



TOAST MERCHANT AGREEMENT INITIAL ORDER FORM

Software Subscription Total:	Hardware & Implementation Totals:
Software Subscription: \$ 72.00	Total Hardware Cost ⁽²⁾ : \$ 1006.60
Software Billing Method: Billed Monthly	Total Implementation Cost ⁽²⁾ : \$ 99.50
Contract Start Date ⁽¹⁾ : Initial Term: 24 Months	Payment Terms: ACH on Shipping
(1) Software billing for point of sale Software shall commence on the earlier of (i) Contract Start Date which is defined as 60 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 Toast's Product Lifetime Policy
	(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: https://hub.toasttab.com/welcome/installation/service-fees

(Non-Refundable) Deposit	
Total Deposit Amount: \$553.05	Deposit Payment Method: ACH ACH Account Type: Business

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

PAYMENT PROCESSING* RATES

Payment Processing	
Pricing Structure: Flat Rate See following page for details	
Monthly Processing Fee: \$ V/MC/D (Card-Present): 2.4900% + \$0.1500 V/MC/D (Card-Not-Present): 3.5000% + \$0.1500 American Express (Card-Present): 3.5000% + \$0.1500 American Express (Card-Not-Present): 3.5000% + \$0.1500	
American Express Processing Type: OptBlue	Estimated Annual AMEX Volume: OptBlue - Less than \$1M annually by Tax ID
Do you want to accept AMEX: No	Do you have an existing AMEX account: No Existing AMEX Merchant ID:



Pricing Conditions: Toast pricing for VISA, MasterCard, Discover, and American Express 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 <https://pos.toasttab.com/merchant-service-agreements>

*Payment processing is facilitated by Toast, supported by Toast's payment provider(s).

American Express Processing Type

In addition to Merchant's obligations under this Order Form and Merchant Agreement, Merchant's participation in the American Express (or, where necessary for spatial constraints, "AMEX") Opt Blue Program is contingent upon Merchant's acceptance of, and compliance with, the then-current American Express Merchant Operating Guide, the most recent version of which is available at: https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf. Only Merchant's with an Estimated Annual AMEX Volume of \$1,000,000 or less are eligible to participate in the OptBlue Program. If, during Merchant's participation in the OptBlue Program: (i) Merchant's Estimated Annual AMEX Volume exceeds \$1,000,000, (ii) Merchant does not meet the eligibility criteria contained in the American Express Merchant Operating Guide, or (iii) for any other reason in AMEX's discretion, and AMEX notifies Toast that Merchant has been categorized as a "High CV Merchant," then Merchant will be converted to a "AMEX Direct Merchant" and accordingly will process AMEX transactions directly with AMEX pursuant to the terms and conditions of the then-current American Express Card Acceptance Agreement.

Pricing Structure

In a flat-rate pricing structure, underlying processing costs for card payments are not passed through directly to flat-rate merchants. Rather, pricing is based only on transaction type (Card-Present or Card-Not-Present) and card brand. Flat-rate merchants pay only the rates and fees specified above under the "Payment Processing Rates" section of this Order Form for their card payments, without being billed for the additional underlying processing costs.

Card-Present

In a Card-Present (or CP) transaction, card details are captured in person at the time of the sale, and the card is swiped, dipped, or tapped using a card reader device.

Card-Not-Present

In a Card-Not-Present (or CNP) transaction, card details are not captured by swipe, dip or tap using a physical card reader device. Card details are captured through some other means, such as manual key entry or online.

Chargeback Fee

Chargeback fee: \$15 per occurrence (plus additional amounts or liabilities as further described in the Standard Terms and Conditions).



MERCHANT APPLICATION & OWNERSHIP INFORMATION

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.

Restaurant Location Information

Restaurant Name (DBA): Clarence Morgan Gym		
Restaurant Location Address: 1750 Georgia 21		
City: Springfield	State: GA	ZIP Code: 31329
Phone: 912-754-6339	Fax:	Email: RASmith@EffinghamCounty.org
New or Existing Business? Existing - Open for Business		Restaurant Category: 5814 Fast Food
Annual Card Volume: \$ 80000		Average Ticket Amount: \$ 10

Business Legal Information

Federal Tax ID/EIN (9 digits, no dash): 586000821	Number of Locations: 1
Business Legal Name: Effingham County Board of Commissioners	
Registered Legal Address: 804 S. Laurel Street	
City: Springfield	State: GA ZIP Code: 31329
Date Business Commenced: 01/01/1900	Ownership Type: Government

Primary Owner Information

First Name: Tim	Last Name: Callanan	Percent of Ownership ⁽³⁾ : 0
Title: County Manager		
Phone: 912-754-2111	Email: TCallanan@EffinghamCounty.org	
Home Address: 804 S. Laurel Street	City: Springfield	State: GA
ZIP Code: 31329	Years at Address: 3	Date of Birth: 06/03/1970 Social SN: *****


Owner 2 Contact Information (if applicable)

First Name:	Last Name:	Percent of Ownership:	
Title:			
Phone:	Email:		
Home Address:		City:	State:
ZIP Code:	Years at Address:	Date of Birth:	Social SN:

Owner 3 Contact Information (if applicable)

First Name:	Last Name:	Percent of Ownership:	
Title:			
Phone:	Email:		
Home Address:		City:	State:
ZIP Code:	Years at Address:	Date of Birth:	Social SN:

Owner 4 Contact Information (if applicable)

First Name:	Last Name:	Percent of Ownership:	
Title:			
Phone:	Email:		
Home Address:		City:	State:
ZIP Code:	Years at Address:	Date of Birth:	Social SN:

Primary Contact for Toast Implementation

Same as Owner Contact? No	First Name: Ronald	Last Name: Smith
Title: Sports and Recreation Services Director		
Phone: 912-754-6339	Email: RASmith@EffinghamCounty.org	

**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 <https://hub.toasttab.com/welcome/installation/service-fees>

Initial
TC

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 <https://central.toasttab.com/s/article/Site-Readiness-Guide>

Initial
TC

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 <https://hub.toasttab.com/welcome/installation/service-fees>

Initial
TC



Banking Information / Voided Check	
Bank Name: Truist	Account Type: Checkings
Routing Number: 061113415	DDA / Account Number: 5242452161

Merchant hereby authorizes Toast, Inc., StratEx HoldCo, LLC, Toast Processing Services LLC, Strategy Execution Partners, LLC, and their designated agents and representatives (each, as applicable to the activities that such party may perform, "the Originator"), to initiate credits and debits, as applicable, to the bank account listed herein or such substitute bank account as Merchant may designate ("Bank Account") through the Automated Clearing House ("ACH") Network. Merchant authorizes the Originator to initiate such credits and debits to the Bank Account in the amounts and on the dates in accordance with the Toast Merchant Agreement, and the Toast Payroll & Team Management Service Agreement (collectively, the "Agreements"), as applicable, and to debit, without prior notice and at any time, any Bank Account for amounts sufficient to satisfy any liability incurred by Originator on behalf of Merchant and/or for any amounts owed to Originator under the Agreement(s). This authorization will remain in effect until five (5) business days after the Originator receives written notice from Merchant of its revocation. Merchant understands and agrees that the services provided under the Agreement(s) are contingent on this authorization. If Merchant revokes this authorization, then (a) such revocation shall be a material breach of the Agreement(s) and the Originator may pursue all rights and remedies available thereunder, (b) Merchant will remain liable for all payment obligations under the Agreement(s), and (c) the Originator will not be liable for its failure to perform under the Agreement(s).

If any Bank Account information provided by Merchant to the Originator changes at any time, Merchant agrees that it will provide updated Bank Account information to the Originator within five (5) business days of the change. Merchant agrees to comply with the operating rules and guidelines of Nacha and all applicable federal and state laws, as in effect from time to time with respect to ACHs. Merchant agrees to maintain sufficient funds on deposit in the Bank Account for the debiting of amounts owed under the Agreement(s). Merchant agrees that, if there are insufficient funds in the Bank Account to satisfy the amounts owed to the Originator, Merchant shall immediately send the Originator such amounts upon demand by the Originator to the bank account specified by the Originator. Merchant agrees that the Originator shall not be liable to Merchant for any fees or overdrafts (irrespective of cause), delays in receipt of funds, or errors in credit or debit entries caused by third parties including, but not limited to, a clearinghouse, Merchant's financial institution, or any agent of Merchant. Merchant agrees that Originator may charge Merchant a fee for any rejected or returned 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

In order to provide Merchant with payment processing services, Toast must enter into agreements with the Payment Networks, processors, and acquiring banks. The Payment Networks have set certain Card volume thresholds, which require anyone that processes at or above those thresholds to enter into an agreement directly with one or more of Toast's banking partner(s). These thresholds are as follows: \$1,000,000 in Visa transactions and/or \$1,000,000 in MasterCard transactions (or such other amount provided by the Operating Regulations) processed in any 12-month period. By accepting or otherwise agreeing to these terms, Merchant agrees to the terms and conditions of each applicable Commercial Entity Agreement, located at <https://pos.toasttab.com/merchant-agreement> as may be amended from time to time, effective as of the date Merchant processes such specified amounts or as otherwise required by Toast's bank partners. If Merchant fails to comply with any "Commercial Entity Agreement", Toast may suspend or terminate Merchant's Toast Account. Similarly, if American Express considers Merchant to be a high value customer, it may require that Merchant enter into a direct agreement with American Express and designate Toast as Merchant's agent for American Express payments. If that is the case, Toast will notify Merchant of such requirement.

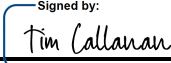
USA PATRIOT ACT NOTICE AND INFORMATION COLLECTION To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to, obtain, verify and record information that identifies each person (individual or business) that opens an account. 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 333 Summer Street, Boston, MA 02210 ("Toast"), and the company listed above ("Merchant"). This Agreement includes, collectively, (1) this Order Form, and (2) the Standard Terms and Conditions available at <https://pos.toasttab.com/merchant-service-agreements> . Any documents attached hereto that appear after the Special Terms section of this Order Form are included for reference purposes only and any such document or any other terms, including product, pricing, payment, or discount terms which are noted outside of their respective sections or the Special Terms section, do not form part of the Agreement. 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 [617-682-0225](tel:617-682-0225) or support@toasttab.com.

SIGNATURE

Effingham County Board of Commissioners

Merchant Legal Name

Signed by:

Signature

Tim Callanan

Authorized Signer Name (please print)

Title: County Manager Date: 2/25/2025



Order Form

Special Terms:



THIS PAGE IS INTENDED FOR ADDITIONAL SPECIAL TERMS, IF NECESSARY

Date: 02/25/2025

Amount: 20.00

Serial Number: 0000015080

Account Number: 0005242452161

Account Name: SPECIAL TAX DISTRICT

THIS CHECK IS PROTECTED BY A VOID PANTOGRAPH, MICROPRINT SIGNATURE LINE AND A HEAT SENSITIVE PADLOCK ICON. ADDITIONAL SECURITY FEATURES ARE LISTED ON BACK.



EFFINGHAM CO. BOARD OF COMMISSIONERS

804 S LAUREL ST
SPRINGFIELD GA 31329-6816
SPECIAL TAX DISTRICT FUND

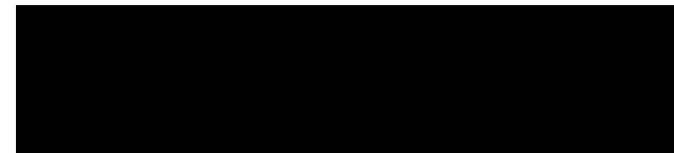
BRANCH BANKING AND TRUST
601 N LAUREL ST
SPRINGFIELD GA 31329-6816

64 1341
611
5242452161

Check Date	Check No	Amount
02/14/2025	15080	\$20.00

PAY ** TWENTY AND 00/100 DOLLARS**

TO THE ORDER OF KNOX PEST CONTROL, INC
PO BOX 870
FORTSON GA 31808



Authorized Signature

106921

⑈ 15080 ⑈ ⑆ 0611134150 5242452161 ⑈

Certificate Of Completion

Envelope Id: 4531BB06-1636-495A-A0D8-9B5C1EC221B2	Status: Completed
Subject: Toast/Clarence Morgan Gym - Documents for your DocuSign Signature	
Template Name (do not edit): Toast Merchant Agreement	
Start Date Type: Calculated upon booking	
Template Type (do not edit):	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 5	Initials: 3
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	John Roppelt
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	401 Park Dr Ste 801
	Boston, MA 02040
	john.roppelt@toasttab.com
	IP Address: 155.226.144.1

Record Tracking

Status: Original	Holder: John Roppelt	Location: DocuSign
2/21/2025 2:17:55 PM	john.roppelt@toasttab.com	

Signer Events

Tim Callanan
nwebb@effinghamcounty.org
Security Level: Email, Account Authentication (None)

Signature

Signed by:

3A5A89AB4145459...

Signature Adoption: Pre-selected Style
Using IP Address: 206.180.129.114

Timestamp

Sent: 2/21/2025 2:19:33 PM
Viewed: 2/25/2025 5:30:15 PM
Signed: 2/25/2025 5:39:19 PM

Electronic Record and Signature Disclosure:
Accepted: 2/25/2025 5:30:15 PM
ID: bbd324e9-bf50-4579-9c1c-0ac578c5a24f

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Sales Ops CC
salesops@toasttab.com

COPIED

Sent: 2/25/2025 5:39:21 PM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 9/30/2022 3:08:37 PM
ID: a75a4098-d1c2-409a-ad93-4beeb70ca228

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	2/21/2025 2:19:33 PM
Certified Delivered	Security Checked	2/25/2025 5:30:15 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	2/25/2025 5:39:19 PM
Completed	Security Checked	2/25/2025 5:39:21 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Toast, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Toast, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jdack@toasttab.com

To advise Toast, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at jdack@toasttab.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Toast, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to jdack@toasttab.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Toast, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to jdack@toasttab.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Toast, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Toast, Inc. during the course of my relationship with you.