



## Check Collect™ Merchant Application

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 #	State 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

### Method of reports (Choose One)

- Email Reports which includes Daily New Check Report (when the account has activity), Weekly Paid Check Report, & Weekly Statement Report (when the account has activity)
- Report Back Fax Reports, which includes Weekly Statement Report (when the account has activity)
- Weekly Printed Reports, which includes Mailed Weekly Statement Report  
(All merchants receive a mailed Monthly Statement if the account had activity during the month.)

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

Company hereby agrees to obtain a written authorization for any applicable return fee, before submitting a return check item to CHECK COLLECT for processing. Acceptable authorizations may be obtained as follows: (CHOOSE METHOD TO BE USED).

- By stamping all checks with the stamp approved by CHECK COLLECT and having the customer sign where indicated.
- By placing authorization language acceptable to CHECK COLLECT on any invoice, remittance advice, check acceptance agreement, contract or similar document, which has been signed by Customer.
- Signed authorization through a credit card terminal receipt.

Assignment to Secondary Collections:  Yes  No (\*see reverse side for details, then initial here).

#### SEE ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE

This agreement is between the above named Company and CHECK 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 Check Collect™ Merchant Agreement on behalf of Company and to bind Company to the terms and conditions stated herein.

Agreed and Accepted this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_      Agreed and Accepted this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

<b>Merchant Signature</b>	<b>ISO/Sales Rep Signature</b>	
<b>Printed Name of Authorized Signor</b>	<b>Print ISO Name</b> <b>The CFI Group</b>	<b>ISO Number</b> <b>1052</b>
<b>Internal Use Only Merchant ID</b>	<b>Print Sales Rep Name</b>	<b>Sales Rep Number</b>

1. Company authorizes Check Collect to represent all return check items forwarded to Check Collect by Company or Company'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.
2. Company authorizes Check Collect to originate an electronic debit for a separate return fee and amount posted by the Company and agreed by the check writer. This fee shall not exceed the maximum amount allowed by applicable state laws.
3. Company agrees to complete a return item authorization form provided by Check Collect and forward to the bank(s) utilized by Company so that all returns shall be forwarded to Check Collect after first presentation.
4. Company agrees to display notices supplied to Company by Check Collect at all point of sale locations at all times.
5. All represented and collect check items shall become due and payable to the Company, and shall be transmitted to the company through Automated Clearing House into a bank account designated by Company. The Company shall be paid weekly for all items processed and cleared the previous week.
6. Check Collect will be allowed sixty (60) days from the date of receipt of a return check item to complete their electronic re-resentation process. If this agreement is terminated for any reason, Check Collect will retain the right to complete their electronic re-presentation process for all returned check items forwarded to Check Collect™ prior to said termination.
7. If any customer pays Company directly, the Company agrees to forward any return fees received to Check Collect.
8. Check Collect will pay the Company 100% of the face value of the check or a percentage equal to the amount collected if partial payments are received. Check Collect will pay Company weekly for all check amounts collected and released the previous week. Check Collect will rebate 20% of return fee collected on recovered checks provided the state allowed fee amount is \$25.00 or greater. Rebate is not to exceed \$5.00. There will be no rebate if state allowed fee amount is under \$25.00.
9. Although Check Collect is a free service to the merchant, the first rebate amount each month (\$5.00) will be withheld to cover monthly processing costs incurred.
10. Check Collect does not guarantee the collection or payment of any return item presented to Check Collect for electronic representation. Further, Check Collect makes no representation or warranty as to the collectivity or validity of any return item.
11. Check Collect retains the right to refuse to process any transaction submitted by Company.
12. Company must agree to obtain a written authorization for any return fee to be charged before submitting return.
13. Assignment: If secondary recovery is requested after the 60 day Check Collect recovery period, Check Collect is authorized to assign this agreement to Howell & McClinton, P.C., Waco, Texas, or any parent, subsidiary, affiliate, or successor-in-interest and proper notice will be given to all parties involved. Company agrees to a collection fee as allowed by state law to be charged to the check writer by the secondary recovery company. Company will receive the full face value of any check collected. \*If assignment is requested, please initial spaces provided on front of this form.
14. All disputes between Company and its customers relating to a check transaction shall be settled between Company and said customer. Company agrees to indemnify and hold Check Collect harmless from any claim, liability, loss or expenditure resulting from Company'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, Check Collect agrees to indemnify and hold Company harmless from any claim, liability or loss by Check Collect's actions or in-actions while processing return check items from Company.
15. 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.
16. All fees that shall become due and payable to Company shall be transmitted to Company through the Automated Clearing House (ACH) to an account designated by Company.
17. If Company fails to comply with any term of this Agreement or any applicable laws or regulations cited in this Agreement, then Check Collect may terminate this Agreement immediately by giving notice to Company.
18. Either party to this Agreement may terminate this Agreement by giving the other party thirty (30) days written notice of said termination.
19. Check Collect may change the terms of this agreement at any time by giving company ten (10) days notice of said change. If company does not agree to the change then Company may terminate this agreement.
20. The laws of the State of Texas shall govern this Agreement.