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When Complete Fax
To: 631 691-0669



Priority Merchants, Inc.

951 - 371 - 8733

Please Send Welcome Kit

Merchant Application

ISO: Priority Merchants, Inc. Agent Name: Bob Busanovitch

Returned Checks will be made payable to (DBA)	Merchant's Legal Business Name		
HQ-Address	City	State	Zip Code
Retail Location Address	City	State	Zip Code
Contact Person/Title	E- Mail Address		
Phone Number	Fax Number		
Ownership - Partner/Corp. & Year Acquired	Federal Tax ID	State ID	Sales Tax ID
Number of Locations (Complete one application per location and one "Return Items Mail Release Authorization" per bank account.)			

Banking Information

Name of Primary Bank	Name of Account
Bank Representative	Bank Phone Number
Bank Routing Number	Bank Account Number

The undersigned certifies the accuracy of all the foregoing information, and authorizes Bank or other investigative agency employed by Chex Collect[®]™ to investigate the reference given to Chex Collect[®]™ or statements or other data contained herein obtained from Merchant or from other persons, pertaining to the Merchant's credit, financial responsibility or accuracy of any of the foregoing information. Merchant further agrees to notify Chex Collect[®]™ of any and all changes, which may occur from time to time, in the information and statements contained herein.

Merchant hereby agrees to obtain a written authorization for any applicable return fee, before submitting a return check item to for processing. By placing authorization language acceptable to on any invoice, remittance advice, check acceptance Agreement, contract or similar document, which has been signed by Customer. Your PAID CHECKS will be electronically ACH deposited for FREE (e-mail address required), or check below

If you wish to have your PAID CHECKS mailed to your HQ (\$1.50 charge per check)

This Agreement is between the above named Merchant and Chex Collect[®]™. This Agreement constitutes the only Agreement between the parties and all prior negotiations, agreements and understandings, whether oral or written are therefore superseded. No modification or amendment of this Agreement shall be effective unless in writing and signed by all parties. The Officer signing below certifies that he/she is authorized and empowered to execute this Chex Collect[®]™ Merchant Agreement on behalf of Merchant and to bind Merchant to the terms and conditions stated herein.

1. Merchant authorizes Chex Collect[®]™ to represent all return check items forwarded to Chex Collect[®]™ by Merchant or Merchant's bank(s); this program is subject to a \$2,500.00 per check face value limit in accordance with the RCK Rules of NACHA. In such event, Chex Collect[®]™ will proceed immediately to Secondary Collection.
2. Merchant authorizes Chex Collect[®]™ to originate an electronic debit for a separate return fee and amount posted by the Merchant and agreed by the check writer. This fee shall not exceed the maximum amount allowed by applicable state laws.
3. Merchant agrees to complete a return item authorization form provided by Chex Collect[®]™ and forward to the bank(s) utilized by Merchant so that all returns shall be forwarded to Chex Collect[®]™ after first presentation.
4. Merchant agrees to display notices supplied to Merchant by Chex Collect[®]™ at all point of sale locations at all times.
5. All represented and collected check items shall become due and payable to the Merchant, The Merchant shall be paid weekly for all items processed and cleared the previous week.

6. Chex Collect[®]™ will be allowed sixty (60) days from the date of receipt of a return check item to complete their electronic re-presentation process. If this Agreement is terminated for any reason, Chex Collect will retain the right to complete their electronic re-presentation process for all returned check items forwarded to Chex Collect[®]™ prior to said termination.
7. If any customer pays Merchant directly, the Merchant agrees to forward all return fees to Chex Collect[®]™. If no return fees are collected, merchant is liable for fee.
8. Chex Collect[®]™ will pay the Merchant 100% of the face value of the check or a percentage equal to the amount collected if partial payments are received. Chex Collect[®]™ will pay Merchant weekly for all check amounts collected and released the previous week
9. Chex Collect[®]™ does not guarantee the collection or payment of any return item presented to Chex Collect[®]™ for electronic representation. Further, Chex Collect[®]™ makes no representation or warranty as to the collectivity or validity of any return item.
10. Chex Collect[®]™ retains the right to refuse to process any transaction submitted by Merchant.
11. All disputes between Merchant and its customers relating to a check transaction shall be settled between Merchant and said customer. Merchant agrees to indemnify and hold Chex Collect[®]™ harmless from any claim, liability, loss or expenditure resulting from Merchant's actions or in-actions, including but not limited to failing to obtain written authorizations or post notices as required by this Agreement. Notwithstanding the foregoing, Chex Collect[®]™ agrees to indemnify and hold Merchant harmless from any claim, liability or loss by Chex Collect[®]™ actions or in-actions while processing return check items from Merchant.
12. All transactions covered by this Agreement are governed by the National Automated Clearing House Association's Operating Rules, Regulation CC and E established by the Federal Reserve Board, UCC Article 4, The Electronic Funds Transfer Act and other applicable laws and regulations.
13. If Chex Collect[®]™ is unable to electronically recover your returned check in accordance with the RCK Rules of NACHA within the sixty (60) days allowed as per sub-paragraph 6 herein, then Chex Collect[®]™ will automatically activate our Secondary Collection process, unless you have checked your disapproval in the box provided at the bottom of the first page of the Merchant Service Agreement.
14. Secondary Collection includes instituting our collection activity through one of our affiliated collection agencies in the first instance, and if the check remains uncollected after sixty (60) days, then referral to a collection attorney who has the ability to commence a lawsuit in the home state of the check writer. While this Agreement authorizes referral to an attorney for collection, no relationship of attorney-client can be created without a written attorney engagement agreement between Merchant and the attorney so engaged.*
15. If it is necessary to engage an attorney to commence a lawsuit, Chex Collect[®]™ can provide an attorney for you at no additional fee, as the attorney's fee will be included in the collection fees outlined below. While collection fees for Secondary Collection are contingent and not paid by Merchant unless an actual recovery is completed, any and all legal disbursements, court costs, and expenses shall remain the sole obligation of the Merchant and must be paid whether a recovery is completed or not.
16. These legal disbursements, court costs and expenses will be debited from the Merchant's account in accordance with the Merchant Approval signed by you on the first page of the Merchant Service Agreement.
17. Contingency fees for Secondary Collection are as follows:

2-3 months past due	15%
3-6 months past due	20%
6-12 months past due	25%
over 1 year past due	30%
Consumer Accounts	35%
Judgment Accounts	50%
Out-of-Business Accounts	50%
18. If Merchant fails to comply with any term of this Agreement or any applicable laws or regulations cited in this Agreement, then Chex Collect[®]™ may terminate this Agreement immediately by giving notice to Merchant.
19. Either party to this Agreement may cancel this Agreement as per terms stated in Cancellation hereinafter.
20. Chex Collect[®]™ may change the terms of this Agreement at any time by giving Merchant ten (10) days notice of said change. If Merchant does not agree to the change then Merchant may cancel this Agreement.
21. The laws of the State of New York shall govern this Agreement.

Agreed and Accepted the _____ **day of** _____, **20** _____

Signature _____ **Printed Name of Authorized Signor** _____

- Please attach voided check to application -

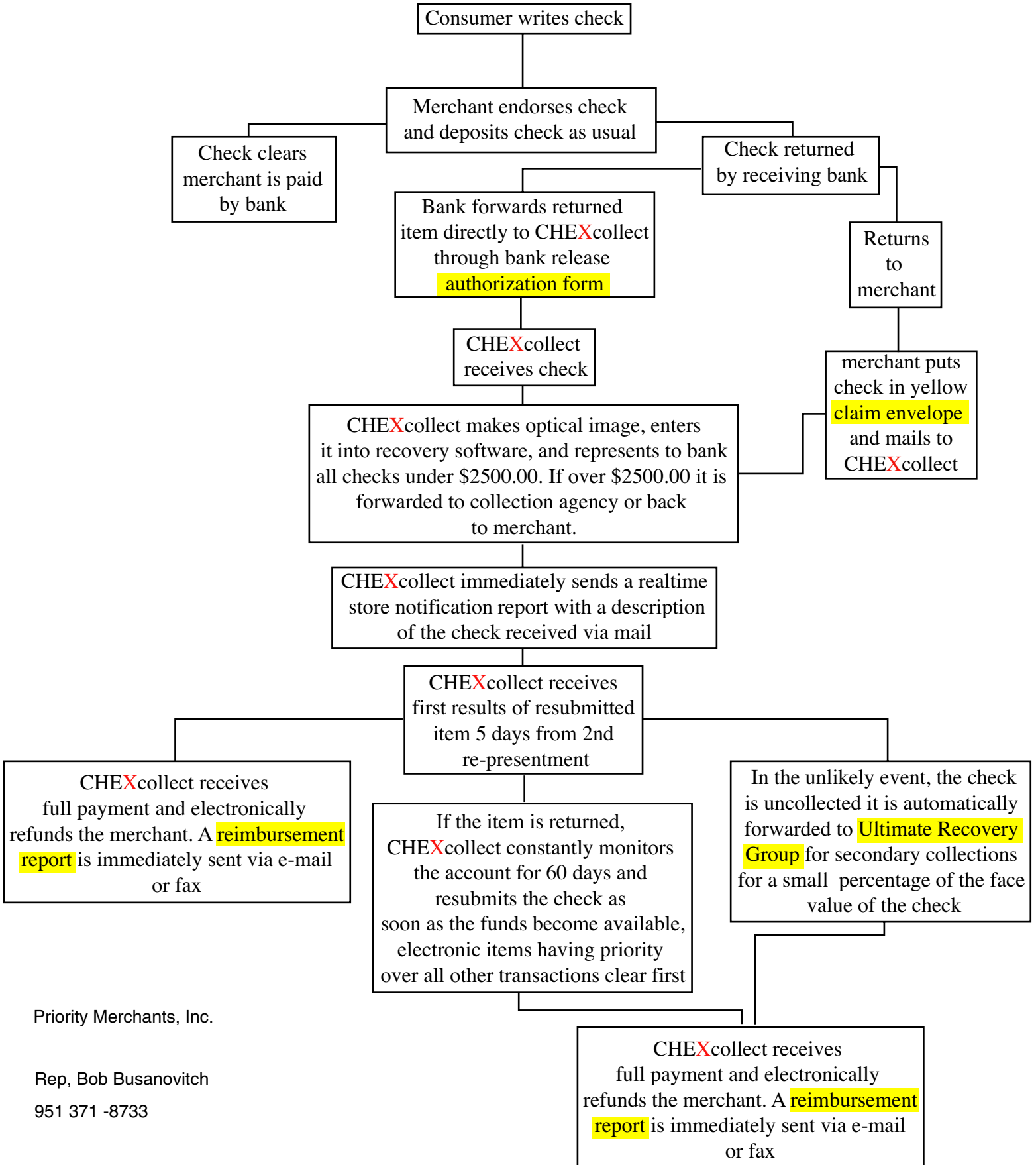
Do not process uncollected checks to secondary collection

* A copy of the Standard Attorney Engagement Agreement can be viewed and downloaded @ CHEXcollect.com

Priority Merchants, Inc. - Phone: 951 371 8733

<http://www.prioritymerchantservices.com/pdf/chexcol.pdf>

FREE NSF Check Recovery, Merchant Receives 100% face value of all Checks



Priority Merchants, Inc.

Rep, Bob Busanovitch

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