RESOLUTION #3478

Introduced by: Council Members Present

of the City of Berkeley, MO

A RESOLUTION OF THE CITY OF BERKELEY, AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO EXECUTE THE ATTACHED GOVERNMENTAL MERCHANT SERVICES APPLICATION WITH ELAVON

WHEREAS,	the City of Berkeley is transition	oning its banking services to Si	mmons Bank; and
WHEREAS,	the city desires to continue to	accept credit card and debit pa	ayments; and
WHEREAS,		for the Council's approve the se allow for the most successful tr	ervice vendor, Elavon, which already ransition process.
Now Therefore	, BE IT RESOLVED BY THE (COUNCIL OF THE CITY OF BE	ERKELEY, MISSOURI as Follows:
SECTION 1.	to sign the attached Government		of Berkeley, Missouri, is authorized cations with Elavon to accept card ents.
SECTION 2.	This Resolution shall be in full	force and effect from and after	r the date of its passage.
PASSED this _	day of 2019	1	
ATTEST:		Theodore Hoskins,	 Mayor
Deanna Jones,	City Clerk	Final Roll Call: Mayor Hoskins Councilwoman Hoskins Councilwoman Mitchell	Aye Nay Absent Abstain Aye Nay Absent Abstain Aye Nay Absent Abstain
Approved As To Donnell Smith,		Councilwoman Williams Councilwoman-at-Large Greene Councilman Hindeleh Councilwoman Anthony	Aye Nay Absent Abstain

COMPANY INFORMATION							
1 → DBA NAME: CITY OF BERKELEY - FINANCE							
CONTACT NAME: KEIDRA KING							
◆ DBA ADDRESS TYPE: Business ◆ DBA ADDRESS1 (NO PO BOX): 84	425 AIRPORT	ROAD					
DBA Address 2:							
◆CITY: BERKELEY	•	STATE MO	♦Z	P CODE: 6	3134		
◆ DBA PHONE #: (314)524-3313			DB	A FAX #: (3	14)264-20		
DATE FOUNDED: 1937			Moi	BILE PHONE	#: 3144003	720	
◆EMAIL ADDRESS: KING@CI.BERKELEY.MO.US							
CIP EXEMPTION: US State Local Govt/ Education							
OTHER ADDRESS (IF DIFFERENT THAN ABOVE)							
2 ☐ MAILING ☐ SHIPPING ☐ SEE ALSO SPECIAL INSTR	UCTIONS (MOR	E THAN ONE OPTION	I MAY BE SELI	ECTED)			
LOCATION NAME:			PHONE #:				
CONTACT:			FAX #:				
Address:	CITY:			;	STATE:	ZIP CODE:	
STATEMENTS/ RETRIEVALS / CHARGEBACKS		1					
STATEMENTS: DBA OR MAILING OR W-9				•		' – MUST INCLUDE CHAIN SE	•
RETRIEVALS: ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO: KII							
CHARGEBACKS: ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO: KII	NG@CI.BERK	KELEY.MO.L	JS <u>or</u> Fax	To : □ D	BA MAILING	OR MAIL TO: 🛛 DBA 🗌	MAILING
CONTACT INFORMATION (AUTHORIZED REP)							
◆ ☐ OFFICER ☑ MANAGER ☐ AUTHORIZED REPRESENTATIVE							
♦ FIRST NAME: Debra	MN: M.		NAME: Irvi	n			
◆Tittle: City Manager	♦US PERSON: Y	es					
CONTACT ADDRESS (NO PO BOX): 8425 AIRPORT ROAD		1			SS TYPE: Busi	iness	
PCITY: BERKELEY		►STATE: N			DE: 63134		
DOB:		CONTACT F	PHONE #: (3	314)400-	3705		
INDIVIDUAL ID EXEMPTION CLASS: GOVERNMENT FEDERA	AL	STATE	Loc Loc	AL (POLITI	ICAL SUBDIVIS	ION OF A US STATE)	
OTHER COMPANY INFORMATION			Γ_			Г	
♦ AVERAGE SALE AMOUNT: \$ 136.00			l —	PRESENT 1		OMNI COMMERCE (MUST	
♦ HIGH SALE AMOUNT: \$ 300.00			_	Not Presi	ENT 100%	CARD PRESENT	%
♦ Number of High Sales Transactions Annually: 12				NET 100%		CARD NOT PRESENT*	%
◆TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$ 10000				COMMERC	E	INTERNET *	%
◆ANNUAL TOTAL REVENUE: (CASH, CHECK, CARD) \$ 13,800,000			▶INTERNE	T: PRODUC	CT WEBSITE:		
♦INDUSTRY TYPE: Retail							
◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED: GOVERNMENT FE	ES		►INTERNE	T: "CONTAC	CT US" EMAIL:		
SPECIAL PROGRAM MCC ONLY:			1			VIOUS PROCESSOR REQUIRED	BELOW
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? IF NOT SAME DAY,# OF DAYS (INCLUDE SHIPPING TIME FRAME)					E PHONE #: SOR: Elavon		
IF SEASONAL, PLEASE CHECK MONTHS <u>CLOSED</u> BELOW. (CUSTOMER MUST CO. ☐ JANUARY ☐ FEBRUARY ☐ MARCH ☐ JULY ☐ AUGUST ☐ SEPTEMB		SERVICE TO DEAC APRIL OCTOBER	TIVATE AND	☐ M.		☐ JUNE ☐ DECEMBER	
BANK ACCOUNT (CHECKING ACCOUNTS ONLY)				·			
◆ DEPOSIT BANK NAME: SIMMONS BANK	♦ ABA/Routin	NG #:			◆DDA Acco	UNT #:	
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):	ABA/ROUTING	#:			DDA Accoun	NT #:	
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):	ABA/ROUTING	#:			DDA Accoun	NT #:	
☐ FAST TRACK FUNDING MONTHLY FEE \$	•	TAPE ID (OPT)	:				

CARD ACCEPTANCE (PLEAS									PRICING (CATEGORY	
☐ ALL VISA/MASTERCARD/A	MEX/UNIONPAY	// DISCOVER(JO	CB, DI, PAY PAL F	PAYMENT D	EVICE)/ WITH PIN DI	ВІТ		□ RETAIL	☐ MO	TO / INTERNET
☑ ALL VISA/MASTERCARD/A		•	, ,			•			☐ RESTAUR	Оми	II COMMERCE
	☑ MC CREDIT ☑	MC DEBIT 🛛	DISCOVER (JCB, I	D ,Pay Pal P	AYMENT	DEVICE) UNIC	ONPAY A	_	SUPERMA	ARKET (TIER	ED & EICP ONLY)
PRICING INFORMATION	T					1		FEES			1
PRICING PROGRAM: 0229	VISA/MASTERCA DISCOVEI (JCB, DI,PAY PA	R CARDS	AMERICAN E BL	XPRESS OF UE	PT	PIN D	EBIT***	APPLICATION			\$
(FIXED ONLY)	RATE* PER ITEM* RATE PER IT							Installation/Tra	\$		
QUALIFIED	%	\$	%	\$		%	\$	REPORTING & SUI	PPORT PACKAG	GE (PER MONTH)	\$
MID QUALIFIED	%	\$	%	\$				MONTHLY MINIMU	М		\$
NON QUALIFIED	%	\$	%	\$				CHARGEBACK (PER	OCCURRENCE)		\$25
OPT. CHECK CARD S	PRMKT QPS/S	SMALL TKT						RETURN ITEM/NS	F (PER OCCURRENC	E)	\$20
 -	%	\$						STATEMENT: 🛛 🛭	ELECTRONIC O	R PAPER	*40
OPT. REWARDS	%	\$						MONTHLY STATEM	MENT MAILING(F	PAPER STATEMENTS	\$10
OPT. COMMERCIAL CARD	%	\$						RUSH SHIPMENT			\$
INTERCHANGE PLUS	%	\$	%	\$		%	\$	VERIZON DATA PL	AN (PER DEVICE):	(PER MONTH)	\$
PIN DEBIT ENABLEMENT SERVICE	e Fee						\$	VERIZON DATA PL	AN OVERAGE (PER MB)	
CHECK CARD QUALIFIED	%	\$						OTHER:			\$
QUALIFIED	%	\$	%	\$		%	\$				
Qualified Rewards Qualified	%	\$				Authorizations					
MID QUALIFIED Commercial Non Qualified	%	\$	%	\$		VISA (PER AUTH)		\$	VOICE - ARU (PER AUTH)		\$0.85
COMMERCIAL NON QUALIFIED	%	\$				MasterCari) (PER AUTH)	\$	VOICE OPER	RATOR (PER AUTH)	\$0.85
Non Qualified	%	\$	%	\$		DISCOVER (PE	R AUTH)	\$	Voice - AVS	S (PER AUTH)	\$0.85
FIXED - PRICING PGM:	%	\$	%	\$		UNIONPAY (PER AUTH)					
"RATES ARE FOR ALL CARD ACCEPTANCE TYL COST. **PAYPAL ACCEPTANCE AND RATES ARE BAS ***PIN DEBIT RATE WILL BE OPTIMIZED AVAIL.	SED ON CARD PRESENT T			THROUGH AT		AMEX OPT BLUE (PER AUTH)			VOICE BANK	(REF (PER AUTH)	\$0.85
PCI SECURITY PROGRAMA	/SAFE-T PACE	KAGE				AMEX PUBLI (TPSP)(PER AL		\$	DIAL COMMUNICATION (PER AUTH)		
SECURITY PROGRAM (PER MONTH):	SafeT Silver			\$		PIN DEBIT (PE		\$			l .
SOLUTION PACKAGE				•							
Per Month. Plus taxes, if applicable)				\$							
OTHER CARD TYPES EXIS	TING			•							
AMEX SE # (10 DIGITS):			ER AUTH: \$		EB	Т	SE # (7 DI	GITS):		Per Auth	: \$
AMERICAN EXPRESS PUB	LIC SECTOR (TPSP)			-		-			_	
☐ COMPANY IS ELIGIBLE FOR AMER	ICAN EXPRESS PUB	LIC SECTOR (TPS	P) AND ACCEPTS	□ Co	MPAN	Y IS ELIGIBLE FOR	AMERICAN E	XPRESS PUBLIC SECTO	R (TPSP) BUT D	ECLINES ACCEPTANC	E
INDUSTRY TYPE:											
PRICING INFORMATION FO	R AMERICAN I	Express Pu	BLIC SECTO	r (TPSI	P)					11	
TIERED R	ATE	PE	R ІТЕМ		EN	HANCED ICI	PLUS	RATE		PER ITEM	
Qualified	%	\$			Qυ	ALIFIED		%	\$		
MID QUALIFIED		Міс	QUALIFIED		%		\$				
NON QUALIFIED	%	\$			No	N QUALIFIED		%		\$	
INTERCHANGE PLUS	%	\$									

Poin	T OF SALE (EQUIPMENT C	R SOFTWAI	RE)											
NETW	NETWORK: ☐ ELAVON ☐ OTHER ☐ A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION: VAR SERVICE PROVIDER (HOSTED): VAR (DISTRIBUTED): VENDOR: PRODUCT: VERSION:													
VAR	SERVICE PROVIDER (HOSTED):			VAR (Dis	TRIBUTE	D): VENDO	R:		Prodi	JCT:		VERSI	ON:	
# of T	, ,	OMNI ONLY):					f OF T	IDs:		(OMNI ONLY)	:			
			ī	1	ı		P	JRCHASE/SETUP	L	EASE**	Sor	TWARE/		ESS
QTY	POS DESCRIPTION	ITEM CODE	TID TYPE Omnionly	TERMINAL ENCRYPT	Owns	REPROG FEE PER UNIT		PRICE PER UNIT	TERM MONTHLY	MONTHLY RATE PER UNIT	ANNUAL FEE PER UNIT	Mon Fe Per l	E	PER AUTH FEE
1	VX520	VX520				\$	399		\$	\$	\$		\$	
						\$	\$			\$	\$	\$		\$
					\Box	\$	\$			\$	\$	\$		\$
					Ħ	\$	\$			\$	\$	\$		\$
						-	<u> </u>				+ -			•
						\$	\$			\$	\$	\$		\$
					Ш	\$	\$			\$	\$	\$		\$
	ASE NOTE THAT ALL LEASES MUST (and Member have no responsibility for, an							ALL APPLICABLE						AX EXEMPT
	ent) between Company and a third party,		Added Servicer, e	even if Elavon co				Company with respect to	such hardwar	e, software or serv	ices.			
			DE	SCRIPTION				SETUP FEI	\$	ANNUAL FEE	Monthly \$	FEE	\$	AUTH FEE
\$ \$ \$														
Ten	ANAL PROGRAMNO NOT	DUCTIONS (Φ		Ψ	
	MINAL PROGRAMING INSTI ETAIL (AUTO CLOSE DEFAULT)	RUCTIONS (QUICK		E – THIS			FORWARD		IGNATURE	CONTACT	TI ESS (±	No Si	IGNATURE)
	ESTAURANT (QUICK CLOSE DEF	AULT)		ON (DEFAULT	Γ)	FINE D				UNCTION	ССИТИС	ILLOO (I	110 01	ON TOTAL)
□ c/	ARD NOT PRESENT (AUTO CLOS	E DEFAULT)	Quick											
	DOGING (QUICK CLOSE DEFAULT	•	Quick											
		AUTO CLOSE ER PROMPT (R		T CLERK Pr	IME ZON ROMPT (I		_	CASH BACK PIN D TIP FUNCTION WA			x)			_)
Соми	IUNICATION METHOD (IP DEFAU			<u> </u>			<u> </u>	No Training		ORMATION: A				
4	XI understand that I commercial equipment least representations made by the	e and that I	will be requi	ired to mak	e mont	hly paymen	ts of	for credit-card pro \$ under hthly payments of	this lease	for the entire		term, r	egardl	CELLABLE less of any
	equipment lease to be \$. I also re	alize that I w	vill have to	рау арр	licable sales	s tax	every month and	, if I do no	t provide evid	dence of insurar	nce, I w	ill be	
	onal \$4.95monthly to cover e													
	tunity to research the cost to partion for the amount of \$							ease, i understan r making paymen						
due n	nay result in additional charge	s, potential da	mage to my											
	se residual value is \$ pl any hereby authorizes Elavon, thro	us taxes if app		"I cocor") to	automotic	ally withdraw	Comr	any's monthly losse	novmente d	nd any amount	including ony on	d all taxa	o or oth	or charges
owed i	n accordance with the lease, as ap time. A lease payment (whether p his authorization shall remain in eff	plicable, by initia aid by debit or o	ating debit entri ther means) tha	es to Compar at is not honor	ny's acco red by Ba	unt at the finar ank for any rea	ncial ir ason w	nstitution ("Bank") ind ill be subject to a ret	dicated here	on or such othe	r financial institutio	n used by	y Comp	oany from
	K NAME:	COL GIAII ECOSOI	nao received w	TREET FIGURES II		/Routing #:		511.		►DDA Acco	DUNT #:			
ELEC	CTRONIC CHECK SERVICE									ı				
	IUAL CHECK VOLUME: \$		ERAGE CHECK	AMOUNT: \$				► MAXIMUM CHECK	AMOUNT: \$		▶ECS MonthL	Y MINIMU	лм: \$	
	- PAPER CHECK CONVERS	ION												
	ESSING OPTIONS: OP (POS IMAGE)		☐ Con	VERSION WIT	H GUAR	ANTEE		GUARANTEE RATE	: %	PER TRA	NSACTION: \$			
	RC (POS IMAGE)			VERSION W/ VERSION ONI		TION <u>Or</u>		TRANSACTION: \$		PER RETURN	TRANSACTION: \$			
	CHECK - CHECK NOT PRE	SENT (CNP)	1 000	VERSION OIN	<u>- 1</u>		001	LECTIONS						
	ESSING OPTIONS:	ED T		000) \4.0	_							•-		
	ONCURRENT ENROLLMENT (INCLI IDUAL ENROLLMENT - CHOOSE O			CCD) = XNI	-			☐ ACH-ECHECK	WITH VERIF	FICATION	PER TRANSACTION	ч: \$ <u>0</u>		
	WEB – INTERNET INITIATED	,	PPD – PREAR	DANGED DAY	/MENIT			_			PER RETURN TRA	NOACTIO	¢	
		_				_	-			Г			и. Ф_	
	TEL/IVR – TELEPHONE INITIATE		CCD – CORPO					☐ ACH – ECHEC	K CONVERS	SION ONLY	PER TRANSACTION		•	
	ERGE SETUPS WILL BE CONCURI			ODUCT TYPES	S = XNP						PER RETURN TR	ANSACT	ion: Þ	
						40 1105								
SELEC	ROMPTS FOR DRIVER'S LICENSE (CTED, INFORMATION MUST BE OBT IECK FOR GUARANTEE SERVICE)	AINED N	SF SERVICE F	EE AMOUNT:	□ МА	X ALLOWED	or 🛭	NOT APPLICABLE SPECIFIED SERV	ICE FEE AM	OUNT \$ <u>20</u> (S	STATE MAX IS DEF	FAULT)		
☐ EN USER	QUIRE REPORTING ACCESS: #1 S: @ \$29.95 EACH PER							EFAULT) OR SI 1 (2 IS THE DEFA		ERVICE FEE AN	10UNT 4	-		
ACH	- ECHECK QUESTIONNAIRE													
	HAT TYPES OF PAYMENTS WILL YOU A		СН-Еснеск (е.	G., UTILITY BIL	L PAYME	NTS, MONTHLY	RENT	PAYMENTS, MONTHLY	Y BILLING FOR	R GENERAL SERV	rices)?			
	LL YOU OBTAIN AUTHORIZATION FROM	M YOUR CUSTOM	ERS PRIOR TO A	CCEPTING AN	ACH ENT	FRY IN ACCORD	DANCE	WITH THE ECS OPE	RATING G	UIDE (E.G., OR	ALLY VIA TELEPHON	E FOR TE	L/IVR, C	OR IN WRITING
3. Wii	YES NO LL YOU VERIFY AND AUTHENTICATE T STOMER'S NAME, ADDRESS AND TELI	PHONE NUMBER	OR USING A DA	TABASE TO VE	RIFY THE							OMERS (I	E.G., BY	OBTAINING A
5. Wı	LL YOU OFFER ACH-ECHECK TO EXI LL YOU MAINTAIN AND DISCLOSE TO ' LL YOU ENSURE THAT INFORMATION	OUR CUSTOMER	S PROCEDURES	FOR CANCELL	ING AN A				E BEDDECE	ITATIVE IS ACCU	RATE AND NOT A DI	IDI ICATE '	TRANCA	ACTIONI?
	YES No	o,DIII C LAUI		IONIZATI	LIVI LN	2 21 /1 00010	JLIV		INLOC!	10 A0001		LIONIE		

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REPORTING T	OOLS										
☐ MCP ONLY	<u>OR</u>	☐ MCP with OCM	► MONTHLY FEE \$	►SET UP FEE \$	▶# Users	▶SET l	UP TYPE (CHECK ONE)	☐ MID ☐ CHN			
☐ ACS		►MONTHLY FEE \$	SET UP FEE \$	▶REMOTE ID							
OTHER VAS											
DCC Conversion Rate: % DCC Rebate: %											
Dynamic Currency Conversion (DCC): DCC Conversion Rate: 76 DCC Registe: 76 Annual DCC Registration Fee: \$ DCC Exchange Rate Source: US Bank											

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FE	ES (GPISF)							
CONVENIENCE FEE SERVICES PROGRAMS	GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPI	SF assessments:						
	☐ COMPANY-MANAGED SERVICE FEE ³							
CONVENIENCE FEE FUNDING MODEL (CHECK ONE):	☐ COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVI	ICE FEE TERMINALS ⁴						
☐ COMPANY MANAGED CONVENIENCE FEE ¹	☑ ELAVON-MANAGED SERVICE FEE ⁵							
☐ ELAVON MANAGED CONVENIENCE FEE ²	CARD ACCEPTANCE (CHECK ALL THAT APPLY):							
PAYMENT TRANSACTION TYPES	_	Internet						
CREDIT (CHECK ALL THAT APPLY):	□IVR	OTHER:						
☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMERICAN EXPRESS PS	GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT	ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:						
SIGNATURE DEBIT (CHECK ALL THAT APPLY):								
☐ VISA ☐ MASTERCARD ☐ DISCOVER	AMERICAN EXPRESS GOVERNMENT AND EDUCATION PAY DISCOVER GOVERNMENT AND EDUCATION PAYMENT PRO DISCOVER GOVERNMENT AND EDUCATION PAYMENT PRO	MENT PROGRAM						
☐ PIN-Based Debit	TRANSACTION TYPES:							
☐ ACH (VIA ELECTRONIC CHECK SERVICES)	☐ FEDERAL INCOME TAX	☐ BUSINESS TAX						
ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):	☐ GOVERNMENT FEES	☐ OTHER TAX						
COMPANY PROPRIETARY SOLUTION OR SERVICE PROVIDER	☐ STATE INCOME TAX	☐ TUITION ☐ OTHER EDUCATION EXPENSES						
OTHER:	REAL ESTATE PROPERTY TAX	_						
CONVENIENCE FEE PRICING:	PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMEI PROGRAMS)(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY I	NT TYPES ARE SUPPORTED FOR ALL ELECTS GPISF ASSESSMENT):						
Convenience Flat Fee Amount: \$	☐ CREDIT – (CHECK ALL THAT APPLY):							
CONVENIENCE FEE %: (MasterCard, Discover & ACH Programs only)	☑ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399							
IMPLEMENTATION FEE (IF APPLICABLE): \$	MasterCard − Eligible MCCs: 8211, 8220, 8.	299, 9211, 9222, 9223, 9311, 9399, 9402						
	☑ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)							
	☐ AMERICAN EXPRESS PS – ELIGIBLE MCCS: 8211	, 8220, 8244, 8249, 9211, 9311, 9399, 9222						
	☑ SIGNATURE DEBIT – (CHECK ALL THAT APPLY)							
	☑ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 824	9, 9211, 9222, 9311, 9399						
	MasterCard − Eligible MCCs: 8211, 8220, 8.	299, 9211, 9222, 9223, 9311, 9399, 9402						
	☑ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)							
	☐ ACH (VIA ELECTRONIC CHECK SERVICES)							
	ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE	USED BY COMPANY (CHECK ALL THAT APPLY):						
	SERVICE FEE TERMINAL	.						
	☐ COMPANY PROPRIETARY SOLUTION OR SERVICE PROVIDE	≣R						
	☐ SAFE-T SERVICES (ADDITIONAL ENROLLMENT FORM REQU	UIRED)						
	☐ OTHER:							
	GPISF PRICING:							
	CREDIT CARD SERVICE FEE: 3% OR \$							
	SIGNATURE DEBIT SERVICE FEE: 3% OR \$							
	•	•						
	ACH (VIA ELECTRONIC CHECK SERVICES):	\$						
	IMPLEMENTATION FEE (IF APPLICABLE):	\$						

^{1 &}quot;Company-Managed" Convenience Fee means that Company establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the

applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all Convenience Fee Transactions.

2 "Elavon- Managed" Convenience Fee means that Elavon establishes the amount of the Convenience Fee and retains the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement for Convenience Fee Transactions. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

3 "Company-Managed" Service Fee means that Company establishes the amount of the GPISF, programs its POS Devices to assess the GPISF, and retains the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations). Company pays Elavon the per transaction fees as set forth in this application for all GPISF Transactions.

4 "Company-Managed with Elavon POS Devices/Service Fee Terminals" means that Elavon programs the POS Devices to assess the GPISF established by Company and Company retains the GPISF. Company pays Elavon the per transactions.

Company retains the GPISF. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all GPISF Transactions.

5 "Elavon-Managed" Service Fee means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

SUBSTITUTE FORM W-9				
☐ GOVERNMENT				
☐ NON-PROFIT CHARITABLE OR SOCIAL (INCLUDE DO	CUMENTS THAT SUPPOR	T TAX EXEMPT STATUS)		
☐ OTHER				
◆ LEGAL BUSINESS NAME*: CITY OF BERKEL	LEY			
*Name (of business) as shown on your business in	NCOME TAX RETURNS. F	or Sole Proprietors, this si	HOULD A	ALWAYS BE THE OWNER'S NAME.
◆ LEGAL BUSINESS ADDRESS (NO PO BOX): 8425	AIRPORT ROAD)	OR	TIN (EMPLOYER ID #): 43-6000227
◆CITY: BERKELEY	♦STATE: MO	◆ ZIP CODE: 63134	UR	▶TIN (SOCIAL SECURITY #):
5 COMPANY REPRESENTATIONS AND	CERTIFICATIONS			
applicable), with offices at 7300 Chapman Highw complete and properly reflects the business and Company Application and the Agreement. The signature to Transaction to us, shall be the Company's acceptance of a ("TOS"), the Addendum to the Terms of Service for Govern https://www.merchantconnect.com/CWRWeb/pdf/TOS EN through Transend Pay you also agree to the Terms and CP ay Services Chapter. If Company does not have access to Operating Guide, Company agrees to comply with the Agricomply will result in termination of processing services. Ca	yay, Knoxville, TN 37920 (inancial condition of Com ory an authorized represen and agreement to the term ment/Institutional Compa MG.pdf and https://www.mb onditions set out under the to view the TOS or Operat eement, and all applicable upitalized terms shall, unle	collectively, "we" or "us") that (i) all ppany; and (ii) the persons signing tative of Company on the Compan is and conditions contained in the Anies attached hereto, and the Opeerchantconnect.com/CWRWeb/pdf Presources tab at www.elavon.cc ing Guide at our website please collections, rules, and regulations inclus so otherwise defined in this Compa	Information this Comy Application Agreeme rating Guarding Guarding Guarding the reamy Application Application that any Application the reamy Application that the ream that the rea	ntative(s) represent and warrant to Elavon, Inc. ("Elavon" or "member" as tion provided in this company application ("Company Application") is true and pany Application are duly authorized to bind Company to all provisions of this ation, or the transmission of a Transaction Receipt or other evidence of a wint including, without limitation, this Company Application, the Terms of Service uide incorporated herein by this reference and located at our website at TTING GUIDE_Eng.pdf , respectively. If you are accepting electronic payments endpay, and as subsequently amended in the Operating Guide in the Transend ir customer service center. Notwithstanding any such non-receipt of the TOS or rules and regulations of the Payment Networks, and understands that failure to ication, have the same meaning ascribed to them in the TOS and Operating Guide.
				any understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.
	orts on Company that we	consider necessary to review the a	cceptan	eafter, to investigate the business history and background of Company and to ce and continuation of this Company Application. Company also authorizes any
				unding of terrorism and money laundering activities, Federal law requires all will ask for certain information and identifying documents to allow us to identify
This Company Application may be signed in one or more a	counterparts, each of which	h shall constitute an original and al	II of which	the taken tegether, shall constitute one and the same Company

Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.

All companies must comply with the requirements of the Poyment Card Industry Data Security Standards ("PCL DSS"). Flavon requires Level 4 companies (determined based on Transaction values) to use

All companies must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 companies (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Any company that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee of \$59.99 until Elavon is provided with validation of PCI DSS compliance. Company may be eligible for Data Breach Financial Assistance Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for assistance details and conditions.

American Express Acceptance Program (Acceptance Program). If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an

♦SIGNATURE: X	◆PRINTED NAME: Theodore Hoskins	♦Title: Mayor	◆DATE:
SIGNATURE: X	PRINTED NAME: Debra M. Irvin	ТІТLE: City Manager	DATE:

GIGITATIONE. 70	I KINTED NAIME: DCDI & III. II VIII	mee: Oity manager	DATE:									
SUBMITTED BY (INTERNAL USE ONLY)												
To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative.												
SALES REP SIGNATURE: X	♦ PRINTED NAME: Craig Peterson	♦ REP ID #: 33496	◆DATE:									
♦ REP PHONE #: (614)356-0684	◆REP EMAIL: craig.peterson@elavon.com USA-GOV-ELV-0											

COMPANY INFORMATION							
1 → DBA NAME: CITY OF BERKELEY - PERMITTING							
CONTACT NAME: KEIDRA KING							
◆ DBA ADDRESS TYPE: Business ◆ DBA ADDRESS1 (NO PO BOX): 84	425 AIRPORT	ROAD					
DBA Address 2:							
◆CITY: BERKELEY	•	STATE MO	♦Z	IP CODE: 6	3134		
◆ DBA PHONE #: (314)524-3313			DB	A FAX #: (3	14)264-20		
DATE FOUNDED: 1937			Moi	BILE PHONE	#: 3144003	720	
◆EMAIL ADDRESS: KING@CI.BERKELEY.MO.US			•				
CIP EXEMPTION: US State Local Govt/ Education							
OTHER ADDRESS (IF DIFFERENT THAN ABOVE)							
2 ☐ MAILING ☐ SHIPPING ☐ SEE ALSO SPECIAL INSTR	UCTIONS (MORI	E THAN ONE OPTION	I MAY BE SELI	ECTED)			
LOCATION NAME:			PHONE #:				
CONTACT:			FAX #:				
Address:	CITY:			;	STATE:	ZIP CODE:	
STATEMENTS/ RETRIEVALS / CHARGEBACKS							
STATEMENTS: 🛛 DBA OR 🗌 MAILING OR 🗌 W-9						' – MUST INCLUDE CHAIN SE	•
RETRIEVALS: ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO: KII							
CHARGEBACKS: ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO: KII	NG@CI.BERK	KELEY.MO.U	JS <u>or</u> Fax	To: □ D	BA Mailing	OR MAIL TO: 🛛 DBA 🗌	MAILING
CONTACT INFORMATION (AUTHORIZED REP)							
◆ ☐ OFFICER ☑ MANAGER ☐ AUTHORIZED REPRESENTATIVE							
♦ FIRST NAME: Debra	MN: M.		NAME: Irvi	n			
◆Title: City Manager	♦US PERSON: Y	'es					
▶ CONTACT ADDRESS (NO PO BOX): 8425 AIRPORT ROAD				▶Addres	SS TYPE: Busi	iness	
▶CITY: BERKELEY		►STATE: N	10	▶ZIP COI	DE: 63134		
▶DOB:		CONTACT F	PHONE #: (3	314)400-	3705		
INDIVIDUAL ID EXEMPTION CLASS: GOVERNMENT FEDERA	AL 🗆	STATE	Loc Loc	AL (POLIT	ICAL SUBDIVIS	ION OF A US STATE)	
OTHER COMPANY INFORMATION			<u> </u>				
♦ AVERAGE SALE AMOUNT: \$ 136.00			⊠ Card	PRESENT 1	00%	OMNI COMMERCE (MUST	TOTAL 100%)
♦ High Sale Amount: \$ 300.00			☐ Card	NOT PRESI	ENT 100%	CARD PRESENT	%
♦ Number of High Sales Transactions Annually: 12			☐ INTER	NET 100%		CARD NOT PRESENT*	%
◆TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$10000				COMMERC	E	INTERNET *	%
◆Annual Total Revenue: (Cash, Check, Card) \$ 13,800,000			▶INTERNE	T: PRODUC	CT WEBSITE:		
♦Industry Type: Retail							
◆Description of product/services offered: GOVERNMENT FE	ES		►INTERNE	T: "CONTAC	CT US" EMAIL:		
SPECIAL PROGRAM MCC ONLY:			1			VIOUS PROCESSOR REQUIRED	BELOW
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? IF NOT SAME DAY,# OF DAYS (INCLUDE SHIPPING TIME FRAME)					E PHONE #: SOR: Elavon		
IF SEASONAL, PLEASE CHECK MONTHS <u>CLOSED</u> BELOW. (CUSTOMER MUST CO. □ JANUARY	<i>E ACCOUNT)</i> AY OVEMBER	☐ JUNE ☐ DECEMBER					
BANK ACCOUNT (CHECKING ACCOUNTS ONLY)		OCTOBER					
◆ DEPOSIT BANK NAME: SIMMONS BANK	♦ ABA/Routin	IG #:			♦DDA Acco	UNT #:	
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):	ABA/ROUTING	#:			DDA Accoun	NT #:	
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):	ABA/ROUTING	#:			DDA Accoun	NT #:	
☐ FAST TRACK FUNDING MONTHLY FEE \$		TAPE ID (OPT)	:				

CARD ACCEPTANCE (PLEAS									PRICING (CATEGORY	
☐ ALL VISA/MASTERCARD/A	MEX/UNIONPAY	// DISCOVER(JO	CB, DI, PAY PAL F	PAYMENT D	EVICE)/ WITH PIN DI	ВІТ		□ RETAIL	☐ MO	TO / INTERNET
☑ ALL VISA/MASTERCARD/A		•	, ,			•			☐ RESTAUR	Оми	II COMMERCE
	☑ MC CREDIT ☑	MC DEBIT 🛛	DISCOVER (JCB, I	D ,Pay Pal P	AYMENT	DEVICE) UNIC	ONPAY A	_	SUPERMA	ARKET (TIER	ED & EICP ONLY)
PRICING INFORMATION	T					1		FEES			1
PRICING PROGRAM: 0229	VISA/MASTERCA DISCOVEI (JCB, DI,PAY PA	R CARDS	AMERICAN E BL	XPRESS OF UE	PT	PIN D	EBIT***	APPLICATION			\$
(FIXED ONLY)	RATE* PER ITEM* RATE PER IT							Installation/Tra	\$		
QUALIFIED	%	\$	%	\$		%	\$	REPORTING & SUI	PPORT PACKAG	GE (PER MONTH)	\$
MID QUALIFIED	%	\$	%	\$				MONTHLY MINIMU	М		\$
NON QUALIFIED	%	\$	%	\$				CHARGEBACK (PER	OCCURRENCE)		\$25
OPT. CHECK CARD S	PRMKT QPS/S	SMALL TKT						RETURN ITEM/NS	F (PER OCCURRENC	E)	\$20
 -	%	\$						STATEMENT: 🛛 🛭	ELECTRONIC O	R PAPER	*40
OPT. REWARDS	%	\$						MONTHLY STATEM	MENT MAILING(F	PAPER STATEMENTS	\$10
OPT. COMMERCIAL CARD	%	\$						RUSH SHIPMENT			\$
INTERCHANGE PLUS	%	\$	%	\$		%	\$	VERIZON DATA PL	AN (PER DEVICE):	(PER MONTH)	\$
PIN DEBIT ENABLEMENT SERVICE	e Fee						\$	VERIZON DATA PL	AN OVERAGE (PER MB)	
CHECK CARD QUALIFIED	%	\$						OTHER:			\$
QUALIFIED	%	\$	%	\$		%	\$				
Qualified Rewards Qualified	%	\$				Authorizations					
MID QUALIFIED Commercial Non Qualified	%	\$	%	\$		VISA (PER AUTH)		\$	VOICE - ARU (PER AUTH)		\$0.85
COMMERCIAL NON QUALIFIED	%	\$				MasterCari) (PER AUTH)	\$	VOICE OPER	RATOR (PER AUTH)	\$0.85
Non Qualified	%	\$	%	\$		DISCOVER (PE	R AUTH)	\$	Voice - AVS	S (PER AUTH)	\$0.85
FIXED - PRICING PGM:	%	\$	%	\$		UNIONPAY (PER AUTH)					
"RATES ARE FOR ALL CARD ACCEPTANCE TYL COST. **PAYPAL ACCEPTANCE AND RATES ARE BAS ***PIN DEBIT RATE WILL BE OPTIMIZED AVAIL.	SED ON CARD PRESENT T			THROUGH AT		AMEX OPT BLUE (PER AUTH)			VOICE BANK	(REF (PER AUTH)	\$0.85
PCI SECURITY PROGRAMA	/SAFE-T PACE	KAGE				AMEX PUBLI (TPSP)(PER AL		\$	DIAL COMMUNICATION (PER AUTH)		
SECURITY PROGRAM (PER MONTH):	SafeT Silver			\$		PIN DEBIT (PE		\$			l .
SOLUTION PACKAGE				•							
Per Month. Plus taxes, if applicable)				\$							
OTHER CARD TYPES EXIS	TING			•							
AMEX SE # (10 DIGITS):			ER AUTH: \$		EB	Т	SE # (7 DI	GITS):		Per Auth	: \$
AMERICAN EXPRESS PUB	LIC SECTOR (TPSP)			-		-			_	
☐ COMPANY IS ELIGIBLE FOR AMER	ICAN EXPRESS PUB	LIC SECTOR (TPS	P) AND ACCEPTS	□ Co	MPAN	Y IS ELIGIBLE FOR	AMERICAN E	XPRESS PUBLIC SECTO	R (TPSP) BUT D	ECLINES ACCEPTANC	E
INDUSTRY TYPE:											
PRICING INFORMATION FO	R AMERICAN I	Express Pu	BLIC SECTO	r (TPSI	P)					11	
TIERED R	ATE	PE	R ІТЕМ		EN	HANCED ICI	PLUS	RATE		PER ITEM	
Qualified	%	\$			Qυ	ALIFIED		%	\$		
MID QUALIFIED		Міс	QUALIFIED		%		\$				
NON QUALIFIED	%	\$			No	N QUALIFIED		%		\$	
INTERCHANGE PLUS	%	\$									

Poin	T OF SALE (EQUIPMENT	OR SOFTWAR	RE)											
NETW	NETWORK: ☐ ELAVON ☐ OTHER ☐ A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION: VAR SERVICE PROVIDER (HOSTED): VAR (DISTRIBUTED): VENDOR: PRODUCT: VERSION:													
VAR	SERVICE PROVIDER (HOSTED):			VAR (Dis	TRIBUTE	D): VENDO	R:		Produ	JCT:		VERSI	ON:	
# of 1	, ,	(OMNI ONLY):				#	of T	IDs:	TID TYPE	(OMNI ONLY):				
			1			B	P	URCHASE/SETUP	Li	ASE**	Sor	TWARE/		ss
QTY	POS DESCRIPTION	ITEM CODE	TID TYPE Omnionly	TERMINAL ENCRYPT	Owns	REPROG FEE PER UNIT		PRICE PER UNIT	TERM MONTHLY	MONTHLY RATE PER UNIT	ANNUAL FEE PER UNIT	MONT FE PER U	E	PER AUTH FEE
1	VX520	VX520				\$	\$3	399		\$	\$	\$		\$
														\$
					П	\$	\$			\$	\$	\$ \$		\$
					Ħ	\$	\$			\$	\$	\$		\$
						-	<u> </u>				+ -			
						\$	\$			\$	\$	\$		\$
						\$	\$			\$	\$	\$		\$
	ASE NOTE THAT ALL LEASES MUST and Member have no responsibility for, a							ALL APPLICABLE						AX EXEMPT
	ent) between Company and a third party,		Added Servicer,	even if Elavon co				Company with respect to	such hardwar	e, software or servi	ces.			
			DE	SCRIPTION				SETUP FEI	\$	ANNUAL FEE	Monthly \$	FEE	\$	AUTH FEE
\$ \$ \$														
Ten	ANAL PROGRAMNO NOT	DUCTIONS (<u>_</u>			Ψ		Ψ	
	MINAL PROGRAMING INST ETAIL (AUTO CLOSE DEFAULT)	RUCTIONS (Quick		E – THIS			FORWARD		GNATURE	☐ CONTACT	TI ESS (±	No Si	GNATURE)
	ESTAURANT (QUICK CLOSE DEF	AULT)		ON (DEFAULT	Γ)	FINE D			_=	UNCTION		ILLOO (I	110 01	<u>OIWITORE</u>
□ c.	ARD NOT PRESENT (AUTO CLOS	E DEFAULT)	Quick											
	DODGING (QUICK CLOSE DEFAUL	•	Quick											
		AUTO CLOSE ER PROMPT (R		T CLERK Pr	IME ZON ROMPT (I		=	CASH BACK PIN D TIP FUNCTION WA		· .	CUSTO CUSTO			_)
Сомм	IUNICATION METHOD (IP DEFAU		-	<u> </u>						ORMATION: A				
4	XI understand that I commercial equipment lea representations made by th	se and that I	will be requ	ired to mak	e mont	hly payment	ts of	for credit-card pro \$ under to hithly payments of	this lease	for the entire		term, r	egardl	CELLABLE ess of any
additi oppor applic due n of lea	e equipment lease to be \$ onal \$4.95monthly to cover etunity to research the cost to cation for the amount of \$ nay result in additional charge	. I also re equipment. I u purchase the s Finally, I u es, potential da lus taxes if app ugh its Ladco Le	alize that I wunderstand the same equipmenderstand the samage to my blicable.	vill have to prine equipme ent outright at I will be proceedit rating ("Lessor"), to a	pay app nt lease . As ar persona g, and/o	licable sales e may be mon alternative illy responsit r legal action	s tax ore e to a ble fo n aga	every month and xpensive than pu lease, I understan ir making paymen inst me to collect pany's monthly lease	, if I do no irchasing to d I may put ts under the both past	t provide evidence same equinorchase the eduis lease and and future pand any amounts	ence of insurar pment outright, juipment outright that any failure yments owed u	nce, I w , and th nt at the to pay a nder the	ill be of at I had time of all amore leases	ave had an of the lease ounts when e. The end
time to term, t	time. A lease payment (whether phis authorization shall remain in ef	aid by debit or o	ther means) tha	at is not hono	ed by Ba om Com	ink for any rea	ison w minatio	ill be subject to a ret			sed by Lessor. Up			
ELE	CTRONIC CHECK SERVICE													
▶ANN	JUAL CHECK VOLUME: \$	▶A∨	ERAGE CHECK	AMOUNT: \$				► MAXIMUM CHECK	AMOUNT: \$		▶ECS Monthu	y Minimu	лм: \$	
	- PAPER CHECK CONVERS								<u> </u>	!				
	ESSING OPTIONS:		☐ Con	VERSION WIT	H GUARA	ANTEE		GUARANTEE RATE	: %	PER TRAI	NSACTION: \$			
	OP (POS IMAGE)			VERSION W/			D==							
B	RC (POS IMAGE)			VERSION W/		TION <u>OR</u>		TRANSACTION: \$		PER KETURN I	RANSACTION: \$			
	CHECK - CHECK NOT PRE	SENT (CNP)	1 2 3 3 1											
☐ C INDIV	ESSING OPTIONS: ONCURRENT ENROLLMENT (INCLIDUAL ENROLLMENT - CHOOSE C	NE (ONE PER M	ID)	,				☐ ACH-ECHECK	WITH VERIF	ICATION	ER TRANSACTION	_	*	
	WEB – INTERNET INITIATED	_	PPD – Prear				F				ER RETURN TRA		N: Φ _	
	TEL/IVR – TELEPHONE INITIATE		CCD – Corpo					☐ ACH – ECHEC	k Convers	ION ONLY	PER TRANSACTION			
	ERGE SETUPS WILL BE CONCUR			ODUCT TYPES	S = XNP						PER RETURN TR	ANSACT	ION: \$	
	ER ECS CHECK CONVERSI													
SELEC ON Ch	ROMPTS FOR DRIVER'S LICENSE CTED, INFORMATION MUST BE OB RECK FOR GUARANTEE SERVICE	FAINED N	SF SERVICE F	EE AMOUNT:	□ МА	X ALLOWED	or 🛭	. NOT APPLICABLE SPECIFIED SERV DEFAULT) OR SI	ICE FEE AM	OUNT \$ <u>20</u> (S	TATE MAX IS DEF	FAULT)		
USER	NQUIRE REPORTING ACCESS: # S: @ \$29.95 EACH PER	OF SI						1 (2 IS THE DEF						
ACH	- ECHECK QUESTIONNAIR	<u> </u>												
1. W	HAT TYPES OF PAYMENTS WILL YOU	ACCEPT USING AC	CH-ECHECK (E.	G., UTILITY BIL	L PAYME	NTS, MONTHLY	RENT	PAYMENTS, MONTHLY	BILLING FOR	GENERAL SERV	ICES)?			_
3. Wi	LL YOU OBTAIN AUTHORIZATION FRC R PPD)? YES NO LL YOU VERIFY AND AUTHENTICATE: STOMER'S NAME, ADDRESS AND TEL LL YOU OFFER ACH-ECHECK TO EX	THE IDENTITY OF Y	YOUR CUSTOME OR USING A DA	RS IN ACCORD TABASE TO VE	ANCE WIT	TH THE ECS O	PER/	ATING GUIDE PRIO	R TO INITIATII	NG ACH ENTRIE	S FOR THOSE CUST			
5. Wı 6. Wı	LL YOU MAINTAIN AND DISCLOSE TO LL YOU ENSURE THAT INFORMATION YES 	YOUR CUSTOMER	S PROCEDURES	FOR CANCELL	ING AN A				CE REPRESEN	TATIVE IS ACCUP	RATE AND NOT A DU	JPLICATE '	TRANSA	CTION?

REPORTING T	OOLS							
☐ MCP ONLY	<u>OR</u>	☐ MCP with OCM	► MONTHLY FEE \$	►SET UP FEE \$	▶# Users	▶SET l	UP TYPE (CHECK ONE)	MID CHN
☐ ACS		►MONTHLY FEE \$	▶SET UP FEE \$	▶REMOTE ID				
OTHER VAS								
☐ Dynamic Currency Conversion (DCC):			DCC Conversion	on Rate:	%	DCC Rebate:	%	
☐ Dynamic C	Junen	cy Conversion (DCC)).	Annual DCC Re	Annual DCC Registration Fee: \$			ate Source: US Bank

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FE	ES (GPISF)						
CONVENIENCE FEE SERVICES PROGRAMS	GPISF SERVICES PROGRAMS [CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:						
	☐ COMPANY-MANAGED SERVICE FEE ³						
CONVENIENCE FEE FUNDING MODEL (CHECK ONE):	☐ COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVICE FEE TERMINALS ⁴						
☐ COMPANY MANAGED CONVENIENCE FEE ¹	☑ ELAVON-MANAGED SERVICE FEE ⁵						
☐ ELAVON MANAGED CONVENIENCE FEE ²	CARD ACCEPTANCE (CHECK ALL THAT APPLY):						
PAYMENT TRANSACTION TYPES	_	INTERNET					
CREDIT (CHECK ALL THAT APPLY):	□IVR	OTHER:					
☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMERICAN EXPRESS PS	GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT	ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:					
☐ SIGNATURE DEBIT (CHECK ALL THAT APPLY):	MASTERCARD GOVERNMENT AND EDUCATION PAYMENT						
☐ VISA ☐ MASTERCARD ☐ DISCOVER	 ✓ VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM ✓ AMERICAN EXPRESS GOVERNMENT AND EDUCATION PAYMENT 	MENT PROGRAM					
U VISA U IVIASTERCARU U DISCOVER	☑ DISCOVER GOVERNMENT AND EDUCATION PAYMENT PRO O O O O O O O O O O O O	OGRAM					
☐ PIN-BASED DEBIT	TRANSACTION TYPES:						
☐ ACH (VIA ELECTRONIC CHECK SERVICES)	☐ FEDERAL INCOME TAX	☐ BUSINESS TAX					
ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):	☐ GOVERNMENT FEES	☐ OTHER TAX					
COMPANY PROPRIETARY SOLUTION OR SERVICE PROVIDER	☐ STATE INCOME TAX	☐ TUITION ☐ OTHER EDUCATION EXPENSES					
OTHER:	☐ REAL ESTATE PROPERTY TAX	_					
CONVENIENCE FEE PRICING:	PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT TYPES ARE SUPPORTED FOR ALL PROGRAMS)(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENT):						
CONVENIENCE FLAT FEE AMOUNT: \$	☑ CREDIT – (CHECK ALL THAT APPLY):						
CONVENIENCE FEE %: (MasterCard, Discover & ACH Programs only)	☑ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 824	9, 9211, 9222, 9311, 9399					
IMPLEMENTATION FEE (IF APPLICABLE): \$	MasterCard − Eligible MCCs: 8211, 8220, 8	299, 9211, 9222, 9223, 9311, 9399, 9402					
	☑ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)						
	☑ AMERICAN EXPRESS PS – ELIGIBLE MCCS: 8211	1, 8220, 8244, 8249, 9211, 9311, 9399, 9222					
	☑ SIGNATURE DEBIT – (CHECK ALL THAT APPLY)						
	☑ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 824	9, 9211, 9222, 9311, 9399					
		299, 9211, 9222, 9223, 9311, 9399, 9402					
	☑ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)						
	☐ ACH (VIA ELECTRONIC CHECK SERVICES)						
	ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE	USED BY COMPANY (CHECK ALL THAT APPLY):					
	☑ SERVICE FEE TERMINAL						
	☐ COMPANY PROPRIETARY SOLUTION OR SERVICE PROVIDE	ER					
	SAFE-T SERVICES (ADDITIONAL ENROLLMENT FORM REQ	UIRED)					
	☐ OTHER:						
	GPISF PRICING:						
	CREDIT CARD SERVICE FEE: 3% OR \$						
	SIGNATURE DEBIT SERVICE FEE: 3% OR \$						
	ACH (VIA ELECTRONIC CHECK SERVICES):	\$					
	,						
	IMPLEMENTATION FEE (IF APPLICABLE):	\$					

^{1 &}quot;Company-Managed" Convenience Fee means that Company establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the

applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all Convenience Fee Transactions.

2 "Elavon- Managed" Convenience Fee means that Elavon establishes the amount of the Convenience Fee and retains the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement for Convenience Fee Transactions. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

3 "Company-Managed" Service Fee means that Company establishes the amount of the GPISF, programs its POS Devices to assess the GPISF, and retains the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations). Company pays Elavon the per transaction fees as set forth in this application for all GPISF Transactions.

4 "Company-Managed with Elavon POS Devices/Service Fee Terminals" means that Elavon programs the POS Devices to assess the GPISF established by Company and Company retains the GPISF. Company pays Elavon the per transactions.

Company retains the GPISF. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all GPISF Transactions.

5 "Elavon-Managed" Service Fee means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

SUBSTITUTE FORM W-9								
☐ GOVERNMENT	☑ GOVERNMENT							
☐ NON-PROFIT CHARITABLE OR SOCIAL (INCLU	JDE DOCUMENTS THAT SUPPOR	T TAX EXEMPT STATUS)						
☐ OTHER								
◆ LEGAL BUSINESS NAME*: CITY OF BEI	RKELEY							
*Name (of business) as shown on your bus	INESS INCOME TAX RETURNS. F	For Sole Proprietors, this	SHOULD A	ALWAYS BE THE OWNER'S NAME.				
♦ LEGAL BUSINESS ADDRESS (NO PO BOX):	8425 AIRPORT ROAI	D	OR	TIN (EMPLOYER ID #): 43-6000227				
◆CITY: BERKELEY	♦STATE: MO	◆ ZIP CODE: 63134	- OR	▶TIN (SOCIAL SECURITY #):				
COMPANY REPRESENTATIONS	AND CERTIFICATIONS							
applicable), with offices at 7300 Chapmar complete and properly reflects the busine Company Application and the Agreement. The sign Transaction to us, shall be the Company's accepta ("TOS"), the Addendum to the Terms of Service for https://www.merchantconnect.com/CWRWeb/pdf/Tthrough Transend Pay you also agree to the Terms Pay Services Chapter. If Company does not have a Operating Guide, Company agrees to comply with comply will result in termination of processing servi	n Highway, Knoxville, TN 37920 (pss and financial condition of Cornature by an authorized represen nce of and agreement to the terr r Government/Institutional Compa OS ENG.pdf and https://www.ms and Conditions set out under the access to view the TOS or Opera the Agreement, and all applicable ices. Capitalized terms shall, unle	(collectively, "we" or "us") that (i) a npany; and (ii) the persons signinitative of Company on the Compa sand conditions contained in the anies attached hereto, and the Operchantconnect.com/CWRWeb/peeResources tab at www.elavon.ting Guide at our website please laws, rules, and regulations incless otherwise defined in this Com	all informating this Company Applicate Agreeme perating Gudf/OPERAcom/transecontact outling the inpany Application	ntative(s) represent and warrant to Elavon, Inc. ("Elavon" or "member" as tion provided in this company application ("Company Application") is true and npany Application are duly authorized to bind Company to all provisions of this ation, or the transmission of a Transaction Receipt or other evidence of a enti including, without limitation, this Company Application, the Terms of Service uide incorporated herein by this reference and located at our website at TING GUIDE Eng.pdf, respectively. If you are accepting electronic payments endpay, and as subsequently amended in the Operating Guide in the Transend ir customer service center. Notwithstanding any such non-receipt of the TOS or rules and regulations of the Payment Networks, and understands that failure to ication, have the same meaning ascribed to them in the TOS and Operating Guide.				
				any understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.				
	tion reports on Company that we	consider necessary to review the	acceptan	eafter, to investigate the business history and background of Company and to ce and continuation of this Company Application. Company also authorizes any				
				unding of terrorism and money laundering activities, Federal law requires all will ask for certain information and identifying documents to allow us to identify				

you.

This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a

signed original.

All companies must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 companies (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Any company that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee of \$59.99 until Elavon is provided with validation of PCI DSS compliance. Company may be eligible for Data Breach Financial Assistance Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for assistance details and conditions.

American Express Acceptance Program (Acceptance Program). If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an

♦SIGNATURE: X	◆PRINTED NAME: Theodore Hoskins	♦ TITLE: Mayor	◆DATE:
SIGNATURE: X	PRINTED NAME: Debra M. Irvin	TITLE: City Manager	DATE:

O.O. WITCH CO.	T KINTED IVANIE. DODICE III. II VIII	mee: Oity manager	27.12.							
	SUBMITTED BY (INTERNAL USE ONLY)									
To the best of my knowledge, I certify that the information provided provided by the Company's authorized representative.	To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative.									
SALES REP SIGNATURE: X	♦ PRINTED NAME: Craig Peterson	♦ REP ID #: 33496	◆ DATE:							
♦ REP PHONE #: (614)356-0684	◆ REP EMAIL: craig.peterson@elavon.com USA-GOV-ELV-031									

COMPANY INFORMATION								
↑ DBA NAME: CITY OF BERKELEY - IMDS								
CONTACT NAME: KEIDRA KING								
◆ DBA ADDRESS TYPE: Business ◆ DBA ADDRESS1 (NO PO BOX): 84	425 AIRPORT	ΓROAD						
DBA Address 2:	DBA Address 2:							
◆CITY: BERKELEY	•	STATE MO	◆ZIP CODE: 63134					
◆ DBA PHONE #: (314)524-3313			DB	A FAX #: (3	14)264-20			
DATE FOUNDED: 1937			Мо	BILE PHONE	#: 3144003	720		
◆EMAIL ADDRESS: KING@CI.BERKELEY.MO.US			•					
CIP EXEMPTION: US State Local Govt/ Education								
OTHER ADDRESS (IF DIFFERENT THAN ABOVE)								
2 ☐ MAILING ☐ SHIPPING ☐ SEE ALSO SPECIAL INSTR	UCTIONS (MOR	RE THAN ONE OPTIOI	MAY BE SEL	ECTED)				
LOCATION NAME:			PHONE #					
CONTACT:			FAX #:					
Address:	CITY:			;	STATE:	ZIP CODE:		
STATEMENTS/ RETRIEVALS / CHARGEBACKS								
STATEMENTS: DBA OR MAILING OR W-9				•		– MUST INCLUDE CHAIN SE	•	
RETRIEVALS: ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO: KII								
CHARGEBACKS: ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO: KII	NG@CI.BER	KELEY.MO.	JS <u>or</u> Fax	To: □ D	BA Mailing	OR MAIL TO: DBA	MAILING	
CONTACT INFORMATION (AUTHORIZED REP)								
◆ ☐ OFFICER ☐ MANAGER ☐ AUTHORIZED REPRESENTATIVE	OTHER:							
♦ FIRST NAME: KEIDRA	MN: L	1	NAME: KIN	IG				
◆TITLE: FINANCE DIRECTOR	♦US PERSON: \	Yes		<u> </u>				
▶ CONTACT ADDRESS (NO PO BOX): 8425 AIRPORT ROAD				▶Addres	SS TYPE:			
▶CITY: BERKELEY		►STATE: N	10 ▶ZIP CODE: 63134					
▶DOB:		CONTACT I	PHONE #: (314)400-3720					
INDIVIDUAL ID EXEMPTION CLASS: GOVERNMENT	AL	STATE	⊠ Loc	AL (POLIT	ICAL SUBDIVIS	ION OF A US STATE)		
OTHER COMPANY INFORMATION			,					
◆Average Sale Amount: \$136.00			☐ CARD	PRESENT 1	00%	OMNI COMMERCE (MUST	TOTAL 100%)	
♦ High Sale Amount: \$300.00			☐ CARD	Not Presi	ENT 100%	CARD PRESENT	%	
◆ Number of High Sales Transactions Annually:12			☐ INTER	NET 100%		CARD NOT PRESENT*	%	
◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$ 10000			☐ OMN	COMMERC	E	INTERNET *	%	
◆Annual Total Revenue: (Cash, Check, Card) \$ 13,800,000			▶INTERNE	T: PRODUC	T WEBSITE:			
♦Industry Type: Retail								
◆Description of product/services offered: GOVERNMENT FE	ES		▶INTERNE	T: "CONTAC	CT US" EMAIL:			
SPECIAL PROGRAM MCC ONLY:			*Сиѕтом	ER SERVICE F	PHONE # AND PRE	VIOUS PROCESSOR REQUIRED	BELOW	
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? IF NOT SAME DAY,# OF DAYS (INCLUDE SHIPPING TIME FRAME)					e Phone #: sor: Elavon			
IF SEASONAL, PLEASE CHECK MONTHS <u>CLOSED</u> BELOW. (CUSTOMER MUST CO ☐ JANUARY ☐ FEBRUARY ☐ MARCH ☐ JULY ☐ AUGUST ☐ SEPTEMB	CTIVATE AND REACTIVATE ACCOUNT) MAY NOVEMBER DECEMBER							
□ JULY □ AUGUST □ SEPTEMBER □ OCTOBER □ NOVEMBER □ DECEMBER BANK ACCOUNT (CHECKING ACCOUNTS ONLY)								
◆DEPOSIT BANK NAME: SIMMONS BANK								
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):	ABA/Routing	G #:			DDA Accoun	NT #:		
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):	ABA/Routing	s #:			DDA Accoun	NT #:		
☐ FAST TRACK FUNDING MONTHLY FEE \$	TAPE ID (OPT)	······································						

CARD ACCEPTANCE (PLEAS									PRICING (CATEGORY	
☐ ALL VISA/MASTERCARD/A	MEX/UNIONPAY	// DISCOVER(JO	CB, DI, PAY PAL F	PAYMENT D	EVICE)/ WITH PIN DI	ВІТ		□ RETAIL	☐ MO	TO / INTERNET
☑ ALL VISA/MASTERCARD/A		•	, ,			•			☐ RESTAUR	Оми	II COMMERCE
	☑ MC CREDIT ☑	MC DEBIT 🛛	DISCOVER (JCB, I	D ,Pay Pal P	AYMENT	DEVICE) UNIC	ONPAY A	_	SUPERMA	ARKET (TIER	ED & EICP ONLY)
PRICING INFORMATION	T					1		FEES			1
PRICING PROGRAM: 0229	VISA/MASTERCA DISCOVEI (JCB, DI,PAY PA	R CARDS	AMERICAN E BL	XPRESS OF UE	PT	PIN D	EBIT***	APPLICATION			\$
(FIXED ONLY)	RATE*	PER ITEM*	RATE	Per It	EM	RATE	PER ITEM	Installation/Tra	Installation/Training		
QUALIFIED	%	\$	%	\$		%	\$	REPORTING & SUI	PPORT PACKAG	GE (PER MONTH)	\$
MID QUALIFIED	%	\$	%	\$				MONTHLY MINIMU	М		\$
NON QUALIFIED	%	\$	%	\$				CHARGEBACK (PER	OCCURRENCE)		\$25
OPT. CHECK CARD S	PRMKT QPS/S	SMALL TKT						RETURN ITEM/NS	F (PER OCCURRENC	E)	\$20
F	%	\$						STATEMENT: 🛛 🛭	ELECTRONIC O	R PAPER	*40
OPT. REWARDS	%	\$						MONTHLY STATEM	MENT MAILING(F	PAPER STATEMENTS	\$10
OPT. COMMERCIAL CARD	%	\$						RUSH SHIPMENT			\$
INTERCHANGE PLUS	%	\$	%	\$		%	\$	VERIZON DATA PL	AN (PER DEVICE):	(PER MONTH)	\$
PIN DEBIT ENABLEMENT SERVICE	e Fee						\$	VERIZON DATA PL	AN OVERAGE (PER MB)	
CHECK CARD QUALIFIED	%	\$						OTHER:			\$
QUALIFIED	%	\$	%	\$		%	\$				
Qualified Rewards Qualified	%	\$				Authoriz	ATIONS				
MID QUALIFIED Commercial Non Qualified	%	\$	%	\$		VISA (PER AUTH)		\$	Voice - ARI	U (PER AUTH)	\$0.85
COMMERCIAL NON QUALIFIED	%	\$				MasterCari) (PER AUTH)	\$	VOICE OPER	RATOR (PER AUTH)	\$0.85
Non Qualified	%	\$	%	\$		DISCOVER (PE	R AUTH)	\$	Voice - AVS	S (PER AUTH)	\$0.85
FIXED - PRICING PGM:	%	\$	%	\$		UNIONPAY (PE	R AUTH)	\$			
"RATES ARE FOR ALL CARD ACCEPTANCE TYL COST. **PAYPAL ACCEPTANCE AND RATES ARE BAS ***PIN DEBIT RATE WILL BE OPTIMIZED AVAIL.	SED ON CARD PRESENT T			THROUGH AT		AMEX OPT BLUE (PER AUTH)			VOICE BANK REF (PER AUTH)		\$0.85
PCI SECURITY PROGRAMA	/SAFE-T PACE	KAGE				AMEX PUBLIC SECTOR (TPSP)(PER AUTH)			DIAL COMMUNICATION (PER AUTH)		\$0.024
SECURITY PROGRAM (PER MONTH):	SafeT Silver			\$		PIN DEBIT (PE		\$			l .
SOLUTION PACKAGE				•							
Per Month. Plus taxes, if applicable)				\$							
OTHER CARD TYPES EXIS	TING			•							
AMEX SE # (10 DIGITS):			ER AUTH: \$		EB	Т	SE # (7 DI	GITS):		Per Auth	: \$
AMERICAN EXPRESS PUB	LIC SECTOR (TPSP)			-		-			_	
☐ COMPANY IS ELIGIBLE FOR AMER	ICAN EXPRESS PUB	LIC SECTOR (TPS	P) AND ACCEPTS	□ Co	MPAN	Y IS ELIGIBLE FOR	AMERICAN E	XPRESS PUBLIC SECTO	R (TPSP) BUT D	ECLINES ACCEPTANC	E
INDUSTRY TYPE:											
PRICING INFORMATION FO	R AMERICAN I	Express Pu	BLIC SECTO	r (TPSI	P)					11	
TIERED R	ATE	PE	R ІТЕМ		EN	HANCED ICI	PLUS	RATE		PER ITEM	
Qualified	%	\$			Qυ	ALIFIED		%		\$	
MID QUALIFIED	%	\$			Міс	QUALIFIED		%		\$	
NON QUALIFIED	%	\$			No	N QUALIFIED		%		\$	
INTERCHANGE PLUS	%	\$									

Poin	IT OF SALE (EQUIPMENT O	R SOFTWAR	RE)												
NETW	ORK: 🛛 ELAVON 🔲 OTHI	R						A THIRD PART	ry Integr	RATOF	R WILL BE USED	FOR IMPLEMENTA	TION:		
VAR :	SERVICE PROVIDER (HOSTED):			VAR (Dis	TRIBUTE	d): VENDO	R:		PRODUCT: VERSION:						
# OF T	TIDS: TID TYPE (C	MNI ONLY):				#	OF T	-	TID T		(OMNI ONLY):				
		T		I _	l	REPROG	P	JRCHASE/SETUP	_		MONTHLY		TWARE/ MON	WIRELI THLY	
QTY	POS DESCRIPTION	ITEM CODE	TID TYPE Omnionly	TERMINAL ENCRYPT	Owns	FEE PER UNIT		PRICE PER UNIT	TER MONT		RATE PER UNIT	ANNUAL FEE PER UNIT	FI	EE Unit	PER AUTH FEE
1	VX520	VX520			П	\$	\$3	199			\$	\$	\$	OINIT	\$
-		1				\$	\$				\$	\$	\$		\$
					H	\$	\$				\$	\$	\$		\$
				 	H	\$	\$				\$	\$	\$		\$
						\$	\$				\$	\$	\$		\$
						\$	\$				\$	\$	\$		\$
**PLF/	ASE NOTE THAT ALL LEASES MUST CO	MPLETE THE SE	CTION IMMEDIA	TELY BELOW.	INITIALS			ALL APPLICABLE	STATE A	AND I	•	1		ALES T	AX EXEMPT
Elavon	and Member have no responsibility for, and ent) between Company and a third party, in	shall have no liab	ility to Company is	n connection witi	h, any hard	lware or software,	, or any	related services, Comp	any receiv	es und	der a direct agreen	nent (including any sa			
agreem	ent) between company and a third party, in	sidding any value		SCRIPTION	niects rees	or other amounts	3 II OIII	SETUP FEI			NNUAL FEE	MONTHLY	FEE	PER	R AUTH FEE
ADDIT	TIONAL POS SERVICES:							\$		\$		\$		\$	
								\$		\$		\$		\$	
	MINAL PROGRAMING INSTR	UCTIONS (1			E – THIS										
	ETAIL (AUTO CLOSE DEFAULT) ESTAURANT (QUICK CLOSE DEFA	u т\	QUICK	CLOSE ON (DEFAULT	-\	STORE D		FORWARD			NATURE JNCTION	☐ CONTACT	TLESS (+	- No S	IGNATURE)
	ARD NOT PRESENT (AUTO CLOSE		☐ QUICK	- (1)	☐ FINE D	INING			ABFU	JNCTION				
	DODGING (QUICK CLOSE DEFAULT)		Quick												
	OM PROMPTS: TERMINAL				IME ZON			CASH BACK PIN D			·				
	O TIP (REST) NO SERVE			CLERK PI	- '			TIP FUNCTION WA				TIP FUNCTION	CASHIE	er (Rti	_)
Сомм	MUNICATION METHOD (IP DEFAULT			•							RMATION: AC				
4	XI understand that I a commercial equipment lease representations made by the	and that I	will be requ	ired to mak	e mont	hly payment	ts of	for credit-card pro \$ under to hithly payments of	this lea	ase fo	or the entire		term, ı	regard	CELLABLE less of any
of the	e equipment lease to be \$	•						every month and							charged an
additi	onal \$4.95monthly to cover ed	uipment. Ιι	understand th	ne equipme	nt lease	may be mo	ore e	xpensive than pu	irchasin	ng the	e same equip	oment outright,	and th	nat I h	ave had an
	rtunity to research the cost to pecation for the amount of \$							ease, I understan r making paymen							
	nay result in additional charges														
	se residual value is \$ plu any hereby authorizes Elavon, throu	s taxes if app		("I occor") to	automotic	ally withdraw	Comr	any's monthly losses	novmon	to one	d any amounta	including ony on	d all tays	on or oth	hor charges
owed i	any hereby authorizes Elavon, illiou in accordance with the lease, as app o time. A lease payment (whether pa this authorization shall remain in effe	licable, by initia d by debit or o	ating debit entri ther means) tha	es to Compar at is not hono	ny's acco red by Ba	unt at the finar ank for any rea	ncial ir son w	nstitution ("Bank") inc ill be subject to a ret	dicated h	nereor	n or such other	financial institutio	n used b	y Comp	pany from
	к Nаме:					VROUTING #:					▶DDA Accou	JNT #:			
ELE	CTRONIC CHECK SERVICE														
▶ANN	NUAL CHECK VOLUME: \$	▶A∨	ERAGE CHECK	AMOUNT: \$				► MAXIMUM CHECK	AMOUN"	т: \$		▶ECS Monthl	y Minim	им: \$	
ECS	- PAPER CHECK CONVERSION	ON													
	ESSING OPTIONS: OP (POS IMAGE)		☐ CON	VERSION WIT	H GUAR	ANTEE		GUARANTEE RATE	:	%	PER TRAN	ISACTION: \$			
	RC (POS IMAGE)		☐ Con	VERSION W/	VERIFICA	TION <u>Or</u>	PEF	TRANSACTION: \$		Р	er Return T	RANSACTION: \$			
□в	,		☐ Con	VERSION ON	LY		Col	LECTIONS							
	CHECK - CHECK NOT PRES	ENT (CNP)													
□С	ESSING OPTIONS: ONCURRENT ENROLLMENT (INCLU IDUAL ENROLLMENT - CHOOSE ON			CCD) = XNI	Þ			☐ ACH-Echeck	WITH VE	ERIFIC	PE CATION	ER TRANSACTION	N: \$ <u>0</u>		
	WEB – INTERNET INITIATED	I	PPD – PREAR	RANGED PAY	MENT						Pi	ER RETURN TRAI	NSACTIO	ON: \$	
	TEL/IVR – TELEPHONE INITIATED		CCD – CORPO	DRATE TO CO	RPORAT	E					-	PER TRANSACTION	ON: \$		
CONV	VERGE SETUPS WILL BE CONCURR	ENTLY ENROLL	.ED IN ALL PRO	ODUCT TYPES	S = XNP			☐ ACH – ECHEC	K CONV	ERSIC	ON ONLY	PER RETURN TR		10N: \$	<u> </u>
Отн	IER ECS CHECK CONVERSIO	N SERVICE I	REQUESTS												
	ROMPTS FOR DRIVER'S LICENSE (I			FEE PROCES	SSING @	\$2 PER NSE	ITEM	NOT APPLICABLE	FOR GU	ΙΔΡΔΝ	ITEE SERVICE				
SELEC	CTED, INFORMATION MUST BE OBTA HECK FOR GUARANTEE SERVICE)	INED N	SF SERVICE F	EE AMOUNT:	☐ MA	X ALLOWED	or [SPECIFIED SERV	ICE FEE	Амо	DUNT \$	•	S DEFAL	JLT)	
_	ACH ECHECK NSF SERVICE FEE AMOUNT: \$15 (DEFAULT) OR SPECIFIED SERVICE FEE AMOUNT \$ SPECIFY NSF RESUBMISSION ATTEMPTS: 0 OR 1 (2 IS THE DEFAULT) ACH ECHECK NSF SERVICE FEE AMOUNT \$ SPECIFY NSF RESUBMISSION ATTEMPTS: 0 OR 1 (2 IS THE DEFAULT)														
	- ECHECK QUESTIONNAIRE														
1. W	HAT TYPES OF PAYMENTS WILL YOU AC	CEPT USING AC	CH-ECHECK (E.	G., UTILITY BIL	L PAYME	NTS, MONTHLY	RENT	PAYMENTS, MONTHLY	Y BILLING	FOR (GENERAL SERVI	CES)?			
FOI	LL YOU OBTAIN AUTHORIZATION FROM R PPD)?	YOUR CUSTOME	ERS PRIOR TO A	CCEPTING AN	ACH EN	FRY IN ACCORD	ANCE	WITH THE ECS OPE	RATING	G GU	IDE (E.G., ORAI	LLY VIA TELEPHON	E FOR TE	EL/IVR, C	OR IN WRITING
3. Wi cu: 4. Wi	YES NO LL YOU VERIFY AND AUTHENTICATE TH STOMER'S NAME, ADDRESS AND TELEI LL YOU OFFER ACH-ECHECK TO EXIS	PHONE NUMBER TING OR NEW CI	OR USING A DA	TABASE TO VE	RIFY THE NEW	ACCURACY OF	THE IN	IFORMATION PROVIDE					OMERS ((E.G., B\	/ OBTAINING A
6. Wı	LL YOU MAINTAIN AND DISCLOSE TO YOLL YOU ENSURE THAT INFORMATION R YES NO								CE REPRE	SENT	ATIVE IS ACCUR	ATE AND NOT A DU	IPLICATE	TRANSA	ACTION?

REPORTING T	OOLS							
☐ MCP ONLY	<u>OR</u>	☐ MCP with OCM	► MONTHLY FEE \$	►SET UP FEE \$	▶# Users	▶SET l	UP TYPE (CHECK ONE)	MID CHN
☐ ACS		►MONTHLY FEE \$	▶SET UP FEE \$	▶REMOTE ID				
OTHER VAS								
☐ Dynamic Currency Conversion (DCC):			DCC Conversion	on Rate:	%	DCC Rebate:	%	
☐ Dynamic C	Junen	cy Conversion (DCC)).	Annual DCC Re	Annual DCC Registration Fee: \$			ate Source: US Bank

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FE	ES (GPISF)						
CONVENIENCE FEE SERVICES PROGRAMS	GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:						
	☐ COMPANY-MANAGED SERVICE FEE ³						
CONVENIENCE FEE FUNDING MODEL (CHECK ONE):	☐ COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVICE FEE TERMINALS ⁴						
☐ COMPANY MANAGED CONVENIENCE FEE ¹	☑ ELAVON-MANAGED SERVICE FEE ⁵						
☐ ELAVON MANAGED CONVENIENCE FEE ²	CARD ACCEPTANCE (CHECK ALL THAT APPLY):						
PAYMENT TRANSACTION TYPES	-	Internet					
CREDIT (CHECK ALL THAT APPLY):	□IVR	OTHER:					
☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMERICAN EXPRESS PS	GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT	ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:					
SIGNATURE DEBIT (CHECK ALL THAT APPLY):	 ✓ MASTERCARD GOVERNMENT AND EDUCATION PAYMENT ✓ VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM 						
☐ VISA ☐ MASTERCARD ☐ DISCOVER	 ☐ AMERICAN EXPRESS GOVERNMENT AND EDUCATION PAY ☑ DISCOVER GOVERNMENT AND EDUCATION PAYMENT PRO 						
□ PIN-BASED DEBIT	TRANSACTION TYPES:						
ACH (VIA ELECTRONIC CHECK SERVICES) ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED	☐ FEDERAL INCOME TAX	☐ BUSINESS TAX					
BY COMPANY (CHECK ALL THAT APPLY):	☐ GOVERNMENT FEES	OTHER TAX					
COMPANY PROPRIETARY SOLUTION OR SERVICE PROVIDER	STATE INCOME TAX	☐ TUITION ☐ OTHER EDUCATION EXPENSES					
OTHER:	☐ REAL ESTATE PROPERTY TAX PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT)	_					
CONVENIENCE FEE PRICING:	PROGRAMS)(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY I	ELECTS GPISF ASSESSMENT):					
CONVENIENCE FLAT FEE AMOUNT: \$	☑ CREDIT – (CHECK ALL THAT APPLY):						
CONVENIENCE FEE %: (MASTERCARD, DISCOVER & ACH PROGRAMS ONLY)	☑ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399						
IMPLEMENTATION FEE (IF APPLICABLE): \$	MasterCard − Eligible MCCs: 8211, 8220, 8.	299, 9211, 9222, 9223, 9311, 9399, 9402					
	☑ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)						
	☐ AMERICAN EXPRESS PS – ELIGIBLE MCCS: 8211	, 8220, 8244, 8249, 9211, 9311, 9399, 9222					
	☑ SIGNATURE DEBIT – (CHECK ALL THAT APPLY)						
	☑ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 824	9, 9211, 9222, 9311, 9399					
		299, 9211, 9222, 9223, 9311, 9399, 9402					
	☑ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)						
	☐ ACH (VIA ELECTRONIC CHECK SERVICES)						
	ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE	Heed by Company (check all that apply).					
	Service Fee terminal	OSED BY COMPANY (CHECK ALL THAT AFFLT).					
	COMPANY PROPRIETARY SOLUTION OR SERVICE PROVIDE						
	SAFE-T SERVICES (ADDITIONAL ENROLLMENT FORM REQU	UIRED)					
	OTHER:						
	GPISF PRICING:						
	CREDIT CARD SERVICE FEE: 3 % OR \$						
	SIGNATURE DEBIT SERVICE FEE: 3% OR \$						
	ACH (VIA ELECTRONIC CHECK SERVICES):	\$					
	IMPLEMENTATION FEE (IF APPLICABLE):	\$					

^{1 &}quot;Company-Managed" Convenience Fee means that Company establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the

applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all Convenience Fee Transactions.

2 "Elavon- Managed" Convenience Fee means that Elavon establishes the amount of the Convenience Fee and retains the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement for Convenience Fee Transactions. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

3 "Company-Managed" Service Fee means that Company establishes the amount of the GPISF, programs its POS Devices to assess the GPISF, and retains the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations). Company pays Elavon the per transaction fees as set forth in this application for all GPISF Transactions.

4 "Company-Managed with Elavon POS Devices/Service Fee Terminals" means that Elavon programs the POS Devices to assess the GPISF established by Company and Company retains the GPISF. Company pays Elavon the per transactions.

Company retains the GPISF. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all GPISF Transactions.

5 "Elavon-Managed" Service Fee means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

SUBSTITUTE FORM W-9								
☐ GOVERNMENT								
□ NON-PROFIT CHARITABLE OR SOCIAL (INCLUDE DOCUMENTS THAT SUPPORT TAX EXEMPT STATUS)								
OTHER								
◆ LEGAL BUSINESS NAME*: CITY OF BERKEL								
*NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS IN			HOULD A					
◆ Legal Business Address (NO PO BOX): 8425	AIRPORT ROAL)	OR	►TIN (EMPLOYER ID #): 43-6000227				
◆CITY: BERKELEY	♦STATE: MO	◆ ZIP CODE: 63134		►TIN (SOCIAL SECURITY #):				
5 COMPANY REPRESENTATIONS AND Company Representations and Certifications By	CERTIFICATIONS							
applicable), with offices at 7300 Chapman Highwa complete and properly reflects the business and fit Company Application and the Agreement. The signature by Transaction to us, shall be the Company's acceptance of at ("TOS"), the Addendum to the Terms of Service for Govern https://www.merchantconnect.com/CWRWeb/pdf/TOS ENd through Transend Pay you also agree to the Terms and Co Pay Services Chapter. If Company does not have access to Operating Guide, Company agrees to comply with the Agre comply will result in termination of processing services. Cap Company must obtain an Authorization Code via electronic ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECOMPANY COMPANY	ray, Knoxville, TN 37920 (innancial condition of Comy on authorized represent and agreement to the term manufunstitutional Companional Com	collectively, "we" or "us") that (i) all pany; and (ii) the persons signing tative of Company on the Compans and conditions contained in the nies attached hereto, and the Operchantconnect.com/CWRWeb/od/ B Resources tab at www.elavon.cg ing Guide at our website please or laws, rules, and regulations incluss otherwise defined in this Company to the completing any transaction and the Company Application and from time to the consider necessary to review the agries and to furnish that information	Informathis Cony Applic Agreeme rating 6 from the control of the c	entative(s) represent and warrant to Elavon, Inc. ("Elavon" or "member" as attein provided in this company application ("Company Application") is true and mpany Application are duly authorized to bind Company to all provisions of this ration, or the transmission of a Transaction Receipt or other evidence of a ent including, without limitation, this Company Application, the Terms of Service ruide incorporated herein by this reference and located at our website at ATING GUIDE Eng.pdf., respectively. If you are accepting electronic payments rendpay, and as subsequently amended in the Operating Guide in the Transend ur customer service center. Notwithstanding any such non-receipt of the TOS or rules and regulations of the Payment Networks, and understands that failure to lication, have the same meaning ascribed to them in the TOS and Operating Guide. Description of the TOS and Operating Guide. The TOS and				
IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you. This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.								
PCI DSS compliance on an annual basis, with initial validati account approval, or in subsequent years on or before the a compliance. Company may be eligible for Data Breach Finassistance details and conditions. American Express Acceptance Program (Acceptance Program)	tion to occur no later than anniversary date of accounancial Assistance Coverance. If Company has ele	ninety (90) days after account app int approval, will be charged a mor- ige following account approval and cted to accept American Express®	oroval. Anthly nor PCI DS	n requires Level 4 companies (determined based on Transaction volume) to validate Any company that has not validated PCI DSS compliance within ninety (90) days of n-compliance fee of \$59.99 until Elavon is provided with validation of PCI DSS SS compliance validation. See the PCI Compliance Program Overview for actions (as indicated in the Card Acceptance section of this Company Application),				

American Express Acceptance Program (Acceptance Program). If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to en

♦SIGNATURE: X	◆PRINTED NAME: Keidra L. King	♦TITLE: Finance Director	◆DATE:
SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:

GIONATORE. X	FRINTED NAME.	IIILE.	DAIL.					
SUBMITTED BY (INTERNAL USE ONLY)								
To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative.								
SALES REP SIGNATURE: X	♦ PRINTED NAME: Craig Peterson		♦ DATE:					
♦ REP PHONE #: (614)356-0684	♦ REP EMAIL: craig.peterson@elavon.com	USA-GOV-ELV-0319						

COMPANY INFORMATION							
1 → DBA NAME: CITY OF BERKELEY - SMC							
CONTACT NAME: KEIDRA KING							
◆ DBA ADDRESS TYPE: Business ◆ DBA ADDRESS1 (NO PO BOX): 84	425 AIRPORT	ΓROAD					
DBA Address 2:							
◆CITY: BERKELEY	•	STATE MO	♦Z	IP CODE: 6	3134		
◆ DBA PHONE #: (314)524-3313			DB	A Fax #: (3	14)264-20		
DATE FOUNDED: 1937			Мо	BILE PHONE	#: 3144003	720	
◆EMAIL ADDRESS: KING@CI.BERKELEY.MO.US			•				
CIP EXEMPTION: US State Local Govt/ Education							
OTHER ADDRESS (IF DIFFERENT THAN ABOVE)							
2 ☐ MAILING ☐ SHIPPING ☐ SEE ALSO SPECIAL INSTR	UCTIONS (MOR	RE THAN ONE OPTIO	N MAY BE SEL	ECTED)			
LOCATION NAME:			PHONE #	:			
CONTACT:			FAX #:				
Address:	CITY:			;	STATE:	ZIP CODE:	
STATEMENTS/ RETRIEVALS / CHARGEBACKS							
STATEMENTS: DBA OR MAILING OR W-9				•		' – MUST INCLUDE CHAIN SE	•
RETRIEVALS: ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO: KII							
CHARGEBACKS: ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO: KII	NG@CI.BER	KELEY.MO.	JS <u>or</u> Fax	(To : □ D	BA MAILING	OR MAIL TO: 🛛 DBA 🗌	MAILING
CONTACT INFORMATION (AUTHORIZED REP)							
◆ ☐ OFFICER ☑ MANAGER ☐ AUTHORIZED REPRESENTATIVE							
♦ FIRST NAME: Debra	MN: M.		NAME: Irvi	n			
◆TITLE: City Manager	♦US PERSON: \	res				•	
CONTACT ADDRESS (NO PO BOX): 8425 AIRPORT ROAD					SS TYPE: Busi	iness	
PCITY: BERKELEY		►STATE: N					
DOB:		CONTACT	F PHONE #: (314)400-3705				
INDIVIDUAL ID EXEMPTION CLASS: GOVERNMENT FEDERA	AL	STATE	⊠ Loc	AL (POLIT	ICAL SUBDIVIS	ION OF A US STATE)	
OTHER COMPANY INFORMATION			T			l	
♦ AVERAGE SALE AMOUNT: \$ 136.00			-	PRESENT 1		OMNI COMMERCE (MUST	
♦ HIGH SALE AMOUNT: \$ 300.00			 			CARD PRESENT	%
♦ Number of High Sales Transactions Annually: 12				☐ INTERNET 100% CARD NOT PRESE			%
◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$ 10000			☐ OMNI COMMERCE INTERNET *%				
◆ANNUAL TOTAL REVENUE: (CASH, CHECK, CARD) \$ 13,800,000			►INTERNE	T: PRODUC	CT WEBSITE:		
♦ Industry Type: Retail				"00	o= 110" =		
♦ DESCRIPTION OF PRODUCT/SERVICES OFFERED: GOVERNMENT FE	:ES		PINTERNE	ET: CONTAC	CT US" EMAIL:		
SPECIAL PROGRAM MCC ONLY:			1			VIOUS PROCESSOR REQUIRED	BELOW
When does the customer receive the product or service? If NOT SAME DAY,# OF DAYS (INCLUDE SHIPPING TIME FRAME) ▶ PREVIOUS PROCESSOR: Elavon							
IF SEASONAL, PLEASE CHECK MONTHS <u>CLOSED</u> BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEA □ JANUARY □ FEBRUARY □ MARCH □ APRIL □ JULY □ AUGUST □ SEPTEMBER □ OCTOBER			ACTIVATE AND REACTIVATE ACCOUNT) MAY December December				
BANK ACCOUNT (CHECKING ACCOUNTS ONLY)							
◆ DEPOSIT BANK NAME: SIMMONS BANK ◆ ABA/ROUTING #:					♦DDA Acco	UNT #:	
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):	ABA/Routing	s #:			DDA Accoun	NT #:	
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):	ABA/Routing	s #:			DDA Accoun	NT #:	
☐ FAST TRACK FUNDING MONTHLY FEE \$		TAPE ID (OPT)):				

CARD ACCEPTANCE (PLEAS									PRICING (CATEGORY	
☐ ALL VISA/MASTERCARD/A	MEX/UNIONPAY	// DISCOVER(JO	CB, DI, PAY PAL F	PAYMENT D	EVICE)/ WITH PIN DI	ВІТ		□ RETAIL	☐ MO	/TO / INTERNET
										NI COMMERCE	
	☑ MC CREDIT ☑	MC DEBIT 🛛	DISCOVER (JCB, I	D, PAY PAL P	AYMENT	DEVICE) UNIC	ONPAY A		☐ SUPERMA	ARKET (TIER	ED & EICP ONLY)
PRICING INFORMATION	T					1		FEES			ı
PRICING PROGRAM: 0229	VISA/MASTERCA DISCOVEI (JCB, DI,PAY PA	R CARDS	AMERICAN E BL	XPRESS O	PT	PIN D	EBIT***	APPLICATION			\$
(FIXED ONLY)	RATE*	PER ITEM*	RATE	Per It	ЕМ	RATE	PER ITEM	Installation/Tra	AINING		\$
QUALIFIED	%	\$	%	\$		%	\$	REPORTING & SUI	PPORT PACKAG	GE (PER MONTH)	\$
MID QUALIFIED	%	\$	%	\$				MONTHLY MINIMU	М		\$
NON QUALIFIED	%	\$	%	\$				CHARGEBACK (PER	OCCURRENCE)		\$25
OPT. CHECK CARD S	PRMKT QPS/S	SMALL TKT						RETURN ITEM/NS	F (PER OCCURRENC	E)	\$20
 -	%	\$						STATEMENT: 🛛 E	ELECTRONIC O	R PAPER	640
OPT. REWARDS	%	\$						MONTHLY STATEM ONLY)	MENT MAILING(F	PAPER STATEMENTS	\$10
OPT. COMMERCIAL CARD	%	\$						RUSH SHIPMENT			\$
INTERCHANGE PLUS	%	\$	%	\$		%	\$	VERIZON DATA PL	AN (PER DEVICE):	(PER MONTH)	\$
PIN DEBIT ENABLEMENT SERVICE	E FEE						\$	VERIZON DATA PL	AN OVERAGE (PER MB)	
CHECK CARD QUALIFIED	%	\$						OTHER:			\$
QUALIFIED	%	\$	%	\$		%	\$				
Qualified Rewards Qualified	%	\$				Authoriz	ATIONS				
MID QUALIFIED COMMERCIAL NON QUALIFIED	%	\$	%	\$		VISA (PER AUTH)		\$	Voice - ARI	U (PER AUTH)	\$0.85
COMMERCIAL NON QUALIFIED	%	\$				MasterCari) (PER AUTH)	\$	VOICE OPERATOR (PER AUTH)		\$0.85
Non Qualified	%	\$	%	\$		DISCOVER (PE	R AUTH)	\$	VOICE - AVS (PER AUTH)		\$0.85
FIXED - PRICING PGM:	%	\$	%	\$		UNIONPAY (PE	R AUTH)	\$			
*RATES ARE FOR ALL CARD ACCEPTANCE TYL COST. **PAYPAL ACCEPTANCE AND RATES ARE BAS ***PIN DEBIT RATE WILL BE OPTIMIZED AVAILA	SED ON CARD PRESENT T			THROUGH AT		AMEX OPT E	LUE (PER AUTH	\$	VOICE BANK	(REF (PER AUTH)	\$0.85
PCI SECURITY PROGRAMA	/SAFE-T PACE	KAGE				AMEX PUBLIC SECTOR (TPSP)(PER AUTH)			DIAL COMMUNICATION (PER AUTH)		\$0.024
SECURITY PROGRAM (PER MONTH):	SafeT Silver			\$		PIN DEBIT (PER AUTH)					l.
SOLUTION PACKAGE									•		
Per Month. Plus taxes, if applicable)				\$							
OTHER CARD TYPES EXIS	TING			•							
AMEX SE # (10 DIGITS):			ER AUTH: \$		EB	Т	SE # (7 DI	GITS):		Per Auth	: \$
AMERICAN EXPRESS PUB	LIC SECTOR (TPSP)					-			_	
☐ COMPANY IS ELIGIBLE FOR AMERI	ICAN EXPRESS PUB	LIC SECTOR (TPS	P) AND ACCEPTS	□ Co	MPAN	Y IS ELIGIBLE FOR	AMERICAN E	XPRESS PUBLIC SECTO	R (TPSP) BUT D	ECLINES ACCEPTANC	E
INDUSTRY TYPE:											
PRICING INFORMATION FO	R AMERICAN I	Express Pu	BLIC SECTO	r (TPS	P)					11	
TIERED R	ATE	PE	R ІТЕМ		EN	HANCED ICI	PLUS	RATE		PER ITEM	
Qualified	%	\$			Qυ	ALIFIED		%		\$	
MID QUALIFIED	%	\$			Міс	QUALIFIED		%		\$	
Non Qualified	%	\$			No	N QUALIFIED		%		\$	
INTERCHANGE PLUS	%	\$									

POIN	T OF SALE (EQUIPMENT OR	Softwar	E)												
NETW	ORK: ELAVON OTHE	₹						A THIRD PART	ry Integ	RATOR	WILL BE USED	FOR IMPLEMENTA	TION:		
VAR	SERVICE PROVIDER (HOSTED):			VAR (Dis	TRIBUTE	D): VENDO	R:		Pr	RODUC	T:		VERS	SION:	
# OF T	TIDS: TID TYPE (O	MNI ONLY):		,		#	f OF T	IDs:	TID	TYPE (OMNI ONLY):				
					1	D	Pι	JRCHASE/SETUP		LE/	SE**	Sor	TWARE/		ESS
QTY	POS DESCRIPTION	ITEM CODE	TID TYPE Omnionly	TERMINAL ENCRYPT	Owns	REPROG FEE PER UNIT		PRICE PER UNIT	TER MONT		MONTHLY RATE PER UNIT	ANNUAL FEE PER UNIT	F	ITHLY EE Unit	PER AUTH FEE
1	VX520	VX520				\$		OWN			\$	\$	\$		\$
						\$	\$				\$	\$	\$		\$
						\$	\$				\$	\$	\$		\$
						\$	\$				\$	\$	\$		\$
						\$	\$				\$	\$	\$		\$
						\$	\$				\$	\$	\$		\$
**PLE	I ASE NOTE THAT ALL LEASES MUST COI	MPLETE THE SE	CTION IMMEDIA	TELY BELOW.	INITIALS			ALL APPLICABLE	STATE	AND L	OCAL TAXES W	/ILL BE APPLIED.	□s	ALES T	AX EXEMPT
	and Member have no responsibility for, and sent) between Company and a third party, inc.							related services, Comp	any recei	ives una	er a direct agreen	ment (including any s			
agreem	ent) between Company and a triird party, inc.	uding any value i		SCRIPTION	niects rees	or other amount	S Irom C	SETUP FEI			NUAL FEE	MONTHLY	FEE	PEF	AUTH FEE
Addit	IONAL POS SERVICES:							\$		\$		\$		\$	
								\$		\$		\$		\$	
TERM	MINAL PROGRAMING INSTRU	ICTIONS (D	O NOT USE FO	OR CONVERG	E – THIS	INFORMATIO	N IS C	OVERED DURING TR	RAINING	;)		•			
⊠ Ri	ETAIL (AUTO CLOSE DEFAULT)		Quick			☐ STORE	AND	FORWARD		lo Sig	NATURE	☐ CONTAC	TLESS (-	⊦NoS	IGNATURE)
	ESTAURANT (QUICK CLOSE DEFAU	•		ON (DEFAULT	Γ)	☐ FINE D	DINING		T	AB FU	NCTION				
=	ARD NOT PRESENT (AUTO CLOSE I	DEFAULT)	QUICK												
	DIGING (QUICK CLOSE DEFAULT) OM PROMPTS: TERMINAL A	LITO CLOSE (I	QUICK		IME ZON		$\overline{}$	CASH BACK PIN D)CDIT /E	⊃τι \ · Φ	(MAX) DCUSTO	M EOOT	-ED:	
	OTIP (REST) NO SERVER			CLERK PF			=	TIP FUNCTION WA							_)
	IUNICATION METHOD (IP DEFAULT)		1		,			No Training	•		RMATION: AC				,
	X I understand that I ar							for credit-card pro	ocessin	ua ear	ipment Lun	derstand this is	a NOI	N-CAN	CELLABLE
4	commercial equipment lease	and that I v	will be requi	ired to mak	e mont	thly paymen	its of	\$ under	this lea	ase fo	or the entire	-month	term,	regard	less of any
	representations made by the S	Sales Repres	sentative. U	nder a	-mont	h term with a	a mor	thly payments of	\$, I t	understand th	he approximate	e total c	ost	
	equipment lease to be \$							every month and							
	onal \$4.95monthly to cover equal tunity to research the cost to pu														
applic	cation for the amount of \$	Finally, I ur	nderstand th	at I will be p	persona	ally responsit	ble fo	r making paymen	its und	er this	lease and t	hat any failure	to pay	all am	ounts when
	nay result in additional charges, se residual value is \$ plus	potential dan		credit rating	g, and/o	r legal action	n aga	inst me to collect	both p	oast a	nd future pay	yments owed ι	ınder th	e leas	e. The end
	any hereby authorizes Elavon, throug			"Lessor"), to a	automatic	cally withdraw	Comp	any's monthly lease	paymer	nts and	l any amounts,	, including any ar	d all taxe	es or ot	ner charges,
owed i	n accordance with the lease, as appli time. A lease payment (whether paid	cable, by initiat	ting debit entri	es to Compar	ny's acco	unt at the finar	ncial in	nstitution ("Bank") inc	dicated I	hereon	or such other	financial institution	n used b	y Com	pany from
	his authorization shall remain in effec								turrieu it	leili sei	vice ree impos	sed by Lesson. Of	JOIT COITIE	netion c	i tile lease
▶BANI	K NAME:				▶ABA	VROUTING #:	:				DDA Accou	UNT #:			
ELEC	CTRONIC CHECK SERVICE														
ÞΔNIN	IUAL CHECK VOLUME: \$	▶ Δ\/E	RAGE CHECK	AMOUNT: \$				► MAXIMUM CHECK	AMOUN	лт· \$		▶ECS Monthu	∨ Miniim	11M: \$	
	- PAPER CHECK CONVERSIO		RAGE CHECK	AWOUNT. •				FINAXIMOM CHECK	AWOUN	νι. ψ		PECS MONTHE	. I IVIIIVIIVI	OWI. W	
	ESSING OPTIONS:		ПСОМ	VERSION WIT	H GUAR	ANTEE		GUARANTEE RATE		%	PER TRAN	ISACTION: \$			
	OP (POS IMAGE)			VERSION W/\								· ·			
□ B	RC (POS IMAGE) OC			VERSION W/		TION <u>OR</u>		TRANSACTION: \$		Р	ER KETURN I	RANSACTION: \$		П	
	CHECK - CHECK NOT PRESE	NT (CNP)	1												
	ESSING OPTIONS:	(•)													
	ONCURRENT ENROLLMENT (INCLUD			CCD) = XNF	P			П AQU Бальал		/	Pi	ER TRANSACTIO	и: \$<u>0</u>		
	IDUAL ENROLLMENT - CHOOSE ONE	`	,					☐ ACH-ECHECK	WIIH V	/ERIFIC					
"	WEB – INTERNET INITIATED	☐ P	PD – PREAR	RANGED PAY	MENT		_				Pi	ER RETURN TRA	NSACTIO	ON: \$ _	
	TEL/IVR – TELEPHONE INITIATED		CD – CORPO	DRATE TO CO	RPORAT	TE		П лон -	0:			PER TRANSACTI	on: \$_		<u>. </u>
CONV	ERGE SETUPS WILL BE CONCURRE	NTLY ENROLL	ED IN ALL PRO	DDUCT TYPES	S = XNP	,		☐ ACH – ECHEC	K CON	VERSIO		PER RETURN TE	RANSACT	ION: \$	
	ER ECS CHECK CONVERSION														
	ROMPTS FOR DRIVER'S LICENSE (IF CTED, INFORMATION MUST BE OBTAI							NOT APPLICABLE					,		
	HECK FOR GUARANTEE SERVICE)	143						SPECIFIED SERV					FAULT)		
□ EN	QUIRE REPORTING ACCESS: # OF							EFAULT) OR SI		:D 2FK	VICE FEE AMO	OUNI ⊅	_		
USER	•							(= .0	,						
	- ECHECK QUESTIONNAIRE														
1. W	HAT TYPES OF PAYMENTS WILL YOU ACC	EPT USING AC	Н-Еснеск (е.	G., UTILITY BIL	L PAYME	NTS, MONTHLY	RENT	PAYMENTS, MONTHLY	Y BILLING	G FOR C	SENERAL SERVI	CES)?			
	LL YOU OBTAIN AUTHORIZATION FROM \ R PPD)?	OUR CUSTOME	RS PRIOR TO A	CCEPTING AN	ACH EN	TRY IN ACCORD	DANCE	WITH THE ECS OPE	RATIN	G GUI	DE (E.G., ORAI	LLY VIA TELEPHON	IE FOR TE	EL/IVR, C	OR IN WRITING
	Yes 🔲 No														
3. Wı	LL YOU VERIFY AND AUTHENTICATE THE												FOMERS ((E.G., B	OBTAINING A
4. Wı	STOMER'S NAME, ADDRESS AND TELEPI LL YOU OFFER ACH-ECHECK TO EXIST	ING OR NEW CU	ISTOMERS?	EXISTING [NEW				ED R.Y. C.C	JOIUM	:к <i>):</i> ∟ 1 :5 L	_ NO			
	LL YOU MAINTAIN AND DISCLOSE TO YOU									=					
	LL YOU ENSURE THAT INFORMATION RE YES NO	GARDING EACH	IRANSACTION	AUTHORIZATIO	ON ENTER	KED BY A CUSTO	OMER A	AND/OR YOUR SERVIC	JE REPRI	ESENT	ATIVE IS ACCUR	A I E AND NOT A DI	JPLICATE	(RANS)	CTION?

REPORTING T	OOLS							
☐ MCP ONLY	<u>OR</u>	☐ MCP with OCM	► MONTHLY FEE \$	►SET UP FEE \$	▶# Users	▶SET l	UP TYPE (CHECK ONE)	MID CHN
☐ ACS		►MONTHLY FEE \$	▶SET UP FEE \$	▶REMOTE ID				
OTHER VAS								
D. D. mannin C. mannan Consumption (DCC)			DCC Conversion	on Rate:	%	DCC Rebate:	%	
☐ Dynamic Currency Conversion (DCC):				Annual DCC Re	Annual DCC Registration Fee: \$			ate Source: US Bank

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (GPISF)						
CONVENIENCE FEE SERVICES PROGRAMS	GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPI	SF assessments:				
	☐ COMPANY-MANAGED SERVICE FEE ³					
CONVENIENCE FEE FUNDING MODEL (CHECK ONE):	☐ COMPANY-MANAGED WITH ELAVON POS DEVICES/SERV	ICE FEE TERMINALS ⁴				
☐ COMPANY MANAGED CONVENIENCE FEE ¹	☑ ELAVON-MANAGED SERVICE FEE ⁵					
☐ ELAVON MANAGED CONVENIENCE FEE ²	CARD ACCEPTANCE (CHECK ALL THAT APPLY):					
PAYMENT TRANSACTION TYPES	_	Internet				
CREDIT (CHECK ALL THAT APPLY):	□IVR	OTHER:				
☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMERICAN EXPRESS PS	GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT	ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:				
SIGNATURE DEBIT (CHECK ALL THAT APPLY):	MASTERCARD GOVERNMENT AND EDUCATION PAYMENT					
☐ VISA ☐ MASTERCARD ☐ DISCOVER	 ✓ VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM ✓ AMERICAN EXPRESS GOVERNMENT AND EDUCATION PAYMENT 	MENT PROGRAM				
U VISA U IVIASTERCARU U DISCOVER	☑ DISCOVER GOVERNMENT AND EDUCATION PAYMENT PRO O O O O O O O O O O O O	OGRAM				
☐ PIN-BASED DEBIT	TRANSACTION TYPES:					
☐ ACH (VIA ELECTRONIC CHECK SERVICES)	☐ FEDERAL INCOME TAX	☐ BUSINESS TAX				
ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):	☐ GOVERNMENT FEES	☐ OTHER TAX				
COMPANY PROPRIETARY SOLUTION OR SERVICE PROVIDER	☐ STATE INCOME TAX	☐ TUITION ☐ OTHER EDUCATION EXPENSES				
OTHER:	☐ REAL ESTATE PROPERTY TAX	_				
CONVENIENCE FEE PRICING:	PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT TYPES ARE SUPPORTED FOR ALL PROGRAMS) (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENT):					
CONVENIENCE FLAT FEE AMOUNT: \$	☑ CREDIT – (CHECK ALL THAT APPLY):					
CONVENIENCE FEE %: (MasterCard, Discover & ACH Programs only)	☑ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 824	LIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399				
IMPLEMENTATION FEE (IF APPLICABLE): \$	MasterCard − Eligible MCCs: 8211, 8220, 8	299, 9211, 9222, 9223, 9311, 9399, 9402				
	☑ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)					
	☑ AMERICAN EXPRESS PS – ELIGIBLE MCCS: 8211	, 8220, 8244, 8249, 9211, 9311, 9399, 9222				
	☑ SIGNATURE DEBIT — (CHECK ALL THAT APPLY)					
	☑ VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 824	9, 9211, 9222, 9311, 9399				
		299, 9211, 9222, 9223, 9311, 9399, 9402				
	☑ DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)					
	☐ ACH (VIA ELECTRONIC CHECK SERVICES)					
	ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE	USED BY COMPANY (CHECK ALL THAT APPLY):				
	☑ SERVICE FEE TERMINAL					
	☐ COMPANY PROPRIETARY SOLUTION OR SERVICE PROVIDE	ER				
	SAFE-T SERVICES (ADDITIONAL ENROLLMENT FORM REQ	UIRED)				
	☐ OTHER:					
	GPISF PRICING:					
	CREDIT CARD SERVICE FEE: 3% OR \$					
	SIGNATURE DEBIT SERVICE FEE: 3% OR \$					
	ACH (VIA ELECTRONIC CHECK SERVICES):	\$				
	,					
	IMPLEMENTATION FEE (IF APPLICABLE):	\$				

^{1 &}quot;Company-Managed" Convenience Fee means that Company establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the

applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all Convenience Fee Transactions.

2 "Elavon- Managed" Convenience Fee means that Elavon establishes the amount of the Convenience Fee and retains the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement for Convenience Fee Transactions. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

3 "Company-Managed" Service Fee means that Company establishes the amount of the GPISF, programs its POS Devices to assess the GPISF, and retains the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations). Company pays Elavon the per transaction fees as set forth in this application for all GPISF Transactions.

4 "Company-Managed with Elavon POS Devices/Service Fee Terminals" means that Elavon programs the POS Devices to assess the GPISF established by Company and Company retains the GPISF. Company pays Elavon the per transactions.

Company retains the GPISF. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all GPISF Transactions.

5 "Elavon-Managed" Service Fee means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

SUBSTITUTE FORM W-9										
☐ GOVERNMENT	☑ GOVERNMENT									
☐ NON-PROFIT CHARITABLE OR SOCIAL (INCLUDE DO	CUMENTS THAT SUPPOR	T TAX EXEMPT STATUS)								
☐ OTHER										
◆ LEGAL BUSINESS NAME*: CITY OF BERKE	LEY									
*Name (of business) as shown on your business	NCOME TAX RETURNS. F	FOR SOLE PROPRIETORS, THIS	SHOULD A	ALWAYS BE THE OWNER'S NAME.						
◆ LEGAL BUSINESS ADDRESS (NO PO BOX): 8425	AIRPORT ROAL	ס	OR	►TIN (EMPLOYER ID #): 43-6000227						
◆CITY: BERKELEY	♦STATE: MO	◆ ZIP CODE: 63134	UR	►TIN (SOCIAL SECURITY #):						
5 COMPANY REPRESENTATIONS AND	CERTIFICATIONS									
complete and properly reflects the business and Company Application and the Agreement. The signature I Transaction to us, shall be the Company's acceptance of a ("TOS"), the Addendum to the Terms of Service for Governtuss://www.merchantconnect.com/CWRWeb/pd/TOS EN through Transend Pay you also agree to the Terms and C Pay Services Chapter. If Company does not have access Operating Guide, Company agrees to comply with the Agr comply will result in termination of processing services. Car	financial condition of Compy an authorized represen and agreement to the term ment/Institutional Compa (G.pdf and https://www.mb. or orditions set out under the to view the TOS or Operateement, and all applicable pitalized terms shall, unle	pany; and (ii) the persons signin tative of Company on the Company of the Company	g this Com any Applica Agreeme perating Gu df/OPERA com/transe contact ou uding the r pany Appli	tion provided in this company application ("Company Application") is true and ppany Application are duly authorized to bind Company to all provisions of this ation, or the transmission of a Transaction Receipt or other evidence of a ent including, without limitation, this Company Application, the Terms of Service uide incorporated herein by this reference and located at our website at ttrinkg.guide.org/limitation-respectively . If you are accepting electronic payments endpay, and as subsequently amended in the Operating Guide in the Transend in customer service center. Notwithstanding any such non-receipt of the TOS or rules and regulations of the Payment Networks, and understands that failure to iication, have the same meaning ascribed to them in the TOS and Operating Guide.						
Company must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Company understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION. Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the business history and background of Company and to obtain credit reports or other background investigation reports on Company that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any										
person or credit reports or other background investigation reports on Company that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you. This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.										

All companies must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 companies (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Any company that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee of \$59.99 until Elavon is provided with validation of PCI DSS compliance. Company may be eligible for Data Breach Financial Assistance Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for assistance details and conditions.

American Express Acceptance Program (Acceptance Program). If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® Card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and condi

♦SIGNATURE: X	◆PRINTED NAME: Theodore Hoskins	♦TITLE: Mayor	◆DATE:
SIGNATURE: X	PRINTED NAME: Debra M. Irvin	ТІТLE: City Manager	DATE:

SIGNATURE! X	T MINTED IVANIE. DODICE III. II VIII	mee. Only manager	5,2.					
SUBMITTED BY (INTERNAL USE ONLY)								
To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative.								
SALES REP SIGNATURE: X	♦ PRINTED NAME: Craig Peterson		◆DATE:					
♦ REP PHONE #: (614)356-0684	♦ REP EMAIL: craig.peterson@elavon.com	USA-GOV-ELV-0319						

The following provisions hereby replace the like-numbered provisions of the Terms of Service ("**TOS**") or are hereby inserted or deleted from the TOS, as indicated, for Companies operating under the Agreement. Capitalized terms used and not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement or the Operating Guide.

- 1) Section 4.1 Security Interests is deleted.
- 2) **Section 5.2(a)** is revised to add the following:
 - "(iv) Company may terminate the Agreement on 60 days' prior written notice to Elavon if sufficient legislative appropriation is not available."
- 3) **Section 5.2(b)** is deleted and replaced with the following:

- (i) A material adverse change in Company's financial condition;
- (ii) The commencement of a Bankruptcy Proceeding by or against Company;
- (iii) Any representation by Company is false or misleading in any material respect as of the date made, or becomes false or misleading in any material respect at any time during the Term;
- (iv) Any Payment Network or application of Payment Network Regulations requires Elavon to terminate the Agreement or cease processing Transactions for Company;
- (v) Assignment of the Agreement or change of control of Company without Elavon's written consent;
- (vi) The levy, garnishment or attachment of the DDA, the Reserve Account, or any of Company's property in Elavon's possession;
- (vii) Any change, not approved by Elavon, that constitutes a material change in the types of goods or services Company sells or in the methods by which Company sells them, or any change that results in Company's violation of Elavon's underwriting policy; or
- (viii) If, after Elavon provides 30 days' written notice, Company has either (1) Chargebacks or Retrieval Requests in excess of 1% of the gross dollar amount of Company's Transactions or returns in excess of 2.5% of the gross dollar amount of Company's Transactions, or (2) the acceptance of Card Not Present or Convenience Fee Transactions without proper disclosure to Elavon in the Agreement (including in the Company Application) or an amendment to the Agreement.
- 4) **Section 10.1Audit** is revised to read as follows:
 - "Audit. If Elavon or Member reasonably suspects that they are subject to a financial or reputational risk due to Company's actions or omissions, Company authorizes Elavon and its agents to perform an audit or inspection of Company's operations and records to confirm Company's compliance with the Agreement upon reasonable advance notice, during normal business hours, and at Elavon's expense (unless Elavon reasonably determines based on such audit that Company is not in compliance with the Agreement, in which case Company will bear the cost). Company will obtain and submit a copy of an audit from a third party acceptable to Elavon of the financial, physical security, information security, and operational facets of Company's business at its expense when requested by Elavon. Further, Company acknowledges and agrees that the Payment Networks have the right to audit Company's business to confirm compliance with the Payment Network Regulations. Company will maintain complete and accurate records of its performance under the Agreement. Company will execute and deliver to Elavon all documents Elavon reasonably deems necessary to verify Company's compliance with Section 8.1."
- 5) **Section 10.2(b) Financial Information** is revised as follows:
 - "Financial Information. At Elavon's request, Company will provide Elavon audited financial statements prepared by an independent certified public accountant selected by Company, or if Company is audited by a governmental authority, then Company will provide financial statements from such governmental authority. Within 120 days after the end of each fiscal year (or in the case of a government entity, when available), Company will furnish Elavon, as requested, a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, each audited as provided above. Company will also provide Elavon such interim financial statements and other information as Elavon may request from time to time."
- 6) **Section 13 Indemnification** is deleted and replaced with the following four sections:
 - "13(a). Company Responsibilities. As between Company and Elavon, Company will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands or damages arising out of (i) any sale or provision of goods or services resulting in a Transaction processed under the Agreement; (ii) Company's breach of the Agreement; (iii) all use of any user ID and password other than by Elavon or Elavon's third-party contractors; (iv) Company's or its Service Providers' gross negligence or willful misconduct; (v) Company's or its Service Providers' violation of Laws or Payment Network Regulations; or (vi) any personal injury or real or tangible personal property damage to the extent

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caused by Company or its Service Providers. Company will not make any claims against Elavon for any liabilities, claims losses, costs, expenses and demands of any kind or nature, arising out of or in connection with any of the foregoing suits, claims, losses, demands or damages.

13(b). Elavon Responsibilities. In addition to Elavon's obligations in Section 13(c), Elavon will be responsible for and will at its own expense defend itself against any suits, claims, losses, demands or damages arising out of (i) Elavon's breach of the Agreement; (ii) Elavon's or its third party contractors' gross negligence or willful misconduct; (iii) Elavon's or its third party contractors' violation of applicable Laws or Payment Network Regulations; (iv) Elavon's alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services in the form delivered or Company's use thereof; or (v) any personal injury or real or tangible personal property damage to the extent caused by Elavon or its third party contractors.

13(c). Infringement Claims.

- (i) Elavon will defend Company and its employees, officers, and agents in connection with claims, actions, demands or proceedings (made or threatened) brought by a third party, and will pay the final award of damages assessed against Company, its employees, officers or agents in a final judgment by a court of competent jurisdiction, including awarded costs, or any amount in settlement or compromise authorized by Elavon in writing, arising out of Elavon's alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services (but not Equipment) in the form delivered or Company's use thereof (an "Infringement Claim").
- (ii) If any part of the Services or the use of the Services becomes, or in Elavon's opinion is likely to become, the subject of an Infringement Claim, and as a result of such Infringement Claim Company's use of the Services may be enjoined or interfered with, then Elavon will, at its option and expense, either, and in addition to defending Company and paying the final amount of damages as provided for in this section, (1) obtain a license for Company to continue using the alleged infringing component(s) of the Services; (2) modify the alleged infringing component(s) of the Services to avoid the infringement in a manner that still permits the Services to perform in all material respects in accordance with the Agreement; or (3) replace the alleged infringing component(s) of the Services with compatible, functionally equivalent, and non-infringing component(s). Elavon will use commercially reasonable efforts to accomplish the remedies identified in this section in a manner that minimizes the disruption to Company's business operations. If Elavon is not able to accomplish the above remedies within a commercially reasonable time frame and on commercially reasonable terms, Elavon may terminate the Agreement upon written notice to Company. Upon such termination, Elavon will promptly refund any fees paid for Services not performed as of the date of termination.
- (iii) Elavon will have no liability for any Infringement Claim to the extent caused by (1) access to or use of the Services other than as specified under the Agreement and the related Documentation, (2) combination or use of the Services with non-Elavon products or services (whether or not provided to Company by Elavon), (3) any hardware, devices, software, services or other resources not provided by Elavon, (4) failure or refusal by Company to install, implement or use any Update or correction provided by Elavon, (5) modification or alteration of the Services by anyone other than Elavon without Elavon's prior written consent, (6) Company's goods or services, or (7) the negligence, gross negligence or willful misconduct of, or breach of the Agreement by, Company.
- (iv) THIS <u>SECTION 13(c)</u> SETS FORTH THE EXCLUSIVE REMEDY OF COMPANY AND THE SOLE AND COMPLETE LIABILITY OF ELAVON WITH RESPECT TO ANY INFRINGEMENT CLAIMS.

13(d). Procedure.

- (i) If an Infringement Claim is subject to Elavon's obligations in Section 13(c) of the Agreement, Company will:
 - (1) Provide Elavon prompt notice of the Infringement Claim (provided that any delay in notification will not relieve Elavon of its obligations under this <u>Section 13(d)</u> except to the extent that the delay materially impairs its ability to fully defend the Infringement Claim);
 - (2) Subject to Section 13(d)(ii), give Elavon the right to exercise exclusive control over the preparation and defense of the Infringement Claim, including appeals, negotiations and any settlement or compromise thereof, provided that Elavon will notify Company in writing of its election regarding the assumption of control of the preparation and defense of such Infringement Claim within 15 days following receipt of Company's written notice of such Infringement Claim, but, in any event, no later than 10 days before the date on which any written response to a complaint, summons, or other legal filing is due; and
 - (3) Provide such assistance in connection with the defense and settlement of the Infringement Claim as Elavon may reasonably request, at Elavon's expense. Elavon will not enter into any settlement that imposes any liability or obligation on Company, or contains any admission or acknowledgement of wrongdoing (whether in tort or otherwise), without Company's prior written consent.
- (ii) Company may join in the defense, with its own counsel, at its own expense."
- 7) Section 16 Personal Guaranty is deleted.
- 8) Section 18.2 Jurisdiction and Venue; Governing Law is deleted.

- 9) **Section 18.3 Exclusivity** is deleted.
- 10) **Section 18.5 Assignability** is revised as follows:

"Assignability. Company will not assign the Agreement, directly, by operation of law, or by change of control of Company, without Elavon's prior written consent. If Company nevertheless assigns the Agreement without Elavon's consent, the Agreement will be binding on both the assignee and Company. Elavon will not transfer or assign the Agreement without the prior written consent of Company, provided that such consent will not be required for (i) the assignment or delegation to an affiliate of Elavon, or (ii) the assignment or delegation to any Person into or with which Elavon will merge or consolidate, or who may acquire substantially all of Elavon's stock or assets."

- 11) **Section 18.6Arbitration** is deleted.
- 12) Section 18.9 Attorney's Fees and Expenses is deleted.
- 13) **Section 18.12 Amendments** is revised as follows:

"Amendments. Except as otherwise provided in the Agreement, amendments to the Agreement will be in writing and signed by the parties. Notwithstanding the foregoing, Elavon and Member may amend or modify the Agreement, to the extent such changes are required by or attributable to changes in the Payment Network Regulations or other Laws, upon written notice to Company. Elavon or Member will inform Company of such a change in a periodic statement or other written notice, and such change will become effective at least 30 days after the issuance of the notice. Notwithstanding the previous sentence, changes to fees authorized by the Agreement will be effective upon notice to Company, unless a later effective date is provided. Further, Elavon is entitled to pass through to Company any fee increases imposed upon Elavon by Visa, MasterCard, Discover Network, any other Payment Network, and any other third party including telecommunications vendors."

14) **Schedule A, Section 1.8 Title; Quiet Enjoyment** is replaced as follows:

"Title; Quiet Enjoyment. Lessor will at all times retain title to the Leased Equipment. All documents of title and evidence of delivery will be delivered to Lessor. Lessee hereby authorizes Lessor, at Lessee's expense, to cause the lease or any statement or other instrument in respect to the lease showing the interest of Lessor in the Leased Equipment including Uniform Commercial Code Financing Statements, to be filed or recorded and/or refiled and rerecorded, and grants Lessor the right to execute Lessee's name thereto. Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose, and agrees to pay or reimburse Lessor for any filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Lessee will at its expense, protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keep the Leased Equipment free from legal process or encumbrance whatsoever and, will give Lessor immediate notice thereof and will be responsible for any loss caused thereby. Lessee agrees to procure for Lessor, such estoppel certificates, landlord's or mortgagees' waiver or other similar documents as Lessor may reasonably request. Provided Lessee is not in default hereunder, Lessee will quietly use and enjoy the Leased Equipment subject to the terms hereof."

15) Schedule A, Section 1.10 Net Lease; Taxes is replaced as follows:

"Net Lease; Taxes. Lessee intends the rental payments hereunder to be net to Lessor, and Lessee agrees to pay any applicable sales, use, excise, personal equipment, stamp, documentary and ad valorem taxes, license and registration fees, assessment, fines, penalties and similar charges imposed on the ownership, possession or use of the Leased Equipment during the term of the lease. Lessee will pay all applicable taxes (except Lessor's federal or state net income taxes) which may be imposed on Lessor or Lessee with respect to the lease payments hereunder or the ownership of the Leased Equipment. Lessee will pay as additional rent, any applicable taxes documented as paid or advanced by Lessor on behalf of Lessee. Lessee agrees that the reimbursement of equipment tax calculation is based on an average tax rate. Unless otherwise agreed to in writing, Lessee will file personal equipment tax returns with respect to the Leased Equipment."

16) **Schedule A, Section 1.11 Indemnity** is replaced as follows:

"Responsibility of Lessor. As between Lessor and Lessee, Lessee will be responsible for, and at its own expense, defend itself against any and all liability, damage or loss, arising out of the ownership, selection, possession, leasing, operation, control, use, condition, maintenance, delivery and return of the Leased Equipment. The obligations herein provided will continue in full force and effect notwithstanding the termination of the lease."

17) Schedule A, Section 1.16 Remedies is replaced as follows:

"Remedies. If an Event of Default will occur, Lessor may, at its option, at any time (i) declare immediately due and payable and recover from Lessee, as liquidated damages for the loss of a bargain and not as a penalty, an amount equal to all accrued and unpaid rental payments and late charges, taxes, and other fees, plus the Loss Amount; provided, however, that if an Event of Default will occur as described in Section 1.15(iv) through (vi) above, Lessor without any notice or action will be deemed to have made such a declaration; (ii) automatically charge the DDA for all money amounts owed; (iii) to the extent permitted by applicable Law, without demand or legal process, enter into the premises where the Leased Equipment may be found and take possession of and remove the Leased Equipment, without liability for such retaking; (iv) Lessor may hold, sell or otherwise dispose of any such Leased Equipment at a private or public sale; or (v) exercise any other remedies available under applicable Law. If Lessor takes possession of the Leased Equipment, Lessor will give Lessee credit for any sums received by Lessor from the sale or rental of the Leased Equipment after deduction of the

expenses of sale or rental and Lessee will remain liable to Lessor for any deficiency. Notwithstanding the foregoing, to the extent any software included with the Leased Equipment is nontransferable or its transfer restricted, Lessee agrees that Lessor and/or the licensor of such software will have no duty to remarket or otherwise mitigate any damages relating to such software.

Lessee will also be responsible for all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies including all expenses of repossessing, storing, shipping, repairing and selling the Leased Equipment. Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired lease term and, owing to such difficulty, agree that the provisions of this Section represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by Law, and may, to the extent permitted by Law, be exercised concurrently or separately. The exercise of any one remedy will not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right to remedy will operate as a waiver thereof or modify the terms of the lease."

18) Schedule A, Section 1.19 Miscellaneous is replaced as follows:

"Miscellaneous. If Lessee fails to pay any rent or other amount required herein to be paid to Lessor within five (5) days of when due, Lessee agrees to pay Lessor, in addition to the payment, a late charge of 15% of the amount past due (but at least \$7.50) for each late payment. Each month the past due payment remains unpaid, an additional late fee in the amount defined will be assessed. Payments are applied to late fees and service charges first and then to the lease obligation. Amounts will be payable in addition to all amounts payable by Lessee to Lessor as a result of exercise of any of the remedies herein provided. If Lessee requests any services not provided for herein, Lessee agrees to pay an applicable fee for delivery of such services. Lessee will inform Lessor of any change in Lessee's name, address, billing address, telephone numbers, location of the Leased Equipment, or DDA. If Lessee fails to comply with any provision of the lease, Lessor will have the right, but not be obligated, to affect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expended by, and all expenses of Lessor in effecting such compliance, will be deemed to be additional rental, and will be paid by Lessee at the time of the next monthly payment of rent. All notices under the lease will be sufficient if given personally or mailed postage prepaid to the party intended at the respective address set forth herein, or at such other address as said party may provide in writing from time to time. The lease inures to the benefit of and is binding upon the personal representatives, successors and assigns of the parties hereto. Time is of the essence of the lease. Lessor and Lessee intend the lease to be a valid and subsisting legal instrument, and agree that no provision of the lease that may be deemed unenforceable will in any way invalidate any other provision or provisions of the lease, all of which will remain in full force and effect. The lease will be binding when accepted in writing by Lessor and will be governed by the laws of the state where the Leased Equipment is located."

19) Schedule A, Section 1.20 Important Information about Credit Reporting is deleted.

20) Schedule A, Section 2.6 Title; Quiet Enjoyment is replaced as follows:

"Title; Quiet Enjoyment. Lessor will at all times retain title to the Leased Equipment. Lessor may at Lessee's expense, cause the lease or any document, statement or other instrument in respect to the lease showing Lessor's interest in the Leased Equipment, including without limitation Personal Property Security Act or Civil Code of Quebec financing statements, to be filed, registered or recorded, or refiled, reregistered and rerecorded, as applicable. Lessee waives the right, where permitted by law, to receive a copy of any financing statement, financing change statement or verification statement. Lessee agrees to execute and deliver any document, statement or instrument requested by Lessor for such purpose, and agrees to reimburse Lessor for any expense arising therefrom. Lessee will at Lessee's expense protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keep the Leased Equipment free from legal process or encumbrance whatsoever, and will give Lessor immediate notice thereof and will be responsible for any loss caused thereby. Lessee agrees to procure for and deliver to Lessor, such estoppel certificates, landlord's or mortgagees' waiver or other similar documents as Lessor may request. Provided Lessee is not in default hereunder, Lessee may quietly use and enjoy the Leased Equipment subject to the terms hereof."

21) Schedule A, Section 2.9 Indemnity is replaced as follows:

"Responsibility of Lessor. As between Lessor and Lessee, Lessee will be responsible for, and at its own expense, defend itself against any and all liability, damage or loss, arising out of the ownership, selection, possession, leasing, operation, control, use, condition, maintenance, delivery and return of the Leased Equipment. The obligations herein provided will continue in full force and effect notwithstanding the termination of the lease."

- 22) Schedule B, Section 1.5 Personal Guaranty is deleted.
- 23) Schedule B, Section 1.6 Jurisdiction and Venue; Governing Law is deleted.
- 24) **Schedule B, Section 1.7 Arbitration** is deleted.
- 25) **Schedule C, Section 16** is hereby added:

"16. Effective March 1, 2020, (i) either Elavon or Company may terminate the ECS services portion of the Agreement at any time upon thirty days' prior written notice to the other party, and (ii) Elavon may, at its option, transition Company to a new program offered by Elavon that provides services similar to the ECS."