

Merchant Application and Agreement



3701 Trakker Trail, Ste 1F
Bozeman, MT 59718
(866) 651-3068



100 Jericho Quadrangle, Ste 100
Jericho, NY 11753
(516) 535-2002

1. Business Information

Business Name (Doing Business As)			Website		
Business Address (No PO Box)			Billing Address (if different than location address)		
City	State	Zip	City	State	Zip
Location Phone #	Location Fax #		Business E-mail Address		
Detailed Explanation of Type of Merchandise, Products, or Services Sold:					MCC

Business Entity

Legal Business Name (as it appears on your income tax return)	Business Entity (Sole Prop, Corp, LLC, 501c, stock symbol if publically traded, etc.)
Federal Tax ID # (as it appears on your income tax return)	Date Business was Established
Prior Bankruptcies <input type="checkbox"/> If yes, please describe	State of Business Filing

Cardholder Description

Business Name	Customer Service Phone #		
Address	City	State	Zip

2. Principle(s)

Owner/Partner/Officer 1			Owner/Partner/Officer 2		
Name (First, MI, Last)			Name (First, MI, Last)		
Title	% Ownership		Title	% Ownership	
Email			Email		
Home Address (No PO Box)			Home Address (No PO Box)		
City	State	Zip	City	State	Zip
Phone #	Social Security #		Phone #	Social Security #	
Date of Birth	Drivers License # / Passport #	State Issued	Date of Birth	Drivers License # / Passport #	State Issued

3. Management & Contacts

Management			Contact 1		
Person authorized to make financial decisions on behalf of the organization Is this individual already listed in section 2? Yes <input type="checkbox"/> No <input type="checkbox"/> If No, complete this section			Name		
Name (First, MI, Last)			Title	Phone #	
Title	Phone #		Email		
Home Address (No PO Box)			Contact 2		
Home Address (No PO Box)			Name		
City	State	Zip	Title	Phone #	
Date of Birth	Drivers License # / Passport #	State Issued	Email		
Social Security #					

4. Banking

Deposit		Monthly Fees				
Bank Name		Bank Name				
Routing #		Routing #				
Account #		Account #				
Disputes		Other				
Bank Name		Deposits	Combined	<input type="checkbox"/>	Individual	<input type="checkbox"/>
Routing #		Discount Method	Daily	<input type="checkbox"/>	Monthly	<input type="checkbox"/>
Account #		Statement Delivery	Email	<input type="checkbox"/>	Paper	<input type="checkbox"/>

5. Transaction Information

****Failure to provide accurate information may result in holding of merchant funding****

				Where is the sale processed:	
Average Transaction \$	Largest Transaction \$	Seasonal <input type="checkbox"/>	Active Months	% Swiped / Storefront	
Average Monthly Volume \$	Average Yearly Volume \$	Peak Volume	\$	% Keyed	
What is your refund policy?		Peak Months		% Card Not Present	
				% Other	
				100 % Total	

Do you currently accept credit card payments? Yes No *If yes, please provide 3 months of previous processing statements*

Has merchant or owners/principles ever been terminated from accepting Bankcards for this business or any other business? Yes No
If yes, please explain

6. Card Acceptance

Accept all MasterCard, Visa, Discover Network, and American Express transactions presumed unless any selections below are checked.

<input type="checkbox"/> MasterCard Credit	<input type="checkbox"/> Visa Credit	<input type="checkbox"/> Discover Network Credit
<input type="checkbox"/> MasterCard Non-PIN Debit	<input type="checkbox"/> Visa Non-PIN Debit	<input type="checkbox"/> Discover Network Non-PIN Debit
<input type="checkbox"/> PIN Debit	<input type="checkbox"/> American Express	
<input type="checkbox"/> Pass through Debit Network Fees		
Discount Rate _____ %	Average Yearly Volume	\$ _____
Per Item Rate \$ _____	Average Transaction	\$ _____
<input type="checkbox"/> EBT	EBT # _____	<i>If applicable</i> SE# _____
Per Item Rate \$ _____		

7. Pricing

Cost Plus Pricing	Tiered Pricing
Interchange pass through plus discount rate: Visa, MasterCard, & Discover Debit and/or Credit _____ %	Qualified _____ % Mid Qualified _____ % Non Qualified _____ %
American Express Credit _____ %	American Express Surcharge on all qualifications _____ %

Pass through all Card Brand Dues, Assessments, & Network fees

Authorization & Capture Transaction Fees	Monthly Fees
Standard Authorizations	Account on File \$ 5.00
Visa, MasterCard, & Discover Debit and/or Credit \$ _____	Regulatory Compliance \$ 4.95
American Express Credit \$ _____	Merchant Protection \$ 4.95
	Monthly Minimum \$ _____
	Per Occurrence Fees
Processing Method/Occurrence Per Item Fees	Batch Fee \$ _____/item
Settled Transaction \$ _____	Annual Fee \$ _____/year
Voice Auth \$ 2.75	After Hours Help Desk \$ 5.00 /case
Electronic AVS \$ 0.05	Chargeback / Dispute Fee \$ 30.00 /item
ARU (Automated Response Unit) \$ 0.50	Retrieval Fee \$ 15.00 /item
Return Transaction \$ 0.10	ACH Reject \$ 20.00 /item
Other _____ \$ _____	Setup Fee \$ _____/one time
	Early Termination Fee \$ _____/one time
Optional Products	Non-Compliance Fees
Online Accounts Access \$ 6.99 /month	PCI Non-Compliance \$ 19.95 /month
Paper Statements \$ 2.95 /month	TIN/TFN Invalid \$ 29.95 /month

Merchant Application and Agreement

By executing this Merchant Application and Agreement ("Agreement") on behalf of the merchant described above (the "Merchant"), the undersigned individual(s): (i) represent(s) and warrant(s) that all information contained in this Agreement is true, correct and complete as of the date of this Agreement, and that such individual(s) have the requisite corporate power and authority to complete and submit this Agreement and make and provide the acknowledgements, authorizations and agreements set forth below, both on behalf of the Merchant and individually; (ii) acknowledge(s) that the information contained in this Agreement is provided for the purpose of obtaining, or maintaining a merchant account with Esquire Bank ("Bank") on behalf of the Merchant; (iii) authorize Bank and/or Frontline Processing Corporation ("ISO") to investigate the credit of the Merchant and each person listed on this Agreement; (iv) in the event this Agreement is accepted and executed by Bank, agree to the the terms set forth in this Agreement and to the Terms and Conditions included with and incorporated into this Agreement, which together form the parties' Agreement. Client authorizes ISO 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. **Merchant understands that the parties' Agreement shall not take effect until Merchant has been approved by Bank and a merchant number is issued.**

Merchant: _____
Print Legal Name of Merchant Business

Principle 1: _____
Signature of Principle/Owner

Date: _____

Principle 2: _____
Signature of Principle/Owner

Date: _____

Esquire Bank Use only:

Esquire Bank: _____ Name and Title: _____
Signature

Personal Guarantee

In consideration of Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank and to ISO under the parties' Agreement, and payment of all sums due there under, and in the event of default, hereby waives notice of default and agrees to indemnify Bank and ISO for all funds due from Merchant pursuant to the terms of the parties' Agreement. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, and further waives any and all rights or defenses arising by reason of any modification or change in the terms of the parties' Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance there under is due, and / or any change in any interest or discount rate or fee there under. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement, and unconditionally and specifically authorizes Bank, ISO or their authorized agents, to debit any overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank or ISO in connection with the enforcement of this Guaranty.

Guarantor #1: _____
Signature of Principle/Owner

Date: _____

Guarantor #2: _____
Signature of Principle/Owner

Date: _____

Bank Disclosure

Member Bank Information

Esquire Bank
100 Jericho Quadrangle, Suite 100
Jericho, NY 11753

Important Bank Responsibilities

1. Esquire Bank is the only entity approved to extend acceptance of Visa products directly to a Merchant.
2. Esquire Bank must be a principal (signor) to the Merchant Application and Agreement.
3. Esquire Bank is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply.
4. Esquire Bank is responsible for and must provide settlement funds to the Merchant.
5. Esquire Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Application and Agreement.
4. Comply with VISA Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Application and Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the VISA Member - Esquire Bank - is the ultimate authority should the Merchant have any problems.

Merchant: _____
Print Legal Name of Merchant Business

Principle 1: _____
Signature of Principle/Owner

Date: _____

Principle 2: _____
Signature of Principle/Owner

Date: _____