



Merchant Application and Agreement

Agent #: _____ Merchant #: 394750528301 MCC: 7992

MERCHANT NAME (DBA or Trade Name): SANDRIDGE GOLF CLUB
CORPORATE/LEGAL NAME (if different): INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS
LOCATION ADDRESS: 5300 73RD ST, VERO BEACH, FL 32967
CITY: VERO BEACH, STATE: FL, ZIP: 32960
Location Phone: (772) 770-5003, Location Fax: (772) 770-5109, Corporate Phone: (772) 226-1219, Corporate Fax: (772) 770-5331

CONTACT NAME: BELA NAGY, CONTACT EMAIL ADDRESS: BNAGY@IRCGOV.COM, CONTACT PHONE: (772) 770-5003, FEDERAL TAX ID#: 59-6000674

DOES THIS LOCATION CURRENTLY TAKE PAYMENT CARDS? [] No [X] Yes (if yes please provide)
HAS MERCHANT OR OWNERS/PRINCIPALS EVER BEEN TERMINATED FROM ACCEPTING PAYMENT CARDS FROM ANY PAYMENT NETWORK FOR THIS BUSINESS OR ANY OTHER BUSINESSES? [X] No [] Yes (if yes please explain)

TYPE OF BUSINESS: [] Individual/Sole Proprietorship [] Partnership [] Corporation [] LLC/State [] Non Profit (Must Provide 501(c) [] Private [] Public/Traded [X] Government [] Board Run/Operated
NATURE OF BUSINESS: [X] Retail [] Retail w/Tip [] Mail/Phone Order [] Internet [] Restaurant [] Fast Food [] Lodging [] QSR [] Convenience [] Public Sector [] Petroleum [] Utility [] Other
Length of time in business: 79 Years 0 Months
Product or Service being offered: _____

Method of Acceptance: (Totals to equal 100%)
Credit Cards Swiped: 90 % AMV: 5 % (Merchant processing less than 70% swipe merchants must complete the AMV/10 Questionnaire cover)
Cash Entered: 5 % Interest: 0 % (TRR)
Annual VMC Volume: \$ 2,717,062.00 Monthly Payment Card Volume: \$ 226,421.00
American Express Volume: \$ 226,421.00
Avg Ticket: \$ 43.00 High Ticket: \$ 2600.00

Merchant's URL(s): _____
Merchant Name to appear on Statement: [X] DBA Name [] Legal Name
Other: _____

DOES MERCHANT USE AN INDEPENDENT SERVICE THAT STORES, MAINTAINS OR TRANSMITS CARDHOLDER INFORMATION? [] No [X] Yes (if yes please provide)
NAME: EMONEYD VERSION NUMBER: 4.7
DOES MERCHANT USE A FULL SERVICE HOUSE TO UTILIZE PROPERTY? [X] No [] Yes (if yes please provide)
NAME: _____ PHONE NUMBER: _____
HAS MERCHANT OR OWNERS/PRINCIPALS EVER FILED BUSINESS BANKRUPTCY AND/OR PERSONAL BANKRUPTCY? [X] No [] Yes (if yes please provide)
Explanation: _____

BANK ACCOUNT INFORMATION: [X] Checking Account [] Savings Account Bank Name: TD BANK Attach voided check for the operating account where funds are to be deposited
Branch # (ABA Routing): _____ Account # (DBA): _____ Contact: _____ Phone #: _____
* By providing the above referenced information you are authorizing Bank to initiate ACH debit and credit transactions to said account

SCHEDULE A: VISA/MASTERCARD/DISCOVER/AMERICAN EXPRESS DISCOUNT RATES & FEES:
CARD FEES:
INTERCHANGE (COST PLUS)
CREDIT:
VS BPS: 0.15 % \$0.09
MC BPS: 0.15 % \$0.09
DISC BPS: 0.50 % \$0.09
AMEX BPS: 0.25 % \$0.09
DEBIT / PIN:
Offline / Online Debit: 0.30 % \$0.09
OTHER FEES:
Application Fee: \$0.00
Monthly Minimum Fee: \$0.00
Equipment/Reprogramming Fee: \$0.00
EMoney Setup Fee: \$0.00
Statement Fee: \$7.50
ACH Fee: \$0.00
EMoney User Fee: \$2.00
EMoney Monthly Fee: \$0.00
RESP Net Fee: \$0.00
Checkback Fee: \$15.00
Annual PCI Fee: \$150.00
Monthly PCI Fee: \$0.00

You have the option of accepting MasterCard credit cards, Visa credit cards, American Express credit cards, credit cards issued by Discover, MasterCard signature debit cards (MasterMoney Cards) or Visa signature debit cards (Check Cards), or debit cards issued by Discover. You may elect to accept any or all of these card types for payment. If you do not specifically indicate otherwise, your application will be processed to accept ALL MasterCard, American Express, Discover, and Visa card types.
Elected Visa, Discover, American Express or MasterCard card types NOT to accept: _____

Site Inspection:
Merchant: [X] Owner [] Rent [] Landlord
Building Type: [] Shopping Center [] Office Building [] Industrial Building [] Residence
Area Zoned: [X] Commercial [] Industrial [] Residential
Square Footage: [] 1-500 [] 501-2500 [] 2501-5000 [X] 5001-10000
Based upon your review, does Merchant have the appropriate facilities, equipment, inventory, personnel and license to operate their business? [] No [X] Yes
Comments: _____
Inspector Name: Morgan Kampa Inspector Date: _____ Signature: [Handwritten Signature]

NO/TO QUESTIONNAIRE: COMPLETE THIS SECTION IF PROCESSING LESS THAN 70% CARD PRESENT:

What percentage of sales are to: Business Customer _____ % Individual Customer _____ %

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 orders? 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/inventories? No Yes Is the product stored at your business location? No Yes If no, where is it stored? _____

After charge authorization, how long until product ships? _____ days Who ships the product _____

Product shipped by Merchant Other _____ Delivery receipt requested? Yes No

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. What this means for you: When you open an account we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask for a copy of your driver's license or other identifying documents.

MERCHANT APPLICATION AND AGREEMENT ACCEPTANCE (Capitalized terms not defined in this Acceptance section have the meanings set forth in the Terms and Conditions section)

"By executing this Merchant Application on behalf of the merchant described above ("Merchant"), the undersigned individual(s) represent(s) warrant(s) and acknowledge(s) that: (i) All information contained in this Merchant Application ("Application") is true, correct and complete as of the date of this Application, (ii) If the Merchant is a corporation, limited liability company, or partnership the individual(s) executing this Application have the requisite legal power and authority to complete and submit this Application on behalf of the Merchant and to make and provide the acknowledgements, authorizations and agreements set forth herein on behalf of the Merchant and individually; (iii) The information contained in this Application is provided for the purpose of obtaining, or maintaining, a merchant account for the Merchant with the Sponsor Bank ("BANK") and BANK will rely on the information provided herein in its approval process and in setting the applicable Discount Rate, Approved Average Ticket, and Approved Monthly Bankcard Volume; (iv) BANK is authorized to investigate, either through its own agents or through credit bureaus/agencies, the credit of the Merchant and each person listed on this Application; (v) BANK will determine all rates, fees and charges and notify Merchant of the approved fees and by Merchant's submission and acceptance of Merchant's first settled transaction, Merchant agrees to pay such approved fees; (vi) The Merchant Agreement will not take effect until Merchant has been approved by BANK and a merchant number has been issued to merchant; and (vii) The undersigned has received, read, understood, the Merchant Agreement, which is incorporated herein by reference thereto, and agrees on behalf of the merchant to be bound by the terms of such Merchant Agreement. The merchant on whose behalf this Application is being submitted acknowledges that if this Application is being submitted to Merit Bank as the Sponsor Bank, ETS CORPORATION will may also be a party to this Merchant Agreement. In such case, Merchant acknowledges that ETS CORPORATION will rely on the representations and warranties set forth in this Application for Merchant Agreement and unless otherwise specified or prohibited by Association or applicable law, ETS CORPORATION will have all the rights to BANK under the Merchant Agreement and Acceptance.

By checking this box, Merchant opts out of receiving future commercial marketing communications from American Express

MERCHANT:

Principal #1: Bob Solari Date: 1.15.2019

Print Name: BOB SOLARI Title: Chairman

Principal #2: _____ Date: _____

Print Name: _____ Title: _____

BANK:

By: [Signature] Date: _____

Name and Title: HADI AKKAD - VP

ETS CORPORATION
By: [Signature] Date: _____

Name and Title: HADI AKKAD - VP

CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR (Capitalized terms not defined in this Guaranty section have the meanings set forth below in the Terms and Conditions section)

By signing below, each individual or entity ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to ETS CORPORATION and BANK the prompt payment and full and complete performance of all obligations of the Merchant identified above under the Merchant Agreement, including, without limitation, all promises and guarantees of the Merchant, and all amounts payable by the Merchant under the Merchant Agreement, including, without limitation, charges, interest, costs and other expenses, such as attorney's fees and court costs. Each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because: (1) the Merchant Agreement cannot be enforced against the Merchant for any reason, including, without limitation, bankruptcy proceedings; (2) either ETS CORPORATION or BANK agrees to changes or modifications to the Merchant Agreement, with or without notice to Guarantor; (3) ETS CORPORATION or BANK releases any other Guarantor or the Merchant from any obligation under the Merchant Agreement; (4) any law, regulation, or order of any public authority affects the rights of either ETS CORPORATION, Merchant, or BANK under the Merchant Agreement; and/or (5) anything else happens that may affect the rights of either ETS CORPORATION or BANK against the Merchant or any other Guarantor. Each Guarantor further agrees that (a) ETS CORPORATION and BANK each may enforce any of its rights under this guaranty without losing such rights and hereby waives any applicable Statute of Limitations; (b) ETS CORPORATION and BANK each 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 either ETS CORPORATION or the BANK in connection with the enforcement of the Merchant Agreement 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.

Principal #1: _____ Date: _____

Print Name: BOB SOLARI Title: _____

Principal #2: _____ Date: _____

Print Name: _____ Title: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: [Signature]
DYLAN REINGOLD
COUNTY ATTORNEY

ATTEST: Jeffrey R. Smith, Clerk of Court and Comptroller

BY: [Signature]
Deputy Clerk

BANK DISCLOSURE

Member Bank Information: Merrick Bank, 135 Crossways Park Dr North, Suite A100 Woodbury, NY 11797 • Phone (800) 267-2256

Important Bank Responsibilities:

- 1 Merrick Bank is the only entity approved to extend acceptance of Visa products directly to a Merchant
- 2 Merrick Bank is responsible for educating Merchants on pertinent Visa operating regulations with which Merchants must comply
- 3 Merrick Bank, not ETS CORPORATION must hold, administer and control all reserve funds derived from settlement
- 4 Merrick Bank, not ETS CORPORATION, must hold, administer and control settlement funds for the Merchant
- 5 Merrick Bank must be a principal (signer) in the Merchant Agreement

Merchant Information: Refer to Merchant Application

Important Merchant Responsibilities:

- 1 Complying with cardholder data security and storage requirements
- 2 Maintaining fraud and chargeback rates below established thresholds
- 3 Reviewing and understanding the Merchant Agreement
- 4 Complying 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 - Merrick Bank - is the ultimate authority should the Merchant have any problems.

Present by: Bob Solari Date: _____
 Title: Chairman



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY Dylan Reingold
**DYLAN REINGOLD
COUNTY ATTORNEY**

ATTEST: Jeffrey R. Smith, Clerk of Court and Comptroller

BY: [Signature]
Deputy Clerk

PRINCIPALS/BENEFICIAL OWNERS											
Principal/Beneficial Owner #1 Name											
First	BOB	Middle Initial		Last	SOLARI	SSN		% Ownership		Title	CHAIRMAN
Home Address				City		State		Zip		Date of Birth	
Home Phone		DI # / State		Email Address							
Principal/Beneficial Owner #2 Name											
First		Middle Initial		Last		SSN		% Ownership		Title	
Home Address				City		State		Zip		Date of Birth	
Home Phone		DI # / State		Email Address							
Principal/Beneficial Owner #3 Name											
First		Middle Initial		Last		SSN		% Ownership		Title	
Home Address				City		State		Zip		Date of Birth	
Home Phone		DI # / State		Email Address							
Principal/Beneficial Owner #4 Name											
First		Middle Initial		Last		SSN		% Ownership		Title	
Home Address				City		State		Zip		Date of Birth	
Home Phone		DI # / State		Email Address							
Controlling Position/Beneficial Owner Name											
First	BOB	Middle Initial		Last	SOLARI	SSN		% Ownership		Title	CHAIRMAN
Home Address				City		State		Zip		Date of Birth	
Home Phone		DI # / State		Email Address							
										Controlling Interest	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

CERTIFICATION OF BENEFICIAL OWNERS

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entities customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e. the beneficial owners) helps law enforcement investigate and prosecute these crimes.

By signing below, I attest that I have accurately provided the name, address, date of birth and Social Security Number (SSN) for the following individuals (i.e. the beneficial owners):

- (i) Each individual, if any, who owns directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); gud
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 10% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)).

I, the undersigned Bob Solari, Chairman, certify that all of the information furnished above with regard to information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above, is complete and accurate.

Signature: Bob Solari
Bob Solari, Chairman

Date: January 15, 2019

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY [Signature]
DYLAN REINGOLD
COUNTY ATTORNEY

ATTEST: Jeffrey R. Smith, Clerk of Court and Comptroller

BY: [Signature]
Deputy Clerk

