



## SOLE PROPRIETOR AUTHORIZATION

I, the undersigned Sole Proprietor, certify as follows:

1. I am the sole owner of the above named proprietorship.
2. I have the full power and authority as Sole Proprietor to complete the Application and execute this Authorization.
3. The above named Account Manager is authorized to access information regarding the Business MasterCard® Account.
4. Pacific Continental Bank is authorized to issue Business MasterCards® to the above named Cardholders.
5. Use of the Business MasterCard® Account is governed by the Business MasterCard® Agreement, and the Sole Proprietorship shall be bound by the terms of such Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Sole Proprietor

## CORPORATE AUTHORIZATION

I, the undersigned Secretary of the Applicant Corporation, certify as follows:

1. The Corporation is a duly organized corporation existing under the laws of the State of \_\_\_\_\_.
2. I have the full power and authority to execute this Authorization.
3. The powers set forth in the paragraphs below were granted by resolutions adopted at a duly and properly held meeting of the Board of Directors of the Corporation. Such resolutions appear in the minutes of the meeting and have not been rescinded or modified.
4. The Corporation is authorized to establish a Business MasterCard® Account with Pacific Continental Bank.
5. The above named Account Manager is authorized to access information regarding the Business MasterCard® Account.
6. Pacific Continental Bank is authorized to issue Business MasterCards® to the above named Cardholders.
7. Use of the Business MasterCard® is governed by the Business MasterCard® Agreement, and the Corporation shall be bound by the terms of such Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary

## LIMITED LIABILITY AUTHORIZATION

We, the undersigned members of the Applicant LLC, do hereby certify as follows:

1. The LLC is a duly organized limited liability company existing under the laws of the State of \_\_\_\_\_.
2. We have the full power and authority to execute this Authorization.
3. The powers set forth in the paragraphs below were granted by resolutions adopted at a duly and properly held meeting of the members of the LLC. Such resolutions appear in the minutes of the meeting and have not been rescinded or modified.
4. The LLC is authorized to establish a Business MasterCard® Account with Pacific Continental Bank.
5. The above named Account Manager is authorized to access information regarding the Business MasterCard® Account.
6. Pacific Continental Bank is authorized to issue Business MasterCards® to the above named Cardholders.
7. Use of the Business MasterCard® Account is governed by the Business MasterCard® Agreement, and the LLC shall be bound by the terms of such Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
LLC Member

\_\_\_\_\_  
LLC Member

\_\_\_\_\_  
LLC Member

## PARTNERSHIP AUTHORIZATION

We, the undersigned partners of the Applicant Partnership, do hereby certify as follows:

1. The Partnership is a duly organized partnership existing under the laws of the State of \_\_\_\_\_.
2. We have the full power and authority to execute this Authorization.
3. The Partnership is authorized to establish a Business MasterCard® Account with Pacific Continental Bank.
4. The above named Account Manager is authorized to access information regarding the Business MasterCard® Account.
5. Pacific Continental Bank is authorized to issue Business MasterCards® to the above named Cardholders.
6. Use of the Business MasterCard® is governed by the Business MasterCard® Agreement, and the partners, jointly and severally, shall be bound by the terms of such Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Partner

Approved By

Date

Amount Approved

\*\* Cardholders will receive the Business MasterCard® Disclosure and Agreement upon issuance of each MasterCard®. There are costs and fees associated with the Business MasterCard® Account. The Disclosure and Agreement contains information about such fees and costs as well as the annual percentage rate. You may also contact Pacific Continental Bank toll-free at (877) 231-2265 or write us at PO Box 10727, Eugene, OR 97440-2727 to request information regarding this account.



## Merchant and Card Services Guaranty Agreement

Borrower: \_\_\_\_\_ Guarantor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. **GUARANTY.** For valuable consideration, the Guarantor unconditionally guarantees and promises to pay to Bank, on demand, in lawful money of the United States of America, the Indebtedness of Borrower to Bank, as defined below.

2. **INDEBTEDNESS.** The term "Indebtedness" means all advances arising under one of the following Agreements between Pacific Continental Bank and the above listed Borrower ("Agreement"):

Merchant Bankcard Agreement       Business MasterCard Agreement

The Agreement is incorporated herein by reference.

3. **NATURE OF GUARANTY.** From time to time, Pacific Continental Bank ("Bank") has or may extend credit to Borrower under the Agreement. Guarantor makes this Guaranty at the request of Borrower. This Guaranty is unlimited and covers the Indebtedness described above. It is anticipated that calculations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of Borrower's Indebtedness, even to zero dollars, prior to the written revocation of this Guaranty will not constitute a termination of this Guaranty.

4. **BANK RIGHTS.** Bank may take any action under the terms of the Agreement without telling Guarantor and without in any way changing Guarantor's promise to pay Bank.

5. **GUARANTOR'S OBLIGATIONS.** Guarantor agrees Bank does not have to tell Guarantor about any defaults of Borrower or any other information it now knows or later learns about the Borrower's financial condition, unless Guarantor requests such information from Bank. Guarantor assumes responsibility for being informed of Borrower's financial condition and all other circumstances which may affect the risk that Borrower will not be able to pay amounts due Bank. Guarantor agrees Bank has no duty to make any attempt to collect from Borrower prior to bringing an immediate collection action against Guarantor. Guarantor agrees that Borrower's bankruptcy will not change Guarantor's responsibility to pay under this Guaranty.

6. **ENFORCEMENT OF GUARANTY.** If Bank incurs fees or costs to collect on the Indebtedness or this Guaranty, Guarantor will pay that amount as well. This includes the Bank's lawyers, whether or not there is a lawsuit, attorney's fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also will pay any court costs in addition to all other sums provided by law. If there is a lawsuit, Guarantor agrees to submit to the jurisdiction of the courts of Lane County, Oregon. This Guaranty shall be governed by and construed in accordance with the laws of the State of Oregon.

7. **FINANCIAL INFORMATION.** Bank shall have the right to obtain Guarantor's financial information from and share Guarantor's financial information with credit reporting agencies. Bank shall retain this right for the duration of the Guaranty or until such time as all sums due and owing pursuant to the Guaranty have been paid in full, whichever occurs later.

8. **DURATION OF GUARANTY.** If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Bank, by certified mail, at the following address or such other place as Bank may designate in writing: PO Box 10727, Eugene, OR 97440-2727. Written revocation of this Guaranty will apply only to new indebtedness created after actual receipt by Bank of Guarantor's written revocation.

The parties agree this Guaranty Agreement constitutes the entire Agreement. Guarantor acknowledges it has read all of the provisions of this Guaranty and agrees to its terms.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Guarantor



## Merchant and Card Services Guaranty Agreement

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\_\_\_\_\_  
Guarantor



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DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Guarantor