**ATM Placement Agreement**

This ATM Placement Agreement (hereinafter “Agreement”) is made by and between

**LOCATION**, located at **LOCATION ADDRESS**

on behalf of itself; its subsidiaries, affiliates, predecessors, successors, assigns; and their directors, officers, employees, and agents (hereinafter the “CONTRACTING PARTY”), with its principal place of business at **CORPORATION ADDRESS** and **YOUR COMPANY NAME**. on behalf of itself; its subsidiaries, affiliates, predecessors, successors, assigns; and their directors, officers, employees, and agents (hereinafter collectively referred to as “**YOUR COMPANY NAME**”), with its principal place of business at **YOUR CORPORATE ADDRESS**, on **DATE** . This Agreement replaces any and all prior agreements between the CONTRACTING PARTY and **YOUR COMPANY NAME**.

1. **YOUR COMPANY NAME** will supply (1) ATM cash dispensing machine at the following address: **LOCATION ADDRESS**

This term of the Agreement shall be 60 month(s) from the date of this Agreement, or the date the ATM starts doing customer transactions, whichever is later. This Agreement shall be automatically renewed for recurring 60 month periods, unless the CONTRACTING PARTY notifies **YOUR COMPANY NAME** of its intention to terminate the Agreement no less than sixty (60) days prior to the expiration of the Agreement. The term will be extended if no transactions occur for a period of thirty (30) days or more, for any reason including, but not limited to renovations, construction, or natural disasters.

1. **YOUR COMPANY NAME** will pay for delivery, installation, processing fees and maintenance.

shall provide the necessary funds for the ATM cash machine to facilitate the customer transactions. **YOUR COMPANY NAME or LOCATION** will provide a dedicated telephone line(s) or like communication device without connection to any other devices. CONTRACTING PARTY will provide a 110-volt electrical outlet(s) within three feet of the proposed ATM site. Additionally, the CONTRACTING PARTY shall provide **YOUR COMPANY NAME** with adequate security for the ATM. The CONTRACTING PARTY also agrees to keep clear a 48” by 48” area of open floor space directly in front of the ATM to remain in compliance with the 2010 Americans with Disabilities Act (ADA) ATM Standards.

1. The CONTRACTING PARTY agrees that **YOUR COMPANY NAME** has the exclusive right to place any and all ATMs on the CONTRACTING PARTY’S premises. Neither the CONTRACTING PARTY nor a third party shall place an ATM or any other like product on the CONTRACTING PARTY’s premises during the term of the Agreement or any renewal term. The CONTRACTING PARTY agrees that it will not take any action nor permit any third party to take any action designed to disable, deactivate, damage or remove any ATM that **YOUR COMPANY NAME** places on the CONTRACTING PARTY’s premises, or interfere with or hinder the ATM’s operation
2. The ATM is and shall remain the property of **YOUR COMPANY NAME** at all times. CONTRACTING PARTY shall carry and give evidence to **YOUR COMPANY NAME** of comprehensive liability insurance against all loss and damage to ATM. The CONTRACTING PARTY’S insurance policy shall be endorsed to guarantee notification of cancellation and shall name **YOUR COMPANY NAME** as additional insured and as loss payee. Proof of insurance will be provided to **YOUR COMPANY NAME** within ten (10) days of the date of this Agreement.
3. This Agreement may be assigned under the same terms and conditions contained herein by either party upon thirty (30) days notice in writing to the CONTRACTING PARTY, and this Agreement shall insure to the benefit of the assignee. The CONTRACTING PARTY may not assign the Agreement without the consent of **YOUR COMPANY NAME**. In the event the CONTRACTING PARTY sells, leases or otherwise transfers its interest in the business located at **LOCATION ADDRESS** the CONTRACTING PARTY will ensure that this Agreement is assumed by the new owner, lessee or transferee. If the CONTRACTING PARTY fails to ensure that the purchaser or other transferee assumes the Agreement, then the CONTRACTING PARTY will pay **YOUR COMPANY NAME** Liquidated Damages. The Liquidated Damages will be calculated by determining the average monthly income generated by the ATM to **YOUR COMPANY NAME**, and multiplying that amount by the number of months remaining under the term of the Agreement. The CONTRACTING PARTY shall also be liable to **YOUR COMPANY NAME** for all expenses, including reasonable legal fees and court costs, incurred as a result of a breach of this Agreement.
4. **YOUR COMPANY NAME** shall pay **$.50(sample)** of the **$3.00(sample)** surcharge per approved surcharged transaction to the CONTRACTING PARTY. If reductions of income or increases in fees are required from networks or state or local governments by **YOUR COMPANY NAME**, **YOUR COMPANY NAME** may pass thru a portion of these fees or reductions of income to CONTRACTING PARTY.
5. The CONTRACTING PARTY is not entitled to any payment for balance inquiries, account transfers or other transactions on which no surcharge is received.
6. Should CONTRACTING PARTY violate Paragraphs 1, 3 or 6 of the Agreement, the CONTRACTING PARTY shall be liable to **YOUR COMPANY NAME** for Liquidated Damages. The Liquidated Damages will be calculated by determining the average monthly income generated by the ATM to **YOUR COMPANY NAME**, and multiplying that amount by the number of months remaining under the term of the Agreement. **YOUR COMPANY NAME** shall receive all expenses, including reasonable legal fees and court costs, incurred as a result of any breach of Paragraphs 1, 3 or 6.
7. This Agreement supersedes and cancels any previous agreements relating to the CONTRACTING PARTY, represents the entire understanding between the parties with reference to the subject matter hereof, may not be modified or terminated, and no requirement or breach of this Agreement may be waived other than by a document in writing signed by the CONTRACTING PARTY and the PRESIDENT of **YOUR COMPANY NAME**. CONTRACTING PARTY avers that it has no Agreement with any third-party to place or operate an ATM on its premises.
8. Both parties agree that any controversy or claim relating to this Agreement, any performance or dealings between the parties or otherwise shall be settled exclusively by arbitration in Florida by a single arbitrator pursuant to the American Arbitration Association's Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection then in effect and judgment upon the award shall be entered in any court having jurisdiction thereof. The arbitrator shall be chosen from a panel of licensed attorneys familiar with the subject matter of this Agreement. Florida law shall apply to this Agreement, excluding conflicts of law. The prevailing party shall be awarded reasonable attorney's fees, costs and disbursements in addition to any other relief granted.
9. Six months from date the ATM does the first valid withdrawal transaction, **YOUR COMPANY NAME** will evaluate the profitability of the ATM at CONTRACTING PARTY’S location. Should **YOUR COMPANY NAME** deem the ATM unprofitable, **YOUR COMPANY NAME** reserves the right to remove the ATM from the location.

**YOUR COMPANY NAME CONTRACTING PARTY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tax ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_