



401 N Main Street • Rector, AR 72461 • 870.926.4777 • Fax 870.277.1824

### ATM PLACEMENT AGREEMENT:

This **ATM LOCATION AGREEMENT** is entered into and effective this 22<sup>nd</sup> day of APRIL, 2011; between Elite Enterprise the "ATM Owner" and "Merchant" as identified below and applies to the location(s) identified in Exhibit A.

**A. BASIC AGREEMENT**

It is hereby agreed that the ATM Owner is granted the exclusive right to securely install, maintain, repair, and insure the ATM machine at no cost or obligation to the Merchant.

**B. FILLING THE MACHINE AND PROCESSING FEES**

ATM Owner will fill the machine with cash and pay all processing fees to the bank.

**C. TELEPHONE & ELECTRICAL REQUIREMENTS**

Merchant agrees to provide a non-dedicated dial-up telephone line and 110 volt power. The ATM Owner may provide a phone line if needed and the transaction volume is sufficient. The ATM will only dial "800" toll free numbers.

**D. INSTALLATION & MAINTENANCE**

ATM Owner shall install or contract installation of the ATM. For insurance requirements and security purposes the ATM must be bolted to the floor. ATM Owner will provide all labor involved with service and maintenance of the ATM. If after the machine is in place and needs to be moved to a new location within the premises, a one time relocation fee of \$150 may be assessed from Merchant commission. Once the ATM is removed, ATM owner shall perform all maintenance needed to restore the area to original condition.

**E. SIGNAGE**

With the Merchant's permission the ATM Owner shall be allowed to erect ATM signage as necessary to attract ATM business.

**F. TERM OF AGREEMENT**

This agreement shall be in effect for a trial term of six months, during which time no other cash dispensing machines may be used on these premises. Once the trial has ended and both parties agree the placement is profitable, this agreement shall be in effect for a term of twelve months. The agreement will renew itself for an equal term of twelve months unless the ATM Owner receives written notification to cancel within 60 days of end of the term.

**G. MERCHANT COMMISSION**

ATM Owner will compensate the Merchant per completed surcharged withdrawal transaction based on the sliding scale below. Commissions may be reduced by telemetry fees, license fees, or other charge back fees mentioned in this agreement. ATM Owner reserves the sole right to change or modify surcharge amount charged to card holders upon written notification to Merchant within 60 days. Transaction totals will be compiled and a commission check will be mailed to the Merchant on an agreed upon schedule to the address provided to the ATM Owner in Exhibit A. Unless otherwise agreed upon, commission checks will be mailed quarterly.

<u>ATM Monthly Usage</u>	<u>Commission Paid to Merchant</u>
1 - 250	\$0.50
251 - 500	\$0.75
501 - 750	\$1.00
750+	\$1.25

**H. SALE OR RELOCATION**

In the event Merchant closes permanently, Merchant can elect to end this agreement early without incurring any penalties provided the ATM has been in place for at least 1 year and Merchant promptly provides the ATM Owner with 60 days written notice of the closing. Penalties may include forfeiture of commission due and/or charges for installation and setup. If Merchant is relocating, this Agreement shall be deemed automatically amended to apply to Merchant's new location for the remaining term. Should the Merchant sell the business or premises the Merchant shall have the obligation to notify the purchaser of the existence of this Agreement and all obligations hereunder.

**I. TERMINATION FOR DAMAGES / TERMINATION FOR LOW USAGE / TERMINATION FOR CAUSE**

Merchant agrees that in the event that the ATM is damaged or vandalized or abused in any way the ATM Owner has the right to unilaterally and immediately end the contract and remove the ATM from the Location. If after a period of time there continues to be low usage of the ATM so as to not justify the continued investment of the ATM Owner's machine in that particular Location, the ATM Owner may unilaterally end the agreement.

**J. INSURANCE REQUIREMENTS**

Merchant agrees to maintain comprehensive liability insurance at the ATM location and to add the ATM machine to the company's contents all-risk insurance coverage. ATM Owner cannot be held responsible for any damage to said location in the event damage is done while attempting to damage or steal from the ATM machine.

**K. SEVERABILITY NOTICE**

If any term of this Agreement is determined by a court to be unlawful or unenforceable such term shall be severed from this Agreement and the enforceability of the remaining terms of this Agreement shall not be affected thereby. Any written notice required under this Agreement shall be deemed to have been properly made upon "return receipt requested" mail to the ATM Owner's address set forth in this Agreement.

**EXHIBIT A**  
Location of ATM

Location 1

Location Name: JUSTICE COMPLEX

Location Address: 410 WEST WASHINGTON

City, State, Zip: JONESBORO ARK 72401

Location Contact: BEN BRAYLSKE

Location Phone: 870-832-1052

**L. ATTORNEY FEES**

Merchant agrees to pay all costs for collection for sums due to the ATM Owner under this Agreement, including but not limited to attorney's fees involved in the litigation of the matter being enforced. If a lawsuit is undertaken to enforce any part of this agreement the prevailing party shall be entitled to recover from the other party any costs and/or legal fees the ruling court or court representative may deem appropriate.

**M. LEGAL CAPACITY**

Merchant represents and warrants that it has full right, power, legal capacity, and authority to enter in and perform its obligations under this Agreement. If leasing the premises where the ATM is being located then Merchant represents that they hold a lease of equal or greater length than the term of this Agreement. The person executing this Agreement on behalf of Merchant personally represents and warrants that he or she has full authority to bind Merchant to its terms.

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

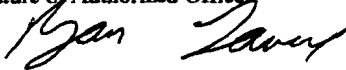
**ATM OWNER**

Elite Enterprise  
401 N Main St  
Rector, AR 72461  
(870) 926-4777

**MERCHANT**

City of Jonesboro  
515 West Washington  
Jonesboro, AR 72401  
(870) 932-0820

Signature of Authorized Officer:



Signature of Authorized Officer:

PRINT: RYAN LAWRENCE

DATE: 22 APR 2011

Business Name: \_\_\_\_\_

Primary Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Business Contact: \_\_\_\_\_

Business Phone: \_\_\_\_\_

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

**Commission Check Information**

Commission Checks to be made payable to: \_\_\_\_\_

Commission Checks mailed to (address): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_