

Return Item Release Authorization
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*** \$50 *** (____C/EFT)

Business Name		
Address		
City	State	Zip Code
Phone	Fax	E-Mail

TO WHOM IT MAY CONCERN:

I / we hereby authorize and instruct you to mail all return items after first presentation for payment to Restaurant eFund. **Please forward these items after the *first presentation*.** Please Send All Returned Items To:

Restaurant eFund
 3126 S. Boulevard #345
 Edmond, OK 73013
 Phone 405-359-5704
 Toll Free 877-299-4570
 Fax 405-844-2345

This address and authorization applies only to return items and is to remain in effect until canceled in writing.

Bank Routing Number (9 digits)	Bank Account Number
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Print Name of Authorized Signor on the Account	
Signature of Authorized Signor on the Account	
Title	Date

Merchant's Bank Name		
Address		
City	State	Zip Code
Phone	Fax	

By signing above, I agree to the terms and conditions on the back of this Agreement.

Restaurant eFund Merchant Agreement

1. Merchant authorizes the Restaurant eFund to re-present, in accordance with the RCK rules of the National Automated Clearing House Association (NACHA), all returned check items forwarded to the Restaurant eFund by Merchant or Merchant's bank(s).
2. In addition to re-presentation of returned checks, Merchant authorizes the Restaurant eFund to originate separate electronic debits for return item fees. These returned item fees shall not exceed the maximum amount allowed by applicable state law(s).
3. Merchant understands that the Restaurant eFund is collecting the total amount of face value plus any applicable fees.
4. Restaurant eFund guarantees the face value payment of food, product, or service purchases that are returned for up to three checks per check writer. This Guarantee will apply to returned checks written up to the face value amount of Fifty Dollars (\$50.00) only. This Guarantee includes NSF, Account Closed, Stop Payment, Account Frozen, Account Not Found, and all other return types except Stolen, Forged, and Fraud. Guaranteed items are payable to the merchant within 30 days of receipt of the returned item at the processing center, payable at face value. In order to qualify for the Guarantee, the requirements are that the name, address and ten digit telephone number of the check writer are on the check, the check writer must not be on your current hot list, the check must be under the set limit of Fifty Dollars (\$50.00), the check cannot be a Stolen, Forged or Fraud check and the check must have the authorization stamp on the back of the check with the check writer's signature, acknowledging that the Restaurant eFund shall have the right to electronically collect both the face amount and all associated fees from the check writer's account in the event the check is returned. Two party checks, payroll checks and travelers checks will be sent back to the Merchant since we cannot process these types.
5. Any dispute between Merchant and check writer relating to a check transaction shall be settled between Merchant and check writer. Merchant agrees to indemnify and hold the Restaurant eFund harmless from any claim, liability, loss or expenditure resulting from Merchant's actions or in-actions, including, but not limited to, failing to obtain any written authorizations or post check writer notices as required by NACHA and this Agreement, provided that Merchant's liability shall not exceed Merchant's insurance coverage for said claim. Restaurant eFund agrees to indemnify and hold Merchant harmless from any claim, liability, loss or expenditure resulting from Restaurant eFund's actions or in-actions pursuant to this Agreement, including attorney's fees and court costs.
6. Where applicable, all transactions covered by this Agreement are governed by NACHA 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. Otherwise, the laws of the binding state shall govern this Agreement.
7. If Merchant fails to comply with any term of this Agreement, or any applicable laws or regulations cited in this Agreement, the Restaurant eFund may terminate this Agreement immediately by giving notice to the defaulting merchant. If this Agreement is terminated for any reason, the Restaurant eFund will continue to process any and all returned check items currently in the collection process. However, once this Agreement has been terminated the guarantee portion of this Agreement will no longer apply to any items that remain in the collection process.
8. Either party may terminate this Agreement at any time by giving the other party (10) days notice of termination. This Agreement shall remain in effect with respect to any entries initiated by the Restaurant eFund prior to any such termination and items recovered after termination of this Agreement will be refunded at face value to Merchant.
9. Merchant agrees to display check writer notices as required by this Agreement.
10. The Restaurant eFund may change the terms of this Agreement at any time by giving the Merchant ten (10) days notice of said change(s), provided that Merchant shall have the right to terminate the Agreement by giving Restaurant eFund notice within said ten (10) day period if Merchant does not accept said changed terms.