



# Merchant Application

<b>Date:</b>	<b>Location #</b> _____ of _____	<input type="checkbox"/> <b>New Account</b>	<input type="checkbox"/> <b>Add Location</b> <b>Existing MID:</b>	<b>Member #</b> N/A	<b>Relationship:</b> <b>ELAN</b>
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**MERCHANT INFORMATION**

Legal or Corporate Name of Business:			Federal Tax ID:		
D/B/A Name of Business:			Year Established:		Length of Current Ownership:
Contact Name:			Mail Statements: <input type="checkbox"/> Business Address <input type="checkbox"/> Corporate Address		
D/B/A Business Address:			Store #		
City:	State:	Zip Code:	Country:	D&B #	
Business Telephone: ( )		Business Fax: ( )	Cell Telephone: ( )	Customer Service Telephone Number: ( )	
E-Mail Address:		Website Address:		Customer Service Website Address (if any)	

**CORPORATE ADDRESS (IF DIFFERENT FROM D / B / A BUSINESS ADDRESS)**

Contact Name:			Corporate Telephone: ( )		
Corporate Address:			Corporate Fax: ( )		
City:	State:	Zip Code:	Country:		

**BUSINESS TYPE**

Sole Proprietor   
 C Corporation - Public Company   
 C Corporation -- Private Company   
 Sub S Corp.   
 Limited Liability Corporation   
 Govt. (Local/State/Federal)

General Partnership   
 Limited Partnership   
 Tax Exempt Organization (include Fed tax ID and documents that support Exempt Status)   
 Other (Trusts, etc) \_\_\_\_\_

**PRINCIPAL INFORMATION 1 (OWNER / PARTNER / OFFICER)**

			% of Ownership _____		
First Name:	MI:	Last Name:	<input type="checkbox"/> Owner	<input type="checkbox"/> Partner	<input type="checkbox"/> Officer _____(Title)
			<input type="checkbox"/> Other _____(Please Specify)		
Home Address:			Email Address:		
City:			State:	Zip Code:	
Home Telephone: ( )		Driver's License ID #: _____	DOB:	SSN:	
Cell Telephone: ( )		State Issued: _____			

**PRINCIPAL INFORMATION 2 (OWNER/PARTNER/OFFICER)**

			% of Ownership _____		
First Name:	MI:	Last Name:	<input type="checkbox"/> Owner	<input type="checkbox"/> Partner	<input type="checkbox"/> Officer _____(Title)
			<input type="checkbox"/> Other _____(Please Specify)		
Home Address:			Email Address:		
City:			State:	Zip Code:	
Home Telephone: ( )		Driver's License ID #: _____	DOB:	SSN:	
Cell Telephone: ( )		State Issued: _____			

Have you or any of the owners/partners/officers of the company ever filed bankruptcy for business or personal bankruptcy?  Yes  No

If yes, please explain: \_\_\_\_\_

Years experience in this industry: Years: \_\_\_\_\_ Months: \_\_\_\_\_

Has this DBA Account ever accepted credit or debit cards previously? (under current ownership)  Yes  No

If yes, name of previous card acceptance processor: \_\_\_\_\_

If no and you have been in business more than 3 months, please explain why you have never accepted credit cards. \_\_\_\_\_

Have you or any of the owners/partners/officers of the company ever been terminated or suspended by any card acceptance company?  Yes  No

If yes, please explain: \_\_\_\_\_

Do you operate seasonally?  Yes  No

If yes, please check months closed:  Jan  Feb  Mar  Apr  May  June  July  Aug  Sept  Oct  Nov  Dec

**CARD ACCEPTANCE INFORMATION**

If more than 20% of sales accepted by retail merchant are via Mail, Telephone, or Internet, please complete a separate package(s) for the MOT/TO and Internet Sales.

Card Present (swiped) \_\_\_\_\_% Card Present (not swiped) \_\_\_\_\_% Mail Order \_\_\_\_\_% Telephone Order \_\_\_\_\_% Internet \_\_\_\_\_% (totals must equal 100%)

MCC/SIC Code: \_\_\_\_\_ Description of products or services offered: \_\_\_\_\_

Total Monthly Sales of Business: \$ \_\_\_\_\_ Total Monthly VISA/MC Sales: \$ \_\_\_\_\_ Average Sale Amount: \$ \_\_\_\_\_

**For Card Present transactions**, when does the customer receive the product or service?  Same Day  If not same day, \_\_\_\_\_ # of Days (include shipping timeframe)

**For Mail/Telephone or Internet Transactions:**

When does the customer receive the product or service? \_\_\_\_\_ # of Days (include shipping timeframe)

Do you use a fulfillment house or telemarketing company?  Yes  No If yes, please provide name of company, address and telephone. \_\_\_\_\_

**For Internet Transactions:**

Product Web Site Address: \_\_\_\_\_ Does the website meet all internet requirements?  Yes  No Is this web site secure?  Yes  No

**TERMS OF SERVICE # (included in welcome kit)**



# Merchant Application

### BANK ACCOUNT INFORMATION: (Checking Account Only)

Deposit Bank Name:	ABA/Routing #	DDA Account #
Billing Bank Name (if different):	ABA/Routing #	DDA Account #

Have all Fees been disclosed to the merchant?  Yes  No

### VISA AND MASTERCARD ACCEPTANCE AND PRICING

Card Acceptance: (please check each card you wish to accept)

- All Visa /MasterCards    Visa Credit    MasterCard Credit    Visa Debit    MasterCard Debit

Note: acceptance of card types not selected will result in discount downgrades.

### Pricing Category:

- Retail    Restaurant    Lodging / Auto Rental    MO/TO/ Internet    Supermarket    ARU

OTHER FEES		
Fee Type	Amount	Frequency
Application Fee	\$ 50.00	Non-refundable
Debit Setup	\$ 30.00	Per Occurrence
Equipment Swap Under Warranty	\$ 40.00	Per Occurrence
Equipment Swap Out of Warranty	\$150.00	Per Occurrence
ChargeBack Fee	\$ 20.00	Per Occurrence
Early Termination Fee	\$ 95.00	Per Occurrence
Reprogramming Fee	\$ 40.00	Per Occurrence
Return Item Fee	\$ 25.00	Per Occurrence
Research Fee	\$ 35.00	Per Occurrence/ Per Hour
Statement Fee	\$ 5.00	Monthly
Supplies	Direct Bill	Per Occurrence
Monthly Minimum Fee	\$ 10.00	Per Month
Other _____	\$ _____	_____

OTHER PRODUCT TYPES (attached required addendum, if any)	
<input type="checkbox"/> 3Delta <input type="checkbox"/> ARS (Care) <input type="checkbox"/> Electronic Check	
<input type="checkbox"/> Electronic Check Only	
<input type="checkbox"/> Gift Card (EGC) <input type="checkbox"/> Pin Based Debit Only <input type="checkbox"/> Voyager	
<input type="checkbox"/> Scan Check Service - Verification Only	
Per Item: \$ .22   Set Up Fee: \$ N/A	

AUTHORIZATION FEES		
Card/Product Type	Amount	Frequency
AMEX - _____	\$ 0.15	Per Authorization
DSCV - 60110_____	\$ 0.15	Per Authorization
EBT - _____	\$ 0.15	Per Authorization
DNCB - _____	\$ 0.15	Per Authorization
JCB - _____	\$ 0.15	Per Authorization
Regional Debit	\$ 0.52	Per Authorization
National Debit	\$ 0.62	Per Authorization
ARU Authorization	\$ 0.55	Per Authorization
Voice Auth (Touch Tone)	\$ 0.55	Per Authorization
Voice Auth Operator Assisted	\$ 0.95	Per Authorization
Voice with AVS	\$ 1.20	Per Authorization
Voice Bank Referral	\$ 4.00	Per Authorization

OTHER CARD TYPES	
<input type="checkbox"/> American Express   Initial Acceptance of Amex Fees and Terms: _____	
Amex % Rate: _____   Amex Flat Fee Option: \$ _____	
Average Ticket: _____   Monthly Volume: _____	
Franchise Name: _____   Franchise Cap: _____   ARC: _____	
Gross Pay: <input type="checkbox"/> Daily <input type="checkbox"/> Monthly <input type="checkbox"/> Net Daily	
Pay Frequency (# Days delay): <input type="checkbox"/> 3 <input type="checkbox"/> 15 <input type="checkbox"/> 30	
<input type="checkbox"/> Discover EASI   Initial Acceptance of Discover Fees and Terms: _____	
Membership Fee: _____   Discover % _____	
Discover per Item Fee: _____   Franchise Code: _____	
Discover Outlet: <input type="checkbox"/> Single <input type="checkbox"/> Outlet reporting to Head quarters	
<input type="checkbox"/> Headquarters	

Equipment / Product Description	Item Code	Setup Fee	Monthly Fee	Per Item Fee	Qty	Merchant Owns	Lease*	Rental*	Exchange*	Purchase	Price	Total Amount Due (Purchase Only)
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$

\* Attach Lease / Rental Agreement if applicable  
 \*\* Exchange: Equipment to be picked up: \_\_\_\_\_ Serial Number: \_\_\_\_\_   Total Due (excluding applicable sales tax) \$ \_\_\_\_\_

DBA Name: \_\_\_\_\_



# Merchant Application

**Merchant Representations and Certifications.** By signing below, the applicant merchant ("Merchant") and its representative(s) represent and warrant to Elan Merchant Services, LLC ("Elan"), a joint venture between Elan Financial Services and NOVA Information Systems, Inc., with offices at 7300 Chapman Highway, Knoxville, TN 37920, and the correspondent bank ("Correspondent Bank") designated below (collectively with Elan, "we" or "us") that (i) all information provided in this merchant application ("Merchant Application") is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Merchant; and (ii) the persons signing this Merchant Application is duly authorized to bind Merchant to all provisions of this Merchant Application and the Agreement. The signature by an authorized representative of Merchant on the Merchant Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to Elan, shall be the Merchant's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Merchant Application and the Terms of Service ("TOS"). Merchant agrees to comply with the Agreement and all applicable laws, rules, and regulations including the rules and regulations of Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Merchant Application, have the same meaning ascribed to them in the TOS. All references in the Agreement to Member shall include Elan Financial Services and Correspondent Bank individually and collectively as applicable.

Merchant agrees to establish and maintain sufficient funds in an account to accommodate all transactions including, but not limited to, Chargebacks, returns, adjustments, fees, fines, penalties and any other payments due under the Agreement. Merchant authorizes us to credit/debit that account as necessary.

Merchant understands that we may take any of the following actions if necessary to protect ourselves from financial loss: establish, or require Merchant to establish, a Reserve Account; impose a processing limit or cap on the dollar amount of sales transactions that we will process for Merchant, which may be changed from time to time with or without notice to Merchant; and/or suspend the processing of sales drafts for as long as necessary to investigate suspicious, unusual or excessive deposit activity.

Merchant must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Merchant understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT MERCHANT WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.

If Merchant terminates within one year of the date set forth below, Merchant will immediately pay Elan, as liquidated damages, an early termination fee equal to \$95, in addition to all other amounts owed. If Merchant terminates at any time during the second or third year of the date set forth below, the Merchant will pay, as liquidated damages, a termination fee equal to \$0, in addition to all other amounts owed. Merchant agrees that the early termination fee is not a penalty, but rather is reasonable in light of the financial harm caused by Merchant's early termination. Elan will use best efforts to debit the Merchant's account in the amount of the applicable termination fee within sixty (60) days of receipt of Merchant's written notice of termination.

Merchant and its representative(s) authorize us prior to our acceptance of this Merchant Application and 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 that we consider necessary to review the acceptance and continuation of this Merchant Application. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you.

Merchant further acknowledges and agrees that any information provided in connection with this Merchant Application and all other relevant information may be supplied by us to our affiliates. This Merchant Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Merchant Application. Delivery of executed counterparts of this Merchant Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Merchant Application shall constitute a signed original.

\_\_\_\_\_  
Merchant DBA Name

\_\_\_\_\_  
Signature Printed Name & Title Date

\_\_\_\_\_  
Signature Printed Name & Title Date

**Personal Guaranty.** As a primary inducement to us to accept this Merchant Application, the undersigned Guarantor(s), by signing the Application, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to us (including, without limitation, chargebacks) pursuant to the Merchant Application and Agreement, as may be amended from time to time, with or without notice. Guarantor(s) understand further that we may proceed directly against Guarantor(s) without first exhausting our remedies against any other person or entity responsible therefore to them or any security held by us or Merchant. This guarantee will not be discharged or affected by the death of the Guarantors, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any of our successors. Guarantor(s) understand that the inducement to us to accept this Merchant Application 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.

\_\_\_\_\_  
Signature Printed Name SSN# Date

\_\_\_\_\_  
Signature Printed Name SSN# Date

**Corporate Resolution:**

I certify that I hold the office indicated below of Merchant and am the keeper of the records of that company, organized and existing under the laws of the state indicated below and that the following is a correct copy of certain resolutions adopted at a meeting of the board of directors/general partnership/manager or members of a limited liability company, as appropriate, in accordance with the by-laws or other governing document of the company held on the \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year):

1. Resolved, that any one of the following officers of the company:

Name	Signature	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

is authorized to:

- A) execute on behalf of this company a Merchant Application and any agreements or other necessary documents including any amendments;
- B) execute any document requested from time to time be executed in furtherance of the Merchant Application or relationship resulting therefrom;
- C) perform all acts that may be necessary to carry out the intent of the Merchant Application and this Corporate Resolution.

2. Resolved, that the Merchant Application and the resulting relationship is ratified and approved;

3. Resolved, that the entities receiving this Merchant Application are authorized to rely upon this Corporate Resolution until advised in writing by a like certification of any changes and are authorized to rely on such changed certification.

Secretary/Officer/Non-Member Manager (LLC)/Member (LLC)/General Partner/Owner [circle one]:

\_\_\_\_\_  
Signature Printed Name & Title Date State in which Merchant is organized

**FOR OFFICE USE ONLY:**

\_\_\_\_\_  
Accepted By Elan Date

\_\_\_\_\_  
Correspondent Bank Name Signature Title Date