

Sage Payment Solutions

| 3653 THOUSAND OAKS BLVD, WESTLAKE VILLAGE, CA 91362 – 3606 |
| P: 877.514.1400 | F: 877.316.1600 |

MERCHANT PROCESSING APPLICATION

Referral:

Lead Source: None

Sage Payment Solutions is a registered ISO/MSP of BMO Harris Bank N.A. ®

Settlement Bank: BMO Harris Bank N.A.	Auth Network: Visanet/TSYS	Settle Network: Vital
Office: Touch Tone	Office Phone: 8775141400	Application ID: 149047
Application Date: 6/4/2013 6:09:02 PM	Contractor Name: ClubRunner	Association: Touch Tone IP

General Information			
Type of Ownership: Tax Exempt (501c)	Business Open: 12/31/1900	Existing MID:	
Legal Business Name:		Business Name:	
Mailing/Billing Address:		Location Address:	
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____		
Phone: _____ Fax: _____	Phone: _____ Fax: _____		
Contact: _____ Email: _____	Customer Service Number:		
D & B:	Web Site:		
Number of Locations:			

Tax Information			
Name (as it appears on your Federal Tax Return):			
Federal Tax ID:	State Filed: NA	Type of Ownership:	Tax Exempt (501c)

I CERTIFY THAT I AM A FOREIGN ENTITY / NON-RESIDENT ALIEN
 I CERTIFY THAT I AM PROVIDING AUTHORIZATION FOR THE ELECTRONIC ISSUANCE OF IRS FORM 1099

Owner/Officer 1	0%	Owner/Officer 2	0%
Name:		Name:	
Title:		Title:	
Address:		Address:	
City: _____ State: _____ Zip: _____		City: _____ State: _____ Zip: _____	
Phone: _____		Phone: _____	
Email:		Email:	
SSN: 999999999 DOB: _____		SSN: 999999999 DOB: _____	

Disclosure

Member Bank (Acquirer) Information	
Acquirer Name:	BMO Harris Bank N.A
Acquirer Address:	150 N. Martindale Rd Suite 900
Acquirer City:	Schaumburg
Acquirer State, Zip:	IL, 60173
Acquirer Phone:	(847) 240-6600

- Important Member Bank (Acquirer) Responsibilities**
1. A Discover/Visa/MasterCard Member is the only entity approved to extend acceptance of Discover/Visa/MasterCard products directly to a merchant.
 2. A Discover/Visa/MasterCard Member must be a principal (signer) to your Merchant Agreement.
 3. The Discover/Visa/MasterCard Member is responsible for educating Merchant on the pertinent Discover/Visa/MasterCard Operating Regulations with which the Merchant must comply.
 4. The Discover/Visa/MasterCard Member is responsible for and must provide settlement funds to the merchant.
 5. The Discover/Visa/MasterCard Member is responsible for all funds held in reserve that are derived from settlement.

Merchant Information	
Merchant Name:	_____
Merchant Address:	_____
Merchant City:	_____
Merchant State, Zip:	_____
Merchant Phone:	_____

- Important Merchant Responsibilities**
1. Ensure compliance with cardholder data security and storage requirements
 2. Maintain fraud and chargeback thresholds.
 3. Review and Understand the terms of the Merchant Agreement
 4. Comply with Discover/Visa/MasterCard Operating Regulations.

THE RESPONSIBILITIES LISTED ABOVE DO NOT SUPERCEDE TERMS OF THE MERCHANT AGREEMENT AND ARE PROVIDED TO ENSURE THE MERCHANT UNDERSTANDS SOME IMPORTANT OBLIGATIONS OF EACH PARTY AND THAT THE DISCOVER/VISA/MASTERCARD MEMBER (ACQUIRER) IS THE ULTIMATE AUTHORITY SHOULD THE MERCHANT HAVE ANY PROBLEMS.

X _____ X _____
 MERCHANT SIGNATURE MERCHANT PRINTED NAME & TITLE DATED

Merchant Agreement

PLEASE NOTE The complete Merchant Agreement includes this application and the terms and conditions on eight (8) additional pages.



Underwriting Profile

Type Of Business: MOTO Seasonal: False Seasonal High Months:

Business Description:

Return Policy: Other Days Until Product Delivery: 0

Monthly Volume:	\$10,000.00	Method of Sales		% of Products Sold	
Average Ticket:	\$100.00	Card Present Swiped	0%	Consumer Sales	50%
Highest Ticket:	\$1,000.00	Card Present keyed	20%	Business Sales	50%
Discount Paid:	Monthly	Card Not Present	80%	Government Sales	0%

MOTO Internet Questionnaire

Please explain your billing / delivery policy:

Full payment upfront with _____ days until product / service delivery.

Partial payment required up front with _____ % and within _____ days until final product / service delivery.

Payment received after product / service is provided.

If product / service delivery requires recurring billing, please explain available billing options:

Monthly Quarterly Semi-Annually Annually

Authorization to ACH (Checking accounts only . Must include voided business check for each account)

Bank Name: Phone: City: State: Zip:

Depository Routing #: Account #: Fees Routing #: Account #:

Interchange

Cost Plus (CP) Interchange at pass-through (IPT) FANF CP/CNP (Varies*)

* FANF CP and FANF CNP are based on prior month's Visa CNP volume, number of locations processing Visa and Tax ID. For further information on the FANF and MSP Network Fee, please go to www.merchantnetworkfee.com.

Accept?	Card Type	Rate 1	Qualification Exceptions (If Applicable) Rate 1 Plus
<input checked="" type="checkbox"/>	Visa	2.490%	ChkCrd = \$0.00, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, Int'lNonStd = 1.150% + \$0.20, Bus = 1.650% + \$0.00, APF = 0.000%
<input checked="" type="checkbox"/>	MasterCard	2.490%	ChkCrd = \$0.00, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, Int'lNonStd = 1.450% + \$0.20, Bus = 1.650% + \$0.00, NABU = 0.000%
<input checked="" type="checkbox"/>	Discover	2.490%	ChkCrd = \$0.00, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, Int'lNonStd = 1.150% + \$0.20, Bus = 1.650% + \$0.00

American Express

Industry: Services, Wholesale & All Other

Discount Rate: 2.89% Transaction Fee: \$0.15

Prepaid Discount Rate: 1.95% + Transaction Fee: \$0.00

ESA Monthly Flat Fee: \$7.95*

*American Express Flat Fee applies to ESA only if Internet, MOTO or Home Based for volume under \$5000. Over \$5000 the appropriate industry discount rate will replace the mandatory Flat Fee.

"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 Sage Payment Solutions 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 from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Sage Payment Solutions and AXP and AXP agents and Affiliates to inform me directly, or inform the entity above, about the contents 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 on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. I understand that upon AXP's approval of the application, the entity will be provided with the Agreement and materials welcoming it either to AXP's program for Sage Payment Solutions to perform services for AXP or to 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 Sage Payment Solutions servicing program that 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."

INITIAL : _____

Authorization Fees		Other Entitlements		
Type	Per Item Fee	Card Type	Status	Account
Visa/MasterCard	0.25	American Express	New	
Discover	0.25	Discover	New	
Pin Debit	0.75	JCB	None	
EBT	0.00	Carte Blanche	None	
American Express	0.25			
Carte Blanche	0.00			
JCB	0.00			
ARU	1.00			
Voice Auth	1.00			

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Startup Fees			Monthly Fees		Miscellaneous Fees	
Description	Qty	Price	Fee Description	Amount	Fee Description	Amount
Sage Virtual Terminal	1	0.00	Statement	5.00	Visa Acquirer Processing Fee	0.02
Standard Shipping/1-3 Day	1	0.00	Monthly Minimum	5.00	MasterCard Network Access & Brand Usage	0.02
WELCOME KIT	1	0.00	Gateway Access	5.00	American Express Cross Border	0.004
Total:	3	0.00			Chargeback	25.00
					Signature Plan %	2.49
					Complimentary Online Reporting	0.00
					Assessments (Visa / MasterCard) %	0.11
					Assessments (Large Ticket)(1K and above MC only) %	0.13
					Assessments (Discover) %	0.105
					Discover Data Usage Fee	0.02

Collection of Startup Fees will be via ACH - Merchant drafted by Sage Payments

Equipment	
Terminal/Software Type	Terminal Program
Sage Virtual Terminal	VAR / STAGE

Certification and Agreement

By signing below, the merchant named: (1) certifies to Sage Payment Solutions that he/she is authorized to sign this agreement; (2) certifies that all information and documents submitted in connection with this application are true and complete; (3) authorizes bank or its agent to verify any of the information given, including credit references, and to obtain credit reports (including a spouse if in a community property state); (4) has read, agreed to, and acknowledges receipt of the terms and conditions of the merchant processing agreement, attached hereto and incorporated herein by reference. The terms and conditions and this application constitute the entire integrated merchant processing agreement by and between merchant, Sage Payment Solutions and bank; (5) agrees that merchant and each transaction submitted to bank will be bound by the agreement in its entirety; and (6) agrees that merchant will submit transactions to bank only in accordance with the information in this application and will immediately inform Sage Payment Solutions in writing at the address above if any information in this application changes. The agreement will become effective only when signed by bank and Sage Payment Solutions. Merchant further acknowledges that, as used in this paragraph, "bank" means the banking institution indicated by appropriate mark in one of the check boxes located at the top of the first page of this document.

By signing below, I represent that the information I have provided on the Application is complete and accurate and I authorize American Express Travel Related Services Company, Inc (American Express) to verify the information on this Application and to receive and exchange information about me, including, requesting reports from consumer reporting agencies. If I ask American Express whether or not a consumer report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express' approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to such business entity along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, you agree to be bound by the Terms and Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day , _____

Merchant:	By: _____	By: _____
	<i>Merchant Principal or Corporate Officer</i>	<i>Merchant Principal or Corporate Officer</i>
	_____	_____
	<i>Print Name</i>	<i>Print Name</i>
Accepted by Bank:	By: _____	
Accepted by Sage Payment Solutions:	By: _____	

Personal Guaranty

In consideration of Bank and Sage Payment Solutions' acceptance of the Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank and Sage Payment Solutions under the Agreement, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify Bank and Sage Payment Solutions for all funds due from Merchant pursuant to the terms of the Agreement. This is a guaranty of payment and performance and not of collection, and in no case will Sage Payment Solutions be required to attempt collection from Company or pursue any other remedy or action before collection from Guarantor. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant and all other rights and defenses available to Guarantor under applicable law, including California Civil Code Sections 2787 to 2856, inclusive (or any similar suretyship laws), and further waives any and all rights, defenses or notices arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance thereunder is due, and / or any change in any interest or discount rate or fee thereunder. Guarantor confirms that Guarantor, collectively or individually, is an officer or shareholder to the Merchant and party to the Agreement, and unconditionally and specifically authorizes Bank, or its authorized agent, to debit any overdue fees, costs, chargebacks, fines, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank or Sage Payment Solutions from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank or Sage Payment Solutions in connection with the enforcement of this Guaranty. Guarantor further acknowledges that, as used in this paragraph, "Bank" means the banking institution indicated by appropriate mark in one of the check boxes located at the top of the first page of this document.

_____, An Individual	Date _____	_____, An Individual	Date _____
<i>Signature</i>		<i>Signature</i>	
_____		_____	
<i>Print Name</i>		<i>Print Name</i>	

** EARLY TERMINATION: If Company cancels this Agreement during the term or any agreed upon extension term, applicable early termination fees shall be due Sage. See Article V Section 5.01 of the attached terms and conditions for additional details.



Site Inspection Information (To be completed by Sales Rep)

I HAVE PERSONALLY CONDUCTED A SITE INSPECTION FOR THIS MERCHANT, VISUALLY INSPECTED THE MERCHANT'S INVENTORY (IF APPLICABLE) AND REPRESENT THE INFORMATION IN THIS MERCHANT APPLICATION IS ACCURATE AND COMPLETE

Location Type: Retail Store Office Industrial Residence Trade Other (describe)

Merchant: Owns Lease Business

SALES REPRESENTATIVE - SIGNATURE

SALES REPRESENTATIVE PRINTED NAME & TITLE

DATED

PLEASE NOTE

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