

**CONTRACT SIGNOR CHANGE FORM**

(please check one)

**ADDITIONAL SIGNOR FORM**

To be used for contract signor changes or adding additional signor ONLY.  
A new Merchant Application & Agreement must be completed for ANY ownership changes.

Business Legal Name: \_\_\_\_\_ Merchant ID#: \_\_\_\_\_

Business DBA Name: \_\_\_\_\_

Physical Street Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

**NEW/ADDITIONAL SIGNOR INFORMATION**

1. Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ SSN: \_\_\_\_\_ Phone#: \_\_\_\_\_

Residence Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

2. Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ SSN: \_\_\_\_\_ Phone#: \_\_\_\_\_

Residence Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

Merchant and/or Guarantor certify and warrant that the information provided is true and correct. By signing in spaces provided below, Merchant and Guarantor acknowledge and agree that they are bound by the Merchant Application & Agreement and Merchant Processing Terms & Conditions originally signed and agreed to on behalf of the business entity listed above. Merchant and/or Guarantor further acknowledge and agree to be bound by all rates, fees, and obligations contained in the Merchant Application & Agreement and Merchant Processing Terms & Conditions. The undersigned further warrants and represents that they have the authority to execute the Merchant Application & Agreement on behalf of the entity named herein and bind the entity to all agreements.

Print Legal Name of Merchant Business: \_\_\_\_\_

X \_\_\_\_\_  
Signor #1 above Title Date

X \_\_\_\_\_  
Signor #2 above Title Date

X \_\_\_\_\_  
Original Signor\* Title Date

\*If this request is for a Contract Signor Change and the original signor is not available, meeting minutes or other documentation must be submitted for approval of the change.

**Individual Guaranty (No Titles Allowed)**

The undersigned jointly and severally (if more than one) unconditionally guarantee to Fifth Third Bank, First American Payment Systems, L.P., and their successors and assigns ("First American") the full and prompt payment when due and performance of all the obligations of every kind of MERCHANT arising directly or indirectly out of the Merchant Application & Agreement, Merchant Processing Terms & Conditions and all amendments or extensions thereto (collectively, the "Agreement") or any document or agreement executed and delivered by MERCHANT in accordance with the terms of the Agreement. This is a continuing guarantee and shall not be discharged or affected by each of the undersigned, shall bind the estate, heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignees or successor of First American. Each of the undersigned hereby consents and agrees that First American may at any time, and from time to time, without notice to or further consent from any Guarantor, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf or for its account, securing the liability of MERCHANT hereby guaranteed; substitute for any collateral so held by it other collateral of like kind, or of any kind; grant releases, compromises and indulgences with respect to the liability of MERCHANT hereby guaranteed and to any persons or entities now or hereafter liable therefore or hereunder; release any Guarantor of MERCHANT; or take or fail to take any action of any type whatsoever, and no such action which First American shall take or fail to take in connection with the Agreement or for the performance of any obligations or undertakings of MERCHANT, nor any course of dealing with MERCHANT or any other person, shall release any Guarantor's obligations hereunder, affect this Guaranty in any way or afford any Guarantor any recourse against First American.

The undersigned agrees, consents and submits to the Courts of the State of Texas, County of Tarrant, and agrees that such courts shall have exclusive jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising hereunder. The undersigned agrees to pay all attorney fees and other expenses incurred by First American. By signing below, each Guarantor hereby agrees: (i) to have read and accepted all terms and conditions of this agreement contained herein, and (ii) that he/she will benefit from the services and financial accommodations provided to Merchant's business.

First American may proceed against any Guarantor with or without joining or first proceeding against MERCHANT or any other persons. The undersigned further unconditionally authorize(s) First American or its agents to investigate the information and references contained herein, and to obtain additional information about Guarantor(s) from credit bureaus and other lawful sources, including persons and companies named in the Agreement.

X \_\_\_\_\_  
Signor #1 above Date

X \_\_\_\_\_  
Signor #2 above Date