACT US" EMAIL:					
IF SEASONAL, PLEASE CHECK MONTHS CLOSED BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)					
<input type="checkbox"/> JANUARY	<input type="checkbox"/> FEBRUARY	<input type="checkbox"/> MARCH	<input type="checkbox"/> APRIL	<input type="checkbox"/> MAY	
<input type="checkbox"/> JULY	<input type="checkbox"/> AUGUST	<input type="checkbox"/> SEPTEMBER	<input type="checkbox"/> OCTOBER	<input type="checkbox"/> NOVEMBER	
<input type="checkbox"/> DECEMBER					
<b>BANK ACCOUNT (CHECKING ACCOUNTS ONLY)</b>					
◆ DEPOSIT BANK NAME: <b>Center State Bank</b>		◆ ABA/ROUTING #: <b>063114030</b>		◆ DDA ACCOUNT #: <b>20153748</b>	
BILLING BANK NAME (IF DIFFERENT):		ABA/ROUTING #:		DDA ACCOUNT #:	
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):		ABA/ROUTING #:		DDA ACCOUNT #:	

5/12

CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT.)										PRICING CATEGORY					
<input checked="" type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER CARDS (JCB, DI, PAY PAL PAYMENT DEVICE)    										<input type="checkbox"/> RETAIL <input type="checkbox"/> RESTAURANT <input type="checkbox"/> LODGING <input type="checkbox"/> SUPERMARKET <input checked="" type="checkbox"/> MO/TO / INTERNET <input type="checkbox"/> ARU					
<input type="checkbox"/> VISA CREDIT <input type="checkbox"/> VISA DEBIT <input type="checkbox"/> MC CREDIT <input type="checkbox"/> MC DEBIT <input type="checkbox"/> DISCOVER (JCB, DI, PAY PAL PAYMENT DEVICE) <input type="checkbox"/> UNIONPAY <input type="checkbox"/> AMEX															
PRICING INFORMATION										FEES					
PRICING PROGRAM: (FIXED ONLY)		VISA/MASTERCARD/UNIONPAY/ DISCOVER CARDS (JCB, DI, PAY PAL PAY DEVICE)		AMERICAN EXPRESS		APPLICATION		\$0							
		RATE*	PER ITEM*	RATE	PER ITEM	INSTALLATION/TRAINING		\$0							
TIERED	QUALIFIED	%	\$	%	\$	REPORTING & SUPPORT PACKAGE (PER MONTH)		\$0							
	MID QUALIFIED	%	\$	%	\$	MONTHLY MINIMUM		\$10							
	NON QUALIFIED	%	\$	%	\$	CHARGEBACK (PER OCCURRENCE)		\$25							
	OPT. <input type="checkbox"/> CHECK CARD <input type="checkbox"/> SPRINKT <input type="checkbox"/> QPS/SMALL TKT				RETURN ITEM/NSF (PER OCCURRENCE)		\$20								
					STATEMENT: <input checked="" type="checkbox"/> ELECTRONIC OR <input type="checkbox"/> PAPER										
ENHANCED IC PLUS	OPT. REWARDS	%	\$			MONTHLY STATEMENT MAILING (PAPER STATEMENTS ONLY)		\$5							
	OPT. COMMERCIAL CARD	%	\$			RUSH SHIPMENT		\$							
	INTERCHANGE PLUS		0.10 %	\$	0.40 %	\$	VERIZON DATA PLAN (PER DEVICE): (PER MONTH)		\$						
	CHECK CARD QUALIFIED	%	\$			VERIZON DATA PLAN OVERAGE (PER MB)		\$ 0.05							
	QUALIFIED	%	\$	%	\$	OTHER:		\$							
						AUTHORIZATIONS									
						VISA (PER AUTH)	\$0.05	VOICE - ARU (PER AUTH)	\$0.75						
						MASTERCARD (PER AUTH)	\$0.05	VOICE OPERATOR (PER AUTH)	\$0.75						
						DISCOVER (PER AUTH)	\$0.05	VOICE - AVS (PER AUTH)	\$0.75						
						UNIONPAY (PER AUTH)	\$0.05	VOICE BANK REF (PER AUTH)	\$0.75						
						AMEX (PER AUTH)	\$0.05	DIAL COMMUNICATION (PER AUTH)	\$0.024						
						PIN DEBIT (ALL DEBIT NETWORK FEES WILL BE PASSED THROUGH AT COST)									
						PIN DEBIT MONTHLY FEE		\$0							
						IC PLUS (PER AUTH)		\$							
						IC PLUS/ENH. IC PLUS: MONTH=ICPLS/AUTH=ASSOC. (TIERED/DIFFERENTIAL: MONTH=ICDIF/AUTH=ASSOC)									
FIXED - PRICING PGM:															
*RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST.															
PCI SECURITY PROGRAM/SAFE-T PACKAGE															
SECURITY PROGRAM (PER MONTH): >SafeT Gold						\$25									
SOLUTION PACKAGE															
(PER MONTH. PLUS TAXES, IF APPLICABLE)						\$									
OTHER CARD TYPES EXISTING															
AMEX SE # (10 DIGITS):				PER AUTH: \$				EBT SE # (7 DIGITS):				PER AUTH: \$			
POINT OF SALE (EQUIPMENT OR SOFTWARE)															
NETWORK: <input checked="" type="checkbox"/> ELAVON <input type="checkbox"/> OTHER				# OF TIDS:		<input type="checkbox"/> A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION:									
VAR SERVICE PROVIDER (HOSTED):				VAR (DISTRIBUTED):		VENDOR:				PRODUCT:		VERSION:			
						PURCHASE		LEASE**		SOFTWARE/WIRELESS					
QTY	POS DESCRIPTION	ITEM CODE	TERMINAL ENCRYPT	OWNS	REPROG FEE PER UNIT	PRICE PER UNIT	TERM MONTHLY	MONTHLY RATE PER UNIT	ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE				
4	Verifone triple lock	TLOKV	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$799.00		\$	\$	\$	\$				
			<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$				
			<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$				
			<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$				
			<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$				
			<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$				
ADDITIONAL POS SERVICES:						DESCRIPTION		SETUP FEE	ANNUAL FEE	MONTHLY FEE	PER AUTH				
								\$	\$	\$	\$				
**PLEASE NOTE THAT ALL LEASES MUST COMPLETE THE SECTION IMMEDIATELY BELOW. INITIALS ARE REQUIRED. ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. <input type="checkbox"/> SALES TAX EXEMPT															
Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services. Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Services or Service Provider, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services.															
4 X THIS LEASE IS IRREVOCABLE AND NON CANCELLABLE FOR THE FULL TERM OF MOS. TOTAL MONTHLY PAYMENT OF \$ PLUS TAXES, IF APPLICABLE.															
IRREVOCABLE AUTHORIZATION FOR AUTOMATIC WITHDRAWAL OF MONTHLY PAYMENTS END OF LEASE RESIDUAL VALUE OF \$ PLUS TAXES, IF APPLICABLE.															
Company hereby authorizes Elavon, through its Ladco Leasing division ("Lessor"), to automatically withdraw Company's monthly lease payments and any amounts, including any and all taxes or other charges, owed in accordance with the lease, as applicable, by initiating debit entries to Company's account at the financial institution ("Bank") indicated hereon or such other financial institution used by Company from time to time. A lease payment (whether paid by debit or other means) that is not honored by Bank for any reason will be subject to a returned item service fee imposed by Lessor. Upon completion of the lease term, this authorization shall remain in effect until Lessor has received written notice from Company of its termination.															
BANK NAME:				ABA/ROUTING #:				DDA ACCOUNT #:							
TERMINAL PROGRAMING INSTRUCTIONS (DO NOT USE FOR CONVERGE - THIS INFORMATION IS COVERED DURING TRAINING)															
<input type="checkbox"/> RETAIL (AUTO CLOSE DEFAULT)				<input type="checkbox"/> QUICK CLOSE				<input type="checkbox"/> STORE AND FORWARD				<input type="checkbox"/> NO SIGNATURE			
<input type="checkbox"/> RESTAURANT (QUICK CLOSE DEFAULT)				<input type="checkbox"/> TIP FUNCTION CASHIER				<input type="checkbox"/> FINE DINING				<input type="checkbox"/> TAB FUNCTION			
<input type="checkbox"/> CARD NOT PRESENT (AUTO CLOSE DEFAULT)				<input type="checkbox"/> QUICK CLOSE											
<input type="checkbox"/> LODGING (QUICK CLOSE DEFAULT)				<input type="checkbox"/> QUICK STAY											
CUSTOM PROMPTS:				<input type="checkbox"/> TERMINAL AUTO CLOSE (RTL, MOTO)				TIME ZONE				<input type="checkbox"/> CASH BACK PIN DEBIT (RTL): \$			
<input type="checkbox"/> NO TIP (REST)				<input type="checkbox"/> NO SERVER PROMPT (REST)				<input type="checkbox"/> CLERK PROMPT (RTL)				<input type="checkbox"/> TIP FUNCTION WAITER (RTL)			
												<input type="checkbox"/> CUSTOM FOOTER:			
COMMUNICATION METHOD (IP DEFAULT): <input type="checkbox"/> DIAL				TRAINING (DEFAULT = TRAINING REQUIRED):				<input type="checkbox"/> NO TRAINING				PHONE INFORMATION: ACCESS #:			

6/12

# **CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (GPISF)**

## **CONVENIENCE FEE FUNDING MODEL (CHECK ONE):**

- ☐ COMPANY MANAGED<sup>1</sup>  
☐ ELAVON MANAGED<sup>2</sup>

## **PAYMENT TRANSACTION TYPES**

### ☐ CREDIT (CHECK ALL THAT APPLY):

- ☐ VISA      ☐ MASTERCARD      ☐ DISCOVER

### ☐ SIGNATURE DEBIT (CHECK ALL THAT APPLY):

- ☐ VISA      ☐ MASTERCARD      ☐ DISCOVER

### ☐ PIN-BASED DEBIT

### ☐ ACH (VIA ELECTRONIC CHECK SERVICES)

## **ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):**

### ☐ BILLER DIRECT SERVICES (CHECK ONE OPTION BELOW, BUT ONLY IF COMPANY ELECTS BILLER DIRECT SERVICES) (ADDITIONAL ENROLLMENT FORM REQUIRED):

- ☐ BILL PAYMENT PORTAL (BPP)  
☐ ENTERPRISE BILLING SOLUTIONS (EBS)  
☐ COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER  
☐ OTHER:

## **CONVENIENCE FEE PRICING:**

CONVENIENCE FLAT FEE AMOUNT: \$

CONVENIENCE FEE %: (MASTERCARD, DISCOVER & ACH PROGRAMS ONLY)

MINIMUM ANNUAL FEES (IF APPLICABLE): \$

IMPLEMENTATION FEE (IF APPLICABLE): \$

## **GPISF SERVICES PROGRAMS**

### (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:

- ☐ COMPANY-MANAGED<sup>3</sup>  
☐ COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVICE FEE TERMINALS<sup>4</sup>  
☐ ELAVON-MANAGED<sup>5</sup>

### **CARD ACCEPTANCE (CHECK ALL THAT APPLY):**

- ☐ POINT OF SALE      ☐ INTERNET  
☐ IVR      ☐ OTHER:

## **GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:**

- ☐ MASTERCARD GOVERNMENT AND EDUCATION PAYMENT PROGRAM  
☐ VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM

### **TRANSACTION TYPES:**

- ☐ REAL ESTATE PROPERTY TAX      ☐ OTHER EDUCATION EXPENSES  
☐ GOVERNMENT FEES      ☐ OTHER TAX  
☐ STATE INCOME TAX      ☐ TUITION  
☐ REAL ESTATE PROPERTY TAX      ☐ OTHER EDUCATION EXPENSES

## **PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT TYPES ARE SUPPORTED FOR ALL PROGRAMS)(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENT):**

### ☐ CREDIT – (CHECK ALL THAT APPLY):

- ☐ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399  
☐ MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402  
☐ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)

### ☐ SIGNATURE DEBIT – (CHECK ALL THAT APPLY)

- ☐ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399  
☐ MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402  
☐ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)

### ☐ ACH (VIA ELECTRONIC CHECK SERVICES)

## **ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):**

### ☐ BILLER DIRECT SERVICES (CHECK ONE OPTION BELOW, BUT ONLY IF COMPANY ELECTS BILLER DIRECT SERVICES) (ADDITIONAL ENROLLMENT FORM REQUIRED):

- ☐ BILL PAYMENT PORTAL (BPP)  
☐ ENTERPRISE BILLING SOLUTIONS (EBS)

### ☐ SERVICE FEE TERMINAL (VERIFONE VX520 OR EQUIVALENT)

### ☐ COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER

### ☐ SAFE-T SERVICES

### ☐ OTHER:

## **GPISF PRICING:**

CREDIT CARD SERVICE FEE:	%	OR	\$
SIGNATURE DEBIT SERVICE FEE:	%	OR	\$
ACH (VIA ELECTRONIC CHECK SERVICES):			\$
MINIMUM ANNUAL FEES (IF APPLICABLE):			\$
IMPLEMENTATION FEE (IF APPLICABLE):			\$

<sup>3</sup> "Company-Managed" means that Company establishes the amount of the GPISF, programs its POS Devices to assess the GPISF, and retains the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations). Company pays Elavon the per transaction fees as set forth in this application for all GPISF Transactions.

<sup>4</sup> "Company-Managed with Elavon POS Devices/Service Fee Terminals" means that Elavon programs the POS Devices to assess the GPISF established by Company and Company retains the GPISF. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all GPISF Transactions.

<sup>1</sup> "Company-Managed" means that Company establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all Convenience Fee Transactions.

<sup>5</sup> "Elavon-Managed" means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in the pricing section above and the Safe-T Services Enrollment form (if Safe-T is chosen above) for GPISF Transactions.

<sup>2</sup> "Elavon-Managed" means that Elavon establishes the amount of the Convenience Fee and retains the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement for Convenience Fee Transactions. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.



[illegible]



**SUBSTITUTE FORM W-9**

- ☒ **GOVERNMENT**  
☐ **NON-PROFIT CHARITABLE OR SOCIAL (INCLUDE DOCUMENTS THAT SUPPORT TAX EXEMPT STATUS)**  
☐ **OTHER**

◆ **Name:** City of Lake Wales

\* **NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.**

◆ **Address:** 201 West Central Avenue

◆ **TIN (EMPLOYER ID #):** 539000957

◆ **City:** Lake Wales

◆ **State:** FL

◆ **Zip Code:** 33859

OR

◆ **TIN (SOCIAL SECURITY #):**

**5**

**COMPANY REPRESENTATIONS AND CERTIFICATIONS**

Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon"), with offices at 7300 Chapman Highway, Knoxville, TN 37920, and U. S. Bank National Association ("Member"), with offices at U. S. Bancorp Center, 800 Nicollet, Minneapolis, MN 55402, (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business and financial condition of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the Terms of Service ("TOS"), the Government Terms and Conditions attached hereto, and the Operating Guide incorporated herein by this reference and located at our website at [https://www.merchantconnect.com/CWRWeb/pdf/TOS\\_ENG.pdf](https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf) and [https://www.merchantconnect.com/CWRWeb/pdf/OPERATING\\_GUIDE\\_ENG.pdf](https://www.merchantconnect.com/CWRWeb/pdf/OPERATING_GUIDE_ENG.pdf), respectively. If you are accepting electronic payments through Transend Pay you also agree to the Terms and Conditions set out under the Resources tab at [www.elavon.com/transendpay](http://www.elavon.com/transendpay), and as subsequently amended in the Operating Guide in the Transend Pay Services Chapter. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.

Company must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Company understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.

Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the business history and background of Company and to obtain credit reports or other background investigation reports on Company that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

**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. This means we will ask for certain information and identifying documents to allow us to identify you.

This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.

All companies must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 companies (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Any company that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee of \$45 until Elavon is provided with validation of PCI DSS compliance. Company may be eligible for Data Breach Financial Assistance Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for assistance details and conditions.

**American Express Acceptance Program (Acceptance Program).** If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the provisions set forth in Section E (Acceptance Program) of the TOS. By signing below or by accepting a Transaction Initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to this consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.

◆ **SIGNATURE:** X

◆ **PRINTED NAME:** Kenneth Fields

◆ **TITLE:** City Manager

◆ **DATE:** 6-10-16

SIGNATURE: X

PRINTED NAME:

TITLE:

DATE:

**SUBMITTED BY (INTERNAL USE ONLY)**

To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative.

◆ **PRINTED NAME:** Bradford Hensch

◆ **REP ID #:** 35596

◆ **DATE:**

◆ **REP PHONE #:** (678) 731-4419

◆ **REP EMAIL:** bradford.hensch@elavon.com

USA-GOV-USB-0716

*Bradford Hensch*, DEPUTY GENERAL COUNSEL, ELAVON, INC.

6/15/2016

9/12

## ADDENDUM TO THE TERMS OF SERVICE FOR GOVERNMENT/INSTITUTIONAL COMPANIES

### Section A – General Provisions

- 1) The following provisions hereby replace the like-numbered provisions of the Terms of Service ("TOS") or are hereby inserted or deleted from the TOS, as indicated, for Companies operating under the Agreement.
- a) **Section (A)(4)(d) Chargebacks** is revised to read as follows:

"d. **Chargebacks.** Company is responsible to Elavon and Member for all Transactions returned to Elavon or Member for whatever reason, including all Chargebacks. Company will pay Elavon and Member for all Chargebacks. Company agrees to accept for Chargeback, and will be liable to Elavon and Member in the amount of any Transaction for which the Customer or Issuer disputes the validity of the Transaction for any reason under the Payment Network Regulations. Company authorizes Elavon and Member to offset from funds due Company for Transaction activity or to debit the DDA or the Reserve Account for the amount of all Chargebacks including, as applicable, any currency fluctuations. Company will fully cooperate with Elavon and Member in complying with the Payment Network Regulations regarding all Chargebacks."
  - b) **Section (A)(5)(d) Indemnity** is deleted.
  - c) **Section (A)(6)(a)(i) Security Agreement** is deleted.
  - d) **Section (A)(6)(a)(ii) Perfection** is deleted.
  - e) **Section (A)(8)(a) Accuracy of Information** is revised to read as follows:

"a. **Accuracy of Information.** Company represents and warrants to Member and Elavon that all information provided to Elavon in the Company Application, in the bid process if applicable, or otherwise in the Agreement is correct and complete. Company must promptly notify Elavon in writing of any material changes to such information, including, without limitation, any additional location or new facility at which Company desires to use the Processing Services provided under this Addendum, the form of entity, change in control, material changes to the type of goods and services provided and/or payments accepted, and how Transactions are completed (e.g., by telephone, mail, electronic commerce, or in person at Company's place of business). The notice must be received by Elavon at least ten (10) business days prior to the change. Company will promptly provide any additional information reasonably requested by Elavon. Elavon has the right to rely upon written instructions submitted by Company to request changes to Company's business information. Company may request written confirmation of Elavon's consent to the changes to the Company's business information. Company will be responsible for all losses and expenses incurred by Elavon or Member arising out of Company's failure to provide proper notice or requested information for any such change, and will not make any claims against Elavon or Member for any losses sustained by Company as a result of such failure. Elavon may immediately terminate the Agreement upon a material change to the information in the Company Application if such change is not approved by Elavon."
  - f) **Section (A)(8)(b) Indemnification** is deleted and replaced with the following two sections:

"i. **Company Responsibilities.** As between Company, Elavon and Member, Company will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands or damages arising out of or in connection with (A) any dispute with a Customer, Cardholder or any third party relating to any Transaction, (B) any action taken by Elavon or Member with respect to the DDA or Reserve Account in accordance with the Agreement, or (C) any breach by Company of any obligation under this Agreement. Company will not make any claims against Elavon or Member for any liabilities, claims losses, costs, expenses and demands of any kind or nature, arising out of or in connection with any of the foregoing suits, claims, losses, demands or damages."

"ii. **Elavon Responsibilities.** Elavon will be responsible for and will at its own expense defend itself against any suits, claims, losses, demands or damages arising out of (A) Elavon's breach of the Agreement, or (B) Elavon's negligence, gross negligence or willful misconduct."
  - g) **Section (A)(9)(a) Organization** is revised to read as follows:

"a. **Organization.** Company is validly existing and duly organized under the laws of the jurisdiction in which it was formed with all necessary authority, qualifications, licenses and registrations necessary to conduct its business, in all jurisdictions where Company conducts business."
  - h) **Section (A)(10)(a) Audit** is revised to read as follows:

"a. **Audit.** In the event that Elavon or Member reasonably suspects that they are subject to a financial or reputational risk due to Company's actions or omissions, Company authorizes Elavon and Member to perform an audit or inspection of Company's operations to confirm compliance with the Agreement upon reasonable advance notice and at Elavon's or Member's expense. Company agrees to cooperate, in good faith, with any such audit conducted by Elavon or Member. Further, Company acknowledges and agrees that the Payment Networks have the right to audit Company's business to confirm compliance with the Payment Network Regulations."
  - i) **Section (A)(10)(b)(i) Authorizations** is revised to read as follows:

"i. **Authorizations.** Company authorizes Elavon and Member to make, from time to time, any business credit or other inquiries they consider necessary to review the Company Application or continue to provide services under the Agreement. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to Elavon."
  - j) **Section (A)(10)(b)(ii) Financial Information** is revised to read as follows:

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10/12

"ii. **Financial Information.** Upon the request of either Elavon or Member, Company will provide Elavon and Member audited financial statements prepared by an independent certified public accountant selected by Company, or if Company is audited by a governmental authority, then Company will provide financial statements from such governmental authority. Within one hundred twenty (120) days after the end of each fiscal year (or in the case of a governmental entity, when available), Company will furnish Elavon and Member, as requested, a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, each audited as provided above. Company shall also provide Elavon and Member such interim financial statements and other information as Elavon or Member may request from time to time."

k) **Section (A)(13) Personal Guaranty** is deleted.

l) **Section (A)(14)(a) Products or Services** is revised to read as follows:

"a. **Products or Services.** Company may desire to use a Value Added Servicer to assist Company with its Transactions. Company shall not utilize any such third parties unless Company has disclosed such use to Elavon previously in writing, and unless such Value Added Servicer is fully compliant with all Laws and Payment Network Regulations. Any Value Added Servicer used by Company must be registered with the Payment Networks prior to the performance of any contracted services on behalf of Company. Further, as between the parties to this Agreement, Company will be bound by the acts and omissions of its Value Added Servicer and Company will be responsible for compliance by such Value Added Servicer with all Laws and Payment Network Regulations. Company will be responsible for any loss, cost, or expense incurred in connection with or by reason of Company's use of any third parties, including Value Added Servicers. Neither Elavon nor Member is responsible for any Value Added Servicer or for the products or services offered by such Value Added Servicer, nor are they responsible for any Transaction until Elavon receives data for the Transaction in the format required by Elavon. A Value Added Servicer's access to or ability to integrate with the products, services and systems of Elavon may terminate at any time and Elavon shall have no obligation to advise Company of such termination."

m) **Section (A)(15)(b)(i) Termination, Company,** the following is added as **Section (A)(15)(b)(i)(cc):**

"cc. The Agreement may be terminated by Company in the event that sufficient legislative appropriation is not available, provided that Company gives Elavon and Member sixty (60) days' notice prior to termination."

n) **Section (A)(15)(c)(iii) Return to Elavon** is revised to read as follows:

"iii. **Return to Elavon.** All Confidential Information, promotional materials, advertising displays, emblems, Transaction Receipts, Credit Transaction Receipts, and other forms supplied to Company and not purchased by Company or consumed in use will remain the property of Elavon and must be returned to Elavon or destroyed within thirty (30) days after termination of the Agreement."

o) **Section (A)(16)(d) MATCH™ and Consortium Company Negative File** is revised to read as follows:

"d. **MATCH™ and Consortium Company Negative File.** Company acknowledges that Member and/or Elavon is required to report Company's business name and the name of Company's principals to the MATCH™ listing maintained by MasterCard and accessed and updated by Visa and American Express, to the Consortium Company Negative File maintained by Discover, or to any other negative or terminated merchant file of any other Payment Network, if applicable, pursuant to the requirements of the Payment Network Regulations. Company specifically consents to the fulfillment of the obligations related to the listing by Elavon and Member, the listing itself, and Company waives all claims and liabilities Company may have as a result of such reporting."

p) **Section (A)(16)(e) Security Program Compliance** is revised to read as follows:

"e. **Security Program Compliance.** Company must comply with the requirements of the Payment Card Industry (PCI) Data Security Standard (PCI DSS) including the Cardholder Information Security Program (CISP) of Visa, the Site Data Protection Program (SDP) of MasterCard, the Data Security DISC Program and the PCI DSS regulations of Discover Network, and the security programs of any other Payment Network or Issuer regarding which Company accepts a Payment Device, as applicable, and any modifications to, or replacements of such programs that may occur from time to time (collectively, "Security Programs"). Company shall also ensure that all Value Added Servicers from whom Company procures services or third party POS Devices comply with the requirements of the Security Programs. Upon request, Elavon will provide Company with the respective website links to obtain the current requirements of the Visa, MasterCard, and Discover Network Security Programs. Company is responsible for Company's own actions or inactions, those of Company's officers, directors, shareholders, employees and agents, including any Value Added Servicer (collectively, "Company's Agents"). Company shall be responsible for any liability, loss, cost, or expense resulting from the violation of any of the Security Program requirements by Company or any of Company's Agents."

q) **Section (A)(17)(a) Use of Trademarks** is revised to read as follows:

"a. **Use of Trademarks.** Company may use and display the promotional materials provided by Elavon on Company's premises as may be required or requested by the Payment Networks. Company's use of Visa, MasterCard and Discover Network marks, as well as marks of other Payment Networks, will fully comply with the Payment Network Regulations. Company's right to use all such marks will be terminated upon termination of the Agreement or upon notice by a Payment Network to discontinue such use. Company's use of promotional materials provided by Visa, MasterCard, Discover Network, and/or other Payment Networks will not indicate, directly or indirectly, that Visa, MasterCard, Discover Network, or such other Payment Networks endorse any goods or services other than their own and Company may not refer to Visa, MasterCard, Discover Network or any other Payment Networks in stating eligibility for Company's products or services."

r) **Section (A)(17)(c) Passwords** is revised to read as follows:

"c. **Passwords.** If Company receives a password from Elavon to access any of Elavon's databases or services Company will: (i) keep the password confidential; (ii) not allow any other entity or person to use the password or gain access to

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11/12  
Elavon's databases or services; (iii) be responsible for all action taken by any user of the password that obtained access to the password from Company; and (iv) promptly notify Elavon if Company believes Elavon's databases or services or Company's information has been compromised by use of the password. If Company receives passwords from a third party for products or services related to Transaction processing, Company must protect such passwords in the manner required by such third party and be responsible any losses, costs, or expenses that arise from Company's use or misuse of such third party passwords."

s) Section (A)(18)(b) Governing Law in the United States is deleted.

t) Section (A)(18)(c) Jurisdiction and Venue; Governing Law in Canada is deleted.

u) Section (A)(18)(d) Exclusivity is deleted.

v) Section (A)(18)(f) Assignability is revised as follows:

"f. Assignability. The Agreement may not be assigned by Company, directly or by operation of law, without the prior written consent of Elavon. If Company, nevertheless, assigns the Agreement without Elavon's consent, the Agreement will be binding on the assignee as well as Company. Elavon will not transfer or assign the Agreement without the prior written consent of Company, provided that such consent shall not be required for (i) the assignment or delegation to an affiliate of Elavon, or (ii) the assignment or delegation to any Person into or with which Elavon shall merge or consolidate, or who may acquire substantially all of Elavon's stock or assets."

w) Section (A)(18)(g) Arbitration is deleted.

x) Section (A)(18)(k) Attorney's Fees is deleted.

y) Section (A)(18)(p) Amendments is revised as follows:

"p. Amendments. Except as otherwise provided in the Agreement, amendments to the Agreement shall be in writing and signed by the parties. Notwithstanding the foregoing, Elavon and Member may amend or modify the Agreement, to the extent such changes are required by or attributable to changes in the Payment Network Regulations or other Laws, upon written notice to Company. Elavon or Member will inform Company of such a change in a periodic statement or other written notice, and such change will become effective not less than thirty (30) days following the issuance of the notice. Notwithstanding the previous sentence, changes to fees authorized by the Agreement will be effective upon notice to Company, unless a later effective date is provided."

z) Section (A)(19) Provisions Applicable to Company's Acceptance of Transactions in Canada is deleted but only if Company is not accepting transactions in Canada.

aa) Sections (A)(20)(h) Title; Quiet Enjoyment is replaced as follows:

"h. Title; Quiet Enjoyment. Lessor shall at all times retain title to the Leased Equipment. All documents of title and evidence of delivery shall be delivered to Lessor. Lessee hereby authorizes Lessor, at Lessee's expense, to cause the lease or any statement or other instrument in respect to the lease showing the interest of Lessor in the Leased Equipment including Uniform Commercial Code Financing Statements, to be filed or recorded and/or refiled and rerecorded, and grants Lessor the right to execute Lessee's name thereto. Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose, and agrees to pay or reimburse Lessor for any filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Lessee shall at its expense, protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keep the Leased Equipment free from legal process or encumbrance whatsoever and, shall give Lessor immediate notice thereof and shall be responsible for any loss caused thereby. Lessee agrees to procure for Lessor, such estoppel certificates, landlord's or mortgagees' waiver or other similar documents as Lessor may reasonably request. Provided Lessee is not in default hereunder, Lessee shall quietly use and enjoy the Leased Equipment subject to the terms hereof."

bb) Section (A)(20)(j) Net Lease; Taxes is replaced as follows:

"j. Net Lease; Taxes. Lessee intends the rental payments hereunder to be net to Lessor, and Lessee agrees to pay any applicable sales, use, excise, personal equipment, stamp, documentary and ad valorem taxes, license and registration fees, assessment, fines, penalties and similar charges imposed on the ownership, possession or use of the Leased Equipment during the term of the lease. Lessee shall pay all applicable taxes (except Lessor's federal or state net income taxes) which may be imposed on Lessor or Lessee with respect to the lease payments hereunder or the ownership of the Leased Equipment. Lessee shall pay as additional rent, any applicable taxes documented as paid or advanced by Lessor on behalf of Lessee. Lessee shall file personal equipment tax returns with respect to the Leased Equipment."

cc) Section (A)(20)(k) Indemnity is replaced as follows:

"k. Responsibility of Lessor. As between Lessor and Lessee, Lessee will be responsible for, and at its own expense, defend itself against any and all liability, damage or loss, arising out of the ownership, selection, possession, leasing, operation, control, use, condition, maintenance, delivery and return of the Leased Equipment. The obligations herein provided shall continue in full force and effect notwithstanding the termination of the lease."

dd) Section (A)(20)(p) Remedies is replaced as follows:

"p. Remedies. If an Event of Default shall occur, Lessor may, at its option, at any time (i) declare immediately due and payable and recover from Lessee, as liquidated damages for the loss of a bargain and not as a penalty, an amount equal to all accrued and unpaid rental payments and late charges, taxes, and other fees, plus the Loss Amount; provided, however, that if an Event of Default shall occur as described in Section (A)(20)(o)(iv) through (vi) above, Lessor without any notice or action shall be deemed to have made such a declaration; (ii) automatically charge the DDA for all money amounts owed; (iii) to the extent permitted by applicable Law, without demand or legal process, enter into the premises where the Leased Equipment may be found and take possession of and remove the Leased Equipment, without liability for such retaking; (iv) Lessor may hold, sell or otherwise dispose of any such Leased Equipment at a private or public sale; or (v) exercise any other remedies available under applicable Law. In the event Lessor takes possession of the Leased

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12/12

Equipment, Lessor shall give Lessee credit for any sums received by Lessor from the sale or rental of the Leased Equipment after deduction of the expenses of sale or rental and Lessee shall remain liable to Lessor for any deficiency. Notwithstanding the foregoing, to the extent any software included with the Leased Equipment is nontransferable or its transfer restricted, Lessee agrees that Lessor and/or the licensor of such software shall have no duty to remarket or otherwise mitigate any damages relating to such software.

Lessee shall also be responsible for all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies including all expenses of repossessing, storing, shipping, repairing and selling the Leased Equipment. Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired lease term and, owing to such difficulty, agree that the provisions of this Section represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by Law, and may, to the extent permitted by Law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right to remedy shall operate as a waiver thereof or modify the terms of the lease."

ee) Section (A)(20)(s) Miscellaneous is replaced as follows:

"s. **Miscellaneous.** If Lessee fails to pay any rent or other amount required herein to be paid to Lessor within five (5) days of when due, Lessee agrees to pay Lessor, in addition to the payment, a late charge of 15% of the amount past due (but at least \$7.50) for each late payment. Each month the past due payment remains unpaid, an additional late fee in the amount defined will be assessed. Payments are applied to late fees and service charges first and then to the lease obligation. Amounts shall be payable in addition to all amounts payable by Lessee to Lessor as a result of exercise of any of the remedies herein provided. If Lessee requests any services not provided for herein, Lessee agrees to pay an applicable fee for delivery of such services. Lessee shall inform Lessor of any change in Lessee's name, address, billing address, telephone numbers, location of the Leased Equipment, or DDA. In the event Lessee fails to comply with any provision of the lease, Lessor shall have the right, but not be obligated, to affect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expended by, and all expenses of Lessor in effecting such compliance, shall be deemed to be additional rental, and shall be paid by Lessee at the time of the next monthly payment of rent. All notices under the lease shall be sufficient if given personally or mailed postage prepaid to the party intended at the respective address set forth herein, or at such other address as said party may provide in writing from time to time. The lease inures to the benefit of and is binding upon the personal representatives, successors and assigns of the parties hereto. Time is of the essence of the lease. Lessor and Lessee intend the lease to be a valid and subsisting legal instrument, and agree that no provision of the lease that may be deemed unenforceable shall in any way invalidate any other provision or provisions of the lease, all of which shall remain in full force and effect. The lease shall be binding when accepted in writing by Lessor and shall be governed by the laws of the state where the Leased Equipment is located."

ff) Section (A)(20)(t) Important Information about Credit Reporting is deleted.

#### Section B – Electronic Check Services (ECS)

2) The following provisions are hereby inserted into the TOS, as indicated, for Companies using the Electronic Check Services and operating under the Agreement.

a) Section 16 is replaced as follows:

"16. Company's Agreement and use of the ECS may be terminated immediately by Elavon (i) for Company's failure to comply with the terms of the TOS, the Agreement or Laws, or (ii) in the event that Elavon stops offering the ECS to new Elavon customers, and such termination shall not constitute a breach of the Agreement."

b) Section 17 is added as follows:

"17. Effective March 1, 2020, (i) either Elavon or Company may terminate the ECS at any time upon 30 days' prior written notice to the other party, and such termination shall not constitute a breach of the Agreement, and (ii) Elavon may, at its option, transition Company to a new program offered by Elavon that provides services similar to the ECS."