

# ActBlue Direct Merchant Account Application Checklist

There are two entities that need to receive signed forms as a part of this application process: ActBlue and Chase Paymentech.

## **Chase Paymentech**

Listed below are the items that must be returned to Chase to begin processing for MasterCard/Visa. For questions regarding this information, please contact **Bryan Gibb at 800.824.4313 ext. 3590.**

- Completed and signed Paymentech Credit Card Services Application  
You only need to fill in the fields that are **highlighted** on the PDF. Be aware that the highlighting might not appear on your printed copy. Please do NOT use liquid paper on any section of the application - if you make a mistake, just cross through it and initial.

TO VIEW THE TERMS & CONDITIONS OF THE APPLICATION, GO TO  
<http://www.paymentech.net/merchants>

- 2 months of business bank statements (summary pages only)
- Signed Pricing Sheet
- Voided check from business checking account (this is where your funds will be deposited) **\*\*Paymentech cannot accept a deposit slip\*\***
- Photocopy of personal form of identification

**When complete, these materials should be faxed to Bryan Gibb at 214.849.4916.**

## **ActBlue**

Listed below are the items that must be returned to ActBlue. For questions regarding this information, please contact ActBlue at 617.517.7605.

- Completed and signed ActBlue Contract
- Voided check from business checking account (this should be the same account you provided to Chase)

**When complete, these materials should be faxed to ActBlue at 617.517.7601**

*Please verify that you have signed all required forms and contracts. Please be aware that it is essential for us to receive all of the information, completely filled out and signed, before we can begin processing your application.*



# MERCHANT APPLICATION AND AGREEMENT

## PARTIES AND SERVICES

INTERNAL USE ONLY			
MERCHANT #		MCC	REFERRAL SOURCE/ASSOCIATION NAME
AGENT #		CORP #	CHAIN #
SALES REPRESENTATIVE	PHONE	SALES ID	REFERRAL NUMBER
<b>ESTIMATED DATE OF FIRST CREDIT CARD ACCEPTANCE:</b> _____ <b>CARD ACCEPTANCE REQUESTED:</b> <input type="checkbox"/> CREDIT ONLY <input type="checkbox"/> DEBIT ONLY <input type="checkbox"/> CREDIT and DEBIT			
MERCHANT INFORMATION*			
BUSINESS LEGAL NAME <sup>adFE</sup>		IS YOUR BUSINESS SEASONAL? <input type="checkbox"/> YES <input type="checkbox"/> NO	
MAILING/BILLING ADDRESS		CITY	STATE ZIP
TELEPHONE NUMBER	DBA FAX #** LEGAL FAX #**	TAX ID #	TOTAL # OF LOCATIONS
MERCHANT "DOING BUSINESS AS" NAME		BUSINESS START DATE (MONTH/YEAR)	HOW LONG AT THIS LOCATION?
LOCATION ADDRESS (No P.O. Box)		CITY	STATE ZIP
TELEPHONE NUMBER	PRIMARY MERCHANT CONTACT	E-MAIL ADDRESS**	
TYPE OF OWNERSHIP: <input type="checkbox"/> SOLE OWNERSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LLC <input type="checkbox"/> PUBLIC CORP <input type="checkbox"/> PRIVATE CORP <input type="checkbox"/> GOVT. CORP <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> OTHER			
TYPE OF BUSINESS: <input type="checkbox"/> RETAIL <input type="checkbox"/> WHOLESALE <input type="checkbox"/> RESTAURANT <input type="checkbox"/> LODGING <input type="checkbox"/> MAIL ORDER <input type="checkbox"/> TELEPHONE ORDER <input type="checkbox"/> CONVENIENCE STORE <input type="checkbox"/> CONVENIENCE STORE WITH GAS <input type="checkbox"/> INTERNET <input type="checkbox"/> BUSINESS TO BUSINESS <input type="checkbox"/> HOME-BASED <input type="checkbox"/> OTHER LIST ALL WEBSITE ADDRESSES:			
DESCRIBE THE MERCHANDISE SOLD OR SERVICE PROVIDED			
CHECK METHOD OF ADVERTISING AND INCLUDE ANY MATERIALS: <input type="checkbox"/> YELLOW PAGES AD <input type="checkbox"/> CATALOG <input type="checkbox"/> DIRECT MAIL — LETTER/BROCHURE <input type="checkbox"/> TV/RADIO <input type="checkbox"/> TELEPHONE/TELEMARKETING <input type="checkbox"/> NEWSPAPER/MAGAZINE ADVERTISEMENT <input type="checkbox"/> REFERRAL <input type="checkbox"/> INTERNET/E-MAIL			
MAIL/FAX CHARGEBACK/RETRIEVALS TO: <input type="checkbox"/> OUTLET <input type="checkbox"/> CORPORATE		<input type="checkbox"/> RECON SOLUTIONS	
DELIVER STATEMENTS TO: <input type="checkbox"/> OUTLET <input type="checkbox"/> CORPORATE		DELIVER BY: <input type="checkbox"/> MAIL <input type="checkbox"/> E-MAIL** _____ <input type="checkbox"/> OUTLET <input type="checkbox"/> CHAIN	
AMERICAN EXPRESS MERCHANT #		DISCOVER MERCHANT #	
EQUIPMENT TYPE: <input type="checkbox"/> RENT <input type="checkbox"/> PURCHASE <input type="checkbox"/> LEASE <input type="checkbox"/> REPROGRAM <input type="checkbox"/> SOFTWARE CODING ONLY: _____			
SALES DEPOSIT & REFUND POLICY			
% ANNUAL CREDIT CARD SALES GENERATED BY: [MAIL/ PHONE %] [INTERNET %] [CARD SWIPE %] [HAND-KEYED ITEMS FACE-TO-FACE %] TOTAL = 100% PERCENTAGE OF CUSTOMER ORDERS DELIVERED IN: [0 DAYS %] [1-7 DAYS %] [8-14 DAYS %] [15-30 DAYS %] [MORE THAN 30 DAYS %] TOTAL = 100% NUMBER OF DAYS TO PREPARE SHIPMENTS FOR DELIVERY TO CUSTOMER FROM DATE OF ORDER: _____ ARE CUSTOMERS REQUIRED TO PROVIDE A DEPOSIT? <input type="checkbox"/> YES <input type="checkbox"/> NO IF A DEPOSIT IS REQUIRED, WHAT PERCENT OF THE TOTAL SALE IS REQUIRED? % MC/VISA SALES ARE DEPOSITED (CHECK ONE): <input type="checkbox"/> AT DATE OF ORDER <input type="checkbox"/> AT DATE OF DELIVERY <input type="checkbox"/> OTHER DO YOU HAVE A REFUND POLICY FOR YOUR MASTERCARD/VISA SALES? <input type="checkbox"/> YES <input type="checkbox"/> NO CHECK THE APPLICABLE REFUND POLICY: <input type="checkbox"/> EXCHANGE <input type="checkbox"/> STORE CREDIT <input type="checkbox"/> MC/VISA CREDIT <input type="checkbox"/> OTHER IF MC/VISA CREDIT, WITHIN HOW MANY DAYS DO YOU DEPOSIT CREDIT TRANSACTIONS? <input type="checkbox"/> 0-3 DAYS <input type="checkbox"/> 4-7 DAYS <input type="checkbox"/> 8-14 DAYS WHAT % OF PRODUCT/SERVICE DOES CUSTOMER RECEIVE AT TIME OF PURCHASE: %			
OWNERS/OFFICERS*			
(List the two owners with the largest share of ownership. Information on the individual(s) signing the application is needed below.)			
1. NAME		TITLE	PERCENT OF OWNERSHIP %
RESIDENCE ADDRESS		CITY	STATE ZIP
HOME TELEPHONE	SOCIAL SECURITY #	DATE OF BIRTH	DRIVER'S LICENSE # STATE
2. NAME		TITLE	PERCENT OF OWNERSHIP %
RESIDENCE ADDRESS		CITY	STATE ZIP
HOME TELEPHONE	SOCIAL SECURITY #	DATE OF BIRTH	DRIVER'S LICENSE # STATE
COMPANY PRESIDENT		COMPANY CFO	
CREDIT INFORMATION			
ANNUAL VISA/MASTERCARD VOLUME		AVERAGE CREDIT CARD TICKET	TOTAL SALES

\* Federal regulations require that we collect information to verify customer identity and that we retain this information in our records.

\*\*By providing us your fax number and e-mail address, you agree that we may fax and/or email information to you from time to time regarding our products and services, and third party products and services which may be of interest to you.

MAIL OR TELEPHONE ORDER SALES				
(Complete if your sales are generated by mail, telephone or Internet orders, or if your product is not delivered at the point of sale.)				
NAME OF FULFILLMENT HOUSE (IF ANY)		DELIVERY TIME FRAME	IF USING A FULFILLMENT HOUSE, WHO OWNS THE MAJORITY OF THE INVENTORY? <input type="checkbox"/> MERCHANT <input type="checkbox"/> FULFILLMENT HOUSE	
FULFILLMENT HOUSE — STREET ADDRESS		CITY	STATE	ZIP
BANK REFERENCES (attach separate sheet with trade references if applicable)				
BANK NAME (Please attach preprinted voided check.)		TRANSIT ROUTING # (ABA #)	ACCOUNT NUMBER	
ADDRESS		CITY	STATE	ZIP
IF THE MERCHANT HAS PREVIOUSLY ACCEPTED CREDIT CARDS, THE LAST 3 MONTHS' MERCHANT STATEMENTS MUST BE PROVIDED				
CURRENT CREDIT CARD PROCESSING BANK, IF APPLICABLE		REASON FOR LEAVING CURRENT PROCESSOR (IF APPLICABLE)		
BANK OR PROCESSOR NAME:				
CITY	STATE	ZIP	CONTACT	PHONE
HAVE ANY OF THE PRINCIPALS EVER FILED FOR BANKRUPTCY? FIRST PRINCIPAL <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, STATE: CHAPTER FILED: DATE:				
SECOND PRINCIPAL <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, STATE: CHAPTER FILED: DATE:				
HAVE ANY OF THE PRINCIPALS EVER MANAGED OR OWNED ANOTHER BUSINESS THAT ACCEPTED CREDIT CARDS?				
FIRST PRINCIPAL <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, BUSINESS NAME: CITY/STATE				
SECOND PRINCIPAL <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, BUSINESS NAME: CITY/STATE				

THIS MERCHANT APPLICATION AND AGREEMENT (this "Agreement") is entered into by and between PAYMENTECH, LLC, a Delaware limited liability company ("Paymentech"), for itself and on behalf of JPMorgan Chase Bank, N.A. and the Merchant identified in this Agreement. Under the terms of this Agreement, Company will be the sole provider to Merchant of the services necessary to authorize, process and settle all of Merchant's credit and debit card transactions set forth in Schedule A to this Agreement. If a third party referred you to us for the services provided under this Agreement, such third party may be party to the Agreement, but has no rights with respect to Merchant except as provided in such third party's agreement with us.

**FOR MERCHANT AND INDIVIDUAL GUARANTORS** – As the person signing below on behalf of the business designated on the above Application ("Merchant"), I certify that I am an owner, partner or officer of the Merchant and have been duly authorized to sign this Merchant Application and Agreement on behalf of the Merchant. Merchant and each guarantor signing below ("Guarantor") hereby acknowledge that they have each received and read (1) Terms and Conditions for Merchant Agreement, (2) Schedule A (Pricing) and (3) the Operating Guides - Retail and Mail Order/Telephone Order/Internet Transactions. Merchant agrees to be bound by the terms and conditions contained in those documents, and each Guarantor hereby agrees to be bound as a Guarantor of the Merchant's obligations under this agreement, according to the Personal Guaranty contained in the Terms and Conditions for Merchant Agreement. Merchant hereby authorizes Paymentech to credit and debit Merchant's designated bank account(s) in accordance with this Agreement. Merchant represents and warrants that all information on this Application, and the related information submitted in conjunction with the Application, is true, complete and not misleading. The Application now belongs to Paymentech. Merchant understands that the application fee is non-refundable. Merchant, each Owner/Officer and each Guarantor hereby authorizes and agrees that Paymentech, or its designee, may investigate and verify the credit and financial information of Merchant, each Owner/Officer and any individual Guarantor and may obtain consumer and commercial credit reports on the Guarantors, Owners/Officers and Merchant from time to time. If the Application is approved, subsequent consumer and business credit reports may be required or used in connection with the maintenance, updating, renewal or extension of the Agreement. The Merchant, Owners/Officers and each Guarantor agrees that all business references, including banks, may release any and all credit and financial information to Paymentech. ANY UNILATERAL ALTERATION, STRIKEOVER OR MODIFICATION TO THE PREPRINTED TEXT OR LINE ENTRIES OF THIS MERCHANT APPLICATION AND LEGAL AGREEMENT SHALL BE OF NO EFFECT WHATSOEVER, AND AT PAYMENTECH'S SOLE DISCRETION, MAY RENDER THIS MERCHANT APPLICATION INVALID.

**MERCHANT:**

BUSINESS LEGAL NAME \_\_\_\_\_

By: \_\_\_\_\_  
Individual Signature (#1 from application)

By: \_\_\_\_\_  
Individual Signature (#2 from application)

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

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

Print Individual Name: \_\_\_\_\_

Print Individual Name: \_\_\_\_\_

**GUARANTORS:**

\_\_\_\_\_  
Individual Signature

\_\_\_\_\_  
Individual Signature

Print Guarantor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Print Guarantor Name: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED:  
PAYMENTECH, LLC, for itself and on behalf of JPMorgan Chase Bank, N.A.

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



&

SCHEDULE A PRICING SHEET

<b>Application/Enrollment</b>	
<b>Discount Rates:</b>	
Visa & MasterCard Interchange Pass-Thru, Assessments, & Access Fee    +    1.82% -Visa Assessment: 0.0925%, Visa Access Fee: \$0.005 -MC Assessment: 0.095%, MC Access Fee: \$0.005	
American Express	Billed directly from AMEX
Discover Card	Billed directly from Discover
<b>Per Transaction Fees:</b>	
MasterCard/Visa	<b>\$0.00</b>
<b>Authorization Fees: (Per Transaction)</b>	
MasterCard/Visa	<b>\$0.30</b>
Discover	\$0.30
American Express	\$0.30
Voice Authorizations	\$0.65
<b>Monthly Service Charge:</b>	
	<b>\$0.00</b>
<b>Merchant Supplies:</b>	
	billed per order
<b>Miscellaneous</b>	
Chargebacks	\$10.00 Per Occurrence
Minimum Monthly Fee	\$10.00
Check Authorization Services	information provided upon request
<b>Orbital Gateway &amp; Virtual Terminal:</b>	
Set-Up Fee	<b>Waived</b>
Monthly Fee	<b>Waived</b>
Additional Per Item Fee	<b>Waived</b>

Contact Bryan Gibb @  
**(800) 824-4313 x3590**

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Authorized Signature

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Date

**70-1103**

## Agreement

This Agreement, effective when executed by both parties, sets forth the understanding between ActBlue, LLC (“ActBlue”) and

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Name of Committee \_\_\_\_\_

(“Recipient”) regarding a project to facilitate the solicitation of contributions to Recipient via the internet (the “Project”).

### **Recipient’s Responsibilities.**

- 1) Recipient agrees to
  - a) Apply for a Chase Paymentech Merchant Account and, upon approval of such an account to
    - i) Provide ActBlue with a copy of all materials (both the formal application and any e-mail follow-up) provided in support of their application for a Merchant Account excluding any confidential information, such as bank statements, social security numbers, and the like.
    - ii) Treat this contract as permission for Chase to provide ActBlue with the Merchant ID, Group Number and PNS for the account once established and if Chase fails to do so, to provide that information to ActBlue;
    - iii) Provide ActBlue with the Routing and Account numbers for the account to which funds will be transferred via the Merchant Account:
      - (1) Account Number: \_\_\_\_\_
      - (2) Routing Number: \_\_\_\_\_(Please attach a voided check or savings deposit slip for this account.)
  - b) Pay the following fees in a timely fashion:
    - i) All fees outlined in the Merchant Agreement with Chase Paymentech;
    - ii) A service fee of 1.5% of gross volume to ActBlue.
      - (1) This agreement serves as explicit authorization to ActBlue to debit, on a monthly basis, the account specified in 1(a)(iii) above for this fee.
      - (2) If for any reason this fee can not be directly debited, Recipient agrees to pay the fee on receipt of an invoice.
  - c) Provide ActBlue with a contact name, phone number and e-mail address that can be passed on to donors seeking a refund on contributions:
    - i) Contact Name: \_\_\_\_\_
    - ii) Phone Number: \_\_\_\_\_
    - iii) E-Mail: \_\_\_\_\_
  - d) Recipient acknowledges that failure to act on any of the items listed above may delay implementation of the Project.

### **ActBlue's Responsibilities**

- 2) ActBlue agrees to
  - a) Assist Recipient with its application for a Merchant Account. Recipient acknowledges that fundamental responsibility for the success the application process rests with Recipient.
  - b) Activate the Recipient on ActBlue's Website within 2 business days of Recipient's provision of a valid PNS number and notification that the IP addresses specified above have been authorized to transmit credit card charges for the Chase Paymentech Merchant Account. "Activate" means enabling
    - i) users of ActBlue's website to make contributions to the Recipient, and
    - ii) Recipient to access and to download contributor information;
  - c) Provide appropriate customer service to the Recipient and its donors.
    - i) ActBlue will respond to all customer service requests within two (2) business days.
    - ii) Recipient acknowledges that ActBlue will be unable to issue any refunds to its donors and will refer all such inquiries to the Recipient for resolution.
  - d) Solicit and accept contributions on behalf of the Recipient through its website at [www.actblue.com](http://www.actblue.com).

### **Relationship Between the Parties**

- 3) Nothing in this Agreement shall be deemed to place Recipient or ActBlue in the relationship of employer-employee, principal-agent, affiliates, partners or joint venturers.

### **Governing Law; Changes; Captions**

- 4) This Agreement contains the entire agreement between the parties. It supersedes and terminates all prior agreements between the parties relating to the subject matter herein addressed and shall be governed by the laws of the Commonwealth of Massachusetts. It may not be changed orally, but only by agreement in writing signed by both parties. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.
- 5) This Agreement is made and will be construed according to the substantive laws of the Commonwealth of Massachusetts without reference to its conflicts of law principles. The exclusive jurisdiction and venue for any disputes related to this Agreement shall be in the state and federal courts located in Boston, Massachusetts.

### **Severance**

- 6) The invalidation of any portion of this Agreement will not and shall not impair or affect the validity of any other provisions.

**Non-Payment of Fees**

- 7) If Recipient has not paid a fee outlined in section 1(b) 30 days after it was due, ActBlue may provide written notice (including e-mail) of “Pending Suspension for Nonpayment of Fees.” If the fee(s) remain unpaid seven (7) days following such notice, ActBlue may suspend the Project until all fees have been paid.
- 8) If, after a suspension of the Project, any fee(s) remain unpaid 60 days after they were due, ActBlue may terminate this Agreement upon written notice (including e-mail) to Recipient.

**Term**

- 9) This Agreement shall remain in effect until December 31, 2008, and may be renewed upon the written consent of the parties on or before that date.
- 10) Either party may terminate this agreement for cause immediately upon the occurrence of any of the following events:
  - a) if the other party ceases to do business, or otherwise terminates its business operations or
  - b) if the other party materially breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days of written (including e-mail) notice describing the breach, or
  - c) if the merchant account with Chase is closed.
- 11) Recipient may terminate this agreement for convenience with thirty (30) days written (including e-mail to campaigns@actblue.com) notice.
- 12) Upon conclusion of the Term, the provisions of Sections 3, 4, 5, and 6 shall survive for so long as they may remain applicable. Section 1(b) shall remain in effect for so long as any fees have accrued as of the date of termination and remain outstanding.

**ACCEPTED AND AGREED:**

**ACTBLUE, LLC**

**RECIPIENT**

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

State: \_\_\_\_\_

District: \_\_\_\_\_