

CONTRACT NAME: AGREEMENT BETWEEN PAYMENT PROCESSING, INC. AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: Payment Processing, Inc. will serve as a third-party vendor for Emerson Junior High School's Associated Student Body organization to allow the ASB to accept credit cards for the Webstore and the Student Store.

There is no financial impact to the District.



Merchant Application & Agreement

PAYMENT PROCESSING USE ONLY

MERCHANT #	<input type="checkbox"/> NEW MERCHANT <input type="checkbox"/> ADD LOCATION	MCC	AGENT NAME	AGENT NUMBER	APRID 33743710225
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MERCHANT INFORMATION

BUSINESS LEGAL NAME (CORPORATE) Davis Joint Unified School District		MERCHANT "DOING BUSINESS AS" NAME (Webstore) Emerson Junior High			
CORPORATE ADDRESS 526 B Street		LOCATION ADDRESS (NO PO BOX) 2121 Calaveras Avenue			
CORPORATE CITY, STATE, ZIP Davis, CA 95616		LOCATION CITY, STATE, ZIP Davis, CA 95616			
CORPORATE TELEPHONE NUMBER (530) 757-5300	CORPORATE FAX NUMBER (530) 757-5319	DBA TELEPHONE NUMBER (530) 757-5430	DBA FAX NUMBER (530) 757-5439		
CORPORATE CONTACT Omaira Reyna		LOCATION CONTACT Juleta Favela Barcenas			
EMAIL ADDRESS oreyna@djud.net		EMAIL ADDRESS jfavelabarcenas@djud.net			
CUSTOMER SERVICE EMAIL ADDRESS		BUSINESS START DATE (MM/YYYY)		HOW LONG AT THIS LOCATION	
BANK DDA (Direct Deposit Account) 8176294034	TRANSIT/ROUTING NUMBER 121042882	ACCOUNT TYPE <input checked="" type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> MONEY MARKET		NAME ON BANK ACCOUNT Wells Fargo	
DELIVER STATEMENTS TO: <input checked="" type="checkbox"/> LOCATION ADDRESS <input type="checkbox"/> CORPORATE ADDRESS		DELIVER CHARGEBACKS AND RETRIEVALS TO:		<input checked="" type="checkbox"/> LOCATION ADDRESS <input type="checkbox"/> CORPORATE ADDRESS	

TAX ID: Failure to provide accurate information may result in a withholding of merchant funding per IRS Regulations.
(See Part IV, Section A.4 of the Program Guide for more information)

IRS Filing Business Legal Name (as it appears on your income tax return) Davis Joint Unified School District	Federal Tax ID#: 680343640
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TIN/TFN Blank or Invalid Fee: \$9.95 per month I certify that I am a foreign entity / nonresident alien. (If checked, please attach IRS Form W-8)

OWNER/OFFICERS: List the two owners with the largest share of ownership. Information about the individual(s) signing the application is required below.

NAME OF OWNER/OFFICER #1 Bruce E. Colby		NAME OF OWNER/OFFICER #2 Omaira Reyna			
TITLE #1 Chief Business Officer	PERCENT OF OWNERSHIP 0.00	TITLE #2 Director of Fiscal	PERCENT OF OWNERSHIP 0.00		
RESIDENCE ADDRESS #1 526 B Street		RESIDENCE ADDRESS #2 526 B Street			
RESIDENCE CITY, STATE, ZIP #1 Davis, CA 95616		RESIDENCE CITY, STATE, ZIP #2 Davis, CA 95616			
HOME TELEPHONE #1 (530) 757-5300	SOCIAL SECURITY #1	BIRTH DATE	HOME TELEPHONE #2 (530) 757-5300	SOCIAL SECURITY #2	BIRTH DATE

TYPE OF OWNERSHIP: SOLE OWNERSHIP PARTNERSHIP JOINT VENTURE LLC PUBLIC CORP PRIVATE CORP GOV'T CORP
 NON PROFIT OTHER

PRIMARY TYPE OF BUSINESS:		VISA® / MASTERCARD® / DISCOVER® TRANSACTION INFORMATION			
<input type="checkbox"/> RETAIL <input type="checkbox"/> WHOLESALE <input type="checkbox"/> RESTAURANT <input type="checkbox"/> LODGING <input type="checkbox"/> B2B <input type="checkbox"/> MAIL ORDER / TELEPHONE ORDER <input checked="" type="checkbox"/> INTERNET <input type="checkbox"/> CONVENIENCE STORE <input type="checkbox"/> CONVENIENCE STORE WITH GAS <input type="checkbox"/> HOME BASED <input type="checkbox"/> OTHER		% ANNUAL CREDIT CARD SALES GENERATED:		% OF CUSTOMER ORDERS DELIVERED IN:	
IF INTERNET BUSINESS, LIST WEBSITE ADDRESS:		MAIL/PHONE	%	0-7 DAYS	100 %
		INTERNET	100 %	8-14 DAYS	%
		CARD SWIPE	%	15-30 DAYS	%
		HAND KEYED ITEMS FACE TO FACE	%	MORE THAN 30 DAYS	%
		TOTAL	100%	TOTAL	100%
		SALES DEPOSIT POLICY		SALES ARE CHARGED (CHECK ONE):	
		ARE CONSUMERS REQUIRED TO PROVIDE A DEPOSIT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input checked="" type="checkbox"/> AT DATE OF ORDER	
		IF DEPOSIT REQUIRED, WHAT PERCENTAGE OF THE TOTAL SALE IS REQUIRED? _____ %		<input type="checkbox"/> AT DATE OF DELIVERY	
				<input type="checkbox"/> AT DATE OF SHIPMENT	
				<input type="checkbox"/> OTHER	

DESCRIBE THE MERCHANDISE SOLD OR SERVICE PROVIDED: **Activites, tickets, apparel**

VISA / MASTERCARD / DISCOVER REFUND POLICY

DO YOU HAVE A REFUND POLICY FOR YOUR VISA/MASTERCARD/DISCOVER SALES? YES NO
CHECK THE APPLICABLE REFUND POLICY: EXCHANGE STORE CREDIT MCVISA/DISCOVER CREDIT OTHER
IF VISA/MASTERCARD/DISCOVER CREDIT, WITHIN HOW MANY DAYS DO YOU DEPOSIT CREDIT TRANSACTIONS? 0-3 DAYS 4-7 DAYS 8-14 DAYS

PREVIOUS PROCESSING HISTORY

PREVIOUS PROCESSOR NAME: REASON FOR CHANGING: RATES SERVICE TERMINATED
 OTHER:

THIRD PARTY CARDHOLDER DATA STORAGE COMPLIANCE

IS CARDHOLDER DATA STORED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, WHERE IS CARDHOLDER DATA STORED? <input type="checkbox"/> MERCHANT <input type="checkbox"/> VAR ONLY <input type="checkbox"/> BOTH MERCHANT AND MERCHANT VAR <input type="checkbox"/> FDMS EXPORT ONLY <input type="checkbox"/> UNKNOWN	NAME OF PRIMARY VAR: NAME OF SECONDARY VAR:
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Payment Processing, Inc. is a registered ISO for Wells Fargo Bank, N.A., Walnut Creek, CA.

SCHEDULE A

CREDIT/DEBIT CARD SERVICES AND FEE SCHEDULE

ANNUAL VISA, MASTERCARD & DISCOVER VOLUME: \$50,000	AVERAGE CREDIT CARD TICKET: \$50.00	QUALIFIED CREDIT CATEGORY Moto/Internet (CNP/Merit I)	QUALIFIED DEBIT CATEGORY Moto/Internet (CPS CNP Debit/Merit I Debit)	NETWORK FirstData Innovo
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BANK CARD SERVICES			ADDITIONAL SERVICES			
SERVICE	RATES		SERVICE	FEE	PER ITEM	
	QUALIFIED	PER ITEM				
VISA CREDIT	3.000 %	\$0.000	PIN DEBIT	<input type="checkbox"/> ACCEPT	\$0.20	<input checked="" type="checkbox"/> PASSTHROUGH DEBIT NETWORK FEES
VISA NON-PIN DEBIT	3.000 %	\$0.000	EBT	<input type="checkbox"/> ACCEPT		
MASTERCARD CREDIT	3.000 %	\$0.000	ONLINE REPORTING	<input type="checkbox"/> ACCEPT	\$10.00	
MASTERCARD NON-PIN DEBIT	3.000 %	\$0.000				
DISCOVER CREDIT	3.000 %	\$0.000				
DISCOVER NON-PIN DEBIT	3.000 %	\$0.000				

NON-QUALIFIED TRANSACTIONS

PRICING TYPE: 3-Tier

*Tiered - Mid-Qualified transactions (3-Tier only) are generally non-swiped domestic transactions containing the appropriate Address Verification data, or corporate transactions containing the appropriate enhanced data, which are settled within 48 hours. Visa, MasterCard, Discover transactions not qualifying at the Qualified Category will be assessed a rate of 3.000 % and \$ \$0.000 for Mid-Qualified Credit and 3.000 % and \$ \$0.000 for Mid-Qualified Non-PIN Debit. Non-Qualified transactions are generally transactions that do not fall into the above Qualified or Mid-Qualified category. Visa, MasterCard, Discover transactions not qualifying at the Qualified or Mid-Qualified category will be assessed a rate of 3.000 % and \$ \$0.000 for Non-Qualified Credit and 3.000 % and \$ \$0.000 for Non-Qualified Non-PIN Debit.

**EBB - Transactions not qualifying at the Qualified Category will be assessed a rate of _____% plus pass-through of incremental interchange according to Visa, MasterCard, and Discover rules and regulations.

***IPT (Interchange Pass-Through) - All transactions will be billed at pass-through of interchange and assessments rates as determined by Visa, MasterCard, and Discover. The Qualified Discount Rate above will be charged on all transactions.

Association Fees. Except as otherwise specified in this Agreement, all Association fees for Services will be passed through to you to reflect all our costs associated with cross-border transactions, acquiring and usage fees, and similar items, and are subject to change.

ACCEPT ALL MASTERCARD, VISA AND DISCOVER TRANSACTIONS (PRESUMED, UNLESS ANY SELECTIONS BELOW ARE CHECKED)

MASTERCARD ACCEPTANCE <input type="checkbox"/> Accept MC Credit transactions <u>only</u> <input type="checkbox"/> Accept MC Non-PIN Debit transactions <u>only</u>	VISA ACCEPTANCE <input type="checkbox"/> Accept Visa Credit transactions <u>only</u> <input type="checkbox"/> Accept Visa Non-PIN Debit transactions <u>only</u>	DISCOVER ACCEPTANCE <input type="checkbox"/> Accept Discover Credit Transactions <u>only</u> <input type="checkbox"/> Accept Discover Non-PIN Debit Transactions <u>only</u>
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Discount Rate and Trans Fee Billing Frequency: Daily Monthly (Default)

See Section 1.9 of the Program Guide for details regarding limited acceptance. You are responsible for distinguishing Credit from Non-PIN Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Non-PIN Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost interchange plus applicable Non-Qualified Surcharge (See Section 18.1 of the Program Guide).

OTHER FEES & SERVICES

FEE	SERVICE	FEE	SERVICE
\$0.00	BATCH SETTLEMENT	\$0.000	VISA AUTHORIZATION
\$1.50	VOICE AUTHORIZATION	\$0.000	MASTERCARD AUTHORIZATION
\$0.01	ADDRESS VERIFICATION	\$0.000	DISCOVER AUTHORIZATION
\$5.00	MONTHLY STATEMENT	\$0.000	AMERICAN EXPRESS AUTHORIZATION
\$0.00	MINIMUM DISCOUNT	0.204%	VISA ASSESSMENT
\$15.00	CHARGEBACK	0.194%	MASTERCARD ASSESSMENT
\$25.00	ACH REJECT	0.175%	DISCOVER ASSESSMENT
\$0.00	APPLICATION FEE	\$95.00	ANNUAL PCI VALIDATION PROGRAM
\$0.00	ANNUAL FEE	\$18.00	MONTHLY NON-RECEIPT OF PCI VALIDATION
			See Part IV, Section A.3 of the Program Guide for Early Termination Fee

ACCEPTANCE OF TERMS AND CONDITIONS / MERCHANT CONFIRMATION / SIGNATURES

Merchant certifies that all information set forth in this completed Merchant Processing Application and Agreement (MPA) is true and correct. Merchant acknowledges having reviewed the copy of the (i) MPA [which includes Schedule A]; (ii) the Program Guide, [which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreement(s) which Program Guide is found at <http://www.paypros.com/pdf/programtermsandconditions.pdf>]; (iii) the Confirmation Page (Version PPI1608ia(d)). Merchant also agrees to be bound by all provisions as printed therein as modified from time to time. Merchant acknowledges and agrees that we, our Affiliates, and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Merchant at the telephone number(s) Merchant has provided in this MPA and/or may leave a detailed voice message in the event that Merchant is unable to be reached, even if the number provided is a cellular or wireless number or if Merchant has previously registered on a Do Not Call list or requested not to be contacted Merchant for solicitation purposes. Merchant hereby consents to receive commercial electronic mail messages from us or our Affiliates from time to time. Merchant further agrees that Merchant will not accept more than 20% of its card transactions via mail, telephone or internet order. However, if your MPA is approved based on contrary information stated in the Sales Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Third Party Agreement(s) appearing in the Third Party Section of the Program Guide.

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Payment Processing, Inc. ("PayPros") and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct PayPros and AXP and AXP's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800) 528-5200. I understand that upon AXP's approval of the application, the entity will be provided with the Agreement and materials welcoming it either to AXP's program for PayPros to perform services for AXP or to AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the entity does not qualify for the PayPros servicing program that the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

By signing below, each of the undersigned authorizes, us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this MPA and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the MPA is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement for any other purpose permitted by law and disclose such information amongst each other.

Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates, and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates, and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application. As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

You further acknowledge and agree that you will not use your merchant account and/or the services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR PART 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Merchant certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding legal entity filing name (if applicable) provided herein are correct.

Merchant authorizes us and our Affiliates to debit Merchant's designated bank account via Automated Clearing House (ACH) for costs associated with all processing fees, equipment hardware, software and shipping (if applicable).

Merchant agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Merchant has been approved and this Agreement has been accepted by PayPros and Bank.

	BUSINESS LEGAL NAME (CORPORATE): <u>Davis Joint Unified School District</u>	
	SIGNATURE _____	SIGNATURE _____
	TITLE _____	TITLE _____
	PRINT NAME _____	PRINT NAME _____
	DATE _____	DATE _____

PERSONAL GUARANTEE(S)

In exchange for Wells Fargo Bank, N.A., PayPros, and American Express (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the American Express Card Acceptance Agreement and/or the applicable Third Party Agreement(s), the undersigned unconditionally and irrevocably guarantees the full payment and performance of Merchant's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of amendment of such agreements. The undersigned waives notice of default by Merchant and agrees to indemnify the Guaranteed Parties for any and all amounts due from Merchant under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Merchant to enforce any remedy before proceeding against the undersigned. The undersigned understands that this is a personal guarantee of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable. The term of this guarantee shall be for the duration of the Merchant Processing Application and Agreement, the American Express Card Acceptance Agreement, if applicable and any addendum thereto, and shall guarantee all obligations which may arise or occur in connection with my activities during the term (or renewal term as applicable) thereof, though enforcement may be sought subsequent to any termination.

SIGNATURE _____	SIGNATURE _____
PRINT NAME _____	PRINT NAME _____

Accepted By Payment Processing, Inc.

Wells Fargo Bank, N.A., 1200 Montego Way, Walnut Creek, CA 94598

Signature <u>X</u> _____	Signature <u>X</u> _____
Title _____	Title _____
Date _____	Date _____

Payment Processing, Inc. is a registered ISO for Wells Fargo Bank, N.A., Walnut Creek, CA.
All trademarks, services marks and trade name referenced in this material are the property of their respective owners.
Payment Processing, Inc. • 8200 Central Ave. Newark CA 94560 • (Ph) 800-774-6462 (Fax) 877-218-0715



Confirmation Page

Processor Information: Name: PayPros (Payment Processing Inc.)
 Address: 8200 Central Ave. Newark Ca 94560
 URL: www.paypros.com Customer Service #: 1-800-774-6462

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

- Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard and Visa. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Program Guide).
- We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
- There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide.
- If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing.
- The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 20 of the Card Processing General Term.
- We have assumed certain risks** by agreeing to provide you with Card processing or check service. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest), under certain circumstances.
- By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our affiliates are satisfied.
- The Agreement contains a provision** that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information".
- Card Organization Disclosure Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.** The Bank's mailing address is 1200 Montego, Walnut Creek, CA 94598, and its phone number is (925) 746-4176.

<p>Important Member Bank Responsibilities:</p> <ol style="list-style-type: none"> The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant. The Bank must be a principal (signer) to the Merchant 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 a 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. 	<p>Important Merchant Responsibilities:</p> <ol style="list-style-type: none"> Ensure compliance with Cardholder data security and storage requirements. Maintain fraud and Chargebacks below Card Organization Thresholds. Review and understand the terms of the Merchant Agreement. Comply with Card Organization rules. Retain a signed copy of this Disclosure Page. You may download "Visa Regulations" from Visa's website at: http://usa.visa.com/merchants/operations/op_regulations.html You may download "MasterCard Regulations" from MasterCard's website at: http://www.mastercard.com/us/merchant/support/rules.html You may download "American Express Merchant Regulations – U.S." from American Express' website at: www.americanexpress.com/merchantpolicy
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Client's Business Legal Name: Davis Joint Unified School District

By its signature below, Client acknowledges that it has received the complete Program Guide (version PPI1608ia(d)) consisting of 35 pages, Merchant Application and Schedule A (collectively the "Agreement") and has obtained a copy of the current American Express Merchant Regulations – U.S. downloaded from American Express .

Download a full copy of the Program Guide Terms and Conditions at: <http://www.paypros.com/pdf/programtermsandconditions.pdf>

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed. **NO ALTERATIONS OR STRIKE-OUTS TO THE AGREEMENT WILL BE ACCEPTED.**

Client's Business Principal Signature: _____
Print Name: _____
Title: Chief Business Officer **Date:** _____



VOIDED CHECK FORM

- Please adhere a voided check from your business checking account to this sheet. Printed name on the check must match **either** the Corporate or DBA name as noted on the application. Starter/temporary checks are acceptable.

- If a check is not available, a letter from your bank will be accepted. The bank letter must reflect:
 1. **either** the Corporate or DBA name printed on the application.
 2. full routing number and account numbers.
 3. must be signed by a bank representative (cannot be an electronic signature).
 4. must be printed on bank letterhead.