



If you have any problems or questions when filling out this form, please call us at 1.800.929.0228 or e-mail info@atmnetwork.net

10749 Bren Rd. E.
Minnetonka, MN 55343
1-800-929-0228
Fax: 877.928.6638



Customer ID

SITE LOCATION AGREEMENT

This Agreement is effective on the \_\_\_ day of \_\_\_, 20\_\_\_, between ATM Network, Inc., 10749 Bren Road East, Minnetonka, MN 55343 (the "Company"), and \_\_\_ located at \_\_\_ (the "Location").

- 1. Equipment. Location agrees to place its own AUTOMATED TELLER MACHINE("ATM") on its Premises in an indoor location or locations as mutually agreed upon.
2. Availability. Location agrees that the ATM shall at all times remain available for use by Location customers during Location's normal business hours for the term of this Agreement.
3. Transaction Processing and Surcharge Fees. Company shall collect all transaction revenue from the ATM and pay Location for each transaction made on the ATM.

Option 1 \_\_\_ Location receives 100% of surcharge revenue on assessable cash withdrawal transactions.

Merchant's Signature

X \_\_\_\_\_

Choose either Option 1 or Option 2

Option 2 \_\_\_ Location receives 80% of surcharge revenue on cash withdrawal transactions plus free maintenance, parts and repairs on the ATM for the term of this Agreement.\*

Merchant's Signature

X \_\_\_\_\_

\*Provided, however, that any damage to an ATM caused by vandalism, other intentional acts or Acts of God shall not be covered by the provisions of either of the above-referenced service options. Does not include labor for locations in Alaska and Hawaii.

Location agrees its share of transaction revenue will be disbursed monthly by Company to Location on an electronic basis.

- 4. Installation & Training. Company agrees to install the ATM, train Location's staff, coordinate routing of telephone lines as may be required...
5. Maintenance/Repair. Company agrees to provide all maintenance, parts and repair of the ATM at the Location.
6. Processing Services. Company agrees to provide, and Location agrees to utilize exclusively during the term of this Agreement, such data processing services as Company, in its sole discretion, has selected...
7. Cash Requirements and Inventory. Location agrees to keep sufficient amounts of cash in its ATM during business hours.
8. Phone & Electrical Requirements. Location agrees, at its expense, to provide and maintain a dedicated business telephone line and one (1) operating electrical power outlet...
9. Sole Provider. Location shall neither permit the removal of the ATM from the Premises, nor allow the placement of any other ATMs on the Premises...
10. Insurance Requirements. Location agrees to protect the ATM and its contents from damage, loss, theft, or destruction.
11. Term. This Agreement shall be for a term of five (5) years from the date of ATM installation...
12. Property Ownership or Lease Terms. Location represents and warrants that it is the owner of the Premises or that it holds a lease or option to renew the lease for said Prem-



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## SITE LOCATION AGREEMENT — Page 2

ises of equal or greater length than the initial five-year term of this Agreement.

13. **Equipment Relocation.** In the event Location transfers or moves its business from the Premises, Location shall notify the Company not less than thirty (30) days prior to any such event. In such event, this Agreement shall be automatically deemed amended to apply to Location's new Premises for the remaining term of this Agreement. The ATM shall be placed in a mutually agreed upon indoor location or locations.

14. **Cancellation.** Company may terminate this Agreement at any time in the event Location engages in unlawful activity in connection with the use or operation of the ATM, or in the event Location breaches a material provision of this Agreement.

15. **Liquidated Damages.** Location agrees that in the event it terminates, for any reason, this Agreement between Location and Company, prior to the end of the then current term thereof, Location shall pay to Company, upon demand or through ACH, which method is hereby authorized by Location, or as a deduction from any amounts owed by Company to Location, as liquidated damages, and not as a penalty, in satisfaction of the claims of Company, a sum of money equal to the average number of transactions per month on Location's ATM(s) times the revenue earned by Company per each cash withdrawal transaction times the number of months remaining in the agreement as of the date of termination by Location. It is agreed that this provision for liquidated damages is fair and equitable and the amount set forth above is reasonable under the circumstances. Nothing in this provision shall be interpreted to preclude Company from pursuing any other legal claim for money damages against Location.

16. **Notices.** All notices hereunder shall be in writing and shall be by registered or certified mail, return receipt requested, addressed to Location, simply to whom it may concern, at its address as listed in the preamble of this Agreement. All notices shall be deemed received three (3) weekdays after the date of such mailing.

17. **Attorney Fees.** If suit or action is instituted to enforce or interpret any of the terms of the 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 on any appeal therefrom. Location agrees to pay all costs of collection for sums due to Company under this Agreement, including attorney fees, whether or not suit or action is commenced.

18. **Company Not Agent.** Location understands and agrees that the Company is not an agent of any lessor of the ATM; that it has no authority to act on behalf of or for any lessor, and that it is not authorized to waive or alter any term or condition of any lease for the ATM; and that it is not an agent of Location for any purpose whatsoever.

19. **Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, LOCATION UNDERSTANDS AND AGREES THAT COMPANY MAKES NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE ATM, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. COMPANY SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOST PROFITS OR DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES THAT LOCATION MAY INCUR. COMPANY'S SOLE LIABILITY TO LOCATION HEREUNDER, EXCEPT AS OTHERWISE PROVIDED, SHALL BE TO REMEDY ANY BREACH OF THIS AGREEMENT IN A TIMELY MANNER.

20. **Assignment.** Location shall not assign or in any way dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of the Company.

21. **Controlling Law and Compliance With Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Minnesota. Location waives any right it may have to challenge the jurisdiction of the state and federal courts of Minnesota and irrevocably consents to their jurisdiction. Location agrees it will comply with all state laws and regulations governing operation of an ATM on its premises and further agrees to post all consumer notifications provided by Network to Location.

22. **Adjustments.** In the event any cash withdrawal transaction is disputed by the cardholder's (customer's) financial institution and, as a result is charged back by that financial institution, Location hereby authorizes charging any such disputed amount (plus any assessed fees) directly to Location's clearing account as identified in the signed ACH form. Any other disputed amounts or charges for denied transactions, balance inquiries, transfers or other costs associated with non-monetary transactions and any other network assessed fees, program fees or compliance costs, may, at Company's discretion, be offset, passed-through, increased, reduced, charged and deducted from any Transaction Processing Fees or Transaction Surcharge Fees due Location pursuant to Paragraph 3, above.

23. **Monthly Access Fee.** Location agrees to pay to Company, during the term of this Agreement, a monthly fee of \$15.00 for access to the systems of network services providers such as Visa and MasterCard. If access to the systems of network services providers, network interchange rates or internal processing costs of Company change, the Monthly Access Fee may, at Company's sole discretion, be subject to change upon 30 days prior written notice to Location.

24. **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.

25. **Authority.** The undersigned are the duly authorized representatives of Location and Company and have all of the necessary authority to execute and perform this Agreement.

26. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto. There are no other promises, representations, terms, conditions, 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. Location hereby acknowledges that sales representatives or Dealers affiliated with Company are not authorized to make or approve any additions to, deletions from or alterations of the printed provisions of this Agreement, or to terminate this Agreement, and that no such addition, deletion, alteration or termination shall be valid or binding on Company unless in writing and signed by an officer of Company. Any purported amendment, modification or termination of this Agreement which is oral, or which is in writing but not signed by both Location and an officer of Company, shall be void and of no effect whatsoever.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the day and year last stated below.

COMPANY:

X \_\_\_\_\_  
ATM Network president Date

LOCATION:

X \_\_\_\_\_  
Principal #1 Date

Print name

Title