

## Merchant Application



Merchant # 517924510076185

New Location ☐ Additional Location ☐

5601 22nd Ave NW • Suite 200 • Seattle WA 98107

Tel: 866-701-4700 Fax: 206-428-7102

www.gravitypayments.com

## Business Information

Business Name (DBA):

NRH20 Family Water Park

Physical Street Address (No P.O. Box):

Mailing Address

City:

State:

Zip:

9001 Boulevard 26

North Richland Hills

TX

76180

Customer Service Phone #:

Customer Service Email:

Website:

8174276500

skendall@nrhtx.com

www.nrh20.com

Legal Business Name (As it appears on your income tax return):

City of North Richland Hills

Legal Address: ☐ Check here if same as DBA

Mailing Address

City:

State:

Zip:

4301 City Point Drive

North Richland Hills

TX

76180

Phone #:

Contact:

8174276500

Mark Hindman

Federal Tax ID # (As it appears on your income tax return):

State Incorp.:

Month/Year started:

756005194

TX

1995-12-02 00:00:00

☐ I certify that I am a foreign entity/nonresident alien.  
 (If checked, please attach IRS Form W-8)

Note: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (see Part III, Section A.4 of your Program Guide for more information)

## Owners or Officers - Each Owner With 25% or more Equity Must be Listed Below + One Senior Manager/Executive

Primary Owner/Officer:

Title:

Date of Birth:

Applicant's SSN #:

% Equity Ownership:

Mark Hindman

Director

1/2/1999

123-45-6789

0

Residence Address:

City:

State:

Zip:

Home Phone #:

4301 City Point Drive

North Richland Hills

TX

76180

817-427-6508

Secondary Owner/Officer:

Title:

Date of Birth:

Applicant's SSN #:

% Equity Ownership:

Residence Address:

City:

State:

Zip:

Home Phone #:

Beneficial Owner:

Title:

Date of Birth:

Applicant's SSN #:

% Equity Ownership:

Residence Address:

City:

State:

Zip:

Home Phone #:

Beneficial Owner:

Title:

Date of Birth:

Applicant's SSN #:

% Equity Ownership:

Residence Address:

City:

State:

Zip:

Home Phone #:

Beneficial Owner:

Title:

Date of Birth:

Applicant's SSN #:

% Equity Ownership:

Residence Address:

City:

State:

Zip:

Home Phone #:

Each individual, if any, who, directly or indirectly, owns 25% or more of the equity interests of the legal entity is listed above along with at least one individual with significant responsibility for managing or directing the entity, (e.g., executive officer or a member of senior management).

Primary Owner/Officer (Initial):

## Automated Clearing House (Bank Deposit Information)

Merchant authorizes Gravity Payments or Bank to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account and to and from any other account for which Gravity Payments or Bank are authorized to perform such functions under the Merchant Processing Agreement, for the purposes set forth in said Agreement. This authorization extends to such entries in said account concerning lease, rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees and amounts due for supplies and materials. This Automated Clearing House authorization cannot be revoked until all Merchant obligations under this Agreement are satisfied, and Merchant gives Gravity Payments written notice of revocation.

Bank Routing Number (9 digits): 111000614

Checking Account Number: 836527861



**Business Profile****TYPE OF OWNERSHIP**

- ☐ Sole Proprietor      ☐ Association/Estate/Trust  
☐ Partnership (Private)      ☐ Partnership (Public)  
☐ Corporation (Private)      ☐ Corporation (Public)  
☐ Publicly Traded LLC      ☐ Private LLC  
☒ Government Organization      ☐ Tax Exempt Organization

**Card Volume Sales Profile (be as accurate as possible):**

Card Swipe	95	%
Manual Key Entry (Card Present)	0	%
Mail Order / Telephone	5	%
Internet	0	%
<b>Total =</b>	<b>100%</b>	

Gross Yearly Sales Volume  
(Cash + Credit + Debit + Check) 8088303.48

Types of Goods or Services waterpark

Do you currently accept credit cards? Yes

Current Credit Card Processor: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

**Please List Avg. Yearly Volume for the following...**

Avg. Mastercard/Visa 6470642.78

Avg. Disc Network/Paypal 1617660.70

Avg. American Express 263174.28

Avg. American Express OptBlue Ticket 5482.798

Avg. Ticket Size 2847.572

Seasonal ☐ Yes ☒ No SIC/MCC: 7996

Industry	Pricing Structure	Card Acceptance	see section 1.9 of program guide)
<input checked="" type="checkbox"/> Standard Retail & Restaurant	<input checked="" type="checkbox"/> Interchange & Association Fees Pass Through <sup>1</sup>	<input type="checkbox"/> MC Credit Trans Only	<input type="checkbox"/> MC Non-PIN Debit Trans
<input type="checkbox"/> MOTO / Key Entry	<input type="checkbox"/> Tiered <sup>2</sup>	<input type="checkbox"/> VS Credit Trans Only	<input type="checkbox"/> VS Non-PIN Debit Trans <input type="checkbox"/> AMEX OptBlue® Only
<input type="checkbox"/> E-Commerce	<input type="checkbox"/> Flat Rate <sup>3</sup>	<input type="checkbox"/> DSC Credit Trans Only	<input type="checkbox"/> DSC Non-Pin Debit Trans

VS/MC/DSC Discount Rate: 0.850 %

VS/MC/DS Signature Debit Discount Rate: 0.850 %

VS/MC/DSC Mid-Qualified Rate: \_\_\_\_\_ %

American Express OptBlue® Discount Rate: 0.850 %

VS/MC/DSC Non-Qualified Rate: \_\_\_\_\_ %

Pin Debit Discount Rate: \_\_\_\_\_ %

VS/MC/DSC Transaction Fee	<u>0.1200</u>	Per Auth
American Express OptBlue® Transaction Fee	<u>0.1200</u>	Per Auth
Pin Debit Transaction Fee Plus Network Fees	<u>0.0000</u>	Per Auth
EBT Transaction Fee	<u>0.0000</u>	Per Auth
Non-Bankcard Transaction Fee (Includes American Express Direct, Voyager, and Wex)	_____	Per Auth
VS/MC/DSC Other Item Fee	<u>0.00</u>	Per Auth

Annual Fee \_\_\_\_\_ Per Year

Batch Fee 0.20 Batch

Address Verification Service 0.0400 Per Item

Voice Auth Fee 1.5000 Per Item

Chargeback/ACH Reject Fee 25.00 Per Item

Retrieval Fee 15.00 Per Item

Voyager Discount Rate: \_\_\_\_\_ %

Association Compliance Fee\* 0.01 %

Early Termination Fee 0.00

Other Fees (Please Specify) \_\_\_\_\_

Commercial Card Interchange Service\* ☒ Yes ☐ No

\*With the CCIS, when transactions do not include any tax information we will compute the sales tax based on the applicable rate at your location to allow you to obtain the best interchange. When we compute the sales tax on your behalf, we will retain 50% of the interchange savings. If a transaction is fully or partially exempt, you should enter the tax amount (even if the amount is \$0.00) as CCIS applies to your local tax rate to the full amount of transactions when the prompt is bypassed.

POS Dealer contact email (required): techsupport@gravitypayments.com

Do you use Third Party to store, process or transmit cardholder data? ☐ Yes ☐ No

If yes, give name / address of the third party: \_\_\_\_\_

Please identify any software used for storing, transmitting, or processing Card Transactions or Authorization Requests: \_\_\_\_\_

I/We understand and agree to the following: 1) Pass through fees include all Interchange and Card Association Fees. Card Association Fees include: Dues and Assessments, Visa FANF, Visa Misuse of Auth Fee, Visa ACQ Processing Fee, Visa Zero Floor Limit Fee, Visa Int'l ACQ Fee, Visa ACQ ISA Fee, Visa Trans Integrity Fee, Visa File Transmission Fee, Visa Acquirer Credit Voucher Data Processing Fee, MC ACQ Support Fee, MC Cross Border Fee, MC NABU Fee, MC Proc Integrity Fee, MC Kilobyte Fee, MC CVC2 Fee, MC ICA AVS Fee, MC Digital Enablement Fee, Discover Int'l Proc Fee, Discover Int'l Service Fee, Discover Data Usage Fee, Discover Network Auth Fee, American Express OptBlue® Network Fee, American Express OptBlue® Non-swiped Transaction Fee, American Express OptBlue® Inbound Fee, American Express OptBlue® Technical Specifications Non-Compliance Fee, and any other similar pass-through fees as may be created in the future. 2) The qualified rate as stated above will be charged electronically authorized payment card transactions that are in batches closed daily. All payment card transactions may be charged higher than the listed qualified rate (mid- or non-qualified rate). Card Association Fees, excluding Dues and Assessments, are passed through. 3) Interchange and Card Association Fees are encompassed in the Flat Rate, unless otherwise disclosed. \*Association Compliance Fee of 0.01% is billed against total card volume and covers miscellaneous Card Association Fees Gravity Payments does not pass through, as well as the cost of mandatory IRS and PCI compliance reporting.

**IMPORTANT NOTICE:** All information contained in this application was completed, supplied and/or reviewed by the undersigned Merchant. Gravity Payments shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of Gravity Payments and/or Wells Fargo Bank. By signing below you are agreeing to the provisions stated within this merchant application, on the reverse side (the Merchant Agreement) and acknowledge receipt of the Merchant Program Guide. Those provisions must be read before signing. By signing below, you agree to the terms on the first and second page of this MERCHANT Processing Agreement and the Merchant Program Guide. You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC). Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time.

### PCI Fees

As required by the Card Brands, all merchants that process credit card transactions must complete PCI Compliance. The PCI Compliance Fee is assessed annually and is \$115.00 for the first location and \$55.00 for each additional location. Merchants have 90 days from the date their merchant account is opened to complete their PCI compliance. Merchants that are not compliant will incur a Non-Compliance fee of \$19.95 per month for each account that does not maintain compliance.

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

☒ Opt In

☐ First Location

☐ Additional Location

### Individual Guaranty

Personal Guarantee: In exchange for Gravity Payments, Wells Fargo Bank, N.A. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

### AGREED AND ACCEPTED:

Primary Owner / Officer—Signature:

X \_\_\_\_\_

Date: \_\_\_\_\_

Secondary Owner / Officer—Signature:

X \_\_\_\_\_

Date: \_\_\_\_\_

### For All Businesses—Business Resolution

The indicated officer(s) identified as Primary and Secondary below have the authorization to execute the MERCHANT Processing Agreement on behalf of the here within named business. **THE UNDERSIGNED, "MERCHANT", UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL SAID MERCHANT HAS BEEN APPROVED BY BANK AND A MERCHANT NUMBER IS ISSUED. BY SIGNING BELOW, THE INDICATED OFFICER(S) HEREBY CERTIFY, TO THE BEST OF THEIR KNOWLEDGE, THAT THE BUSINESS INFORMATION PROVIDED ON THE APPLICATION, INCLUDING THE OWNERSHIP INFORMATION, IS COMPLETE AND CORRECT.**

Print Legal Name of Business:

City of North Richland Hills

Primary Owner/Officer—Signature:

X

Secondary Owner/Officer—Signature:

X

Accepted by Processor

Accepted by Wells Fargo Bank, N.A.

Date: \_\_\_\_\_

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

Date: 2/17/23

Title: Asst Controller

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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



**PROCESSOR Name:** Gravity Payments**INFORMATION: Address:** 3601 22nd Ave NW, Suite 200, Seattle, WA 98107**URL:** **Customer Service #:** (866) 701-4700

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

- Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by Mastercard, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 25 of the Program Guide).
- We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
- There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 14 of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.
- If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
- The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 27, 37.3, and 39.10 of the Card General Terms; or Section 17 of the TeleCheck Solutions Agreement.
- We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 30, Term; Events of Default and Section 31, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), under certain circumstances.
- By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
- The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial three (3) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 16.2 of the TeleCheck Solutions Agreement.

#### 9. Card Organization Disclosure

##### Visa and Mastercard Member Bank Information: Wells Fargo Bank N.A.

The Bank's mailing address is P.O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6834.

##### Important Member Bank Responsibilities:

- The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.
- The Bank must be a principal (signer) to the Agreement.
- The Bank is responsible for educating merchants on pertinent Visa and Mastercard rules with which merchants must comply; but this information may be provided to you by Processor.
- The Bank is responsible for and must provide settlement funds to the merchant.
- The Bank is responsible for all funds held in reserve that are derived from settlement.
- The Bank is the ultimate authority should a merchant have any problems with Visa or Mastercard products (however, Processor also will assist you with any such problems).

##### Important Merchant Responsibilities:

- Ensure compliance with Cardholder data security and storage requirements.
- Maintain fraud and Chargebacks below Card Organization thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Card Organization Rules and applicable law and regulations.
- Retain a signed copy of this Disclosure Page.
- You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
- You may download "Mastercard Regulations" from Mastercard's website at: [www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf](http://www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf).
- You may download "American Express Merchant Operating Guide" from American Express' website at: [www.americanexpress.com/us/merchant](http://www.americanexpress.com/us/merchant).

**Print Client's Business Legal Name:** City of North Richland Hills

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions consisting of 44 pages including this Confirmation Page and the applicable Third Party Agreement(s).

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

**NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.**

**Client's Business Principal:**

**Signature** (Please sign below):

[Click here for the Program Guide](#)

[Click here for our Implementation Guide](#)

Feel free to upload a voided check and/or bank letter here.

X

Director

Title

Date

Mark Hindman

Please Print Name of Signer



5601 22<sup>nd</sup> Ave NW | Suite 200  
Seattle, WA | 98107  
T: (866) 701.4700  
F: (206) 428.7102

ATTEST:

\_\_\_\_\_

Alicia Richardson,

City Secretary/Chief Governance Office

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_

Maleshia B. McGinnis, City Attorney

N R H Council Action Y / N

Date Approved \_\_\_\_\_

Agenda No \_\_\_\_\_

Ord / Res No \_\_\_\_\_