

## MERCHANT APPLICATION

5100 Interchange Way Louisville, KY 40229 Phone: 888-208-7231 Fax: 877-822-1248

Please carefully complete the enclosed Application and read the attached Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. **Keep a Copy of the entire Application and the Terms and Conditions for your records.** NPC/Member Bank's acceptance of this Application will be made in a manner authorized in the attached Agreements.

Sales F	Sales Representative ID Number (9 digit or 16 digit code)  Bank # or Merchant Association #:																									
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Busine	Business Name (DBA): Check here if Corporate Headquarters E BINSWANGER GLASS 103																									
Busine	ss Loca	tion Add	dress:									Bus	iness	Billing Ac	ldress:	(if diffe		om loca	ation ac	ddres	ss)					
City, S	City, State, Zip:														City, State, Zip: MEMPHIS, TN, 38120											
Phone			1, 01					Fax #:				Pho	one #		0.20						x #: 901) 53	7-8333	3			
/	SECTION 2 OWNERSHIP INFORMATION																									
	Ownership: Sole Prop. Corporation Partnership ✓ LLC Government (Federal/State/Local) Tax-Exempt Organization (501C)																									
	/Officer/		l Nam	ne:		<u> </u>			Title:					OB:		SSN	#:				ederal		)#:	,		
	RO CAF Address								CEO	PRES	City !	State, Z		/1/1950							5-2494 hone #					
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Owr	nership o	or Legal	Entity	Chan	ge	Clos	se NPC	Existing	MID#:	Close	Date E	xisting	MID	Open Da 3/1/2006	te:	(Vis	ual Volu a/MC/D 00,000	S/AX):	(V		e Ticket C/DS/AX 00	():	Highest 1 (Visa/MC \$1,000.	/DS/AX):		
<b>v</b> Add	✓ Add'l. Location 1st Location MID#: ✓ Never Accepted Cards Processor Change - How many processing statements are you including?																									
100 %	Card Pr	resent	0	% Car Pr	d Not esent	9	5 % Ca	ard Swipe	9	% Impr		nually eyed)		0 % MOT	0	0 %	Interne	et	0	% B2	2B 0	% of Ir	nternatio	onal Cards		
Type of Goods/ Services Sold: Special Trade Contractors (Not Elsewhere Classified)  REFUND POLICY (Check One):  REFUND POLICY (Check One):  REFUND POLICY (Check One):																										
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X															\F.0000	/										
								ORIZATIO																		
To help	o the go	vernme	nt figh	t the fu	ınding	of terr	orism a	and mone	y launde	ering act	ivities, the	he USA	A Pati	riot Act red	quires a	ıll fina	ncial ir	nstitutio	ons to c	btain	n, verify	and re	ecord in	formation		

that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The undersigned entity(ies) and individuals hereby unconditionally authorize NPC and Member Bank or its agents to (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner or general partner of Merchant, or providing their Social Security Number on the Application (if such individual asks NPC or Member Bank whether or not a consumer report was requested, NPC and/or Member Bank will tell such individual and, if NPC and/or Member Bank received a report, NPC and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Merchant Agreement. By providing your SSN and signing this Application, you, in your individual capacity, unconditionally

Merchant's Bus						NGER	ENTE	RPRI	SES LL	.C												
Do you (MERCH Terminal						ware a	oplicat	ion/ga	ateway	or POS		Are NO	you compli	ant with	the Payment (	Card Indu	ıstry [	Data Se	ecurity Stand	lards?	YES	
If yes, identify Se	curity i	Asses	sor an	d cert	ificate	e numb	er:								Last Certif	ication D	ate:					
Have you been n		•					ver tha	at you	have b	een the vic			•	•	ed remediation		'ES	NO				
a compromise of Third Party Softw			lata?	YES	S	NO	Versi	on #							data? Paper his vendor has		S	NO	Electronic -	Y	ES N	
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In accordance wi receive Premium	th the t	terms *Subje	set ou	it in the	e Mei	rchant roval.	Proces	ssing an be	Agreen	nent, funds	will be t	ransf	erred to/fro	om the a	ECK OR BANK account as delii ik, NPC or any	neated. I	f noth	ing is c	hecked, ME	RCHA	NT will	
Service Provider Deposit Time Fra				ve cor n ACH		ed. Altern	ate Fi	ındino	י*	Deposit	Type:	<i>V</i> C	ombined	By	Batch							
Any ACCOUNT I Sales.																e accour	nt is ir	ndicate	d, account #	1 will b	e used fo	
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If Check Services					nina N	Mercha	nt Pro	cassi	na Aaro	ament Me	rchant a	aree	to accon	t Chack	Services nursi	iant to a	nd to	he hoi	ind by the to	arme a	ınd	
conditions for Che Bank is not provid Fee of \$5.00 per	eck pro ling the month	oducts e Ched may b	accer ck/AC e cha	otance H Sen rged a	e as s vices. after 6	tated ir . Merch 3 month	the Nant mant of ir	lercha ust be activi	ant Pro	cessing Agr	reement	t or as s serv	s provided l	by Cheer, GETI	ck services pro	vider, GE ervice pro	ETI, o	or other	service prove	vider. N ry: An	Member n inactivity	
addition to the dis		rate. ^		se tee scount		Trans	saction	_		CI	heck Se	rvice			Discount Rate	Transa			Other Che	ck21 Fe	ees	
Check Conver	sion w	/				F	ee	(	Check2	1 POS - Gu	uarantee				0.00	0.0		Check	k21 Return F	ee^**:		
Guarantee								_		1 POS - No			+++		0.00	0.0	0	\$ 5.00				
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Monthly Billing				k Reco	overy	Servic	e **															
SECTION 9 AME Merchant	RICAN	EXPR	ESS					1	Fxist	ing America	an l Exis	tina			L							
Name: BINSWA				ISES	LLC				Expre	ess	Acco	ount #	: 4412334			anchise						
(NPC charge for		sactio	n auth					20		ket: \$ \$170	.00	Annı	ual AMEX (	Charge \	Volume \$ 9000	00	А	MEX F	lat Fee <sup>+</sup> (E	SA ON	ILY) \$7.9	
Credit Discount F						ansact				uliantiau fa	41 1-		Prepaid						nsaction Fee			
I represent that I I Agreement (¡§AX authorize NPC ar receive and exchaubcontractors, a or through the en	P Agre nd Ame ange ir ffiliates	emen erican nforma s and o	t¡¨), aı Expre ition a other p	nd tha ss Tra bout n parties	t all ir avel R ne pe s for a	nformat Related ersonall iny puri	ion pro Servicy, includes Sose p	ovide es Co uding ermit	d hereir ompany by requ ted by I	n is true, co y, Inc. (¡§ A uesting repo law. I autho	mplete, XP¡¨) ar orts fron rize and	and and And NP n constant of the constant of t	accurate. N C's and A sumer repo t NPC and	either M (P's age orting ag AXP ar	flember Bank nents and affiliate encies, and dis not NPC's and A	or NPC is es to veri sclose su AXP's ago	s a pa ify the ich inf ents a	arty to to inform formation affi	he AXP Agree nation in this on to their ag liates to info	eemen applica gent, rm me	it. I ation and directly,	
furnishing the rep of the application AXP or to AXP's: NPC servicing pro By accepting the Agreement. I am United States, inc	for the standar ogram Americ able to sluding	AXP rd card that the can Ex read , effec	prograd acce the Mer press and utive O	am, the eptanc chant Card nderst ctober	e Mer e pro may for th and t 2013	rchant v gram w be enro le purch the Eng 3, Ame	will be hich holled in nase o lish la rican E	provinas di n AXF f good nguaç Expre	ded wit fferent s o's stand ds and/ ge. *An ss Prep	h the AXP / servicing te dard Americ or services Inbound fe paid Cards.	Agreemerms (e.gcan Exp can Exp or other e of 0.4 .A 0.30	ent ar g. diffe eress ( erwise 0% w % dov	nd materials erent speed Card accep indicating ill be applie vngrade wi	s welconds of payotance pitts interested on an	ming it either to y). I understand rogram, and th tion to be bour y Charge made arged by AXP fo	AXP's p that if the Merchand, the M using a or a Caro	orogra ne Me ant m lercha o Caro d Not	am for Nerchant lay termant agreed that well that well breser	NPC to perform does not que ninate the Axees to be borras issued out ("CNP") tra	rm ser alify fo (P Agr und by utside o ansacti	recess for the reement. the AXP of the ion. CNP	
refers to a charge											harges	by ma	ail, telephoi	ne, fax c	or the Internet).	These c	harge	es apply	y to industrie	s: rest	aurant,	

Merchant's Business Name (Lega	ıl): BINS	SWANGER	R ENTE	RPRIS	SES I	LLC												
SECTION 10 SCHEDULE OF FEES  Price of Flat Rate Flat Rate Daily Debit Card Only All Cards																		
APPLICATION TYPE: / Tie		Rate <sup>*</sup> h Adva	nce		DISCOUNT	Г:	Daily ✓ Mont	CARD C	OPT	Card Only Cards	All (	Cards						
	Retail	Restau					Order"	Intern										
		ey Entere		DialPa	_	•		)/CardS		Large Ticke								
VISA/MASTERCARD/DISCOVER	R Rate	Category	Disco	ount Ra	ate	Trans	saction Fee			TERCARD/DISC	_	ER Rate	Category	Discount	Rate	Transaction Fee		
Base Credit			,	1.72	%	\$	0.20			NON PIN-Based edit Rate if left blank)	13		ted Only <sup>5</sup>		+\$ 0.2			
Mid-Qualified Exception 1 (Not Applicable for Retail Key Entered, MOTO, Internet, Di.	alPay Mercha	ants)	+ (	0.99	%	+\$	Monthly Fee \$ 0.20  v Debit PIN-Based 4 \$ 0.00							Discount 1.72		Transaction Fee \$ 0.25		
Non-Qualified Exception <sup>2</sup>			+	1.53	1.53 % +\$ 0.20 Qualified Rewards (Same as Credit/Card Mid-Qualified Rate if left blank) (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)									%	Same as Visa/M0 Discover Transaction Fee			
Wireless Service <sup>3</sup> Quantity Setup \$	Fee	Monthly F	Hosting Fee Transa				tion Fee	Se	ernet ervices/ cros <sup>3</sup>	Quantity \$	Setı	up Fee	Monthly H	osting Fee	Tra	ransaction Fee		
Transaction fees are charged for a	ll transa	ction auth	orizatio	n atten	npts.	1Add	ed to base o			rate and transac	ctior	n fee. <sup>2</sup> Ad	ded to appli	cable mid o	qualified	credit discount		
ransaction fees are charged for all transaction authorization attempts. <sup>1</sup> Added to base credit discount rate and transaction fee. <sup>2</sup> Added to applicable mid qualified credit discount at and transaction fee. <sup>3</sup> Transaction fee is in addition to the applicable Base, mid-qualified, or non-qualified transaction fee, regardless of transaction qualification. <sup>4</sup> Debit Network nterchange, sponsorship,switch and gateway fees, and any miscellaneous fees will also be passed through to Merchant.																		
TIERED MERCHANTS ONLY Com																		
such sales volume. <sup>5</sup> Regulated app																		
exempt issuers will fall under the B transactions. "If the Retail Key Ent								_		•				•				
NPC's processing fees and Card B																		
INTERCHANGE MERCHANTS ONL Interchange fees, assessments an rate.										FLAT RATE MER included in disconnectional tra	our	nt rate and				ES: All fees are fees related to		
SECTION 11 OCCURRENCE FEES	3									international tra	عوالد	actions.						
Batch Fee <sup>ô</sup> (	\$0.00	n l	Charo	iehad	ck Fee			\$15.00	/each	T					Charged in the			
ACH DBA Change Fee	\$25.00	/per batch /each	-			Packa				95 /month		Semi Annual Fee				Months of August and 6		
On File Fee	\$0.00	/month	Gold Package				)		\$11.95	/month	7					months thereafter		
Card Brand Usage Fee (NABU) - MasterCard <sup>2</sup>	\$0.03	/each		Go	ld Pa	ackage	e - Semi		\$68.80	/semi annual		Merchant Training  ✓ Welcome Kit			\$0.00 \$0.00	/once		
Card Brand Usage Fee (NABU) -				✓ MyMerchantDa			ata.com		\$0.00	/month	_		gram Fee -	Annual <sup>4</sup>	\$165.00			
Visa <sup>2</sup>	\$0.03	/each		✓ Minimum Bill					\$25.00	/month	_		Statement	\$5.00	/month			
Retrieval Request	\$15.00	/each							-		-	Regulatory and Compliance				/annual		
Voice Authorization Fee	/each		Gro	oup a	annual			\$99.00	Charged in the Month of Augu	ıst	ee		NA H-1-4	\$0.00				
		ence. <sup>1</sup> The initial term of the Merchant Agreement is 3 years and auton									ogram Fee -	\$7.50	/month					
Neturi ACH(s) are subject to a pro- this Agreement is terminated prior Section 6C of the Terms and Cond Conditions. If limited by state law, MasterCard Network Assessment base credit transaction fee if left bl you use software in your processir	to the editions. In these feathers and Brain a	expiration of In addition ees may be and Usage pase credit	of the in to the formation modification fee, the transaction	itial ter EDF, y ed in a e Visa ction fe	rm or rou m accor a Acc ee is	r any ronay also dance quirer l left bla	enewal term so be subject with Section Processing lank, the fee	i, you w t to liqu n 6C of Fee, an is \$0.3	vill be su uidated the Te ad the V 30. 3The	ubject to an Ear damages in acco rms and Conditi isa Base II Tran higher rate indic	rly E corda tiona isac icate	Deconvers ance with s. <sup>2</sup> The Ca ction Fee a es the Go	sion Fee ("E the terms o ard Brand U and applies Id Service P	DF") in acc f Section 6 sage Fee ( to Tiered M ackage. ⁴T	ordance C of the NABU) i lerchant he highe	with the terms of Terms and noludes the s Only. <sup>of</sup> Same a er rate will apply i		
Merchant agrees to and accepts the	ne terms	s and cond	litions s	et forth	n in t	his Ap	plication and	the Te	erms an	nd Conditions wh	hich	are inco	rporated he	rein by refe	erence (	GEN 0713) as if		
fully set forth herein (collectively, the changes have been made to the p	ne "Mer vinted to	chant Agre	eement" Merchar	") and of Agre	ackr	nowled	lges receipt I that the na	of all parties ma	arts of t	he Merchant Ag	gree a c	ment. Me opy or ele	rchant ackno	owledges t stored imag	nat no ha	andwritten Merchant		
Agreement for all legal purposes. I																		
provided herein is true, correct and																		
purposes. Merchant acknowledges any third party provider or indepen																		
Merchant Agreement, and it has no										•				•				
acknowledges and agrees that the	Mercha	ant Agreer	nent sh	all not	be a	altered	by any prio	r, conte	emporar	neous or subseq	quer	nt oral rep	resentations	made by	any part	y. Merchant		
further authorizes the release of M signing below, I agree I have read											ı C	onditions.	By complet	ing Section	9 of this	s Application and		
IN WITNESS WHEREOF Merchar											effec	ctive in ac	cordance wi	th the term	s of the	Terms and		
Conditions . The Agreement shall																		
MERCHANT (NPC.CMA.0713) Signature (Signature may be evide	nood b	v faccimila					Nama (nla	aco pri	nt\						Doto			
X	encea D	y iacsimile	:)				Name (ple	ase pri	111.)						Date			

SECTION 12 UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION

PERSONAL GUARANTEE: In exchange for NPC's and Member Bank's acceptance of this Merchant Agreement, each person signing immediately below this paragraph (each such person, a "Guarantor") is signing this Merchant Agreement as a Guarantor of the Merchant identified on page 1 of the Merchant Agreement. By signing below, each Guarantor (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions contained in Section 15 of the Terms and Conditions, and (ii) acknowledges and confirms that, prior to signing, he or she received and read those Continuing Guaranty provisions. Each Guarantor individually authorizes NPC, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of him or her by utilizing a third-party credit reporting agency and/or to obtain a criminal background check. Guarantor acknowledges receipt of the Merchant Agreement, which is incorporated herein by reference as if fully set forth herein and has reviewed the Continuing Unlimited Guaranty provisions therein.

Authorized Signature of Guarantor: (Do Not Include Title)

Name of Guarantor: (Do Not Include Title) ARTURO CARILLO

Social Security #:

Date of Signature:

Merchant's Business Name (Legal): BINSWANGER ENTERPRISES LLC SECTION 13 EQUIPMENT SETUP PROVIDER CODE: NPC = NPC to ship equipment SOF = Sales office to ship equipment MER = Merchant Owned PROVIDER PROVIDER TERMINAL PRINTER PIN PAD OTY CODE CODE CODE POS Software or Gateway MER NEW **EXCHANGE** 1 NEW **EXCHANGE** NEW **EXCHANGE** Other: Other: **Provider Code:** Provider Code: Other: Provider Code: SOFTWARE NAME PUBLISHER VERSION FOLIPMENT SOFTWARE INFORMATION USA EPAY USA EPAY (ALL) THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW **EQUIPMENT OPTIONS** RESTAURANT RETAIL/MOTO **CASH ADVANCE** NO YES Tips Servers YES NO **AVS** YES NO Auto-Close++ ✓ YES NO LODGING Tables YES NO TIME Last 4-Digits YES NO NO Bar Tab YES Store N Forward YES NO NO CVV 2 YES Suggested Tip YES NO PASSWORD Pre-Dial YES NO **FAST PAY (FPS)** Purchase Card/Level 2 YES NO Cash Back YES NO ΑII YES NO Both receipts signature Invoice # Prompt YES NO Debit Cash Back Void YES NO line Max Amount **PBX Code** 8 9 Both receipts NO Return YFS NO signature line Multi-Merchant YES NO Settlement YES NO ++ Auto-Close Time for Alternate Funding NO receipts under First Merchant MID needs to be no later than 7:30 p.m. CST Other \$25.00 Custom Header / Footer: Wireless ID: Comments: Required ONLY if ordered through NPC - Default shipping options (indicated by \*) will be applied for any option not EQUIPMENT SHIPPING INSTRUCTIONS selected below Over Night ✓ Do Not Ship Merchant Location ISO Location 1-3 Day Ship To: Ground Saturday Priority Other Attn: Payment For Equipment Will Be: Visa MC Lease Check Cash Address: Discover 30 day (Bill Group) Amex City State: Zip: Phone #: Special Instructions: NPC TO REPROGRAM/TRAIN MERCHANT? YES √ NO NPC TO SHIP WELCOME KIT? ✓ YFS NO WELCOME KIT SHIPPING INSTRUCTIONS Required if welcome kit is shipping to separate address from above ✓ Other Attn: KIM LEE ISO Location Ship To: Merchant Location \* Address: 965 RIDGELAKE BLVD 300 City: MEMPHIS State: TN Zip: 38120 Phone #: (901) 537-8416 SECTION 14 SITE INSPECTION INFORMATION represent and warrant that the information set forth in the application is true and accurate to the best of my knowledge. In addition, I hereby certify that (check which applies): **Business / Inventory / Shipments:** √ I have physically inspected the business premises of the merchant at this address, personally confirmed the identity of the person listed in the ✓ YES NO Does business appear as represented? Owner/Officer Information Section, and witnessed their signing of the ✓ YES NO Is business open and operating? Agreement Is inventory sufficient for business type? ✓ YES NO

 Organization:
 IMPACT PAYSYSTEM LLC
 Signature:
 Date:
 8/6/2014

 NPC.CMA.0713.MAG.T1137
 National Processing Company ("NPC"), a Vantiv company, is a registered ISO/MSP of Fifth Third Bank, Cincinnati, OH
 Page 4 of 4

Industrial Building

Residence

Sales Rep

Fulfillment House:

Are goods and services delivered at the time of sale?

If goods are shipped, is a Fulfillment House used?

Trade Show

Goods and services charged to credit card on

✓ YES

✓ Order

YES

Application

NO

✓ NO

% of shipments by this vendor

Shipment

An NPC approved third party site inspection vendor will supply inspection within 15 days of my signature below or I have informed NPC that a site

I have not physically inspected the business premises of the Merchant; but

Office Building

have verified the validity of the business using outside sources and confirmed the identity of the person listed under the Owner/Officer Information Section.

inspection is needed.

Location Type: ✓ Retail Store Front