

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.

- a) 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.
- b) 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.
- c) 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.
- d) LOCATION owns the ATM machine(s).
- e) COMPANY reserves the right to assign this ATM Site Agreement and its interest in this agreement.
- f) LOCATION’s sale, assignment or transfer of location or location lease shall be subject to this agreement. If LOCATION sells, assigns, or transfers its business or location interest, LOCATION must: (1) notify ATM Concepts Inc. of such sale, assignment or transfer; (2) notify TRANSFEREE of this agreement; and (3) require as a condition of sale, that transferee assume all obligations under this agreement
- g) LOCATION will cover cost of parts outside of machines warranty and COMPANY will waive labor fees if: (1) the machine is under warranty OR (1) surcharge transaction volume exceeds 50 per month and (2) is receiving a processing fee of \$0.50.

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 (3) 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 (30) days before the end of any term.

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 receive a commission amount of \$_____ per surcharged withdrawal transaction. COMPANY will receive a processing fee of \$_____ per surcharged withdrawal transaction. COMPANY will pay surcharge Commissions to LOCATION by the 15th of every month.

This agreement is between COMPANY and _____
Business Name (LOCATION)

Located at _____
Address of Business City State Zip Code

COMPANY LOCATION

ATM Participant Authorized Signature Email Address

Authorized Signature Print Name Business Phone #