

RESOLUTION NO. 2020-42

**A RESOLUTION OF THE VILLAGE COMMISSION
OF THE VILLAGE OF BISCAYNE PARK, FLORIDA,
AUTHORIZING THE VILLAGE MANAGER TO
EXECUTE AN AGREEMENT BETWEEN SYNOVUS
BANK AND TSYS MERCHANT SOLUTIONS LLC
AND THE VILLAGE OF BISCAYNE PARK TO
BECOMING THE VILLAGE'S CREDIT CARD
MERCHANT PROVIDER; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, Synovus is established as the banking institute of all Village of Biscayne Park accounts; and,

WHEREAS, the Village Commission finds it to be in the best interest of its citizens to authorize the Village Manager to finalize the agreement between Synovus and TSYS Merchant Solutions, LLC as the merchant authority for providing credit card convenience services for the residents of the Village of Biscayne Park facilitating the payments of fees and services.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, AS FOLLOWS:

Section 1: The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

Section 2: The Village Commission hereby authorizes the Village Attorney and the Village Manager to finalize the banking agreement between Synovus Bank and TSYS Merchant Card Processing and the Village of Biscayne Park as the processor institute of credit card merchant services as per attached hereto as Exhibit "1".

Section 3. This Resolution shall become effective upon adoption.

1 PASSED AND ADOPTED this 1st day of September, 2020.
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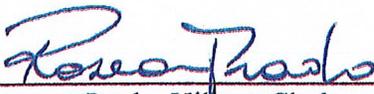
4 The foregoing Resolution was offered by Commissioner Samaria, who moved its adoption.
5 The motion was seconded by Commissioner Tudor, and upon being put to a vote the vote was as
6 follows:
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8	Virginia O'Halpin, Mayor	Yes
9	MacDonald Kennedy, Vice Mayor	Yes
10	Daniel Samaria, Commissioner	Yes
11	Roxanna Ross, Commissioner	Yes
12	William Tudor, Commissioner	Yes

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15 VILLAGE OF BISCAYNE PARK

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19 Virginia O'Halpin, Mayor
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23 ATTEST:

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27 Roseann Prado, Village Clerk
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30 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
31 USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:

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35 Edward A. Dion, Village Attorney
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APPLICATION FOR MERCHANT CARD PROCESSING

STW Short Name: SYNOVUS/AS Assoc #: 123567
 Sales Rep Name: Athena Cashman Sales Rep Code: TF-990922 Branch # (if applicable) _____

For purposes of this application, "Processor" or "TSYS" is TSYS Merchant Solutions, LLC, or one of its affiliates, located at 12202 Airport Way, Suite 100, Broomfield, CO 80021 and can be contacted at (800) 654-9256. Additional information can be found on the TSYS website, www.TSYS.com.

"Merchant Bank" or "Member Bank" is Synovus Bank, located at 1132 Broadway, 2nd Floor Jordan Building, Columbus, GA 31901, (706) 649-4900. Processor is a registered ISO/MSP of Synovus Bank.

1. BUSINESS INFORMATION

Legal Business Name (25 characters max) Village of Biscayne Park			DBA Business Name (23 characters max) Village Biscayne Park		
Legal Address 600 NE 114th Street			DBA Address (Physical location, no PO Boxes) 600 NE 114th Street		
City MIAMI	State FL	ZIP 33161	City MIAMI	State FL	ZIP 33161
Legal Phone Number (305) 899-8000		Legal FAX Number (305) 891-7241		DBA Phone Number (305) 899-8000	
				DBA FAX Number (305) 891-7241	
Email address for Notices: <u>villageclerk@biscayneparkfl.gov</u> (See "Notices" in the Merchant Card Processing Agreement included with this application for additional information relating to email address usage.)					
Customer Service Phone Number: (305) 899-8000			Length Owned? <u>84</u> Years _____ Months		
Website address: <u>www.biscayneparkfl.com</u>					
Preferred Address for:					
Statements? <input checked="" type="checkbox"/> Legal Address <input type="checkbox"/> DBA Address					
Chargebacks? <input checked="" type="checkbox"/> Legal Address <input type="checkbox"/> DBA Address <input type="checkbox"/> FAX _____					
<input checked="" type="checkbox"/> Email Address (TransLink) <u>villageclerk@biscayneparkfl.gov</u>					
Contact Name: <u>Roseann Prado</u> Title: <u>Manager</u> Phone: <u>(305) 899-8000</u>					
Any prior bankruptcies? Business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, filing date? _____ Personal: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, filing date? _____					
Business type: <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Retail with tips <input type="checkbox"/> Restaurant <input type="checkbox"/> MOTO _____% <input type="checkbox"/> Internet _____% <input type="checkbox"/> Lodging <input type="checkbox"/> Supermarket <input type="checkbox"/> Utility <input type="checkbox"/> Pharmacy <input type="checkbox"/> Business to Business _____%					
Detail business description (include Description of Products or Services Sold). Provide separate pages if needed: <u>Permits, Facility Rental, Log Cabin Rental, Recreation Classes</u>				MCC / SIC <u>9399</u>	

2. W-9 INFORMATION

Taxpayer Identification Number: (Must be 9 digits) <u>59-6000277</u>		Business Name: (as shown on your income tax return up to 40 characters) <u>Village of Biscayne Park</u>			
<input checked="" type="checkbox"/> EIN <input type="checkbox"/> Social Security Number <input type="checkbox"/> ITIN		To consent to paperless delivery of IRS notices, please review and check the box below: <input checked="" type="checkbox"/> By checking this box, you acknowledge that you have read and agree to Consent to Paperless Delivery of Tax Related Documents located at <u>WWW.TSYS.COM/DOCUMENTS</u> and included with this application and that you consent to receiving IRS notices via paperless delivery.			
Address for IRS/Compliance notices: (if different than Legal Address given above) <u>600 NE 114th Street</u>					
City <u>MIAMI</u>		State <u>FL</u>		Zip <u>33161</u>	
For purposes of paperless delivery of IRS Notices, you are required to provide a valid email address. If different from the email address already provided above, please indicate the email address where you wish to receive paperless delivery of your IRS Notices. If you consent to receive IRS/Compliance notices by paperless delivery, to have IRS/Compliance notices sent electronically, please indicate the email address where such notices should be sent. (Email address required) <u>villageclerk@biscayneparkfl.com</u>					
Type of Ownership:					
<input type="checkbox"/> Sole Proprietorship		Exempt Payee: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 501(c)(3) Tax-exempt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<input type="checkbox"/> Political Organization		<input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Ltd Liability Partnership <input checked="" type="checkbox"/> Government Entity <input type="checkbox"/> Trust <input type="checkbox"/> Professional Association			
		<input type="checkbox"/> Public Corporation <input type="checkbox"/> Private Corporation <input type="checkbox"/> Non Profit Corporation <input type="checkbox"/> Financial Institution			

3. BENEFICIAL OWNER AND OFFICER INFORMATION

A. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interests of the legal entity or sole proprietorship for which the account is being opened.

Name of Owner	U.S. Person: Social Security Number Non-U.S. Person: Social Security Number, Passport Number and Country of Issuance, or other similar identification number ¹	Date of Birth	Percent Owned (%)	Residential Address, City, State, Zip	Residential Phone Number
	<input type="checkbox"/> U.S. Person <input type="checkbox"/> Non-U.S. Person				

B. The following information for one individual with significant responsibility for managing the legal entity listed above, such as: An executive officer or senior manager (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions. (If appropriate, an individual listed under section A above may also be listed in this section B.)

Name of Officer/Manager and Title	U.S. Person: Social Security Number Non-U.S. Person: Social Security Number, Passport Number and Country of Issuance, or other similar identification number ¹	Date of Birth	Percent Owned (%)	Residential Address, City, State, Zip	Residential Phone Number
Roseann Prado - Manager	<input checked="" type="checkbox"/> U.S. Person <input type="checkbox"/> Non-U.S. Person		0 %	600 114th ST NE , MIAMI, FL 33161	(305) 899-8000

¹ In lieu of a passport number, Non-U.S. persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard. Privacy Policy can be found at www.tsys.com.

Name and Title of person Opening Account who by signing section 12 of this application is certifying (i) that, to the best of his/her knowledge, the information provided in this section 3 is complete and correct, and (ii) that the information provided in sections 1 and 2 about the legal entity for which the account is being opened is complete and correct	Name:	<u>Roseann Prado</u>
	Title:	<u>Manager</u>

4. SITE SURVEY / PATRIOT ACT

Site Survey: <input type="checkbox"/> On Site Visit Done by Sales Representative <input checked="" type="checkbox"/> Sales Partner Validated <input type="checkbox"/> No Site Survey Performed	Merchant's physical inventory consistent with the business signage: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Site Consistent with application: <input type="checkbox"/> Yes <input type="checkbox"/> No
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Signature of Sales Representative*: _____ **Printed Name:** Athena Cashman **Date:** 9/11/2020
 * By signing above you hereby acknowledge that the information listed herein is true and accurate and was personally observed on the indicated document, as applicable.

PATRIOT ACT REQUIREMENTS -To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Complete Section I and II for all business types except if a Government Entity where only Section I is required. Completion of Site Survey section by Sales Representative is required.

Section I: Government Form of Identification	Items Reviewed	Section II: Business Form of Identification	Items Reviewed
<input checked="" type="checkbox"/> Government Entity Articles of Incorporation	Third Party Verification Description	<input type="checkbox"/> Government Issued Business License	Business Name
<input type="checkbox"/> Government Entity Tax Determination Letter	_____	<input type="checkbox"/> Tax Return	Date and Place of Issuance
<input type="checkbox"/> Government Entity Third Party Verification	_____	<input type="checkbox"/> Entity Articles	IS/IRS Employer ID
	_____	<input type="checkbox"/> Business Financial Statement	Expiration Date

5. CARD PROCESSING INFORMATION

Have you ever accepted credit cards before? Yes No If yes, what is the Processor's name? _____
 Please provide the most recent 3 months of credit card processing statements.

Number of locations? 1 If you are affiliated with an existing account, please provide existing Merchant ID#: _____

Please check this box if you are applying for processing services for additional merchant locations. If the additional locations are under common ownership, federal tax identification number, same authorized signatory, please submit the Additional Merchant Addendum as Exhibit A with this Application. Please note that all additional locations, along with the Primary location, will be subject to and governed by the terms and conditions of this Application and the Merchant Card Processing Agreement referenced in and included with this Application. If the additional locations are not under common ownership or have varying tax identification numbers and authorized signatories, you will be required to submit a separate Application for Merchant Card Processing per location.

Do you bill your customers prior to goods being shipped? Yes No
 If Yes, how many days? 0-2 days 3-30 days 31-60 days 61-90 days Over 90 days

What is your Return and Refund Policy? (Please be specific) _____

How do you advertise? (check all that apply) Yellow pages Telemarketing Catalog Word of mouth Publications Mass/Direct mail Internet
 Other, please explain: _____

Please supply copies of advertising, including catalogs and brochures.
 Where applicable, provide video (TV), audio tape (Radio or IVR), and Web-page screen prints. List the URL (www. X .com, .net .org, etc.) on each page.

Card Types Requested? Select all that apply. All Credit Cards All Credit and PIN Based Debit Cards PIN Based Debit Cards Only **
 **Merchant has the right not to accept all card types. **Point Of Sale programming cannot prohibit the acceptance of credit cards; therefore, it is the merchant's responsibility to enforce this. Processor, and not Merchant Bank, will settle American Express, PayPal™ In-Store, Discover, and JCB transactions.

Credit Card Processing Methods		Do you use a third party fulfillment house? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide name and address.	Average Credit/Debit Transaction (Ticket) Amount:	Total Credit/Debit Monthly Sales:
Card Swiped Transactions	80 %	_____	\$50.00	\$5,000.00
Manually Keyed (Card Present with Imprints)	0 %	_____		
Manually Keyed (Card Not Present and/or Mail Order/Telephone Order)	20 %	_____		
eCommerce (Card Not Present)	0 %	_____		
Total (must equal 100%)	100 %	_____		
Business to Business	10 % (must be 0 - 100%)	_____		

Does annual American Express volume exceed \$1,000,000? Yes No **Would Merchant like to receive American Express marketing materials?** Yes No
 *By checking 'No' the merchant opts out of receiving future commercial marketing communications from American Express. Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

Seasonal Business? Yes No If yes, indicate by "X" the months that are ACTIVE: Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

List the names of each of your independent contractors or agents that will have access to store, process, or transmit cardholder data, including online shopping carts, payment gateways, hosting companies, and order-taking services. (Provide separate pages if needed).

6. BANKING INFORMATION

Name and Phone Number of Financial Institution	Routing Number (Shown on the bottom of check)	Bank Account Number (Shown on the bottom of the Check)	Type of Accounts	Use this account for*:
** SYNOVUS BANK (800) 334-9007	066016766	_____	<input checked="" type="checkbox"/> checking	<input checked="" type="checkbox"/> daily settlement <input checked="" type="checkbox"/> TXP ACH settlement <input checked="" type="checkbox"/> monthly billing <input checked="" type="checkbox"/> TXP ACH fees <input checked="" type="checkbox"/> chargebacks

*If nothing indicated, Financial Institution #1 will be used for all ACH activity. **AUTHORIZATION FOR AUTOMATIC FUNDS TRANSFER (ACH): The Merchant Bank (defined on page 3) is authorized to initiate or transmit automatic debit and/or credit entries and/or check entries to the account identified above and in the provided voided check (if applicable) relating to the above account (**) for all services contemplated under this Agreement. Said authority is granted to Merchant Bank's Processor and their agents. This authority is to remain in effect until Merchant Bank or its agents receive written notice from Merchant revoking it. You understand that you will be considered the Receiver of all ACH entries submitted hereunder, and agree to comply with all rules and operating guidelines of the NACHA Rules and other relevant clearing house associations which are applicable to Receivers, as the same may be applicable to transactions processed hereunder.

7. TRADE REFERENCES

Bank or Trade Name	Account Number	Product Sold	Phone Number

8. FEE SCHEDULE

Discount Rate/Per Item Fee: 0.50 % + \$ _____ per item All Visa/MC/AXP/DISC/PP/JCB/Diners Card Types

Pricing Plan/Non-Qualified Surcharges:* Interchange Pass Thru Plus Assessments

* All Non-Qualified fees apply to all Visa / MC / AXP / DISC / PP / JCB / Diners Card types

The following association-related fees, as adjusted or allocated by TSYS, may be added to "Fees for Access to Card Brand Services" billing bundle or be itemized on merchant statements - Cross border international transaction assessments/program support, MC network access/brand usage (NABU), MC Digital Enablement, MC license fee, MC Safety Net, MC Account Status Inquiry Service (ASIS) fee, MC transaction processing excellence, Visa / MC excessive authorization, MC transaction compliance fee, MC nominal amount authorization fee, Visa US acquirer processing fee (APF), Visa Zero Floor Limit, Visa misuse of the authorization system, Visa FANF, Visa integrity, Visa Data Consistency, Credit Voucher fee for Visa, Discover data usage, Discover PIF and American Express Access and System Processing fees. Further Visa / MC / AXP / DISC / PP fees, including association Base II and kilobyte fees, Visa / MC / AXP / DISC / PP assessments, and \$15 Annual Location Fee for MC may also apply. **Batch Close Fee:** All batch closing and batch inquiries are considered "transactions" and will be billed at the same rate as Visa / MC / AXP / DISC/PP Trans Fees unless specified. **Monthly Minimum Discount:** Applies to Discount Rate & captured transaction fees. Qualified T&E Surcharge of .60% will apply to T&E merchant transactions. **TransFreedom:** In addition to your TransFreedom Monthly fee, Automatic Volume Purchase billing may apply to volume processed in excess of the current pricing tier at a rate of \$25.00 per every \$500.00 in additional processed volume. **Invalid Data Fee:** a \$50 per month fee will be applied to your account if you have provided us with an invalid tax identification number or incorrect name for your company.

Authorization Fee:		All Card Types \$ <u>0.07</u>		Voice Auth Fee \$ <u>0.52</u>		ARU Auth Fee \$ <u>0.52</u>		Batch Close Fee \$ <u>0.00</u>	
Monthly Service Fee	\$	<u>5.00</u>	Application Setup Fee	\$	<u>100.00</u>	Monthly Minimum	\$	<u>0.00</u>	
Chargeback Fee	\$	<u>15.00</u>	ACH Change Fee	\$	<u>15.00</u>	Retrieval (Request for Copy) Fee	\$	<u>7.00</u>	
ACH Return Fee	\$	<u>15.00</u>	Payment Gateway Monthly Fee	\$	<u>0.00</u>				
Administrative Fee	\$	<u>79.95</u>							

Note: Processor and its contractors provide the additional products and services set forth in sections 9, 10 and 11, in addition to Purchasing Cards, Corporate Cards and Fleet Cards and the Invalid Data Fee above. Merchant Bank does not provide such services and has no responsibility or liability for them.

9. ADDITIONAL SERVICES AND TERMS

ACH Processing (ACH Addendum required)
 Check Services (CrossCheck Application Required)
 Petro/Fleet (Petro Addendum required)

Voyager WrightExpress (WEX)

PIN Debit/EBT

PIN Based Debit Per Item Fee* \$ 0.2000
 PIN Based Debit Monthly Fee \$ _____
 PIN Based Debit Application Fee \$ _____
 EBT Per Item Fee \$ _____

*Debit Discount Rate: NOTE - PIN Based Debit authorization and interchange fees may apply.

Wireless and Other Services

Petro/Fleet (per Terminal) Setup Fee: \$ _____ Monthly Fee: \$ _____	SmartLink (per Modem) Setup Fee: \$ _____ Monthly Fee: \$ _____	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semiannually Breach Coverage Fee \$ <u>8.95</u>	Section 11.2(d) Fee (as stated in the Merchant Card Processing Agreement) does not apply if checked <input checked="" type="checkbox"/>	PCI Quarterly Program Fee* \$ <u>28.80</u> *PCI Fee will be reduced to \$ <u>18.80</u> for ongoing support once compliance is validated; an additional monthly fee of \$9.95 will be charged for ongoing support each month where compliance is NOT validated after 180 days from date of boarding.
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10. EQUIPMENT OPTIONS

Industry: Retail Retail w/ Tips Restaurant MOTO QPS Retail QPS Restaurant Lodging Petro/Fleet Cash Advance

Equipment shipped to: DBA Legal Agent Other* N/A
 Merchant trained by: Agent TransFirst Other*

Welcome Kit sent by: Agent TransFirst
 Welcome Kit shipped to: DBA Legal Agent Other* N/A

*If 'Other' was selected above, provide shipping details below:

*Name: _____ *Address: _____
 *City: _____ *State: _____ *Zip: _____

Item Description	Model Number	Version or Serial #	QTY	Code	Price	Bill To	FEATURES			
							PIN Based Debit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dial Prefix	
Terminal	DESK5000		1	PN	\$ 750.00	Merchant	EBT Services	<input type="checkbox"/> Cash Benefits Only	<input type="checkbox"/> Food Stamps*	<input type="checkbox"/> Both*
Pin Pad	iPP315		1	PN	\$ 0.00	Merchant	*EBT FNS/FCS# (7 digits):		Multi-Merchant	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
							Parent MID:		Number of Child Accts:	
							AVS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Invoice	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
							Corp/Purch Card	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	eCommerce	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
							Verification Code	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Quick Pymnt Srv	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
							Partial Auth	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Shared Line	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
							Auto Close	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Auto Close Time	1730
							Connection Method	<input type="checkbox"/> Dial <input checked="" type="checkbox"/> IP/SSL <input type="checkbox"/> Wireless		
							Store & Forward	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Memory Size	<input type="checkbox"/> 512K <input type="checkbox"/> 1Meg
							EMV Capabilities	<input checked="" type="checkbox"/> Contact <input checked="" type="checkbox"/> NFC/Contactless		
							Tip at Time of Sale	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Tip Calculator	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Merchant Email Address (Required): _____

**Shipping, handling and tax will be billed in addition to the equipment price listed above. If merchant owned WAY terminal, SIM# & Serial# required. Bill To Options: Merchant, Agent, Transfirst, N/A. Codes: FUA = Free Use Addendum (Submit FUA addendum with this Application), MO=Merchant Owned, PN=Purchase New, P0=Purchased Via Other Source, PRF=Purchased Refurbished, LSE=Lease, FLS=FD Leasing, EE=Encryption Exchange, **RTL=TransFirst Rental Program or **STR=Short Term Rental. Any free use equipment provided by TransFirst is, as between Merchant and TransFirst, the property of TransFirst and is being provided for free use and Merchant agrees that it has read and agrees to the terms and conditions regarding such free use equipment as set forth in the Merchant Card Processing Agreement located at www.TSYS.com/DOCUMENTS and included with this application.

11. TRANSIT/XP/TC/SIERRA SEMI INTEGRATED HARDWARE AND CONFIGURATION

Product: TransIT Sierra Semi Integrated Transaction Express Transaction Central TC Plus (CC & ACH - ACH Addendum required)
 TransIT Product: WebPASS MultiPASS THP TSEP Vital Select Vital Plus Vital Mobile
 TXP Input Types: Virtual Web Services Batch Post Hosted Industry: Retail MOTO eCommerce
 ***Integrated Product Name: _____
 ***Welcome Email Address: _____

TRANSIT FEATURES		SIERRA SEMI INT FEATURES		TXP PROCESSING OPTIONS*	
Auto Batch Close Time:	Forced Re-Credit <input type="checkbox"/> Y	Tokenization: <input type="checkbox"/> Default <input type="checkbox"/> Custom	Batch Close Method <input type="checkbox"/> M/A		
Location Type:	CNP Batch <input type="checkbox"/> Y	Custom Tokenization MID:	Direct Swipe <input type="checkbox"/> Y		
Headquarter MID:	Enhanced Data (Level II & III) <input type="checkbox"/> Y		Partial Auth <input type="checkbox"/> Y		
Tokenization: <input type="checkbox"/> Default <input type="checkbox"/> Custom	PIN Debit <input type="checkbox"/> Y		Batch Response File <input type="checkbox"/> Y		
Custom Tokenization MID:	Mandatory Security Code <input type="checkbox"/> Y		File Split <input type="checkbox"/> Y		
Ensure Bill: <input type="checkbox"/> InFlight <input type="checkbox"/> Standard	Apple Pay <input type="checkbox"/> Y		Private Label <input type="checkbox"/> Y		
Partial Auth <input type="checkbox"/> Y	Samsung Pay <input type="checkbox"/> Y		PIN Based Debit <input type="checkbox"/> Y		
Forced Authorization <input type="checkbox"/> Y	Device Type: <input type="checkbox"/> Android <input type="checkbox"/> iPhone				

TC FEATURES*					TC EXTENDED FEATURES*	
Item Description	Config / Color	QTY	Code	Price	Bill To	
						Batch Close Method <input type="checkbox"/> A <input type="checkbox"/> M <input type="checkbox"/> M/A
						Recurring Method <input type="checkbox"/> A <input type="checkbox"/> M
						Multi-User <input type="checkbox"/> Y
						Batch Uploaded <input type="checkbox"/> Y
						Allow Blind Credits <input type="checkbox"/> Y
						Group ID: _____
						PIN Based Debit <input type="checkbox"/> Y

Special Instructions: _____

*Important: If feature not selected, it will be defaulted off. If Manual Recurring is selected, Auto Recurring is also activated. If both ECI and Recurring needs to be setup under 1 MID, 2 Transaction Central setups are required. Note: A=Auto / M=Manual

**Shipping, handling and tax will be billed in addition to the equipment price listed above. Bill To Options: Merchant, Agent, Transfirst, N/A.
 Codes: FUA = Free Use Addendum (Submit FUA addendum with this Application), MO=Merchant Owned, PN=Purchase New, PO=Purchased Via Other Source, PRF=Purchased Refurbished, LSE=Lease, FLS=FD Leasing, EE=Encryption Exchange, **RTL=TransFirst Rental Program or **STR=Short Term Rental. Any free use equipment provided by TransFirst is, as between Merchant and TransFirst, the property of TransFirst and is being provided for free use and Merchant agrees that it has read and agrees to the terms and conditions regarding such free use equipment as set forth in the Merchant Card Processing Agreement located at www.TSYS.com/DOCUMENTS and included with this application.

PLEASE CAREFULLY REVIEW THE MERCHANT CARD PROCESSING OPERATING GUIDE (the "OPERATING GUIDE") AND THE TERMS AND CONDITIONS OF VERSION v20.0120 OF THE MERCHANT CARD PROCESSING AGREEMENT (the "MPA") AVAILABLE AT WWW.TSYS.COM/DOCUMENTS, EACH OF WHICH IS HEREBY INCORPORATED BY REFERENCE. IF APPLICABLE, PLEASE ALSO CAREFULLY REVIEW THE TERMS AND CONDITIONS OF VERSION 6.0419 OF THE CARD NOT PRESENT ADDENDUM TO THE MERCHANT CARD PROCESSING AGREEMENT AVAILABLE AT WWW.TSYS.COM/DOCUMENTS, WHICH IS HEREBY INCORPORATED BY REFERENCE.

Agreement Signature: As the person signing below on behalf of the business designated on the above application as the Merchant, I certify that I am an owner, partner or officer of the Merchant and have been duly authorized to sign this application and to bind the Merchant to the MPA and the Operating Guide. Merchant and each Guarantor signing below hereby acknowledge that they have read this application and the MPA and agree to be bound by the terms and conditions contained in those documents. Merchant (and Guarantor when applicable) by signing below agrees to comply with the Operating Guide. Merchant certifies that all information provided in this application is true, correct and complete. Merchant (and Guarantor when applicable) authorizes the Merchant Bank and Processor or their respective agents to make whatever inquiries the Merchant Bank or Processor deems appropriate to investigate and verify any of the credit, financial and other information given by Merchant for the purpose of this application, including credit references and to obtain credit reports on each person signing below. Credit or other information on Merchant, owners, officers and any guarantors of the Merchant may be requested for purposes of this application and during the merchant processing relationship pursuant to the MPA.

If 'RTL' or 'STR' is indicated in Section 10, then by signing below, and upon receiving delivery of the rental equipment, Merchant represents that Merchant has read and agrees to be bound by the terms of either the POS Portal Rental Agreement or the Equipment Terms set forth in Section 24 of the Merchant Card Processing Agreement (as applicable). If renting equipment from POS Portal, Inc. ("POS Portal"), Merchant authorizes POS Portal to verify the application information and receive and exchange information about Merchant, including requesting reports from consumer reporting agencies. If 'FLS' is indicated, then by signing below and upon receipt of the First Data Global Leasing (FDGL) equipment, Merchant represents that Merchant has read and agrees to be bound by the terms of the Equipment Lease Agreement.

Processor will settle your American Express®, PayPal In-Store Checkout and Discover® transactions and (a) Merchant will receive one consolidated statement from Processor that will reflect Merchant's Visa, MasterCard, American Express, PayPal In-Store Checkout and Discover transactions; (b) Merchant's American Express, PayPal In-Store Checkout and Discover settlement funds will be paid at the same time and in the same manner as Merchant's Visa and MasterCard settlement; and (c) Merchant will not have a direct relationship with American Express, PayPal or Discover and the terms set forth in the MPA for American Express, PayPal In-Store and Discover transactions will apply. By signing below, Merchant agrees to be bound by the PayPal Operating Regulations for In-Store Checkout and the American Express merchant requirements contained in the Operating Guide. Merchant consents to the disclosure of transaction data, merchant data and other information about the Merchant to American Express and to the use by American Express of such information to perform its responsibilities in connection with the provision of its services, to promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes including marketing purposes. Merchant agrees American Express may use any information in this application to screen and/or monitor Merchant in connection with American Express card marketing and administrative purposes.

If the TransFreedom Program is selected above, then by signing Merchant acknowledges, accepts and agrees that pricing is based upon processed volume and average ticket size and that this pricing may be subject to Automatic Volume Purchase billing, in addition to the TransFreedom monthly fee, if Merchant's actual processing volume exceeds its current pricing tier. Merchant accepts and agrees that it is obligated for all monthly pricing based on its processed volume and average ticket size, including any applicable Automatic Volume Purchase billing.

If Check Services is selected above, then CrossCheck acceptance shall be added to this application and by signing below, Merchant agrees to be bound by and perform in accordance with all the terms and conditions and provisions of the Check Services Agreement and as set forth by CrossCheck. Merchant acknowledges that the Terms and Conditions for Check Service will be sent to Merchant upon approval by CrossCheck.

By electing to process ACH transactions and by signing this application, Merchant grants consent and authorization to Processor or its agents or designated representatives to initiate automatic debit and credit entries and adjustments to the Settlement Account and any Reserve Account through the ACH Settlement Process for the amounts due under the Automated Clearing House (ACH) Addendum and ACH Terms and Conditions available at WWW.TSYS.COM/DOCUMENTS, which are incorporated by this reference. By signing below Merchant acknowledges that it has read and agrees to be bound by the ACH Addendum and the ACH Terms and Conditions (v6.1018TC for TC Plus or v5.1019TRANSIT/XP for TRANSIT/XP ACH depending on processing services selected in Section 9).

Merchant certifies that Merchant does not and will not provide, offer or facilitate gambling services, including offering or facilitating internet gambling services, or establishing quasi-cash, credits or monetary value of any type that may be used to conduct gambling.

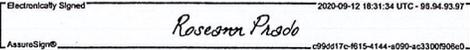
Any unilateral alteration, strikeover or modification to the preprinted text or line entries of the application or MPA shall be of no effect. Merchant acknowledges that the parties may produce and rely upon a copy or electronically stored image of the merchant application and MPA for all legal purposes.

By affixing their signature(s) below, any/all Personal Guarantor(s) do hereby agree to assume personal responsibility to Merchant Bank and/or Processor in the event of default of any obligation by the Merchant under the terms of the MPA. The responsibility of the individual guarantors shall accrue for all obligations due to Merchant Bank and/or Processor under the MPA and all applicable laws, rules, and regulations.

Only Merchants in Maryland need initial the two statements below:

If this Agreement is terminated prior to the expiration of the applicable Term, Merchant agrees to pay an account closure fee as follows: (1) \$250 for Merchants with less than twelve months remaining in the current Term, or; (2) \$500 for Merchants with more than twelve months remaining in the current Term. If Merchant is located in Maryland, the account closure fee will only be assessed if the Agreement is terminated prior to the expiration of the Initial Term. Initials are not required if Section 11.2(d) Fee (as stated in the Merchant Card Processing Agreement) does not apply.

The initial term of this Agreement will be for three (3) years (the "Initial Term"). Thereafter, this Agreement will automatically renew for successive one (1) year periods unless terminated in accordance with its terms.

12. MERCHANT(S) SIGNATURE(S)		GUARANTOR(S) SIGNATURE(S)	
<p>1)  2020-09-12 18:31:34 UTC - 99.94.93.67</p> <p>AssureSign® e99d617c-815-4144-a099-ac3300906e0</p> <p>Merchant Signature (Owner or Officer) _____ Date _____</p> <p>Roseann Prado _____ Manager _____</p> <p>Print Name _____ Title _____</p>	<p>1) _____</p> <p>Guarantor Signature _____ Date _____</p> <p>Print Name _____ (No titles) _____</p>		
<p>2) _____</p> <p>Merchant Signature (Owner or Officer) _____ Date _____</p> <p>Print Name _____ Title _____</p>	<p>2) _____</p> <p>Guarantor Signature _____ Date _____</p> <p>Print Name _____ (No titles) _____</p>		

Card Association Disclosure Page

Merchant Services Provider Contact Information

Name: TSYS Merchant Solutions, LLC
Address: 12202 Airport Way, Ste 100, Broomfield, CO 80021
URL: www.TSYS.com
Customer Service #: 800-654-9256

Member Bank/Merchant Bank Information

The Bank's mailing address is Synovus Bank, located at 1132 Broadway, 2nd Floor Jordan Building, Columbus, GA 31901, and the phone number is (706) 649-4900.

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 party to the Merchant Card Processing 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.

Important Merchant Responsibilities

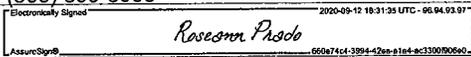
- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Card Association thresholds.
- Review and understand the terms of the Merchant Card Processing Agreement.
- Comply with Card Association rules.
- Retain a signed copy of this Card Association Disclosure Page.

Merchant Resources

- You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/support/small-business/regulations-fees.html#3>.
- You may download "MasterCard Rules" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>.
- You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/merchantopguide.

The responsibilities above do not replace the terms of the Merchant Card Processing Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.

Merchant Information (* = Required)

*Business Legal Name (Printed): Village of Biscayne Park
*Business Address: 600 NE 114th Street MIAMI, FL 33161
*Business Phone: (305) 899-8000
*Signature of Owner or Officer: 
*Printed Name of Owner or Officer: Roseann Prado
*Title: Manager
*Date: 9/11/2020



CONSENT TO PAPERLESS DELIVERY OF TAX-RELATED DOCUMENTS

Please read this information carefully and print or download a copy for your files.

You may elect to receive tax-related documents from TSYS Merchant Solutions, LLC or its affiliates ("TSYS") via electronic delivery either via email or delivered through a web interface, where you can go to a web site and download the statement. However, IRS guidelines require that you must first review these disclosures and provide your affirmative consent to receiving information in an electronic format. This Consent to Paperless Delivery ("Consent") is effective until withdrawn by you. This is your copy of the Consent.

By agreeing to accept required tax-related documents electronically, you also agree that:

1. Your computer system meets the hardware and software requirements stated below under "System Requirements"; and
2. You will promptly notify TSYS of any change in your e-mail address by providing your merchant taxpayer identification number and merchant name as it appears on your Form W-9 either by calling TSYS at (800) 654-9256, or by writing to:

TSYS Merchant Solutions, LLC
12202 Airport Way, Suite 100
Broomfield, Colorado 80021
c/o IRS Account Maintenance

Consent to Paperless Delivery of Tax-Related Documents

By clicking on the "I have read the Consent and consent to paperless delivery" checkbox, you acknowledge that you have read and understand this Consent, and that you affirmatively consent to receive and acknowledge that you can access, receive, print and retain your tax-related documents (including IRS Form 1099) electronically. You agree that such information may be communicated online by posting notices, disclosures and other communications on our website or by sending such information to you by e-mail. Your consent to receive tax-related documents electronically will be effective until withdrawn (see "Withdrawal of Consent"). If you do not specifically consent to the electronic delivery of tax-related documents by clicking the applicable checkbox, you will continue to receive paper copies of all required tax-related documents, including Form 1099.

Additional Paper Copies

In addition to consenting to and obtaining electronic copies, you may request additional paper copies of your tax-related documents by contacting TSYS as provided above. Requesting a paper copy of your tax-related documents will not be considered a withdrawal of your consent for paperless delivery. You must formally withdraw consent to begin regularly receiving a paper copy of your future tax-related documents.

Notification of Change to E-mail Address

You agree to notify us promptly if your e-mail address or other account information changes by contacting us as provided above. For information that is required by law to be sent to you, including Form 1099, if we receive an electronic notice that an e-mail is undeliverable due to an incorrect or inoperable e-mail address, we will resend such information via U.S. Postal Service.

Withdrawal of Consent

Withdrawal of consent to paperless delivery is prospective only. Any withdrawal ensures that future tax-related documents will be delivered to you as a paper document, but does not apply to any document that has already been furnished to you electronically. You may withdraw your Consent to paperless delivery by providing written notice either: (1) by mail at the address set forth above; or (2) by email to etaxoptout@tsys.com. TSYS may take up to 10 business days after receipt to process your request. In each case, state that you are withdrawing consent to paperless delivery of tax-related documents, and provide the merchant's taxpayer identification number and the merchant's name as it appears on its Form W-9.

System Requirements

To access your electronic tax-related documents, you need to be able to read Adobe PDF files. To do this, you must have Adobe Acrobat Reader installed on your computer. It can be downloaded for free at <http://get.adobe.com/reader/>. You also need to have a computer with Internet access that supports the use of a browser that supports 128-bit encryption, and will need to have JavaScript enabled in your browser. You need hardware as necessary to support this software. In order to keep copies for your records, you will need to have access to a printer or have the ability to download information.

Agreement

You understand and intend that your clicking on the "I have read the Consent and consent to paperless delivery" checkbox shall operate as your signature and you acknowledge that you have read the Consent and have printed or downloaded a copy for your records. You further acknowledge that you affirmatively consent to receive your tax-related documents, including IRS Form 1099 electronically. Tax-related documents will remain available electronically for at least one year after the date the document is first made available to you electronically.

Notice of termination

TSYS reserves the right to stop paperless delivery of your tax-related documents at any time by giving you notice. If TSYS does so, TSYS will send you paper copies of your tax-related documents.



Date	July 23, 2020
Company	Village of Biscayne Park
Subject	Synovus Merchant Services Program – Cost Information

Thank you for allowing Synovus Bank and TSYS the opportunity to handle your credit card processing needs. As one of the largest, independent, PCI Compliant processors in the nation you can rest assured that your account is being handled by experienced professionals in a secure environment focused on one thing – providing you with the best service.

TRANSACTION FEES (Visa, MasterCard, Discover, Amex)

Submission Method: Qualified/Swiped/ECommerce

Interchange & Assessments Plus *: 0.50%

Authorization fee: \$.07

*Cross border international transaction assessments/program support, MC network access/brand usage (NABU), Visa US acquirer processing fee (APF), Visa Zero Floor Limit, Visa misuse of the authorization system, and other card association fees may apply. All Visa/MasterCard/Discover/Amex interchange dues and assessments are passed through.

*The percentage rate paid for qualified Visa/MasterCard/Discover/Amex transactions meeting Visa/MasterCard/Discover/Amex Interchange requirements.

Processing Solution: Ingenico Tetra Desk5000 terminal & iPP315 pin pad.

OTHER FEES

Protect your company and your customers – always choose a PCI Compliant processor. Learn more at www.VISA.com/cisp

Monthly Minimum Discount Fee: Waived	Annual Administrative Fee: \$79.95
ACH Return/Change Fee: \$15.00	Monthly Breach Coverage (Optional): \$8.95
Chargeback Fee: \$15.00	Application/Set-Up \$100.00
Quarterly PCI Fee: \$125.00*	Monthly Fee: \$5.00

*PCI Fee will be reduced to \$18.80 for ongoing support once compliance is validated.

Please feel free to contact me with any questions.

Sincerely,

Athena Cashman
Sr. Account Executive
+1.970.266.9499 O
+1.303.482.0481 F