

Site Placement Agreement

This agreement is effective on the _____ day of _____, 20 ____ Between _____
Located at _____ (Company) and _____
Located at _____ (The Location)

1. **Equipment.** Company agrees to place its own Automated Teller Machine (ATM) on Location's premise in an indoor location as mutually agreed upon with Location.
2. **Availability.** Company 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. The previous sentence notwithstanding, Company reserves the right to schedule reasonable downtime to accomplish necessary maintenance or system improvements, not to exceed ten percent (10%) of available time per calendar month.
3. **Transaction Processing and Surcharge Fees.** The surcharge revenue and all interchange fees shall be the sole property of company during the term of this agreement. The surcharge fee will be set at a maximum of \$2.95 unless otherwise approved by both parties. Company will pay to location \$1.00 of the surcharge, on or before the 30th day of the month for the previously completed month. Company will provide maintenance, parts, and repair on the ATM for the term of the Agreement.
4. **Inventory and cash requirements.** Company agrees to keep sufficient amounts of cash in its ATM during all business hours.
5. **Electrical requirements.** Location agrees at its expense, to provide and maintain an Operating electrical outlet. Location shall pay for monthly charges incurred in connection with such electrical power usage.
6. **Exclusivity.** Location shall neither permit the removal of the ATM from the premises, nor allow the placement of any other ATMs on the Premises, nor subscribe to any other data processing service for processing ATM transactions during the term of this Agreement.
7. **Insurance requirements.** Location agrees to protect the ATM and its contents, including the cash, from damage, loss, theft, or destruction. Company, at its own discretion shall provide and maintain property insurance against loss, theft, damage or destruction of the ATM in an amount not less than the replacement value of the ATM and its contents. Location agrees it is solely responsible for providing security against theft at the premises and company shall have no liability to location in the event of theft or damage. All cash kept in The ATM shall be the property of the Company.
8. **Term.** This agreement shall be for a term of five (5) years from the date of the ATM installation. unless amended or terminated by mutual written agreement of both Company and Location or terminated by Company pursuant to paragraph 10 below. Notwithstanding anything contained herein to the contrary, this agreement shall be automatically extended for additional periods of one (1) year each unless either party provides to the other, at least thirty (30) days prior to the end of the term of the agreement, written notice of its intention to terminate.
9. **Equipment Relocation.** In the event location transfers or moves it's business from the premises, Location shall notify company not less than 30 days prior to any such event. In such event this Location shall be automatically deemed amended to apply to locations new premises for the remaining term of this agreement. The ATM shall be placed in a mutually agreed upon indoor location or Locations.
10. **Cancellation.** Company, or location may terminate this agreement any time for unlawful activities by the opposing party. Company may terminate this agreement if the average monthly transaction volume falls below 75 transactions per month for any 3 consecutive months.
11. **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 listed in the preamble to this agreement. All notices shall be deemed received three (3) weekdays after such mailing.

12. **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 the 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.
13. **Disclaimer.** EXCEPT AS A SPECIFICALLY PROVIDED IN THE AGREEMENT. LOCATION UNDERSTANDS 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.
14. **Assignment.** Location shall not assign or in any way dispose of all or any part of its rights or obligations under this agreement without prior written consent of the company.
15. **Controlling Law, and Compliance with Law.** This agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Minnesota. The Company further agrees that it will comply with all state laws and regulations governing operation of an ATM in locations premises.
16. **Adjustments.** In the event any transaction is disputed by the cardholder's (customer) financial institution and, as a result is charged back by that financial institution, Company will assume all responsibility, financial and otherwise.
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 hereto. There are not other promises, representations, terms, conditions 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.

IN WITNESS WHEREOF, the undersigned duly authorized representative of the parties. have executed this agreement as of the day and year written above.

Company

Location

Address: _____

Address: _____

By: _____

By: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Date: _____

Date: _____