



# TIB – The Independent BankersBank

## Application for Merchant Card Processing

<b>For TIB Use Only:</b>		
Merchant #:	_____	
MCC:	Sales Rep #:	Bank #

<b>BUSINESS INFORMATION:</b>					
MERCHANT NAME (DBA or Trade Name)			CORPORATE/LEGAL NAME (if Different)		
LOCATION ADDRESS			CORPORATE ADDRESS (if Different)		
CITY	STATE	ZIP	CITY	STATE	ZIP
CONTACT NAME	CONTACT EMAIL ADDRESS	CONTACT TELEPHONE	FAX NUMBER	FEDERAL TAX ID#	
<b>DOES THIS LOCATION CURRENTLY ACCEPT PAYMENT CARDS?</b> <input type="checkbox"/> No <input type="checkbox"/> Yes (if yes, please provide current processor/bank most recent 3 months of processing statements. If you are a MO/TO or e-commerce merchant, please provide the most recent 6 months of processing statements.) <b>Current processor/bank:</b> _____			<b>HAS MERCHANT OR OWNERS/PRINCIPALS EVER BEEN TERMINATED FROM ACCEPTING PAYMENT CARDS FROM ANY PAYMENT NETWORK FOR THIS BUSINESS OR ANY OTHER BUSINESSES?</b> <input type="checkbox"/> No <input type="checkbox"/> Yes (if yes, please explain) <b>Reason for Termination:</b> _____		
<b>PRINCIPALS:</b>					
<b>Principal #1 Name:</b>					
First: _____ Middle Init: _____ Last: _____ SSN: _____					
% Ownership: _____ Title: _____ Email Address: _____ Date of Birth: _____					
Home Address: _____ City: _____					
State: _____ Zip: _____ Home Phone : _____ DL# / State: _____					
<b>Principal #2 Name:</b>					
First: _____ Middle Init: _____ Last: _____ SSN: _____					
% Ownership: _____ Title: _____ Email Address: _____ Date of Birth: _____					
Home Address: _____ City: _____					
State: _____ Zip: _____ Home Phone : _____ DL# / State: _____					
<b>TYPE OF BUSINESS:</b>			<b>BUSINESS INDUSTRY:</b>		
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC State: _____ <input type="checkbox"/> Non-Profit <input type="checkbox"/> Private <input type="checkbox"/> Publicly Traded <input type="checkbox"/> Government Length of time in business: _____ Years    _____ Months <b>Seasonal Sales:</b> Yes    No If so, circle high volume months : J F M A M J J A S O N D			<input type="checkbox"/> Retail <input type="checkbox"/> Mail/Phone Order <input type="checkbox"/> Internet <input type="checkbox"/> Restaurant <input type="checkbox"/> Fast Food <input type="checkbox"/> Lodging <input type="checkbox"/> Convenience <input type="checkbox"/> Public Sector <input type="checkbox"/> Petroleum <input type="checkbox"/> Utility <input type="checkbox"/> Other: _____ Website: _____		
<b>Method of Acceptance:</b> (Totals to equal 100%) * Merchants processing less than 70% swipe transactions must complete the MO/TO Questionnaire Credit Cards Swiped: _____%    MO/TO: _____% Key Entered: _____%    Internet: _____% (URL: _____)			Annual Payment Card Volume: \$ _____ Monthly Payment Card Volume: \$ _____ Ave Ticket: \$ _____    High Ticket: \$ _____		
<b>Product or Service being offered:</b> _____ Equipment Information: Does the merchant use Software or a Terminal (circle one)? If a Terminal, what type: _____ If Software, what is the <b>Payment Application Name:</b> _____ If Software, what is the version of the Payment Application in use: _____			Merchant Name to appear on consumer statement: <input type="checkbox"/> DBA Name <input type="checkbox"/> Legal Name Other: _____		

**BANK DISCLOSURE**

**Member Bank Information: TIB - The Independent BankersBank, 11701 Luna Road, Farmers Branch, TX 75234 • Phone: 800-327-0053**

**Important Member Bank (Acquirer) Responsibilities:**

1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant.
2. A Visa Member must be a principal (signatory) to the Merchant Agreement.
3. The Visa Member is responsible for and must provide settlement funds to the Merchant.
4. The Visa Member is responsible for all funds held in reserve that are derived from settlement.
5. The Visa Member is responsible for educating Merchants on pertinent Visa operating regulations with which Merchants must comply.

**Merchant Information:** Refer to Merchant Application

**Important Merchant Responsibilities:**

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below established thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Visa's operating regulations.

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

Merchant Name: \_\_\_\_\_ Title: \_\_\_\_\_

Merchant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DOES MERCHANT USE AN INDEPENDENT SERVICER THAT STORES, MAINTAINS OR TRANSMITS CARDHOLDER INFORMATION:**

No  Yes (if yes, please provide :)

NAME: \_\_\_\_\_ PHONE NUMBER : \_\_\_\_\_

**DOES MERCHANT USE A FULFILLMENT HOUSE TO FULFILL PRODUCT:**  No  Yes (if yes, please provide :)

NAME: \_\_\_\_\_ PHONE NUMBER : \_\_\_\_\_

**HAVE MERCHANT OR OWNERS/PRINCIPALS EVER FILED BUSINESS BANKRUPTCY and/or PERSONAL BANKRUPTCY:**

No  Yes (if yes, please provide :)

Explanation: \_\_\_\_\_

**BANK ACCOUNT INFORMATION:** Bank Name: \_\_\_\_\_

Transit # (ABA Routing): \_\_\_\_\_ Account # (DDA) : \_\_\_\_\_

Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

\* By providing the above referenced information, you are authorizing Bank to initiate ACH debit and credit transactions to said account.

**PRIMARY SUPPLIERS**

1) Name/Contact: \_\_\_\_\_ Phone#: \_\_\_\_\_

2) Name/Contact: \_\_\_\_\_ Phone#: \_\_\_\_\_

**DISCOUNT RATES & FEES: SEE SCHEDULE A ATTACHED HERETO AND INCORPORATED HEREIN**

If you currently accept American Express through your franchise agreement please write your existing account number on the line provided. If you do not currently accept American Express, you will automatically be enrolled in our American Express program. If you prefer not to participate, please check the opt-out box to decline.

American Express (10 digits) \_\_\_\_\_  Decline American Express

**EQUIPMENT & FEES: SEE SCHEDULE B ATTACHED HERETO AND INCORPORATED HEREIN**

**SITE INSPECTION:**

Merchant:  Owns  Rents (Landlord: \_\_\_\_\_)

Building Type:  Shopping Center  Office Building  Residence

Area Zoned:  Commercial  Residential

Square Footage:  0-500  501-2500  2501-5000  5001-10000+

**Based upon your review, does Merchant have the appropriate facilities, equipment, inventory, personnel and license or permit to operate their business?**  No  Yes

Comments: \_\_\_\_\_

\* By signing below, inspector is certifying he/she has visited the location and information provided is true & correct

Inspector Name: \_\_\_\_\_ Inspection Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**USA PATRIOT ACT REQUIREMENTS:** Federal law requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account, including business accounts. When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**MO/TO QUESTIONNAIRE: COMPLETE THIS SECTION IF PROCESSING LESS THAN 70% CARD-PRESENT:**

**What percentage of sales are to:** Businesses Consumer \_\_\_\_\_% Individual Consumer \_\_\_\_\_%

**Method of Marketing:**  Newspaper/Magazine  Television/Radio  Internet  Direct Mail, Brochure and/or Catalog  
 Outbound Telemarketing Sales  Other: \_\_\_\_\_

**Percentage of products sold via:** Telephone Orders \_\_\_\_\_% Mail/Fax Orders \_\_\_\_\_% Internet orders \_\_\_\_\_% Other: \_\_\_\_\_%

**Who processes the order?**  Merchant  Fulfillment Center  Other \_\_\_\_\_

**Who enters credit card information into the processing system?**  Merchant  Fulfillment Center  Consumer  Other \_\_\_\_\_

**If credit card payment information taken over the Internet is payment channel encrypted by SSL or better?**  No  Yes

**If Merchant is an e-commerce Merchant, is a Merchant Certificate utilized?**  No  Yes if yes, please provide the following:

Merchant Certificate Number \_\_\_\_\_ Certificate Issuer \_\_\_\_\_ Exp Date \_\_\_\_\_ ;

Is Certificate  Individual  Shared

**Do you own the product/inventory?**  Yes  No ; **Is the product stored at your business location?**  Yes  No

If No, where is it stored? \_\_\_\_\_

**After charge authorization, how long until product ships?** \_\_\_\_\_ days **Who ships the product?**  Merchant  Fulfillment Center

**Product shipped by:**  US Mail  Other \_\_\_\_\_ **Delivery receipt requested?**  Yes  No

**MERCHANT ACCEPTANCE AND AGREEMENT:**

**PLEASE CAREFULLY REVIEW THE TERMS AND CONDITIONS OF VERSION 11/15 OF THE MERCHANT CARD PROCESSING AGREEMENT (THE "MPA") PROVIDED TO MERCHANT AND AVAILABLE AT <http://tibmerchant.com/products/merchant.php>, WHICH ARE HEREBY INCORPORATED BY REFERENCE.**

Agreement Signature: As the person signing below on behalf of the business designated on the above application as the Merchant, I certify that I am an owner, partner or officer of the Merchant and have been duly authorized to sign this application and to bind the Merchant to the MPA terms and conditions. Merchant and each guarantor signing below hereby acknowledge that they have each received and read the MPA and agree to be bound by the terms and conditions contained in that document. Merchant certifies that all information provided in this application is true, correct and complete. Merchant (and Guarantor when applicable) authorizes the Bank or its agents to make whatever inquiries the Bank deems appropriate to investigate and verify any of the credit, financial and other information given by Merchant for the purpose of this application, including credit references and to obtain credit reports on each person signing below. Credit or other information on Merchant, owners, officers and any guarantors of the Merchant may be requested for purposes of this application and during the merchant processing relationship pursuant to the MPA terms and conditions.

If you are eligible and choose to participate in Bank's American Express® program, Bank will settle your American Express transactions and (a) Merchant will receive one consolidated statement from Bank that will reflect Merchant's Visa, MasterCard, American Express, and Discover transactions; (b) Merchant's American Express and Discover settlement funds will be paid at the same time and in the same manner as Merchant's Visa and MasterCard settlement; and (c) Merchant will not have a direct relationship with American Express and the terms set forth in the MPA for American Express transactions will apply. Merchant consents to the disclosure of transaction data, merchant data and other information about the Merchant to American Express and to the use by American Express of such information to perform its responsibilities in connection with the provision of its services, to promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes including marketing purposes. Merchant agrees American Express may use any information in this application to screen and/or monitor Merchant in connection with American Express card marketing and administrative purposes.

Merchant acknowledges that the parties may produce and rely upon a copy or electronically stored image of the merchant application and MPA for all legal purposes.

**MERCHANT:**

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature #1: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature #2: \_\_\_\_\_

**BANK:**

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTINUING PERSONAL GUARANTY PROVISION – PERSONAL GUARANTOR:**

By signing below, each individual or entity ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to Bank the prompt payment and full and complete performance of all obligations of the Merchant identified on the above application, including, without limitation, all promises and covenants of the Merchant, and all amounts payable by the Merchant under the MPA, as amended from time to time, including, without limitation, charges, interest, costs and other expenses, such as attorney's fees and court costs. This means, among other things, that Bank can demand performance or payment from any Guarantor if the Merchant fails to perform any obligation or pay what the Merchant owes under the MPA. Each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because: (1) the MPA cannot be enforced against the Merchant for any reason, including, without limitation, bankruptcy proceedings; (2) Bank agrees to changes or modifications to the MPA, with or without notice to Guarantor; (3) Bank releases any other Guarantor or the Merchant from any obligation under the MPA; (4) any law, regulation, or order of any public authority affects the rights of either Merchant or BANK under the MPA; and/or (5) anything else happens that may affect the rights of Bank against the Merchant or any other Guarantor. Each Guarantor further agrees that: (a) Bank may delay enforcing any of its rights under this guaranty without losing such rights and hereby waives any applicable statute of limitations; (b) Bank can demand payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor or from any security held by the Bank; and (c) such Guarantor will pay all court costs, attorney's fees, and collection costs incurred by Bank in connection with the enforcement of the MPA or this Guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court. If the Merchant is a corporation or limited liability company, This Guaranty must be executed by a principal or affiliate of Merchant.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature #1: \_\_\_\_\_ Signature #2: \_\_\_\_\_