



AUTHORIZED USER FORM

Any employee can call in for basic technical support, however for security reasons we prefer to have an authorized user list. For each user, please indicate whether the user is permitted to access/discuss sensitive information (such as credit card numbers, and bank account information including deposits and adjustments).

Business Information

Business Name: NRH20 Family Water Park

Main Contact

First Name Stephanie	Last Name Johnston	Access sensitive info? <input checked="" type="radio"/> Yes <input type="radio"/> No	
Title Assistant GM	Phone Number 817-427-6508	Email address shee@nrh2o.com	Location (if applicable) NRH20

Additional Authorized User

First Name Glenn	Last Name Mizell	Access sensitive info? <input checked="" type="radio"/> Yes <input type="radio"/> No	
Title Asst. Director of Finance	Phone Number 817-427-6152	Email address gmizell@nrhtx.com	Location (if applicable) City Hall

Additional Authorized User

First Name Amanda	Last Name Brown	Access sensitive info? <input checked="" type="radio"/> Yes <input type="radio"/> No	
Title Accountant	Phone Number 817-427-6153	Email address abrown@nrhtx.com	Location (if applicable) City Hall

Additional Authorized User

First Name Andrew	Last Name MacNeal	Access sensitive info? <input checked="" type="radio"/> Yes <input type="radio"/> No	
Title Accountant	Phone Number 817-427-6162	Email address amacneal@nrhtx.com	Location (if applicable) City Hall

Signature _____

Date _____

Full Name Mark Hindman

Note: Changes to the account that require a signature, such as a bank change or adding an entitlement, will have to have the signer's approval and signature.

Equipment and Setup



Merchant #: 517924510076185

5601 22nd Ave NW • Suite 200
Seattle, WA 98122

Install / Training Point of Contact

Name: Stephanie Johnston

Email: shee@nrh2o.com

Phone: 817-427-6508

Will you be utilizing tips? Yes ☐ No ☒

If compatible with POS, do you plan to utilize card storage? WE'RE USING TOKENS Yes ☒ No ☐

Can you confirm that your computer is currently running on Windows 10 or newer? Yes ☒ No ☐

Is there a wired Internet connection (ethernet) available? Yes ☒ No ☐

Distance from credit card machine to modem/router: 200 feet

If 'No', would you like to purchase a 5-port switch (\$21) from Gravity Payments? Yes ☐ No ☒

Do you remote into a server to access the Point of Sale? Yes ☐ No ☒

Would you like to be able to hand-key transactions on any other computers without a physical terminal?

Yes ☐ No ☒

If 'Yes', how many computers?

Currently Accepting Gift Cards: Yes ☐ No ☒

If 'Yes'...

Current Gift Card Provider:

Balance Sheet Provided to Gravity: Yes ☐ No ☐

Blank Gift Card Provided to Gravity: Yes ☐ No ☐

If 'No'...

Interested in Accepting Gift Cards: Yes ☐ No ☒

Do you have a webstore / shopping cart that will be processing with Gravity Payments? Yes ☒ No ☐

How many workstations (terminal and hand-key) will process cards with Gravity Payments? 21

During the install, will somebody have admin access (username/passwords) to the workstations? Yes ☒ No ☐

Is there more than one person (or a different person) who will need training on reporting?
If 'Yes', how many? 1 Yes ☒ No ☐

When do you anticipate processing your first transaction with Gravity Payments? March 21, 2023



Tel: (800) 989-2135 x 1
Fax: (888) 835-2077
techsupport@gravitypayments.com

PCI Compliance Setup Agreement

Merchant DBA: NRH2O Family Water Park

Merchant ID: 517924510076185

PCI Contact Name: Stephanie Johnston **PCI Contact Email Address:** shee@nrh2o.com

This is an agreement between Gravity Payments and the merchant listed above and states the following: Once the agreement is signed, Gravity will notify SecureTrust, a Trust Wave division, and a partner of Gravity Payments, within 30 days after your application has been approved for credit card processing. SecureTrust will provide credentials to you for their PCI portal. Within the portal, you'll be able to access an annual questionnaire and have the ability to perform a quarterly vulnerability scan (if applicable). This portal is provided to you to comply with the PCI Council compliance guidelines.

SecureTrust will also provide breach protection coverage. This will cover costs associated with forensic audit fees, card replacement costs, and fines assessed due to a breach. Breach protection terms are as follows:

- \$100,000 coverage per MID
- \$0 deductible
- \$500,000 maximum per year for merchants with multiple MIDs enrolled in breach protection

The services and coverage mentioned above will be provided at a cost of \$115 for the first location and \$55 for each additional location per year.

You will have 90 days after receiving your credentials to complete all necessary steps to achieve a compliant status. This includes completing the questionnaire and scan (if applicable). If the steps are not completed in the allotted time, you will be assessed a noncompliance fee of \$19.95 per month which will be debited from your account on file until a compliant status is achieved.

By signing, I agree to allow Gravity Payments to debit the bank account on file for \$115 for the first location and \$55 for each additional location (same legal information). Signing this agreement does not qualify as PCI compliance. I recognize that completion of the annual self-assessment questionnaire, completing and obtaining evidence of a passing vulnerability scan with PCI SSCA Approved Scanning Vendor (if applicable), and obtaining attestation of compliance in its entirety are all necessary steps towards PCI compliance. Only a certified PCI approved vendor, such as SecureTrust, can advise of my PCI compliance status. I understand that upon cancellation of my processing account with Gravity Payments, my PCI Compliance Service will be subsequently terminated.

Printed Name: Mark Hindman

Signature: _____

Date: _____



SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of the date set forth below by and between Gravity Payments, Inc., a Washington Corporation located at 5601 22nd Ave NW, Ste 200 Seattle WA 98107 ("Gravity Payments") and the entity and/or individual whose name and address are set forth below ("Merchant").

WHEREAS, Gravity Payments provides merchant accounts and related goods and services that allow businesses to process credit card, debit card, gift card and automated clearing house transactions (the "Gravity Payments Services") and Merchant wishes Gravity Payments to provide to Merchant the Gravity Payments Services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment. Merchant hereby appoints Gravity Payments to be the exclusive provider of the Gravity Payments Services to Merchant as set forth in Appendix "A" – Schedule of Services and Fees.

2. Fees. Merchant agrees to pay the Fees for the Gravity Payments Services used as set forth in Appendix "A" and authorizes Gravity Payments to debit Merchant's checking/savings account or credit card account as indicated below for all Fees when due. Merchant agrees that in the event Fees are not paid when due, Gravity Payments may terminate the Gravity Payments Services without notice. Merchant agrees to pay all costs and expenses that may be incurred in connection with the collection of any unpaid Fees. Fees may be amended at any time by Gravity Payments upon 30 days written or electronic notice to Merchant.

3. Term and Termination. This is a month to month Agreement and either party may terminate this Agreement at any time upon 30 days written notice.

4. Merchant's Warranty. Merchant warrants to Gravity Payments that (i) The person whose name appears as signor of the Agreement has read this Agreement and has the legal authority to bind the Merchant to the Terms and Conditions of this Agreement. (ii) Merchant is engaged in a lawful business that requires the use of the Gravity Payments Services and is duly licensed to conduct such business under the laws of the state, county and city in which the merchant is located. (iii) Merchant is solely responsible for the security of data that resides on its servers whether operated by Merchant or a third party designated by Merchant and will comply with all applicable laws and industry regulations governing the collection, retention and use of credit card and other financial information.

5. Independent Contractors. The relationship of Gravity Payments and Merchant is that of independent contractors. Neither Merchant nor Merchant's employees, consultants, contractors or agents are agents, employees, partners or joint ventures of Gravity Payments, nor do they have any authority to bind Gravity Payments by contract or otherwise to any obligation.

6. Ownership of Data. Gravity Payments shall retain full ownership of any and all data submitted by either Merchant or Purchaser through the Gravity Payments Services including but not limited to name, addresses, telephone numbers, email addresses, credit card numbers, card expiration dates, card verification value, dollar amount of purchase. The use of this data will be governed by Gravity Payments' current privacy policy. Merchant is responsible for compiling any permanent records of any transactions or data it wishes to retain. Gravity Payments shall have no obligation to store, retain, report or provide copies or access to any records of transactions or other data collected or processed by Gravity Payments.

7. Indemnification. Merchant agrees to indemnify, defend, and hold harmless Gravity Payments, its employees, referral partners and agents from and against any loss, liability, damage, penalty or expense (including attorneys' fees, expert witness fees and cost of defense) they may suffer or incur as a result of (i) any failure by Merchant or any employee, agent or affiliate of Merchant to comply with the terms of this Agreement; (ii) any warranty or representation made by Merchant being false or misleading; (iii) any representation or warranty made by Merchant or any employee or agent of Merchant to any third person other than as specifically authorized by this Agreement, (iv) any claims related to the Gravity Payments Services, (v) negligence of Merchant or its subcontractors, agents or employees, (vi) any claims by Merchant against its credit card, ACH or debit card processor or (vii) any alleged or actual violations by Merchant or its subcontractors, employees or agents of any governmental laws, regulations or rules.

8. Disclaimer of All Warranties. THE Gravity Payments SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. Gravity Payments DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, TO MERCHANT AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Gravity Payments SHALL NOT BE LIABLE TO MERCHANT OR ANY THIRD PARTY FOR ANY LIQUIDATED, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THIS AGREEMENT EVEN IF Gravity Payments HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY Gravity Payments OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF Gravity Payments' OBLIGATIONS.

9. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE Gravity Payments SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Merchant may not assign this Agreement without the written consent of Gravity Payments may assign this Agreement in its sole discretion without the written consent of Merchant.

11. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Agreement may be amended at any time by Gravity Payments upon 30 days written or electronic notice to Merchant.

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12. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho (irrespective of its choice of law principles). The parties hereby agree that any suit to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in the United States District Court for the District of Idaho or the Superior Court in and for the County of Ada, Idaho. Each party hereby agrees that such courts shall have exclusive personal jurisdiction and venue with respect to such party and each party hereby submits to the exclusive personal jurisdiction and venue of such courts. In any action arising from the alleged breach of this Agreement, or to enforce this Agreement, the final prevailing party will recover its reasonable attorneys' fees, costs and expenses.

13. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement, shall not be construed as a waiver of that conduct or any future breach or subsequent wrongful conduct. If any part, term or provision of this Agreement is declared and determined by any court or arbitrator to be illegal or invalid, such declaration and determination shall not affect the validity of the remaining parts, terms or provisions. The various headings in this Agreement are inserted for convenience only and shall not affect this Agreement or any portion thereof. All notices and other communications required or permitted under this Agreement shall be in writing and given by e-mail (exception for notice of termination), personal delivery, telecopy (confirmed by a mailed copy), or first class mail, postage prepaid, sent to the addresses set forth herein. This Agreement may be executed in two or more counter-parts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. The signatures to this Agreement may be evidenced by facsimile copies reflecting the party's signature hereto, and any such facsimile copy shall be sufficient to evidence the signature of such party as if it were an original signature.

☒ **ACH Authorization**

Merchant agrees and hereby authorizes Gravity Payments to automatically initiate debit and credit entries for charges under this agreement, including adjustments for any transactions debited/credited in error, to Merchant's checking/savings account as set forth below and as evidenced by the attached voided check or bank letter or to their credit card as authorized below. This authorization shall remain in force and effect until Gravity Payments is notified in writing of its termination and all obligations of the Merchant to Gravity Payments have been satisfied in full.

Checking Account Routing # 111000614 Account # 836527861

Please fax copy of voided check or bank letter (if requested)

☐ **Credit Card Authorization**

Merchant agrees and hereby authorizes Gravity Payments to automatically initiate debit and credit entries for charges under this agreement, including adjustments for any transactions debited/credited in error, to Merchant's credit card account as set forth below. This authorization shall remain in force and effect until Gravity Payments is notified in writing of its termination and all obligations of the Merchant to Gravity Payments have been satisfied in full.

Credit Card Account Last 4 digit of Card: _____ Expiration Date: _____ Name on Card: _____

A representative will contact you to obtain the full credit card account number and billing address.

"Merchant:"

Company Name: NRH20 Family Water Park

Company Address: 9001 Boulevard 25

Email Address: mhindman@nrhtx.com

Authorized By: _____ Date: _____

Print Name and Title: Mark Hindman

Date: _____

Accepted by Gravity Payments, Inc.

Authorized By: _____ Date: _____



APPENDIX "A"

Schedule of Services and Fees

Gravity Payments Services

Description of Services	Qty	Service Fee	Total Fees
Basic Gateway Services per Merchant Account			One Time Fee
Initial Gateway Setup (One Time Fee)	1	\$ 25.00	
			Recurring Monthly Fee
Gravity Payments Gateway Services – Basic (includes 5000 transactions per month)	1	\$10.00	
OR			
Gravity Payments Gateway Services – Advanced (includes 5000 transactions per month, and 1000 customer records)		\$15.00	
Other Gateway Services if Required per Merchant Account			
Gravity Payments Gateway Services – Fraud Module per month		\$10.00	
Gravity Payments Gateway Services – Additional 5000 transactions per month		\$10.00	
Gravity Payments Gateway Services – Additional 1000 customer records per month		\$10.00	
Transaction fee (per transaction)		\$0.02	
TransArmor Data Protection Services		\$15.00	
Total Recurring Monthly Fee			
Miscellaneous per Merchant Account			Per Occurrence
NSF (Non-Sufficient Funds)			\$ 25.00