



## Tri-County Bank & Trust

### BUSINESS DEBIT CARD APPLICATION

**Business Information (please print)**

Business Name	Date:
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Street/Mailing Address
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Contact Person:	Phone number: (    )	Tax ID: ____ - ____ - ____
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Business Checking Account Number # _____ (Accounts not eligible-Government, MMDA, consumer)
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Business Name as it should appear on card
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Individual(s) whom company is authorizing issuance of card(s). Individual must be a signor on this account. Individuals provided below will be used for cardholder identification and card issuance, and will not be used for credit review. Undersigned cards are in addition to any existing cards.

Cardholder Name #1: _____	Cardholder Name #2: _____
Signature: _____	Signature: _____
Cardholder Name #3: _____	Cardholder Name #4: _____
Signature: _____	Signature: _____

I/We request that you issue Visa Business Check Card(s) to the names above. I/We agree to be bound by Tri-County Bank's Business Debit Card agreement, which was provided at the time I/we received this application. I/We agree to notify the bank, as described in the agreement, of loss or theft of any card, PIN, or account number. I/We authorize the bank to obtain information regarding my personal and/or business credit standing. I/We further agree that the information contained in this application is accurate. I/We authorize Tri-County Bank to verify my/our credit worthiness, as an individual, through any necessary means, including running a consumer credit report through a consumer credit reporting agency.

**Principal Owner/Authorized Officers: If 2 or more authorized signers are required on this account, both(all) need to sign this agreement.**

Signature	Print name and title	Date
Signature	Print name and title	Date
Signature	Print name and title	Date

For Bank Use Only

Application taken by: \_\_\_\_\_

Date: \_\_\_\_\_

Manager Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Card ordered by: \_\_\_\_\_

Date: \_\_\_\_\_

## Business Debit Card Agreement

This Business Cardholder Agreement ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by and between Tri-County Bank & Trust Company ("Bank") and the company whose name appears on the signatory page hereof ("company").

**Whereas**, Company desires to have Bank issue certain debit cards ("Cards") in the name of the Company for use by Company's officers, employees or other agents ("Employees"), as more particularly designated in the Business Debit Card Application dated \_\_\_\_\_, submitted by Company to Bank; and

**Whereas**, Bank is willing to issue such Cards pursuant to the terms of this Agreement.

Now, therefore, the parties agree as follows:

**1. Issuance of Cards.** Bank will issue Cards in the name of the Company and in the names of the Employees as designated in the Agreement. A limit of 4 cards may be issued per account. All cards must be signed immediately upon receipt by the Employees, but all cards remain the property of the Bank and must be surrendered to the Bank upon demand. Company acknowledges that Bank is providing such service to Company as an accommodation only and, except as otherwise provided by law, Bank is not responsible in any way for the manner in which the Cards are utilized. Cards should be issued in the following names:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

**2. Liability and Promise to Pay.** Company agrees to be unconditionally and without limitation liable for all debits effectuated by use of the Cards, whether authorized or unauthorized, whether utilized by Employees or some other person, and whether arising from Cards lost or stolen. All Employees who are granted use of the Cards shall be deemed third party beneficiaries of the accommodation extended hereunder and of the terms and conditions of this Agreement. Accordingly, such Employees shall be jointly and severally liable with Company for any debits effectuated under the Card issued to the respective Employee, whether authorized or unauthorized, and whether arising from lost or stolen Cards. In the event of a lost Card or of unauthorized use of a Card, Bank should be notified by either calling (765)522-1000 or writing Bank at 18 E Washington St, Roachdale, IN 46172.

**3. Security Measures.** In an effort to better protect Company and Employees from lost Cards or unauthorized use of the Cards, Bank requires that each have a Personal Identification Number (PIN) to process a debit transaction. Company and Employees acknowledge that use of PIN provides them a commercially reasonable degree of protection in light of their particular needs and circumstances, and represent that each PIN shall be afforded the highest level of security by Company and Employees and shall be known only to those persons who are on a "need to know" basis. Bank assumes no duty to discover any breach of security by Company or Employees or the unauthorized disclosures or use of a PIN.

**4. Statements and Disputed Debits.** Each month Company will receive an account statement ("Monthly Statement") showing, among other things, all debits made by use of the Cards. Disputes regarding Card debits shall be communicated to the Bank by calling (765)522-1000 or writing to: 18 E Washington St, Roachdale, IN 46172. Any communication regarding a dispute or suspected error must be received by Bank within sixty (60) days of the date of the Monthly Statement on which the dispute or incorrect debit first appeared. If Bank receives timely notice of any dispute debit, it shall initiate a provisional chargeback to the appropriate account and shall thereupon seek to resolve all documented chargeback requests within ninety (90) days of the date of receipt of such request.

**5. Use of Cards.** Company represents and warrants, on behalf of itself and its Employees, that the Cards will only be used for business purposes.

**6. Lost or Stolen Cards.** If any of the Cards are lost or stolen, Company should either call (765)522-1000 or notify Bank at 18 E Washington St., Roachdale, IN 46172.

**7. Return of Cards.** All Cards shall be deemed canceled effective upon termination of this Agreement and Company shall instruct the Employees to cut in half all Cards, and return them to Bank. Company shall remain liable for all debits or other charges incurred or arising by virtue of the use of a Card prior to the termination date.

**8. Amendments and Changes in Terms.** Bank may from time to time amend the terms of this Agreement to the extent allowed by applicable federal and state law. Bank will notify Company by mail of such amendments, and subject to the requirements of applicable law, any amendment to this Agreement will become effective at the time stated in such notice.

**9. Refusal to Honor Cards.** Bank is not responsible for the refusal of anyone to honor the Cards.

**10. Miscellaneous.** If any provision of the Agreement is determined to be unlawful or unenforceable for any reason, the remainder of the Agreement will remain enforceable.

**11. Governing Law.** This Agreement and all transactions hereunder shall be construed as contracts subject to applicable federal law and the laws of the State of Indiana.

Tri-County Bank & Trust Company

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title