

Business Name

Phone #

Address

City

State

Zip

Owner

Manager

This Agreement is made this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the above named Merchant hereinafter Referred to as "Merchant" and \_\_\_\_\_, located at \_\_\_\_\_ hereinafter referred to as Operator. Merchant and Operator agrees as follows:

a.1 Notices to either party shall be delivered upon receipt of written request mailed registered- by certified mail, return receipt requested, to the address above.

2. USE OF SPACE:

Merchant hereby reserves for Operator the right to place Equipment on a sole and exclusive basis for the duration of this Agreement. Provide ATM Terminal Services within Merchants Premises at a location on Premises mutually acceptable to Merchant and Operator.

3. OBLIGATIONS OF OPERATOR.:

- a. Operator agrees to provide and install Equipment.
- b. Operator agrees to pay Merchant the sum of \$0.75 for each approved cash withdrawal transaction, after the first 100 transactions. Commission will be paid by the 20th of each month for the previous month. Operator shall provide to Merchant a customer service number for service, inquiries, complaints, and repairs.
- c. Operator shall stock cash and provide full maintenance on Equipment seven days per week at Operators expense including supplies.

d. Operator shall not disclose any confidential information about Merchant, except as required bylaw or court order.

4.TERM AND TERMINATION:

- a. The term of this Agreement shall be for a period of five (5) years commencing on the date hereof. This Agreement shall be automatically renewed for the same period unless either party notifies the other party in writing of intention not to renew any later than 60 days prior to expiration of the then current term.
- b. In the event that Merchant notifies operator that Merchant intends not to renew this Agreement in favor of a competing provider of equipment similar in form and function to Equipment, Operator shall have thirty (30) days from such notice to match any competing offer and Merchant will withdraw such notice of non-renewal.

3. OBLIGATIONS OF MERCHANT: "

- a. Merchant shall install a dedicated business telephone line, or Internet connection to Equipment for the exclusive use of Equipment. If wireless is required, wireless charges will be deducted monthly from merchants commission.
- b. Merchant shall provide a 110 AC electrical outlet for the exclusive use of Equipment.
- c. Merchant shall provide to Operator, and Operator's representatives, access to premises and Equipment to service Equipment, and access to an existing telephone line for maintenance purposes.

6. OTHER AGREEMENTS:

- a. At all times, the Equipment installed, and contents on the Premises of the Merchant shall remain property of the Operator, shall be considered personal property, shall not be subject to liens, mortgages, or encumbrances covering the real property, and shall not be deemed to be attached to, or constitute, a part of the real property of the Premises. Merchant agrees not to handle or move ATM without receiving express written permission from Operator.
- b. Operator may remove machine at any time without any recourse from Merchant.
- c. Merchant agrees not to compete with Operator by placing any competing equipment in the locations.
- d. The Operator reserves the right to adjust fees at their discretion due to outside forces, competition, new regulations, or diminished returns. Operator reserves the right to assign this contract at any time.

IN WITNESS WHEREOF, the parties hereto, have executed and delivered this Agreement inclusive on the terms and conditions set forth herein, as of the day and year below written.

OPERATOR

DATE

Merchant

DATE