

# TenderCard™ Application



## Merchant Profile (required)

DBA Name \_\_\_\_\_  
 Legal Name \_\_\_\_\_  
 Location Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 Email \_\_\_\_\_

Business Type (SIC Code) \_\_\_\_\_  
 Products/Services Sold \_\_\_\_\_  
**Billing Address (if different than location)**  
 Same as location  Other (see below)  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Fax \_\_\_\_\_

## Program Setup (required)

### Program Type (required)

Gift Only  Loyalty Only  Gift and Loyalty

### Merchant Setup (select A, B or C)

A)  **Single Location** For Multi-Location and Association setup ▶

### Initial Setup Fees (required)

#### Starter Kit With Cards Includes:

Cards, gift card envelopes, a point of purchase display stand, window decals, a program quick reference guide, product catalog, program download, proof design/plate fee & ground shipping.

#### Type of Cards (number included in Starter Kit):

- |  |  |
|--|--|
| <input type="checkbox"/> Pre-designed (25)   | <input type="checkbox"/> 1color Custom (500)   |
| <input type="checkbox"/> Pre-designed (100)  | <input type="checkbox"/> 4color Custom (250)   |
| <input type="checkbox"/> 1color Custom (100) | <input type="checkbox"/> 4color Custom (500)   |
| <input type="checkbox"/> 1color Custom (250) | <input type="checkbox"/> 4color Custom (1,000) |

**Starter Kit Total (carry over to Product Order Form):** \$ \_\_\_\_\_

### Monthly Processing Fees (required)

Hosting Fee: \_\_\_\_\_ \$ \_\_\_\_\_ /month

Transaction Fee: \_\_\_\_\_ \$ \_\_\_\_\_ /each

### Upon Reorder (required)

Pre-designed Card Reorder: \_\_\_\_\_ \$ \_\_\_\_\_ /card

1color Custom Card Reorder: \_\_\_\_\_ \$ \_\_\_\_\_ /card

4color Custom Card Reorder: \_\_\_\_\_ \$ \_\_\_\_\_ /card

Sleeve Reorder: \_\_\_\_\_ \$ \_\_\_\_\_ /sleeve

### Seasonal Merchants (optional)

Merchant is Seasonal

from (month) \_\_\_\_\_ to (month) \_\_\_\_\_

### Merchant Setup (separate app./additional location)

B)  **Multi-Location** (Chain/Franchise cards used at all locations)

1)  Headquarters **OR** 2)  Additional Location

If "2) **Additional Location**" provide Headquarters name below:

C)  **Association** (Chamber, Agent Bank, etc.)

1)  Master Account **OR** 2)  Participating Merchant

If "2) **Participating Merchant**" provide Master Account name below:

FOR FUNDS TRANSFER, AFFIX CHECK(S) BEARING ABA ROUTING AND ACCOUNT NUMBERS TO/FROM WHICH FUNDS ARE TO BE TRANSFERRED

Multi Merchant Money Movement Fee: --- \$ \_\_\_\_\_ /month

Funds Transfer Frequency:  Daily  Weekly  Monthly

### A La Carte Ordering (optional)

Additional Cards: ----- quantity @ price/card = \$ \_\_\_\_\_

Additional Sleeves: - quantity @ price/sleeve = \$ \_\_\_\_\_

Starter Kit Without Cards: ----- \$ \_\_\_\_\_

Custom Proof Design/Plate Fee: ----- \$ \_\_\_\_\_

Custom Back Setup: ----- \$ \_\_\_\_\_

Add'l Chain Location Setup: ----- \$ \_\_\_\_\_

Add'l Terminal Setup: ----- quantity @ \$15/ea. = \$ \_\_\_\_\_

Pre-loaded Cards: ----- quantity @ price/card = \$ \_\_\_\_\_

**A La Carte Total (carry over to Product Order Form):** \$ \_\_\_\_\_

## Equipment (required)

Equipment Use:  Standalone - TenderCard Only  TenderCard with Credit Card

Connection Type:  Dial Up (default)  IP

Equipment Type: \_\_\_\_\_ No. of Terminals (\*\$15/additional terminal): \_\_\_\_\_

## Signatures and Acknowledgement (required)

I authorize TenderCard to initiate ACH entries to the account provided on the attached voided check for all fees and charges incurred subject to, and as defined within this Application. Fees include, but are not limited to product orders, monthly hosting and transaction fees. I understand that if for any reason TenderCard receives a return for unavailable funds that I am subject to a \$25.00 reject fee.

### AFFIX CHECK(S) BEARING ABA ROUTING AND ACCOUNT NUMBERS FROM WHICH FUNDS ARE TO BE TRANSFERRED

By signing below, signer hereby states that he/she is an authorized signer and all information is accurate and complete. Further, merchant agrees to and accepts the **ACH Agreement** and all **Terms & Conditions** as set forth within this Application, receipt hereby acknowledged. This agreement is made and entered into this, the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, between TenderCard and the above named Merchant.

Merchant Signature \_\_\_\_\_

Printed Name/Title \_\_\_\_\_

Sales Agent Signature \_\_\_\_\_ TenderCard Reseller ID \_\_\_\_\_

Printed Agent Name \_\_\_\_\_ Agent ID \_\_\_\_\_

Sales Agent Email \_\_\_\_\_ Sales Office \_\_\_\_\_

MERCHANT APPOINTS TENDERCARD, LLC dba TENDERCARD™ AND/OR ITS AFFILIATES, EXCLUSIVELY TO PROVIDE A POINT OF SALE GIFT AND/OR LOYALTY PROGRAM AND/OR RELATED EQUIPMENT AND SERVICES, SUBJECT TO "TERMS AND CONDITIONS" AS DESCRIBED HEREIN, RECEIPT HEREBY ACKNOWLEDGED. MERCHANT AGREES THAT THIS AGREEMENT SHALL REMAIN IN EFFECT SO LONG AS MERCHANT MAINTAINS A RELATIONSHIP WITH TENDERCARD AND/OR ITS AFFILIATES. APPLICATION AND/OR AGREEMENT(S) IS/ARE ASSIGNABLE BY TENDERCARD.

**Delivery:** Cards will be shipped within 2 weeks from the time TenderCard receives Merchant's approval of artwork (Proof). Delivery time may vary based upon quantity, type of cards ordered and shipping method.

**Cancellation/early Termination:** If applicant cancels this Agreement prior to delivery and installation, any monies collected to that time are non-refundable. Termination after installation, for any reason other than stated in the "Term of Agreement" as described herein, is subject to "Early Termination Fees" of \$250.00.

**Terms And Conditions:** Merchant compliance with the terms of the Agreement, to include the Agreement in its entirety, is an express condition of TenderCard's obligation to Merchant and TenderCard reserves for itself sole discretion to determine if Merchant has complied with the Terms and Conditions of this Agreement. In addition, all Terms and Conditions of this Agreement, to include the Agreement in its entirety, may be changed by TenderCard upon ten (10) business days written notice. Such changes will supersede any previous Terms and Conditions. Merchant may terminate this Agreement upon such change(s) if such changes represent a gross adverse effect upon the Merchants's business, solely by written notice of intentions to do so within ten (10) business days of TenderCard's notice of change. This Agreement constitutes the entire Agreement between Merchant and TenderCard with respect to the subject matter hereof, and supersedes any prior Agreement, oral or written, between Merchant and TenderCard and/or its representative(s). Merchant agrees that the failure by TenderCard to enforce any Terms or Conditions of this Agreement is not a waiver of any terms and conditions herein contained.

**Notice:** Any notice to the Merchant, under this Agreement, must be sent in writing to the address specified in this Agreement. Any notice to TenderCard must be submitted in writing and mailed to: TenderCard · 70 East Falmouth Highway · East Falmouth, MA 02536

**Artwork:** Artwork submitted by or created for Merchant may be used by TenderCard and/or its affiliates in marketing, advertising or in any other medium.

**Term Of Agreement:** The term of this Agreement shall commence on the date referred to herein as the "Effective Date", and shall continue for two (2) years; and shall automatically renew for an additional period of two (2) years upon expiration unless terminated by either party giving the other party written notice of intent not to renew at least ninety (90) days prior to the expiration date of the original term or any renewal thereof. Additionally, TenderCard may terminate this Agreement during the original term or any renewal term for any reason and without any penalty or liability (other than for any damages as a result of gross negligence by TenderCard, and for which TenderCard has been notified in writing by Merchant and has been given a reasonable time to remedy) by giving Merchant written notice at least thirty (30) days prior to such termination. TenderCard may also terminate this Agreement immediately in the event Merchant has failed to fulfill any of its obligation under the terms hereof.

**Charges And Fees:** Processing fees are billed monthly, as herein described "Method of Payment," and subject to the "Schedule of Fees."

**Indebtedness:** Should Merchant not satisfy any debt or obligation to TenderCard or an Affiliate (Sponsor Bank, Processor, etc.), TenderCard or TenderCard's portion of debt to an Affiliate, based upon contracts and/or agreements between Merchant, TenderCard and/or Affiliate, same as outstanding and unpaid balances to TenderCard, such debt is subject to 1 1/2% interest per month and/or to be satisfied pursuant to "Method of Payment" as herein described; and Merchant's services shall be subject to immediate interruption.

**Method Of Payment:** Upon execution of this Agreement by Merchant's authorizing signature, receipt hereby acknowledged, Merchant agrees to make payment in full for fees and/or indebtedness to TenderCard via electronic transfers recurring monthly from its designated bank account, and therefore authorizes its bank to charge such funds and to pay to TenderCard (or its' assignees) any such amounts.

**Terms Of Authorization:** The authorization to charge Merchant's bank account is the same as if Merchant had personally signed a check to TenderCard. This authorization will remain in effect until 1) written notification to TenderCard to end this agreement and a reasonable amount of time to act; or 2) TenderCard sends Merchant written notice that this Agreement will end in ten (10) days. A record of payments will be included in Merchant regular bank statement. In the event of an error, Merchant has the right to reverse any transfer. However, Merchant must notify their bank in writing within 45 days after such transfer was made. Merchant understands that bank acts only as a funds transfer agent. In the event of an error Merchant will reconcile directly with TenderCard.

**Venue:** This Agreement shall be interpreted under the laws of the Commonwealth of Massachusetts. Applicant agrees that the venue for the enforcement of the terms and conditions of this Agreement shall be Barnstable County, Massachusetts.

**Limitation of Liability:** Notwithstanding anything in this Agreement to the contrary, in no event shall TenderCard, its affiliates or its directors, officers, employees, agents or subcontractors be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect, or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

**Association (Master Account) Funding:** The Master Account is responsible for holding all funds for activated cards via a Funding Account owned by the Master Merchant. This Funding Account is used for the express purpose of disbursing funds to Participating Merchants of this program. TenderCard will initiate an ACH debit (sweep) of the Participating Merchant Accounts daily and credit the Funding Account. Based on the funds transfer frequency, as authorized within this Agreement, TenderCard will initiate an ACH credit to Participating Merchants as activated cards are redeemed.

**Association (Participating Merchant) Funding:** The Master Account is responsible for holding funds for all activated cards. TenderCard will initiate an ACH credit to the Participating Merchant's bank account for cards redeemed; and such ACH credit will occur in accordance with the funds transfer frequency as authorized within this Agreement and chosen by the Master Account.

**Multi Location Chain Merchant:** Location that issues a card holds that card balance in their bank account for the life of the card. When a card is redeemed, other than the Issuing Location, TenderCard will initiate an ACH debit to the Issuing Location and credit the Redeeming Location. When a card is reloaded, other than the Issuing Location, TenderCard will initiate an ACH debit to the Reloading Location and credit the Issuing Location. These ACH movements are based on the funds transfer frequency as authorized within this Agreement and chosen by the Headquarters Location.

**Closing Of Chain Merchant:** If a location closes and has outstanding card balances, those balances will be transferred to the designated headquarters location. Headquarters and Closing Location assumes responsibility for transferring funds. TenderCard accepts no responsibility for transferring these funds.

# TenderCard™ Product Order Form



## 1color pre-design - 100 card minimum

Select one of each for steps 1 - 4

1: Design			2: Card Stock	3: Ink Color	4: Font Style	
<input type="checkbox"/> 00 Classic	<input type="checkbox"/> 08 Bamboo	<input type="checkbox"/> 16 Nautical	<input type="checkbox"/> Black <input type="checkbox"/> Green	<input type="checkbox"/> Black	<input type="checkbox"/> <b>HI-TECH</b>	<input type="checkbox"/> Myriad
<input type="checkbox"/> 01 Gift Card 1	<input type="checkbox"/> 09 Rectangle 2	<input type="checkbox"/> 17 Flames	<input type="checkbox"/> Copper <input type="checkbox"/> Red	<input type="checkbox"/> Gold	<input type="checkbox"/> <b>Bauhaus</b>	<input type="checkbox"/> Old English
<input type="checkbox"/> 02 Gift Box	<input type="checkbox"/> 10 Columns	<input type="checkbox"/> 18 Golf	<input type="checkbox"/> Gold <input type="checkbox"/> Silver	<input type="checkbox"/> Silver	<input type="checkbox"/> ENGRAVERS	<input type="checkbox"/> Papyrus
<input type="checkbox"/> 03 Gift Wrap	<input type="checkbox"/> 11 Daisy	<input type="checkbox"/> 19 Sportsman	<input type="checkbox"/> White	<input type="checkbox"/> White	<input type="checkbox"/> French Script	<input type="checkbox"/> Poor Richard
<input type="checkbox"/> 04 Gift Card 2	<input type="checkbox"/> 12 Rustic	<input type="checkbox"/> 20 Coffee			<input type="checkbox"/> Harrington	<input type="checkbox"/> Times
<input type="checkbox"/> 05 Rectangle	<input type="checkbox"/> 13 Grapes	<input type="checkbox"/> 21 Audio				
<input type="checkbox"/> 06 Digital	<input type="checkbox"/> 14 Southwest	<input type="checkbox"/> 22 Automotive				
<input type="checkbox"/> 07 Oval	<input type="checkbox"/> 15 Floral	<input type="checkbox"/> 23 Salon				

## 1color custom - 100 card minimum

Select one of each for steps 2 & 3

1: Artwork*	2: Card Stock	3: Ink Color
<input type="checkbox"/> Merchant will email digital file <i>(artwork@tendercard.net)</i>	<input type="checkbox"/> Black <input type="checkbox"/> Green	<input type="checkbox"/> Black
<input type="checkbox"/> Merchant will mail camera-ready art <i>(address at the bottom of this page)</i>	<input type="checkbox"/> Copper <input type="checkbox"/> Red	<input type="checkbox"/> Gold
*Refer to art specifications @ <a href="http://www.tendercard.net">www.tendercard.net</a>	<input type="checkbox"/> Gold <input type="checkbox"/> Silver	<input type="checkbox"/> Silver
	<input type="checkbox"/> White	<input type="checkbox"/> White

## 4color custom - 250 card min.

1: Artwork*
<input type="checkbox"/> Merchant will email digital file <i>(artwork@tendercard.net)</i>
<input type="checkbox"/> Merchant will mail camera-ready art <i>(address at the bottom of this page)</i>
*Refer to art specifications @ <a href="http://www.tendercard.net">www.tendercard.net</a>

## Card Change Fees

Fees apply each time change(s) are requested

**Pre-Designed Card:**  
\$35.00

**Custom Card Front:**  
\$75.00

**Custom Card Back:**  
\$75.00

## Text

### Text Justification

Left  Center  Right  See Custom Artwork

### Information to Appear on Cards

Line 1 \_\_\_\_\_

Line 2 \_\_\_\_\_

Line 3 \_\_\_\_\_

Line 4 \_\_\_\_\_

Line 5 \_\_\_\_\_

OR

Information included in custom artwork

### Card Back

Standard TenderCard Back  Custom Back *(Add'l Fees Apply)*

Artwork/text for custom back can be emailed to [artwork@tendercard.net](mailto:artwork@tendercard.net)

## Total Quantity To Ship

Quantity included in Starter Kit + any additional quantity ordered

Cards	
_____	_____
Sleeves & Envelopes	
_____	_____

## Pre-loaded Cards

Total Number of Pre-Loaded Cards: \_\_\_\_\_

Card Value 1	Card Value 2	Card Value 3	Card Value 4
\$ _____ (value)	\$ _____ (value)	\$ _____ (value)	\$ _____ (value)
# _____ (cards)	# _____ (cards)	# _____ (cards)	# _____ (cards)

## Point Of Sale

Choose POS-1 or POS-2 to be included with Starter Kit at no charge

Item #	Description	Unit Price	Quantity	Cost
POS - 1	Counter-top stand "one size fits all"	\$ _____ /ea	_____	_____
POS - 2	Counter-top stand "the gift of choice"	\$ _____ /ea	_____	_____
POS - 6	Window Decal	\$ _____ /ea	_____	_____
		\$ _____ /ea	_____	_____
		\$ _____ /ea	_____	_____

Refer to your Product Catalog for details. **Point of Sale Total** ▶

## Shipping Information

Proofs are emailed from [giftcardproof@imatts.com](mailto:giftcardproof@imatts.com)

Email proof(s) to **(REQUIRED)**:

1) \_\_\_\_\_

2) \_\_\_\_\_

Ship order to *(if different than merchant location)*:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Residential *(add \$5.00 to Shipping Total ▶▶)*

### Method Of Shipping

Ground shipping included with starter kits. Additional cards and/or POS items or faster shipping will incur additional charges, refer to the table on the back of this form for rates.

Ground \$ \_\_\_\_\_

2nd Day \$ \_\_\_\_\_

Next Day \$ \_\_\_\_\_

**Shipping Total** ▶

## Amount Due

*(From Page 1)* **Starter Kit** ▶

*(From Page 1)* **A La Carte** ▶

*(From this form)* **Point Of Sale** ▶

*(From this form)* **Shipping** ▶

*(Massachusetts only)* **Sales Tax** ▶

**Grand Total** ▶

By signing below, Merchant confirms that all information is accurate

Merchant Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Mail this form to: TenderCard • 70 E. Falmouth Hwy. • E. Falmouth, MA 02536

OR fax: (508) 495-0088 OR email: [applications@tendercard.net](mailto:applications@tendercard.net)

