Erie County Technical School

PROPOSED AGENDA ITEM

MEETING DATE:	February 23, 2012
SUBJECT:	PNC Merchant Services contract
SUBMITTED BY:	Paul Fritz, Business Manager

DESCRIPTION:

The school collects tuition and book sales from RCTC customers with their credit /debit cards including Master Card, VISA, Discover, and American Express. The school has been accepting credit card payments since 1993.

The school currently utilizes WorldPay , Atlanta, GA for processing services.

The credit card services contract with PNC Merchant Services offers a reduction in the fees charged and local service representation and PNC Bank is an authorized depository of school funds.

The contract change reduces overall fees charged by 30% amounting to a cost savings of approximately $1,200 annually, based on the 2011 sales volume of $91,000.

RECOMMENDATION:

Motion to approve the 3-year contract with PNC Merchant Services for credit card processing services, as presented

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 1 of 3)

PNC MERCHANT SERVICES

Merchant # ____________ Loc. 1 of 1

PNC1408(ia) PNC1411(ia)

(1) TELL US ABOUT YOUR BUSINESS

Client (Your Business LEGAL Name): ERIE County Technical School Store #:

☒ Same as Legal Name or Provide DBA/Outlet Name: First/Last Contact Name: Paul D. Fritz

(No P.O. Box) Address: 8500 Oliver RD Suite #: City: ERIE State: PA Zip Code: 16509

Your Business Phone: 814-464-8600 ☒ Same as Business Phone or Merchant's Customer Service Phone: Your Fax #: 814-464-8626

Your Cust. Svc. E-mail Address: Select One for Retrieval Requests: ☒ (02) Dedicated 24 Hour Fax ☐ (03) No fax; mail ☐ (05) eIDS

(2) MASTERCARD / VISA / DISCOVER® / AMERICAN EXPRESS® ONEPOINT

Your Total Cash and Credit Sales: (For All Outlets) $ 6,000,000

Total Annual MC/Visa Volume: (For All Outlets) $______,000

Total Annual Discover® Volume: (For All Outlets) $______,000

Total Annual American Express Volume: (For All Outlets) $______,000

Highest Ticket Amount $______

Estimated MC/Visa Average Ticket/Sales Amount: $______

Estimated Discover® Average Ticket for this Outlet: $______

Estimated American Express Average Ticket for this Outlet: $______

Annual MC/Visa Volume for this Outlet: (For Multiple Outlets Only) $______,000

Est. Discover® Annual Sales Volume for this Outlet: (For Multiple Outlets Only) $______,000

Est. American Express Annual Sales Vol. for this Outlet: (For Mult. Outlets Only) $______,000

(3) PROVIDE MORE BUSINESS DATA

State Incorp. PA Month/Yr. Started: 68 ☐ Sole Ownership ☐ Partnership ☐ Non-Profit/Tax Exempt ☐ Public Corp. ☐ Private Corp. ☐ L.L.C. ☒ Gov't.

Check one: TIN Type: ☒ EIN (Fed Tax ID #) ☐ SSN No. of Employees: 75

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (See Part IV Section A.3 of your Program Guide for further information.)

Name (as it appears on your income tax return): ERIE County Technical School

☒ Federal Tax ID# (TIN): *(as it appears on your income tax return)* 251150947

☐ I certify that I am a foreign entity/nonresident alien. *(If checked, please attach IRS Form W-8.)*

Mag Swipe 90 % + Keyed Manually 10 % = 100% Product/Services You Sell: ______

POS Card Present (MAG Swipe and/or Manual Imprint) 90 % + Mail Order/Direct Marketing ___ % + Phone Order 10 % + Internet ___ % = 100%

Do you use any third party to store, process or transmit cardholder data? ☐ Yes ☐ No *(Examples include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs)*

If yes, give name/address: ______

Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: ______

(4) OTHER ENTITLEMENTS

Traditional TeleCheck: ☐ ECA Warranty (20E) ☐ Paper Warranty (20P)

Signed Annual Check Sales Volume: $______,000 Avg. Check Ticket: $______ ☐ License # or MICR #: ______

☐ Voyager Fleet* or Existing Voyager Acct #: ______ Annual Voyager Vol.: $______ ☐ MC Fleet ☐ Wright Express or Existing WEX Acct #: ______

*Tax exempt Voyager Cards accepted: ☐ Yes ☐ No

☒ Discover Full Processing ☐ Discover (EDC) 6 0 1 1 ______ (Existing Acct #)

☒ American Express OnePoint/Full Service (EDC) ☐ American Express ______ or ☐ ESA ______

☒ Debit Pkg 4 4 4 8 3 0 4 2 ☐ EBT (SNAP) FNS # (XREF): ______ Check one: ☐ EDC ☐ Single Settle

☐ FDMS Gift Card (A separate Gift Card Setup Form is required) ☐ (206) CARDnet* ☒ (2003) Nashville ☐ (2002) Buypass ☐ Other: ___ Specify Security Code: ( )

(5) DESCRIBE EQUIPMENT DETAILS

Rental • Purchase Customer-Owned Lease *(check one)*	QTY	IP	Equipment Type (i.e., Terminal/VAR/Internet)	Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Petr	Software Name / Terminal Model Code and Name	Unit Price w/o Tax	Customer-Owned Software Version #
[✓ R] P C L	1	☐	Terminal	[✓ R] Re MOTO/I L S C QSR P	FD50TI	$	
[✓ R] P C L	1	☐	PinPAD	[✓ R] Re MOTO/I L S C QSR P	FD10	$	
R P C L		☐		R Re MOTO/I L S C QSR P		$	

LEASE COMPANY: (04) First Data Global Leasing Lease Term: ______ Months Annual Tax Handling Fee: $10.20

Monthly Lease Charge for This Location: $______ w/o taxes, late fees, or other charges that may apply.

*See Multiple Location form for the Monthly Lease charge for each individual location. See Part II, Section 1 of the Program Guide for details.

This is a NON-CANCELABLE lease for the full term indicated. (Client's Initials: ______)

☐ MAG to Train (or receive training via phone, dial 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)

☒ Sales Rep. to Train ☐ Installer to Train ☐ No Merchant Training Best Time To Call: 9-4 ☐ am ☐ pm

Imprinter Purchase: ☐ Yes ☐ No If Yes $______ x Qty.: ______ = $______ (w/o Tax) Wireless Provider: ☐ GPRS Cingular/AT&T ☐ CDMA Sprint

☐ First Data Global Gateway (FDGG) E-mail address: ______ ☐ IC Verify Serial #: ______

VAR/Internet/Software: Name: ______ (Nashville Only: Product ID # ______ Vendor ID # ______)

☐ Frame (A price quote is required for Frame) ☐ Host/Lease Line Solutions ☐ Dial Solutions

NOTE: Any Special Instructions must be included on About Merchant's Business Page.

See Section 32 of the Program Guide for Equipment Purchase or Rental details.

Complete Credit Addendum for Software Compliance. ☐ **PABP Compliant** ☐ **PCI/DSS Compliant**

(6) PROVIDE YOUR OWNER INFORMATION

Owner/Partner/Officer Name: PAUL Fritz D.O.B: Social Security #: Home Phone: % of Ownership: Ø

Home Address: City: State: Zip: Country:

Owner/Partner/Officer Name: D.O.B: Social Security #: Home Phone: % of Ownership:

Home Address: City: State: Zip: Country:

Client's Initials

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 2 of 3)

PNC MERCHANT SERVICES

DBA Name: Eri e County Technical School Pricing Type: 101 Interchange Schedule Version: ______ Loc. 1 of 1

PNC1408(ia) **(7) SERVICE FEE SCHEDULE** PNCFee1411(ia)

Start-Up Fees (One-Time Charge)

Non-Taxable Fees:

Application Fee (Non-Refundable) (247) $ 175.00

Site Visitation Fee (31G) $ —

Programming Fee (31A) $ ~~195.00~~ 90

Deployment Fee (32K) $ 60

FDGG Set-up Fee (F-339) $ —

Wireless Activation Fee (31E) $ ______

Internet Set-up Fee (30R)

FEE PER TID # OF TIDS TOTAL

$ ______ x ______ = $ —

Other: ______ $ ______

Taxable Items:

State: ______ Sales Tax — %

City/Locality Tax — %

Equipment Purchase (ACH) $ —

Total Sales Tax $ ______

Total Amount $ 150

Billed Monthly Fees

Monthly Svc Fee: ☐ $15.50 ☐ Other (224) $ —

Monthly Maintenance Fee (354) $ 14.95

Minimum Processing Fee (952) $ 19.50

Wireless Access Fee (399) $ —

FDGG (F-428) $ —

ClientLine* (32R) $ ______

Statement Fee:

~~☐ Paper Statement~~ (240) $ ~~6.09~~

~~☐~~ E-Mail Statement (268) $ 4.99

☐ Suppress Statement

Internet Service Fee (394)

FEE PER TID # OF TIDS TOTAL

$ ______ x ______ = $ —

Other: ______ $ —

Equipment Rental Fee (ACH) $ —

Credit & Non-PIN Debit Authorization & Credit/Refund

MasterCard (10A, 002, 131) $ .20

Visa (10D, 006, 135) $ .20

Discover (10J, 016, 788) $ .20

American Express (10P, 014) $ .20

☐ **Interchange Pass-Through, plus the following fees:**

MC/Visa/Discover TXN Fee (001, 002/005, 008, 15, 16) $ ______

MC/Visa/Discover Interchange Fee (550, 560, 529) $ ______

MC/Visa/Discover Basis Point Fee (495, 496, 494) ______ %

Bundled Debit

Debit Sales Discount Rate (120) ______ %

Debit Auth Fee V/MC/Disc (0CN) $ ______

Debit Auth Fee V/MC (0CO) $ ______

Discount Fees (Based On Gross Transaction Volume)

Accept all MasterCard, Visa and Discover* transactions
(presumed, unless any selections below are checked)

MasterCard Acceptance	Visa Acceptance	Discover* Acceptance
☐ Accept MC Credit transactions only	☐ Accept Visa Credit transactions only	☐ Accept Discover Credit transactions only
☐ Accept MC Non-PIN Debit Debit transactions only	☐ Accept Visa Non-PIN Debit transactions only	☐ Accept Discover Non-PIN Debit transactions only

See Section 1.2 of the Program Guide for details regarding limited acceptance. You are responsible for distinguishing Credit from Non-PIN Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Non-PIN Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost Interchange plus the applicable Non-Qualified Surcharge (See Section 11.1 of the Program Guide).

QUALIFIED DISCOUNT RATES

MasterCard Credit Discount Rate	(800)	1.50 %
Visa Credit Discount Rate	(804)	1.50 %
Discover* Credit Discount Rate	(170)	1.50 %
American Express OnePoint** Credit Discount Rate	(Key 0-570)	2.50 %
MasterCard Non-PIN Debit Discount Rate	(850)	1.50 %
Visa Non-PIN Debit Discount Rate	(854)	1.50 %
Discover* Non-PIN Debit Discount Rate	(964)	1.50 %

MID-QUALIFIED DISCOUNT RATES

MasterCard Credit Discount Rate	(810)	2.30 %
Visa Credit Discount Rate	(814)	2.30 %
Discover* Credit Discount Rate	(990)	2.30 %
MasterCard Non-PIN Debit Discount Rate	(870)	2.30 %
Visa Non-PIN Debit Discount Rate	(874)	2.30 %
Discover* Non-PIN Debit Discount Rate	(968)	2.30 %

NON-QUALIFIED DISCOUNT RATES

MasterCard Credit Discount Rate	(820)	2.90 %
Visa Credit Discount Rate	(824)	2.90 %
Discover* Credit Discount Rate	(994)	2.90 %
MasterCard Non-PIN Debit Discount Rate	(880)	2.90 %
Visa Non-PIN Debit Discount Rate	(864)	2.90 %
Discover* Non-PIN Debit Discount Rate	(978)	2.90 %

Non-Qualified Surcharge Fee: (excluding interchange pass-through fees, see §18.1) (30-D) 2.00 %

Applies to Non-Qualified MasterCard, Visa and Discover* Credit and/or Non-PIN Debit Transactions or ☐ 0 (Requires Special Pricing)

Transaction / Other Fees

American Express OnePoint Transaction Fee		$ —
American Express Capture	(068)	$ —
MC / Visa Foreign Handling	(260, 261)	0.60 %
MasterCard NABU Fee	(60M)	$ 0.0185
Visa Auth Processing Fee	(04H)	$ 0.0195
Discover Usage	(22E)	$ 0.0185
MC Assessment Fee	(273)	0.1100 %
MC Assessment Trans Amt > = $1k	(237)	0.0100 %
Visa Assessment Fee	(274)	0.1100 %
Discover* Assessment Fee	(6AC)	0.10 %
PNC Debit Fee (In addition to Network fee)	(018, Key 0 to 590)	$ ~~0.35~~ .20
MC/V, Amex, Discover VRU	(036, 046, 066, 076)	$ 0.49
MC/V, Amex, Discover VRU/Voice	(037, 047, 067, 077)	$ 0.69
Visa Misuse of Auth Fee	(04G)	$ 0.045
MC Processing Integrity Fee	(04F)	$ 0.045
MC U.S. Acct Status Inquiry Service Interregional	(11G)	$ —
MC U.S. Acct Status Inquiry Service Intraregional	(11H)	$ —
EBT	(18E, 18I, 02X, 18H)	$ —
AVS Fee (POS-Mag Swipe)	(405, 406, 408, 07B, 79)	$ 0.035
Batch Settlement Fee	(227)	$ 0.30

Client's Initials: ______

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 3 of 3)

PNC MERCHANT SERVICES

DBA Name: Erie County Technical School **Loc.** 1 **of** 1

PNC1408(ia)

(7) SERVICE FEE SCHEDULE (cont'd)

PNCFee1411(ia)

Other Payment Fees

Chargeback Fee	(205, 726, 01A)	$ 25.00
Discover Int'l Service Fee	(22H)	0.55 %
Discover Int'l Process Fee	(22G)	0.40 %
Trustkeeper Fee	(W01)	$
TransArmor Token & Encrypt	(12E)	$
TransArmor Monthly Fee	(30L)	$
Other:		$

American Express ESA/Pass Through Fees:*

☐ **Amex Discount Rate	%
☐ Amex Transaction Fee	$
☐ Amex Monthly Fee (Flat Fee)	$

***Billed Separately by AMEX**

****Retail and Restaurant merchants will be charged an additional 0.30% for non-swiped American Express transactions.**

Annual Fee

We reserve the right to assess, on an annual basis and with at least 30 days' advance written notice, a reasonable fee to defray the cost of necessary systems technology upgrades, communication requirements and reporting.

Note: See Part IV, Section A3 of the Program Guide for early termination fees.

Internet Service/Transaction Fees

		Per Authorization
MasterCard Internet GW	(03R)	$
Visa Internet GW	(04R)	$
Discover Internet GW	(07I)	$
Amex Internet GW	(06I)	$
Internet AVS	(435)	$

Buypass Fees

Authorization Fees

Voyager	(0D0, 0D1, 0DV)	$
WEX	(0B0, 0B1, 0BV)	$

Other Payment Fees

Voyager:

Sales Discount Rate	(844)	%
Credit Discount Rate	(845)	%

TeleCheck Fees:	☐ **Traditional TeleCheck** (20)**	
	☐ Paper Warranty (20P)	☐ ECA Warranty (20E)
Inquiry Rate	%	%
Transaction Fee	$	$
Monthly Minimum Fee	$	$
Customer Request Operator Call/Voice Auth Fee	$ 2.50	$ 2.50
Monthly Processing/Statement Fee	$	$
December Risk Surcharge	0.10 %	0.10 %
Other:	$	$
Funding Report Fee Format / Frequency	▨	No Charge Mail/Monthly

**** Billed Separately by TeleCheck**

See Agreement for definitions and any additional fees.

(8) AGREEMENT APPROVAL

The statements made in this Merchant Processing Application and Agreement are true. Client acknowledges having received and read a copy of the Interchange Schedule (for card processing services), Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreements and a Confirmation Page), and Merchant Processing Application (consisting of Sections 1-9), as modified from time to time in accordance with the provisions of this Agreement, and agrees to be bound by all provisions as printed therein. Client hereby consents to receiving commercial electronic mail messages from us from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in the Provide More Business Data section above, you are authorized to accept transactions in accordance with the percentages indicated in that Section. This signature page also serves as the signature page to the Equipment Lease Agreement and the American Express® Card Acceptance Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement and/or "You" and "Your" for the purposes of the American Express Card Acceptance Agreement.

If I have elected American Express OnePoint/Full Service in Section 4 above and such service is available to me, by signing below, I represent that I have read and am authorized to sign and submit this application for the above Client 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 PNC Merchant Services Company and American Express Travel Related Services Company, Inc. ("AXP") and AXP'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 disclosing such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct PNC Merchant Services Company and AXP and AXP agents and Affiliates to inform me directly, or through the Client 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 AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon AXP's approval of the application, the Client will be sent the AXP Agreement and materials welcoming it, either to AXP's program for PNC Merchant Services Company to perform services for AXP, or in AXP's standard Card acceptance program, which has different servicing terms (e.g., different speeds of pay). I understand that if the Client does not qualify for the PNC Merchant Services Company servicing program, which the Client may be enrolled in AXP's standard Card acceptance program, and the Client may terminate the AXP Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the Client agrees to be bound by the AXP Agreement.

ACH Debit and Credit Authorization: Subscriber authorizes its financial institution to pay and charge to its account the amount(s) due TeleCheck under this Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's service(s) under this Agreement. This authorization will remain in effect until 30 days after revoked in writing.

By signing below, each of the undersigned authorizes us and our Affiliates to request and obtain from a consumer reporting agency, personal and business consumer reports. If the Application is approved, each of the undersigned also authorizes us and our Affiliates to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us and our Affiliates. Each of the undersigned authorizes us and our Affiliates to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received from all references, including banks and consumer reporting agencies. It is our policy to obtain certain information in order to verify your identity while processing your account application.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time.

Client certifies under penalties of perjury, that the federal taxpayer identification number and corresponding and filing name provided herein are correct.

THIS MERCHANT PROCESSING APPLICATION AND AGREEMENT HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE.

Client's Business Principal: (Please sign below)

X Signature Paul D Fritz 2/6/12 Date

Title: ☐ President ☐ Vice President ☐ Member L.L.C. ☐ Owner ☐ Partner

☐ Other: ______ Paul D. Fritz Print Name

X Signature ______ ______ Date

Title: ☐ President ☐ Vice President ☐ Member L.L.C. ☐ Owner ☐ Partner

☐ Other: ______ ______ Print Name

For PNC Bank, N.A. and PNC Merchant Services Company:

X Signature ______ ______ Date

(9) PERSONAL GUARANTY

In exchange for PNC Merchant Services Company, PNC Bank N.A.'s and American Express' acceptance of, as applicable, the Agreement and/or the Equipment Lease Agreement and/or American Express Card Acceptance Agreement, the undersigned unconditionally guarantees performance of the Client's obligations under the foregoing Agreements, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify the other parties for any and all amounts due from Client under any of the foregoing Agreements. I understand that this is a Guaranty of payment and not of collection and that PNC Bank N.A.'s., PNC Merchant Services Company and American Express, are relying upon this Guaranty in entering into, as applicable, the Agreement, the Equipment Lease Agreement and American Express Card Acceptance Agreement.

Signature (Please sign below):

X ______, an individual

Signature (Please sign below):

X ______, an individual

PART IV: CONFIRMATION PAGE

Please read the Merchant Processing Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/ or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard and Visa. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 11 of the Card Processing Program Guide).
2. **We may debit your bank account** from time to time for amounts owed to us under the Agreement.
3. **There are many reasons** why a Chargeback may occur. When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargebacks, see Section 10 of the Operating Procedures Guide or see the applicable provisions of the TeleCheck Services Agreement.
4. **If you dispute any charge or funding**, you must notify us within 45 days of the date of the statement where the charge or funding appears for Card Processing or within thirty (30) days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 13 of the Merchant Processing Program Guide or Section 14 of the TeleCheck Services Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/ or hold monies otherwise payable to you (see Card Processing General Terms in Section 16, Term; Events of Default and Section 17, Reserve Account; Security Interest), (see TeleCheck Services Agreement in Sections 1, 3.2, 3.9, 5, and 6) under certain circumstances.
7. **By executing this Agreement with** us you are authorizing us to obtain financial and credit information regarding your business and the signer and guarantors of the Agreement until all your obligations to us are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement early, you may be responsible for the payment of early termination fees as set forth in Part IV, A3 under "Additional Fee Information" and Section 27 of the TeleCheck Services Agreement.
9. **If you are leasing equipment,** it is important that you review in full the Equipment Lease Agreement in Part II, Section 1 of the Third Party Agreements. **Please note, you may NOT cancel the lease during the initial term of the Merchant Processing Agreement.**

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9. Visa, MasterCard and Discover Disclosure

Member Bank Information: PNC Bank, N.A.

The Bank's mailing address is Two PNC Plaza, 620 Liberty Avenue, Pittsburgh, PA, 15222, and its phone number is 1-877-287-2654.

Important Member Bank Responsibilities:

a) The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.
b) The Bank must be a principal (signer) to the Merchant Agreement.
c) The Bank is responsible for educating Merchants on pertinent Visa, MasterCard and Discover Rules with which Merchants must comply; but this information may be provided to you by Processor.
d) The Bank is responsible for and must provide settlement funds to the Merchant.
e) The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

a) Ensure compliance with Cardholder data security and storage requirements.
b) Maintain fraud and Chargebacks below Association thresholds.
c) Review and understand the terms of the Merchant Agreement.
d) Comply with Card Organization Rules.
e) Retain a signed copy of this Disclosure Page.
f) You may download "Visa Regulations" from Visa's website at: http://usa.visa.com/merchants/operationsopregulations.html.
g) You may download "MasterCard's Regulations from MasterCard's website at: http://www.mastercard.com/us/merchant/support/rules/html.

Print Client's Business Legal Name: Erie County Technical School

By its signature below, Client acknowledges that it received the Interchange Qualification Matrix (version IQM.511.1 or ____________) and complete Program Guide (Version PNC1408) consisting of 34 pages (including this confirmation).

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED.

Client's Business Principal:
Signature (Please sign below):

(X) Paul D Fritz

Title: Treas/Bus Mgr

Date: 2/6/12

Paul D. Fritz
Please Print Name of Signer

PNC MERCHANT SERVICES

February 1, 2012

ERIE COUNTY TECHNICAL SCHOOL

PNC Merchant Services is pleased to offer the following pricing for credit card processing.

Benefits:

Next day funding
No minimum processing fees
No batch/settle fees
Local PNC Merchant Service Representative
Combined M/C, Visa, Discover & AMEX Processing

Transaction Pricing:

Qualified Rate	1.61%	1.88%
Mid Qualified	2.41%	2.70%
Non Qualified	3.01%	4.94%-5.63%
Transaction Fee	$0.20	$0.28
Batch Fee	$0.00	$0.20 each
MC/ Visa & Discover Fee	$0.02	$0.02
Monthly	$14.95	$24.99

Equipment:

PNC Merchant services free rental of PCI Compliant Terminal & Pin Pad. A $150.00 up front fee is charged but refunded after 60 days of processing.

Contact: Please contact Mary Plonski at 814-871-9305 /or/ 814-392-0853 with any additional questions about this information.

Thank You.

Mary Plonski

Current Processor

	Rate/Fee	Volume	Monthly
Qualified	1.88%	$820.00	$15.42
Transactions	$ 0.28	24	$6.72
Mid Qualified	2.70%	$615.00	$16.61
			$0.00
Addt'l Non			$16.79
Card Access Fees			$1.22
PIN Debit	$ -	0	$2.10
			$58.85

	Rate	Volume	Monthly
Monthly Fee	$ 24.99	1	$24.99
Batch Settlement	$ 0.20	14	$2.80
			$27.79
Total Monthly			$86.64

PNC MERCHANT SERVICES

	Rate/Fee	Volume	Monthly
Qualified	1.61%	$ 820.00	$13.20
Transactions	$ 0.20	23	$4.60
Mid-Qualified	2.41%	$ 615.00	$14.82
Non-Qualified	3.01%	$ 330.00	$9.93
Car Acess Fees			$1.22
PIN Debit	$ -	0	$2.10
			$45.88

	Rate	Volume	Monthly
Monthly Fee	$ 14.95	1	$14.95
Batch Settlement	$ -	0	$0.00
			$14.95
Total Monthly			$60.83

Estimated Annual Cost Reduction	**$309.77**
Estimated Monthly Cost Reduction	**$25.81**

Current Processor

	Rate/Fee	Volume	Monthly
Qualified	1.88%	$5,690.00	$106.97
Transactions	$ 0.28	58	$16.24
Mid Qualified	2.71%	$3,050.00	$82.66
			$0.00
Non Qualified	4.89%	$5,350.00	$261.63
Card Access Fees			$2.64
PIN Debit	$ -	0	$2.10
			$472.24
	Rate	Volume	Monthly
Monthly Fee	$ 24.99	1	$24.99
Batch Settlement	$ 0.20	16	$3.20
			$28.19
Total Monthly			$500.43

PNC MERCHANT SERVICES

	Rate/Fee	Volume	Monthly
Qualified	1.61%	$ 5,690.00	$91.61
Transactions	$ 0.20	58	$11.60
Mid-Qualified	2.41%	$ 3,050.00	$73.51
Non-Qualified	3.01%	$ 5,350.00	$161.04
Car Acess Fees			$2.64
PIN Debit	$ -	0	$2.10
			$342.49
	Rate	Volume	Monthly
Monthly Fee	$ 14.95	1	$14.95
Batch Settlement	$ -	0	$0.00
			$14.95
Total Monthly			$357.44

Estimated Annual Cost Reduction	**$1,715.86**
Estimated Monthly Cost Reduction	**$142.99**