



Merchant Agreement

Merchant Name _____
 Merchant DBA name (if different from above) _____
 Business Form: Sole Proprietor Partnership Corporation Medical or Legal Association
 Association/Estate/Trust Tax Exempt Organization Govt (Fed/State/Local) International Organization
 Limited Liability Company Other (specify) _____

Business/Mailing Address: _____ U.S. Bank National Association
 _____ Merchant Payment Services
 _____ FBTT0410
 _____ 1010 South 7th Street
 _____ Minneapolis, MN 55415

Merchant Information

Telephone Number _____ - _____ ext. _____ Depository Bank Name _____
 Federal Tax ID Number _____ Designated Account Number _____
 State Tax ID Number _____ Transit/ABA Number _____

A. Card Acceptance Information **Initial** _____ **B. Anticipated Qualification Level**
 Monthly Sales Volume _____ Average Ticket Amount _____ Retail Qualified DM/MOTO* Qualified
 Visa®/MasterCard® \$ _____ \$ _____ Lodge/Car Rental Qualified Touch-Tone
 *Direct Marketing/Mail Order Telephone Order

C. Processing Method Electronic Draft Capture Touch-Tone **D. Network Vendor** _____

E. Fee Options (Based on Anticipated Qualification Level identified above. Fees will vary for transactions not qualifying at the level indicated.)

1. **Merchant Discount Fees**
 (a) Discount Rate (%) Visa 1.81 MasterCard 1.85 JCB 2.5%
 (b) Per Item Fee (\$) .10 .10

2. **Authorization Fees (per transaction)** Voice Authorization \$ 1.25 Debit Fees \$ 0.75

*Electronic Check Processing (ECP)

Electronic Authorization	Visa	MasterCard	JCB	Discover®	American Express®	Diners Club®	ECP* Per Item	ECP* Returned Items	Other
(1) Per Transaction	\$ 0.15	\$ 0.15	\$	\$ 0.15	\$ 0.15	\$	\$	\$	\$

3. **Other Fees** *Monthly*

	Application Fee	ACH Fee	Chargeback Fee (per item)
Monthly Minimum Processing	\$40.00	\$ 0	\$ 15
Equipment Programming Fee	\$ 15.00	C.A.R.E. Set Up Fee \$ 0	Internet Set Up Fee \$ 0
Training Fee	\$ 0	C.A.R.E. User Fee \$ 0	Internet Monthly Fee \$ 0
Statement Fee	\$ 0	C.A.R.E. Monthly Fee \$ 0	\$
	\$ 5.00	ECP* Net Fees \$ 0	\$

F. Merchant Representations and Certifications

The applicant merchant ("Merchant") and its representatives(s) represent and certify that all information provided and all statements made in this Merchant Agreement and/or Application are true, complete and accurate and agree to notify U.S. Bank National Association ("U.S. Bank") of any important changes in the facts set forth in this Merchant Agreement. Each undersigned authorized representative of Merchant certifies by signing below, that representative: 1) is authorized to enter into this Merchant Agreement on behalf of Merchant; 2) has received and read the U.S. Bank Merchant Terms of Services (the "MTOS"); and 3) acknowledges on behalf of Merchant that the MTOS is hereby incorporated into this Merchant Agreement by this reference. Merchant certifies that the total percentage of its transactions which are mail order, telephone order or pre-authorized will be: 0% Less than 10% Over 10% (indicate appropriate percentage)

If accepted into the merchant program by U.S. Bank, Merchant agrees to abide by the terms and conditions set forth in the MTOS, the Merchant Processing Guide and this Merchant Agreement, as they may be amended by U.S. Bank from time to time. Merchant and each of its representatives hereby authorize U.S. Bank, prior to U.S. Bank's acceptance of this Merchant Agreement, and, if it is accepted, from time to time thereafter, to investigate the individual and business history and background of Merchant, each such representative and any other officers, partners, proprietors and/or owners of Merchant, and to obtain credit reports or other background investigation reports on each of them bearing upon their financial responsibility or acceptability for participation in U.S. Bank's merchant programs. Merchant and each of its undersigned representatives agree that all business reference, including without limitation banks, may release any and all credit and financial information to U.S. Bank. Merchant further agrees and acknowledges that any information provided in connection with this Merchant Agreement and all other relevant information may be supplied by U.S. Bank to its affiliates.

Signature _____ Name _____ DOB: _____
 Name & Title _____ Address (home) _____
 SSN # _____ Date _____ Phone (home) _____

PERSONAL GUARANTY: To induce and in consideration of U.S. Bank's acceptance of Merchant into U.S. Bank's merchant program, the undersigned Individual Guarantor unconditionally guarantees performance of Merchant's obligations and of all amounts due from Merchant in connection with this Merchant Agreement and the U.S. Bank Merchant Terms of Service, as they may be amended from time to time by U.S. Bank, and in the event of Merchant's default, Individual Guarantor hereby waives notice of default and agrees to indemnify U.S. Bank against any losses incurred thereby.

Individual Guarantor's Signature _____ Date _____
 Name _____

ACCEPTED: U.S. BANK NATIONAL ASSOCIATION

Signature _____ Date _____ Name & Title _____