

8200 Roberts Drive, Suite 150 Atlanta, GA 30350 800-675-6573 **Toll-Free** 

# Merchant Application

	8	888-214-9384 <b>Fax</b>			Sales Representative P		Phone			
01. Business Information 1 of 3										
Legal Business Name as it appears on your income tax return Lexington Fayette Urban County Government					Federal Tax ID as it appears 61-0858140					
NOTE: Failure to provide acc	g per IRS regulations. (See Part III, Section A.4 of your Program Guide for further information.)									
Billing Address 200 E. Main St					Doing Business As (DBA) Name Lexington Fayette Urban County Government					
Billing City Lexington		Billing State		ng Zip 507	Street Address (No P.O. Boxes) 200 E. Main St					
Business Phone (859)425-2255					City Lexington		State Zip KY 40507			
Mobile Phone		Customer Service Phone (888)987-8111			Website Address www.lexingtonky.gov					
Contact Person (If different	than owner)	No. of Locatio	ns	Years in Business 2016-01-27	E-mail Address					
02. Merchant Pro	file				03. Visa <sup>®</sup> , Master	Card <sup>®</sup> & Dis	scover® Inf	orma	tion	
□ Sole Proprietor □ Partnership □ Corporation □ LLC □ Non-Profit ■ Government Agency □ Association/Estate/Trust □ Political Committee					Merchant Type		Card Swiped	0	.0	%
Goods or Services Sold Business Tax		MCC	State	e Incorporated	Retail     Restaurant     Lodging		Manual Key w/Imprint Card Present w/Signature		.0	%
Do you currently accept Visa, MasterCard or Discover? □ Yes ■ No			lf Ye	s, Processor	<ul> <li>Service</li> <li>Mail &amp; Phone Order</li> <li>eCommerce</li> </ul>	Mail & Telephone Order		0	.0	%
Has merchant or any principal filed for or beenIf Yes, Datesubject to bankruptcy?□Yes∎No			s, Date		Internet a	& eCommerce	1	00	%	
04. Average Ticket & Monthly Volume										
Average MC/Visa/Discover Ticket Sale     Average MC/Visa Monthly Volume       500     2500000			Average Discover Monthly Volume Highest Ticket Amount 100000							
05. Additional Information				Average Ticket & Monthly Volume Note: Each person certifies that the average ticket size and monthly volume indicated is accurate and agrees that any transaction or monthly volume that exceeds either of the						
Refund Policy ■ All sales final □ 30 days □ Exchange only			% of	f Deposit Required	accurate and agrees that any transaction or monthly volume that exceeds either of the amounts could result in delayed and/or withheld settlement of funds.					
Do you use any third party to store, transmit or process cardholder data? □ Yes ■ No			lf Ye	s, Name	Premises  ☐ Retail Store ☐ Shopping Center  ☐ I		□ Office Building If Other esidence □ Commercial			
Do you use software for storing, transmitting or processing transactions?			If Ye	s, Name	Previous Processor	Reason for Leaving		Termination Date		
Do you use any third party fulfillment? □ Yes ■ No		lf Ye	s, Name	Percent of Orders Delivered In	7 Days	14 Days	30 Da	ys	30 +	
06. Owner 1	0	wnership %			07. Owner 2	O	wnership %			
Name		Title			Name		Title			
Home Address (No P.O. Boxes)			Home Address (No P.O. Boxes)							
City State		State	Zip		City	City State Zip				
Home Phone Number Social Secur			/ Num	ber	Home Phone Number Social Security Number					
Drivers License Number	D.L. State Date of Birth		Years at Residence	Drivers License Number	D.L. State	Date of Birth		Years a	t Residence	

## 08. Service Fee Schedule

Visa Acceptance

- Accept Visa Credit transaction only
- Accept Visa Non-PIN Debit transaction only

MasterCard Acceptance

Accept MasterCard Credit transaction only

C Accept MasterCard Non-PIN Debit transaction only

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Discover Acceptance

Discount Fees based on gross sales volume

Accept Discover Non-PIN Debit transaction only

See Section 1.9 of the Program Guide for details regarding limited acceptance

Pass Through I/C: Includes Dues & Assessments	🗖 Pri	ceSimple*	SwipePlus	**  SMAP***  QuickSwipe Pass Through Rate		0.450	%
Visa, MasterCard & Discover CREDIT Qualified Discount Rate			%	Visa, MasterCard & Discover DEBIT Qualified Discount Rate			%
CREDIT Mid-Qualified Rate	+	0.000	%	DEBIT Mid-Qualified Rate	+	0.000	%
CREDIT Non-Qualified Rate	+	0.000	%	DEBIT Non-Qualified Rate	+	0.000	%
Setup Fee	\$			Mid & Non Qual Surcharge			%
Gateway Setup Fee	\$			Annual Fee	\$		
Monthly Statement Fee	\$	10.00		<sup>†</sup> Note:PleaseseePartIII,SectionA.3oftheProgram	uidefor	earlytermi	nationfees
Monthly Minimum	\$	20		Pin-Based Debit Transactions	Through I	Network & S	witch Fees
Authorization Fee	\$	0.30	per item	PIN Debit Transaction Fee	\$		per item
Mid & Non Qual Authorization Surcharge Fee	\$		per item	Visa Settlement Network Access & Usage Fee	\$ 0.019	5	per item
Other Item Fee	\$		per item	MasterCard Settlement Network Access & Usage Fee	\$ 0.019	5	per item
Non-Bankcard Authorization Fee	\$	0.15	per item	Discover Settlement Network Access & Usage Fee	\$ 0.007	'5	per item
Voice AVS/Authorization Fee	\$	0.60	per item	Pass ACQ ISA Fee?			
Voice Response (IVR/VRU) Fee	\$	0.60	per item	Pass Visa Misuse of Auth Fee	📕 Yes	🗖 No	
Batch Header Fee	\$	0.10	per item	Pass Visa Acquirer Processing Fee	Yes	🗖 No	
AVS Surcharge	\$		per item	Pass Visa Zero Floor Limit Fee	Yes	🗖 No	
Chargeback Fee	\$	15.00	per item	Pass Visa International Acquirer Fee	Yes	🗖 No	
Retrieval Fee	\$	12.00	per item	Pass Visa Kilobyte Fee	📕 Yes	🗖 No	
Return/NSF Fee	\$	25.00		Pass Visa Transaction Integrity Fee	Yes	🗖 No	
PCI Compliance Fee****	\$	9.95		Pass Visa Fixed Acquirer Network Fee	Yes	🗖 No	
Regulatory Product Bundle Monthly Fee	\$	5.95		Pass MasterCard License Volume Fee	Yes	🗖 No	
MICROS Transaction Fee	\$		per item	Pass MasterCard Processing Integrity Fee	Yes	🗖 No	
E-Merchant View Monthly Fee	\$			Pass MasterCard Kilobyte Fee	Yes	🗖 No	
Internet Gateway Monthly Fee	\$			Pass MasterCard Acquirer Support Fee	Yes	🗖 No	
Internet Gateway Transaction Fee	\$		per item	Pass MasterCard Cross Border Fee	Yes	🗖 No	
ACH Discount Rate		0.450	%	Pass MasterCard CVC2 Fee	Yes	🗖 No	
ACH Transaction Fee	\$	0.30	per item	Pass Discover International Processing Fee	Yes	🗖 No	
Wireless Transaction Fee	\$			Pass Discover International Service Fee	Yes	🗖 No	
Wireless Monthly Access Fee	\$		per item	Pass Discover Data Usage Charge	Yes	🗖 No	
PriceSimple Monthly Fee	\$			Pass Discover Network Authorization Fee	Yes	🗖 No	
SwipePlus Monthly Fee	\$			TIN/TFN Invalid	\$	15.00	monthly
QuickSwipe Monthly Fee	\$						

\*Non-swiped transactions are assessed at 2.79% + \$0.25. A charge of 0.25% will be added to Premium and Reward credit card transactions because of the higher cost of processing these cards through Visa, MasterCard and Discover. Fees for international transactions done through MasterCard, Visa and Discover will be added to the transaction amount. Charge-back and retrieval fees are still applied at the fee defined in your merchant processing agreement. PriceSimple pricing is for Visa, MasterCard and Discover transactions only and does not include American Express transactions. ACH transactions are not included in this pricing grid. \*\*Non-swiped transactions are assessed at 3.29% + \$0.35. A charge of 0.25% will be added to Premium and Reward credit card transactions because of the higher cost of processing these cards through Visa, MasterCard and Discover. Fees for international transactions done through MasterCard, Visa and Discover will be added to the transactions only and does not include American Express transactions. ACH transactions amount. Charge-back and retrieval fees are still applied at the fee defined in your merchant processing agreement. SwipePlus pricing is for Visa, MasterCard and Discover transactions only and does not include American Express transactions. ACH transactions are not included in this pricing. \*\*\*Processed funds will held for 30 days. On day 31, you will receive next-day funding of processed transactions. A charge of 0.25% will be added to the transaction amount. Charge-back and retrieval fees are still applied at the fee defined in this pricing grid. \*\*\*Morechants will be charged \$4.905 unit they have completed their PCI complance requirement. The monthy PCI Compliance requirement. Humpting agreement. SMAP pricing for the safe \$4.905 unit they have completed their PCI Requirements through a Third Party Qualified Security Assessor (QSA) then the PCI Compliance fee will be waived. For further information please visit www.bluefin.com/pci-compliance/faq.

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\*American Express Monthly Flat Fee or Discount Rate may apply. If you wish to accept American Express please call 1-855-TAKE-AXP or 855-825-3297 to obtain your Service Establishment #

10. Bank Information				3 of 3
Name on Checking Account	Bank Name	Bank Address		
LFUCG Revenue Collection		N/A		
Account Number 191020272	ABA/Transit Number 083000137	City	State	Zip

## **11. Sales Representative Information**

I hereby certify that I have inspected the business premises as described herein. I further represent and warrant that the information set forth in this Application is true, complete and not misleading in any way and that inventory/services are consistent in type, quantity and quality with this Application. I have confirmed the identity of the individual signing this document. The Merchant appears to be conducting business as represented and I am not in possession of any knowledge to the contrary.

Sales Representative Name

Date

Sales Representative Signature

# 12. Acknowledgement & Agreement

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide (Version CP1611(ia) and Confirmation Page, which is part of this Merchant Processing Application, and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 3, Visa, Mastercard and Discover Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information subsequent consumer reports and other sources, including bank references, personal and business consumer reports and other information and to disclose such information subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. 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, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned furthermore and any information received subsequent therefore, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned furthermore agrees that all references, including banks and cort therefore the provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent therefore, including banks and consumer reporting agencies, may release and our third party subcontractors and/or agents to obtain subsequent to agent to be provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent therefor form all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

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 Bluefin Payment Systems ("Bluefin") and American Express® travel Related Services Company, Inc. ("American Express") and American Express" agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Bluefin and American Express" agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about the 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 American Express to use the reports on me from consumer reporting agencies. Such information and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies. Such information and and understand the English language. Please read the American Express Trivacy Statement at http://www.americanexpress.com/privacy to learn more about the wanerican Express yres your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

\*\*0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs including Prepaid Cards. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet). NOTE: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards for Retail, Restaurant, and Travel Agencies/Tour Operators key-entered programs. (Note: This fee applies to both OnePoint and ESA.)

An Inbound fee of .40% will be applied to any charge made using a card, including Prepaid Cards, issued by an issuer located outside of the United States (the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions) except MCC 7032, 8211, 8351, and 8220 card transactions. (Note: This fee applies to both OnePoint and ESA.)

Client authorizes Bluefin and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping. 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, 31U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by Bluefin and Bank.

Signature No.1	Title	Date
Signature No.2	Title	Date

### 13. Personal Guaranty

Personal Guarantee: In exchange for Bluefin Payment Systems, Wells Fargo Bank, N.A., and American Express (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the American Express Card Acceptance Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Signature No.1		Printed Name	Date	
Signature No.2		Printed Name	Date	
<b>Bluefin Payment Systems</b> Northridge Plaza 8200 Roberts Drive, Suite 150, Atlanta, GA 30350		Wells Fargo Bank, N.A. 1200 Montego Way Walnut Creek, CA 94598		
Approved/Accepted By:	Date	Approved/Accepted By:	Date	