

BILL NO. 2013

SPECIAL ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF THE CITY OF CUBA, MISSOURI, TO ENTER INTO AN AGREEMENT WITH NCR PAYMENT SOLUTIONS LLC TO PROCESS CREDIT CARD PAYMENTS FOR THE CUBA MUNICIPAL COURT

WHEREAS, the Board of Aldermen of the City of Cuba, Missouri (City), has determined that it is in the best interests of the City to enter into an agreement with NCR Payment Solutions LLC to process credit card payments for the Cuba Municipal Court.

BE IT ORDAINED, by the Board of Aldermen of the City of Cuba, Missouri, as follows:

Section 1: The City of Cuba, Missouri, shall enter into an agreement with NCR Payment Solutions LLC to process credit card payments for the Cuba Municipal Court. A copy of said Agreement is attached hereto as Exhibit "A".

Section 2: The Mayor of the City of Cuba, Missouri, is authorized to execute the Agreement on behalf of the City.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF CUBA, MISSOURI, THIS ____ DAY OF _____, 2021.

CODY LEATHERS, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved this _____ day of _____, 2021.

CODY LEATHERS, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved as to the form.
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: _____
Lance B. Thurman, #51214
901 North Pine Street, Fourth Floor
Post Office Box 47
Rolla, Missouri 65402
(573) 341-2266

ATTORNEYS FOR THE CITY OF CUBA, MISSOURI

Alderman	Vote on First Reading On _____, 2021	Vote on Second Reading On _____, 2021
Kevin Copling		
Sam Black		
vacant		
Warren Graddy		
Curtis Holt		
Jeff Bouse		

Merchant Application & Agreement

Sales Agent Name: _____

Sales Agent ID#: _____

MCC Code: _____

Acquiring Bank Disclosure (Internal Use Only)

<p><input checked="" type="checkbox"/> BMO Harris Bank N.A. 8500 Governor's Hill Drive Cincinnati, OH 45249 (847) 240-6600</p>	<p><input type="checkbox"/> Esquire Bank 320 Old Country Rd., Ste. 101 Garden City, NY 11530 (516) 535-2002</p>	<p><input type="checkbox"/> People's Trust Company 14th Floor 888 Dunsmuir St. Vancouver, BC V6C 3K4 Canada (604) 683-2881</p>
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Processor Disclosure	Member Bank Responsibilities	Important Merchant Responsibilities
<p>NCR Payment Solutions, LLC, 864 Spring Street, Atlanta, Georgia 30308 ("NCR" or "Processor") Notwithstanding the foregoing, where the Merchant is boarded on the TSYS platform, NCR will act as payment processor for Merchant in connection with Transactions under the Agreement, except for American Express (OptBlue) card transactions, where TSYS will act as acquirer and processor, and Discover Network card transactions, where TSYS will act as processor and NCR will act as acquirer.</p>	<ol style="list-style-type: none"> 1. The Bank is the only entity approved to extend acceptance of Payment Network products directly to a Merchant. 2. The Bank must be a principle (signer) to the Merchant Agreement. 3. The Bank is responsible for educating Merchants on pertinent Operating Rules which Merchants must comply; this information may be provided to you by Processor. 4. The Bank is responsible for and must provide settlement funds to the Merchant. 5. The Bank is responsible for all funds held in reserve. 	<ol style="list-style-type: none"> 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below Payment Network thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Payment Network rules. 5. Retain a signed copy of this Disclosure Page. <p>The responsibilities listed above do not supersede the terms of the Agreement (as defined below) and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant have any problems.</p>



Merchant's Signature _____

Date _____

Merchant Application & Agreement

NOTICE: Please list the correct Agent ID# for proper application setup.

Merchant Business Information					
Legal Name ("Merchant") Missouri: City of Cuba Municipal Court		Merchant DBA or Trade Name Missouri: City of Cuba Municipal Court		Federal Tax ID 43-6000939	
Legal Address (P.O.Boxes not allowed) 202 N. Smith St.		City Cuba	State MO	Zip Code 65453	
DBA / Location Address P.O. Box 292		City Cuba	State MO	Zip Code 65453	
DBA Phone Number: 5738850854	Fax N/A	Company Website (URL):			
Contact Information (select all that apply):					
Name NCR Florida Finance		email finance.paymentsfl@ncr.com		Phone 8504449331	
Business Type					
<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation Private <input type="checkbox"/> Corporation Publicly Traded <input type="checkbox"/> Non-Profit <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Government <input type="checkbox"/> LLC STATE MO					
Years in business:	Length Owned: Years: Months:	Any prior bankruptcies? Business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, when was the Filing Date?	Personal Bankruptcy <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, when was the Filing Date?
Does this location currently take AMERICAN EXPRESS*/VISA*/MASTERCARD*/DISCOVER Network*? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Reason for leaving?		
Average Ticket Amount: \$ 75.00	Highest Ticket Amount \$ 500.00	Monthly Credit/Debit Card Volume \$ 50,000.00	Maximum Daily Sales: \$ 20,000.00	# of Daily Transactions: 25	
Nature of Business					
What type of service or product is being sold: City Fees, Court Costs and Fines			Merchant Type: <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> MO/TO <input type="checkbox"/> E-Commerce		
Sales Method: (by percent, total should = 100%) Card Present 34 % Internet 33 % Mail Order % Phone 33 % Mobile %			When is the card charged? <input checked="" type="checkbox"/> On Order <input type="checkbox"/> On Shipment <input type="checkbox"/> Other		
When is the product or service delivered? Time of Sale: <input checked="" type="checkbox"/> 1-3 Days <input type="checkbox"/> 4-5 Days <input type="checkbox"/> 6-10 Days <input type="checkbox"/> 11-15 Days <input type="checkbox"/> 30+ Days Recurring Payments %			(If other, please explain):		
Seasonal Sales? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		If yes, indicate months open: What day(s) of the month:			
Refund Policy: No Refund <input type="checkbox"/>		Other: Refund as needed.			
Do you use a third party fulfillment house? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes, provide name and phone Name: Phone:			
Do you use any third-party vendors related to accepting payments? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, provide type of service, name and contact info below. (Provide separate pages if needed.)			
Vendor Name:		Type of service:	Email:		
Address:		City	State	Zip Code	Phone

Merchant Application & Agreement

Card Brands to Accept

US Processing VISA Mastercard Discover PIN DEBIT American Express EBT (requires additional setup) FCS #

Canada Processing VISA Credit VISA Debit Mastercard Credit Mastercard Debit

Additional Processing: ACH Processing PPD CCD WEB TEL (ACH requires supporting documents)

Card Not Present Questionnaire

What percentage do you sell to: Business (B2B) 20 % Consumer (B2C) 80 %		Do you sell: <input type="checkbox"/> Locally <input checked="" type="checkbox"/> Nationally	Do you sell a service or product? <input checked="" type="checkbox"/> Service <input type="checkbox"/> Product	Do you own the product/inventory? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is the product stored at the DBA address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <small>If No, include address .</small>
Address: 202 N Smith St.		City Cuba	State MO	Zip Code 65453	
How do you advertise? (catalogs, magazines, internet, etc.) <input type="checkbox"/> Catalogs <input type="checkbox"/> Magazines <input type="checkbox"/> Online - Advertising <input type="checkbox"/> Other					
Are any other companies involved in the accepting, shipping, fulfilling the service or product, or the billing of the customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			If you currently take payments: How many chargebacks did you have for the previous year? Count: _____ Total Amount: \$ _____		

Merchant PCI DSS Information

PCI Vendor

Is your organization currently compliant with Payment Card Industry Data Security Standards (PCI DSS)? Yes No

Merchants may opt out of the Processor's PCI Compliance Program, but will be required to provide evidence of full compliance and breach insurance, with minimum coverage of \$50,000. Supporting documentation can be provided directly to the Customer Support team. All Merchants that do not properly complete the steps required to become PCI compliant will be charged a monthly noncompliance fee (disclosed in the Schedule A), until such evidence has been provided.



Merchant's Signature

Date

Merchant Application & Agreement

Bank Information (Main Deposit account)		
Bank Name Peoples Bank	Account Name City of Cuba Municipal Division	Account Type Business Checking
Routing # 081506552	DDA Account # 842893	Account Type Business Checking

Authorized Representative and Signatory Information					
Authorized Representative/Signatory Name: Melissa Brown					
Residence Address: P.O. Box 292		City Cuba	State MO	Zip Code 65453	Country United States
Email municipalcourt@ci.cuba.mo.us			Home Phone	Mobile Phone 5738850854	
Social Security #			Date of Birth	US Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Ownership % (if owner):	Owner Since:	Driver's License #	State	Issue Date	Expiration Date

Beneficial Owner and Control Person Information				
(1) The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interests of the legal entity or sole proprietorship for which the account is being opened.				
Name	Title	U.S Person: SSN	Date of Birth	Ownership (%)
Address		City	State	Zip
Name	Title	U.S Person: SSN	Date of Birth	Ownership (%)
Address		City	State	Zip
Name	Title	U.S Person: SSN	Date of Birth	Ownership (%)
Address		City	State	Zip
Name	Title	U.S Person: SSN	Date of Birth	Ownership (%)
Address		City	State	Zip
Non-U.S. Person(s): In lieu of a Social Security Number, may also provide a passport number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.				
(2) The following information for one individual with significant responsibility for managing the legal entity listed above, such as: An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions. (If appropriate, an individual listed under section (1) above may also be listed in this section (2).)				
Name of Owner		U.S Person: SSN	Date of Birth	Ownership (%)
Address		City	State	Zip

Merchant Application & Agreement

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 (including business entities) who opens an account. When you open an account, NCR will request your name, residential/physical address, date of birth, taxpayer identification number and other information/documentation that will allow us to identify you. The undersigned entities/individuals hereby unconditionally authorize NCR, Bank or its agents to: (1) update such information periodically throughout the term of the Agreement; and (2) investigate the information and references contained in this Application, and to obtain additional information about the Merchant and such individuals by obtaining credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals listed in this Application as an owner, general partner, control person, authorized representative, Signatory or Guarantor of Merchant, or providing their Social Security Number on this Application.

To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of certain legal entity customers. The formation of legal entities can be used to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute these crimes. For more information go to <https://www.federalregister.gov/documents/2016/05/11/2016-10567/customer-due-diligence-requirements-for-financial-institutions>.

IRS Reporting Verification:

Payment settlement entities are required to report to the Internal Revenue Service the amount of reportable payment card transactions. Merchant will receive an annual 1099-K providing details of your previous year's reportable payment card transactions with a copy filed electronically with the IRS. THE BUSINESS INFORMATION MUST MATCH IRS RECORDS, AND SHOULD BE THE SAME AS THE INFORMATION LISTED ON YOUR INCOME TAX RETURN. IF YOUR INFORMATION DOES NOT MATCH IRS RECORDS, THE PROCESSING OF YOUR APPLICATION MAY BE DELAYED AND YOU MAY BE SUBJECT TO MANDATORY BACKUP WITHHOLDING AS REQUIRED BY IRS REGULATIONS.

American Express Disclosure:

Existing Accounts: If you currently accept American Express (Amex), and your annual Amex volume is \$1MM or more, you must provide your 10-digit AMEX SE #. This number will remain unchanged when you begin processing with NCR.

Existing Amex SE#:

New Accounts: If you do not currently accept Amex, and your annual volume is less than \$1MM, we will establish an Amex account for you so you can start accepting Amex payments. If after you begin processing with us your Amex volume increases to more than \$1MM annually, you could be converted to an Amex direct account, in accordance with the terms of the Agreement. If you do not currently accept Amex, and your annual volume is \$1MM or more, you will need to contact Amex to set up a direct account.

OPT-OUT OF AMEX MARKETING COMMUNICATIONS: If you do not wish to receive future commercial marketing communications from Amex, email customer service at assist.payments@ncr.com or check the box below. Opting-out of marketing messages will not preclude Merchant from receiving important transactional or relationship communications from Amex.

Opt-Out of Amex Marketing: _____

Third Party Services Disclaimer: Merchant may select to participate in third-party services that are not provided by Bank. Merchant agrees that Bank is not a party to any agreement for services that are provided by a third-party and any such agreement is strictly between Merchant and the company providing the service. Merchant must be approved by each third-party company and each company may send its terms and conditions to the address of Merchant indicated herein upon such approval. Merchant agrees to be bound by such company's terms and conditions.

Privacy Policy: NCR's privacy policy is located at: <https://www.ncr.com/privacy>.

Acknowledgments and Signatures

This Merchant Application, including any other applicable, amendments, schedules, exhibits, attachments and addenda hereto, as amended (the "Application") is subject to review and approval by NCR and Bank. Merchant acknowledges receipt of the Merchant Card Processing Terms and Conditions located at <https://www.ncr.com/terms-and-conditions/> under the link 'Payment Solutions – Merchant Terms and Conditions' (the "Terms & Conditions"). This Application and the Terms & Conditions are collectively referred to as the "Agreement". All capitalized terms that are not defined in this Application have the meanings specified in the Terms & Conditions.

This Agreement is between NCR Payment Solutions, LLC ("Processor" or "NCR"), the legal entity or sole proprietor identified as the merchant on the first page of this Application (the "Merchant") and the Bank. Bank is a member of Visa, U.S.A., Inc. ("Visa") and Mastercard International, Inc. ("Mastercard"). NCR is a registered acquirer of Discover Financial Services, LLC ("Discover").

The undersigned individual ("Signatory") represents and warrants that Signatory is authorized to sign on behalf of Merchant and to bind Merchant to the terms of this Agreement. By signing below, Signatory certifies, on behalf of Merchant, that: (1) Merchant has received a full and complete copy of the Agreement; (2) Signatory has read, understands, and accepts all of the terms and conditions in the Agreement, and (3) all information provided in this Application is true, accurate, and complete.

Signatory, on behalf of Merchant: (1) agrees to be bound by the terms of the Agreement, including the venue, jurisdiction and choice of law provisions in the Terms and Conditions; and (2) acknowledges that Merchant understands and agrees to comply with the Rules.

Signatory authorizes NCR or its representative to: (1) perform a background investigation on Signatory and Merchant using a third-party credit reporting agency or other third party; (2) provide information in this Application to third parties for fraud and risk purposes; and (3) perform an initial and ongoing comprehensive credit inquiry or investigation.

Merchant irrevocably authorizes NCR to initiate Automatic Clearing House ("ACH") debit and/or credit entries from and to the designated bank account(s) for all fees, costs, and amounts due to NCR or payable to Merchant pursuant to this Agreement and the ACH rules and regulations. If a credit or debit entry is erroneously initiated, Merchant authorizes NCR to correct the error. This ACH Authorization will remain in full force and effect until NCR has collected payment on all fees, costs, and amounts due or which may become due pursuant to the Agreement. The designated bank account may not be changed or altered without thirty (30) days' prior written notice to NCR and the execution of any forms required by NCR.


Whether or not NCR approves Merchant's Application, Merchant's submission of a transaction for processing, whether to NCR, Bank or NCR's third-party providers, is an expression of Merchant's consent to the terms of the Agreement. Merchant acknowledges and agrees that the Terms & Conditions are available at <https://www.ncr.com/terms-and-conditions/> under the link for 'Payment Solutions – Merchant Terms and Conditions' and may be amended, revised, changed, or supplemented pursuant to relevant sections of the Terms & Conditions. The acceptance and processing of Transactions by Bank and/or NCR shall be deemed the consent and execution by NCR and Bank of the Agreement and will evidence NCR's and Bank's receipt, approval of, and agreement to this Application signed by Merchant.


This Agreement supersedes all prior agreements or representations between the parties whether written or oral regarding the subject matter of the Agreement. No modifications, alterations, or manual changes (including the deletion of fees) made to the Agreement will be effective unless NCR consents to such changes in a separate writing. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together constitute one and the same Agreement. A signature or other indication of acceptance received electronically or via facsimile shall be legally binding for all purposes and equally effective as an ink signature.

Merchant Legal Name:	<input type="text"/>	Date
Signatory Signature:	<input type="text" value="⊗"/>	<input type="text"/>
Signatory Name:	<input type="text"/>	
Signatory Title:	<input type="text"/>	

Unlimited Personal Guaranty

As a key inducement for NCR and Bank to enter into the Agreement (as defined above), each individual or entity signing below (a "Guarantor") agrees to be bound by all the terms and provisions of the Agreement the same as Merchant (as defined above). Each Guarantor understands that the Agreement may be renewed, extended, or modified from time to time (including with regard to fees and to Merchant's payment obligations) without notice to Guarantor, even if the modifications and/or extensions increase Guarantor(s)' obligations hereunder. Guarantor(s), individually and severally, also unconditionally and personally guarantee the Merchant's full performance of its obligations under the Agreement. Guarantor(s) understand and agree that the NCR or Bank may proceed directly against Guarantor(s) without first exhausting remedies available against Merchant. Moreover, in the event Guarantor(s) is or are natural person(s), this guaranty is continuing and shall survive the death of Guarantor(s) and be binding on Guarantor(s)' heirs and estate, without any diminution of the rights of NCR or Bank with respect to the guaranty. To the fullest extent permitted by law, Guarantor(s) waive all rights and defenses available to Guarantor(s) respecting the Bank or NCR's enforcement of this guaranty. Without limiting any of the foregoing, each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because: (i) the Agreement cannot be enforced against the Merchant; (ii) either NCR or Bank makes or agrees to changes or modifications to the Agreement; (iii) NCR or Bank releases any other Guarantor or the Merchant from any obligation under the Agreement; (iv) a law, regulation or order of any public authority affects the rights of either NCR or Bank under the Agreement; or (v) anything else happens that may affect the rights of either NCR or Bank against the Merchant or any other Guarantor. Each Guarantor further agrees that: (vi) NCR and Bank each may delay enforcing any of its rights under this guaranty without losing such rights; (vii) NCR and Bank each can demand payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor; and (viii) such Guarantor will pay all court costs, attorney's fees, and collection costs incurred by either NCR or Bank in connection with the enforcement of any terms of the Agreement or this guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court.

Guarantor Signature:	
Print Name:	
Date:	
Home Address (no P.O. box)	
Date of Birth:	
Phone Number:	

Guarantor Signature:	
Print Name:	
Date:	
Home Address (no P.O. box)	
Date of Birth:	
Phone Number:	

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
Employer identification number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Appendix A –

This agreement is non-binding and can be cancelled at any time with 30 days notice.

Boarding Set Up

1. CIS SYSTEM UTILIZED: _____
2. WEB MODULE UTILIZED _____
3. IVR SYSTEM UTILIZED: _____
4. POS SYSTEM UTILIZED: _____
5. POS DEVICES UTILIZED: _____
6. Merchant Category Code: _____
7. FEES: _____

Set Up Fees \$0.00
 FIXED Recurring Fees (monthly/annual) \$0.00

Type	Low Value	High Value	Flat	Percentage	Fees Paid By
Credit/Debit Cards	0	50.00	1.25	0.00	Payer
Credit/Debit Cards	50.01	75.00	1.75	0.00	Payer
Credit/Debit Cards	75.01	100.00	2.15	0.00	Payer
Credit/Debit Cards	100.00	9999999.99	0.00	2.15%	Payer
Electronic Checks	0	9999999.99	.50	0.00	Payer

Miscellaneous Fees

Options: EMV Swipe Readers – Pax S300 or 500 – no charge

Miscellaneous Fees

Charge-backs (credit cards) \$0.00 Paid by CLIENT
 NSF Check Returns* \$20.00 Paid by PAYER

Signature/Title:

Print Name/Title:

Date:
