

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

Meeting Date: August 22, 2011

Public Hearing Ordinance Resolution Motion

Item: #20110113 - Merchant Card Services

Recommended Action:

Waive bidding equal to or lower than existing contract, Chapter 35.06 and terminate our existing Agreement with Bank of America and enter into an agreement with Velocity Processing to provide Merchant Card Services thru Wells Fargo Bank for the City.

Exhibits: Department memo attached
Copy of Wells Fargo Application.
Velocity Letter of Intent

Summary Explanation/Background Information:

In changing our current Agreement from Bank of America to Wells Fargo Bank for the Merchant Card Services the City will save approximately \$15,000 annually, \$47,000.00 over the next 3 years and \$81,000.00 over the next 5 years. This is a significant savings to the City, and is necessary for the continued use of the City's Merchant Card Program. This is the program where the citizens pay their utility bills, permits and misc. to City programs. There is no cost associated with this agreement.

Expenditure: N/A

Director of OMB concurs with award. 

City Manager concurs with award. 

Submitted by: Cheryl Shanaberger 

Title: Deputy Director of OMB

Date Submitted: August 11, 2007

RECEIVED

AUG 15 2011

City Clerk's Office

MEMORANDUM

To: City Council
From: Jerry Bentrrott, City Manager
Date: August 8, 2011
Re: Merchant Card Services

Pursuant to Section 35.06, equal to or lower than State Contract, it is recommended that the Council approve using Wells Fargo Bank to provide Merchant Card Services for the City.

At this time, the City is using Bank of America under the State of Florida Contract as the processor for credit and debit card services for Utilities, Parks and Recreation, Civic Center and Building Department. The current processor does not allow for customized statements or architecture changes to provide savings. There is no cost to the City for this change and the departments procedures and processes will remain the same. Only Finance will see a difference in the statements that will result in a savings of \$15,000.00 in actual dollars and also staff time and effort will be reduced.

Therefore, it is recommended that the City council in accordance with Section 35.06, equal to or lower than State Contract, approve using Wells Fargo Bank to provide Merchant Card Services for the City.

/CAS



19495 Biscayne Blvd. / Suite 609 / Aventura, Florida 33180

tel. 305.917.7000 / fax. 305.405.2000

Velocity Processing is a registered ISO/MSP of Wells Fargo Bank NA, Walnut Creek, CA.

LETTER OF INTENT

City of Port St. Lucie
Cheryl Shanaberger, Deputy Director
Office of Management and Budget
121 Southwest Port St. Lucie Blvd
Port St. Lucie, FL 34984

August 8, 2011

To Whom It May Concern:

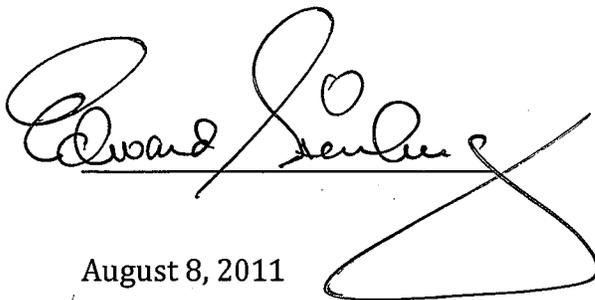
Velocity Processing, LLC, a Florida based limited liability corporation (EIN 262650253) will provide the credit card processing services for the City of Port St. Lucie. We have already performed a comprehensive analysis of the existing merchant accounts and will be involved in expense reduction, education and training, account customization, expanded payment solutions, and labor utilization.

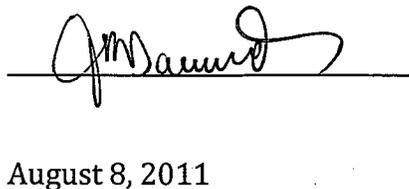
Moreover, Velocity Processing will provide the City of Port St. Lucie with ongoing customer and technical support, including proactive reviews of the accounts. There will be no conversion expenses charged by Velocity Processing for the changeover, and the implementation process shall be completed no later than Monday, October 31, 2011.

Sincerely,

Edward Steinberg, Chairman

Jeff Davidson, CEO


August 8, 2011


August 8, 2011

Velocity Processing References

- Wometco Enterprises Inc.
Mr. Arthur Hertz (305) 529-1403
Owner, CEO

Newslink (305) 594-5754
Mr. Omar Curiel
Chief Technology Officer

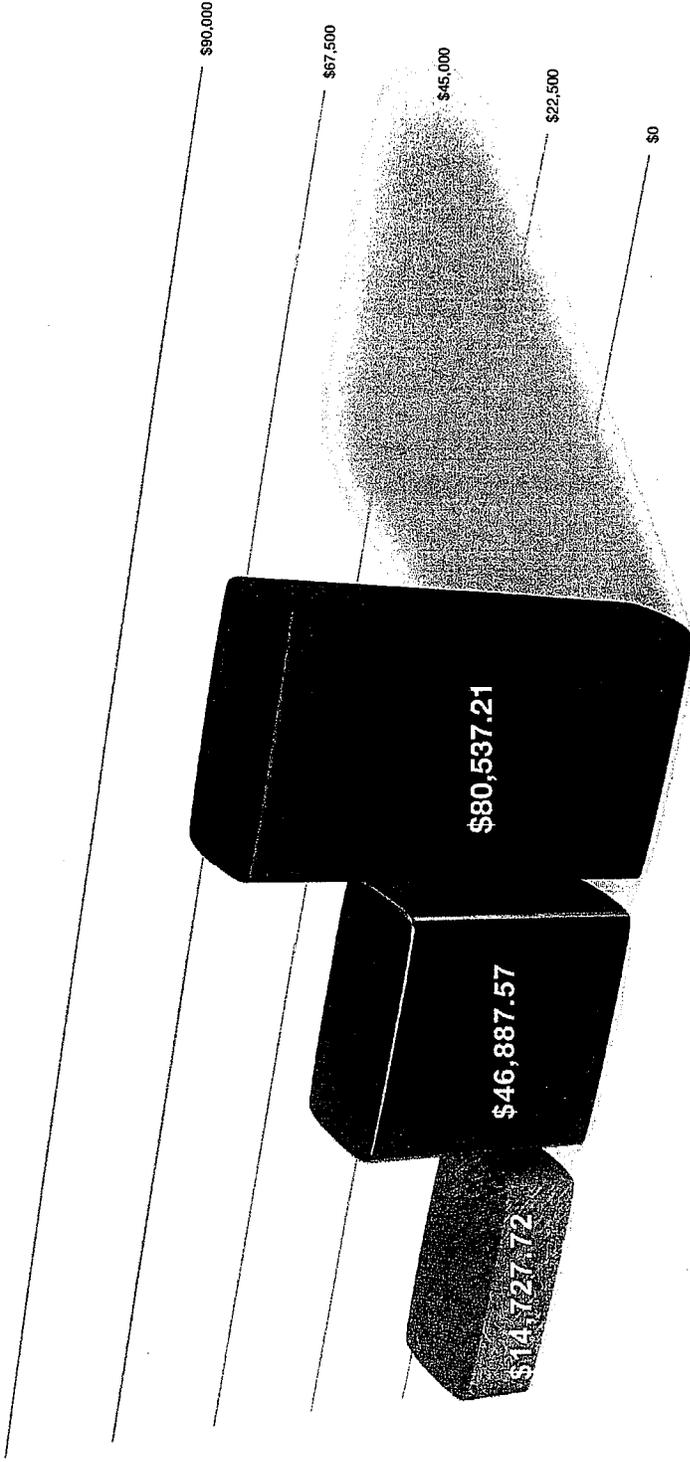
iPayment References

- Energy Services Pensacola
- Crisp County Power Commission
- Hillsdale Board of Public Utility



Annual Savings \$14,727.72
3 Year Savings *** \$46,887.57
5 Year Savings *** \$80,537.21

City of Port St. Lucie



■ Annual Savings
■ 3 Year Savings
■ 5 Year Savings

*** 3 Year and 5 year Savings are calculated using a 3% CPI (Consumer Price Index)



OFFICE: 305.917.7000
SUPPORT: 800.935.5961
FAX: 305.405.2000
HABLAMOS ESPAÑOL

ELECTRONIC PAYMENT PROCESSING. REDEFINED.

• Services Provided

- Comprehensive Analysis
- Account Customization
- Education & Training
- Cash Improvement
- Account Visibility
- Risk Management
- Expanded Payment Solutions
- Organization Growth
- Labor Utilization
- Ongoing Support

Velocity Processing is a registered ISO/MSP of Wells Fargo Bank NA, Walnut Creek, CA. American Express® and Discover® require a separate approval.



MERCHANT PROCESSING APPLICATION

20110113
P.O. Box 3429
Thousand Oaks, CA 91359
Tel: (800) 554-4777

PLEASE PRINT LEGIBLY AND FILL OUT COMPLETELY

Representative Name _____ # _____ Sales Office # _____ Phone # _____

GENERAL INFORMATION	Merchant's Legal Business Name: (for Sole Proprietorships, enter Principal's name)		Doing Business As Name:	
	Business Address: (no P.O. Boxes)		City/State/Zip:	County: _____ How Long: _____
	Mailing Address:		City/State/Zip:	Federal Tax ID: <input type="checkbox"/> SSN <input type="checkbox"/> EIN
	Business Phone:		Customer Service Phone:	Business Fax:
	Contact Name:		# of Locations:	Time in Business: _____ Years: _____ Months: _____
	Business E-Mail:		Business Website:	

BUSINESS INFORMATION	Retail Swiped % _____	Merchant Type: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Utility <input type="checkbox"/> Retail w/ Tip <input type="checkbox"/> Lodging <input type="checkbox"/> Petroleum <input type="checkbox"/> Mail/Phone <input type="checkbox"/> Fast Food <input type="checkbox"/> Convenience <input type="checkbox"/> Internet <input type="checkbox"/> QSR <input type="checkbox"/> Public Sector	Type of Ownership: <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt <input type="checkbox"/> Corp. <input type="checkbox"/> Non-Profit <input type="checkbox"/> Trust/Estate/Assn. <input type="checkbox"/> LLC <input type="checkbox"/> Gov't. <input type="checkbox"/> Legal/Medical Corp. <input type="checkbox"/> Other (specify): _____	Business Location: <input type="checkbox"/> Store Front <input type="checkbox"/> Office <input type="checkbox"/> Home <input type="checkbox"/> Other (specify): _____
	Retail Keyed % _____			
	Internet % _____	<input type="checkbox"/> Business to Business: B-2-B _____ % B-2-C _____ %		
	Mail Order % _____			
TOTAL % _____ 100				

Methods of Marketing: (attach examples) <input type="checkbox"/> Newspaper <input type="checkbox"/> Magazine / Catalog <input type="checkbox"/> Internet <input type="checkbox"/> Direct Mail <input type="checkbox"/> Yellow Pages <input type="checkbox"/> TV / Radio <input type="checkbox"/> Outbound Telemarketing	Mail, Telephone or Internet Sales: Who performs product/service fulfillment? <input type="checkbox"/> Merchant <input type="checkbox"/> Vendor/Fulfillment House Vendor/Fulfillment House Information: Name: _____ Address: _____ Phone: _____	Does Merchant use third party to store, process or transmit cardholder data? <input type="checkbox"/> Yes <input type="checkbox"/> No Third Party Information: Name: _____ Address: _____ Phone: _____ Software Used by Third Party: _____
Specific Type of Product(s)/Service(s) Sold: _____		

<input type="checkbox"/> Seasonal Merchant Months Merchant will process: _____	Customer Return Policy: <input type="checkbox"/> Refund w/in 30 days <input type="checkbox"/> Exchange Only <input type="checkbox"/> None <input type="checkbox"/> Other (specify): _____	Number of Days Until Product/Service is Delivered: _____ MasterCard®/Visa®/Discover®/American Express® sales transactions are settled: <input type="checkbox"/> Date of Order <input type="checkbox"/> Date of Shipment <input type="checkbox"/> Other (specify): _____
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PROCESSING HISTORY	Has Applicant ever accepted credit cards before? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, who was your processor? _____	Has Applicant ever had a previous credit card processor terminate its merchant account? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, by whom? _____
	Former Merchant Number(s): _____	Explanation for prior closure (attach additional pages if necessary): _____

PRINCIPAL 1	Name: _____ Social Security Number: _____ % Ownership: _____ Title: _____
	Residential Address: _____ <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ City: _____ State: _____ Zip: _____
	How Long at This Address? _____ Home Phone: _____ Date of Birth: _____ Drivers License Number / State: _____

PRINCIPAL 2	Name: _____ Social Security Number: _____ % Ownership: _____ Title: _____
	Residential Address: _____ <input type="checkbox"/> Own <input type="checkbox"/> Rent _____ City: _____ State: _____ Zip: _____
	How Long at This Address? _____ Home Phone: _____ Date of Birth: _____ Drivers License Number / State: _____

REFERENCE CONTACTS	Bank: _____ Account #: _____ Phone: _____ Contact: _____
	Trade: _____ Account #: _____ Phone: _____ Contact: _____

EQUIPMENT	<input type="checkbox"/> VeriFone <input type="checkbox"/> Hypercom <input type="checkbox"/> Nurit <input type="checkbox"/> Other: _____	<input type="checkbox"/> Printer Model: _____	<input type="checkbox"/> PIN Pad Model: _____	<input type="checkbox"/> Reprogram	
	Additional Terminals:				
	Wireless: <input type="checkbox"/> Cingular <input type="checkbox"/> GPRS <input type="checkbox"/> CDMA	Phone Code for Dial Out: <input type="checkbox"/> None <input type="checkbox"/> "8" <input type="checkbox"/> "9" <input type="checkbox"/> Other: "____"	Terminal Automatic Close: <input type="checkbox"/> Yes <input type="checkbox"/> No Time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM Time Zone: <input type="checkbox"/> Pacific <input type="checkbox"/> Mountain <input type="checkbox"/> Central <input type="checkbox"/> Eastern	Front-end: <input type="checkbox"/> Omaha <input type="checkbox"/> North <input type="checkbox"/> Nashville <input type="checkbox"/> Buypass <input type="checkbox"/> Other: _____	<input type="checkbox"/> Payment Gateway: _____ Shopping Cart: _____ <input type="checkbox"/> Software: _____ Software Version: _____
	Download: Tips: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <input type="checkbox"/> Counter Tip (Before Sale) <input type="checkbox"/> Restaurant Tip (After Sale)		<input type="checkbox"/> Multi-Merchant / Main MID: _____ <input type="checkbox"/> Ethernet/IP File Required		

LEASE	Lease Term: _____ Months	Total monthly lease charge: \$ _____ w/o Tax	This is a non-cancelable lease for the full term indicated.	
	<input checked="" type="checkbox"/> Equipment Service Program (if applicable, see Program Guide)	FDGL Annual Tax Handling Fee: \$10.20	Merchant Initials: _____	
SCHEDULE OF FEES / PROCESSING LIMITS (TO BE COMPLETED BY SALES REPRESENTATIVE)	MCC/SIC: _____	Application Fee: \$ _____	VISA / MC / Discover / American Express	FDR Help Desk Fee: \$3.50 each
	Monthly Sales Processing Limit: \$ _____	Customer Service / Statement Fee: \$ _____ per month	Transaction Fee: \$ 0. _____ per transaction	FDR Asst. Service Fee: \$3.50 each
	Average Ticket: \$ _____	iAccess Fee: <input type="checkbox"/> Single: \$14.95 per month <input type="checkbox"/> Chain: \$30.00 per month	EBT Fee: \$ 0. _____ per transaction	ACH Return Item Fee: \$25.00 each
	Monthly Minimum Discount Fee: \$25.00	Reserve Account Maintenance Fee: \$2.50 per month	WEX / Voyager Transaction Fee: \$ 0. _____ per transaction	ACH Change Fee: \$25.00 each
	Offline-Debit Discount Fees: Qualified Fee: _____ % Mid-Qualified Fee: Qualified + _____ % Non-Qualified Fee: Qualified + _____ %	Debit Card Fees: Access Fee: \$ _____ per month Transaction Fee: \$0. _____ per transaction + network fees	AVS: \$0.10 per inquiry Batch Header: \$0.30 per batch Voice Auth: \$2.00 each	Retrieval Request: \$15.00 each Chargebacks: \$25.00 each
	Credit Card Discount Fees: Qualified Fee: _____ % Mid-Qualified Fee: Qualified + _____ % Non-Qualified Fee: Qualified + _____ %	Interchange + _____ % + Dues and Assessments	Early Termination Fee: Please refer to Paragraph 22.1 of the Merchant Services' Program Guide	Over Limit Fee: 5.00% High Risk Fee: 0.25%
	Offline-Debit and Credit Card Discount Fees disclosed apply to VISA, MasterCard and Discover transactions.	The following fees will be passed through to merchant if applicable: VISA ACQ ISA, APF, Misuse of Auth, Zero Floor Limit, and Int'l Acquiring Fees; MasterCard Acquirer Support, Cross Border, and NABU Fees; and Discover Int'l Processing and Service Fees.	Wireless Fees (per Wireless set-up)	Payment Gateway Fees (per Gateway set-up)
			Set-up Fee: \$ _____ x _____ Monthly Access: \$ _____ x _____ Per Auth Fee: \$ _____	Set-up Fee: \$ _____ x _____ Monthly Access: \$ _____ x _____ Per Auth Fee: \$ _____

Comments: _____

ADDED SERVICE ENROLLMENT			
<input type="checkbox"/> Debit Card Services	<input type="checkbox"/> Electronic Benefits Transfer (EBT) EBT/FNS#	<input type="checkbox"/> WEX / Voyager	
<input type="checkbox"/> Check Services	<input type="checkbox"/> Gift Card Services	<input type="checkbox"/> Lease Services	
CARD ACCEPTANCE			
Accept all MasterCard, Visa, and Discover Transactions (presumed, unless any selections below are checked)			
MasterCard Acceptance: <input type="checkbox"/> Accept MC Credit transactions only <input type="checkbox"/> Accept MC Non-PIN Debit transactions only	Visa Acceptance: <input type="checkbox"/> Accept Visa Credit transactions only <input type="checkbox"/> Accept Visa Non-PIN Debit transactions only	Discover Acceptance: <input type="checkbox"/> Accept Discover Credit transactions only <input type="checkbox"/> Accept Discover Non-PIN Debit transactions only	
See Paragraph 1.9 of the Merchant Services' Program Guide for details regarding limited acceptance.			
AMERICAN EXPRESS® CARD ACCEPTANCE			
Existing American Express (AXP) Merchant Number (if applicable):		Service Requested: <input type="checkbox"/> AXP Direct <input type="checkbox"/> AXP OnePoint®	
<input type="checkbox"/> Discount Rate: _____ % or <input type="checkbox"/> Monthly Flat Fee: \$7.95 (AXP Direct only)	Est. Annual Volume: \$ _____ Est. Average Tkt: \$ _____		
Transaction Fees: Retail* = + \$0.10 per transaction; Restaurant* = + \$0.05 per transaction; Services, Wholesale & All Other = + \$0.15 per transaction	<input type="checkbox"/> Monthly Gross Pay <input type="checkbox"/> Daily Gross Pay		
Pay Frequency (for AXP Direct only): <input type="checkbox"/> 3 Day <input type="checkbox"/> 15 Day <input type="checkbox"/> 30 Day			
*0.30% downgrade will be charged for transactions whenever a Card Not Present (CNP) Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet), is used at unattended Establishments (e.g., customer activated terminals, called CATs), or for which the transaction is key-entered.			
Upon approval by AXP, approval will be for standard program serviced by AXP (AXP Direct) or for full-service program supported by Merchant Service Provider (AXP OnePoint®). Fees disclosed above will be billed by AXP if merchant is under standard program.			Merchant Initials

IMPORTANT - COMPLETE SECTION AND INCLUDE A VOIDED BUSINESS CHECK FROM ACCOUNT

BANK INFORMATION	Bank Name:	Bank Address:	City:	State:	Zip:
	Branch:	Bank Phone:	Contact Name:		
	Transit # (ABA Routing):	Account # (DDA):			

MERCHANT SITE SURVEY *Photograph of business location (interior & exterior) are required. (Completed by Sales Representative)		
Date:	Type of Building:	Square Footage (approximate):
Inspector's Comments:		
I have verified the identification of the above listed principal(s): Sales Representative Signature: _____	Under the penalty of perjury and accountability, I hereby certify I personally conducted this premises inspection described above and hereby certify that this business is legitimate. Inspector's Signature: _____	

The undersigned, and each of them, if more than one, acknowledges and agrees that this Merchant Processing Application ("Application") is to obtain payment settlement services offered by Wells Fargo Bank, N.A. ("Bank"), a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). In order for Merchant to obtain the settlement services described in this Application and as may be selected by Merchant (collectively and individually, as applicable, the "Services"), Merchant must agree to and accept the terms and conditions under which Bank and iPayment (collectively, "Servicers" or "we" or "us") will agree to provide them. Discover is not a bank card network. Bank is not a sponsor of Discover transactions under this Agreement and is not a party to this Agreement insofar as it relates to Discover transactions. The provisions of this Agreement regarding Discover constitute an agreement solely between you and iPayment.

By signing below, the undersigned Merchant (and each individual) hereby acknowledges and confirms that: a.) The terms and conditions that Merchant must agree to and accept to obtain the Services include the terms of this Application together with all terms contained in the Merchant Services' Program Guide ("Program Guide") including any information or terms that are incorporated by reference in the Program Guide, and together contain the terms and conditions of the agreement for the Services (collectively the "Agreement"); b.) You understand that certain terms used in the Agreement (including this Application) are fully defined in the Program Guide, that you have received and reviewed this Agreement including all the documents and information which are incorporated herein by reference, (including the Program Guide which is also available for viewing and/or downloading from the Internet at: www.ipaymentinc.com), that the Agreement sets out the terms and conditions under which Merchant may utilize the Services, and that You have an obligation to promptly contact iPayment and/or the Bank regarding any questions pertaining to any portion of this Agreement; c.) Upon acceptance of this Agreement, it becomes a legally binding contract enforceable against Merchant and with respect to certain provisions, the individual executing this Agreement on behalf of Merchant, who is

making certain representations and promises in his or her personal capacity.

By signing below, the undersigned Merchant warrants and certifies that all information submitted under the Agreement (including the Application) is true, correct, and complete and understands that Bank and iPayment will be relying on such information during the approval process, including in setting the applicable fees, rates, limits and all other terms and conditions. Merchant (and each individual) hereby authorizes Bank and/or iPayment to obtain from third parties financial and credit information relating to Merchant (and each individual) in connection with their determination of whether to accept this Agreement and hereby grants Bank and/or iPayment continuing authority to conduct credit checks and background investigations and inquiries concerning each of the undersigned including, but not limited to, financial, character and business references and Merchant's owner(s) (if Merchant is an entity). Each of the undersigned expressly authorizes Bank and/or iPayment to request and obtain from Consumer Reporting Agencies (Bureaus) consumer and business reports. Each of the undersigned furthermore agrees that all references, including banks and Consumer Reporting Agencies, may release any and all personal and business credit and financial information to Bank and/or iPayment. 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.

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record certain identifying information from any business or individual seeking to open a new account. We are required to obtain this information no matter how the account is opened (e.g., by mail, phone, in-person, or online). We may ask to see your driver's license or other identifying documents. The information requested or obtained by us may include your: name; address (residence for individuals and place of business for non-individuals); date of birth (for individuals); US taxpayer identification number for US citizens or companies (for individuals this is usually a Social Security number); or other forms of government issued identification (for example, a passport or alien identification card) for non-US citizens.

By signing below, you agree, understand and acknowledge that: a.) The Agreement will not take effect unless and until Merchant has been approved by Bank and iPayment and Merchant is assigned and issued a Merchant Account Number; b.) Any alteration, strikeover, or modification to the preprinted text of this Application or any part of the Agreement shall be of no effect whatsoever and at Bank's and iPayment's discretion may render the Agreement invalid; c.) You must select and indicate the category of "Cards" you will accept on the Application and will collectively be referred to as "Cards". You acknowledge and agree that Merchant will be furnished with the services and products described and selected by Merchant in the Application (collectively and individually, as applicable, the "Services") and that Servicers will be the sole and exclusive provider of the Services to Merchant during the term of this Agreement; d.) If Merchant is approved, any cancellation by You of this Agreement within three (3) years from the date of approval or is terminated by Servicers due to an Event of Default by Merchant, will be subject to the applicable early termination fees and Merchant will be charged a fee for such early termination equal to (i) \$350.00 if terminated before completion of the first year of the Term; or (ii) \$250.00 if terminated after completion of the first year of the Term but prior to the end of the third year of the Term (See Section 22.1 of the Agreement - Program Guide). A PCI compliance and data security fee will be assessed to each Merchant annually, which amount will be determined by compliance and security requirements at the time of the fee assessment.

If information is provided in the "American Express® Card Acceptance" section of the Application, then the following shall apply: By signing below, Merchant represents that Merchant has read and is authorized to sign and submit this Application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("AXP Agreement"), and that all information provided herein is true, complete, and accurate. Merchant authorizes iPayment 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 Merchant 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. Merchant authorizes and directs iPayment and AXP and AXP agents and Affiliates to inform Merchant directly, or through the entity above, of reports about Merchant that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. Merchant also authorizes AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. Merchant understands that upon AXP's approval of the Application, the entity will be sent the AXP Agreement and materials welcoming it, either to AXP's program for iPayment to perform services for AXP or in AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). Merchant understands that if the entity does not qualify for the iPayment servicing program, then the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the AXP 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 AXP Agreement.

If Merchant has selected (by checking the appropriate box on the Application) to receive products and/or services offered under one or more of the Third Party Agreements referenced in the Program Guide, they hereby acknowledge and agree that the executed Signature page of the Application shall also serve as a signature page for each of the respective Third Party Agreement(s) and further acknowledge that the Third Parties are relying upon the information contained on the Application all of which are incorporated by reference into the Third Party Agreements. Merchant authorizes iPayment and Bank to share and exchange the information on the Application with the Third Parties and to provide a copy of the executed signature page to the respective Third Party, if requested.

IN WITNESS WHEREOF, the undersigned Merchant has duly executed this Agreement (including the Application) as of the date(s) indicated below, and hereby confirms that Merchant has received a complete copy of the Agreement, including a completed copy of this Application, consisting of pages one (1) through four (4), together with a copy of the Program Guide (the "Agreement").

Applicant/Merchant Legal Name

Applicant/Merchant DBA Name

Authorized Signature Date

Print Name Title

APPROVED/ACCEPTED:

APPROVED/ACCEPTED:

By: Date:

By: Date:

Wells Fargo Bank, N.A. 1200 Montego Way, Walnut Creek, CA 94598

iPayment, Inc. P.O. Box 3429, Thousand Oaks, CA 91359

CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR(S):

Each signer below ("You" or "Your") agrees as follows. You, in Your individual capacity (even though You use a title or other designation with Your signature) unconditionally guarantee and promise to pay to Wells Fargo and iPayment all indebtedness of the Applicant at any time arising under or relating to the Agreement, including the related application and any related agreements or instruments, and any First Data Lease if applicable as well as any extensions, modifications, or renewals thereof. You authorize the Wells Fargo and/or its agent(s) and iPayment to investigate the individual business history of Applicant and each representative signing the Agreement, including Yourself, including investigative credit reports, in order to evaluate acceptability into the Wells Fargo Merchant Services Merchant Program and if accepted, to conduct further investigations from time to time thereafter and to report credit information to others. The obligations hereunder are joint and several and independent of the obligations of the Applicant, and a separate action or actions may be brought and prosecuted against You whether action is brought against Applicant or any other person, or whether the Applicant or any other person is joined in any such action or actions. You acknowledge that this guaranty is absolute and unconditional, there are no conditions precedent to the effectiveness of this guaranty, and this guaranty is in full force and effect and is binding on You in Your individual capacity as of the date you sign this Application, regardless of whether Wells Fargo and iPayment obtains collateral or any guaranties from others or takes any other action contemplated by You. As guarantor, You waive (i) presentment, demand, protest, notice of protest, and notice of nonpayment; (ii) any defense arising by reason of any defense of the Applicant or other guarantor; and (iii) the right to require Wells Fargo to proceed against Applicant or any other guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify You as guarantor of any additional indebtedness incurred by the Applicant, or of any changes in the Applicant's financial condition. You also authorize Wells Fargo and iPayment, without notice or consent, to (a) extend, modify, compromise, accelerate, renew, or otherwise change the terms of the guaranteed indebtedness; (b) proceed against one or more guarantors without proceeding against the Applicant or another guarantor; and (c) release or substitute any part to the indebtedness or this guaranty.

You represent and warrant to Wells Fargo and iPayment that: (a) Wells Fargo and iPayment has made no representation to You as to the creditworthiness of the Applicant; and (b) You have established adequate means of obtaining from the Applicant on a continuing basis financial and other information pertaining to Applicant's financial condition. You agree to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Your risks hereunder, and You further agree that Wells Fargo and iPayment shall have no obligation to disclose to You any information or material about the Applicant which is acquired by Wells Fargo and iPayment in any manner.

You acknowledge and agree that until all obligations subject to this guaranty shall have been paid in full, You shall have no right of subrogation, and You waive any right to enforce any remedy which Wells Fargo and iPayment now has or may hereafter have against the Applicant or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Wells Fargo and iPayment. You agree that this guaranty will be governed by California law; and shall benefit Wells Fargo, iPayment and its successors and assigns.

You understand that this is a Guaranty of payment and not of collection and that Wells Fargo Bank, N.A., Wells Fargo Merchant Services, L.L.C., and iPayment are relying on this Guaranty in entering into the Agreement.

Signature, An Individual

Print Name

Date

Signature, An Individual

Print Name

Date

ASSOCIATION DISCLOSURE

Wells Fargo Bank, N.A. ("Bank") is the Member Bank (Acquirer) named in the Merchant Agreement.

The Bank's mailing address and phone number are:

Wells Fargo Bank, N.A.
Map A0347-023
1200 Montego Way
Walnut Creek, CA 94598
Phone number is: 1-925-746-4172

Important Member Bank Responsibilities:

- (a) The Bank is the only entity approved to extend acceptance of Association products directly to a merchant.
- (b) The Bank must be a principal (signer) to the Merchant Agreement.
- (c) The Bank is responsible for educating merchants on pertinent Visa and MasterCard Rules with which Merchants must comply; but this information may be provided to you by Processor.
- (d) The Bank is responsible for and must provide settlement funds to the merchant.
- (e) The Bank is responsible for all funds held in reserve that are derived from settlement.

The Merchant's name, mailing address and phone number are:

Merchant Name: _____

Merchant Address: _____

Merchant Phone: _____

Some Important Merchant Responsibilities:

- (a) Ensure compliance with Cardholder data security and storage requirements.
- (b) Maintain fraud and chargebacks below thresholds.
- (c) Review and understand the terms of the Merchant Agreement.
- (d) Comply with Association Rules.

The responsibilities listed above **do not supersede** terms of the Merchant Agreement and are provided to ensure that Merchant understands some important obligations of each party. **This Disclosure page must be dated and signed by the Merchant's principal owner or authorized officer, which signature confirms that he/she has reviewed a copy of this document and that Merchant must be (and has been) provided with an executed copy of this Disclosure page at the time it is signed (which Merchant must retain) as well as a copy of the completed Merchant Application executed by Merchant (and Merchant Agreement).**

Sales Representative Name: _____

Merchant's Signature

Merchant's Printed Name

Title

Date