



HARBORTOUCH POINT OF SALE SYSTEM SERVICE AGREEMENT  
ELITE/ONYX POS EXHIBIT A

New Account

☒ Existing Account

Warehouse Only Account

Existing MID: 0021641638

Date: 11/05/2021

Merchant DBA Name ("Merchant"): Kansas City Moose Lodge 10

Agent Office Code: KSGRI

Merchant Legal Name: Kansas City Lodge NO. 10 Loyal Order of Moose

Merchant Address: 510 1/2 N Sterling Avenue

City: Sugar Creek

State: MO

ZIP: 64054

Merchant Phone: 816-254-4309

Email Address: lodge10@mooseunits.org

ENROLLMENT OPTIONS

For the Service Fees set forth below and in accordance with the terms and conditions set forth in the Service Agreement the Merchant shall receive the following service:

I. BASE PACKAGE Each base package includes the following items. Items not included may still be available for purchase based on the software selected. See section II and III for add-on compatibility.

- 1 Harbortouch POS System
- Cash Drawer
- Receipt Printer
- Barcode Scanner (Retail/Checkout/Salon & Spa)

- 1 Integrated Customer Display (Retail)
- EMV PIN Pad (Hosp/HBR/Retail/Checkout/Salon & Spa)
- 10 Employee Cards (HBR/Hosp/QSR.10 per MID)
- 1 Keyboard and 1 Mouse

NUMBER OF SYSTEMS 1 x \$39.00/month TOTAL MONTHLY SERVICE FEE: \$ 39.00 /month plus local, state, and federal taxes

Check here if you DO NOT need a cash drawer with some of the systems ordered. Number of cash drawers needed: 1

How many POS stations will be accepting payment? 1

II. OPTIONAL ADD-ONS ("Add-Ons") For an additional monthly per-item service charge Merchant shall be entitled to service for the Add-Ons as set forth in the Agreement.

| PRODUCT/SERVICE                                                                                            | QTY | MONTHLY COST    | TOTAL COST                                                |
|------------------------------------------------------------------------------------------------------------|-----|-----------------|-----------------------------------------------------------|
| POS Server<br>(recommended for orders with a combination of 6+ Hospitality, Retail or Tableside stations.) |     | \$39.00         | \$                                                        |
| Remote Printer - Thermal (HBR/Hosp/QSR)                                                                    |     | \$10.00         | \$                                                        |
| Remote Printer - Dot Matrix (HBR/Hosp/QSR)                                                                 |     | \$16.00         | \$                                                        |
| Digital Scale (reads in pounds and/or ounces. HBR/Hosp/Retail/Checkout.)                                   |     | \$28.00         | \$                                                        |
| Kitchen Video System (includes screen. HBR/Hosp/QSR)                                                       |     | \$43.00         | \$                                                        |
| Caller ID - 2 Line/4 Line (HBR/Hosp/QSR)                                                                   |     | \$14.00/\$20.00 | \$                                                        |
| Barcode Scanner (HBR/Hospitality. Comes standard for Retail, Checkout, Salon & Spa merchants.)             |     | \$6.00          | \$                                                        |
| Age Verification Barcode Scanner (Retail)                                                                  |     | \$16.00         | \$                                                        |
| SkyTab Pay-at-the-Table Terminal (HBR/Hospitality)                                                         |     | \$15.00         | \$                                                        |
| Tableside Tablet (Hospitality only)                                                                        |     | \$39.00         | \$                                                        |
| TOTAL OPTIONAL ADD-ONS:                                                                                    |     |                 | \$ 0.00 /month                                            |
| ACH Shipping expense to ISO                                                                                |     |                 | \$ 39.00 /month<br>PLUS LOCAL, STATE<br>AND FEDERAL TAXES |
| TOTAL MONTHLY SERVICE FEE FOR SECTION I + SECTION II:                                                      |     |                 |                                                           |

SHIPPING METHOD: ☒ GROUND (N/A for AK & HI) ☐ 2ND DAY ☐ NEXT DAY AIR SEE SERVICE AGREEMENT TERMS FOR DETAILS

OWNERS OR OFFICERS

|                      |                        |              |                        |
|----------------------|------------------------|--------------|------------------------|
| Principal #1         | Social Security Number | Principal #2 | Social Security Number |
| Jeffrey Mark Swigart | 493-84-9228            |              |                        |
| Residence Address    | Residence Address      |              |                        |
| 11225 Burton Street  |                        |              |                        |
| City                 | State                  | ZIP          | City                   |
| Sugar Creek          | MO                     | 64054        |                        |

PRINCIPAL #1 INITIALS: PRINCIPAL #2 INITIALS:

**Cable Drops:** Installation of the Equipment shall include 1 complimentary cable run to a POS System located no more than 10 feet from the wall/cable connection and without the need to install any cable jacks into the wall ("Cable Drop"). MERCHANT AUTHORIZES HARBORTOUCH TO PERFORM ADDITIONAL CABLE DROPS IN EXCESS OF THE COMPLIMENTARY CABLE DROP WHICH HARBORTOUCH DEEMS NECESSARY TO PERFORM THE INSTALLATION. MERCHANT SHALL BE BILLED \$249 DOLLARS FOR EACH ADDITIONAL CABLE DROP AFTER THE COMPLIMENTARY CABLE DROP. MERCHANT SHALL BE DEBITED THE AMOUNT FOR ADDITIONAL INSTALLATION AT THE TIME OF THE NEXT BILLING.

**Personal Guaranty:** This general, absolute, and unconditional Guaranty ("Guaranty") by the undersigned (collectively "Guarantor" or "my" or "I" or "me") is for the benefit of Shift4 Payments, LLC d/b/a Harbortouch and its affiliates and subsidiaries, including but not limited to Harbortouch Financial, LLC (collectively "Harbortouch"). For value received, and in consideration for the mutual undertakings contained in the Agreements, exhibits, and all other related agreements entered into between Merchant and Harbortouch or its parents, affiliates, successors, and assigns, I absolutely and unconditionally guarantee the full performance of all Merchant's obligations to Harbortouch, together with all costs, expenses, and attorneys' fees incurred by Harbortouch, its parents, affiliates, successors, or assigns, in connection with any action, inactions, or defaults of Merchant with respect to this Agreement or any other Agreement currently in effect or in the future entered into between Merchant or its principals and Harbortouch, its parents, affiliates, successors, or assigns. I waive any right to require Harbortouch, its parents, affiliates, successors, or assigns, to proceed against other entities or Merchant. There are no conditions attached to the enforcement of this Guaranty. I authorize, Harbortouch, its parents, affiliates or assigns to make from time to time any personal credit or other inquiries and agree to provide, at Harbortouch's request, financial statements and/or tax returns. I agree that this Guaranty shall be governed and construed in accordance with the State of Pennsylvania, and that the courts of Pennsylvania shall have and be vested with personal jurisdiction. The termination of this Agreement or Guaranty shall not release me from liability with respect to any obligations incurred before the effective date of termination. No termination of this Guaranty shall be effected by any change in my legal status or any change in the relationship between Merchant and me. This Guaranty shall bind and inure to the benefit of the personal representatives, parents, heirs, administrators, successors and assigns of Guarantor and Harbortouch.

AGREED AND ACCEPTED:

|                                     |                       |                      |
|-------------------------------------|-----------------------|----------------------|
| <input checked="" type="checkbox"/> | NA: NOT FOR PROFIT    | Jeffrey Mark Swigart |
|                                     | PRINCIPAL 1 SIGNATURE | PRINT NAME           |
| <input checked="" type="checkbox"/> |                       |                      |
|                                     | PRINCIPAL 2 SIGNATURE | PRINT NAME           |

**ACH Authorization:** The fees and charges as specified in POS Exhibit A and the terms and conditions shall be debited from Merchant's account upon the execution of this Service Agreement and then on a monthly basis thereafter. All other charges payable hereunder shall be debited during the month in which they were incurred. Authorized Merchant Representative's signature below authorizes Shift4 Payments, LLC d/b/a Harbortouch ("Harbortouch") its affiliates, subsidiaries, designated assignees, or third party providers, including but not limited to Harbortouch Financial, LLC, to initiate ACH transfer entries to credit and/or debit the account identified in the voided check provided to Harbortouch for the fees and charges incurred under the Service Agreement. This authorization shall remain in effect unless and until Harbortouch receives written notification from Merchant that this authorization has been terminated in such time and manner to allow Harbortouch to act.

**Credit Inquiry Authorization:** Authorization is hereby granted by the Merchant representative who has signed below to Shift4 Payments, LLC d/b/a Harbortouch ("Harbortouch") to obtain a consumer credit report through a credit reporting agency chosen by Harbortouch. Authorized Merchant Representative understands and agrees that Harbortouch intends to use the consumer credit report for the purposes of evaluating my financial readiness to enter into this Service Agreement. Authorized Merchant Representative understands that this credit report will be retained on file at the Harbortouch office for use only by Harbortouch staff. This information will not be disclosed to anyone by Harbortouch without written consent unless required by law. Authorized Merchant Representatives signature below authorizes the release to the credit reporting agency of financial information which I have supplied to Harbortouch in connection with such an evaluation. Authorization is further granted to the credit reporting agency to use photostatic reproduction of this form if required to obtain any information necessary to complete my consumer credit report.

SIGNING BELOW GRANTS HARBORTOUCH AUTHORIZATION TO DEBIT THE MERCHANT ACCOUNT AS SET FORTH HEREIN AND GRANTS HARBORTOUCH PERMISSION TO THE RELEASE OF FINANCIAL INFORMATION TO THE CREDIT REPORTING AGENCY AND GRANTS PERMISSION FOR HARBORTOUCH TO OBTAIN A COPY OF MY CREDIT REPORT.

PLEASE READ THIS SERVICE AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION, INCLUDING YOUR REQUIRED USE OF HARBORTOUCH'S TRANSACTION PROCESSING SERVICES. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO A MERCHANT IN THE EVENT OF A DISPUTE (PLEASE SEE SECTION 11 (e) FOR FURTHER DETAILS).

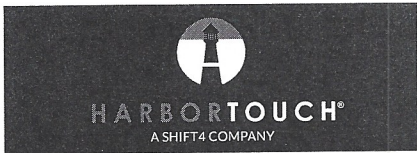
THE INITIAL TERM OF THE SERVICE AGREEMENT IS FOR TWELVE (12) MONTHS. PLEASE SEE SECTION 3 FOR FURTHER DETAILS.

BY THEIR EXECUTION BELOW, THE UNDERSIGNED AGREES TO ABIDE BY THE SERVICE AGREEMENT. THE SERVICE AGREEMENT CONSISTS OF THE POS EXHIBIT A, THE POS ACCOUNT SETUP FORM, AND THE TERMS AND CONDITIONS. MERCHANT ACKNOWLEDGES RECEIPT OF SERVICE AGREEMENT TERMS AND CONDITIONS. THE SERVICE AGREEMENT REQUIRES THE USE OF HARBORTOUCH'S TRANSACTION PROCESSING SERVICES UNDER A SEPARATE MERCHANT TRANSACTION PROCESSING AGREEMENT. MERCHANT WARRANTS THAT THE INFORMATION PROVIDED TO HARBORTOUCH IS COMPLETE AND ACCURATE.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES EFFECTIVE ON THE DATE SIGNED OR APPROVED BY HARBORTOUCH.

AGREED AND ACCEPTED:

|                                     |                                                                                     |                      |
|-------------------------------------|-------------------------------------------------------------------------------------|----------------------|
|                                     | MERCHANT LEGAL NAME: Kansas City Lodge NO. 10 Loyal Order of Moose                  |                      |
| <input checked="" type="checkbox"/> |  | Jeffrey Mark Swigart |
|                                     | PRINCIPAL 1 SIGNATURE                                                               | PRINT NAME           |
| <input checked="" type="checkbox"/> |                                                                                     |                      |
|                                     | PRINCIPAL 2 SIGNATURE                                                               | PRINT NAME           |



# POS SETUP FORM

Please submit all pages of this form along with the Merchant Application and all supporting documentation by email to [operationsupport@shift4.com](mailto:operationsupport@shift4.com).



|                                                                                                                                                                                                                    |                               |                                                            |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------------------------------------------------|--|
| Office ID: KSGRI                                                                                                                                                                                                   | Sales Rep Name: Mark Griffith |                                                            |  |
| M.S.B. Amount: \$ _____                                                                                                                                                                                            |                               |                                                            |  |
| <input checked="" type="checkbox"/> Sales Partner to Install Equipment                                                                                                                                             |                               | <input type="checkbox"/> Sales Partner to Program Software |  |
| Next Day Funding (Subject to Underwriting Approval)<br>To receive next day deposits, the terminal must be set to batch before 9:45 pm ET.<br>Please note if you would like to request a specific batch time: _____ |                               |                                                            |  |
| <div>MX requests same day funding</div>                                                                                                                                                                            |                               |                                                            |  |
| FOR INTERNAL USE ONLY    MID: _____                                                                                                                                                                                |                               |                                                            |  |
| New Account                                                                                                                                                                                                        |                               |                                                            |  |
| <input checked="" type="checkbox"/> Existing Account                                                                                                                                                               |                               | Existing MID: 0021641638                                   |  |
| Ownership Change                                                                                                                                                                                                   |                               | Old MID: _____                                             |  |
| Equipment relocation fee of \$199.00 and/or menu/database rebuild of \$400.00 will be charged if applicable.                                                                                                       |                               |                                                            |  |

## HARBORTOUCH POS SOFTWARE

Select one: ☒ Bar & Restaurant    ☐ Hospitality    ☐ QSR & Delivery    ☐ Retail    ☐ Checkout    ☐ Salon & Spa

## MERCHANT INFORMATION

Name of Business (Doing Business As): Kansas City Moose Lodge 10

## ONLINE ORDERING

☒ Yes, I would like to enroll in Online Ordering. *No setup or transaction fees apply.*

## CONTACT INFORMATION

The primary and secondary contacts will be consulted for the review of the menu design. Please make sure these contacts are decision makers such as business owner or partner.

| PRIMARY CONTACT                                    | SECONDARY CONTACT                                  |
|----------------------------------------------------|----------------------------------------------------|
| Contact Name: Mark Swigart                         | Contact Name:                                      |
| Position with Company: Administrator               | Position with Company:                             |
| Telephone #: 816-254-4309                          | Telephone #:                                       |
| Cell Phone #: 816-217-6745                         | Cell Phone #:                                      |
| Email Address: jmsiart10@gmail.com                 | Email Address:                                     |
| Alternate Phone Number or Alternate Email Address: | Alternate Phone Number or Alternate Email Address: |

When is the best time to contact you? (Select as many as apply. Times are Eastern time.)

☒ Morning (9:00 am - 11:00 am)    ☒ Mid-day (11:00 am - 1:00 pm)    ☒ Afternoon (1:00 pm - 4:00 pm)    ☒ Late Afternoon (4:00 pm - 6:00 pm)

If you are unavailable any days of the week, please list them here: \_\_\_\_\_

## ADDITIONAL PHONE NUMBERS

Please provide all phone numbers you would like associated with your account in addition to those listed in the Contact Information section above. Our phone system will recognize your account when calling from one of these numbers. This enables us to service your account more quickly. Please include any owner/manager cell phone numbers in addition to the business phone.

|               |                   |
|---------------|-------------------|
| Phone Number: | Name/Description: |
| Phone Number: | Name/Description: |
| Phone Number: | Name/Description: |
| Phone Number: | Name/Description: |
| Phone Number: | Name/Description: |



3. SALON & SPA

Employee Information:

- a. Have you provided your staff list?

Yes

No
- b. Have you indicated who can perform what services?

Yes

No
- c. How do you compensate your employees?

Commission

Booth Rental

Hourly

Salary
- d. Is staff provided compensation for product sales?

Yes

No
- e. How is this compensation determined?
- f. What hours are your employees available to perform services?

Customer Information:

- a. Have you included existing customers you would like imported?

Yes

No
- b. Are there pre-existing appointments/memberships already confirmed with your customers?

Yes

No

4. RETAIL

- a. Will you be using a dedicated POS system to manage your warehouse inventory?

Yes

No
- b. How many different retail items do you sell?
- c. How many of these retail items are barcoded?
- d. Are you using manufacturer barcodes or printing your own?
- e. Will you require a barcode scanner?

Yes

No
- In addition to scanning retail items, a barcode scanner can be used for recalling tickets and scanning membership cards, or assigning tickets to servers and drivers
- f. Do you require the ability to schedule appointments?

Yes

No
- g. Do you require age verification?

Yes

No
- h. Do you need the system to generate purchase orders?

Yes

No

5. INVENTORY ENTRY METHOD (RETAIL AND SALON & SPA ONLY)

Please note that inventory must be entered in order to ship your system. Harbortouch does not ship blank POS systems without any inventory programmed.

How will you be supplying your product inventory?

- ☐ Completed inventory will be supplied in approved Harbortouch Inventory Import Template File
- ☐ You will use a Harbortouch supplied handheld barcode scanner to compile your inventory (\$11.00 for shipping)

6. WILL THE EQUIPMENT BE SHIPPING TO THE BUSINESS ADDRESS?

YES ☒ NO

- We always prefer that the order ships to the business location. We understand that there are times when a location has not yet opened and no one will be there to receive the equipment, so we can ship to an alternative location if there is no other option.
- If we are shipping the equipment to another location, the merchant will be responsible for transporting the equipment to the site of installation and should not open the boxes. The installer should be the first person to open the boxes to verify that all equipment is present and intact.
- If NO, please provide name and shipping address: ISO: Mark Griffith 2900 Atchison Avenue Lawrence, KS 66047

7. ARE YOU COVERED BY INSURANCE?

☒ YES ☐ NO

Insurance company name: Ace Westchester

Policy number: FSF 146 168 22002

Agent name & phone #: Vince Seise 816-807-7795

Note: Per Section 5.h. of your POS Service Agreement T&Cs, Merchant shall insure the Equipment at its own cost and expense.

8. WILL YOU BE USING HARBORTOUCH-SUPPLIED GIFT CARDS?

YES ☒ NO

If YES, continue to next question.

If you intend on using a third-party gift card provider, we will require the following:

- Gift card conversion form (available from your sales representative or by emailing giftcards@harbortouch.com)
- A physical card so we can test compatibility

Please send your sample card and conversion form to Harbortouch, Attn: Gift Cards, 2202 N. Irving St., Allentown, PA 18109.  
E-mail giftcards@harbortouch.com with questions.

9. DO YOU CURRENTLY HAVE HIGH-SPEED INTERNET ACCESS?

☒ YES ☐ NO

Satellite and dial-up are not approved Internet types for the Harbortouch POS system. If you will be using a wireless Internet option (3G/4G) you must provide 3 speed tests to verify that it meets required connection speeds and sign a wireless waiver (provided by your factory team).

- a. If YES, what type of connection?

DSL

☒ Cable

Fiber Optic

3G/4G
- Who is your Internet Service Provider (ISP) (i.e., Verizon, Comcast)? Comcast
- b. If NO, when will you have Internet installed? ETA:
- c. Are you part of a larger network (mall, university, etc.)?

☐ Yes

☒ No
- d. Do you have additional devices on the network such as security cameras or a jukebox?

☒ Yes

☐ No

10. DO YOU HAVE THE REQUIRED POWER OUTLETS?

✓ YES NO

- We require the following power outlets in order to install and use the system:
  - 2 power outlets within 4 feet of each terminal
  - 1 power outlet within 4 feet of each remote printer (if applicable)
  - 2 power outlets required for each Kitchen Video System (if applicable)
- A power strip can be used to ensure the number of outlets are available. A surge protector is recommended.

11. CABLE REQUIREMENTS

Each networked device (POS systems, kitchen printers, KVS and Caller ID) will require a CAT 5 Ethernet cable run from the router to each piece of equipment. An existing Ethernet jack within 10 feet of the equipment is also acceptable as Harbortouch will supply a 10' patch cable.

Please select the appropriate option below in regards to your CAT 5 cabling:

- ☒ CAT 5 cabling is already installed
- ☐ CAT 5 cabling will be installed by merchant ETA: \_\_\_\_\_  
Harbortouch to install CAT 5 cabling prior to POS installation - \$199 per cable run (billed at the time the work is done).  
Please note: If CAT 5 cable is not in place at time of POS installation, Harbortouch will run cable at a cost of \$249 per cable run
- Number of cable runs required: \_\_\_\_\_

12. PREMIUM INSTALLATION

YES, I WILL REQUIRE PREMIUM INSTALLATION

Premium installation includes a software expert from Harbortouch headquarters to travel on-site for all day installation, software customization, and training. Cost will be billed after installation and will include any and all travel-related expenses plus \$150 fee for premium service. Minimum cost for this service will be \$1,000.

13. SPECIAL INSTRUCTIONS (MAY REQUIRE APPROVAL): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
☒ SIGNATURE

11/05/2021  
DATE

Jeffrey Mark Swigart  
PRINT NAME