

**MERCHANT APPLICATION**



Merchant # \_\_\_\_\_

New Location  Additional Location

**1434 Elliott Avenue W • Suite C • Seattle, WA 98119**

**Tel: 1-877-388-5906 • Fax: 206.428.7102**

**► Business Information**

Legal Name:			Name of Account (Doing Business As):		
Legal Address:			Physical Street Address (No P.O. Box):		
City:	State:	Zip:	City:	State:	Zip:
Phone #: ( )	Contact:	DBA Phone #: ( )			
Must Choose One Mailing Address: <input type="checkbox"/> DBA Address <input type="checkbox"/> Legal Address		E-Mail Address:		Website Address: www.	
Federal Tax #	# of Locations	Years in Business	Years Owned Business		
Place of Legal Formation:			Country of Primary Business Operations:		
Bank Reference:			Contact:	Phone #: ( )	

**► Owners or Officers • Individual Ownership Must be Equal to or Greater than 50%**

Name:	Title:	Date of Birth:	Applicant's SS #:	% Equity Ownership:	
Residence Address:		City:	State:	Zip:	# Years:
US Government Issued ID#:	Type of ID:	Expiration Date:	Country of Citizenship (if not US):	Home Phone: ( )	
Name:	Title:	Date of Birth:	Applicant's SS #:	% Equity Ownership:	
Residence Address:		City:	State:	Zip:	# Years:
US Government Issued ID#:	Type of ID:	Expiration Date:	Country of Citizenship (if not US):	Home Phone: ( )	

**► Business Profile**

Type of Ownership:  Sole Proprietor  Assoc/Estates/Trusts  Joint Venture  Government Corporation (Privately Traded)  Corporation (Publicly Traded)  Medical or Legal Corp  Partnership  Tax Exempt Org  Single Member LLC  Multi Member LLC  Civic Assoc  Limited Partnership  Political Org  Other: \_\_\_\_\_

Type of Goods or Services Sold: \_\_\_\_\_ SIC Code: \_\_\_\_\_

Do you currently accept Discover/Visa/MasterCard?  Yes  No  
(If yes, you should submit 3 current months' statements.)

Name of Current Processor: \_\_\_\_\_

Has Merchant or any associated principal disclosed below filed  Yes Date: \_\_\_\_\_  
bankruptcy or been subject to involuntary bankruptcy?  No

**► Sales Profile**

Merchant Type: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Lodging <input type="checkbox"/> Service <input type="checkbox"/> Internet <input type="checkbox"/> Home Based <input type="checkbox"/> Other	Discover/Visa/MasterCard Sales Profile (Be Accurate):	
	Card Swipe	%
	Manual Key Entry with Imprint, Card Present	%
	Mail Order/Telephone	%
	Internet	%
Total =		100%

**► Business Trade Suppliers • List Two**

Name:	Address:	Contact:	Phone #: ( )
Name:	Address:	Contact:	Phone #: ( )

**► Merchant Site Survey Report • To Be Completed by Sales Representative**

Merchant Location:  Retail Location with Store Front  Office Building  Internet  Residence  Other \_\_\_\_\_

Area Zoned:  Commercial  Industrial  Residential Square Footage:  0-250  251-500  501-2,000  2,001+

Does the amount of inventory and merchandise on shelves and floor appear consistent with this type of business?  Yes  No  
If No, explain: \_\_\_\_\_

The Merchant:  Owns  Leases the Business Premises Landlord Name & Phone #: \_\_\_\_\_

Further Comments by Inspector (Must Complete) \_\_\_\_\_

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and Inspected by: \_\_\_\_\_ Office #: \_\_\_\_\_ Representative #: \_\_\_\_\_ Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

X X

**Discover / Visa / MasterCard Standard Retail / High Risk Retail Rates**

VS/MC/DSC Merchant Chooses to accept the following:  
 VS/MC/DSC Discount (Other Cards) Discount Rate: \_\_\_\_\_ %  
 VS/MC/DSC rate for debit cards: \_\_\_\_\_ %  
 Discover Card Discount Rate: \_\_\_\_\_ %  
 Amex Discount Rate: \_\_\_\_\_ %

**VS / MC / DSC Fees**

VS/MC Transaction Fee: \_\_\_\_\_ Per Item  
 Non-Bankcard Transaction Fee: \_\_\_\_\_ Per Item  
 Statement Fee: \_\_\_\_\_ Monthly  
 VIMAS Online Service: \_\_\_\_\_ Monthly  
 Monthly Minimum: \_\_\_\_\_ Monthly  
 Annual Fee: \_\_\_\_\_ Per Year  
 Debit Transaction Fee Plus Network Fees: \_\_\_\_\_ Per Item  
 EBT Transaction Fee: \_\_\_\_\_ Per Item  
 EBT Statement Fee: \_\_\_\_\_ Monthly  
 Batch Fee: \_\_\_\_\_ Per Batch  
 Manual Imprinter: QTY: \_\_\_\_\_ One Time  
 Chargeback Fee: \_\_\_\_\_ Per Item  
 ACH Reject Fee: \$25.00 Per Item  
 Retrieval Fee: \$5.00 Per Item  
 Voice Authorization Fee: \$0.95 Per Call  
 Gateway Access Fee: \_\_\_\_\_ Monthly  
 AVS Surcharge: \_\_\_\_\_ Per Item  
 Early Termination Fee: \_\_\_\_\_ One Time  
 Others (please specify): \_\_\_\_\_

**Mail / Phone / Internet / Touchtone Rates**

VS/MC/DSC Merchant Chooses to accept the following:  
 VS/MC/DSC Discount (Other Cards) Discount Rate: \_\_\_\_\_ %  
 VS/MC/DSC rate for debit cards: \_\_\_\_\_ %  
 Discover Network Card Discount Rate: \_\_\_\_\_ %  
 Amex Rate: \_\_\_\_\_ Monthly

**VS / MC / DSC Fees**

VS/MC Transaction Fee: \_\_\_\_\_ Per Item  
 Non-Bankcard Transaction Fee: \_\_\_\_\_ Per Item  
 Statement Fee: \_\_\_\_\_ Monthly  
 VIMAS Online Service: \_\_\_\_\_ Monthly  
 Monthly Minimum: \_\_\_\_\_ Monthly  
 Annual Fee: \_\_\_\_\_ Per Year  
 MOTO/Internet Surcharge: \_\_\_\_\_ Per Item  
 AVS Surcharge: \_\_\_\_\_ Per Item  
 Batch Fee: \_\_\_\_\_ Per Batch  
 Manual Imprinter: QTY: \_\_\_\_\_ One Time  
 Chargeback Fee: \_\_\_\_\_ Per Item  
 ACH Reject Fee: \$25.00 Per Item  
 Retrieval Fee: \$5.00 Per Item  
 Voice Authorization Fee: \$0.95 Per Call  
 Gateway Access Fee: \_\_\_\_\_ Monthly  
 Early Termination Fee: \_\_\_\_\_ One Time  
 Others (please specify): \_\_\_\_\_

1) I/we understand and agree to the following: that my/our discount rate as stated above will be charged on all electronically authorized payment card transactions that are in batches closed daily (qualified rate);  
 2) and that all payment card transactions that do not meet the requirements stated in number 1 above may be charged up to 2.19% + \$0.10 higher than my/our discount rate. Discover/Visa/Mastercard business transactions may be charged up to 2.19% + \$0.10 above qualified rate  
 3) Pass-through Association fees include Visa Acquirer Processing Fee, Visa Misuse of Auth Fee, Visa International Service Assessment Fee (ISA), Visa Zero Floor Limit Fee, Visa International Acquirer Fee, MC Acquirer Program Support Fee, MC Cross Border Fee, and the MC Network Access and Brand Usage (NABU) Fee.  
 Do you use any third party to store, process or transmit cardholder data?  Yes  No (Examples include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs)  
 If Yes, give name/address: \_\_\_\_\_  
 Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: \_\_\_\_\_

**Merchant Benefits Club**

Yes, I want to participate in the optional Merchant Benefits Club which includes equipment support and replacement for an additional \$14.99 per terminal per month. Initials: X

**American Express**

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 Gravity Payments 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 Gravity Payments 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 Gravity Payments 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 Gravity Payments 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.  
 Signature: X Date: \_\_\_\_\_

**Debit/Credit Authorization • Include a voided check or bank letter verifying bank account information.**

Merchant authorizes Processor or Bank to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account and to and from any other account for which Processor or Bank are authorized to perform such functions under the Merchant Processing Agreement, for the purposes set forth in the Merchant Processing Agreement. This authorization extends to such entries in said account concerning lease, rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees and amounts due for supplies and materials. This Automated Clearing House authorization cannot be revoked until all Merchant obligations under this Agreement are satisfied, and Merchant gives Gravity Payments written notice of revocation.

**DDA:**  
**INVESTIGATIVE CONSUMER REPORT:** An investigative or consumer report may be made in connection with application. MERCHANT authorizes BANK or any of its agents to investigate the references provided or any other statements or data obtained from MERCHANT, from any of the undersigned individual credit or financial responsibility. You have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested.

**AVERAGE TICKET SIZE:** \_\_\_\_\_ **AVERAGE MONTHLY VOLUME:** \_\_\_\_\_

Each person certifies that the average ticket size and sales volume indicated is accurate and agrees that any transaction or monthly volume that exceeds either of the above amounts could result in delayed and/or withheld settlement of funds. Also, see paragraphs 4c and 13b of the MERCHANT Processing Agreement regarding suspension and termination of MERCHANT.

**IMPORTANT NOTICE:** All information contained in this application was completed, supplied and/or reviewed by the undersigned Merchant. Processor shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of Processor and/or Wells Fargo, N.A. By signing below you are agreeing to the provisions stated within this merchant application, on the reverse side (the Merchant Agreement) and acknowledge receipt of the merchant operating guide. Those provisions must be read before signing. By signing below, you agree to the terms on the front and back of this MERCHANT Processing Agreement and the merchant operating guide. You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time.

**Individual Guaranty • No Titles**

As a primary inducement to Processor and Bank to enter into this Agreement, the undersigned Guarantor(s), by signing this Agreement, jointly and severally, unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Processor and Bank under this Agreement or any other agreement currently in effect or in the future entered into between Merchant or its principals and Processor or Bank, as such agreements now exist or are amended from time to time, with or without notice. Guarantor(s) understands further that Processor or Bank may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity responsible to it or any security held by Processor and Bank or Merchant. This guaranty will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of Processor and Bank. Guarantor(s) understand that the inducement to Processor and Bank to enter into this agreement is consideration for the guaranty, and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty.

**AGREED AND ACCEPTED**

X  
 #1 From Application - Signature \_\_\_\_\_ Date \_\_\_\_\_  
 X  
 #2 From Application - Signature \_\_\_\_\_ Date \_\_\_\_\_

**For All Businesses • Business Resolution**

The indicated officer(s) identified in numbers 1 and/or 2 below have the authorization to execute the MERCHANT Processing Agreement on behalf of the here within named business. **MERCHANT UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY BANK AND A MERCHANT NUMBER IS ISSUED.**

Print Legal Name of Merchant Business \_\_\_\_\_  
 X  
 #1 From Application - Signature \_\_\_\_\_ Date \_\_\_\_\_  
 X  
 #2 From Application - Signature \_\_\_\_\_ Date \_\_\_\_\_  
 X  
 Accepted by Processor \_\_\_\_\_ Date \_\_\_\_\_  
 X  
 Accepted by Wells Fargo, N.A. \_\_\_\_\_ Date \_\_\_\_\_