

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 12-581

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING A MERCHANT PROCESSING AGREEMENT WITH AUTOMATED MERCHANT SYSTEMS INCORPORATED, FOR AN INITIAL TERM OF THREE (3) YEARS, TO PROVIDE CREDIT CARD PROCESSING TO RESIDENTS AND BUSINESSES FOR ALL PAYMENTS MADE TO THE CITY; PROVIDING FOR AUTOMATIC RENEWAL FOR ADDITIONAL ONE YEAR TERMS; PROVIDING FOR NINETY DAY (90) NOTICE OF TERMINATION; AUTHORIZING THE ADMINISTRATION TO RENEW THIS AGREEMENT UNDER THE SAME TERMS WITHOUT FURTHER COMMISSION ACTION.

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BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida, hereby approves a Merchant Processing Agreement with Automated Merchant Systems Incorporated, for an initial term of three (3) years, to provide credit card processing to residents and businesses for all payments made to the City, and providing for automatic renewal for additional one year terms unless a termination notice is provided by either party at least ninety (90) days prior to expiration of a current term.

SECTION 2: That the Mayor and City Manager are hereby authorized and directed to execute said Agreement on behalf of the City of Margate, a copy of which is attached and made a part of this Resolution.

SECTION 3: That the administration is authorized to renew this Agreement, under the same terms without further Commission action.

SECTION 4: That this Resolution shall become effective immediately upon its passage.



**MERCHANT PROCESSING AGREEMENT  
APPLICATION AND FEE SCHEDULE**

A Registered Service Provider of Merrick Bank Corporation ("Merrick")

**PRINT CLEARLY**

**ASSOCIATE:** \_\_\_\_\_ **ACCOUNT REP:** Daniel L. Sloan 0000 **DATE:** 12/18/14

<b>Corporate/ Legal Name:</b> City of Margate			<b>Corporate/ Legal Name:</b> City of Margate		
<b>Address (Physical Location):</b> 5790 Margate Boulevard			<b>Mailing Address:</b> 5790 Margate Boulevard		
<b>City:</b> Margate	<b>State:</b> FL	<b>Zip:</b> 33063	<b>City:</b> Margate	<b>State:</b> FL	<b>Zip:</b> 33063
<b>Email Address:</b> mbeazley@margatefl.com			<b>Website Address:</b> www.margatefl.com		
<b>Contact Name:</b> Mary Beazley		<b>Title:</b> Director of Finance	<b>Contact Name:</b> (Corporate Office, If Applicable) Sonja Fuller		<b>Title:</b> Accountant
<b>Business Phone #:</b> (954)972-6454		<b>Fax #:</b> (954)935-5258	<b>Business Phone #:</b> (954)972-6454		<b>Fax #:</b> (954)935-5258

<b>CHAIN MERCHANT</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 017158	<b>Federal Tax ID Number:</b> 59-6015967
<b>TYPE OF BUSINESS:</b> City Government	<b>BUSINESS LICENSE #:</b> _____
	<b>NUMBER OF YEARS IN BUSINESS</b> 20+ Years

**CURRENT PROCESSOR:** Automated Merchant Sys **POS DEBIT:** ☒ NO ☐ YES **NETWORK:** \_\_\_\_\_  
(Z) Star MAC (W) Star East (Q) Star West (L) Pulse (Y) NYCE (G) Interlink (B) Maestro (K) EBT

**TRADE REFERENCES:**

<b>Company:</b> _____	<b>Contact:</b> _____
<b>Phone:</b> _____ <b>Fax:</b> _____	<b>Account Type:</b> _____
<b>Company:</b> _____	<b>Contact:</b> _____
<b>Phone:</b> _____ <b>Fax:</b> _____	<b>Account Type:</b> _____

<b>Authorized Signer (First): MI: Last:</b> Joanne Simone	<b>Title:</b> Mayor	<b>Phone Number:</b> (954)972-6454	<b>Email Address:</b> jsimone@margatefl.com
<b>Alternate (First): MI: Last:</b> Douglas Smith	<b>Title:</b> City Manager	<b>Phone Number:</b> (954)972-6454	<b>Email Address:</b> citymanager@margatefl.com
<b>Alternate (First): MI: Last:</b> Eugene Steinfeld	<b>Title:</b> City Attorney	<b>Phone Number:</b> (954)972-6454	<b>Email Address:</b> cityattorney@margatefl.com
<b>Alternate (First): MI: Last:</b> Joseph J. Kavanagh	<b>Title:</b> City Clerk	<b>Phone Number:</b> (954)972-6454	<b>Email Address:</b> jjkavanagh@margatefl.com

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. What this means for you: when you open an account, we may ask you for information that will allow us to identify you, including a copy of your driver's license or other identifying documents.

**THE MERCHANT PROCESSING AGREEMENT IS NOT EFFECTIVE UNTIL SIGNED BELOW:**

<b>Merrick Bank Corporation</b>		<b>Automated Merchant Systems, Inc.</b>	
<b>By:</b> _____	<b>By:</b> _____	<b>12/18/14</b>	<b>12/18/14</b>
135 Crossways Drive North, Suite A Woodbury, NY 11797	600 Northlake Blvd., Suite 330 Altamonte Springs, FL 32701 407-331-6465	Date	Date

## MasterCard - Miscellaneous Fees

MC Per Transaction Fees		
Credit	Auth / Decline	\$ 0.10
	Capture	\$ 0.05
Debit	Auth / Decline	\$ 0
	Capture	\$ 0.00
PIN	Auth / Decline	\$ 0
	Capture	\$ 0.00

	Interchange Markup	Non-PCI Markup	Network Access Brand Usage Fee	Assessments	Assessments (above \$1,000.00)
Credit	0.14 %	0.00 %	\$ 0.0195	0.1100 %	0.1300 %
Debit	0.14 %	0.00 %	\$ 0.0195	0.1100 %	0.1300 %

	Partial/Full Reversal Authorization Fee	Status Inquiry Intraregional Fee	Status Inquiry Interregional Fee	Processing Integrity Fee	Int'l Cross Border USD	Int'l Cross Border Non-USD	Int'l Acquirer Process Fee
Credit	\$ 0.045	\$ 0.025	\$ 0.030	\$ 0.045	0.40 %	0.80 %	0.85 %
Debit	\$ 0.045	\$ 0.025	\$ 0.030	\$ 0.045	0.40 %	0.80 %	0.85 %

## Visa - Miscellaneous Fees

Visa Per Transaction Fees		
Credit	Auth / Decline	\$ 0.10
	Capture	\$ 0.05
Debit	Auth / Decline	\$ 0
	Capture	\$ 0.00
PIN	Auth / Decline	\$ 0
	Capture	\$ 0.00

	Interchange Markup	Non - PCI Markup	Acquirer Processing Fee	Assessments	Assessments (above \$1,000.00)	Visa Base II Fee
Credit	0.14 %	0.00 %	\$ 0.0195	0.1100 %	0.1100 %	\$ 0.0030
Debit	0.14 %	0.00 %	\$ 0.0155	0.1100 %	0.1100 %	\$ 0.0030

	Zero Dollar Verification Fee	Misuse Of Authorization Fee	Zero Floor Limit Fee	Processing Integrity Fee	Int'l Cross Border USD	Int'l Acquirer Processing Fee
Credit	\$ 0.025	\$ 0.045	\$ 0.100	\$ 0.100	0.40 %	0.45 %
Debit	\$ 0.025	\$ 0.045	\$ 0.100	\$ 0.100	0.40 %	0.45 %

## Discover - Miscellaneous Fees

Discover Per Transaction Fees		
Credit	Auth / Decline	\$ 0.10
	Capture	\$ 0.05
Debit	Auth / Decline	\$ 0
	Capture	\$ 0.00

	Interchange Markup	Non - PCI Markup	Acquirer Processing Fee	Assessments	Assessments (above \$1,000.00)	Int'l Cross Border USD	Int'l Acquirer Processing Fee
Credit	0.14 %	0.00 %	\$ 0.0185	0.1050 %	0.1050 %	0.40 %	0.55 %
Debit	0.14 %	0.00 %	\$ 0.0185	0.1050 %	0.1050 %	0.40 %	0.55 %

## Merchant Account Related Fees

Account Setup Fee
\$ 150.00

Amex: Auth-Capt. / Decl.
\$ 0.20

Monthly Statement	Monthly Minimum	Voice Auth	Charge Backs	ACH Rejects
7.50	10.00	\$ 0.75	\$ 15.00	\$ 30.00

Breach Assurance Program
\$100,000.00 Coverage
\$ 9.95 Per MID

Early Termination Fee See Section 11

## Additional Services Related Fees

Internet Gateway Monthly Fee	Internet Gateway Per Transaction Fee	No Per Transaction Fee for the first 1000 Transactions per month
\$ 15.00	\$ 0.10	

Reporting Fee (Per User ID) (Optional)
\$ 10.00

### Payment Brand Charges

A significant amount of the fees that we charge you for processing your Card Transactions consist of charges that we must pay to the Payment Brands (or that are otherwise charged by the Payment Brands or on their behalf in connection with your Card Transactions). These charges, which include interchange, assessments, file transmission fees, and other charges are referred to in this Schedule as "Payment Brand Charges." Thus, in addition to the fees set forth above in this Schedule, you will also be charged Payment Brand Charges, notwithstanding the foregoing, we may temporarily elect not to charge you for certain Payment Brand Charges. Therefore, it is possible that you may not be charged for certain Payment Brand Charges for a period of time. If that is the case, our election not to charge you for those Payment Brand Charges should not be construed as a waiver of our right to charge you for those Payment Brand Charges, and we reserve the right to charge you for them upon notice to you at any time. Our right to impose such charges extends to Payment Brand Charges currently in effect, increases in the amount of those Payment Brand Charges, and new Payment Brand Charges imposed by Payment Brands and other third parties.

Payment Brand Charges, including interchange fees and assessments, are set by the Payment Brands and other third parties and are based in part upon a series of factors that they establish and modify from time to time. Thus, the Payment Brand Charges for a given Card Transaction depends on a number of factors such as the type of Card presented, specific information contained in the Card Transaction, how and when the Card Transaction is processed, your industry, and other factors. Note that the Payment Brands regularly add new Payment Brand Charges change the rates for existing Payment Brand Charges, or change the qualification criteria for existing Payment Brand Charges. Changes in the way you accept and process Card Transactions, the volume of your Card Transactions, the products and services you provide, and numerous other factors may affect your Payment Brand Charges. For a detailed description of Payment Brand Charges, go to <http://www.automatedmerchant.com/rateschedule.html> (the "Site"). Notwithstanding anything to the contrary, nothing set forth in this schedule or on the Site shall be deemed to be a representation, warranty or promise of any actual Payment Brand Charge that may be assessed hereunder. The Payment Brand Charges set forth herein and therein are for informational purposes only and remain subject revision at all times.

The parties hereto agree to abide by the terms and conditions contained in the Merchant Processing Agreement to which this signature page is attached and Merchant agrees by signing this document that Merchant has received a copy of the Merchant Processing Agreement and Operating Procedures Guide.

**See Page 4 of this Merchant Processing Agreement Application and Fee Schedule For Signatures**

**AMENDMENT TO**  
**MERCHANT PROCESSING AGREEMENT TERMS AND CONDITIONS**

This Amendment to Merchant Processing Agreement Terms and Conditions ("Amendment") entered into as of 01/01/2015 ("Amendment Effective Date") and is by and among Merrick Bank Corporation, a Utah industrial banking corporation ("Member Bank"), Automated Merchant Systems, Inc. ("AMS") and the government entity signing below (the "Merchant") and amends that certain Merchant Processing Agreement Terms and Conditions among Member Bank or its predecessor-in-interest, AMS and Merchant dated as of 01/01/2015 (the "Agreement"). Member Bank, AMS and the Merchant agree that the terms and conditions contained in this Amendment shall supersede and prevail over any contradictory or inconsistent terms and conditions contained in the Agreement, as amended from time to time, and agree further that all capitalized terms used, but not otherwise defined herein, shall have the meanings assigned thereto in the Agreement.

The following replaces item # 8 of the Merchant Processing Agreement Terms and Conditions.

**8. Term.** This Agreement will be effective as of the date it is accepted by Member Bank and Processor and will continue in effect for a term of three (3) years following such date (the "Initial Term"), unless earlier terminated as provided for below. Following the Initial Term, this Agreement will automatically renew for additional one year renewal terms, unless a party provides written notice to the other parties of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current Term (a "Termination Notice"). If a party provides a Termination Notice to the other parties, this Agreement shall terminate on the expiration of the then current Term.

The following is added to the "Fee Schedule" portion of the Application.

The basis point mark-up on interchange (which can be found on page two(2) of the Application) will be modified as set forth in the following table:

<b>Effective Time Period</b>	<b>Basis Points to be Charged</b>
From the Amendment Effective Date until the 1 <sup>st</sup> day of the month following the 1 <sup>st</sup> anniversary of the Amendment Effective Date	0.14 %
From the 1 <sup>st</sup> day of the month following the 1 <sup>st</sup> anniversary of the Amendment Effective Date until the 1 <sup>st</sup> day of the month following the 2 <sup>nd</sup> anniversary of the Amendment Effective Date	0.12 %
From the 1 <sup>st</sup> day of the month following the 2 <sup>nd</sup> anniversary of the Amendment Effective Date until the 1 <sup>st</sup> day of the month following the 3 <sup>rd</sup> anniversary of the Amendment Effective Date	0.10 %
From the 1 <sup>st</sup> day of the month following the 3 <sup>rd</sup> anniversary of the Amendment Effective Date until the termination of the Agreement	0.10 %

Except as expressly modified hereby, the terms and conditions of the Agreement remain in full force and effect and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives.

**See Page 4 of this Merchant Processing Agreement Application and Fee Schedule  
For Signatures**


## MERCHANT SIGNATURE AND AUTHORIZATION

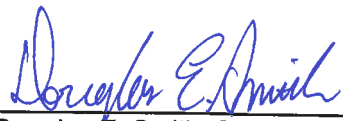
Name of Entity: City of Margate ("Merchant")

The undersigned certify and agree as follows:

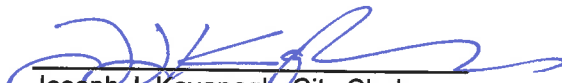
1. The undersigned are duly authorized to sign this Merchant Processing Agreement on behalf of the Merchant and all Merchant affiliates, departments and other entities designated on the second page of this document (the "Merchant Parties") and by signing below thereby bind all Merchant Parties to such agreement.
2. The undersigned are duly authorized to act for and on behalf of the Merchant Parties in any manner relating to this Merchant Processing Agreement.
3. Both AMS and Merrick may rely on the authority granted in this certification and the undersigned officials represent and warrant that this certification shall remain in full force and effect until revoked upon written notice to AMS.
4. Upon execution below, the Merchant and all Merchant Parties agree to abide by the terms and conditions contained in the Merchant Processing Agreement to which this Merchant Signature and Authorization is attached and Merchant and all Merchant Parties agree that Merchant and all Merchant Parties have received a copy of the Merchant Processing Agreement and Operating Procedures Guide.

### CITY OF MARGATE

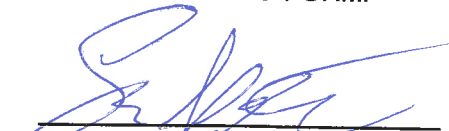
  
Joanne Simone, Mayor  
18 day of December, 2014

  
Douglas E. Smith, City Manager  
18 day of December, 2014

ATTEST:

  
Joseph J. Kavanagh, City Clerk  
18 day of December, 2014

APPROVED AS TO FORM:

  
Eugene M. Steinfeld, City Attorney  
18 day of December, 2014

**Merchant Parties:** Margate Building Permits,  
Margate City Clerk  
Margate Finance Department  
Margate P&R Aquatics  
Margate Police Department  
Margate Utilities (Retail),

Margate Building Permits (Web)  
Margate Economic Development

Margate P&R Admin  
Margate Rec Foundation, Inc.  
Margate Utilities (Web)

## MERCHANT PROCESSING AGREEMENT TERMS AND CONDITIONS

This is a Merchant Processing Agreement ("Merchant Processing Agreement" or "Agreement") entered into as of the date accepted by Processor (defined below) and is by and among Merrick Bank, a Utah state chartered bank ("Member Bank"), Automated Merchant Systems, Inc. ("AMS", and collectively with Member Bank, "we", "our", "ours" and the like) and the entity (the "Merchant", "you", "your", "yours" and the like) that signed the attached Merchant Application.

### BACKGROUND INFORMATION

Member Bank is a member/acquirer of both Visa U.S.A. Incorporated ("Visa") MasterCard International ("MasterCard"), and DFS Services, LLC ("Discover®") and is authorized to process Card Transactions for various other payment brands, networks and payment card issuers (each a "Payment Brand"). Member Bank and AMS have entered into an agreement whereby AMS acts as Member Bank's sales agent and provides certain services to Merchant through various third party service providers (AMS and such third party service providers shall hereinafter collectively be referred to as "Processor"). Merchant desires to accept Debit Cards and/or Other Cards as defined below, and as indicated on the Merchant Application validly issued by a Payment Brand. Member Bank and Processor agree to provide such services in accordance with the terms and conditions set forth below. Accordingly, the parties to this Agreement, intending to be legally bound, agree as follows:

### OPERATIVE PROVISIONS

1. **Services; Operating Procedures Guide.** Member Bank and Processor agree to provide to Merchant, at Merchant's U.S. locations identified in the Application (as defined below), processing and settlement services (the "Services") in accordance with the terms and conditions of this Agreement and the Operating Procedures Guide, the terms of which are incorporated by reference and made a part of this Agreement. Merchant agrees to use Member Bank to sponsor and process its Payment Brand branded Card transactions.
2. **Definitions.** Unless otherwise provided, the capitalized terms used in this Agreement have the meanings designated in the Operating Procedures Guide. "Debit Card" means all Payment Brand cards issued by a non-U.S. bank, a Payment Brand card issued by a U.S. bank that accesses a consumer's asset account within 14 days after purchase, including but not limited to stored value, prepaid, payroll, EBT, gift, and Visa consumer check cards, and debit cards validly issued by the debit card networks indicated on the Merchant Application such as on-line (PIN-based) cards. "Other Cards" means all cards issued by a non-U.S. bank and all Payment Brand cards other than Debit Cards, including but not limited to business and consumer credit cards and business debit cards. The category of card acceptance that you have indicated on the Merchant Application will collectively be referred to as "Cards".
3. **Payment Brand Regulations.** All Card Transactions and this Agreement are subject to, and the parties agree to be bound by, applicable Payment Brand operating rules and regulations ("Payment Brand Regulations"). The Payment Brand Regulations include the Payment Card Industry Data Security Standard, the Consortium Merchant Negative File published by Discover, Discover Information Security Compliance, Visa Cardholder Information Security Program and MasterCard's Site Data Protection Program, as may be amended, supplemented or replaced from time to time. Merchant is responsible for demonstrating its own, its agents, and its services' compliance with Payment Brand Regulations as they may be amended from time to time. Processor is not responsible for providing copies of the Payment Brand Regulations, and makes no representations or warranties regarding the accuracy of any summaries of Payment Brand Regulations it may provide. Processor is not liable for any non-compliance or any costs of such non-compliance by Merchant of any Payment Brand Regulation. If there is a conflict between this Agreement and the Payment Brand Regulations, the Payment Brand Regulations will apply. Merchant will pay Processor and Member Bank immediately for all Payment Brand fines, fees, penalties and all other assessments or indebtedness levied by any Payment Brand to Processor and/or Member Bank which are attributable, at Member Bank's discretion, to Merchant's Transaction processing or business, and any other loss, liability, assessment or fine incurred arising out of Merchant's breach of this Section. AMS may not subcontract, sublicense, assign, license, franchise or in any manner extend or transfer to any third party any right or obligation of AMS.
4. **Fees.** The Fees and other charges to be charged by Member Bank and Processor to Merchant for the services provided under this Agreement are set forth in the Merchant Application and Fee Schedule (the "Application"), which is made a part of this Agreement. The Discount Rate shall be charged on all new sales (i.e. sale transactions not including "returns" or credits to cardholders). Processor may change such Fees from time to time upon 10 days prior written notice to Merchant. The Fees set forth in the Application do not include, and Merchant hereby agrees to pay, all fees, charges, penalties, fines, assessments and additional or increased costs of any nature that may be charged by the Payment Brands or other third party, whether charged to or directly or indirectly incurred by Processor in connection with matters contemplated by the Agreement, including without limitation, adjustment fees and interchange fees. Interchange fees charged hereunder will not be credited back to Merchant if a transaction is subsequently reversed or otherwise processed as a credit.
5. **Card Transactions.** In addition to the requirements for Card Transactions set forth in the Operating Procedures Guide and Payment Brand Regulations, Merchant agrees that it will not (a) deposit into its Bank Account any Sales Draft or Credit Draft for any Card Transaction between a Cardholder and an entity other than Merchant; (b) accept cash payments from a Cardholder for previous Card Transactions; or (c) make a cash disbursement to a Cardholder arising out of a Card Transaction or any other use of a Card.
6. **Merchant's Account**
  - a. Merchant shall establish, and at all times during the term of the Agreement, maintain one or more Accounts with an Institution in order to facilitate payment of amounts due from time to time under this Agreement, which Institution and Account shall be identified in the Application. To secure the extension of credit and Merchant's obligations under this Agreement including, without limitation, Merchant's obligation to pay chargebacks, Merchant grants to Member Bank and AMS a security interest in its deposited Sales Drafts and all funds maintained in the Account(s).
  - b. All credits, charges and debits in connection with Card Transactions and other amounts owing under this Agreement shall be made to Merchant's Account, including without limitation, all Fees, Adjustments and Chargebacks. Merchant authorizes Member Bank, without notice to Merchant, to credit or debit the Account(s). Any Fees or other charges not collected by Member Bank or Processor through a debit to the Account, for whatever reason, shall be invoiced to Merchant by Member Bank or Processor and are due upon Merchant's receipt of such invoice.
  - c. If Merchant has more than one deposit account with its Institution, any or all of such accounts may be treated as the Account and may be credited, charged or debited in connection Card Transactions and other amounts owing under this Agreement as Member Bank or Processor may determine; provided, that Merchant may designate a particular Account with respect to certain amounts to be credited, charged or debited from time to time by Member Bank in connection with particular Card Transactions. Member Bank agrees to comply with such designation so long as the designated Account(s) contain sufficient funds to satisfy such charges or debits.
  - d. If a debit or Chargeback to the Account results in an overdraft, Merchant shall immediately deposit with Institution an amount sufficient to cover such overdraft and any related service charges or fees.
  - e. All items credited and debited to the Account(s) are subject to review, verification and acceptance by Member Bank and Processor. Member Bank may withhold crediting of questionable items pending verification, investigation and confirmation.
  - f. If Merchant desires to change the Account, Merchant shall notify Member Bank and Processor in writing at least ten (10) days prior to the effective date of the change and shall follow Member Bank's and Processor's procedures for completing the change.
7. **Display of Service Marks, Advertising and Promotional Materials**
  - a. Merchant shall prominently display at each Authorized Location any service marks, identification logos and any other promotional materials (collectively, the "Service Marks") the Payment Brands furnish to Merchant to alert Cardholders that Cards will be honored at Merchant's Authorized Locations. This requirement shall not apply to private clubs or other merchants that do not serve the general public or other class of merchants exempted by a Payment Brand. The Service Marks for each Payment Brand must be at least the dimension of and as prominent as any other card program mark or logo displayed.
  - b. Merchant may use the Service Marks only to indicate that Cards are accepted by Merchant for payment. Merchant shall not state, imply or use the Service Marks to indicate that Processor or any Payment Brand endorses, sponsors, produces, offers, sells or is affiliated with any of Merchant's goods or services.
  - c. Merchant shall not refer to Processor or any Card or Payment Brand in stating eligibility for Merchant's merchandise, services or membership.
  - d. Merchant's use of the Service Marks of any Payment Brand shall be governed by the Payment Brand's Regulations and Merchant shall not use any Service Marks in a direct mail solicitation without prior written approval of the applicable Payment Brand.
  - e. Merchant's right to use or display the Service Marks shall continue so long as this Agreement remains in effect, unless Processor directs that such use or display shall cease. Merchant acknowledges that the Service Marks are the property of the applicable Payment Brand and Merchant shall not infringe upon the Service Marks.
  - f. If Merchant has requested signage for the purpose of indicating acceptance of Debit Cards, Merchant must display such signage for a minimum of 3 months from delivery of such signage to Merchant. All point of sale displays or websites must include either appropriate Service Marks to indicate acceptance of Debit and Other Cards or Payment Brand approved signage to indicate acceptance of the limited acceptance category Merchant has selected.
  - g. If Merchant has requested Payment Brand bank identification numbers, Merchant must only use the bank identification numbers for product identification purposes at the point of sale, and not disclose this proprietary and confidential information to any third party without prior written permission from the applicable Payment Brand.
8. **Term.** This Agreement will be effective as of the date it is accepted by Member Bank and Processor and will continue in effect for a term of three (3) years following such date (the "Initial Term"), unless earlier terminated as provided for below. Following the Initial Term, this Agreement will automatically renew for additional one year renewal terms, unless a party provides written notice to the other parties of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current Term (a "Termination Notice"). If a party provides a Termination Notice to the other parties, this Agreement shall terminate on the expiration of the then current Term.
9. **Events of Default.** An "Event of Default" shall mean the occurrence or existence of one or more of the following events or conditions, whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of law: (a) Merchant fails to pay any obligation under this Agreement to Member Bank or Processor when due; (b) any representation or warranty made by Merchant under this Agreement, the Application or any financial statement, certificate, report, exhibit or document required to be furnished by Merchant to Member Bank or Processor pursuant to this Agreement shall prove false or misleading in any material respect as of the time when made, including any omission of material information necessary to make such representation, warranty or statement not misleading or the failure to provide required information; (c) Merchant shall default in the performance or observance of any covenant, agreement or duty under this Agreement or any Payment Brand Regulation; (d) Merchant is no longer allowed by a Payment Brand to accept such Payment Brand's Cards as payment or Merchant's name appears on a Payment Brand's terminated merchant file; (e) Member Bank or Processor reasonably conclude that any criminal, fraudulent, unauthorized or suspicious activity has occurred or is imminent with respect to Merchant's acceptance of Cards or Merchant's performance under this Agreement; (f) there is an unexplained material change in Merchant's processed volume, average ticket size or mode of sale; (g) Member Bank or Processor reasonably conclude that there exists a risk of an abnormal level of Chargebacks or that Merchant may not fund Chargebacks, fees or other charges as they occur; (h) Merchant has defaulted on any obligation for borrowed money and the effect thereof may permit the holder of such indebtedness to accelerate the time when repayment is due; (i) there is an adverse material change in Merchant's business, operations, financial condition, properties, assets or prospects; (j) one or more judgments against Merchant, for the payment of money remain undischarged, unsatisfied or unstayed for a period of 45 consecutive days; (k) Merchant's lender takes possession of Merchant's inventory; (l) a writ or warrant of attachment, garnishment, execution, or similar process shall have been issued against Merchant or any of its assets; (m) a proceeding shall have been instituted with respect to Merchant (1) seeking an order for relief or a declaration entailing a finding that Merchant is insolvent or seeking a similar declaration or finding, or seeking dissolution, winding up, charter revocation or forfeiture, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to Merchant, its assets or its debts under any law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar law now or hereafter in effect, or (2) seeking appointment of a receiver, trustee, custodian, liquidator, assignee, sequestrator or other similar official for Merchant or for all or any substantial part of its assets; or (n) Merchant shall become insolvent, shall become generally unable to pay its debts as they become due, shall voluntarily suspend transaction of its business, shall make a general assignment for the benefit of creditors, shall institute a proceeding described in subsection (m)(1) above, or shall consent to any such order for relief, declaration, finding or relief described therein, shall institute a proceeding described in subsection (m)(2) above, or shall consent to any such appointment or to the taking of possession by any such official of all or any substantial part of its assets, shall dissolve, windup, revoke or forfeit its charter (or other constituent documents) or liquidate itself or any substantial part of its assets, or shall take any action in furtherance of any of the foregoing; or (o) accept a Card for an unlawful Internet gambling Transaction. Merchant shall notify Member Bank and Processor in writing immediately upon becoming aware of an Event of Default, or an event which, with the passing of time or the giving of notice, or both, would constitute an Event of Default.
10. **Remedies Upon Event of Default.** Upon the occurrence of any Event of Default, Member Bank and Processor may employ any or all of the following remedies it deems appropriate: (a) terminate this Agreement immediately upon notice to Merchant; (b) without prior notice to Merchant, refuse to accept or revoke acceptance of any Sales Draft or Credit Draft, or the electronic transmission thereof if applicable, received by Member Bank or Processor on or at any time after the occurrence of any Event of Default; (c) without prior notice to Merchant, Member Bank may debit Merchant's Account in an amount equal to any amount then owed to Member Bank or Processor; (d) establish a reasonable reserve using Merchant funds in Member Bank's possession to cover foreseeable Chargebacks, Payment Brand fines or assessments, cardholder credits or Fees; (e) increase the Fees payable by Merchant hereunder commensurate with the increased risk; (f) require Merchant to deposit, as cash collateral, such amounts as Member Bank or Processor may require to secure Merchant's obligations hereunder; (g) report to one or more credit reporting agencies any outstanding Merchant or guarantor indebtedness to Member Bank or Processor; or (h) take such other action as may be permitted by law.



11. **Early Termination Fee.** For purposes of this Section 11, a "Early Termination" shall mean: (i) a termination of this Agreement by Member Bank or Processor following an Event of Default specified in Section 9 above (ii); a termination of this Agreement by Merchant for any reason whatsoever, other than following written Termination notice given by Merchant pursuant to Section 8 or 13; or (iii) Merchant's deposit or submission of its Payment Brand branded transactions with any entity other than Member Bank. Notwithstanding the foregoing, an "Early Termination" shall not include termination by Merchant as a result of Merchant's decision to discontinue the acceptance of credit and debit cards as a payment method. Merchant's payment of the monthly minimum discount shall not fulfill Merchant's obligation to Processor. The parties agree that the actual damages which will result to Processor from an Early Termination are not readily ascertainable as of the effective date of this Agreement. In addition, Merchant acknowledges and agrees that in reliance on this Agreement and other long-term agreements, Processor will incur additional long-term costs, including without limitation, computer hardware, software, and labor. Accordingly, upon the occurrence of an Early Termination, Merchant shall pay to Processor, in addition to all amounts owed each for the services provided to Merchant pursuant to this Agreement, an amount equal to the greater of (i) \$500.00; or (ii) thirty percent (30%) of the average total monthly fees incurred during the preceding 6 months (or shorter period if this Agreement has not been in effect for 6 months), times the number of months, or portion thereof, remaining in the then current Term of this Agreement. The parties intend that the Early Termination Fee be in lieu of Processor's lost profits for the remainder of the term of this Agreement, but not in lieu of any other damages to which Processor might otherwise be entitled arising out of wrongful acts or omissions of Merchant.
12. **Change in Merchant's Business.** Merchant shall provide Member Bank and Processor at least thirty (30) days prior written notice of its intent to change in any way the basic nature of its business, including without limitation, a change in the types of merchandise or services sold, or the method of selling such products or services. Upon its receipt of notice of such change, Member Bank and Processor shall have the right to terminate this Agreement without further obligation upon providing to Merchant thirty (30) days prior written notice.
13. **Termination by Merchant.** Merchant may terminate this Agreement upon thirty (30) days prior written notice to Member Bank and Processor in the event of (a) receipt by Merchant of notice of any increase in Fees payable to Member Bank and Processor pursuant to Section 4 hereof (excluding pass-through fees payable to a Payment Brand or other third party, or Fee increases pursuant to Section 10); or (b) any material amendment or modification to this Agreement made by Member Bank or Processor pursuant to Section 20 hereof which adversely affects Merchant in any material respect (excluding material amendments or modifications required due to changes to an Payment Brand Regulation or applicable federal, state or local law or regulation). Merchant's right to terminate pursuant to this Section 13 shall expire thirty (30) days following Merchant's receipt of notice of any such Fee increase or material amendment or modification. If this Agreement is terminated, regardless of cause, Member Bank may withhold and discontinue the disbursement for all Card Transactions in the process of being collected and deposited. If termination is due to the occurrence of an Event of Default or if Merchant otherwise breaches this Agreement, Merchant acknowledges that Member Bank or Processor may be required to report Merchant's business name and the names and other identification of its principals to the MATCH file maintained by the Payment Brands. Merchant expressly agrees and consents to such reporting if Merchant is terminated for any reason requiring listing on the MATCH file. Merchant waives and will hold harmless Member Bank and AMS from any claims that Merchant may raise as a result of Member Bank or Processor MATCH file reporting. Merchant will also immediately cease requesting Authorizations. If Merchant obtains any Authorization after termination, the fact that any Authorization was requested or obtained will not reinstate this Agreement. Further, Merchant will return all Member Bank or AMS property, forms, or equipment. All obligations for Transactions prior to termination (including payment for Chargebacks and Member Bank's expenses relating to Chargebacks) survive termination. Neither Member Bank nor AMS is liable to Merchant for damages (including prospective sales or profits) due to termination. Following termination, Merchant will upon request provide Member Bank and AMS with all original and electronic copies of Sales Drafts and Credit Drafts that have been retained by Merchant as of the date of termination. Upon termination, any amounts due to Member Bank or AMS will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever.
14. **Credit Inquiries; Reporting; Financial Statements.** Merchant authorizes Member Bank and Processor to make any credit inquiries they consider necessary to accept or to renew their acceptance of this Agreement. Merchant also authorizes any person or credit reporting agency to compile information to answer such credit inquiries and to furnish such information to Member Bank and Processor. Merchant agrees to provide to Processor such financial statements or other information concerning Merchant's business or operations as may be requested by Processor from time to time, in appropriate detail, promptly upon request by Processor. Upon request by Processor, Merchant shall furnish to Processor, within 120 days after the end of Merchant's fiscal year, an audited financial statement of profit and loss for such fiscal year and an audited balance sheet as of the end of such fiscal year. Processor may, at its discretion, accept unaudited financial statements prepared by a public accounting firm.
15. **Representation and Warranties.** Merchant makes the following representations and warranties which shall be true and correct on the date of this Agreement and at all times thereafter: (a) all information contained in Merchant's Application or any other document delivered to Member Bank and Processor in connection therewith or with this Agreement is true and complete in all material respects; (b) Merchant has the power to execute, deliver and perform this Agreement; (c) this Agreement is duly authorized and will not violate any provisions of law, or conflict with any other agreement to which Merchant is subject or by which Merchant's assets are bound; (d) Merchant has all required licenses, if any, to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (e) there is no action, suit or proceeding at law or in equity pending, or to the knowledge of Merchant, threatened, by or against or affecting Merchant which if adversely decided to Merchant would impair the right of Merchant to carry on its business substantially as now conducted or adversely affect its financial condition or operations in any material respect; and (f) Merchant is not now, nor shall it in the future, become engaged in any method of selling which is now or in the future set forth in the Operating Procedures Guide as an "Unacceptable Selling Method."
16. **INDEMNIFICATION.** Contractor agrees to indemnify, defend, save, and hold harmless the City of Margate, their officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys fees, and costs to the extent caused by the gross negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.
17. **CHOICE OF LAW; JURISDICTION; WAIVER.** This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The parties to this Agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.
18. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, NO CLAIM MAY BE MADE BY MERCHANT AGAINST MEMBER BANK OR PROCESSOR OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT UNLESS SUCH CLAIM ARISES FROM THE WILFUL MISCONDUCT OF THE MEMBER BANK OR PROCESSOR AND MERCHANT HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY SUCH CLAIM FOR ANY SUCH DAMAGES, WHETHER SUCH CLAIM PRESENTLY EXISTS OR ARISES HEREAFTER AND WHETHER OR NOT SUCH CLAIM IS KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.
19. **Debit Card Acceptance.** Merchant may accept Debit Cards supported by Processor. If the Debit Card requires a personal identification number ("PIN") Merchant will comply with the following:
- Merchant will attempt to settle in good faith any dispute between Merchant and a Cardholder involving a Debit Card transaction. Merchant will establish a fair, consistent policy for the exchange and return of merchandise and for the adjustment of amounts due on Debit Card sales. Merchant will promptly initiate a refund to the customer (which may be made in cash, by an adjustment draft or with a check or cashier's check, as permitted by the Payment Brand Regulations) whenever Merchant determines that a Debit Card transaction should be canceled or reversed.
  - Except as the debit networks may permit, Merchant will not make any cash refunds or payments for returns or adjustments on Debit Card transactions but will instead complete an adjustment form provided or approved by Processor. The Debit Card Sales Draft for which no refund or return will be accepted by Merchant must be clearly and conspicuously marked (including on the Cardholder's copy) as "final sale" or "no return" and must comply with the Payment Brand Regulations.
  - Merchant will refer Debit Card Cardholders with questions or problems to the institution that issued the Debit Card. Merchant will cooperate with Processor and with each applicable debit network and its other members to resolve any alleged errors relating to transactions. Merchant will permit and will pay all expenses of periodic examination and audit of functions related to each debit network, at such frequency as the applicable Debit Network deems appropriate. Audits will meet debit network standards, and the results will be made available to the debit network.
  - Merchant may not process a Credit Card transaction in order to provide a refund on a PIN Debit Card transaction. All debit transactions must be authorized and processed electronically. If Authorization is not available at the time of sale, Merchant must request another form of payment from its customer. Merchant may process the transaction as a Store and Forward or Resubmission, in which case Merchant assumes the risk that the transaction fails to authorize or otherwise declines.
  - A PIN Debit Card transaction may not be completed without the PIN being entered into the PIN pad only by the Cardholder. Merchant may not accept the PIN from the Cardholder verbally or in written form.
  - Cardholders must be issued a receipt upon successful completion of a Debit Card Transaction. Any applicable tax must be included in the total Debit Card Transaction amount for which authorization is requested. Tax may not be separately collected in cash.
  - Merchant is responsible for all applicable adjustment fees that may be charged by a Debit Card network. An adjustment is a transaction that is initiated to correct a PIN Debit Card transaction that has been processed in error.
  - Merchant may not engage in Electronic Benefit Transfers. An Electronic Benefit Transaction is one in which cash is given to a customer without the purchase of goods or services. Merchant further agrees that it shall not offer cash back to customers when such customers make a PIN Debit Card purchase.
  - Merchant is responsible for securing terminals and for instituting appropriate controls to prevent employees or others from submitting refunds and voids that do not reflect bona fide returns or reimbursements of prior transactions.
20. **MISCELLANEOUS PROVISIONS.**
- Merchant shall not subcontract, assign or transfer any interest, obligation or right under this Agreement without the prior written consent of Member Bank and Processor. Any dissolution, merger, consolidation, reorganization or transfer of substantially all assets or a controlling percentage of the corporate stock of Merchant shall constitute an assignment of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns. Processor and Member Bank may transfer their respective rights and responsibilities hereunder to another institution authorized by the Payment Brand Regulations to hold such rights without Merchant's consent.
  - This Agreement may be modified by Member Bank to comply with any amendments or additions to the Payment Brand Regulations upon 30 days prior written notice to the Merchant.
  - No party shall, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of their rights under this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.
  - In order to maintain quality service, Member Bank or Processor may monitor or record telephone communications with Merchant.
  - No party shall be liable for any loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, acts of God or other catastrophes.
  - Each party and each person signing on behalf of a party represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval. Nothing in this Agreement shall be deemed to create a partnership, joint venture or any agency relationship between the parties.
  - This Agreement and the documents referenced herein constitute the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations are terminated and canceled in their entirety.
  - If there is any conflict between a part of this Agreement and any present or future Payment Brand Regulation or applicable federal, state or local law or regulation, only the part of this Agreement that is affected shall be modified and that modification shall be limited to the minimum necessary to bring this Agreement within the requirements of the Payment Brand Regulation, law or regulation.
  - All notices, including invoices, given in connection with this Agreement, shall be in writing and shall be effective upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth on the attached Disclosure Page.
  - Merchant shall be liable for all taxes, except Member Bank and Processor's income taxes, required to be paid or collected as a result of this Agreement.
  - All obligations, warranties and liabilities of Merchant incurred or existing as of the date of termination of this Agreement, including without limitation, Merchant's obligations with respect to subsequent Adjustments or Chargebacks based upon Card Transactions incurred prior to termination, shall survive termination and shall continue in full force and effect as if the termination had not occurred. The right to revoke credit as well as hold, retain or set off against amounts due to Merchant, or to debit any Account(s) of Merchant, shall survive the termination of this Agreement and shall continue in full force and effect as if termination had not occurred.
  - No other person or entity may be deemed a third party beneficiary of this Agreement.

**Disclosure Page**  
(Processor Copy)

## **Disclosure Page**

*(Processor Copy)*

### **Member Bank Information**

Name: Merrick Bank, a Utah state chartered bank  
Address: 135 Crossways Park Drive North, Suite A,  
Woodbury, NY 11797  
Phone: (800)267-2256

### **Important Member Bank Responsibilities**

1. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
2. Member Bank must be a principal (signer) to the Merchant Processing Agreement.
3. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
4. Member Bank is responsible for and must provide settlement funds to the Merchant.
5. Member Bank is responsible for all funds held in reserve that are derived from settlement.

### **Merchant Information**

Merchant Name: City of Margate  
Merchant Address: 5790 Margate Boulevard  
Margate, FL 33063  
Merchant Phone: (954)972-6454

### **Important Merchant Responsibilities**

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

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

**See Page 4 of this Merchant Processing Agreement Application and Fee Schedule  
For Signatures**



## **Disclosure Page**

*(Merchant Copy)*

### **Member Bank Information**

Name: Merrick Bank, a Utah state chartered bank  
Address: 135 Crossways Park Drive North, Suite A,  
Woodbury, NY 11797  
Phone: (800)267-2256

### **Important Member Bank Responsibilities**

6. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
7. Member Bank must be a principal (signer) to the Merchant Processing Agreement.
8. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
9. Member Bank is responsible for and must provide settlement funds to the Merchant.
10. Member Bank is responsible for all funds held in reserve that are derived from settlement.

### **Merchant Information**

Merchant Name: City of Margate  
Merchant Address: 5790 Margate Boulevard  
Margate, FL 33063  
Merchant Phone: (954)972-6454

### **Important Merchant Responsibilities**

5. Ensure compliance with cardholder data security and storage requirements.
6. Maintain fraud and chargebacks below thresholds.
7. Review and understand the terms of the Merchant Processing Agreement.
8. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

**See Page 4 of this Merchant Processing Agreement Application and Fee Schedule  
For Signatures**

## Request for Taxpayer Identification Number and Certification

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

**Name (as shown on your income tax return)**  
**City of Margate**

**Business name/disregarded entity name, if different from above**

Check appropriate box for federal tax classification:  
☐ Individual/sole proprietor    ☐ C Corporation    ☐ S Corporation    ☐ Partnership    ☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
☒ Other (see instructions) ▶ \_\_\_\_\_

**Exemptions (see instructions):**  
Exempt payee code (if any) **3**  
Exemption from FATCA reporting code (if any) **C**

**Municipality**

**Address (number, street, and apt. or suite no.)**  
**5790 Margate Blvd**  
**City, state, and ZIP code**  
**Margate, FL 33063**

**Requester's name and address (optional)**

**List account number(s) here (optional)**

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number								
			-					

Employer identification number								
5	9	-	6	0	1	5	9	6 7

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    **Signature of U.S. person ▶** *Theresa B...*    **Date ▶** *7/31/14*

### General Instructions

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

# AMS - MERRICK LOCATION ADDENDUM

## PRIMARY MERCHANT INFORMATION:

Location No: 1

Date: 12/18/17

Legal Name:	City of Margate	Bank Chain:	100511
Main Contact:	Sonja Fuller	Title:	Accountant
		Merchant Number:	317730283540 <small>(Assigned Upon Approval)</small>

## LOCATION INFORMATION:

DBA: Margate Building Permits		Statement DBA (23 Chr. Max): Margate Building Permit	
Main Contact: Diane DePaola		Email: ddepaola@margatefl.com	
Title: Office Manager Building Department	Phone #: (954) 970-3004	Fax #: (954) 970-3412	
Location Address: 901 N.W. 66th Avenue	City: Margate	ST: FL	Zip: 33063
Mailing Address: 901 N.W. 66th Avenue	City: Margate	ST: FL	Zip: 33063
Customer Service Phone Number:	SIC: 9399	Sales Rep: Daniel L. Sloan 0000	
Avg Ticket: \$350.00	Max: _____	Monthly Vol: \$300,000.00	Swipe % 100 Keyed % 0 MOTO % 0 Internet % 0
Merchant Products or Services Offered (be specific): _____			
Terminal / Payment Application: USAePay		Version: _____	
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)? YES (if yes, provide the following)			
Servicer / Payment App. Manufacturer: _____ / USAePay		Phone: _____	
American Express (10 Digits): _____		<input type="checkbox"/> Apply for American Express	

## SITE INFORMATION:

Merchant Type: Retail			
Building Type: Office Building	Area Zoned: Commercial	Square Footage: 2501 - 5000	Merchant: _____
Landlord: _____	Contact: _____	Phone: _____	
Fulfillment Co. _____	Contact: _____	Phone: _____	
This Location is Open for Business: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Inspected By: _____	Date: _____

## MOTO - ECOMMERCE QUESTIONNAIRE

Complete If Processing Less Than 70 % Card Present

Sell To: Business: 35 % Public: 65 % Marketing: _____ Orders Processed by: _____ Cards Processed by: _____ When is the cardholder Charged? _____ How many days to fulfill orders? _____ Shipped by: _____ Products Shipped by: _____ Delivery Receipt Requested? _____	Does the Merchant Own Product/Inventory? _____ Are Products Stored at the Business Location? _____ If No, Where? _____ If Processing Internet Transactions (Please Complete The Following) Internet transactions encrypted by SSL or Better? _____ Digital Certificate Utilized? _____ Exp Date: _____ Certificate Number: _____ Certificate Issuer: _____ URL: _____
--	---

## DDA BANK ACCOUNT INFORMATION:

This area should be completed for Added/Subsequent locations with DDA other than main location. Please Include a Voided Check. If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.

Account Type:	Deposit Routing/Transit #	Deposit Account Number	Bank Name:
C K	1 2 1 0 0 0 2 4 8	2 1 5 2 4 0 0 0 1 9 8 2	Wells Fargo Bank NA
Account Type:	Chargeback Routing/Transit #	Chargeback Account Number	Contact:
C K	1 2 1 0 0 0 2 4 8	2 1 5 2 4 0 0 0 1 9 8 2	Karmen Stewart
			Phone: (305) 789-4691

Merchant hereby authorizes Merrick and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement).

**NOTE: Attach Voided Check**

**See Page 4 of this Merchant Processing Agreement Application and Fee Schedule  
For Signatures**

# AMS - MERRICK LOCATION ADDENDUM

<b>PRIMARY MERCHANT INFORMATION:</b>		Location No: 2	Date: 12/18/14
Legal Name:	City of Margate		Bank Chain: 100511
Main Contact:	Sonja Fuller	Title: Accountant	Merchant Number: 317730284617 <small>(Assigned Upon Approval)</small>

<b>LOCATION INFORMATION:</b>	
DBA: Margate Building Permits Web	Statement DBA (23 Chr. Max): Margate Building Permit
Main Contact: Diane DePaola	Email: ddepaola@margatefl.com
Title: Office Manager Building Department	Phone #: (954) 970-3004 Fax #: (954) 970-3412
Location Address: 901 N.W. 66th Avenue	City: Margate ST: FL Zip: 33063
Mailing Address: 901 N.W. 66th Avenue	City: Margate ST: FL Zip: 33063
Customer Service Phone Number:	SIC: 9399 Sales Rep: Daniel L. Sloan 0000
Avg Ticket: \$350.00 Max: Monthly Vol: \$300,000.00	Swipe % 0 Keyed % 0 MOTO % 0 Internet % 100
Merchant Products or Services Offered (be specific):	
Terminal / Payment Application: Sungard Click2Gov	Version: 8.0.2
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)? (if yes, provide the following)	
Servicer / Payment App. Manufacturer: / Sungard Public Sector	Phone:
American Express (10 Digits):	<input type="checkbox"/> Apply for American Express

<b>SITE INFORMATION:</b>	
Merchant Type: Internet Website	
Building Type: Office Building	Area Zoned: Commercial Square Footage: 2501 - 5000 Merchant:
Landlord:	Contact: Phone:
Fulfillment Co.:	Contact: Phone:
This Location is Open for Business: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Inspected By: Date:

<b>MOTO - ECOMMERCE QUESTIONNAIRE</b>		Complete if Processing Less Than 70 % Card Present
Sell To: Business: 65 % Public: 35 %	Does the Merchant Own Product/Inventory? YES	
Marketing:	Are Products Stored at the Business Location? YES	
	If No, Where?	
Orders Processed by: Merchant	If Processing Internet Transactions (Please Complete The Following)	
Cards Processed by: Merchant	Internet transactions encrypted by SSL or Better? YES	
When is the cardholder Charged? Time of Order	Digital Certificate Utilized? YES Exp Date: 3/27/2017	
How many days to fulfill orders? 1 - 7 Days	Certificate Number: 20 7a 88 fe 8c 95 2c f8 9a 8c 71 2d b8 43 7c f1e	
Shipped by: Merchant	Certificate Issuer: verisign Individual	
Products Shipped by:	URL: https://eservices.margatefl.com/Click2GovBP/	
Delivery Receipt Requested? NO		

<b>DDA BANK ACCOUNT INFORMATION:</b>			
This area should be completed for Added/Subsequent locations with DDA other than main location. Please Include a Voided Check. If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.			
Account Type: C K	Deposit Routing/Transit # 1 2 1 0 0 0 2 4 8	Deposit Account Number 2 1 5 2 4 0 0 0 1 9 8 2	Bank Name: Wells Fargo Bank NA
Account Type: C K	Chargeback Routing/Transit # 1 2 1 0 0 0 2 4 8	Chargeback Account Number 2 1 5 2 4 0 0 0 1 9 8 2	Contact: Karmen Stewart Phone: (305) 789-4691
Merchant hereby authorizes Merrick and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement). <b>NOTE: Attach Voided Check</b>			

See Page 4 of this Merchant Processing Agreement Application and Fee Schedule  
For Signatures



# AMS - MERRICK LOCATION ADDENDUM

<b>PRIMARY MERCHANT INFORMATION:</b>		Location No: 3	Date: 12/18/14
Legal Name:	City of Margate		Bank Chain: 100511
Main Contact:	Sonja Fuller	Title: Accountant	Merchant Number: 317730280941 <small>(Assigned Upon Approval)</small>

<b>LOCATION INFORMATION:</b>	
DBA: Margate City Clerk	Statement DBA (23 Chr. Max): MARGATE CITY CLERK
Main Contact: Carleen Steadman	Email: magistrateclerk@margatefl.com
Title: Clerk to the Special Magistrate	Phone #: (954)935-5328 Fax #: (954)935-5211
Location Address: 5790 Margate Boulevard	City: Margate ST: FL Zip: 33063
Mailing Address: 5790 Margate Boulevard	City: Margate ST: FL Zip: 33063
Customer Service Phone Number: (954)972-6454	SIC: 9399 Sales Rep: Daniel L. Sloan 0000
Avg Ticket: \$100.00 Max: Monthly Vol: \$500.00	Swipe % 100 Keyed % MOTO % Internet %
Merchant Products or Services Offered (be specific): municipal services	
Terminal / Payment Application: USAePay	Version:
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)? (if yes, provide the following)	
Servicer / Payment App. Manufacturer: /	Phone:
American Express (10 Digits):	<input type="checkbox"/> Apply for American Express

<b>SITE INFORMATION:</b>	
Merchant Type: Retail	
Building Type:	Area Zoned: Square Footage: Merchant:
Landlord:	Contact: Phone:
Fulfillment Co.:	Contact: Phone:
This Location is Open for Business: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Inspected By: Date:

<b>MOTO - ECOMMERCE QUESTIONNAIRE</b>		Complete if Processing Less Than 70 % Card Present
Sell To: Business: % Public: %	Does the Merchant Own Product/Inventory?	
Marketing:	Are Products Stored at the Business Location?	
	If No, Where?	
Orders Processed by:	If Processing Internet Transactions (Please Complete The Following)	
Cards Processed by:	Internet transactions encrypted by SSL or Better?	
When is the cardholder Charged?	Digital Certificate Utilized?	Exp Date:
How many days to fulfill orders?	Certificate Number:	
Shipped by:	Certificate Issuer:	
Products Shipped by:	URL:	
Delivery Receipt Requested?		

<b>DDA BANK ACCOUNT INFORMATION:</b>			
This area should be completed for Added/Subsequent locations with DDA other than main location. Please include a Voided Check. If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.			
Account Type:	Deposit Routing/Transit #	Deposit Account Number	Bank Name:
C K	1 2 1 0 0 0 2 4 8	2 1 5 2 4 0 0 0 1 9 8 2	Wells Fargo Bank NA
Account Type:	Chargeback Routing/Transit #	Chargeback Account Number	Contact:
C K	1 2 1 0 0 0 2 4 8	2 1 5 2 4 0 0 0 1 9 8 2	Karmen Stewart
			Phone: (305)789-4691
Merchant hereby authorizes Merrick and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement).			
NOTE: Attach Voided Check			

See Page 4 of this Merchant Processing Agreement Application and Fee Schedule  
For Signatures

# AMS - MERRICK LOCATION ADDENDUM

## PRIMARY MERCHANT INFORMATION:

Location No: 4

Date: 12/18/14

Legal Name: City of Margate Bank Chain: 100511  
Main Contact: Sonja Fuller Title: Accountant Merchant Number: 317730284688  
(Assigned Upon Approval)

## LOCATION INFORMATION:

DBA: Margate Economic Development Statement DBA (23 Chr. Max): Margate Economic Dev  
Main Contact: Benjamin Ziskal Email: bziskal@margatefl.com  
Title: Director of Economic Development Phone #: (954) 935-5307 Fax #: (954) 935-5304  
Location Address: 5790 Margate Blvd City: Margate ST: FL Zip: 33063  
Mailing Address: 5790 Margate Blvd City: Margate ST: FL Zip: 33063  
Customer Service Phone Number: (954) 935-5307 SIC: 9399 Sales Rep: Daniel L. Sloan 0000  
Avg Ticket: \$125.00 Max: Monthly Vol: \$18,750.00 Swipe % 0 Keyed % 0 MOTO % 0 Internet % 100  
Merchant Products or Services Offered (be specific):  
Terminal / Payment Application: Sungard Click2Gov Version: 8.0.2  
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)? NO (if yes, provide the following)  
Servicer / Payment App. Manufacturer: / Sungard Public Sector Phone:  
American Express (10 Digits): ☐ Apply for American Express

## SITE INFORMATION:

Merchant Type: Internet Website  
Building Type: Other Area Zoned: Commercial Square Footage: 5001 - 10000 Merchant:  
Landlord: Contact: Phone:  
Fulfillment Co. Contact: Phone:  
This Location is Open for Business: ☒ Yes ☐ No Inspected By: Date:

## MOTO - ECOMMERCE QUESTIONNAIRE

Complete if Processing Less Than 70 % Card Present

Sell To: Business: 100 % Public: 0 %  
Marketing:  
Orders Processed by: Merchant  
Cards Processed by: Merchant  
When is the cardholder Charged? Time of Order  
How many days to fulfill orders? 1 - 7 Days  
Shipped by: Merchant  
Products Shipped by:  
Delivery Receipt Requested?  
Does the Merchant Own Product/Inventory? YES  
Are Products Stored at the Business Location? YES  
If No, Where?  
If Processing Internet Transactions (Please Complete The Following)  
Internet transactions encrypted by SSL or Better? YES  
Digital Certificate Utilized? YES Exp Date: 3/27/2017  
Certificate Number: 20 7a 88 fe 8c 95 2c f8 9a 8c 71 2d b8 43 7c f1  
Certificate Issuer: Verisign Individual  
URL: https://eservices.margatefl.com/Click2GovOL/index.jsp

## DDA BANK ACCOUNT INFORMATION:

This area should be completed for Added/Subsequent locations with DDA other than main location. Please include a Voided Check.  
If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.

Account Type:	Deposit Routing/Transit #	Deposit Account Number	Bank Name:
C K	1 2 1 0 0 0 2 4 8	2 1 5 2 4 0 0 0 0 1 9 8 2	Wells Fargo Bank NA
Account Type:	Chargeback Routing/Transit #	Chargeback Account Number	Contact:
C K	1 2 1 0 0 0 2 4 8	2 1 5 2 4 0 0 0 0 1 9 8 2	Karmen Stewart
			Phone:
			(305) 789-4691

Merchant hereby authorizes Merrick and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement).  
**NOTE: Attach Voided Check**

See Page 4 of this Merchant Processing Agreement Application and Fee Schedule  
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# AMS - MERRICK LOCATION ADDENDUM

## PRIMARY MERCHANT INFORMATION:

Location No: 5

Date: 12/18/14

Legal Name: City of Margate Bank Chain: 100511  
Main Contact: Sonja Fuller Title: Accountant Merchant Number: 317730242594  
(Assigned Upon Approval)

## LOCATION INFORMATION:

DBA: Margate Finance Department Statement DBA (23 Chr. Max): MARGATE FINANCE DEPT  
Main Contact: Mary Beazley Email: mbeazley@margatefl.com  
Title: Director of Finance Phone #: (954)972-6454 Fax #: (954)935-5258  
Location Address: 5790 Margate Boulevard City: Margate ST: FL Zip: 33063  
Mailing Address: 5790 Margate Boulevard City: Margate ST: FL Zip: 33063  
Customer Service Phone Number: (954)972-6454 SIC: 9399 Sales Rep: Daniel L. Sloan 0000  
Avg Ticket: \$50.00 Max: Monthly Vol: \$20.00 Swipe % 100 Keyed % MOTO % Internet %  
Merchant Products or Services Offered (be specific): City Utility Payments  
Terminal / Payment Application: USAePay Version:  
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)? (if yes, provide the following)  
Servicer / Payment App. Manufacturer: / Phone:  
American Express (10 Digits): ☐ Apply for American Express

## SITE INFORMATION:

Merchant Type: Retail  
Building Type: Area Zoned: Square Footage: Merchant:  
Landlord: Contact: Phone:  
Fulfillment Co. Contact: Phone:  
This Location is Open for Business: ☒ Yes ☐ No Inspected By: Date:

## MOTO - ECOMMERCE QUESTIONNAIRE

Complete If Processing Less Than 70 % Card Present

Sell To: Business: % Public: %  
Marketing:  
Orders Processed by:  
Cards Processed by:  
When is the cardholder Charged?  
How many days to fulfill orders?  
Shipped by:  
Products Shipped by:  
Delivery Receipt Requested?  
Does the Merchant Own Product/Inventory?  
Are Products Stored at the Business Location?  
If No, Where?  
If Processing Internet Transactions (Please Complete The Following)  
Internet transactions encrypted by SSL or Better?  
Digital Certificate Utilized? Exp Date:  
Certificate Number:  
Certificate Issuer:  
URL:

## DDA BANK ACCOUNT INFORMATION:

This area should be completed for Added/Subsequent locations with DDA other than main location. Please Include a Voided Check.  
If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.

Account Type:	Deposit Routing/Transit #	Deposit Account Number	Bank Name:
C K	1 2 1 0 0 0 2 4 8	2 1 5 2 4 0 0 0 0 1 9 8 2	Wells Fargo Bank NA
Account Type:	Chargeback Routing/Transit #	Chargeback Account Number	Contact:
C K	1 2 1 0 0 0 2 4 8	2 1 5 2 4 0 0 0 0 1 9 8 2	Karmen Stewart
			Phone:
			(305)789-4691

Merchant hereby authorizes Merrick and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement).

NOTE: Attach Voided Check

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# AMS - MERRICK LOCATION ADDENDUM

## PRIMARY MERCHANT INFORMATION:

Location No: 6

Date: 12/18/14

Legal Name: City of Margate Bank Chain: 100511  
Main Contact: Sonja Fuller Title: Accountant Merchant Number: 317730243852  
(Assigned Upon Approval)

## LOCATION INFORMATION:

DBA: Margate P & R Aquatics Statement DBA (23 Chr. Max): MARGATE P & R AQUATICS  
Main Contact: Michael Jones Email: majones@margatefl.com  
Title: Director of Parks & Rec Phone #: (954)972-6458 Fax #: (954)935-5397  
Location Address: 6200 Royal Palm Blvd City: Margate ST: FL Zip: 33063  
Mailing Address: 6199 N.W. 10<sup>th</sup> St City: Margate ST: FL Zip: 33063  
Customer Service Phone Number: (954)972-6454 SIC: 9399 Sales Rep: Daniel L. Sloan 0000  
Avg Ticket: \$100.00 Max:        Monthly Vol: \$10,000.00 Swipe % 100 Keyed %        MOTO %        Internet %         
Merchant Products or Services Offered (be specific): Parks & Recreation  
Terminal / Payment Application: USAPay Version:         
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)?        (if yes, provide the following)  
Servicer / Payment App. Manufacturer:        /        Phone:         
American Express (10 Digits):        ☐ Apply for American Express

## SITE INFORMATION:

Merchant Type: Retail  
Building Type:        Area Zoned:        Square Footage:        Merchant:         
Landlord:        Contact:        Phone:         
Fulfillment Co.        Contact:        Phone:         
This Location is Open for Business: ☒ Yes ☐ No Inspected By:        Date:       

## MOTO - ECOMMERCE QUESTIONNAIRE

Complete if Processing Less Than 70 % Card Present

Sell To: Business:        % Public:        %  
Marketing:         
Orders Processed by:         
Cards Processed by:         
When is the cardholder Charged?         
How many days to fulfill orders?         
Shipped by:         
Products Shipped by:         
Delivery Receipt Requested?         
Does the Merchant Own Product/Inventory?         
Are Products Stored at the Business Location?         
If No, Where?         
If Processing Internet Transactions (Please Complete The Following)  
Internet transactions encrypted by SSL or Better?         
Digital Certificate Utilized?        Exp Date:         
Certificate Number:         
Certificate Issuer:         
URL:       

## DDA BANK ACCOUNT INFORMATION:

This area should be completed for Added/Subsequent locations with DDA other than main location. Please Include a Voided Check.  
If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.

Account Type:	Deposit Routing/Transit #	Deposit Account Number	Bank Name:
C K	121000248	2152400001982	Wells Fargo Bank NA
Account Type:	Chargeback Routing/Transit #	Chargeback Account Number	Contact:
C K	121000248	2152400001982	Karmen Stewart
			Phone: (305)789-4691

Merchant hereby authorizes Merrick and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement).  
**NOTE: Attach Voided Check**

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For Signatures

# AMS - MERRICK LOCATION ADDENDUM

<b>PRIMARY MERCHANT INFORMATION:</b>		Location No: 7	Date: 12/18/14
Legal Name:	City of Margate		Bank Chain: 100511
Main Contact:	Sonja Fuller	Title: Accountant	Merchant Number: 317730243849 <small>(Assigned Upon Approval)</small>

<b>LOCATION INFORMATION:</b>	
DBA: Margate P & R Admin	Statement DBA (23 Chr. Max): MARGATE P & R ADMIN
Main Contact: Michael Jones	Email: majones@margatefl.com
Title: Director of Parks & Rec	Phone #: (954)972-6458 Fax #: (954)972-5397
Location Address: 6199 N.W. 10 <sup>th</sup> St	City: Margate ST: FL Zip: 33063
Mailing Address: 6199 N.W. 10 <sup>th</sup> St	City: Margate ST: FL Zip: 33063
Customer Service Phone Number: (954)972-6454	SIC: 9399 Sales Rep: Daniel L. Sloan 0000
Avg Ticket: \$190.00 Max: Monthly Vol: \$500.00	Swipe % 100 Keyed % MOTO % Internet %
Merchant Products or Services Offered (be specific): Parks & Recreation	
Terminal / Payment Application: USAePay	Version:
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)? (if yes, provide the following)	
Servicer / Payment App. Manufacturer:	Phone:
American Express (10 Digits): <input type="checkbox"/> Apply for American Express	

<b>SITE INFORMATION:</b>	
Merchant Type: Retail	
Building Type:	Area Zoned: Square Footage: Merchant:
Landlord:	Contact: Phone:
Fulfillment Co.:	Contact: Phone:
This Location is Open for Business: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Inspected By: Date:

<b>MOTO - ECOMMERCE QUESTIONNAIRE</b>		Complete If Processing Less Than 70 % Card Present
Sell To: Business: % Public: %	Does the Merchant Own Product/Inventory?	
Marketing:	Are Products Stored at the Business Location?	
	If No, Where?	
Orders Processed by:	If Processing Internet Transactions (Please Complete The Following)	
Cards Processed by:	Internet transactions encrypted by SSL or Better?	
When is the cardholder Charged?	Digital Certificate Utilized?	Exp Date:
How many days to fulfill orders?	Certificate Number:	
Shipped by:	Certificate Issuer:	
Products Shipped by:	URL:	
Delivery Receipt Requested?		

<b>DDA BANK ACCOUNT INFORMATION:</b>			
This area should be completed for Added/Subsequent locations with DDA other than main location. Please Include a Voided Check. If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.			
Account Type:	Deposit Routing/Transit #	Deposit Account Number	Bank Name:
C K	1 2 1 0 0 0 2 4 8	2 1 5 2 4 0 0 0 0 1 9 8 2	Wells Fargo Bank NA
Account Type:	Chargeback Routing/Transit #	Chargeback Account Number	Contact: Phone:
C K	1 2 1 0 0 0 2 4 8	2 1 5 2 4 0 0 0 0 1 9 8 2	Karmen Stewart (305)789-4691

Merchant hereby authorizes Merrick and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement).

**NOTE: Attach Voided Check**

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For Signatures

# AMS - MERRICK LOCATION ADDENDUM

<b>PRIMARY MERCHANT INFORMATION:</b>		Location No: 8	Date: 12/18/14
Legal Name: City of Margate	Bank Chain: 100511		
Main Contact: Sonja Fuller	Title: Accountant	Merchant Number: 317730280938	(Assigned Upon Approval)

<b>LOCATION INFORMATION:</b>	
DBA: Margate Police Department	Statement DBA (23 Chr. Max): MARGATE POLICE DEPARTME
Main Contact: Robin Shelby	Email: pdrecords@margatefl.com
Title: Office Specialist I	Phone #: (954)935-5470 Fax #: (954)935-5437
Location Address: 5790 Margate Blvd.	City: Margate ST: FL Zip: 33063
Mailing Address: 5790 Margate Blvd.	City: Margate ST: FL Zip: 33063
Customer Service Phone Number: (954)935-5396	SIC: 9399 Sales Rep: Daniel L. Sloan 0000
Avg Ticket: \$80.00 Max: Monthly Vol: \$2,900.00	Swipe % 90 Keyed % MOTO % 10 Internet %
Merchant Products or Services Offered (be specific): Fines/Tickets/Copies/Records	
Terminal / Payment Application: USAePay	Version:
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)? (if yes, provide the following)	
Servicer / Payment App. Manufacturer: /	Phone:
American Express (10 Digits):	<input type="checkbox"/> Apply for American Express

<b>SITE INFORMATION:</b>	
Merchant Type: Retail	
Building Type:	Area Zoned: Square Footage: Merchant:
Landlord:	Contact: Phone:
Fulfillment Co.:	Contact: Phone:
This Location is Open for Business: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Inspected By: Date:

<b>MOTO - ECOMMERCE QUESTIONNAIRE</b>		Complete if Processing Less Than 70 % Card Present
Sell To: Business: % Public: %	Does the Merchant Own Product/Inventory?	
Marketing:	Are Products Stored at the Business Location?	
	If No, Where?	
Orders Processed by:	If Processing Internet Transactions (Please Complete The Following)	
Cards Processed by:	Internet transactions encrypted by SSL or Better?	
When is the cardholder Charged?	Digital Certificate Utilized?	Exp Date:
How many days to fulfill orders?	Certificate Number:	
Shipped by:	Certificate Issuer:	
Products Shipped by:	URL:	
Delivery Receipt Requested?		

<b>DDA BANK ACCOUNT INFORMATION:</b>			
This area should be completed for Added/Subsequent locations with DDA other than main location. Please Include a Voided Check. If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.			
Account Type: C K	Deposit Routing/Transit # 1 2 1 0 0 0 2 4 8	Deposit Account Number 2 1 5 2 4 0 0 0 0 1 9 8 2	Bank Name: Wells Fargo Bank NA
Account Type: C K	Chargeback Routing/Transit # 1 2 1 0 0 0 2 4 8	Chargeback Account Number 2 1 5 2 4 0 0 0 0 1 9 8 2	Contact: Karmen Stewart Phone: (305)789-4691

Merchant hereby authorizes Merrick and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement).

**NOTE: Attach Voided Check**

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For Signatures



# AMS - MERRICK LOCATION ADDENDUM

<b>PRIMARY MERCHANT INFORMATION:</b>		Location No: 9	Date: 12/18/14
Legal Name:	City of Margate		Bank Chain: 100511
Main Contact:	Sonja Fuller	Title: Accountant	Merchant Number: 317730284112 <small>(Assigned Upon Approval)</small>

<b>LOCATION INFORMATION:</b>	
DBA: Margate Rec. Foundation, Inc.	Statement DBA (23 Chr. Max): Margate Rec. Foundation
Main Contact: Michael Jones	Email: majones@margatefl.com
Title: Executive Director	Phone #: (954) 972-6458 Fax #: (954) 972-5397
Location Address: 6199 N.W. 10 <sup>th</sup> St	City: Margate ST: FL Zip: 33063
Mailing Address: 6199 N.W. 10 <sup>th</sup> St	City: Margate ST: FL Zip: 33063
Customer Service Phone Number: (954) 972-6454	SIC: 9399 Sales Rep: Daniel L. Sloan 0000
Avg Ticket: \$100.00 Max: Monthly Vol: \$500.00	Swipe % 0 Keyed % 0 MOTO % 0 Internet % 100
Merchant Products or Services Offered (be specific): Donations Only	
Terminal / Payment Application: USAePay	Version:
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)? YES (if yes, provide the following)	
Servicer / Payment App. Manufacturer: / USAePay	Phone:
American Express (10 Digits):	<input type="checkbox"/> Apply for American Express

<b>SITE INFORMATION:</b>	
Merchant Type: Internet Website	
Building Type: Website	Area Zoned: Commercial Square Footage: 0 - 500 Merchant:
Landlord:	Contact: Phone:
Fulfillment Co.:	Contact: Phone:
This Location is Open for Business: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Inspected By: Date:

<b>MOTO - ECOMMERCE QUESTIONNAIRE</b>		Complete if Processing Less Than 70 % Card Present
Sell To: Business: 100 % Public: % Nationally	Does the Merchant Own Product/Inventory?	YES
Marketing:	Are Products Stored at the Business Location?	YES
	If No, Where?	
Orders Processed by: Merchant	If Processing Internet Transactions (Please Complete The Following)	
Cards Processed by: Merchant	Internet transactions encrypted by SSL or Better?	YES
When is the cardholder Charged? Time of Order	Digital Certificate Utilized? YES	Exp Date:
How many days to fulfill orders? 1 - 7 Days	Certificate Number:	
Shipped by: Merchant	Certificate Issuer:	Shared
Products Shipped by: Services Only (No Shipping)	URL: http://www.margatefl.com/recfoundation/index.html	
Delivery Receipt Requested? NO		

<b>DDA BANK ACCOUNT INFORMATION:</b>			
This area should be completed for Added/Subsequent locations with DDA other than main location. Please include a Voided Check. If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.			
Account Type:	Deposit Routing/Transit #	Deposit Account Number	Bank Name:
C K	1 2 1 0 0 0 2 4 8	2 1 5 2 4 0 0 0 0 1 9 8 2	Wells Fargo Bank, N.A.
Account Type:	Chargeback Routing/Transit #	Chargeback Account Number	Contact: Phone:
C K	1 2 1 0 0 0 2 4 8	2 1 5 2 4 0 0 0 0 1 9 8 2	Karmen Stewart (305) 789-4691

Merchant hereby authorizes Merrick and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement).

**NOTE: Attach Voided Check**

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For Signatures

# AMS - MERRICK LOCATION ADDENDUM

## PRIMARY MERCHANT INFORMATION:

Location No: 1 0

Date: 12/18/14

Legal Name: City of Margate Bank Chain: 100511  
Main Contact: Sonja Fuller Title: Accountant Merchant Number: 317730242303  
(Assigned Upon Approval)

## LOCATION INFORMATION:

DBA: Margate Utilities (Retail) Statement DBA (23 Chr. Max): MARGATE UTILITIES  
Main Contact: Mary Beazley Email: mbeazley@margatefl.com  
Title: Director of Finance Phone #: (954)972-6454 Fax #: (954)935-5258  
Location Address: 5790 Margate Boulevard City: Margate ST: FL Zip: 33063  
Mailing Address: 5790 Margate Boulevard City: Margate ST: FL Zip: 33063  
Customer Service Phone Number: (954)972-6454 SIC: 4900 Sales Rep: Daniel L. Sloan 0000  
Avg Ticket: \$110.00 Max: Monthly Vol: \$14,000.00 Swipe % 100 Keyed % MOTO % Internet %  
Merchant Products or Services Offered (be specific): City Utility Payments  
Terminal / Payment Application: USAePay Version:  
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)? (if yes, provide the following)  
Servicer / Payment App. Manufacturer: / Phone:  
American Express (10 Digits): ☐ Apply for American Express

## SITE INFORMATION:

Merchant Type: Retail  
Building Type: Area Zoned: Square Footage: Merchant:  
Landlord: Contact: Phone:  
Fulfillment Co. Contact: Phone:  
This Location is Open for Business: ☒ Yes ☐ No Inspected By: Date:

## MOTO - ECOMMERCE QUESTIONNAIRE

Complete if Processing Less Than 70 % Card Present

Sell To: Business: % Public: %  
Marketing:  
Orders Processed by:  
Cards Processed by:  
When is the cardholder Charged?  
How many days to fulfill orders?  
Shipped by:  
Products Shipped by:  
Delivery Receipt Requested?  
Does the Merchant Own Product/Inventory?  
Are Products Stored at the Business Location?  
If No, Where?  
If Processing Internet Transactions (Please Complete The Following)  
Internet transactions encrypted by SSL or Better?  
Digital Certificate Utilized? Exp Date:  
Certificate Number:  
Certificate Issuer:  
URL:

## DDA BANK ACCOUNT INFORMATION:

This area should be completed for Added/Subsequent locations with DDA other than main location. Please include a Voided Check.  
If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.

Account Type:	Deposit Routing/Transit #	Deposit Account Number	Bank Name:
C K	121000248	2152400039200	Wells Fargo Bank
Account Type:	Chargeback Routing/Transit #	Chargeback Account Number	Contact:
C K	121000248	2152400039200	Karmen Stewart
			Phone: (305)789-4691

Merchant hereby authorizes Merrick and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement).

NOTE: Attach Voided Check

See Page 4 of this Merchant Processing Agreement Application and Fee Schedule  
For Signatures



# AMS - MERRICK LOCATION ADDENDUM

## PRIMARY MERCHANT INFORMATION:

Location No: 1 1

Date: 12/18/14

Legal Name: City of Margate Bank Chain: 100511  
Main Contact: Sonja Fuller Title: Accountant Merchant Number: 317730242293  
(Assigned Upon Approval)

## LOCATION INFORMATION:

DBA: Margate Utilities (Web) Statement DBA (23 Chr. Max): MARGATE UTILITIES  
Main Contact: Mary Beazley Email: mbeazley@margatefl.com  
Title: Director of Finance Phone #: (954)972-6454 Fax #: (954)935-5258  
Location Address: 5790 Margate Boulevard City: Margate ST: FL Zip: 33063  
Mailing Address: 5790 Margate Boulevard City: Margate ST: FL Zip: 33063  
Customer Service Phone Number: (954)972-6454 SIC: 4900 Sales Rep: Daniel L. Sloan 0000  
Avg Ticket: \$90.00 Max:        Monthly Vol: \$116,000.00 Swipe %        Keyed %        MOTO %        Internet % 100  
Merchant Products or Services Offered (be specific): City Utility Payments  
Terminal / Payment Application: Sungard Click2Gov Version:         
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)?        (if yes, provide the following)  
Servicer / Payment App. Manufacturer: Sungard PS / Phone:         
American Express (10 Digits):        ☐ Apply for American Express

## SITE INFORMATION:

Merchant Type: Internet Website  
Building Type:        Area Zoned:        Square Footage:        Merchant:         
Landlord:        Contact:        Phone:         
Fulfillment Co.        Contact:        Phone:         
This Location is Open for Business: ☒ Yes ☐ No Inspected By:        Date:       

## MOTO - ECOMMERCE QUESTIONNAIRE

Complete if Processing Less Than 70 % Card Present

Sell To: Business: 65 % Public: 35 %  
Marketing:         
Orders Processed by: Merchant  
Cards Processed by: Merchant  
When is the cardholder Charged? Time of Order  
How many days to fulfill orders? 1-7 Days  
Shipped by: Merchant  
Products Shipped by:         
Delivery Receipt Requested? NO  
Does the Merchant Own Product/Inventory? YES  
Are Products Stored at the Business Location? YES  
If No, Where?         
If Processing Internet Transactions (Please Complete The Following)  
Internet transactions encrypted by SSL or Better? YES  
Digital Certificate Utilized? YES Exp Date: 3/27/2017  
Certificate Number: 20 7a 88 fe 8c 95 2c f8 9a 8c 71 2d b8 43 7c f1e9e  
Certificate Issuer: Verisign  
URL: https://eservices.margatefl.com/Click2GovCXP/

## DDA BANK ACCOUNT INFORMATION:

This area should be completed for Added/Subsequent locations with DDA other than main location. Please include a Voided Check. If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.

Account Type:	Deposit Routing/Transit #	Deposit Account Number	Bank Name:
C K	1 2 1 0 0 0 2 4 8	2 1 5 2 4 0 0 0 3 9 2 0 0	Wells Fargo Bank NA
Account Type:	Chargeback Routing/Transit #	Chargeback Account Number	Contact:
C K	1 2 1 0 0 0 2 4 8	2 1 5 2 4 0 0 0 3 9 2 0 0	Karmen Stewart
			Phone:
			(305)789-4691

Merchant hereby authorizes Merrick and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement).

NOTE: Attach Voided Check

See Page 4 of this Merchant Processing Agreement Application and Fee Schedule  
For Signatures

RESOLUTION NO. 12-581

PASSED, ADOPTED AND APPROVED THIS 17<sup>TH</sup> day of DECEMBER 2014.

ATTEST:

  
\_\_\_\_\_  
JOSEPH J. KAVANAGH  
CITY CLERK

  
\_\_\_\_\_  
MAYOR JOANNE SIMONE

RECORD OF VOTE

Peerman	<u>Yes</u>
Talerico	<u>Yes</u>
Bryan	<u>Yes</u>
Ruzzano	<u>Yes</u>
Simone	<u>Yes</u>