



TOAST MERCHANT AGREEMENT INITIAL ORDER FORM

Software Subscription Total:	Hardware & Implementation Totals:
Software Subscription: \$	Total Hardware Cost ⁽²⁾ : \$
Software Billing Method:	Total Implementation Cost ⁽²⁾ : \$
Contract Start Date ⁽¹⁾ : Initial Term:	Payment Terms:
(1) Software billing for point of sale Software shall commence on the earlier of (i) Contract Start Date which is defined as ____ days from the Effective Date of this Order and (ii) the Go-Live Date.	Product Lifetime Policy: Toast products are subject to our Product Lifetime Policy. For details, read
	(2) Totals above do not include taxes or shipping costs. Prices are estimates and subject to change. Additional fees may apply for cancelations and for services outside M-F, 7am-9pm local time, for more details see:

(Non-Refundable) Deposit

Total Deposit Amount:	Deposit Payment Method:	ACH Account Type:
	Card number (for deposit payment only):	Exp:
	Type:	

Non-refundable deposit: This deposit is non-refundable and is due upon execution of this form.

CREDIT CARD PROCESSING RATES

VISA / MASTERCARD / DISCOVER

Pricing Structure:	Monthly Processing Fee:
Card-Present Credit Card Rate (Swiped):	% + \$
Card-Not-Present Credit Card Rate (Keyed):	% + \$
Pricing Conditions: Toast pricing for VISA, MasterCard, and Discover rates are valid only for merchants located in the United States. Your participation in Toast payment processing is further subject to the Standard Terms and Conditions, which can be found at	

AMERICAN EXPRESS

AMEX Processing Type:	Estimated Annual AMEX Volume:
Do you want to accept AMEX:	Do you have an existing AMEX account:
	Existing AMEX Merchant ID:
Card-Present AMEX Fee (Swiped):	% + \$
Card-Not-Present AMEX Fee (Keyed):	% + \$



MERCHANT APPLICATION

Restaurant Location Information

Restaurant Name (DBA):		
Restaurant Location Address:		
City:	State:	ZIP Code:
Phone:	Fax:	Email:
New or Existing Business?		Restaurant Category:
Annual Card Volume: \$		Average Ticket Amount: \$

Business Legal Information

Federal Tax ID/EIN (9 digits, no dash):	Number of Locations:
Business Legal Name:	
Registered Legal Address (if different from Restaurant Location address):	
City:	State: ZIP Code:
Date Business Commenced:	Ownership Type:

Owner Information

First Name:	Last Name:	Percent of Ownership ⁽³⁾ :
Title:	Date of Birth:	
Phone:	Email:	
Home Address:	Years at Address:	SSN:
City:	Driver's License:	Issuing State:
State:	ZIP Code:	Issued Date: Exp. Date:



Primary Contact for Toast Implementation

Same as Owner Contact?	First Name:	Last Name:
Title:	Phone:	Email:

Finance Contact

Same as Owner Contact?	First Name:	Last Name:
Phone:	Email:	

Secondary Owner Contact Information (if applicable):

First Name:	Last Name:	Percent of Ownership ⁽³⁾ :
Home Address:	City:	State:
ZIP Code:	Date of Birth:	SSN:

(3) Ownership details must be provided for each individual or legal entity owner with a 25% or greater ownership interest. Total percent of ownership on this agreement must total over 50%. Please attach an Additional Owner Addendum, if necessary, to complete this requirement. Each owner authorizes Toast to obtain and to review third party credit bureau reports on such owner.

Merchant understands and acknowledges that:

One "day" of implementation services shall be equal to 8 hours of service. Implementation services shall be delivered anytime between the hours of 7am and 9pm local time, Monday - Friday ("Toast Standard Hours"). Any additional hours per day, or hours outside of Toast Standard Hours, shall require Merchant to pay additional fees at the then current rate for the total amount of hours and number of technicians necessary to complete implementation. All services and fees shall be in accordance with

Toast does not provide cabling services and the estimates provided above do not include cabling costs. If cabling is required Toast may recommend a local partner. More information can be found in the Toast Site Readiness Guide

After scheduling service appointments (menu review, installation, training or go-live support), Merchant shall have until 7 days before the scheduled date to cancel the service appointment. Canceling within 7 days of the service appointment will result in Merchant being assessed a service fee for each day canceled in accordance with



Banking Information / Voided Check

Bank Name:	Account Type:
Routing Number:	DDA / Account Number:

Merchant hereby authorizes Toast and its designated agents and representative, to initiate credits and debits, as applicable, to the bank account listed above or such substitute bank account as Merchant may designate ("Bank Account") through the automated clearing house ("ACH") network. Toast and its designated agents and representatives will initiate credits and debits to the Bank Account in accordance with the Agreement. This authority will remain in effect until five (5) business days after Toast receives written notice from Merchant of its change of Bank Account. Merchant will at all times maintain sufficient funds on deposit in the Bank Account for the debiting of amounts owed under the Agreement. If there are insufficient funds in the Bank Account to satisfy any amounts owed Toast, Merchant shall immediately send Toast such amounts upon demand. If the account information provided above changes at any time, Merchant will provide the current account information to Toast within five (5) business days. Neither Toast nor its designated agents and representatives shall be liable to Merchant for any delays in receipt of funds or errors in credit entries caused by third parties, including but not limited to, a clearinghouse, Merchant's financial institution, or any agent of Merchant. Merchant is solely liable for all fees and all overdrafts, regardless of cause. Toast shall have the unlimited right to debit without prior notice, any Bank Account containing funds for the purpose of satisfying any liability incurred on behalf of Merchant and any amounts owed to Toast under this Agreement. A fee of \$50.00 may be imposed by Toast for all rejected ACH transactions. Merchant agrees to comply with the operating rules and guidelines of the National ACH Association and the laws of the United States, as in effect from time to time with respect to ACH transactions.

(PLEASE ATTACH A CLEARLY LEGIBLE PICTURE OF A VOIDED CHECK)

Voided check or another form of routing & account number verification is required.

**TERMS AND CONDITIONS AGREEMENT
ACKNOWLEDGEMENT**

USA PATRIOT ACT NOTICE AND INFORMATION COLLECTION To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to, obtain, verify and record information that identifies each person (individual or business) that opens an account. Toast collects this information on behalf of its financial institution partners. For this reason, Toast requests your name, address, date of birth and social security number. Toast also requests information about your company. This allows Toast to identify Merchant and its owners. Toast may also ask for your driver's license or other identifying documents and information. Each owner, control person, and/or officer/manager listed herein understands Toast may obtain and review information from consumer reporting agencies and/or other informational searches on such individual from time to time to validate the authenticity of information provided and conduct criminal background checks.

This Merchant Agreement (this "Agreement") is between Toast, Inc., a Delaware corporation with offices at 401 Park Drive, STE 801, Boston, MA 02215 ("Toast"), and the company listed above ("Merchant"). This Agreement includes, collectively, (1) this Order Form, and (2) the Standard Terms and Conditions available at

. Merchant acknowledges the receipt of this Agreement. All capitalized, undefined terms used in this Agreement shall have the meaning set forth in the Standard Terms and Conditions. Merchant has read, understands, and agrees to be bound by this Agreement, as may be amended from time to time in accordance therewith. Merchant acknowledges that this Agreement is a fundamental part of the parties' agreement without which Toast would not provide services to Merchant. Merchant can request a copy of the Standard Terms and Conditions at any time by contacting a Customer Service Representative at [617682-0225](tel:617682-0225) or support@toasttab.com.

SIGNATURE

Merchant Legal Name	Authorized Signer Name (please print)
Signature	Title Date



Order Form

Special Terms: