

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION FOR AN ARVEST BANK PURCHASING CARD AND TO OBTAIN PURCHASING CARDS FOR CERTAIN CITY DEPARTMENTS; AND FOR OTHER PURPOSES.**

WHEREAS, the City of North Little Rock (the "City") is interested in applying for a Purchasing Card through Arvest Bank in order to help streamline the purchasing process, reduce paper usage, increase credit card security and prevent fraud, allow the City to set spending limits, restrict card usage to specific types of purchases, among other benefits (see Arvest Purchasing Card application attached hereto as Exhibit A); and

WHEREAS, Arvest Bank requires the City to adopt a resolution authorizing execution of the application and designating a responsible party to identify those employees who are authorized to incur charges against the account and to authorize payment of charges incurred against the Account; and

WHEREAS, it is in the City's best interests to submit an application to Arvest in order to obtain purchasing cards for certain City departments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor is hereby authorized and directed to executed and deliver Arvest Bank's Visa Purchasing Card Application, attached hereto as Exhibit A, and to establish and maintain with Arvest Bank a VISA Purchasing Card account in the name of the City to enable the City to use said cards to make purchases from time to time under the terms and conditions of the Agreement by using VISA credit cards issued by Arvest Bank in the name of the City.

SECTION 2: That the Mayor, or his designee, is authorized and directed to provide Arvest Bank a list of those employees, agents and/or representatives of the City ("Authorized Representatives") who are authorized to incur charges against the Account either by using a card or any other appropriate means, and that Arvest Bank is hereby authorized to allow and pay on behalf of the City any charge incurred by any Authorized Representative and to apply all such charges against the Account.

SECTION 3: That the Finance Director is authorized to pay Arvest Bank for any and all charges incurred against, and all amounts owing, on the Account in accordance with the terms and conditions of the Agreement, with all outstanding balances to be paid on a monthly basis.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

\_\_\_\_\_

\_\_\_\_\_  
Mayor Joe A. Smith

SPONSOR:

ATTEST:

Joe A. Smith  
Mayor Joe A. Smith *by AF*

\_\_\_\_\_  
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields  
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/ABF

FILED	<u>10:50</u>	A.M.	_____	P.M.
By	<u>A. Fields</u>			
DATE	<u>4-7-2020</u>			
<b>Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas</b>				
RECEIVED BY	<u>S. Issery</u>			

# Now You Can Streamline Your Purchasing and Accounting Process...

All that paperwork, all that time, from requisitioning the goods and services, to processing invoices, drastically slows down the purchasing process. With the *Arvest VISA Purchasing Card*, you'll have a *one-card solution* to help you streamline the financial management of travel and entertainment costs, procurement and fleet expenses.

*Learn more...*

You'll be able to cut costs, eliminate paperwork, expedite delivery and improve cash flow. Instead of writing check after check to pay invoices each month, employees use their *Arvest VISA Purchasing Card*.

At the end of the month, employees receive their individual statements to review and the company receives and pays *one consolidated invoice* rather than paying multiple supplier invoices. Goods and services are obtained quicker and the reconciliation process is accelerated and more efficient. Whether you're a small company with several associates making day-to-day purchases or managing the procurement process of a large corporation, we can tailor a solution that fits your needs today and in the future.

#### ■ **Worldwide Acceptance**

Accepted around the world, the *Arvest VISA Purchasing Card* is a smart, convenient way to pay for almost any business related transaction – from office supplies to airline tickets. It's also a smart financial management tool that can help you gain a consolidated picture of your company's spending through our web-based management reporting modules.

#### ■ **Save Time And Money**

The Arvest VISA Purchasing Card aligns your payment program with your business needs by giving you flexibility, while maintaining control over employee spending. It also allows you to:

- Set spending limits by department, division and employee.
- Restrict card use to specific types of purchases.
- Accommodate specialized needs, like tracking employee relocation costs, temporary services, project management and departmental expenses.

#### ■ **Cutting Edge Technology to streamline the management of travel, purchasing and fleet data.**

The web-base reporting modules can be tailored to fit the needs of your business now, with the ability to grow as the needs of the company grow. With this data, your company can gain more control over spending by using the wide range of tools to:

- Integrate procurement and spending data directly into your company's financial systems.
- Support agreements and negotiations with preferred suppliers.



#### ■ **Account Management Module**

Administrators have the ability to assign card limits, restrict spending on daily, monthly and transaction amounts or merchant category codes, provide card account maintenance, and quickly respond to cardholder needs in real-time.

#### ■ **Expense Management Module**

Provides users and managers transaction viewing, editing, approval, data export capabilities and the ability to enter out-of-pocket expense.

#### ■ **Statement Management Module**

Account summaries and activity posted since the most recent statement cycle is displayed in real-time, so users know exactly what has been spent to date.

#### ■ **Reports Management Module**

Provides online access to expense data through queries and data export methods, which can be integrated into the company's expense management program, general ledger or other back-office applications.

#### ■ **Customer Service Excellence!**

Not only do we have state-of-the-art and sophisticated products, we pledge to provide our customers personalized service and support. We have in place a highly skilled team of experts who are specifically responsible for ensuring your success and satisfaction. From the implementation and training process, to answering questions on your Purchasing Card program, we will always be here for you.

#### ■ **Security**

VISA offers, at no extra charge, the VISA Liability Waiver Program to protect businesses from eligible losses that might be incurred through card misuse by a terminated employee.

### Arvest Financial Solutions

If you're looking for a more streamlined way to manage and control expenses, or a cost savings alternative to traditional payment methods (cash or checks) or, if you are simply wanting to access detailed payment data for analysis, Arvest can help you find a payment solution to fit your needs, now and in the future. Ask a Bank Associate for additional information.

EXHIBIT

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## APPLY TODAY!

# VISA Purchasing Card Application

## ▶ SECTION 1

NAICS Code	Company Tax ID	Company Credit Line Requested \$	Total number of cards requested (minimum of 10)
Total Monthly Company Debt \$	Gross Annual Income (required with the exception of municipalities and school districts) \$		
Company Name (hereinafter referred to as the "Company")			
Physical Company Address (Required: No P.O. Box allowed. U.S. Address Only)		Suite/Unit#	
City	State	Zip Code	
Mailing Address (if different)			
City	State	Zip Code	
Send mail and cards to: <input type="checkbox"/> Physical address <input type="checkbox"/> Mailing address		Company Phone Number	Alternate Phone Number
Company Web Site Address		Date Company Established	
Company Name to appear on the cards: (maximum of 25 spaces)		Number of Employees	

## BANK REFERENCE INFORMATION

Bank Name	Account Number
Bank Officer's Name	Bank Officer's Phone Number

## ▶ SECTION 2

### BUSINESS OWNERS INFORMATION

Business Owner Type (Check One):

President  Treasurer  Owner/Proprietor  Partner/Principal  Vice President  General Manager  COO  CEO  CFO  Managing Member

Name: First	Middle	Last (Suffix)	
Physical Home Address (Required: No P.O. Boxes allowed. U.S. Address Only)			Suite/Unit/Apt#
City	State	Zip Code	
% Ownership	Date of Birth (MMDDYYYY)	Social Security Number	
Primary Phone Number (Check Box for Mobile) <input type="checkbox"/>			
Email Address*			
Total Gross Monthly Income**		Source of Total Gross Monthly Income	

\*By providing your email address, you may receive account information, promotions and special offers.

\*\*Alimony, child support or separate maintenance payments need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

# VISA Purchasing Card Application

## ▶ SECTION 3

### BENEFICIAL OWNERS INFORMATION

In an effort to understand your ownership structure, do any other individuals own 25% or more of your business, either directly or indirectly (via direct ownership by a company, trust, partnership, etc.)? (Check One):  Yes  No

If yes, please complete the required Beneficial Owner section below for any additional individual beneficial owners.

Please provide the following information for additional individual owners who own 25% or more of the business, either directly or indirectly; as of May 2018, subject to certain exceptions, the collection of this information is required by federal regulation as part of the ongoing fight against financial crime. Please do not include your information, as your ownership information was provided above. Government agencies and non-profit organizations are not required to provide ownership information, although non-profit organizations are required to provide information for a controlling manager (see below).

In order to fully process this request, you must provide updated organizational documents (i.e., operating agreement, bylaws, Board meeting minutes, etc.).<sup>1</sup>

Name:First		Middle	Last(Suffix)
Physical Home Address (Required: No P.O. Box allowed U.S. Address Only)			Suite/Unit/Apt#
City	State	Zip Code	Email Address*
Date of Birth (MMDDYYYY)	% Ownership	For Indirect Owners: Name of the Entity Through Which Ownership Occurs	
Social Security Number	For Non-U.S. Persons: Passport Number or Alien Identification card Number		

Name:First		Middle	Last(Suffix)
Physical Home Address (Required: No P.O. Box allowed, U.S. Address Only)			Suite/Unit/Apt#
City	State	Zip Code	Email Address*
Date of Birth (MMDDYYYY)	% Ownership	For Indirect Owners: Name of the Entity Through Which Ownership Occurs	
Social Security Number	For Non-U.S. Persons: Passport Number or Alien Identification card Number		

Name:First		Middle	Last(Suffix)
Physical Home Address (Required: No P.O. Box allowed, U.S. Address Only)			Suite/Unit/Apt#
City	State	Zip	Email Address
Date of Birth (MMDDYYYY)	% Ownership	For Indirect Owners: Name of the Entity Through Which Ownership Occurs	
Social Security Number	For Non-U.S. Persons: Passport Number or Alien Identification card Number		

Name:First		Middle	Last(Suffix)
Physical Home Address (Required: No P.O. Box allowed, U.S. Address Only)			Suite/Unit/Apt#
City	State	Zip Code	Email Address*
Date of Birth (MMDDYYYY)	% Ownership	For Indirect Owners: Name of the Entity Through Which Ownership Occurs	
Social Security Number	For Non-U.S. Persons: Passport Number or Alien Identification card Number		

# VISA Purchasing Card Application

## ▶ SECTION 4

**CONTROLLING MANAGER INFORMATION** - *The following information must be obtained for an individual with significant responsibility for managing the legal entity. Nonprofits must fill out the section below with the managing member's information for Beneficial Ownership requirements. Form must be signed by the authorized users.*

Name: First  Middle  Last(Suffix)

Title  Date of Birth (MMDDYYYY)

Physical Home or Company Address (Required: No P.O. Box allowed, U.S. Address Only)  Suite/Unit/Apt#

City  State  Zip Code

For U.S. Persons: Social Security Number

For Non-U.S. Persons: Passport Number or Alien Identification Card Number

## ▶ SECTION 5

### STATEMENT BILLING CYCLE

A Consolidated Statement summarizing all activity for each individual account will be mailed to the address indicated above. In addition, each individual cardholder will receive a statement detailing his/her transactions for the month. A Consolidated Billing statement will be sent, and the Company will submit only one monthly payment:

Consolidated Billing Statement with Individual Memo Statements

Statement Cycle (Check desired day) Payment due date will be 25 days after billing.

1 4 6 9 12 14 15 18 23 24 LD (LD=Last Business day of the month)

Statement Method: USPS Paper Statements Email Statements (available the day after the statement cycles)

Email Notification: *Monthly Statement* is ready for viewing, notification should be sent to:

Primary Email Address for Statement Notification

Secondary Email Address for Statement Notification

Other Email Address for Statement Notification

# VISA Purchasing Card Application

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## ▶ SECTION 6

### OPTIONAL Automatic Payment Options - CHECK ONE

Monthly Automatic-Draft

Balance in Full

Minimum Payment (as shown on monthly statement)

Amount equal to 3%\* of the Company's credit line

\*The payment amount will be rounded to the nearest whole dollar with the understanding that the credit line may increase or decrease from time-to-time, and the payment amount may exceed the Company's required minimum monthly payment.

Weekly/Bi-Weekly Automatic-Draft

Weekly

Statement cut-off date (Please specify desired Day/Week):

Bi-Weekly

I understand that, 2 working days after the statement cut-off date, the account listed below will be drafted for the balance due.

Bank Name

---

Bank Account Number

---

Bank Routing Number

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#### Authorization

I, for and behalf of the Company, hereby request Security BankCard Center Inc. ("SBC") to enroll the Company in the Automatic Payment Plan indicated above and allow the Company to automatically make monthly or weekly/bi-weekly payments to its VISA Purchasing Card account via deductions from the Company's Bank Account indicated above. By enrolling in the Automatic Payment Plan, the Company is authorizing SBC to deduct the Automatic Payment from the Company's Bank Account. The Company can still manually make payments to its account anytime. The Company has the right to cancel any Automatic Payment by providing timely written notice to SBC and/or the Bank at any time up to three days prior to the date shown on the Company's monthly statement. SBC and/or the Bank reserve the right to cancel this Automatic Payment Plan, including the Company's participation therein at any time upon notice. Returned Check Fee: A fee will be charged each time a check, automatic deduction from the Company's Bank Account, or some other form of electronic payment, is returned unpaid.

Signature/Title. (No e-signatures. Please print and sign)

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# VISA Purchasing Card Application

## ▶ SECTION 7

**ONLINE ACCESS** - Administrator (Full capabilities) authorizes the user to make changes to any account online or via telephone, email, fax or letter sent via USPS. Manager (View only) capabilities enables the user to view any and all accounts but NOT make any changes to the account. In addition, SBC will not accept a change request from a user with "View Only" capabilities.

<b>Capabilities</b>	
<input type="checkbox"/> Full <input type="checkbox"/> View ONLY	Name <span style="float: right;">Preferred User Name (12 character max)</span>
	Phone Number <span style="float: right;">Email Address*</span>
<input type="checkbox"/> Full <input type="checkbox"/> View ONLY	Name <span style="float: right;">Preferred User Name (12 character max)</span>
	Phone Number <span style="float: right;">Email Address*</span>
<input type="checkbox"/> Full <input type="checkbox"/> View ONLY	Name <span style="float: right;">Preferred User Name (12 character max)</span>
	Phone Number <span style="float: right;">Email Address*</span>

## ▶ SECTION 8

### ARVEST FLEX REWARDS™ PROGRAM

Note: Clients may only enroll in one of the two programs below.

- Yes    No   I would like to enroll in the Arvest Flex Rewards™ program. Visit [arvest.com/businessrewards](http://arvest.com/businessrewards) for terms and conditions.  
 Yes    No   I would like to enroll in the Automated Cash Rebate program.

## ▶ SECTION 9

**ENABLE FLEET ENHANCEMENT AND REPORTING OPTIONS** - Check the appropriate box(es). Please note, prior to setting Fleet capabilities SBC must receive a complete list of Driver ID# and/or Vehicle ID# (driver and vehicle ID# must be 4-6 characters).

<input type="checkbox"/> Driver ID/Odometer	<input type="checkbox"/> Vehicle ID/Odometer
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## ▶ SECTION 10

### OPTIONAL RESTRICTION DETAILS (Refer to Schedule A on page 7)

**Group #1: Pump Fuel**

Card can be used only at automated (pay-at-the pump) fuel pumps.

**Group #2: Fuel Merchants**

Card can be used only at automated fuel pumps and stores that sell fuel. (Does not restrict what can be purchased inside the store)

**Group #3: Business Travel**

Card can be used only at office supplies, hotels, car rentals, airlines, trains, bus lines, restaurants, automated fuel pumps, gas stations, & auto repair/auto services.

**Group #4: Hotels**

Card can be used only at hotels, motels and lodges.

**Group #5: Auto Parts**

Card can be used only at automotive parts and accessory stores.

**Group #6: Auto Expense**

Card can be used only at new & used car and truck dealers, fuel stations, automated fuel pumps, tire sales & repair stores, wrecking & salvage yards, auto body repair shops, carwashes and towing services.



# VISA Purchasing Card Application Schedule A

## ▶ SECTION 11

Cardholder Information. *NOTE: The maximum characters in the name field is 25.* To request restrictions, check the box that corresponds with the group(s) listed in Section 10 of the Application. If purchasing restrictions are desired, please review the Group Restriction details on page 6. If you have any questions regarding purchasing restrictions, please contact 855-250-8508.

---

Name to appear on card (maximum of 25 spaces)

---

Email Address\*

---

Home Phone Number

---

Cell Phone Number

---

Anticipated Monthly Spend

---

Single Purchase Limit

---

Cash Advance % of Credit Limit

---

Restrictions:

None  Grp 1 Pump Fuel  Grp 2 Fuel Merchants  Grp 3 Business  Grp 4 Hotels  Grp 5 Auto Parts  Grp 6 Auto Expense

---

---

Name to appear on card (maximum of 25 spaces)

---

Email Address

---

Home Phone Number

---

Cell Phone Number

---

Anticipated Monthly Spend

---

Single Purchase Limit

---

Cash Advance % of Credit Limit

---

Restrictions:

None  Grp 1 Pump Fuel  Grp 2 Fuel Merchants  Grp 3 Business  Grp 4 Hotels  Grp 5 Auto Parts  Grp 6 Auto Expense

---

---

Name to appear on card (maximum of 25 spaces)

---

Email Address

---

Home Phone Number

---

Cell Phone Number

---

Anticipated Monthly Spend

---

Single Purchase Limit

---

Cash Advance % of Credit Limit

---

Restrictions:

None  Grp 1 Pump Fuel  Grp 2 Fuel Merchants  Grp 3 Business  Grp 4 Hotels  Grp 5 Auto Parts  Grp 6 Auto Expense

---

---

Name to appear on card (maximum of 25 spaces)

---

Email Address

---

Home Phone Number

---

Cell Phone Number

---

Anticipated Monthly Spend

---

Single Purchase Limit

---

Cash Advance % of Credit Limit

---

Restrictions:

None  Grp 1 Pump Fuel  Grp 2 Fuel Merchants  Grp 3 Business  Grp 4 Hotels  Grp 5 Auto Parts  Grp 6 Auto Expense

# VISA Purchasing Card Application Schedule A

## ▶ SECTION 11B

Cardholder Information. *NOTE: The maximum characters in the name field is 25.* To request restrictions, check the box that corresponds with the group(s) listed in Section 10 of the Application. If purchasing restrictions are desired, please review the Group Restriction details on page 6. If you have any questions regarding purchasing restrictions, please contact 855-250-8508.

---

Name to appear on card (maximum of 25 spaces)

---

Email Address

---

Home Phone Number

---

Cell Phone Number

---

Anticipated Monthly Spend

---

Single Purchase Limit

---

Cash Advance % of Credit Limit

---

Restrictions:

None  Grp 1 Pump Fuel  Grp 2 Fuel Merchants  Grp 3 Business  Grp 4 Hotels  Grp 5 Auto Parts  Grp 6 Auto Expense

---

---

Name to appear on card (maximum of 25 spaces)

---

Email Address

---

Home Phone Number

---

Cell Phone Number

---

Anticipated Monthly Spend

---

Single Purchase Limit

---

Cash Advance % of Credit Limit

---

Restrictions:

None  Grp 1 Pump Fuel  Grp 2 Fuel Merchants  Grp 3 Business  Grp 4 Hotels  Grp 5 Auto Parts  Grp 6 Auto Expense

---

---

Name to appear on card (maximum of 25 spaces)

---

Email Address

---

Home Phone Number

---

Cell Phone Number

---

Anticipated Monthly Spend

---

Single Purchase Limit

---

Cash Advance % of Credit Limit

---

Restrictions:

None  Grp 1 Pump Fuel  Grp 2 Fuel Merchants  Grp 3 Business  Grp 4 Hotels  Grp 5 Auto Parts  Grp 6 Auto Expense

---

---

Name to appear on card (maximum of 25 spaces)

---

Email Address

---

Home Phone Number

---

Cell Phone Number

---

Anticipated Monthly Spend

---

Single Purchase Limit

---

Cash Advance % of Credit Limit

---

Restrictions:

None  Grp 1 Pump Fuel  Grp 2 Fuel Merchants  Grp 3 Business  Grp 4 Hotels  Grp 5 Auto Parts  Grp 6 Auto Expense

# VISA Purchasing Card Application Schedule A

## ▶ SECTION 11C

Cardholder Information. *NOTE: The maximum characters in the name field is 25.* To request restrictions, check the box that corresponds with the group(s) listed in Section 10 of the Application. If purchasing restrictions are desired, please review the Group Restriction details on page 6. If you have any questions regarding purchasing restrictions, please contact 855-250-8508.

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Name to appear on card (maximum of 25 spaces)

---

Email Address

---

Home Phone Number

---

Cell Phone Number

---

Anticipated Monthly Spend

---

Single Purchase Limit

---

Cash Advance % of Credit Limit

---

Restrictions:

None  Grp 1 Pump Fuel  Grp 2 Fuel Merchants  Grp 3 Business  Grp 4 Hotels  Grp 5 Auto Parts  Grp 6 Auto Expense

---

---

Name to appear on card (maximum of 25 spaces)

---

Email Address

---

Home Phone Number

---

Cell Phone Number

---

Anticipated Monthly Spend

---

Single Purchase Limit

---

Cash Advance % of Credit Limit

---

Restrictions:

None  Grp 1 Pump Fuel  Grp 2 Fuel Merchants  Grp 3 Business  Grp 4 Hotels  Grp 5 Auto Parts  Grp 6 Auto Expense

---

---

Name to appear on card (maximum of 25 spaces)

---

Email Address

---

Home Phone Number

---

Cell Phone Number

---

Anticipated Monthly Spend

---

Single Purchase Limit

---

Cash Advance % of Credit Limit

---

Restrictions:

None  Grp 1 Pump Fuel  Grp 2 Fuel Merchants  Grp 3 Business  Grp 4 Hotels  Grp 5 Auto Parts  Grp 6 Auto Expense

---

---

Name to appear on card (maximum of 25 spaces)

---

Email Address

---

Home Phone Number

---

Cell Phone Number

---

Anticipated Monthly Spend

---

Single Purchase Limit

---

Cash Advance % of Credit Limit

---

Restrictions:

None  Grp 1 Pump Fuel  Grp 2 Fuel Merchants  Grp 3 Business  Grp 4 Hotels  Grp 5 Auto Parts  Grp 6 Auto Expense

# VISA Purchasing Card Application

## ▶ SECTION 12

**Borrowing Resolution: Indicate type of entity:**

- Corporation, LLC       Governmental Agency/Entity       Not-for-Profit       School System  
 Church       Sole Proprietorship       Partnership       Other If other, please specify:

**Please submit the following required documents with the Application:**

1. Certified resolutions authorizing Company to obtain the Purchasing Card. These resolutions must include the name of the individual authorized to sign this Application and enter into the VISA Purchasing Card Agreement. Please adopt the following resolutions and certify them below.
2. Company's tax returns and financial statements, including the balance sheet and income statement for the past two years. Also include the most recent interim financial statements.

### **Borrowing Resolutions:**

Borrowing Resolutions are required for any entity. Please adopt the following resolutions and certify them below:

I, \_\_\_\_\_ ("Certifying Party"), hereby certify to Arvest Bank, Fayetteville, Arkansas, that I am the duly appointed and acting \_\_\_\_\_ (e.g., secretary or other officer, manager or similar representative authorized to certify resolutions) of \_\_\_\_\_ ("Entity"), and further certify that the following is a true and correct copy of the resolutions adopted by Entity's Board of Directors or other similar governing body on \_\_\_\_\_, 20\_\_\_\_, and that the resolutions have not been amended, modified or rescinded and are in full force and effect:

WHEREAS, Entity desires to establish and maintain a line of credit with Arvest Bank, Fayetteville, Arkansas ("Issuer"), governed by and subject to the terms and conditions of Issuer's VISA Purchasing Card Agreement, as amended from time to time (the "Agreement");

NOWHEREFORE, BE IT RESOLVED, that \_\_\_\_\_ (Name and Title of Officer who will sign Application on behalf of Entity\*) (the "Responsible Party"), for and on behalf of Entity, is hereby authorized and directed to execute and deliver Issuer's VISA Purchasing Card Application and to establish and maintain with Issuer a VISA Purchasing Card account in the name of Entity (the "Account") to enable Entity to borrow money from Issuer from time to time under the terms and conditions of the Agreement by using VISA credit cards issued by Issuer in the name of Entity (each, a "Card").

FURTHER RESOLVED, that the Responsible Party is authorized and directed to provide Issuer a list of those employees, agents and/or representatives of Entity (each, an "Authorized Representative") who are authorized to incur charges against the Account either by using a Card or any other appropriate means, and that Issuer is hereby authorized to allow and pay on behalf of Entity any charge incurred by any Authorized Representative and to apply all such charges against the Account.

FURTHER RESOLVED, that the officers or other similar representatives of Entity are hereby authorized to pay Issuer for any and all charges incurred against, and all amounts owing on, the Account in accordance with the terms and conditions of the Agreement.

FURTHER RESOLVED, that the Responsible Party is hereby authorized and directed to execute and deliver such additional documents and to take such further actions as the Responsible Party deems in the best interest of Entity and necessary or desirable to carry out the intent of the foregoing resolutions.

IN WITNESS WHEREOF, I have hereunto signed my name as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CERTIFIED BY:

Signature and Title\* (No e-signatures. Please print and sign.)

Print or Type Name

\*NOTE: If the person signing is also the designated "Responsible Party" above, these resolutions should be attested by another officer, manager, owner or similar representative.)

ATTEST:

Name

Title

# VISA Purchasing Card Application

## ▶ SECTION 13

### VISA Purchasing Card Guaranty

In order to induce Arvest Bank, Fayetteville, Arkansas ("Bank"), to issue credit to the Company under the terms and conditions of this Application and that certain VISA Purchasing Card Agreement (the "Agreement"), a copy of which has been reviewed by the undersigned, the undersigned, a principal shareholder or equity holder of the Company, hereby guarantees, absolutely and unconditionally, to the Bank the payment of all sums due to the Bank, whether at stated maturity or otherwise, under the terms of the Agreement and the credit cards issued pursuant to the Agreement (the "Cards"). This is a continuing guaranty and shall remain in full force and effect until the Agreement is terminated and the Bank is paid in full thereunder.

This is a guaranty of payment and not of collection, and the undersigned waives any right the undersigned has at law or in equity arising out of the status as guarantor, including, but not limited to, the right to require that any action be brought against the Company or any other person, or to require that resort be had to any security or to any balance of any deposit account or credit on the books of the Bank in favor of the Company or any other person. The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse the Bank for all expenses (including attorneys' fees) incurred by the Bank in connection with the collection of any of the obligations of the Company. The undersigned hereby authorizes the Bank to setoff without notice all sums owed by the Company against any of the undersigned's accounts at the Bank and further grants the Bank a security interest in all such accounts. The undersigned hereby acknowledges that the Agreement may be modified, renewed, extended or comprised, in whole or in part, or any default with respect thereto may be waived by the Bank, and the Bank may fail to set off, and may release, in whole or in part, any balance of any deposit account or credit on its books in favor of the Company, or of any other person, and the undersigned shall remain bound by this Guaranty, notwithstanding such action or inaction by the Bank. The obligations of the undersigned are absolute and unconditional, and are valid irrespective of any other agreement or circumstance which might otherwise constitute a defense to the obligations hereunder, or the obligations of others related to it. This agreement sets forth the entire understanding of the parties, and the undersigned waives the right to assert defenses, setoffs and counterclaims in any litigation relating to this Guaranty. The undersigned acknowledges that no oral or other agreements, conditions, promises, understandings, representations or warranties exist in regard to the obligations hereunder, except those specifically set forth herein. The undersigned waives and shall not seek to enforce or collect upon any rights the undersigned now has or may acquire against the Company, either by way of subrogation, indemnity, reimbursement or contribution, for any amount paid under this Guaranty, or by way of any other obligations whatsoever of the Company to the undersigned, until all of the obligations of the Company to the Bank have been paid in full.

This Guaranty is and shall be deemed to be a contract entered into under and pursuant to the laws of the State of Oklahoma and shall be in all respects governed, construed, applied and enforced in accordance with the laws of Oklahoma. The undersigned authorizes the Bank to make or cause to be made such credit investigations as it deems necessary or appropriate to evaluate the credit, personal or financial standing and employment of the undersigned and to share its credit experiences with the Company and the undersigned with other creditors and credit reporting agencies.

Each reference herein to Bank shall mean Arvest Bank, Fayetteville, Arkansas and include its successors and assigns in whose favor the provisions of this Guaranty shall also enure. Each reference herein to the undersigned shall be deemed to include the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned, all of whom shall be bound by the provisions of this Guaranty. The term "undersigned" as used herein shall, if this instrument is signed by more than one party, mean the "undersigned and each of them", and the liability of each of the undersigned shall be joint and several with the other of the undersigned. No delay on the part of the Bank in exercising any rights hereunder, or failure to exercise the same, shall operate as a waiver of such right; no notice to or demand on the undersigned shall be deemed a waiver of the obligation of the undersigned or of the right of the Bank to further action without notice or demand as provided herein; and in no event shall any modification or waiver of the provisions of this Guaranty be effective unless in writing, signed by an authorized officer of the Bank. Any such waiver shall be applicable with respect to the specific instance for which given.

#### SIGNATURE & INFORMATION OF GUARANTOR: (No e-signatures. Please print and sign.)

PRINT NAME OF GUARANTOR	SIGNATURE
SOCIAL SECURITY #	DATE
PRINT NAME OF GUARANTOR	SIGNATURE
SOCIAL SECURITY #	DATE
PRINT NAME OF GUARANTOR	SIGNATURE
SOCIAL SECURITY #	DATE
PRINT NAME OF GUARANTOR	SIGNATURE
SOCIAL SECURITY #	DATE
PRINT NAME OF GUARANTOR	SIGNATURE
SOCIAL SECURITY #	DATE

The parties above are signing independently and as a personal guarantor(s). Do not include titles.

# VISA Purchasing Card Application

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## ▶ SECTION 14

Activate CenterSuite Modules: Completed by Security BankCard Center or Bank Associate  
Statement   Accounts   Reports   Expenses

## ▶ SECTION 15

**BANK USE ONLY (please complete or referral points will not be awarded.)**

Referring Associate's Name

Referring Associate's ID

SBC Purchasing Card Acct Mgr's Name

Acct Mgr's Associate ID

Approving Loan Officer's Name

Loan Officer's Associate ID

Bank# and 4-digit code

# VISA Purchasing Card Application

## SECTION 16

The information about the costs of the cards described in this application is accurate as of December 11, 2019. This information may have changed after that date. To find out what may have changed, call us at 1-800-356-8085 or write to us at P.O. Box 6139 Norman, OK 73070 or go to [www.arvest.com/businesscards](http://www.arvest.com/businesscards).

## INTEREST RATES AND INTEREST CHARGES

Annual Percentage Rate (APR) for Purchases	0% Introductory APR for 6 months. After that, your APR will be <b>11.74%</b> variable for Elite* Purchasing VISA Accounts; <b>15.74%</b> variable for Premier* Purchasing VISA Accounts, based on your creditworthiness. Your APR will vary with the market based on the Prime Rate.
Annual Percentage Rate (APR) for Balance Transfers	0% Introductory APR for 6 months. After that, your APR will be <b>11.74%</b> variable for Elite* Purchasing VISA Accounts; <b>15.74%</b> variable for Premier* Purchasing VISA Accounts, based on your creditworthiness. Your APR will vary with the market based on the Prime Rate.
Annual Percentage Rate (APR) for Cash Advances	0% Introductory APR for 6 months. After that, your APR will be <b>11.74%</b> variable for Elite* Purchasing VISA Accounts; <b>15.74%</b> variable for Premier* Purchasing VISA Accounts, based on your creditworthiness. Your APR will vary with the market based on the Prime Rate.
Variable Rate Information	Your APR may vary. The non-introductory rate for purchases, cash advances, and balance transfers is determined monthly by adding <b>6.99%</b> for Elite Purchasing VISA Accounts or <b>10.99%</b> for Premier Purchasing VISA Accounts to the highest U.S. Prime Rate published in <i>The Wall Street Journal</i> on the 10th day (or prior business day) of the prior month.
Penalty APR and When it Applies	None
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	None

## FEES

Annual Fees	None
Transaction Fees:	None
• Balance Transfer	None
• Cash Advance	Either \$4 or 4% of the amount of each cash advance, whichever is greater.
• Foreign Transaction	1% of each transaction in U.S. dollars.
Penalty Fees:	
• Late Payment:	\$29
• Over the Credit Limit:	\$29
• Returned Payment:	\$29

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See your Cardholder Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardholder Agreement.

\* Your application is a request for an account with either Elite or Premier Pricing. We will first consider you for the pricing with the lowest rates. We determine your APR based on a review of your application and credit history.

# VISA Purchasing Card Application

## DATED SIGNATURES (REQUIRED)

Company, by the authorized individual(s) signing below, represents and warrants to Issuer that Company will be legally obligated to pay for Purchases, Cash Advances and all Other charges incurred by those employees given a VISA Purchasing Card. Subject to applicable law, Company will be liable and obligated to pay for all Purchases and Cash Advances made by use of the Cards, whether or not such use was authorized or unauthorized, and whether or not there was actual, implied, or apparent authority for such use. Company will be liable for all amounts incurred (whether billed or unbilled) prior to the time that (a) Company has contacted Issuer verbally (and confirms such verbal notification in writing within five (5) business days) advising Issuer that an employee is no longer authorized to use the Card, and (b) Company obtains the Card issued to such employee and returns it to Issuer. Capitalized terms not otherwise defined herein shall have the same meaning as specified in the Cardholder Agreement and Disclosure Statement (the "Agreement"), a copy of which shall be delivered with each Card authorized hereunder. Each undersigned hereby acknowledges that the use of each such Card is governed by the terms and conditions of the Agreement, as it may be amended from time to time. For purposes herein, Issuer shall mean Arvest Bank, Fayetteville, Arkansas. The Card(s) is/are issued by Issuer, through its processing subsidiary, Security BankCard Center, Inc.

Authorized Signature(s) (Dated Signatures Required). (No e-signatures. Please print and sign.)

	Title
X	
Email Address	Date

	Title
X	
Email Address	Date

	Title
X	
Email Address	Date

	Title
X	
Email Address	Date