



TOOELE COUNTY CORPORATON
CONTRACT # 11-11-08

MERCHANT APPLICATION AND AGREEMENT

Rev. 4/2011 (No. ETF) v2		INTERNAL USE ONLY: APPLICATION ID	
SALES REP. John Leatherwood	SALES ID: PTDJ	REP PHONE: (214)849-3679	
RESOURCE ONLINE? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, LOG-ON EMAIL:		

1 | MERCHANT BUSINESS INFORMATION - FEDERAL REGULATIONS REQUIRE THAT WE COLLECT AND RETAIN FOR OUR RECORDS
INFORMATION TO VERIFY MERCHANT IDENTITY

MERCHANT "DOING BUSINESS AS" Tooele County Corp DATE OPEN FOR BUSINESS (MM/YYYY) 01/1852

DBA / PHYSICAL ADDRESS (NO PO BOX OR PAID MAIL BOX) 47 South Main Street CITY Tooele STATE UTAH ZIP CODE 84074

TELEPHONE # 435-843-3190 FAX #435-843-4732 PRIMARY MERCHANT CONTACT Jeremy Walker, Treasurer

MERCHANT DBA EMAIL ADDRESS jawalker@co.tooele.ut.us

MERCHANT LEGAL NAME Tooele County Corporation FEDERAL TAX ID / EIN 87-6000317

TYPE OF OWNERSHIP SOLE OWNERSHIP PARTNERSHIP GOVERNMENT AGENCY LLC PRIVATE CORPORATION
 PUBLIC CORPORATION NON-PROFIT OTHER: *IF LLC, TAXED AS: CORPORATION DISREGARDED ENTITY PARTNERSHIP

STATE OF FORMATION DATE OF FORMATION (MM/DD/YYYY) TRADING SYMBOL

LEGAL ADDRESS 47 South Main Street CITY Tooele STATE UT ZIP CODE 84074

TELEPHONE # 435-843-3190 FAX # 435-843-4732 LEGAL EMAIL ADDRESS jawalker@co.tooele.ut.us

2 | MERCHANT PROFILE

IS YOUR BUSINESS HOME BASED? YES NO IS YOUR BUSINESS SEASONAL? YES NO # YEARS AT ABOVE DBA LOCATION

IF "YES", WHERE IS INVENTORY LOCATED? YES NO

TYPE OF BUSINESS RETAIL RESTAURANT LODGING CONVENIENCE STORE WITH GAS AUTO RENTAL CASH ADVANCE
 INTERNET OTHER: FOR INTERNET, PLEASE LIST ALL WEBSITE ADDRESSES:

DESCRIBE THE MERCHANDISE SOLD OR SERVICES PROVIDED BY MERCHANT

ADVERTISING METHODS (please attach sample materials) YELLOW PAGES AD CATALOG DIRECT MAIL TV / RADIO NEWSPAPER / MAGAZINES
 REFERRAL INTERNET EMAIL INSERTS INFOMERCIALS RETAIL STORE OUTBOUND TELEMARKETING
 INBOUND TELESERVICES MULTI-LEVEL MARKETING OTHER:

HAS MERCHANT EVER FILED FOR BANKRUPTCY? YES NO FILING STATE CHAPTER FILED FILING DATE EMERGENCE DATE

3 | STATEMENT, CHARGEBACK & RETRIEVAL REQUEST INFORMATION

EMAIL STATEMENTS TO: jawalker@co.tooele.ut.us MAIL STATEMENTS TO: LEGAL ADDRESS DBA / PHYSICAL ADDRESS OTHER:

MAIL CHARGEBACK REQUESTS TO: LEGAL ADDRESS DBA / PHYSICAL ADDRESS OTHER:
 MAIL RETRIEVAL REQUESTS TO: LEGAL ADDRESS DBA / PHYSICAL ADDRESS OTHER:
 FAX RETRIEVAL REQUESTS TO:

4 | SALES, RETURN & REFUND POLICIES

% ANNUAL PAYMENT CARD TRANSACTIONS GENERATED BY (total must = 100%):	MAIL / PHONE %	INTERNET %	CARD SWIPE %	HAND KEYED & FACE TO FACE %
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WILL THE CARDHOLDER BE CHARGED ON A RECURRING BASIS? YES NO

IF "YES", PLEASE INDICATE THE FREQUENCY OF THE CHARGES: 30 DAYS 60 DAYS 90 DAYS ANNUALLY OTHER:

% CUSTOMER ORDERS DELIVERED IN (total must = 100%)	0 DAYS %	1-7 DAYS %	8-14 DAYS %	15-30 DAYS %	>30 DAYS %
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PAYMENT CARD TRANSACTIONS ARE SUBMITTED FOR PROCESSING ON DATE OF ORDER ON DATE OF DELIVERY OTHER:

OF DAYS TO PREPARE SHIPMENTS FOR DELIVERY, FROM DATE OF ORDER ARE CUSTOMERS REQUIRED TO PAY A DEPOSIT? YES NO
IF "YES", WHAT % OF THE TOTAL SALE IS REQUIRED? %

WHAT % OF PRODUCT / SERVICE DOES CUSTOMER RECEIVE AT TIME OF PURCHASE %

REFUND POLICY (check all that apply) NO REFUND STORE CREDIT MC / VISA CREDIT MERCHANDISE EXCHANGE OTHER (please attach policy)

5 | FULFILLMENT PROFILE - COMPLETE THIS SECTION IF YOUR SALES ARE GENERATED BY MAIL, TELEPHONE OR INTERNET ORDERS AND IF A FULFILLMENT HOUSE SHIPS THE PRODUCT.

NAME OF FULFILLMENT HOUSE WHO OWNS THE MAJORITY OF YOUR INVENTORY?
 MERCHANT FULFILLMENT HOUSE

ADDRESS CITY STATE ZIP

DELIVERY TIME FRAME DELIVERY METHOD

9A AMERICAN EXPRESS® CARD ACCEPTANCE		AVERAGE AMERICAN EXPRESS TRANSACTION AMOUNT	
TOTAL ANNUAL AMERICAN EXPRESS SALES VOLUME		<input type="checkbox"/> AMERICAN EXPRESS MONTHLY FLAT RATE \$7.95	
<input checked="" type="checkbox"/> AMERICAN EXPRESS DISCOUNT RATE 3.5%		<input type="checkbox"/> RETAIL = \$0.10 TRANSACTION FEE + *0.30% CNP DOWNGRADE	
<input checked="" type="checkbox"/> MONTHLY GROSS PAY		<input type="checkbox"/> SERVICES, WHOLESALE & ALL OTHER = \$0.15 TRANSACTION FEE	
<input type="checkbox"/> DAILY GROSS PAY		<input type="checkbox"/> RESTAURANT = \$0.05 TRANSACTION FEE + *0.30% CNP DOWNGRADE	
<input type="checkbox"/> PAY FREQUENCY (3/15/30)		AVERAGE AMERICAN EXPRESS TRANSACTION AMOUNT	
*A 0.30% CNP DOWNGRADE FEE WILL BE CHARGED FOR ANY TRANSACTION WHERE THE CARD IS NOT PRESENTED AT THE TIME OF THE TRANSACTION			
FOR PAYMENTECH TO REQUEST AN AMERICAN EXPRESS NUMBER ON BEHALF OF THE MERCHANT THROUGH THE AMEX ESA PROGRAM: 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 Paymentech and American Express Travel Related Services Company, Inc. ("American Express") and American Express'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, and disclose such information to their agents, subcontractors, Affiliates, and other parties for any purpose permitted by law. I authorize and direct Paymentech and American Express and American Express's agents and Affiliates to inform me directly, or through the entity above, 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 American Express to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program. In addition, by signing this form, you authorize American Express and its agents and Affiliates to send you account information and exclusive offers and savings for your business via the information that you have provided, which includes your business email address. For information on how we use your information and protect your privacy, please visit us at www.americanexpress.com/privacy .			
SIGNATURE _____		DATE _____	

This Merchant Application and Agreement and the attached Terms and Conditions for Merchant Agreement (collectively referred to herein as the "Agreement") are entered into by and among JPMORGAN CHASE BANK, N.A. ("Member"), PAYMENTECH, LLC, a Delaware limited liability company ("Paymentech"), and the MERCHANT identified herein ("Merchant"). Paymentech will be the sole provider to Merchant of the services necessary to authorize, process and settle all of Merchant's Transactions set forth in Schedule A and pursuant to the terms and conditions of the Agreement. If a third party referred to us for the services provided under this Agreement, such third party may be a party to the Agreement, but has no rights with respect to Merchant except as provided in such third party's agreement with us. AS PART OF YOUR APPLICATION, MERCHANT MAY BE CONTACTED BY PAYMENTECH OR A THIRD PARTY CONTRACTED BY PAYMENTECH WHO WILL NEED TO GAIN ACCESS TO MERCHANT'S BUSINESS OPERATION TO PERFORM A SITE SURVEY AND INSPECTION ("SITE SURVEY") IN COMPLIANCE WITH PAYMENTECH BRAND RULES. THE SITE SURVEY SHALL INCLUDE, AMONG OTHER THINGS, AN INTERVIEW WITH MERCHANT REGARDING THE NATURE OF MERCHANT'S BUSINESS, AS WELL AS PHOTOGRAPHS OF MERCHANT'S TRANSACTIONS UNTIL A SITE SURVEY CAN BE COMPLETED AND APPROVED BY PAYMENTECH. IF MERCHANT FAILS TO REASONABLY COOPERATE WITH THE REQUIRED SITE SURVEY, OR IF THE SITE SURVEY IS NOT APPROVED BY PAYMENTECH, PAYMENTECH MAY TERMINATE THIS AGREEMENT IMMEDIATELY UPON NOTICE TO MERCHANT.

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) the Terms and Conditions for Merchant Agreement, and (2) Schedule A (Pricing). 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 the terms and conditions of the Terms and Conditions for Merchant Agreement. Merchant understands that the application fee is non-refundable. Merchant and each Guarantor hereby authorizes and agrees that Paymentech, Member, or their designees, may investigate and verify the credit and financial information of Merchant and any individual Guarantor and may obtain consumer and commercial credit reports on the Guarantors 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 and each Guarantor agree that all business references, including banks, may release any and all credit and financial information to Paymentech. ANY UNILATERAL ALTERATION TO THE PREPRINTED TEXT OR LINE ENTRIES OF THIS AGREEMENT SHALL BE OF NO EFFECT WHATSOEVER; AND AT PAYMENTECH'S SOLE DISCRETION, MAY RENDER THIS AGREEMENT INVALID.

PERSONAL GUARANTY - To induce Paymentech and Member to enter into the Agreement (as the same may hereafter be renewed, modified, extended, or amended, the "Agreement"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the guarantors named herein and who are signing below (each a "Guarantor" and collectively, the "Guarantors"), jointly and severally, irrevocably, and unconditionally guarantee to Paymentech, and its successors and assigns the due and punctual payment of the Indebtedness. As used herein, the term "Indebtedness" means all indebtedness, obligations, and liabilities of the merchant identified herein to Paymentech at any time created or arising, including, without limitation, to all indebtedness, obligations, and liabilities of Merchant arising under the Agreement. This Personal Guaranty is a guaranty of payment and not a guaranty of collection. Each Guarantor agrees that he or she is liable for the Indebtedness as primary obligor. Paymentech may proceed against one or more Guarantors whether or not Paymentech proceeds against Merchant, any other obligors, or any collateral securing the Indebtedness. This Personal Guaranty may not be revoked by any Guarantor and shall continue to be effective with respect to any Indebtedness arising or created after any attempted revocation. Each Guarantor acknowledges that he or she will benefit from the services and financial accommodation provided by Paymentech to Merchant's business. Each Guarantor is familiar with, and has independently reviewed books and records regarding, the financial condition of Merchant and is familiar with the value of any and all collateral intended to be created as security for the payment of the Indebtedness. However, no Guarantor is relying on such financial condition or collateral, including, without limitation, the Merchant's Reserve Account (as defined in the Agreement) if any, as an inducement to enter into this Personal Guaranty. The obligations of each Guarantor hereunder shall be enforceable irrespective of the validity, legality, or enforceability of Merchant's obligations (including without limitation, the expiration of any applicable limitations period) and shall not in any way be affected by or conditional upon (i) any action taken under the Agreement or the exercise of any right or power thereby conferred; (ii) the bankruptcy or similar proceedings involving or affecting Merchant; (iii) any assignment, modification, alteration, or amendment of, or addition to, the Agreement whether with or without such Guarantor's knowledge or consent; (iv) any renewal, extension, increase, modification, alteration or rearrangement of all or any part of the Indebtedness; (v) any adjustment, indulgence, forbearance, or compromise that might be granted by Paymentech to Merchant or any Guarantor; or (vi) any other action, inaction, or circumstance whatsoever (with or without notice to or knowledge of or consent by such Guarantor) that may in any manner vary the risks of such Guarantor or might otherwise constitute a legal or equitable defense or discharge of any surety or guarantor. The Guarantor hereby waives all defenses based on occurrences of the types described in clauses (i) through (vi) above. Guarantors authorize Paymentech, from time to time, without notice or demand and without affecting their liability hereunder, to (i) renew, compromise, extend, accelerate, or otherwise change the time for payment of, or otherwise change the terms of, the Indebtedness or the Agreement; (ii) take and hold security for the payment of the Indebtedness or this Personal Guaranty, and exchange, enforce, waive, and release any such security, or take additional security; (iii) apply such security or the proceeds thereof in such order or manner as Paymentech, in its discretion, may determine; (iv) release, in whole or in part, Merchant or any Guarantor from liability for the payment of the guaranteed debt; (v) substitute any one or more of the Guarantors or acquire additional guarantors; and (vi) to obtain and review such information (including without limitation, the reports of any consumer credit bureau) as Paymentech may deem necessary to confirm Guarantors' creditworthiness. Guarantors hereby waive notice of (i) the incurrence by Merchant of any Indebtedness; (ii) acceptance of this Personal Guaranty; (iii) any renewal, modification, extension, or amendment of the Agreement or of any other instrument or document pertaining to all or any part of the Indebtedness; (iv) the occurrence of any breach or default under the Agreement; (v) Paymentech's transfer or disposition of the Indebtedness, or any part thereof; (vi) sale or foreclosure (or posting or advertising for sale or foreclosure) of any collateral for the Indebtedness; (vii) protest, proof of non-payment, or default by Merchant; and (viii) any other action at any time taken or omitted by Paymentech. Guarantors hereby waive all presentment demands for performance or payment, protests, notices of protest, nonperformance, dishonor, default and non-payment, and all other notices or formalities. This Personal Guaranty shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, administrators, legal representatives, successors, and assigns. Guarantors may not, without the prior written consent of Paymentech, assign any of their rights, powers, duties, or obligations hereunder. Guarantors jointly and severally agree to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Paymentech in the enforcement of this Personal Guaranty. Paymentech's rights hereunder shall be cumulative of any and all other rights that Paymentech may have against Guarantors.

MERCHANT SIGNATURES

MERCHANT LEGAL NAME Tooele County Corporation
 (the Legal Name provided here should match the Merchant Legal Name set forth in Section 1)
 NAME [Signature] DATE 10/18/11
 NAME Jeremy Walker TITLE Treasurer

GUARANTOR(S) SIGNATURES

NAME _____ DATE _____
 NAME _____ DATE _____

PAYMENTECH, LLC, for itself and on behalf of JPMORGAN CHASE BANK, N.A.
 APPROVED BY: _____ DATE _____