National ATM Wholesale
www.AtmMachines.com
Office: 1-888-474-3125

ATM LOCATION AGREEMENT

(Placement)

This Agreement is made and entered into effective_____, 20___between _____ ("Owner"), and_____("Location").

1. **Equipment**. Owner owns an automated teller machine ("ATM") and owns or has the right to utilize all software needed for the operation of the ATM. Location agrees that owner may install, operate, and maintain it's ATM at Location's premises in an indoor location or locations as mutually agreed. The ATM shall be located to provide an unrestricted view of the ATM from the front entrance of the Premises. Location shall provide such space for the ATM as is necessary to enable customers to have unobstructed access to the ATM and for maintenance and servicing of the ATM
2. **Availability**. Location agrees that the ATM shall at all times remain available for use by Location's customers during Location's normal business hours for the term of this Agreement. Owner reserves the right to schedule reasonable downtime to accomplish necessary maintenance or system improvements, not to exceed five percent (5%) of available time each calendar month.
3. **Transaction Fees.** Owner shall pay Location $_____ for each transaction made on the ATM. For purposes of this Agreement, a transaction is defined as any cash withdrawal made from a cardholder's account when a surcharge fee is collected. Payments for transactions will be disbursed daily or monthly by ACH Direct Deposit. Owner may increase or decrease the amount of the fee payable to Location upon 30 days prior notice upon demonstration of a change in direct transaction costs payable to third party processing providers or a change in transaction fee revenue due to a change in network rule or other law or regulation which affects fees payable to ATM owners.
4. **Transaction Surcharges.** Owner and Location agree that an initial transaction surcharge fee of $_____ per transaction will be imposed on all transactions on the ATM. Owner may increase or decrease the amount of the transaction surcharge fee in its sole discretion.
5. **Installation/Training.** Owner agrees to ship and install the ATM, train Location's staff as necessary, and deliver initial supplies to Location. The ATM shall be and remain the sole property of Owner. Owner shall have the right to install appropriate signage at the Premises to advertise the availability of the ATM.
6. **Maintenance/Repair.** Owner will arrange for necessary servicing and repair of the ATM. In the event of any ATM failure, damage, or other problem requiring repair, replacement, adjustment or maintenance, Location shall notify Owner or a person designated by Owner within twenty-four (24) hours of first becoming aware of such failure or problem, Location will not permit anyone, other than an authorized representative or designee of owner, to perform any service or repair work on the ATM without Owner's prior written approval. Owner or its representatives shall at any reasonable time and at all times during business hours have the right to enter into and upon the Premises for the purpose of inspecting, repairing, maintaining, or upgrading the ATM and observing its use.

7. **Processing Services.** Owner agrees to provide, and location agrees to utilize exclusively during the term of this Agreement, such data processing services as Owner selects to process all ATM transactions. Owner may add, delete, or change ATM network affiliations, as it deems appropriate in its discretion.
8. **Phone & Electrical Requirements.** Location shall, provide and maintain a dedicated business dial-up telephone line or an internet connection. Location shall, provide one (1) dedicated operating electrical power outlet (110v). Both the telephone line and electrical power outlet shall be within two (6) feet of the ATM site. Unless otherwise agreed in writing Location shall pay for monthly charges incurred in connection with such telephone line or internet connection.
9. **Exclusivity.** Location shall not permit the removal of the ATM from the Premises, nor allow the placement of any other ATM's on the Premises (whether inside or out), nor subscribe to any other data processing service for processing ATM transactions during the term of this Agreement, except as may be specifically approved by Owner in writing.
10. **Insurance Requirements.** Location agrees to protect the ATM from damage, loss, theft, or destruction. Unless otherwise agreed in writing, Location shall provide and maintain property insurance against loss, theft, damage, or destruction of the ATM in an amount not less than the full replacement value of the ATM. Location waives any rights of recovery against Owner or its processing providers arising from such loss, theft, damage, or destruction. The insurance policy shall be endorsed to name of Owner as an additional loss payee and shall provide for notification to Owner of cancellation. Location shall provide Owner with evidence of such insurance prior to installation of the ATM. Location is solely responsible for providing security against theft at the Premises and owner shall have no liability to Location in the event of theft or damage. Unless owner is providing cash, all cash kept in the ATM shall be the property of Location and Location shall bear the risk of loss if any cash is stolen or otherwise lost or destroyed.
11. **Equipment Relocation.** In the event Location transfers or moves its business from the Premises, or if Location sells its business, Location shall notify Owner not less than thirty (30) days prior to any such event. This Agreement shall be deemed amended to apply to Locations new business location for the remaining term of this Agreement. The ATM shall be placed in a mutually agreed upon indoor location.
12. **Term**. This agreement shall be for a term of five (5) years from the date of installation unless amended or terminated by written agreement signed by both Owner and Location or terminated as set forth below. Upon the expiration of the initial term, this Agreement will automatically renew for subsequent additional terms of five (5) years each on the same terms and conditions as provided herein unless canceled by written notice at least ninety (90) days prior to expiration of the term.
13. **Termination: Notice.** Either party may terminate this Agreement, effective thirty (30) days after giving written notice of intent to terminate, upon the occurrence of a material breach provided that such breach continues for thirty (30) days after notice of such breach. In addition, Owner may terminate this agreement upon giving thirty (30) days prior written notice to Location of inadequate use of the ATM by customers or immediately in the event of damage, destruction, vandalism, or misuse. All notices hereunder shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States mail, first class postage fully prepaid, return receipt requested, addressed to Owner and Location at their respective addresses as listed below. Any party may change its address for notice in accordance with the terms of this paragraph.

14. **Attorney Fees.** If suit or action is instituted to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs, such sums as the court may adjudge reasonable for legal fees at trial and in any appellate or bankruptcy proceeding. Location agrees to pay all costs of collection for sums due to Owner under this Agreement, including attorney fees, whether or not suit or action is commenced.
15. **Disclaimer.** LOCATION UNDERSTANDS AND AGREES THAT OWNER MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE ATM. OWNER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL SPECIAL OR INDIRECT DAMAGES THAT LOCATION MAY INCUR. OWNERS'S SOLE LIABILITY TO LOCATION HEREUNDER, EXCEPT AS OTHERWISE PROVIDED, SHALL BE TO REMEDY ANY BREACHOF THIS AGREEMENT IN A TIMELY MANNER. Neither party will be liable for failure to perform its obligations under this Agreement if such failure is due to acts or events beyond such party's reasonable control.
16. **Not Assignable.** Location shall not assign or dispose of any of its rights or obligations under this agreement without prior written consent of Owner. This Agreement is binding on the successors and permitted assigns of the parties.
17. **Waiver.** A waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of that party's rights to otherwise demand strict compliance with this Agreement and any and all provisions hereof.
18. **Entire Agreement.** This Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof. There are no other promises, representations, terms or obligations other than those contained herein. This agreement supersedes all prior communications, representations or agreements, oral or written, between the parties and shall not be modified except in writing signed by both parties.
19. **Controlling Law.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the state of Georgia. The jurisdiction and venue for any legal proceeding to interpret or enforce this Agreement shall be in the county where Owner (or its successor in interest) maintains its principal place of business or residence.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement.

OWNER	**LOCATION**
_____	_____
Legal Name	Legal Name
_____	_____
Address	Address
By: _____	By: _____
Name/Title:	Name/Title:
_____	_____
Date: _____	Date: _____