RESOLUTION NO. 2010-1983

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER OF THE TOWN OF SURFSIDE TO EXECUTE AN AGREEMENT WITH SUNTRUST MERCHANT SERVICES, LLC TO PROCESS CREDIT/DEBIT CARD TRANSACTIONS FOR PROCESSING CARD TRANSACTIONS FROM THE MULTI-SPACE PARKING METERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission passed Resolution 10-1946 authorizing the purchase, delivery and installation of 23 multi-space parking meters; and

WHEREAS, the Surfside Police Department and Finance Department working in conjunction determined that the new parking meters offer payment options including coins, bills and credit/debit cards; and

WHEREAS, it is necessary to establish a merchant service account to process the card transactions, the Town sent out proposals for merchant service processing and SunTrust Merchant Services, LLC was the lowest bidder, and

WHEREAS, it is in the best interests of the Town to approve the agreement with SunTrust Merchant Services, LLC for card processing.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. The above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Commission awards the bid to SunTrust Merchant Services, LLC and authorizes the Town Manager on behalf of the Town of Surfside, Florida to execute the agreement with SunTrust Merchant Services, LLC (Exhibit "A")

Section 3. The Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED on this ___9___ day of ~~November~~ 2010.

Motion by Commissioner _Karukin_, Second by Commissioner _Graubart_

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin   Yes
Commissioner Edward Kopelman   Absent
Commissioner Marta Olchyk   Yes
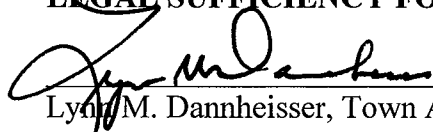Vice Mayor Joe Graubart   Yes
Mayor Daniel Dietch   Yes

_____
Daniel Dietch, Mayor

ATTEST:

_____
Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

_____
Lynn M. Dannheisser, Town Attorney

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 1)

SUNTRUST

STMS(TCK)1305	COMPLETE SECTIONS (1-16)	STMS(TCK)1305

Merchant # _____

TeleCheck Subscriber #: _____ Add'l TeleCheck Product Subscriber #: _____ Loc. _1_ of _23_

(1) TELL US ABOUT YOUR BUSINESS

Client
(Your Business LEGAL Name): TOWN OF SURFSIDE   Store #:

☒ Same as Legal Name *or* provide:
DBA / Outlet Name: TOWN OF SURFSIDE

First / Last
Contact Name: JOHN DI CENSO

(No P.O. Box)
Address: 9293 HARDING AVENUE   Suite #:   City: SURFSIDE   State: FL   Zip Code: 33154

Your Business Phone: (305) 861-4863

☐ Same as Business Phone *or*
Merchant's Customer Service Phone: (305) 861-4863

Your Fax Phone: (305) 861-1302

Select One for
Retrieval Requests: ☒ (02) Dedicated 24 Hour Fax ☐ (03) No fax; mail ☐ (05) eIDs

Your E-Mail Address (*Required*
for IP, TeleCheck TRS or Web.com): JDICENSO@TOWNOFSURFSIDEFL.GOV

Your Customer Service
E-Mail Address:

Website Address: _____

☐ SMS Texting   ☐ I Agree to receive SMS Texting   Cell Phone #: _____

(2) MC / VISA / DISCOVER® NETWORK / AMERICAN EXPRESS® ONEPOINT

Your Total Cash and Credit Sales *(For All Outlets)*	$ 380,000.00	Estimated MC/Visa Average Ticket/Sales Amount:	$ 2.00
Total Annual MC/Visa Volume: *(For All Outlets)*	$ 100,050.00	Estimated Discover Network Average Ticket for this Outlet:	$ 2.00
Total Annual Discover Network Volume: *(For All Outlets)*	$ 8,050.00	Estimated American Express Average Ticket for this Outlet:	$
		Annual MC/Visa Volume for this Outlet: *(For Multiple Outlets Only)*	$ 4,350.00
		Est. Discover Network Annual Sales Vol. for this Outlet: *(For Multiple Outlets Only)*	$ 350.00
Total Annual American Express Volume: *(For All Outlets)*	$	Est. American Express Annual Sales Vol. for this Outlet: *(For Multiple Outlets Only)*	$

(3) TELECHECK PRODUCTS AND SERVICES

☐ ECA® Warranty   ☐ ECA Verification w/ TRS Collections   ☐ ECA Verification   ☐ TRS Collections See TRS Service and Recovery Rate Section

☐ LockBox Warranty   ☐ LockBox Verification   ☐ Check Cashing Warranty   ☐ Check Cashing Verification   ☐ Other: _____

☐ Paper Warranty   ☐ Paper Verification   ☐ COD Warranty   ☐ Mail Order Warranty   Existing Subscriber No.: _____

(4) ENTITLEMENTS

☒ MC / Visa   ☒ Discover Network Full Processing   ☐ Global ePricing *(for eCommerce merchants only)*

☐ Voyager Fleet   Annual Voyager Vol.: $ _____   Participation in Voyager Tax Exempt Program: ☐ Yes ☐ No *(if yes, additional request form required)*

☐ WEX Full Acquiring   Annual WEX Volume: $ _____   ☐ WEX (Non-Full Svc)   ☐ MC Fleet

☐ American Express
OnePoint / Full Service (EDC)   ☐ American Express ESA / Pass Through: _____   *or*   ☐ Existing SE # _____

Amer. Exp. Cap # _____   Franchise Name: _____

Check one for ESA/Pass Through: ☐ Split Dial   ☐ Single Settle   ☐ EDC   ☐ PIP   ☐ Reverse PIP

☐ Debit Package _____06660004_____   ☐ EBT   FNS # (XREF): _____

(5) PROVIDE MORE BUSINESS DATA

State Incorp. _FL_   Month/Yr. Started: 02/1935   ☐ Sole Ownership   ☐ Partnership   ☐ Non Profit/Tax Exempt   ☐ Public Corp.   ☐ Private Corp.   ☐ L.L.C.   ☒ Gov't.

Check one: TIN Type: ☒ EIN (Fed Tax ID #) ☐ SSN   D & B #: _____   No. of Employees: _8475_

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (See Part IV, Section A.3 of your Program Guide for further information.)

Name *(as it appears on your income tax return)*	☒ Federal Tax ID#: *(as it appears on your income tax return)*	☐ I certify that I am a foreign entity / nonresident alien. *(If checked, please attach IRS Form W-8.)*
TOWN OF SURFSIDE	596-00-0434	

Mag Swipe _100_ % + Keyed Manually _0_ % = 100%   Product/Services You Sell: AUTO PARKING LOTS/GARAGES _____

POS Card Present *(MAG Swipe and/or Manual Imprint)* _100_ % + Mail Order/Direct Marketing _0_ % + Phone Order _0_ % + Internet _0_ % = 100%

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: _____

(6) PROVIDE YOUR OWNER INFORMATION

Owner / Partner / Officer Name	D.O.B	Social Security #	Home Phone	% of Ownership
ROGER CARLTON				0

Home Address	City	State	Zip	Country
				USA

Owner / Partner / Officer Name	D.O.B	Social Security #	Home Phone	% of Ownership

Home Address	City	State	Zip	Country

Client Initials _____RC_____

SUNTRUST

DBA Name: TOWN OF SURFSIDE   Loc. 1 of 23

STMS(TCK)1305	(7) DESCRIBE EQUIPMENT DETAILS	STMS(TCK)CorpFee1307

Network: ☐ ( ) CARD *net* ® ☒ ( ) Nashville ☐ ( ) Buypass ☐ Other: _____   Specify Security Code: ( )

Rental * Purchase Customer-Owned Lease (circle one)	QTY	IP	Equipment Type (i.e. Terminal / VAR / Internet)	Retail * Restaurant * MOTO / Internet Lodging * Supermarket * Car Rental Quick Service Restaurant * Petr	Model Code and Name	Unit Price w/o Tax	For Customer-Owned Equipment Track / Version / Serial #
Owns	1	☐	SOFT	Retail	Generic Pc Software	0.00	
		☐					
		☐					

NOTE: Any Special Instructions must be included on About Merchant's Business Page.

Installation / ☐ MAG/MIG to Train   ☐ Sales Rep. to Train   (Receive training via phone, dial 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)
Training: ☒ No Merchant Training ☐ Installer/In-House   (Check training via phone 1-800-366-1054, 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)

First/Last Contact Name: ____ JOHN DI CENSO ____   Contact Phone #: ____ (305) 861-4863 ____   Best Time To Call ____-____ am/pm

Imprinter Purchase: ☐ Yes ☒ No   If Yes $ ____ x Qty: ____ = $ ____ (w/o Tax) Wireless Provider: ☐ GPRS Cingular *or* ☐ Other: _____

Check One: ☐ Gateway Solutions ☐ Dial Solutions ☐ First Data Global Gateway (FDGG) ☐ VSAT*** ☐ Frame ☐ Other: ____ ☐ IC Verify Serial # ____

VAR / Internet / Software: Name: _____ (Nashville Only: Product ID # ____   Vendor ID # ____)

NOTE: ***Requires separate agreement between VSAT Provider prior to implementation of this telecommunications protocol.

LEASE COMPANY: (04) First Data Global Leasing   Lease Term: _____ Months   Annual Tax Handling Fee: $ ____
Monthly Lease Charge for This Location: $ ____ w/o taxes, late fees, or other charges that may apply.
See Multiple Locations form for the Monthly Lease Charge for each individual location. See Lease Agreement for details.
This is a NON-CANCELABLE lease for the full term indicated.   Client Initials: ___ RC

---

(8) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE

Start-Up Fees (If Applicable)
Non-Taxable Fees:
Application Fee (Non-Refundable) (247) $ 48.00
Reprogramming Fee (31A) $ ____
Debit Set-up Fee (31B) $ ____
Miscellaneous Fee (31J) $ ____
*Equipment Purchase (ACH) $ 0.00
Other: ____ ( ) $ ____
Total Amount $ 48.00 w/o tax

*You will be charged the applicable State/City/Local Sales Tax

Billed Monthly Fees (If Applicable)
Monthly Service Charge (335) $ 10.00
Minimum Processing Fee (954) $ 0.00
Wireless Access Fee (399)
FEE PER TID   # OF TIDs   TOTAL
$ ____ x ____ = $ ____
ClientLine® (32R) $ 0.00
Payment Essentials Svc. Pkg (30O) $ ____
TransArmor Monthly Fee (30L) $ ____
TransArmor Min. Mo. Fee (959) $ ____
Paper Statement Fee (323) $ 0.00
Premium Equipment Service Program
☐ Yes ☒ No (per location) (32U) $ ____
Other: ____ $ ____

Compliance Service Fees
☒ Annual Fee (32Q) $ 99.95
or
☐ Quarterly Fee (33A, 33D, 33G, 32Q) $ ____

PIN Debit Fees
Debit / ATM Trans Fee
(018, Key 0-590, Key 0-593) $ ____
(plus the applicable network fees)

Internet
Start-Up Fees
FDGG Set-up Fee (31X)
FEE PER TID   # OF TIDs   TOTAL
$ ____ x ____ = $ ____
Internet Set-up Fee (30R)
FEE PER TID   # OF TIDs   TOTAL
$ ____ x ____ = $ ____

Billed Monthly Fees
FDGG (31Z)
FEE PER TID   # OF TIDs   TOTAL
$ ____ x ____ = $ ____
Internet Service Fee (394)
FEE PER TID   # OF TIDs   TOTAL
$ ____ x ____ = $ ____
Global ePricing MC/V Svc Fee
NOTE: Client shall (897, 898) ____ %
be subject to any foreign currency exposure
in connection with Global ePricing transactions.

Trans/Other Fees
Internet / FDGG
MC, V, Amex, Dis, Check
(03R, 04R, 06I, 07I, 435, L19) $ ____

Fraud Flex Detect
Base Level Offering
Setup Fee (L32) $ ____
Monthly Fee (35A) $ ____
Transaction Fee (L35) $ ____
Full Level Offering
Setup Fee (L34) $ ____
Monthly Fee (35C) $ ____
Transaction Fee (L37) $ ____
Custom Use Fee (35D) $ ____

Entitlements
                                     AUTHORIZATION
American Express ESA / Pass Through (10P) $ ____

WEX Full Acquiring Fees
WEX Auth Fee (0D4) $ ____
WEX Sales Discount (840) ____ %
WEX Refund Discount (841) ____ %
WEX Chargeback Discount (842) ____ %
WEX Chargeback Reversal Discount (843) ____ %
WEX Chargeback Fee (29H) $ ____
WEX Retrieval Fee (29I) $ ____

Other Fees
Chargeback Fee (205, 725, 20L) $ 10.00
MC Cross Border Fee USD (605) 0.65 %
Visa Int'l Svc. Fee (22A) 0.65 %
MC/V/Discover Network/ American Express® Voice Auth (10B, 10E, 10K, 10Q) $ 0.75
EBT (18E, 18I, 02X, 18H) $ ____
AVS (405, 406, 407, 408) $ 0.10
TransArmor Token & Encryption (12E) $ ____
TransArmor Encrypt. (12F) $ ____
TransArmor Token (12G) $ ____

ACH Reject Fee (401) $ 25.00
Discover Network AVS (07A, 07B, 07C, 079) $ 0.10
Batch Settlement Fee (227) $ 0.00
MC/V/Discover Access Fee (505, 504, 526) $ 0.0205
Discover Int'l Svc. Fee (22H) 0.55 %
Discover Int'l Proc. Fee (22G) 0.40 %
Visa Zero $ Verification (10Y) $ 0.025
Visa Misuse of Auth (04G) $ 0.045
Visa Zero Floor Limit (04I) $ 0.10
Other: ____ $ ____

Buypass Fees
Datawire Micronode ☐ Yes ☒ No
Datawire Micronode Monthly Fee (354) $ ____ (each)

Authorization Fees
Voyager (0D0, 0D1, 0DV) $ ____
WEX (Non-Full Svc) (0B0, 0B1, 0BV) $ ____

Other Payment Fees
Voyager:
Sales Discount Rate (844) ____ %
Credit Discount Rate (845) ____ %

Other Payment Fees
American Express ESA / Pass Through Fees:*
**Amex Discount Rate: ____ %
Amex Trans. Fee: $ ____
☐ Amex Monthly Fee: (Flat Fee) $ ____

*Billed separately by American Express.
**Retail & Restaurant merchants will be charged an additional 0.30% for non-swiped American Express transactions.

Note: See Part IV "Additional Important Information Page for Card Processing" in Section A.3 for early termination fees.

Client Initials ____ RC

STMS(TCK)1305   (8) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE (cont'd)   STMS(TCK)CorpFee1307

SunTrust

DBA Name: TOWN OF SURFSIDE   Pricing Type: ___027___   Interchange Schedule Version: RSA.MVD.S10.1_Actual_IC   Loc. _1_ of _23_

Discount Fees *(Based on Gross Transaction Volume)*

Accept all MasterCard, Visa and Discover Network Transactions *(presumed, unless any selections below are checked)*

MasterCard Acceptance	Visa Acceptance	Discover Network Acceptance
☐ Accept MC Credit transactions only	☐ Accept Visa Credit transactions only	☐ Accept Discover Network Credit transactions only
☐ Accept MC Non-PIN Debit trans. only	☐ Accept Visa Non-PIN Debit trans. only	☐ Accept Discover Network Non-PIN Debit trans. only

See Section 1.9 of the Program Guide for details regarding limited acceptance. You are responsible for distinguishing Credit from Non-PIN Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Non-PIN Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost interchange plus the applicable Non-Qualified Surcharge (See Section 18.1 of the Program Guide).

MC/Visa/Discover Network IC Pass Thru

You will be charged the applicable interchange rate from MasterCard (564), Visa (549), or Discover Network (527) plus a MasterCard Assessment Fee (273) of .11%, a Visa Assessment Fee (274) of .11%, or a Discover Network Assessment Fee (6AC) of 0.0925%, plus any other fees indicated on this Service Fee Schedule.

Pricing Method: *(Select One)*	MC / Visa Discover Network 2-Tier	MC / Visa Discover Network 3-Tier	Transaction Fees *(Applies to MC/Visa/Discover Network 2-Tier and MC/Visa/ Discover Network 3-Tier ONLY)*	MC/Visa/Discover Network/ American Express Discount Rate	
QUALIFIED DISCOUNT RATES					
MC Credit Discount Rate (800)	___%	___%	MC/Visa Qual Credit Trans Fee (001,002,005,006) $___	___%	0.00 %
Visa Credit Discount Rate (804)	___%	___%		___%	0.00 %
Discover Network Credit Discount Rate (170)	___%	___%	Discover Qual Credit Trans Fee (015,016) $___	___%	0.00 %
American Express OnePoint** Credit Discount Rate (Key 0-570)				___%	
MC Non-PIN Debit Discount Rate (850)	___%	___%	MC/Visa Qual Non-PIN Debit Trans Fee (130,131,134,135) $___	___%	0.00 %
Visa Non-PIN Debit Discount Rate (854)	___%	___%		___%	0.00 %
Discover Network Non-PIN Debit Discount Rate (964)	___%	___%	Discover Qual Non-PIN Debit Trans Fee (787,788) $___	___%	0.00 %
MID-QUALIFIED DISCOUNT RATES *(Does not apply to MC/Visa/Discover 2 Tier)*					
MC Credit Discount Rate (810)		___%	MC/V Mid-Qual Credit Trans Fee (611,612,615,616) $___		
Visa Credit Discount Rate (814)		___%			
Discover Network Credit Discount Rate (990)		___%	Discover Mid-Qual Credit Trans Fee (717,718) $___		
MC Non-PIN Debit Discount Rate (870)		___%	MC/V Mid-Qual Non-PIN Debit Trans Fee (140,141,144,145) $___		
Visa Non-PIN Debit Discount Rate (874)		___%			
Discover Network Non-PIN Debit Discount Rate (968)		___%	Discover Mid-Qual Non-PIN Debit Trans Fee (791,792) $___		
NON-QUALIFIED DISCOUNT RATES					
MC Credit Discount Rate (820)	___%	___%	MC/Visa Non-Qual Credit Trans Fee (621,622,625,626) $___		
Visa Credit Discount Rate (824)	___%	___%			
Discover Network Credit Discount Rate (994)	___%	___%	Discover Non-Qual Credit Trans Fee (721,722) $___		
MC Non-PIN Debit Discount Rate (880)	___%	___%	MC/Visa Non-Qual Non-PIN Debit Trans Fee (150,151,154,155) $___		
Visa Non-PIN Debit Discount Rate (864)	___%	___%			
Discover Network Non-PIN Debit Discount Rate (978)	___%	___%	Discover Non-Qual Non-PIN Debit Trans Fee (795,796) $___		
MC/Visa Auth & Return Trans Fee (10A,10D) (002,006) (131,135)				$___	$ 0.03
Discover Network Auth & Return Trans Fee (10J,016,788)				$___	$ 0.03
American Express OnePoint Trans Fee				$___	
Non-Qualified Surcharge Fee (30D,20N) *(excluding interchange pass-through fees, see Section 18.1)* Applies to Non-qualified MC, Visa, Discover Network, American Express Credit, and/or Non-PIN Debit Transactions.				___%	

**Retail and Restaurant merchants will be charged an additional 0.30% for non-swiped American Express transactions.

(9) TELECHECK RATES, SERVICE FEES, AND SET UP INFORMATION

TELECHECK BILL TO INFORMATION

Your Head Office / Bill To Name: TOWN OF SURFSIDE		First/Last Contact Name: JOHN DI CENSO			Phone Number: (305) 861-4863
Address: 9293 HARDING AVENUE	Suite #	City: SURFSIDE	State: FL	Zip: 33154	Your Fax Phone: (305) 861-1302

☐ TeleCheck Auto Settle Time: _____ hh ET (Must be at least 1 hour after Card Auto Settle Time)

TELECHECK REPORT INFORMATION

Funding Report: ☐ Bill To ☒ Location   **Delivery Method:** ☐ E-Mail ☐ Fax ☐ US Mail **Frequency:** ☐ $ _____ Monthly ☐ $ _____ Weekly ☐ $ _____ Daily

Contact Name: _____   Contact Telephone #: _____

Report Fax #: _____   Report E-Mail Address: _____

Batch Closing Options: _____ ☐ am ☐ pm *Must close by 11:30 pm CST*   **Format:** ☐ CSV *(E-Mail only)* ☐ PDF

TELECHECK BANKING INFORMATION

Funding: ☐ Per Bill To ☒ Per Location   **Fund By:** ☐ Product ☐ Terminal ☐ Location ☐ Agent ☐ Batch ☐ Day

ACH Credits to TeleCheck by Subscriber (For Invoice Payment):	ABA Transit #: _____	Account #: _____ ☐ Ck
	☐ Same as above *or*	☐ Same as above *or*
Debits / Credits (Settlement) to Subscriber by TeleCheck and/or Franking Information:	ABA Transit #: _____	Account #: _____ ☐ Ck

Special Instructions which are part of this Agreement: _____

Please note on separate funding check or bank letterhead the designated TeleCheck Service. A separate funding check or bank letterhead/logo for TeleCheck Services is NOT required UNLESS Merchant will be using different banking account(s) for TeleCheck Services.
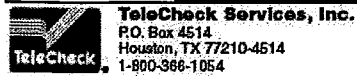
Client Initials ___ RC

DBA Name: TOWN OF SURFSIDE   Loc. __1__ of __23__

| STMS(TCK)1305 | (9) TELECHECK RATES, SERVICE FEES, AND SET UP INFORMATION (cont'd) | STMS(TCK)CorpFee1307 |

TeleCheck Services, Inc.
P.O. Box 4514
Houston, TX 77210-4514
1-800-366-1054

Set-Up Fees:
No. of Physical Locations: _____ 1st Location: @ _____ Add'l Location(s): @ _____ ea. Total Set-Up Fee: $ _____

TeleCheck Monthly POS Support Fee: $ _____ *(per Terminal/Per Month. TeleCheck Equip. Only)*   Total TeleCheck Monthly POS Support Fee: $ _____

Check *ALL* TeleCheck Services that apply:	☐ ECA Warranty *or* ☐ Paper Warranty	☐ ECA Verification w / TRS Collections (20V)	☐ ECA Verification *or* ☐ Paper Verification	☐ LockBox Warranty	☐ LockBox Verification
Average Check Size	$_____	$_____	$_____	$_____	$_____
Total Monthly Check / Call Volume	$_____	$_____	$_____	$_____	$_____
Inquiry Rate	_____%			_____%	
Transaction Fee	$_____	$_____	$_____	$_____	$_____
Advantage Billing	$_____	$_____	$_____	$_____	$_____
One Rate	$_____	$_____			
Monthly Minimum Fee	$_____	$_____	$_____	$_____	$_____
Customer Request Operator Call / Voice Authorization Fee	$_____	$_____	$_____	$_____	$_____
Monthly Processing / Statement Fee	$_____	$_____	$_____	$_____	$_____
December Risk Surcharge	_____%			_____%	
TRS Collections		See TRS Service and Recovery Rate Section	See TRS Service and Recovery Rate Section		
Warranty Maximum	☐ Face Amt. of Authorized Item *or $* _____			☐ Face Amt. of Authorized Item *or $* _____	
MICR Floor Limit					
Other: _____	$_____	$_____	$_____	$_____	$_____

Check *ALL* TeleCheck Services that apply:	☐ COD Warranty	☐ Mail Order Warranty	☐ Check Cashing Warranty	☐ Check Cashing Verification	☐ Other
Average Check Size	$_____	$_____	$_____	$_____	$_____
Total Monthly Check / Call Volume	$_____	$_____	$_____	$_____	$_____
Inquiry Rate	_____%	_____%	_____%	_____%	_____%
Transaction Fee	$_____	$_____	$_____	$_____	$_____
Advantage Billing	$_____	$_____	$_____	$_____	$_____
One Rate					
Monthly Minimum Fee	$_____	$_____	$_____	$_____	$_____
Customer Request Operator Call / Voice Authorization Fee	$_____	$_____	$_____	$_____	$_____
Monthly Processing / Statement Fee	$_____	$_____	$_____	$_____	$_____
December Risk Surcharge	_____%	_____%	_____%		_____%
TRS Collections					See TRS Service and Recovery Rate Section
Warranty Maximum	☐ Face Amt. of Authorized Item *or $* _____	☐ Face Amt. of Authorized Item *or $* _____	See Section 2.1(a) of Check Cashing Warranty Addendum		☐ Face Amt. of Authorized Item *or $* _____
MICR Floor Limit					
Other: _____	$_____	$_____	$_____	$_____	$_____

See TeleCheck / TRS Agreement for definitions and any additional fees.
Note: See Section 1.38 "Damages" of the TeleCheck / TRS Agreement for early termination fees / liquidated damages.

(10) TRS SERVICES AND RECOVERY RATE

TRS *recovery services*

☐ ECA Verification with TRS
% of Item Amt. Recovered Retained by TRS: **10%**
Amt. of Return Item Fee Retained by TRS: **100%**

☐ TRS for Warranty *(Non-Compliance Items)*
% of Item Amt. Recovered Retained by TRS: **20%**
Amt. of Return Item Fee Retained by TRS: **100%**

☐ TRS Other *(including Paper Verification)*
% of Item Amt. Recovered Retained by TRS: **20%**
Amt. of Return Item Fee Retained by TRS: **100%**

NOTE: Stop payment checks due to disputes over goods or services must be returned to Subscriber for resolution.   Bank Auth: ☐ Yes ☒ No   Remittance Frequency: Monthly

(11) PAYMENT ESSENTIALS

Payment Essentials Type: _____

☐ **Web.com**   NOTE: 3 Domain Names are required if website is chosen.   *(Limit 31 characters per line)*

Domain Name #1: _____   Suffix Requested: ☐ .com ☐ .net ☐ .org   Pick a Template:

Domain Name #2: _____   Suffix Requested: ☐ .com ☐ .net ☐ .org   _____

Domain Name #3: _____   Suffix Requested: ☐ .com ☐ .net ☐ .org

☒ Same as Contact Information in Tell Us About Your Business *or* provide:

First/Last Contact Name	Contact Phone	Contact E-Mail Address

Client Initials _____ RC

DBA Name: TOWN OF SURFSIDE _____ Loc. _1_ of _23_

| STMS(TCK)1305 | (11) PAYMENT ESSENTIALS (cont'd) | STMS(TCK)CorpFee1307 | **SunTrust** |

CLIENT INFORMATION

☒ Same as Tell Us About Your Business Section *or* provide:

First/Last Contact Name	Contact Phone #	Contact E-Mail Address
JOHN DI CENSO	(305) 861-4863	JDICENSO@TOWNOFSURFSIDEFL.GOV

☐ Same as Tell Us About Your Business Section *or* provide:

| Shipping Address: 9293 HARDING AVENUE | City: SURFSIDE | State: FL | Zip: 33154 |

| ☐ Same as Contact Name *or* Provide Reporting Contact Name: | ☐ Same as Contact E-Mail Address *or* Provide Reporting E-Mail Address: |

Delivery Method: ☒ Ground ☐ 2nd Day ☐ Next Day Air

(12) LOYALTY SOLUTIONS FOR SMALL BUSINESS

QUANTITY OF CARDS: Payment Essentials ☐ 250   Standard Order ☐ *(minimum of 250)*   Custom Order ☐ *(minimum of 1000)*

PRICING

Description	Seq. Code	Qty.	Per Item Cost	TOTAL
Setup Fee	480	Per Location		
Loyalty Cards				
Loyalty Transaction Fee	484			
Loyalty Monthly Fee	486	Per Location		
		TOTAL SETUP COST:		

ADDITIONAL MARKETING SUPPLIES

Description	Seq. Code	Qty.	Per Item Cost	TOTAL
Marketing Kit - Percent or Minimum Purchase Discount	L67			
Marketing Kit - Frequency Based Messaging	L68			
Marketing Kit - Pts Balance Message or Redemption	L69			
Loyalty Graphic Design Fee	L65			

PROMOTION SELECTION

NEW Clients must choose ONE numbered promotion.
Client can add, modify or delete promotions online.

*Option A (below) can be selected in conjunction with any of the numbered promotions below.
For Standard Card orders, the design is defaulted based on the promotion that is chosen.

☐ **1) Percent Discount** - Loyalty member will get a percent discount off a purchase

Discount Percentage *(Must be a multiple of 5, between 5% - 75%):* _____

Minimum Purchase *(Must be a multiple of 5, between $5.00 - $100.00):* _____

Customer receipt will say *"You received a discount of (USD) X.XX for this transaction."*

Card Design Blue Rectangles (LR-BLU)

☐ **2) Minimum Purchase Discount** - Loyalty member will receive a discount of X.XX dollars based on selected minimum spend amount.

Discount Amount *(Must be a multiple of 5, between $5.00 - $100.00):* _____

Minimum Purchase *(Must be a multiple of 5, between $5.00 - $100.00):* _____

Customer receipt will say *"You received a discount of (USD) X.XX for this transaction."*

Card Design Blue Rectangles (LR-BLU)

☐ **3) Frequency Based Message (Punch Card)** - A message will appear on the receipt after a Loyalty member has their card swiped X times.

Number of card swipes needed for message to appear on receipt *(Must be between 1-10, 15 or 25):* _____

Message Text *(190 characters max, including spaces. Case sensitive):*

Card Design Orange Triangles (LT-ORG)

☐ **4) Point Balance Message** - A Loyalty member will receive points per dollar spent and then receive a reward via a message on the receipt once a certain number of points are earned. When the message prints on the receipt, that certain number of points is subtracted from the Loyalty member's point balance.

Points earned per dollar spent (must be a whole number): _____   # of points needed to trigger message (must be a whole number): _____

Message Text *(190 characters max, including spaces. Case sensitive):*

Card Design Green Circles (LC-GRN)

☐ **5) Points Redemption** - A Loyalty member will receive points per dollar spent and can redeem points for goods or services.

Points earned per dollar spent (must be a whole number): _____

Client to determine what goods / services will be rewarded and how many points will have to be redeemed for reward. Point redemption occurs at terminal.

Card Design Green Circles (LC-GRN)

☐ **A) Message On Every Receipt** - A message will appear on all Loyalty member's receipts.

Message Text *(190 characters max, including spaces. Case sensitive):*

STANDARD FRONT OF CARD LANGUAGE:	L1	
* Maximum 30 characters per line	L2	
* 1-4 lines of text	L3	
* Black text only		
* Center Justified only	L4	

Front of Card Font: ☐ Century ☐ Curlz ☐ Elegant Script ☐ Euro ☐ Futura ☐ Nueva ☐ Sarah Script

Use lower and/or upper case letters and spacing where desired. Title Case will be produced on Elegant and Sarah Script fonts.

Note: If front of card font choice is not indicated, default will be Century.

Client Initials _____ RC

DBA Name: <u>TOWN OF SURFSIDE</u>   Loc. <u>1</u> of <u>23</u>

SunTrust

| STMS(TCK)1305 | (12) LOYALTY SOLUTIONS FOR SMALL BUSINESS (cont'd) | STMS(TCK)CorpFee1307 |

CUSTOM DESIGN

☐ Client to supply artwork via electroninc format to LoyaltyArt@firstdata.com.

PROOF INFORMATION

☐ E-Mail proof. E-Mail address for proof approval: _____

☐ No E-Mail available. Proof will be sent Next Day Air to Client address. Cost will be passed through to Client.

BACK OF CARD LANGUAGE SELECTION

STANDARD BACK OF CARD LANGUAGE: ☐ Thank you very much for your business. We look forward to seeing you again.

CUSTOM BACK OF CARD LANGUAGE: ☐ Custom back of card language is to be sent to LoyaltyArt@firstdata.com.
If no back of card language on Custom Cards is received, it will default to Standard back of card language:
"Thank you very much for your business. We look forward to seeing you again."
Please note: It is advised that you seek legal advice for custom back of card language.

(13) GIFT CARD SETUP

Payment Essentials
Gift Card To Go   ☐ 100   ☐ 250   ☐ 500
Custom   ☐ 1000

Gift Card To Go   ☐ 100
Standard Order   ☐ 250   ☐ 500   ☐ 1000
Custom Order   ☐ 1000

GIFT CARD TO GO PRICING SCHEDULE

Description	Qty.	Seq. Code	Per Item Cost	TOTAL	Description	Qty.	Seq. Code	Per Item Cost	TOTAL
Gift Cards To Go					Transaction Fee		G66-G71		
		TOTAL SETUP COST:							

STANDARD PRICING SCHEDULE

Description	Qty.	Seq. Code	Per Item Cost	TOTAL	Description	Qty.	Seq. Code	Per Item Cost	TOTAL
Standard Cards					Transaction Fee		G66-G71		
Standard Carriers					Envelopes		G74		
Gift Card Setup Fee	Per Location	G34							
								TOTAL SETUP COST:	0.00

CUSTOM PRICING SCHEDULE

Description	Qty.	Seq. Code	Per Item Cost	TOTAL	Description	Qty.	Seq. Code	Per Item Cost	TOTAL
Custom Cards					Transaction Fee		G66-G71		
Custom Carriers					Color & Image Setup Fee	Per Order	G33		
Gift Card Setup Fee	Per Location	G34			Graphic Design Assistance		G40		
								TOTAL SETUP COST:	0.00

MARKETING & PROMOTIONAL MATERIALS

Description	Seq. Code	Part Code	Qty.	Per Item Cost	TOTAL	Description	Seq. Code	Part Code	Qty.	Per Item Cost	TOTAL
Acrylic Stand w/ Box	G35	MNRQ				Single J Hook Rack	G42	MNF2			
Acrylic Stand w/o Box	G48	MNRP				3-sided Hook Rack	G42	MNF4			
Insert Poster Standard	G30	MNRR				Table Tent Acrylic Stand	G48	MNG5			
Insert Poster Custom	G61					Table Tent Poster	G30	MNG6			
Door Decal	G36	MNRH				Welcome Kit	G77				
										TOTAL COST:	

GIFT CARD TO GO & STANDARD DESIGN INFORMATION

FRONT OF CARD LANGUAGE:
* Maximum 30 characters per line.
* 1-4 lines (except for Stripe card design)
* Use lower and/or upper case letters and spacing where desired.
* Text will be printed on the cards <u>exactly</u> as provided here unless noted in the Comments section.

☐ TEXT IN ALL CAPS
☐ Text in Upper and Lower Case

L1 _____
L2 _____
L3 _____
L4 _____

Gift Card To Go & Standard Card Design Code: _____

Gift Card To Go & Standard Card Font Color: _____

Front of Card Font: _____

CUSTOM CARD DESIGN INFORMATION

☐ Artwork to be provided in electronic format and compliant with specifications set in Custom Card Artwork Requirements. Send artwork to GiftCardArt@firstdata.com.

☐ Concepts or artwork elements to be provided. Send concepts to GiftCardArt@firstdata.com.

CUSTOM PROOF EXCHANGE

☐ E-Mail proof. E-Mail address for proof approval: _____

☐ No E-Mail available. Proof will be sent Next Day Air to Client address. Cost will be passed through to Client.

Client Initials _____ RC

DBA Name: TOWN OF SURFSIDE   Loc. __1__ of __23__

(13) GIFT CARD SETUP (cont'd)

BACK OF CARD LANGUAGE SELECTION

GIFT CARD TO GO BACK OF CARD LANGUAGE	Thank you very much for your business. We look forward to seeing you again.
BACK OF CARD LANGUAGE Standard back of card language is available on standard or custom cards.	☐ Thank you very much for your business. We look forward to seeing you again. ☐ Thank you very much for your business. We look forward to seeing you again. 　Muchas Gracias por su negocio. Esperamos la oportunidad de servirle nuevamente. ☐ Blank (except for card number)
CUSTOM CARD ONLY: **BACK OF CARD LANGUAGE** Note: Custom card back of card language is only available on custom cards.	**Please note: It is advised that you seek legal advice for custom back of card language.** ☐ YES Custom back of card language is to forwarded to GiftCardArt@firstdata.com. Back of card artwork is grey scale only. If custom card language not provided, standard back of card language will be printed: "Thank you very much for your business. We look forward to seeing you again."

CARD CARRIER SELECTION

GIFT CARD TO GO Note: Gift Card to Go carrier design defaults to J Hook and cannot be changed.	**J Hook Carrier Design**
STANDARD/CUSTOM CARRIER STYLE	☐ Folding　☐ J Hook　☐ Sleeve Pocket
STANDARD/CUSTOM CARRIER DESIGN Note: Sleeve pocket is not able to be customized	☐ Standard Carrier: _____ ☐ Custom Carrier to match Standard Card Design Code: _____ ☐ Custom Carrier - Provide custom artwork to GiftCardArt@firstdata.com. ☐ Envelopes Ordered (G74)

(14) AGREEMENT APPROVAL

The statements made in this Merchant Processing Application and Agreement are true. Client acknowledges having received and read a copy of the Interchange Schedule (for card processing services), Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreements and a Confirmation Page), and Merchant Processing Application (consisting of Sections 1-16), as modified from time to time in accordance with the provisions of this Agreement, and agrees to be bound by all provisions as printed therein. Client hereby consents to receiving commercial electronic mail messages from us from time to time. Client further agrees that Client will not accept more than 20% of its card trans actions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in the Provide More Business Data section above, you are authorized to accept transactions in accordance with the percentages indicated in that Section. This signature page also serves as the signature page to the Equipment Lease Agreement and the American Express® Card Acceptance Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equip ment Lease Agreement and/or "You" and "Your" for the purposes of the American Express® Card Acceptance Agreement.

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 First Data Merchant Services Corporation 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 First Data Merchant Services Corporation 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 sent the Agreement and materials welcoming it, either to AXP's program for First Data Merchant Services Corporation 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 First Data Merchant Services Corporation servicing program, which 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.

By signing below, each of the undersigned authorizes us and our Affiliates to request and obtain from a consumer reporting agency, personal and business consumer reports. If the Application is approved, each of the undersigned also authorizes us and our Affiliates to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us and our Affiliates. Each of the undersigned authorizes us and our Affiliates to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received from all references, including banks and consumer reporting agencies. It is our policy to obtain certain infor ma tion in order to verify your identity while processing your account application.

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.

THIS MERCHANT PROCESSING APPLICATION AND AGREEMENT HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE.

Client's Business Principal: *(Please sign below)*

X Signature _____

Print Name _____ ROGER M CARLTON _____ Date: __10/27/2010__

Title: ☐ Pres. ☐ V.P. ☐ Member L.L.C. ☐ Owner ☐ Partner
☒ Other: TOWN MANAGER _____

X Signature _____

Print Name _____ Date: _____

Title: ☐ Pres. ☐ V.P. ☐ Member L.L.C. ☐ Owner ☐ Partner
☐ Other: _____

(PROCESSOR): For SunTrust Merchant Services, LLC and SunTrust Bank

X Signature _____

Approved TeleCheck Manager _____ Date: _____

Approved TRS Manager _____ Date: _____

IF TELECHECK SERVICES HAVE BEEN SELECTED, PLEASE SIGN BELOW:

X Signature _____

(15) TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account by electronic fund transfer the amount due TeleCheck and/or TRS under this Agreement and to accept all credits and debits made to its account by electronic fund transfer as a result of TeleCheck's and/or TRS' services. This authorization shall remain in effect until thirty days after revoked in writing.

X Signature _____ Print Name / Title: _____ Date: _____
Authorized Signature on TeleCheck Account for ACH

| STMS(TCK)1305 | **(16) PERSONAL GUARANTY** | STMS(TCK)1305 |

In exchange for SunTrust Merchant Services, L.L.C., SunTrust Bank, and American Express' acceptance of, as applicable, the Agreement and/or the Equipment Lease Agreement and/or American Express® Card Acceptance Agreement, the undersigned unconditionally guarantees performance of the Client's obligations under the foregoing Agreements, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify the other parties for any and all amounts due from Client under any of the foregoing Agreements. I understand that this is a Guaranty of payment and not of collection and that SunTrust Bank, SunTrust Merchant Services, L.L.C. and American Express, are relying upon this Guaranty in entering into, as applicable, the Agreement, the Equipment Lease Agreement and American Express® Card Acceptance Agreement.

Signature *(Please sign below):*   Signature *(Please sign below):*

X _____ , an individual   X _____ , an individual

ABOUT MERCHANT'S BUSINESS

Bank Code: 825   Merchant ID: _____   Buypass Merchant #: _____

☐ TR   ☐ TU

DBA NAME TOWN OF SURFSIDE   *(24 characters)*

SunTrust

Area #: _____38_____   Group #: _____01_____   Service By Region: _____4000_____   District Code: _____   ISR Rep ID: _____   SIC # _____7523_____

Check Assoc. Code: _____   Current Check Vendor: _____

CARD BANKING INFORMATION

First / Last
Contact Name: HILDA IRIGOYEN

Phone
Number: (305) 579-7179

ABA #: 061000104   DDA #: 0599993132250

☐ ATTACH A COPY OF FUNDING CHECK OR BANK LETTERHEAD/LOGO SIGNED BY A BANK OFFICER WITH TYPED ABA/DDA. **MUST** INCLUDE BANK NAME & ADDRESS.

CHECKLIST INFORMATION

Regional Office Received Date: _____   MCC: 7523   Merchant Type: 6000   RELM: RSA

Pricing Grid # RSA00046   ☐ Special Pricing Model   ☐ Association Grid   ☒ Linkback # 825000001   NRPT: 0.01%   NCPT: 0.01%

Sales Support ID: _____MOWE_____   Office Admin.: _____   Card Rep. # _____STCL_____   TeleCheck Rep. # _____

Print Sales Rep. Name: Michelle Diprima   Initial: _____MD_____   Sales Lead Tracking #: _____

HIERARCHY: Referral Partner Lead: ☐ Yes ☐ No   If yes,

Bank: 825990001885   Agent: 825970001889   Partner Name: _____

Corp.: _____   Chain: _____   Buypass FIID: _____

CLIENT VISITATION

☐ **Visit Not Required (Lic. Professional)**

1. Zone: ☒ Business District ☐ Industrial ☐ Residential

2. Location: ☐ Mall   ☐ Shopping Area   ☐ Isolated
        ☒ Office   ☐ Apartment   ☐ Home
        ☐ Other: _____

3. Seasonal: ☒ No ☐ Yes, Mos. in Operation: _____
   Mos. Open Between _____ to _____

4. External Facility Description (# of Levels/Floors):
   ☒ 1   ☐ 2-4   ☐ 5-10   ☐ 11 plus

5. Merchant Occupies: ☒ Ground Floor ☐ Other: _____

6. Remaining Floor(s) Occupied by:
   ☐ Residential   ☐ Commercial   ☐ Combination

7. Advertising Name Displayed:
   ☐ Window ☐ Door ☒ Store Front

8. Approx. Square Footage:
   ☐ 0-250 ☐ 251-500 ☒ 501-2,000 ☐ 2,001+

9. # of Registers: _____1_____

10. Return Policy: ☒ Full Refund ☐ Exchge Only ☐ None

11. Do you have a refund policy for your MC / Visa / Discover®
   Network / American Express® sales? ☐ Yes ☒ No
   If yes, Check one: ☐ Exchange ☐ Store Credit ☐ Refund Cardholder
   If MC / Visa / Discover Network / American Express Credit,
   within how many days do you submit credit transactions?
   ☐ 0-3 ☐ 4-7 ☐ 8-14 ☐ Over 14 days

12. Proper License Visible (Liquor, Tax ID, etc.): ☒ Yes
   ☐ No, explain: _____

13. Your Previous
   Processor: _____

14. Your Previous
   Merchant #: _____

15. Check Reason for Changing:
   ☐ Rate ☐ Service ☐ Terminated ☐ Other: _____

16. Do You Have Previous Processor MC/Visa/Discover
   Network/American Express Statements?
   ☐ Yes ☒ No

17. Are customers required to leave a deposit?
   ☐ Yes ☒ No   If Yes, % of deposit required: _____ %
   Time Frame for Delivery: _____ Days

Comments to Credit Officer / Other Depository / Primary Savings
Account Number and Additional Information *(40 Characters)*:

MAIL CARD STATEMENTS / DOCUMENTS

Statement Recap Information: *(circle one)*   ☒ 01 = Outlet   ☐ 02 = Stmt to Bill To/No Recap   ☐ 07 = Suppress Stmt (No Stmt)   ☐ 08 = Produce Recap, No Stmt
                ☐ 09 = Bill to Address / Stmt and Recap   ☐ 10 = Recap to Bill To/Stmt to Outlet

Statement Type: *(check one)* ☐ Detail ☒ Summary   Statement Delivery Method: *(check one)* ☒ E-Mail ☐ Online ☐ Print and Mail

Statement E-Mail Address:

Head Office / Bill To Name: TOWN OF SURFSIDE	First/Last Contact Name: JOHN DI CENSO			
Address: 9293 HARDING AVENUE	City: SURFSIDE	State: FL	Zip: 33154	Phone #: (305) 861-4863

ON YOUR BUSINESS ACCOUNT *(circle one)*
CHECKING STATEMENT ROLLUP: ☐ 0 = Each Transfer   ☒ 1 = Debit/Credit Grouped (By Category)   ☐ 2 = Net Transfer Amount Only   ☐ 3 = Net Transfer EOM Fee Combined

CARD PROCESSING INFORMATION   STMS(TCK)1305

1. Processing mode: ☒ EDC: ☐ Paper Voice ☐ Tape ☐ ECR ☐ Paper Terminal   2. Funding will be processed DAILY via: ☒ ACH ☐ Bankwire

3. Bank will fund: ☒ Outlet ☐ Head Office   4. # of Plates: _____ Long _____ Short   5. Fire Safety Act: ☒ Yes ☐ No

6. Ship Equipment and Welcome Packet to *(check one)*: ☒ Outlet ☐ Head Office ☐ Other, give mailing information below ☐ No Welcome Packet and Supplies ☐ No Welcome Packet

Name:	First/Last Contact Name:		
Address:	City:	State:	Zip:

7. Debit Bill Payment Transaction Type: ☐ Internet ☐ VRU ☐ Recurring ☐ Call Center   Sponsoring Debit Network: ☒ NYCE ☒ Pulse ☒ Star

8. Additional Terminal Features: *(Check all that apply to ensure timely terminal programming)*

☐ **Auto Settle Time** _____ hh ET (military)

☐ Bar Tab

☐ Clerk / Server Entry

☐ **Debit Cash Back**
Delayed Ship Date: _____

☐ Dial Prefix ☐ Dial 9 ☐ Other: _____

☐ Dial Suffix: _____

☐ E-Commerce

☐ If IP _____
(List Current Provider)

☐ QSR-CR/SMT
(Convenience/Small Ticket)

☐ QSR Print Option _____

☐ Invoice Number

☐ Multi-Trans
(PC/Register/Software Only)

☐ No Server/Ticket ID

☐ Remove Room # Prompt

☐ Remove Ticket # Prompt

☐ Retail Gas

☐ Retail With Tip

☐ Ship Method
(Overnight)

☐ Tip % Option

☐ Verify Amount
Prompt

☐ Partial Approval

☐ Purchase w/
Balance Return

☐ Standalone
Balance Inquiry

☐ Amex Prepaid Program
Preference *(Choose One)*
☐ Partial Auth
☐ Balance Back

☐ Other _____

PINPad:
☐ DES Encryption
☐ DUKPT
☐ Access Code
#_____

Terminal Features: *(Cont'd)*

	Key Disable	Password *or* Protect
Credits	☐	☐
Voids	☐	☐
Forces	☐	☐
Reviews	☐	☐
Bal/Settle	☐	☐
Auth Only	☐	☐
Reports	☐	☐
Tip Adjustment	☐	☐

Comments: _____

(**NOTE:** Completing the Comments field will result in a 48 hour terminal programming delay)

MERCHANT PROCESSING CREDIT ADDENDUM

SunTrust

Client's DBA Name: <u>TOWN OF SURFSIDE</u>

OTHER ENCLOSURES (Check)

1. Financial Statements (2 years most recent) required for:
   - ☐ Low to Moderate Risk — $3MM or greater
   - ☐ Mail/Telephone Order — $1MM or greater and exceeding percentage requirements
   - ☐ Business to Business — $1MM or greater
   - ☐ Internet — $1MM or greater

2. Method of Advertising: *(Attach at least one)*
   - ☐ Catalog
   - ☐ Phone
   - ☐ Brochure/Direct Mail
   - ☐ Newspaper/Journal
   - ☐ TV/Radio
   - ☐ Internet
   - ☐ Other *(specify)* _____

3. Brochures / Marketing Materials / Advertisement required for : ☐ Mail/Telephone Order (exceeds percentage requirement)
   ☐ Business to Business (exceeds percentage requirement)

4. Internet *(Required):*
   - ☐ Web Page Attached - OR -
   - ☐ List Web Site Address: _____

5. Other: ☐ _____

BUSINESS PREMISES

Are Your Business Premises: ☒ Owned ☐ Rented   If rented, please complete the following: Renting Since: _____   Lease Expires: _____

Landlord Name: _____

First/Last Contact Name: _____   Phone: _____

MAIL/TELEPHONE ORDER / BUSINESS TO BUSINESS / INTERNET INFORMATION   STMS(TCK)SC1305
(All Questions Must Be Answered)

1. What % of total sales represent business to business
   (vs. business to consumer)?   Business to Business ___0___ % + Business to Consumer ___100___ % = 100% (total sales)

2. What % of bankcard sales represent business to business
   (vs. business to consumer)?   Business to Business ___0___ % + Business to Consumer ___100___ % = 100% (bankcard sales)

3. Time frame from transaction to delivery:
   % of orders delivered in: 0-7 days ___100___ % + 8-14 days ___0___ % + 15-30 days ___0___ % + over 30 days ___0___ % = 100%

4. MasterCard / Visa / Discover® Network / American Express® OnePoint sales are deposited *(check one):*

   ☐ Date of order   ☐ Date of delivery   ☐ Other *(specify):* _____

5. Who performs product/service fulfillment?   Direct ___X___ ? Vendor _____ ? If Vendor, add name, address, phone.   ☐ Other *(specify):*

Describe how the transaction works, from order taking to merchant fulfillment *(attach add'l sheet, if necessary):*

_____

_____

_____

_____

_____

6. Does any of your cardholder billing involve automatic renewals or recurring transactions *(i.e., cardholder authorizes initial sale only)?* ☐ Yes ☒ No

Comments: _____

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck and/or its affiliate, TRS. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked:

1. Your Discount Rates are assessed on transactions that qualify for certain reduced interchange rates imposed by MasterCard and Visa. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Program Guide).

2. We may debit your bank account from time to time for amounts owed to us under the Agreement.

3. There are many reasons why a Chargeback may occur. When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide or see the applicable provisions of the TeleCheck Services Agreement.

4. If you dispute any charge or funding, you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.

5. The Agreement limits our liability to you. For a detailed description of the limitation of liability see Section 20 of the Card Processing General Terms; or Sections 1.17 and 1.28 of the TeleCheck/TRS Services Agreement; or Section 6.11 of the TRS Services Agreement.

6. We have assumed certain risks by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest), (see TeleCheck / TRS Services Agreement in Sections 1.1, 1.3.2, 1.3.9, 1.5.2, 1.5.7, 1.7.2, 1.7.10, 1.8.2, 1.8.8, 1.9, and 1.10) (see Section 6.4 of the TRS Services Agreement), under certain circumstances.

7. By executing this Agreement with us you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.

8. The Agreement contains a provision that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 1.38 of the TeleCheck /TRS Services Agreement.

9. If you lease equipment from Processor, it is important that you review Section 1 in Third Party Agreements. THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.

---

10. Association Disclosure

Visa and MasterCard Member Bank Information: Sun Trust Bank

The Bank's mailing address is SunTrust Bank, 7455 Chancellor Drive, Mail Code FL ? Orlando-9128, Orlando, Florida 32809, Attn: Merchant Services and it's phone number is 407-762-5044

Important Member Bank Responsibilities:

(a)   The Bank is the only entity approved to extend acceptance of Visa and MasterCard 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.

Important Merchant Responsibilities:

(a)   Ensure compliance with Cardholder data security and storage requirements.

(b)   Maintain fraud and Chargebacks below Association thresholds.

(c)   Review and understand the terms of the Merchant Agreement.

(d)   Comply with Association rules.

Print Client's Business Legal Name: <u>TOWN OF SURFSIDE</u>

By its signature below, Client acknowledges that it has received

the Interchange Qualification Matrix (version IQM.MVD.S10.1 or _____)

and complete Program Guide (version _____STMS(TCK)1305____) consisting of 46 pages (including this confirmation).

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED.

Client's Business Principal:

Signature *(Please sign below):*

X _____   <u>TOWN MANAGER</u>   <u>10/27/2010</u>

                                                                         Title   Date

<u>ROGER M CARLTON</u>

Please Print Name of Signer