


Resolution 2025-R-24

A Resolution authorizing the City of Irondale to enter into an Agreement Addendum with Nexbillpay, LLC for Swiper Services

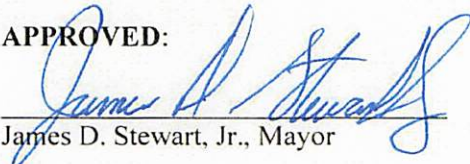
THEREFORE BE IT RESOLVED that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute an agreement with Nexbillpay, LLC for swiper services at the Irondale Senior Activity Center for a one-time fee of One Hundred Twenty Five and 00/100 Dollars (\$125.00) as well as any other documents necessary to secure such services.

ADOPTED AND APPROVED: This 21st day of January 2025.



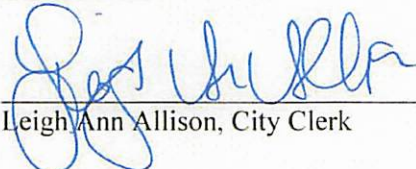
David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

ATTESTED:



Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on January 21, 2025, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk



Nexbillpay Swiper Agreement Addendum
All Terms & Conditions apply to the original document.

I. Adding Additional Swiper

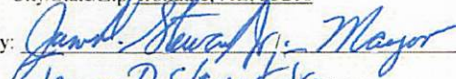
IVR Pay by Phone – Visa /MC/Discover/Amex	
Mag-Tek Swiper	Count: 1
	\$125.00/per
	Total: \$125.00

The parties have caused this agreement to be executed by their duly authorized representatives on the date of each signature below.

City of Irondale

Address: 101 20th Street South

City/State/Zip: Irondale, AL, 35210

By:  (Sign/Title)

James D Stewart Jr (Print)

1 / 22 / 2025 (Date)

Nexbillpay, LLC-DBA: Nexbillpay

2416 Green Springs Highway

Birmingham, AL 35209

By : Brock Baker / Inside Sales-Marketing

Brock Baker

01/09/2025



Application ID:
Office: 205554
Rep: 375088

Merchant ID: _____ SIC/MCC: 9399
MERCHANT APPLICATION & AGREEMENT

BUSINESS NAME(S) (please print clearly)			
EXACT LEGAL NAME (AS SHOWN ON FEDERAL TAX RETURN): City of Irondale		BUSINESS DBA NAME: City of Irondale Senior Center	
MAILING/BILLING ADDRESS: 101 20th Street		PHYSICAL STREET ADDRESS (IF DIFFERENT FROM MAILING ADDRESS): 5313 Beacon Dr.	
CITY STATE ZIP: Irondale, AL 35210		CITY STATE ZIP: Irondale, AL 35210	
CORPORATE PHONE #: (205) 951-1418	FAX #:	DBA PHONE #: (205) 951-1418	DBA CONTACT NAME: Julie Wright
CORPORATE EMAIL: Jwright@cityofirondale.gov		DBA EMAIL: Jwright@cityofirondale.gov	
WEBSITE ADDRESS: https://cityofirondaleal.gov/		CHARGEBACK EMAIL ADDRESS: Jwright@cityofirondale.gov	
Mail Monthly Statement: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Mail Correspondence To: <input checked="" type="checkbox"/> Physical Street Address <input type="checkbox"/> Mailing/Billing Address		CHARGEBACK EMAIL ADDRESS 2:
MERCHANT PROFILE (be accurate-must be approved by bank)			
TYPE OF OWNERSHIP: Municipality			FEDERAL TAX #: 636001299
TYPE OF GOODS OR SERVICES SOLD: Other		Have you ever accepted Visa/MasterCard/American Express/Discover/Wex/Voyager? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list name of most recent processor: _____	
Has this business or any associated principal been terminated as a Visa/MasterCard, Discover, Wex/Voyager or American Express merchant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Has MERCHANT or any associated principal identified below filed bankruptcy or been subject to involuntary bankruptcy? <input type="checkbox"/> Yes Date: <input type="checkbox"/> No	
YEARS APPLICANT OWNED BUSINESS: 138	# OF LOCATIONS: 1	HOURS OF OPERATION: M-F: 8:30am-3:30pm SAT/SUN: NA	
TICKET SIZE	BANKCARD SALES PROFILE (be accurate)		MERCHANT TYPE
Requested Ticket Size*: AVERAGE: \$50.00 HIGH: \$5,000.00	Card Swipe: 0%	<input type="checkbox"/> Retail <input type="checkbox"/> Lodging/Car Rental	
Monthly Volume*: AVERAGE: \$10,500.00 HIGH: \$21,000.00	Manual with Imprint, Card Present: 0%	<input type="checkbox"/> Restaurant <input type="checkbox"/> B2B	
Annual Volume*: \$126,000.00	Mail/Telephone Order: 0%	<input type="checkbox"/> Service <input type="checkbox"/> City/Government	
*The Ticket Size and Monthly Volume amounts are subject to credit approval.	Internet: 100%	<input type="checkbox"/> Seasonal	
	Total: 100%	<input type="checkbox"/> Internet	
		<input checked="" type="checkbox"/> MOTO	
OWNERS / CERTIFICATION OF BENEFICIAL OWNER(S) / AUTHORIZED SIGNERS			
1. LEGAL FIRST NAME: Leigh	FULL LEGAL MIDDLE NAME:	LEGAL LAST NAME: Allison	TITLE: City Clerk
RESIDENCE ADDRESS:		CITY:	DATE OF BIRTH: 11/14/1979
			SSN:
			PHONE #: (205) 951-1418
			% OWNERSHIP:
2. LEGAL FIRST NAME:	FULL LEGAL MIDDLE NAME:	LEGAL LAST NAME:	TITLE:
RESIDENCE ADDRESS:		CITY:	DATE OF BIRTH:
			SSN:
			PHONE #:
			% OWNERSHIP:
Federal Beneficial Owner(s) regulations require the above information for each individual who owns 25% or more of the legal entity and an individual responsible for managing the legal entity (e.g., Chief Executive Officer, Chief Financial Officer, Managing Member, General Partner, President, Vice President, Treasurer).			
BUSINESS TRADE SUPPLIERS			
NAME:	PRODUCT PURCHASED:	CONTACT:	PHONE:
MERCHANT SITE SURVEY REPORT (to be completed by sales representative)			
MERCHANT LOCATION: <input type="checkbox"/> Retail Location with Store Front <input checked="" type="checkbox"/> Office Building <input type="checkbox"/> Residence <input type="checkbox"/> Warehouse <input type="checkbox"/> Other: _____			
THE MERCHANT: <input checked="" type="checkbox"/> Owns <input type="checkbox"/> Leases the Business Premises Landlord/Business Premises Owner Name & Phone Number: _____			
MERCHANT REFERRED BY:			
I hereby verify that this application has been fully completed by the Merchant Applicant and that I have physically inspected the business premises of the Merchant at this address, and the information stated above is true and correct to the best of my knowledge and belief.			
REPRESENTATIVE SIGNATURE Brock Baker	OFFICE #: 205554	REP. #: 375088	DATE: 02/10/2025

Rates & Fees*

VISA® / MASTERCARD® / AMERICAN EXPRESS® / DISCOVER® / WEX/VOYAGER CREDIT/CHECK CARD RATES			
Card Types to be Accepted(Visa/MasterCard): <input checked="" type="checkbox"/> Both <input type="checkbox"/> Credit/Business <input type="checkbox"/> Consumer Signature Debit			
Please note: If MERCHANT elects not to accept "both", additional registration is required by Visa and MasterCard, and approval of the merchant account will be delayed until all necessary forms are submitted.			
<input type="checkbox"/> DEPOSIT FREQUENCY			
Payment/Deposit Details: Summary			
<input type="checkbox"/> CREDIT CARD			
Qualified Discount Rate: _____%	Mid-Qual Surcharge: 1.51%	Non-Qual Surcharge: 1.98%	Trans/Auth Fee: \$ _____
<p>The above Discount Rate(s) are for Qualified Check Card and/or Credit Card Transactions only. Discount Rates are based on several factors, including but not limited to: Merchant's business type, method of sale, processing procedures, and type of card accepted for payment. The previously mentioned factors and/or deviations from the standards established by Visa/MasterCard/Discover/PayPal will result in increased Discount Rates. If applicable, Transactions that fall within the Mid-Qualified or Non-Qualified category will be assessed the surcharge rates listed above. See the Merchant Processing Terms & Conditions for additional information. In addition to the Per Item Fee, the Transaction Fee listed above will also be assessed on each check card transaction.</p> <p>If Merchant accepts debit or EBT transactions and Debit/EBT fees on the Merchant Application and Agreement are not completed, debit and EBT transactions will be assessed with the transaction/authorization fee listed above and debit interchange will be billed at pass-through rates.</p>			
<input type="checkbox"/> CHECK CARD			
Qualified Discount Rate: _____%	Mid-Qual Surcharge: 1.51%	Non-Qual Surcharge: 1.98%	Trans/Auth Fee: \$ _____
Per Item Fee: \$0.05			
<input type="checkbox"/> REGULATED CHECK CARD			
Qualified Discount Rate: _____%	Per Item Fee: \$0.12		
<p>The above Discount Rate is for Regulated Check Card Transactions only.In addition to the Per Item Fee, the Transaction Fee listed in the Credit/Check Card section will also be assessed on each check card transaction. Discount rates are based on several factors, including but not limited to: Merchant's business type, method of sale, processing procedures, and type of card accepted for payment. The previously mentioned factors and/or deviations from the standards established by Visa/MasterCard/Discover will result in increased Discount rates. See the Merchant Processing Terms & Conditions for additional information.</p>			
<input type="checkbox"/> FLAT RATE			
Discount Rate: _____%	Trans/Auth Fee: \$ _____	Monthly Fee: \$ _____	
See the Merchant Processing Terms & Conditions for additional information.			
<input checked="" type="checkbox"/> INTERCHANGE PASS-THROUGH			
Interchange + Dues, Fees & Assessments + 0.025%	Trans/Auth Fee: \$0.055	Per Item Fee: \$0.00	
Discover Pass-Through + Dues, Fees & Assessments + 0.025%	Trans/Auth Fee: \$0.055	Per Item Fee: \$0.00	
MasterCard Pass-Through + Dues, Fees & Assessments + 0.025%	Trans/Auth Fee: \$0.055	Per Item Fee: \$0.00	
Visa Pass-Through + Dues, Fees & Assessments + 0.025%	Trans/Auth Fee: \$0.055	Per Item Fee: \$0.00	
<p>Interchange rates and levels at which transactions qualify are based on several factors, including but not limited to: Merchant's business type, method of sale, processing procedures, transaction amount and type of card accepted for payment. American Express rates are based on the actual amount of each transaction and will be assessed a 0.30% charge for any non-swiped or digitally enabled transactions. The previously mentioned factors and/or deviations from the standards established by Visa/ MasterCard/American Express/Discover may result in increased rates. If applicable, Transactions that fall within the Mid-Qualified or Non-Qualified category will be assessed the surcharge rates listed above. See the Merchant Processing Terms & Conditions and the American Express Card Acceptance Terms & Conditions for additional information and terms of use. In addition to the Transaction Fee, the Per Item Fee listed above will also be assessed on each check card transaction.</p> <p>If Merchant accepts debit or EBT transactions and Debit/EBT fees on the Merchant Application and Agreement are not completed, debit and EBT transactions will be assessed with the transaction/authorization fee listed above and debit interchange will be billed at pass-through rates.</p>			
<input type="checkbox"/> AMERICAN EXPRESS OPT BLUE® FLAT RATE			
Discount Rate: _____%	Trans Fee: \$ _____		
<p>American Express rates are based on the actual amount of each transaction and will be assessed a 0.30% charge for any non-swiped or digitally enabled transactions. See the American Express Card Acceptance Terms & Conditions for additional information and terms of use. AMEX prepaid transactions will be processed at the AMEX Discount Rate stated above. Eligible Merchants will be set up with the above listed AMEX rate(s) through American Express' OptBlue program, if available. If Merchant's account is not eligible for the OptBlue program, Merchant will be set up directly with American Express under their current rates.</p> <p>If Merchant accepts debit or EBT transactions and Debit/EBT fees on the Merchant Application and Agreement are not completed, debit and EBT transactions will be assessed with the transaction/authorization fee listed above and debit interchange will be billed at pass-through rates.</p>			
<input type="checkbox"/> AMERICAN EXPRESS OPT BLUE® ONE RATE			
Discount Rate: _____%	Trans Fee: \$ _____		
<p>American Express rates are based on the actual amount of each transaction and will be assessed a 0.30% charge for any non-swiped or digitally enabled transactions. See the American Express Card Acceptance Terms & Conditions for additional information and terms of use. AMEX prepaid transactions will be processed at the AMEX Discount Rate stated above. Eligible Merchants will be set up with the above listed AMEX rate(s) through American Express' OptBlue program, if available. If Merchant's account is not eligible for the OptBlue program, Merchant will be set up directly with American Express under their current rates.</p>			
<input checked="" type="checkbox"/> AMERICAN EXPRESS OPT BLUE® PASS-THROUGH			
Wholesale Fees + <u>0.030</u> %	Trans Fee: \$0.055		
<p>American Express rates are based on the actual amount of each transaction and will be assessed a 0.30% charge for any non-swiped or digitally enabled transactions. See the American Express Card Acceptance Terms & Conditions for additional information and terms of use. AMEX prepaid transactions will be processed at the AMEX Discount Rate stated above. Eligible Merchants will be set up with the above listed AMEX rate(s) through American Express' OptBlue program, if available. If Merchant's account is not eligible for the OptBlue program, Merchant will be set up directly with American Express under their current rates.</p>			
PCI PROGRAM			
<input type="checkbox"/> Annual PCI Fee: \$0.00	<input type="checkbox"/> Monthly PCI Fee: \$0.00	<input type="checkbox"/> PCI Non-Compliance Fee: \$0.00 per month	

Merchant Application & Agreement, continued

OTHER FEES†	
<input type="checkbox"/> Daily Discount	<input checked="" type="checkbox"/> Monthly Discount
Annual Fee: \$0.00	AVS Fee: \$0.025 per transaction
Batch/Settlement Fee: \$0.25 per batch	CVV2 Auth Fee: \$0.0025 per item
Chargeback Fee: \$25.00 per item	DDA/DBA Change Fee: \$35.00 per request
Declined Authorization Fee: \$0.02 per item	Mastercard ICA Fee: \$0.34
Monthly Maintenance Fee: \$5.00 per month	Monthly Minimum: \$0.00
Regulatory Compliance Fee: \$3.42 per month	Retrieval Fee: \$10.00 per item
Return Draft Fee: \$30.00 per item	Visa BIN Fee: \$0.33
Voice Authorization Fee: \$0.95 per request	

Would Merchant like to receive American Express marketing materials? Yes No
 (See the American Express Card Acceptance Terms & Conditions for additional information.)

STATEMENT NOTICE: Unless specified otherwise, monthly statements are available on-line through FirstView. The FirstView website (URL) and password will be provided in your welcome kit.

†Additionally dues, fees, and assessments ("DF&A") will be assessed on each transaction. DF&A for each card brand will be reflected as a separate line item on Merchant's monthly statement. The following brand-related fees may be assessed or be itemized on Merchant's statements: Auth Processing Fee for VS Credit (AUTH PRC CR VS), Auth Processing Fee for VS DB (AUTH PRC DB VS), Auth Processing Fee for VS International Credit (AUTH PRC CR INTL VS), Auth Processing Fee for VS International DB (AUTH PRC DB INTL VS), Primary Account Number Status Check-VS (PAN STATUS CHECK-VS), Primary Account Number Status Check-VS Debit (PAN STATUS CHECK-VS DB), Primary Account Number Status Check-VS International (PAN STATUS CHECK-VS INTL), Non-Settle Fee for VS (NON STL VS TRAN), Transaction Integrity Fee for VS (TIF FOR VS TRAN), Zero Floor Limit for VS (NO AUTH VS TRAN), Cross Border Fee for VS (XBRD FOR VS VOL), International Assessment Fee for VS (INTL FOR VS VOL), Fixed Acquirer Network Fees for VS (INTWK FEE FOR VS), Base II System File Transmission Fee for VS (TRANSMISSION VS), Fallback Fee VS (FALLBACK FEE VS), Excessive Authorization Declines VS (XAUTH DCL-VS), Excessive Authorization Declines VS International (XAUTH DCL-VS INTL), Repeat Authorization Decline Fee VS (STOP PYMT AUTH FEE VS), Category 1 Decline VS (CAT1 DCL VS), Category 1 Decline International VS (CAT1 DCL VS INTL), Manual Cash Switch VS (MNL CSH SWITCH VS), Mag Stripe Data Contactless Fee (MSD CONTACTLESS FEE VS), Estimated Auth VS (ESTIMATED AUTH VS), Incremental Auth VS (INCREMENTAL AUTH VS), Commercial Solutions Acquiring Fee VS (COM SOL ACQ FEE-VS), Network Acquirer Brand Usage Fee or NABU / Safety Net for MC (BRND USG FEE/SAFETY NET MC), Processing Integrity Fee-Preauthorization (PREAUTH-MC), Processing Integrity Fee-Undefined Authorization (UNDEF AUTH-MC), Processing Integrity Fee-Final Authorization (FNL AUTH-MC), Processing Integrity Fee-Final Authorization-Minimum (FNL AUTH MIN-MC), Nominal Amount Authorization MC (NOM AMT AUTH-MC), Global Acquiring Program Fee for MC (ACQ PRG MC VOL), Cross Border Fee for MC (XBRD FOR MC VOL), Network & Location Fee for MC (INTWK/MER FEE - MC), Excessive Authorization Attempts (EXCESSIVE AUTH ATTEMPTS-MC), Acquirer Interchange Compliance Downgrade Fee-MC (INT COMP DWNGRD-MC), Acquirer Transaction Fee-Quantity based 3D Secure MasterCard Identity Check (3DS VOL FEE-MC), Network Fee for MC (NTWK FEE FOR MC), Digital Enablement Fee for MC (DGT ENBL MC VOL), Installment Program Fee A MC (INSTLL-A FEE MC), Installment Program Fee B MC (INSTLL-B FEE MC), Credential Continuity Program MC (CCP FEE MC), TPE Advice Code MC (TPE ADV CODE MC), (DELIN CODE MC), Connectivity MC (CONNECTIVITY MC), Mail Order Telephone Order Fee MC (MOTO FEE-MC), Data Usage for DS (DAT USG DS TRAN), International Processing Fee for DS (INTL PRC DS VOL), International Service Fee for DS (INTL SRV DS VOL), Program Integrity Fee for DS (PRG INTEGRITY FEE DS), Account Verification Fee DS (ACCT VERF FEE DS), Address Verification for DS Transaction (AVS FOR DS TRAN), Digital Investment Fee DS (DGT INV FEE DS), Inbound Fee for AX (INBOUND AX VOL), Assessment fee for AX (ASSESSMENT FEE-AX), Non-Swiped Transaction Fee for AX (NONSWIPE AX VOL), Non-swiped Application-initiated Transaction Fee (NONSWIPE APP INT AX VOL), Acquirer Transaction Fee AX (ACQ TRANS FEE AX), and Program Continuation Fee for AX (PRG CONT FEE AX VOL).

To opt out of the MasterCard Installment Program, go to the MasterCard tab on <http://www.merchantnotification.com/> .

WIRELESS FEES (IF APPLICABLE)	
Monthly Access Fee (Per Terminal): \$15.00	Quantity: _____
Wireless Comm Monthly Fee Total: \$ _____	Wireless Activation/Re-Activation Fee (Per Terminal): \$20.00
SIM: _____	

*BANK shall have the right to adjust charges as necessary to offset any direct or indirect cost to BANK associated with providing services hereunder including without limitation increased costs associated with collection and administration of chargebacks, fees charged by the card networks (for example, interchange, dues, fees, and assessments charged by Visa, Mastercard, American Express, Discover, or Wex/Voyager), fees charged by other providers in processing, increases in the cost of living index or changes in rules, regulations, or operating procedures of the card networks. Please see the "FEE DISCLOSURE" section of the Merchant Processing Terms and Conditions for additional information.

Additional Products & Services

DEBIT / EBT		
Debit Discount Rate: _____%	Debit Access Fee: \$7.00	Debit Transaction Fee: \$0.35
<input type="checkbox"/> Cashback: Cashback Limit: (Cashback limit cannot exceed \$500.00)	<input type="checkbox"/> EBT Transaction Fee: \$0.20 per transaction	
FCS #: _____	FNS #: _____	
<input checked="" type="checkbox"/> Pass-Thru of Debit Interchange & Network Fees		
See Merchant Processing Terms & Conditions for other Debit/EBT related fees.		
By applying for EBT processing services and providing the FCS/FNS number(s), Merchant warrants it is an approved and authorized agent of the State or Government to conduct EBT transactions. Additional paperwork may be required.		

DUAL PRICING	
Cash Discount Rate: _____%	Dual Pricing Fee (Monthly): \$ _____



Member Bank (Acquirer) Information:

Acquirer Name:	Fifth Third Bank, N.A.
Acquirer Address:	Attn: Relationship Manager, 38 Fountain Square Plaza, Cincinnati, OH 45263
Contact Phone:	817-317-2996
Acquirer Phone:	866-250-9764

Important Member Bank (Acquirer) Responsibilities:

1. Fifth Third Bank, N.A. is the only entity approved to extend acceptance of MasterCard® and Visa® products directly to a Merchant.
2. Fifth Third Bank, N.A. must be a principal to the Merchant Agreement.
3. Fifth Third Bank, N.A. is responsible for educating Merchants on pertinent MasterCard® and Visa® Operating Regulations with which Merchants must comply.
4. Fifth Third Bank, N.A. is responsible for settlement of funds to the Merchant.
5. Fifth Third Bank, N.A. is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

1. Ensure compliance with cardholder data security and storage requirements. (See the Merchant Processing Terms & Conditions.)
2. Maintain fraud and chargebacks below acceptable thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with MasterCard®, Visa®, American Express®, Discover®, and Wex/Voyager Operating Regulations.

THIS AGREEMENT is made by and between Fifth Third Bank, N.A., an Ohio banking corporation, Member FDIC, and DELUXE (collectively "BANK" and "MERCHANT"), whose name and address are stated on the Merchant Application & Agreement.

Member Bank Disclosure: The responsibilities listed below do not supersede terms of the Merchant Application & Agreement or Merchant Terms & Conditions and are provided to ensure Merchant understands the important obligations of each party.

Debit/Credit Authorization: MERCHANT hereby authorizes BANK to initiate Automated Clearing House ("ACH") debit/credit entries to any BANK account for all fees, costs, and amounts due to BANK or payable to MERCHANT pursuant to this MERCHANT Application & Agreement and ACH rules and regulations. In the event that a credit or debit entry is erroneously initiated, MERCHANT authorizes BANK immediately to correct such error. The authorizations set forth herein shall remain in full force and effect until all obligations of MERCHANT to BANK have been performed in full and BANK has received payment of all fees, costs, and amounts due or which may become due from MERCHANT. This authorization extends to all entries including, but not limited to, lease, rental or purchase agreements for POS terminals and/or accompanying equipment and amounts due for supplies and materials. MERCHANT/Applicant authorizes the BANK, American Express, and any other credit reporting agency employed by BANK, or any other agent of BANK, to make inquiries the BANK deems appropriate, including but not limited to background investigations, credit reports, and other lawful sources to screen, investigate, verify, monitor or research any information obtained from MERCHANT or contained herein for the purpose of this application or any application for accompanying POS terminal(s) or equipment financing. MERCHANT authorizes BANK to release information disclosed on the MERCHANT Application & Agreement and/or information regarding MERCHANT's transactions and experiences between BANK and MERCHANT to BANK's vendors, affiliates, third parties or business partners, and to use stated information for marketing and administrative purposes. MERCHANT may not change or alter its account information without thirty (30) days prior written notification to BANK and the execution of any forms or instruments deemed reasonably necessary by BANK. MERCHANT may revoke Debit/Credit authorization by calling (855)975-0907 or logging into FirstView and following the instructions under Account Settings. Revoking authorization may result in immediate account termination or suspension of future settlement to MERCHANT's bank account. MERCHANT may also be subject to an Early Termination Fee, if applicable under the terms of this Agreement.

MERCHANT and/or Guarantor certifies that the information supplied in the Merchant Profile Section is accurate and acknowledges that the requested amounts must be approved by BANK. Any variance to this information as approved by BANK could result in delayed and/or withheld settlement of funds. Also, see the Merchant Processing Terms & Conditions for more information.

Term; Termination. This Agreement shall continue in full force and effect for a term of one (1) month. Thereafter, the Agreement will automatically renew for additional one-month periods. MERCHANT may terminate this Agreement for convenience at any time by providing 30 days' written notice. For cancellation inquiries, MERCHANT may contact Customer Service at (888)453-4538 or log into FirstView and follow the instructions under Account Settings. ANY TERMINATION OF THIS AGREEMENT WILL NOT TERMINATE ANY LEASE AGREEMENT. ANY LEASE AGREEMENT SHALL BE ENFORCEABLE IN ACCORDANCE WITH ITS TERMS REGARDLESS OF ANY TERMINATION OF THIS AGREEMENT

Automatic Renewal. This Agreement will automatically renew at the end of the initial term for successive renewal terms of one (1) month each. MERCHANT agrees that its bank account information will be used to obtain amounts due under this Agreement for payment processing services during the initial term and any renewal term. To avoid extending the term, you must give BANK notice of non-renewal/cancellation prior to the renewal term by calling Customer Service at (888)453-4538 or log into FirstView and follow the instructions under Account Settings

All parties mutually agree that this is a commercial contract between businesses, not a consumer contract.

IMPORTANT NOTICE: All information contained in this application was supplied by MERCHANT and/or Guarantor. BANK shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of BANK. First American Payment Systems, L.P. may exercise the legal rights and receive the benefits of Fifth Third Bank, N.A., an Ohio banking corporation, Member FDIC of all provisions, terms and conditions hereof.

Assignment of Application/Agreement: This application and, if accepted by assignee hereunder in accordance with the terms and conditions of this application, this Agreement may be assigned by Fifth Third Bank, N.A., an Ohio banking corporation, Member FDIC, and/or First American Payment Systems, L.P. (hereinafter defined as "Bank"), or their respective affiliates or subsidiaries, to third parties without prior notice to MERCHANT. In the event of such assignment, all rights and obligations of Bank set forth in this application and this Agreement will be assumed by such third party or parties. By signing below, MERCHANT hereby consents to such assignment.

MERCHANT UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN ACCEPTED BY BANK AND A MERCHANT NUMBER IS ISSUED. MERCHANT UNDERSTANDS THAT, UPON ACCEPTANCE BY BANK, THIS AGREEMENT SHALL BE A BINDING CONTRACT THAT IS ENFORCEABLE BY AND AGAINST MERCHANT AND BANK. THIS AGREEMENT IS COMPRISED OF THIS MERCHANT APPLICATION & AGREEMENT, THE MERCHANT PROCESSING TERMS & CONDITIONS, AND ALL DOCUMENTS INCORPORATED OR APPENDED HEREIN OR THEREIN.

MERCHANT and each Guarantor by signing below acknowledge to have received, read, and be bound by the Merchant Application & Agreement and the Merchant Processing Terms & Conditions. By signing below, MERCHANT acknowledges no verbal agreements or representations have been made and MERCHANT and Guarantor have relied solely on the Merchant Application & Agreement and the Merchant Processing Terms & Conditions. The undersigned personally warrants and represents that the persons identified in numbers 1 and/or 2 have the authority to execute the Merchant Application & Agreement and the Merchant Processing Terms & Conditions on behalf of the herewithin named entity and bind the entity to the Merchant Processing Terms & Conditions.

We require that you supply your business information and banking details to provide services to you. We may also use your information to communicate with you about your account, to provide any additional service you require, to manage your account, and for any other reason contemplated under the Merchant Application & Agreement.

By signing below, the undersigned hereby certifies, to the best of their knowledge, that the information provided in the Owners/Certification of Beneficial Owner(s) section is complete and correct.

PRINT LEGAL NAME OF MERCHANT BUSINESS AS SHOWN ON FEDERAL TAX RETURN - DO NOT SIGN INCOMPLETE DOCUMENT

City of Irondale Senior Center

[Signature]

City Clerk

2/11/2025

#1 FROM APPLICATION - SIGNATURE

TITLE

DATE



INDIVIDUAL GUARANTY (NO TITLES)

The undersigned jointly and severally (if more than one) unconditionally guarantee to Fifth Third Bank, N.A., an Ohio banking corporation, Member FDIC, First American Payment Systems, L.P., and their successors and assigns ("BANK") the full and prompt payment when due and performance of all the obligations of every kind of MERCHANT arising directly or indirectly out of the Merchant Application & Agreement, Merchant Processing Terms & Conditions and all amendments or extensions thereto (collectively, the "Agreement") or any document or agreement executed and delivered by MERCHANT in accordance with the terms of the Agreement. This is a continuing guarantee and shall not be discharged or affected by each of the undersigned, shall bind the estate, heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignees or successor of BANK. Each of the undersigned hereby consents and agrees that BANK may at any time, and from time to time, without notice to or further consent from any Guarantor, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf or for its account, securing the liability of MERCHANT hereby guaranteed; substitute for any collateral so held by it other collateral of like kind, or of any kind; grant releases, compromises and indulgences with respect to the liability of MERCHANT hereby guaranteed and to any persons or entities now or hereafter liable therefore or hereunder; release any Guarantor of MERCHANT; or take or fail to take any action of any type whatsoever, and no such action which BANK shall take or fail to take in connection with the Agreement or for the performance of any obligations or undertakings of MERCHANT, nor any course of dealing with MERCHANT or any other person, shall release any Guarantor's obligations hereunder, affect this Guaranty in any way or afford any Guarantor any recourse against BANK. The undersigned agrees, consents and submits to the Courts of the State of Texas, County of Tarrant, and agrees that such courts shall have exclusive jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising hereunder. The undersigned agrees to pay all attorney fees and other expenses incurred by BANK. By signing below, each Guarantor hereby agrees: (i) to have read and accepted all terms and conditions of this agreement contained herein, and (ii) that he/she will benefit from the services and financial accommodations provided to MERCHANT's business. BANK may proceed against any Guarantor with or without joining or first proceeding against MERCHANT or any other persons. The undersigned further unconditionally authorize(s) BANK or its agents to investigate the information and references contained herein, and to obtain additional information about Guarantor(s) from credit bureaus and other lawful sources, including persons and companies named in the Agreement.

 GUARANTOR SIGNATURE #1 DATE GUARANTOR SIGNATURE #2 DATE

BANK ACCOUNT INFORMATION (attach voided check) Merchant banking information is required so Bank may deposit funds owed to Merchant and collect funds owed to Bank in accordance with the Merchant Application & Agreement.

NET DEPOSITS Truist Bank	ACCOUNT #: 1010004862707	ROUTING/TRANSIT #: (9 DIGITS) 062203984	ACCOUNT TYPE: Business
CHARGEBACKS	ACCOUNT #:	ROUTING/TRANSIT #: (9 DIGITS)	ACCOUNT TYPE:
FEES	ACCOUNT #:	ROUTING/TRANSIT #: (9 DIGITS)	ACCOUNT TYPE:

DELUXE is a registered ISO of Fifth Third Bank, N.A., Cincinnati, OH. Notices to BANK: all written notices under this Agreement shall be delivered to: General Counsel, 100 Throckmorton Street, Suite 1800, Fort Worth, TX 76102.



ApplicationID:
Merchant DBA: City of Irondale Senior Center
Office #: 205554
Rep #: 375088

EQUIPMENT SETUP ORDER

Merchant DBA: City of Irondale Senior Center SI to Train: Yes No
Application ID:
 Daily Discount Monthly Discount

Shipping Information

Ship To: Merchant Shipping Method: Overnight

Equipment List

TID	Equipment	Software/Front End/Template	Purchase?	Payment	Monthly Fee
	PC Software/Gateway	Authorize.net Gateway - MOTO/Ecom / TSYS (Vital)		Reprogram Refurb	



ApplicationID:
Merchant DBA: City of Irondale Senior Center
Office #: 205554
Rep #: 375088

MOTO/INTERNET ADDENDUM

- Merchant Name: City of Irondale Senior Center
- Description of Product sold: _____
- Web site address: https://cityofirondaleal.gov/
- How do you advertise products sold? _____
- Do you require a deposit from the cardholder? Yes No If yes, what percentage? _____ %
- What is your refund policy?

- Does your business sell/provide goods, services, or subscriptions that will not be rendered at time of sale, but rather at a later date? Yes No If yes, please explain:

- Do you bill credit card before product is shipped? Yes No
 If yes, how long before product is shipped? _____
- List carrier service that will deliver product: _____ N/A
- Do you house inventory, or is it shipped from your vendor(s)? Merchant Vendor N/A
 If shipped from vendor: Name of Fulfillment House: _____
 City: _____ State: _____
- Will you authorize carrier to deliver shipment without obtaining a signature? Yes No
- Foreign sales will account for what percentage of your Monthly Bankcard Volume? _____
- Have you implemented any processes to limit your exposure against Cardholder Disputes / Fraudulent credit card transactions? Yes No If yes, please explain:

The following must be submitted along with this signed and dated addendum:

- Copy of signer(s) Drivers License(s)
- Sample(s) of product brochures, promotional materials, catalogs, etc.
- Copy of Fax Authorization (If Applicable)

1. MERCHANT agrees to use and retain proof of a verifiable delivery system as means of shipment of product to customer.
2. Agreement may be immediately terminated by BANK if MERCHANT fails to comply with any of the terms of this Agreement.
3. BANK reserves the right to require a reserve account and/or a holdback from the MERCHANT's processing on any business type.
4. All other terms, representations, covenants and promises made in Agreement remain in full force and effect.
5. MERCHANT agrees to abide by all the terms listed above and the information provided above is true and correct to the best of his/her knowledge.

DocuSigned by:

2/11/2025

MERCHANT #1 FROM APPLICATION

DATE

MERCHANT #2 FROM APPLICATION

DATE