

RESOLUTION NO. 22-19  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Beale ON THE 15<sup>th</sup>  
DAY OF April, 2019.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO  
A PRODUCTS AND SERVICES AGREEMENT FOR MERCHANT  
PROCESSING SERVICES AND AN ECOM ACCOUNT WITH ELAVON,  
INC.**

**WHEREAS**, the City of Centerville is desirous of obtaining merchant services to handle the process of credit cards and opening an ECOM account for the purposes of taking on-line internet payments for allowing the City to process payments for services; and

**WHEREAS**, the City desires to seek those services; and

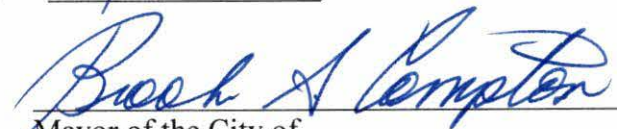
**WHEREAS**, Elavon, Inc. has unique knowledge of such services and a demonstrated ability to assist in accomplishing the objectives of the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE  
CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:**

Section 1. The City hereby agrees to enter into a Products and Services Agreement with Elavon, Inc., and the City Manager is hereby authorized to execute the Agreement with Elavon, Inc. in a form substantially similar to the Agreement attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville.

Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 15<sup>th</sup> day of April, 2019.

  
\_\_\_\_\_  
Mayor of the City of  
Centerville, Ohio

ATTEST:

Carin R. Andrews

Clerk of Council  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 22-19, passed by the Council of the City of Centerville, Ohio on the 15<sup>th</sup> day of April, 2019.

Carin R. Andrews

Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions  
Department of Law  
Scott A. Liberman  
Municipal Attorney

**NEW COMPANY APPLICATION**

<b>1 COMPANY INFORMATION</b>			
◆ DBA NAME: <b>CITY OF CENTERVILLE</b>			
CONTACT NAME: <b>TYLER ROARK</b>			
◆ DBA ADDRESS TYPE: <b>Business</b> ◆ DBA ADDRESS1 (NO PO BOX): <b>10000 YANKEE ST</b>			
DBA ADDRESS 2:			
◆ CITY: <b>CENTERVILLE</b>	◆ STATE: <b>OH</b>	◆ ZIP CODE: <b>45458</b>	
◆ COUNTRY OF PRIMARY BUSINESS OPERATIONS: <b>UNITED STATES</b>			
◆ BUSINESS COUNTRY OF FORMATION: <b>UNITED STATES</b>		◆ DBA PHONE #: <b>(937) 438-4653</b>	
◆ EMAIL ADDRESS: <b>TROARK@CENTERVILLEOHIO.GOV</b>		DBA FAX #: <b>(937) 433-0310</b>	
YEAR ESTABLISHED:		MOBILE PHONE #:	
◆ LENGTH OF CURRENT OWNERSHIP:        YEARS,        MONTHS			
CIP EXEMPTION:			
BENEFICIAL OWNER EXEMPTION:			

<b>2 OTHER ADDRESS (IF DIFFERENT THAN ABOVE)</b>			
<input type="checkbox"/> MAILING <input type="checkbox"/> SHIPPING <input type="checkbox"/> SEE ALSO SPECIAL INSTRUCTIONS            (MORE THAN ONE OPTION MAY BE SELECTED)			
LOCATION NAME:		PHONE #:	
CONTACT:		FAX #:	
ADDRESS:	CITY:	STATE:	ZIP CODE:

<b>STATEMENTS/ RETRIEVALS /CHARGEBACKS</b>			
STATEMENTS: <input checked="" type="checkbox"/> DBA OR <input type="checkbox"/> MAILING OR <input type="checkbox"/> W-9	AUTO SEND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (CHAIN COMPANIES ONLY – MUST INCLUDE CHAIN SET UP FORM)		
RETRIEVALS: <input checked="" type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO: <b>TROARK@CENTERVILLEOHIO.GOV</b>	OR FAX TO: <input type="checkbox"/> DBA	<input checked="" type="checkbox"/> MAILING OR MAIL TO: <input checked="" type="checkbox"/> DBA	<input type="checkbox"/> MAILING
CHARGEBACKS: <input checked="" type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO: <b>TROARK@CENTERVILLEOHIO.GOV</b>	OR FAX TO: <input type="checkbox"/> DBA	<input checked="" type="checkbox"/> MAILING OR MAIL TO: <input checked="" type="checkbox"/> DBA	<input type="checkbox"/> MAILING

<b>3 PRINCIPAL 1 INFORMATION (INCLUDE ALL ADDITIONAL OWNERS WITH 25% OR GREATER OWNERSHIP (INDIVIDUAL OR INTERMEDIARY BUSINESS) ON THE ADDL OWNERSHIP FORM)</b>			
◆ <input type="checkbox"/> BENEFICIAL OWNER: PERCENTAGE OF OWNERSHIP _____ %		<input checked="" type="checkbox"/> AUTHORIZED SIGNER	<input type="checkbox"/> SOLE PROPRIETOR
◆ ADDITIONAL BENEFICIAL OWNERS? <b>No</b>	<input checked="" type="checkbox"/> RESPONSIBLE PARTY	TITLE:	IF OTHER: <b>CITY MANAGER</b>
◆ FIRST NAME: <b>WAYNE</b>	◆ MIDDLE NAME:	◆ LAST NAME: <b>DAVIS</b>	
◆ ADDRESS (NO PO BOX):		◆ ADDRESS TYPE: <b>Residential</b>	
◆ CITY:	◆ STATE/PROVINCE:	◆ ZIP/POSTAL CODE:	◆ COUNTRY: <b>UNITED STATES</b>
◆ DOB:	◆ US PERSON: <b>Yes</b>	◆ PHONE #:	
<i>PREVIOUS ADDRESS IF CURRENT ADDRESS IS LESS THAN 2 YEARS</i>			
◆ HOME ADDRESS:	◆ CITY:	◆ STATE:	◆ ZIP CODE:
◆ ID TYPE:	◆ ID #:	◆ IF OTHER- ID TYPE:	
◆ IF OTHER ID #:	◆ IF OTHER ID - COUNTRY OF ISSUANCE:	◆ IF OTHER GOVERNMENT ISSUED - ID NAME:	

<b>INDIVIDUAL VALIDATION DOCUMENTATION</b>			
◆ IDENTIFICATION DOCUMENT:	◆ ISSUING COUNTRY (IF APPLICABLE):	◆ ISSUING STATE (IF APPLICABLE):	
◆ DOCUMENT #:	◆ ISSUE DATE:	◆ EXPIRY DATE:	
PRINCIPAL ADDRESS MATCHES THE ADDRESS ON THE PRIMARY IDENTIFICATION DOCUMENT ABOVE UNLESS OTHERWISE NOTED.			<input type="checkbox"/> ALTERNATE DOCUMENT INCLUDED IF NO ADDRESS MATCH

<b>OTHER COMPANY INFORMATION</b>			
◆ AVERAGE SALE AMOUNT: \$ <b>150.00</b>	<input type="checkbox"/> CARD PRESENT 100%	OMNI COMMERCE (MUST TOTAL 100%)	
◆ HIGH SALE AMOUNT: \$ <b>1500.00</b>	<input type="checkbox"/> CARD NOT PRESENT 100%*	CARD PRESENT _____ %	
◆ NUMBER OF HIGH SALES (ABOVE) ANNUALLY: <b>12</b>	<input checked="" type="checkbox"/> INTERNET 100%*	CARD NOT PRESENT* _____ %	
◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$ <b>4,166.66</b>	<input type="checkbox"/> OMNI COMMERCE	INTERNET* _____ %	
◆ ANNUAL REVENUE: \$ <b>50,000.00</b>	◆ INTERNET : PRODUCT WEBSITE:		
◆ INDUSTRY TYPE: <b>Internet</b>	◆ INTERNET: "CONTACT US" EMAIL:		
◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED: <b>ONLINE CITY PAYMENTS</b>	*CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW		
SPECIAL PROGRAM MCC ONLY: <b>9399</b>	◆ CUSTOMER SERVICE PHONE #:		
◆ WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? IF NOT SAME DAY, _____ # OF DAYS (INCLUDE SHIPPING TIME FRAME)	◆ PREVIOUS PROCESSOR:		
IF SEASONAL, PLEASE CHECK MONTHS CLOSED BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)			
<input type="checkbox"/> JANUARY	<input type="checkbox"/> FEBRUARY	<input type="checkbox"/> MARCH	<input type="checkbox"/> APRIL
<input type="checkbox"/> JULY	<input type="checkbox"/> AUGUST	<input type="checkbox"/> SEPTEMBER	<input type="checkbox"/> OCTOBER
		<input type="checkbox"/> NOVEMBER	<input type="checkbox"/> DECEMBER

**BANK ACCOUNT (CHECKING ACCOUNTS ONLY)**

◆ DEPOSIT BANK NAME: <b>US BANK</b>	◆ ABA/ROUTING #: <b>042000013</b>	◆ DDA ACCOUNT #: <b>130119046717</b>
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):	ABA/ROUTING #:	DDA ACCOUNT #:
TAPE ID (OPT):	<input type="checkbox"/> FAST TRACK FUNDING	FTF MONTHLY FEE \$

<b>CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT.)</b>	<b>PRICING CATEGORY</b>
<input type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE)/ WITH PIN DEBIT <input type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE) <input checked="" type="checkbox"/> VISA CREDIT <input checked="" type="checkbox"/> VISA DEBIT <input checked="" type="checkbox"/> MC CREDIT <input checked="" type="checkbox"/> MC DEBIT <input checked="" type="checkbox"/> DISCOVER (JCB, D, PAY PAL PAYMENT DEVICE) <input type="checkbox"/> UNIONPAY <input type="checkbox"/> AMEX <input type="checkbox"/> PIN DEBIT	<input type="checkbox"/> RETAIL <input checked="" type="checkbox"/> MO/TO / INTERNET <input type="checkbox"/> RESTAURANT <input type="checkbox"/> ARU <input type="checkbox"/> LODGING <input type="checkbox"/> OMNI COMMERCE (TIERED & EICP ONLY) <input type="checkbox"/> SUPERMARKET

PRICING INFORMATION					FEES			
TIERED	VISA/MASTERCARD/UNIONPAY/ DISCOVER CARDS (JCB, DI, PAY PAL PAY DEVICE)**		AMERICAN EXPRESS		PIN DEBIT***		APPLICATION	\$
	RATE*	PER ITEM*	RATE	PER ITEM	RATE	PER ITEM	INSTALLATION/TRAINING	\$
QUALIFIED	%	\$	%	\$	%	\$	REPORTING & SUPPORT PACKAGE (PER MONTH)	\$
MID QUALIFIED	%	\$	%	\$			MONTHLY MINIMUM	\$
NON QUALIFIED	%	\$	%	\$			CHARGEBACK (PER OCCURRENCE)	\$ 15
OPT. <input type="checkbox"/> CHECK CARD (VISA, MC, Disc) <input type="checkbox"/> SPRMKT (VISA, MC, Disc) <input type="checkbox"/> QPS/SMALL TKT (VISA)							RETURN ITEM/NSF (PER OCCURRENCE)	\$
	%	\$					STATEMENT: <input checked="" type="checkbox"/> ELECTRONIC OR <input type="checkbox"/> PAPER	\$ 5
OPT. REWARDS	%	\$					MONTHLY STATEMENT MAILING(PAPER STATEMENTS ONLY)	\$
OPT. COMMERCIAL CARD	%	\$					RUSH SHIPMENT	\$
INTERCHANGE PLUS		0.15%	\$ 0.08	0.15%	\$ 0.08	%	ANNUAL ACCOUNT FEE:	\$
PIN DEBIT ENABLEMENT SERVICE FEE							START DATE:	\$
ENHANCED IC PLUS	CHECK CARD QUALIFIED	%	\$				OTHER: <b>ACCOUNT MAINTENANCE</b>	\$ 2
	QUALIFIED	%	\$	%	\$	%	VERIZON DATA PLAN (PER DEVICE): (PER MONTH)	\$
	REWARDS QUALIFIED	%	\$				<b>PCI SECURITY PROGRAM/SAFE-T PACKAGE</b>	
	MID QUALIFIED	%	\$	%	\$		SECURITY PROGRAM (PER MONTH): <b>PCI</b>	\$ 12.50
	COMMERCIAL NON QUALIFIED	%	\$				<b>SOLUTION PACKAGE</b>	
	NON QUALIFIED	%	\$	%	\$		(PER MONTH, PLUS TAXES, IF APPLICABLE)	\$

\*RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST.  
 \*\*PAYPAL ACCEPTANCE AND RATES ARE BASED ON CARD PRESENT TRANSACTIONS ONLY.  
 \*\*\*PIN DEBIT RATE WILL BE OPTIMIZED AVAILABLE RATE

**AUTHORIZATIONS**

AUTHORIZATIONS (CHARGED ON ALL V/MC/UNIONPAY/AMEX/DISC, PAY PAL, PIN DEBIT AUTHORIZATIONS)	\$	VOICE AUTHORIZATION FEES (PER AUTH) (ARU, OP ASSIST, AVS, BANK REF)	\$ 0.85
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**OTHER CARD TYPES EXISTING**

AMEX SE # (10 DIGITS):	PER AUTH: \$	EBT SE # (7 DIGITS):	PER AUTH: \$
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**REPORTING TOOLS**

<input type="checkbox"/> MCP ONLY <b>OR</b> <input type="checkbox"/> MCP WITH OCM	▶ MONTHLY FEE \$	▶ SET UP FEE \$	▶ # USERS	▶ SET UP TYPE (CHECK ONE) <input type="checkbox"/> MID <input type="checkbox"/> CHN
<input type="checkbox"/> ACS	▶ MONTHLY FEE \$	▶ SET UP FEE \$	▶ REMOTE ID	

**FANFARE**

<input type="checkbox"/> GIFT/LOYALTY (INDICATE CARD ORDER BELOW)	▶ MONTHLY FEE (PER MID): \$	OR	▶ ANNUAL FEE (PER MID): \$
<input type="checkbox"/> LOYALTY (NO CARDS)	▶ MONTHLY FEE (PER MID): \$	OR	▶ ANNUAL FEE (PER MID): \$
<input type="checkbox"/> GIFT (INDICATE CARD ORDER BELOW)	▶ MONTHLY FEE (PER MID): \$	OR	▶ ANNUAL FEE (PER MID): \$

SECONDARY MID - PRIMARY MID/DBA:

**CARD ORDER & RE-ORDERS:**

CARD ORDER		CARD TYPE	
<input type="checkbox"/> CUSTOM	CARD QUANTITY PRICE \$	PROMOTIONAL QUANTITY	CUSTOM: (AVAILABLE IN INCREMENTS OF 500) STANDARD: (AVAILABLE IN INCREMENTS OF 100)
<input type="checkbox"/> STANDARD	CARD QUANTITY PRICE \$	GIFT QUANTITY	
		LOYALTY QUANTITY	

**ADDITIONAL OPTIONS:**

<input type="checkbox"/> MAX CARD VALUE \$ (DEFAULT \$1000)	
<input type="checkbox"/> ADDITIONAL CARD CARRIERS \$	X # OF STYLE # OF STYLE # OF STYLE

\*\*\*STATE AND LOCAL TAXES MAY BE APPLIED TO FEES BILLED FOR FANFARE\*\*\*

**STANDARD CARD ORDER DETAILS**

▶ CARD STYLE:	TEXT COLOR:	JUSTIFICATION: <input type="checkbox"/> LEFT <input type="checkbox"/> CENTER <input type="checkbox"/> RIGHT <input type="checkbox"/> AS SUBMITTED
IMPRINT: <input type="checkbox"/> LOGO (TO AVOID DELAY, PLEASE SUBMIT ARTWORK TO: <a href="mailto:ARTWORK@ELAYON.COM">ARTWORK@ELAYON.COM</a> ) OR <input type="checkbox"/> TEXT (IMPRINTING DETAILS MUST BE ENTERED BELOW)		
◆ FONT (SELECT ONE): <input type="checkbox"/> Arial <input type="checkbox"/> Brush Script <input type="checkbox"/> Times New Roman		
◆ Text Case (select ONE): <input type="checkbox"/> Title Case <input type="checkbox"/> UPPER CASE <input type="checkbox"/> lower case <input type="checkbox"/> As submitted		

**OTHER VAS**

CONVERGE BILLING AND INVOICING CHARGE TYPE: **06663 Monthly Fee: \$**

DYNAMIC CURRENCY CONVERSION (DCC): **Enhanced (66 Currencies)**

DCC Conversion Rate: %      DCC Rebate: %  
 Annual DCC Registration Fee: \$      DCC Exchange Rate Source: **US Bank**

**POINT OF SALE (EQUIPMENT OR SOFTWARE)**

NETWORK:  ELAVON  OTHER **TSYS**       A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION: **BRIDGEPAY**

VAR SERVICE PROVIDER (HOSTED):      VAR (DISTRIBUTED):      VENDOR:      PRODUCT:      VERSION:

		# OF TIDS					PURCHASE/SETUP			LEASE*			SOFTWARE/WIRELESS		
QTY	POS DESCRIPTION	ITEM CODE	TID TYPE <small>OMNI ONLY</small>	TERMINAL ENCRYPT	OWNS	REPRG FEE PER UNIT	PRICE PER UNIT	TERM MONTHLY	MONTHLY RATE PER UNIT	ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE			
1	<b>EMONEY</b>			<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$ 0		\$	\$	\$	\$			
	<b>ADD DO NOT DEPLOY</b>			<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$			
				<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$			
				<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$			
				<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$			
				<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$			

CONVERGE HOSPITALITY

MONTHLY FEE: \$

\*PLEASE NOTE THAT ALL LEASES MUST COMPLETE SECTION 4 IMMEDIATELY BELOW. INITIALS ARE REQUIRED.      ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED.       SALES TAX EXEMPT

*Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services, Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Servicer, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services.*

ADDITIONAL POS SERVICES:	DESCRIPTION	SETUP FEE	ANNUAL FEE	MONTHLY FEE	PER AUTH FEE
		\$	\$	\$	\$
		\$	\$	\$	\$

RENTAL EQUIPMENT:	QTY	POS DESCRIPTION	ITEM CODE	TID TYPE <small>OMNI ONLY</small>	MONTHLY RATE PER UNIT	ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	SETUP/SIM CARD FEE PER UNIT	PER AUTH FEE
						\$	\$	\$	\$
					\$	\$	\$	\$	\$
					\$	\$	\$	\$	\$
					\$	\$	\$	\$	\$

*Rentals cancelled within the first 24 months will be charged a \$200 restocking fee if the monthly rental fee is greater than \$5 and a \$75 restocking fee if the monthly rental fee is \$5 or less. Rentals may result in paying more for the equipment over time as compared to purchasing. Rental equipment may be new or used and is dependent on inventory available at time of order. All used equipment is inspected and refurbished upon return before being re-deployed. Rentals are month to month and may be terminated at any time by Company. Additional provisions around the use of rental equipment can be found in the Equipment Chapter of the Operating Guide: a link to the Operating Guide can be found in Section 5 of this Application, below.*

**TERMINAL PROGRAMING INSTRUCTIONS (DO NOT USE FOR CONVERGE - THIS INFORMATION IS COVERED DURING TRAINING)**

**RETAIL (AUTO CLOSE DEFAULT)**       QUICK CLOSE       STORE AND FORWARD       NO SIGNATURE       CONTACTLESS (+ NO SIGNATURE)

**RESTAURANT (QUICK CLOSE DEFAULT)**      TIP FUNCTION (DEFAULT)       FINE DINING       TAB FUNCTION

**CARD NOT PRESENT (AUTO CLOSE DEFAULT)**       QUICK CLOSE

**LODGING (QUICK CLOSE DEFAULT)**       QUICK STAY

CUSTOM PROMPTS:       TERMINAL AUTO CLOSE (RTL, MOTO)      TIME ZONE       CASH BACK PIN DEBIT (RTL): \$ (MAX)       CUSTOM FOOTER:

NO TIP (REST)       NO SERVER PROMPT (REST)       CLERK PROMPT (RTL)       TIP FUNCTION WAITER (RTL)       TIP FUNCTION CASHIER (RTL)

COMMUNICATION METHOD (IP DEFAULT):  DIAL      TRAINING (DEFAULT = TRAINING REQUIRED):  NO TRAINING      PHONE INFORMATION: ACCESS #:

**4** X \_\_\_\_\_ I understand that I am entering into a \_\_\_\_\_-month commercial equipment lease for credit-card processing equipment. I understand this is a NON-CANCELLABLE commercial equipment lease and that I will be required to make monthly payments of \$ \_\_\_\_\_ under this lease for the entire \_\_\_\_\_-month term, regardless of any representations made by the Sales Representative. Under a \_\_\_\_\_-month term with a monthly payments of \$ \_\_\_\_\_, I understand the approximate total cost

of the equipment lease to be \$ 0 \_\_\_\_\_. I also realize that I will have to pay applicable sales tax every month and, if I do not provide evidence of insurance, I will be charged an additional \$4.95 monthly to cover equipment. I understand the equipment lease may be more expensive than purchasing the same equipment outright, and that I have had an opportunity to research the cost to purchase the same equipment outright. As an alternative to a lease, I understand I may purchase the equipment outright at the time of the lease application for the amount of \$ \_\_\_\_\_. Finally, I understand that I will be personally responsible for making payments under this lease and that any failure to pay all amounts when due may result in additional charges, potential damage to my credit rating, and/or legal action against me to collect both past and future payments owed under the lease. The end of lease residual value is \$ \_\_\_\_\_ plus taxes if applicable.

Company hereby authorizes Elavon, through its Ladco Leasing division ("Lessor"), to automatically withdraw Company's monthly lease payments and any amounts, including any and all taxes or other charges, owed in accordance with the lease, as applicable, by initiating debit entries to Company's account at the financial institution ("Bank") indicated hereon or such other financial institution used by Company from time to time. A lease payment (whether paid by debit or other means) that is not honored by Bank for any reason will be subject to a returned item service fee imposed by Lessor. Upon completion of the lease term, this authorization shall remain in effect until Lessor has received written notice from Company of its termination.

▶BANK NAME:      ▶ABA/ROUTING #:      ▶DDA ACCOUNT #:

**SUBSTITUTE FORM W-9**

SOLE PROPRIETOR   
  C CORPORATION   
  S CORPORATION   
  PARTNERSHIP   
  UNINCORPORATED ASSOCIATION  
 TAX EXEMPT ORGANIZATION (INCLUDE DOCUMENTS THAT SUPPORT EXEMPT STATUS)   
  GOVERNMENT   
  TRUST   
  ESTATE  
 LIMITED LIABILITY COMPANY – TAX CLASSIFICATION (D=DISREGARDED ENTITY, C=C CORPORATION, S= S CORPORATION, P=PARTNERSHIP): (IF LLC, PLEASE INDICATE D, C, S OR P)

◆ LEGAL BUSINESS NAME\*: **CITY OF CENTERVILLE**

\*NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.

◆ LEGAL BUSINESS ADDRESS (NO PO BOX): **100 W SPRINGVALLEY RD**    ▶ TIN (EMPLOYER ID #): **31-6001036**

◆ CITY: **CENTERVILLE**    ◆ STATE: **OH**    ◆ ZIP CODE: **45458**    OR    ▶ TIN (SOCIAL SECURITY #):

**5 COMPANY REPRESENTATIONS AND CERTIFICATIONS**

Company Representations and Certifications. By signing below, the applicant ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "Member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. Further, by signing below, Company and its representative(s) agree that Company is subject to the terms and conditions set forth in the Terms of Service ("TOS"), including when leasing equipment, and has had an opportunity to review such terms. **The TOS contains a mandatory and binding arbitration provision that affects Company's legal rights and should be reviewed prior to signing this document.**

The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the TOS and the Operating Guide incorporated herein by this reference and located at our website at [https://www.merchantconnect.com/CWRWeb/pdf/TOS\\_ENG.pdf](https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf) and [https://www.merchantconnect.com/CWRWeb/pdf/MOG\\_Eng.pdf](https://www.merchantconnect.com/CWRWeb/pdf/MOG_Eng.pdf), respectively. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center to obtain a copy and review prior to signing this document. Notwithstanding any non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you. Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the individual and business history and background of Company, each such representative and any other officers, partners, proprietors, and/or owners of Company, and to obtain credit reports or other background investigation reports on each of them that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

If leasing equipment, Company agrees to pay "Lessor" an annual fee in an amount not to exceed \$50.00 for the administration, billing and tracking of certain taxes and charges related to the Leased Equipment. Company understands that if proof of insurance is not provided, an additional monthly amount will be charged to cover insurance, that leasing equipment may be more expensive than purchasing the same equipment outright. Company understands the lease is a NON-CANCELLABLE and IRREVOCABLE commercial equipment lease and will be required to make all monthly payments disclosed and described herein.

A PIN Debit Enablement Service Fee will be collected for any Interchange and Assessment savings generated through PIN Debit routing on your monthly PIN Debit transactions for Interchange Plus customers only. This monthly fee will be calculated from your actual PIN Debit transaction volume and will be a percentage of your overall PIN Debit cost savings. The PIN Debit Enablement Service Fee collected and the Interchange and Assessment savings will be reflected on your monthly statement.

This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original. Company understands that an authorization code is not a guarantee of acceptance or payment of a Transaction. Receipt of an authorization code does not mean that company will not receive a Chargeback for that Transaction.

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

- Under penalties of perjury, Company certifies that:**
1. The number shown on this Company Application is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
  2. 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
  3. I am a U.S. citizen or other U.S. person.\*\*
  4. The FATCA code(s) entered on this form (if any) indicating I am exempt from FATCA reporting is correct.

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

Please notify Elavon if there are changes in your beneficial ownership structure or if your company has the ability to issue bearer shares.

\* By signing this document below you are agreeing on behalf of the Company to a mandatory binding arbitration provision set forth in the TOS and expressly incorporated herein. \*\*The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. In addition, by signing this Company Application, you hereby certify that to the best of your knowledge, the information provided about you, the name and address provided for the above named Company, and the information provided about the beneficial owner(s) and/or the individual with control over the above named Company is complete and accurate.

◆ SIGNATURE: X	◆ PRINTED NAME:	◆ TITLE:	◆ DATE:
SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:

**6 PERSONAL GUARANTY**

As a primary inducement to us to accept this Company Application, the undersigned Guarantor(s), by signing the Company Application, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Company of each of its duties and obligations to us (including, without limitation, Chargebacks and obligations in connection with Leased Equipment, if applicable) pursuant to the Company Application and Agreement, as may be amended from time to time, with or without notice. Guarantor(s) understand further that we may proceed directly against Guarantor(s) without first exhausting our remedies against any other person or entity responsible thereto or any security held by us or Company. This guarantee will not be discharged or affected by the death of the Guarantors, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any of our successors. Guarantor(s) understand that the inducement to us to accept this Company Application is consideration for the guaranty and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty. The undersigned hereby directs any consumer reporting agency to furnish a consumer credit report that relates personally to the undersigned upon the request of Elavon or any of its designees, successors or assigns and agrees that all parties involved are in compliance with the Fair Credit Reporting Act. If leasing equipment, Company understands they are personally responsible for making all monthly payments due under the lease and that any failure to pay all amounts when due may result in additional charges, potential damage to my credit rating and/or legal action against me to collect both past and future payments owed under the lease.

▶ SIGNATURE: X	▶ PRINTED NAME:	▶ DATE:
SIGNATURE: X	PRINTED NAME:	DATE:

**SUBMITTED BY (INTERNAL USE ONLY)**

To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's owner(s) or officer(s), as appropriate.

◆ PRINTED NAME: <b>MORGAN KAMPA</b>	◆ REP ID #: <b>50204</b>	◆ DATE: <b>04/03/2019</b>
◆ REP PHONE #: <b>(571) 919-4354</b>	◆ REP EMAIL: <b>MORGAN.KAMPA@ELAVON.COM</b>	USA-ALL-ETS-0319