paya

3717 East Thousand Oaks Blvd, Westlake Village, CA 91362-3607
Phone: 877-514-1400 Fax: 877-316-1600

Paya is a registered ISO/MSP of BMO Harris Bank N.A. ®

MERCHANT PROCESSING APPLICATION

Referral:

Lead Source: None

Paya, Inc. 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:	286809
Application Date:	1/4/2022 3:58:16 PM	Contractor Name:	ClubRunner	Association:	Touch Tone 80

General Information

Type of Ownership:		Business Open 1/1/1900	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:	Type of Ownership:

☐ 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:	City:	State:
Zip:	Phone:	Zip:	Phone:
Email:		Email:	
SSN:	DOB:	SSN:	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) Responsibilites

1. A Discover/Visa/MasterCard/American Express Member is the only entity approved to extend acceptance of Discover/Visa/MasterCard/American Express products directly to a merchant.

2. A Discover/Visa/MasterCard/American Express Member must be a principal (signer) to your Merchant Agreement.

3. The Discover/Visa/MasterCard/American Express Member is responsible for educating Merchant on the pertinent Discover/Visa/MasterCard/American Express Operating Regulations with which the Merchant must comply.

4. The Discover/Visa/MasterCard/American Express Member is responsible for and must provide settlement funds to the merchant.

5. The Discover/Visa/MasterCard/American Express 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 Responsibilites

1. Ensure compliance with cardholder data security and storage requirements

2. Maintain fraud and chargeback rates below the 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_____

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.

BMO ® Harris Bank

paya

Underwriting Profile

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

Business Description:	Rotary Club Service Organization

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	80%
Highest Ticket:	$2,000.00	Card Present keyed	25%	Business Sales	20%
Discount Paid:	Monthly	Card Not Present	75%	Government Sales	0%

Billing Questionnaire

Please explain your billing / delivery policy:

☐ Full payment upfront with __0__ days until product / service delivery.

☐ Partial payment required up front with __0.00__ % and within __0__ days until final product / service delivery.

☒ Payment received after product / service is provided.

✗ MUST INCLUDE VOIDED CHECK

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

☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

Is any part of your business outsourced to a third-party ?

☐ YES ☒ NO If YES, please explain :

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	Qualified Rate	Discount Per Item	Qualification Exceptions (If applicable) Qualified Rate Plus
☒	Visa	2.490 %	Bankcard = 0.000	Bankcard : Rate 1 = 0.000% + $0.00, Rate 2 = 1.000% + $0.00, Rate 3 = 1.500% + $0.00, Int'lNonStd = 1.850% + $0.20, Bus = 1.650% + $0.00, APF = 0.000%
			Check Card = 0.000	Checkcard : Rate 1 = 0.000% + $0.00, Rate 2 = 1.000% + $0.00, Rate 3 = 1.500% + $0.00, Int'lNonStd = 1.850% + $0.20, Bus = 1.650% + $0.00
☒	MasterCard	2.490 %	Bankcard = 0.000	Bankcard : Rate 1 = 0.000% + $0.00, Rate 2 = 1.000% + $0.00, Rate 3 = 1.500% + $0.00, Int'lNonStd = 1.650% + $0.20, Bus = 1.650% + $0.00, NABU = 0.000%
			Check Card = 0.000	Checkcard : Rate 1 = 0.000% + $0.00, Rate 2 = 1.000% + $0.00, Rate 3 = 1.500% + $0.00, Int'lNonStd = 1.650% + $0.20, Bus = 1.650% + $0.00
☒	Discover	2.490 %	Bankcard = 0.000	Bankcard : Rate 1 = 0.000% + $0.00, Rate 2 = 1.000% + $0.00, Rate 3 = 1.500% + $0.00, Int'lNonStd = 1.650% + $0.20, Bus = 1.650% + $0.00
			Check Card = 0.000	Checkcard : Rate 1 = 0.000% + $0.00, Rate 2 = 1.000% + $0.00, Rate 3 = 1.500% + $0.00, Int'lNonStd = 1.650% + $0.20, Bus = 1.650% + $0.00
☒	AMEX	2.490 %	Bankcard = 0.000	Bankcard : Rate 1 = 0.000% + $0.00, Rate 2 = 1.000% + $0.00, Rate 3 = 1.500% + $0.00, Int'lNonStd = 1.000% + $0.00, Bus = 0.000% + $0.00
			Check Card = 0.000	Checkcard : Rate 1 = 0.000% + $0.00, Rate 2 = 0.000% + $0.00, Rate 3 = 0.000% + $0.00, Int'lNonStd = 0.000% + $0.00, Bus = 0.000% + $0.00

☐ By checking this box merchant opts out of receiving future commercial marketing communications from American Express.

* Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express

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

BMO Harris Bank

paya

Authorization Fees (Charged By Processor)

Type	Per Item Fee	
Visa/MasterCard	Auth: $0.25	AVS Fee : $ 0.000
American Express	Auth: $0.25	
Discover	Auth: $0.25	
JCB	Auth: $0.00	
Carte Blanche	Auth: $0.00	
Pin Debit	Auth: $0.75	
EBT	Auth: $0.00	
ARU	Auth: $0.50	
Voice Auth	Auth: $0.50	

Other Entitlements

Card Type	Status	Account
American Express	New	
Discover	New	
Carte Blanche	None	
JCB	None	

Startup Fees

Description	Qty	Price
Sage DN Virtual Terminal	1	0.00
Sage Virtual Terminal	1	0.00
Standard Shipping/1-3 Day	2	0.00
Total:	4	0.00

Monthly Fees

Fee Description	Amount
Monthly Support	5.0000
Monthly Minimum	5.0000
Gateway Access	5.0000

Miscellaneous Fees (Charged By Processor)

Fee Description	Amount
Acquirer Processing Fee for Visa	0.0200
Network Access & Brand Usage for MasterCard	0.0200
Data Integrity Fee for Visa	0.1000
Chargeback	25.0000
Signature Plan %	2.4900
Non-Swiped/Digital Wallet Fee for Amex	0.0035
Network Fee for Amex	0.0015
Complimentary Online Reporting	0.0000
ASSESSMENTS | VISA© | CREDIT CARD TRANSACTIONS %	0.1400
ASSESSMENTS | VISA© | CHECK CARD TRANSACTIONS %	0.1300
ASSESSMENTS | MASTERCARD© %	0.1200
ASSESSMENTS | MASTERCARD© | LARGE TICKET ($1K & >) %	0.1400
DIGITAL ENABLEMENT FEE % for MASTERCARD ©	0.0100
ASSESSMENTS | DISCOVER© %	0.1300
Data Usage Fee for Discover	0.0200

Collection of Startup Fees will be via ACH - Merchant drafted by Paya, Inc.

Equipment

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

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

BMO Harris Bank

paya

Certification and Agreement

By signing below, the merchant named: (1) certifies to Paya, Inc. 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, Paya, Inc. and/or their respective 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, Paya, Inc. 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 Paya, Inc. in writing at the address above if any information in this application changes. The agreement will become effective only when signed by bank and Paya, Inc. 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: X _____
Merchant Principal or Corporate Officer

_____
Print Name

By: X _____
Merchant Principal or Corporate Officer

_____
Print Name

Accepted by Bank: By: _____

Accepted by Paya, Inc.: By: _____

Personal Guaranty

In consideration of Bank and Paya, Inc.'s 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 Paya, Inc. 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 Paya, Inc. 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 Paya, Inc. 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 Paya, Inc. 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 Paya, Inc. 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.

X _____

_____ _____ _____
Signature   An Individual   Date

_____ _____ _____
Signature   An Individual   Date

_____
Print Name

_____
Print Name

** EARLY TERMINATION: If Company cancels this Agreement during the term or any agreed upon extension term, applicable early termination fees shall be due Paya, Inc.. 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) SERVICE CLUB

Merchant: [ ] Owns   [ ] Lease Business

_____
SALES REPRESENTATIVE - SIGNATURE

RICK GARBOSKI ISO PRESIDENT/CEO
SALES REPRESENTATIVE PRINTED NAME & TITLE

_____
DATED

Merchant Agreement

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

BMO ❤ **Harris Bank**

paya