ATM Processing & Site Location Agreement
Location owns the ATM machine(s)
Merchant Owned

This agreement constitutes the whole agreement between the Business Owner (hereinafter referred to as "LOCATION") and *ATM Concepts, Inc., an Independent Sales Organization (ISO), authorized to process Automated Teller Machines transactions* (hereinafter referred to as "COMPANY") and no modifications of waivers shall be binding unless made in writing and signed by both parties and attached hereto.

LOCATION signer warrants and guarantees that he/she has the right and the authority to enter into this agreement and agrees to the terms and conditions contained herein.
The LOCATION owns or leases the premise, which is suitable for the purpose of operating an Automated Teller Machine ("ATM') and desires to have the ATM machine(s) installed at the LOCATION to dispense ATM cash money to the public.
LOCATION will allow equipment to be bolted to the floor for security and the placement of the equipment will be in an area of the LOCATION to provide the most customer traffic.
LOCATION owns the ATM machine(s).
COMPANY reserves the right to assign this ATM Site Agreement and it is interest in this agreement.
LOCATION shall provide COMPANY with thirty (30) days prior written notice of its intent to sell or substantially all of the assets of the LOCATION.

Adjustments – Under current rules and regulations, LOCATION is not liable for adjustments due to fraudulent ATM transactions, which occur without the authorization of the cardholder or knowledge of the LOCATION. The networks and the data processor, administer transaction disputes, a nominal administrative fee may be assessed to the LOCATION by a network and/ or processor in connection with the dispute. In the event a cardholder or financial institution disputes a transaction, the disputed amount and assessed fee may be charge directly to LOCATION'S clearing or settlement account or may offset or reduce and transaction fees due to Location pursuant to Transaction Surcharge fees. If LOCATION disputes the adjustment in a timely manner and provides evidence that the transaction occurred, including evidence that the cash available in the dispensed through the ATM were in balance on the date of the disputed transaction, COMPANY will diligently assist LOCATION to resolve the transaction dispute and try to obtain a reversal of an erroneous adjustment. COMPANY may offset any amounts owed by LOCATION to COMPANY against transaction surcharge fees payable to LOCATION.

This agreement was made and entered into on the date of _____ and shall be binding upon the parties, their heirs, executors, administrators, successors, new owners of business, and assigns for a term of (5) years and shall automatically renew at the end of the term or any extended term for a like term of the same number of years, unless the LOCATION gives COMPANY written notice of termination of the agreement by certified mail not less than ninety
(90) days before the end of any term
LOCATION agrees to process with COMPANY for as long as COMPANY provides the service promised and for as long as COMPANY is able to meet any other bona fide signed future proposal that LOCATION may entertain from any other party or company.
In the event of any action or proceeding of any sort arising from this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred therein.

By mutual agreement a surcharge of $_____ will be charged for every surcharged withdrawal transaction. LOCATION will received a commission amount of $_____ per surcharged withdrawal transaction. If transactions go over 300 LOCATION will receive 100% of every surcharge transaction per month. COMPANY will pay surcharge Commissions to LOCATION by the 15th of every month.

This agreement is between COMPANY and _____
<div align="center">Business Name (LOCATION)</div>

Located at _____
<div>   Address of Business   City   State   Zip Code</div>

COMPANY   **LOCATION**

_____   _____/_____
ATM Participant   Authorized Signature   Email Address

_____   _____/_____
Authorized Signature   Print Name   Business Phone #