

ECS ATM Application

Merchant Information

Company Legal Name:					Principal:	Title:		
DBA Name:					% Ownership:	SSN:		
Business Address (ATM Location):					Home Address:			
City:	State:	ZIP:	City:	State:	ZIP:			
Telephone #:	Fax #:		Drivers License#			Date of Birth:		
Ownership Type: (Circle One)					Telephone #:	Cell Phone#:		
Corporation	Partnership	Proprietorship	LLC	Other	Principal:	Title:		
Years in Business:					Federal Tax ID:			
Type of Business:		Email Address:			% Ownership:	SSN:		
Contact Name:	Title:		Home Address:					
Business Mailing Address:					City:	State:	ZIP:	
City:	State:	ZIP:	Telephone #:			Cell Phone#:		
1) Has principal ever been convicted of or been investigated of a felony under state, federal or foreign law? yes <input type="checkbox"/> no <input type="checkbox"/> 2) Has Principal ever been the subject of an enforcement action by or entered into a consent agreement with a state or federal regulatory agency for violating the Bank Secrecy Act or other anti-money laundering statute? yes <input type="checkbox"/> no <input type="checkbox"/> (if yes, attach details of violation)					3) Has principal filed bankruptcy within the last (10) years? <input type="checkbox"/> yes <input type="checkbox"/> no 4) Does Merchant own/lease the ATMs listed in Processing Agreement? <input type="checkbox"/> yes <input type="checkbox"/> no 5) Does Merchant have access to the inside of the ATMs and/or own the cash in the ATMs? <input type="checkbox"/> yes <input type="checkbox"/> no 6) Does Principal have a valid state-issued regulatory or business license? <input type="checkbox"/> yes <input type="checkbox"/> no			

Phone Line Installation

I DO authorize ECS to organize and order my dedicated phone line and jack for the ATM machine listed above.

Phone Company Name:

Phone Company Telephone Number:

I DO NOT authorize ECS to organize and order my dedicated phone line and jack for the ATM machine listed above.

I HAVE AN EXISTING PHONE LINE dedicated for the ATM listed above.

Existing Phone Line Number:

ACH Authorization Release

The undersigned authorizes ECS Inc., and/or their designated processor to credit and/or debit its account for the following items set forth in this ATM Processing Agreement including the following:

Daily Transaction Settlement, Settlement Error Corrections, Adjustments, Surcharge Payments, Early Termination Fees, Hardware and Installation, First & Last Lease Payment, Vault Cash Fees, Armored Car Fees, or any other funds and/or fees ECS determines are owed. The credits and debits pursuant to this Agreement will be processed through the Federal Reserve Automated Clearing House system.

Account Information

A PRINTED VOIDED CHECK MUST ACCOMPANY THIS FORM.

Financial Institution Name:		Type of Account: (Circle one)	Use Account For: (Circle one)	
		Checking	Savings	Daily Deposit Surcharge
Routing Number:		Account Number:		

Business Name as it Appears on Account:

Financial Institution Name:		Type of Account: (Circle one)	Use Account For: (Circle one)	
		Checking	Savings	Daily Deposit Surcharge
Routing Number:		Account Number:		

Business Name as it Appears on Account:

The undersigned represents and warrants to ECS Inc., that (a) the person executing this Release and Agreement is an authorized signatory on the account referenced above and (b) all information provided above and in this Agreement is true and correct. I have read, understood and agree to the terms that appear on this ACH Authorization Release, Credit Application, Merchant Receipt Form, and the ATM Processing Agreement Terms and Conditions, which are deemed part of this Agreement.

Merchant Signature: X

Print Name:

Title:

Date:

ATM Processing Agreement

Equipment Description

Manufacturer:

Model:

Quantity:

Program Type: (Please circle)

Purchase

Lease

Re-program

ATM Set-up

Special Instructions

Merchant Receipt

Surcharge Amount: \$	
Maximum Withdrawal: \$	
Transaction Fee: \$	
Monthly Maintenance Fee: \$	
Online Access Fee: \$	
Neon Sign: Qty	
Pole Sign: Qty	
Banner: Qty	

Item	Qty	Price	Total
Installation:			
Shipping/Training:			
Miroxy Sign:			
Pole Sign:			
Banner:			
Other:			
Method of Payment		Subtotal	
Visa/MC	<input type="checkbox"/>		
Cash	<input type="checkbox"/>	Tax	
ACH	<input type="checkbox"/>	Total	
Check #			
		Balance Due	

Additional Instructions

ATM Service & Maintenance

"Protection" \$0.00/Month - (New ATMs Only) One year manufacturer's warranty	"Protection Plus" \$15.00/Month (Mandatory For Repro's) 5 Year Standard Warranty
Non-Warranty/Non-Defect Work: On-Site: \$95.00/hour + parts	

Maintenance Agreement

Merchant's surcharge revenue is deposited direct to the Merchant. Merchant will receive \$ _____ of surcharge transaction as revenue on the ATM terminal. The balance of the surcharge, \$ _____ or a flat monthly fee of \$ _____ is allocated toward maintenance processing and terminal fees, including declined transactions and monthly access fees. This fee will be debited from the Merchant account specified via ACH. ECS Inc., assumes no responsibility for network failure, switch failure or downtime.

Acceptance & Personal or Corporate Guarantee

The Merchant Processing Agreement is between Electronic Cash Systems, Inc. ("ECS") and the Merchant named above ("Merchant"). The Merchant Participation Agreement is between the Merchant and the Sponsoring Bank ("Sponsoring Bank" or "Bank") named below.

Merchant represents that it has the authority to provide information to and execute this Agreement. Merchant understands that this Agreement binds Merchant's business and Merchant individually. Merchant represents and warrants to Electronic Cash Systems, Inc., (ECS) and to Bank that Merchant has read and agrees to the terms of this ATM Processing Agreement ("Agreement") consisting of this entire document, any Maintenance Agreement, a Merchant Application, the ATM Processing Agreement Terms and Conditions, and the Sponsoring Bank Participation Agreement Terms and Conditions.

In connection with Merchant's application for ATM Processing services and ATM network, Merchant understands that ECS and/or the Sponsoring Bank may make investigative background inquiries concerning the Merchant individually and concerning Merchant's business. Inquiries may involve some or all of the following: consumer reports, investigative consumer reports, criminal, and other reports. These reports may include information as to character, credit worthiness, general reputation, personal characteristics, work habits, performance, and experience along with reasons for termination of past employment from previous employers. The undersigned authorizes, without reservation, any party or agency contacted by ECS and/or Bank or its agent to furnish the information described above.

A copy of the ATM Processing Agreement Terms and Conditions, revision number 03.09, and a copy of the Merchant Participation Agreement Terms and Conditions, revision number 03.09 have been provided to Merchant (collectively, the "Terms and Conditions"). Merchant's signature below signifies receipt and agreement with all of the Terms and Conditions therein. If this Merchant Application is accepted for services, Merchant agrees to comply with the Merchant Application and the Terms and Conditions as may be modified or amended in the future.

Merchant understands that the Agreement will become effective upon acceptance by ECS through written or electronic signature upon this Agreement and the assignment to Merchant of a Merchant Terminal Identification Number. Merchant agrees that this Agreement will be for an initial period of five (5) years and that, during the initial term any subsequent renewal terms, ECS will have exclusive rights to provide processing services for all ATMs Merchant operates.

By signing below as the Merchant or on Merchant's behalf, the undersigned guarantees to ECS the performance of this Agreement and any Addendum thereto by Merchant, including payment of all sums due and owing and any attorney's fees and costs associated with enforcement of the terms thereof. ECS will not be required to first proceed against Merchant or enforce any other remedy before proceeding against the undersigned. This is a continuing guarantee and will not be discharged or affected by the death of the undersigned, and will bind the heirs, administrators, representatives, and assigns, and may be enforced by or for the benefit of any successor of ECS.

X Guarantor Signature (Merchant):	Print Name:	Date:
X Witness Signature (Office):	Print Name:	Date:
X Bank Signature (Office):	Print Name:	Date:



Merchant Name: _____

Location Address: _____

City/State/Zip: _____

Phone: _____

		Application Fee(s)		\$
		Programming Fee(s)		\$
		Install & Training Fee(s)		\$
Purchase Price	\$	+	% Sales Tax	= \$
First & Last Lease Payment	\$	+	% Sales Tax	= \$
				Total \$
Program Types: (Check All That Apply)		<input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> AMEX <input type="checkbox"/> Discover <input type="checkbox"/> Debit <input type="checkbox"/> ECS Check <input type="checkbox"/> Internet <input type="checkbox"/> Prepaid		
Equipment Type:		Quantity	Payment Type:	<input type="checkbox"/> ACH <input type="checkbox"/> Credit Card <input type="checkbox"/> Cash <input type="checkbox"/> Check No. _____
			Other:	_____

Processor:	<input type="checkbox"/> Retriever: <input type="checkbox"/> East <input type="checkbox"/> West		<input type="checkbox"/> Global: <input type="checkbox"/> East <input type="checkbox"/> Central	
<input type="checkbox"/> EBT Master Session		<input type="checkbox"/> Vital	<input type="checkbox"/> Paymentech	<input type="checkbox"/> Bypass
Comments: _____				

ACH Authorization

("Customer") authorizes ECS, Inc. ("Company") to initiate ACH transfer entries and to debit and/or credit the account identified herein for merchant related services. This authorization shall remain in effect unless cancelled by either Customer by providing written notice of cancellation to Company and after such time as settlements and adjustments have been processed and cleared through the account. Any debits and credits pursuant to this Authorization will be processed through the Federal Reserve System automated clearing house (ACH) system. All sales are final. The undersigned represents and warrants Company that (a) the person executing the Authorization is an authorized signatory on the account referenced below and (b) all information regarding the account and the account holder is true and correct.

Settlement Account Information

Financial Institution: _____

Address: _____ City/State/Zip: _____

Account Number: _____ Routing Number: _____

Business Name as it appears on the account: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

W-9

Form (Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/
Sole proprietor Corporation Partnership Other ►

Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 Line 1 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.

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or

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Part II Certification

Under penalties of perjury, I certify that:

1. 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
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. person (including a U.S. resident alien).

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 4.)

Sign Here	Signature of U.S. person ►
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Date ►

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, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, 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.

Note. If 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,