



Merchant Acceptance Agreement

web

Date:

New merchant Additional location to existing merchant Change of owners

BUSINESS INFORMATION

Business Name		D.B.A. Y N		Corporate Name (If Different)		Store #	
Equipment Location Address (Attach Additional Locations)				Corporate/Billing Address			
City		State, Zip		City		State, Zip	
Telephone #		Fax #		Contact Name		Federal Tax ID	
Type of Business <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Franchise <input type="checkbox"/> Partnership <input type="checkbox"/> LLC (Describe)							
Bank Name:		(ATTACH A VOIDED CHECK BELOW)		Routing Number (nine digits)		Account Number	

FEES / SUMS / REBATES / CONSIDERATIONS

Surcharge:	Merchant Rebate for surchargeable cash transactions, paid monthly, less any adjustments for Chargebacks, pass through fees and expenses where applicable:
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Other: Accounting fee and network access is \$15.00 per month. Additional fees for ATM scrip: \$50.00 registration.

Equipment provided at location:

The undersigned hereby acknowledge that the Equipment is provided by and is owned, with all rights, title and interest, by:

Merchant _____

Cash inventory will be provided by:

Merchant ATM Merchant Systems at a rate of _____

Vault cash rates may change with a thirty (30) day notice according to allocated costs. Merchant may elect to provide vault cash with a thirty (30) day notice.

Merchant agrees to accept surcharge free cards at this location Yes No

AUTHORIZATION

I certify that I am authorized to execute this Agreement for the business named above, and that all information and documents submitted are true, correct and complete. I hereby agree to the terms and conditions of this agreement with ATM Merchant Systems and authorize the investigation of the references herein listed or statements or other data obtained from me or any other person pertaining to credit and financial responsibility. I also authorize ATM Merchant Systems and/or its financial institution to initiate credit and debit entries for settlement, adjustments, pass through fees and expenses and those amounts owed or due that shall survive this Agreement.

Signature (For Merchant)		Title
Name (Print)		Date
Witness Signature	Witness Name (Print)	Telephone #
Accepted By (For Company)		Title
Name (Print)		Date

Attach Voided Check
(No Deposit Slips)

AUTOMATED TELLER MACHINE and ATM SCRIP PROCESSING AGREEMENT

THIS processing agreement (the "Agreement") is made by and between ATM Merchant Systems (the "Company"), located at 5160 S. Eastern Ave., Las Vegas, NV 89119 and the business whose name and address are above (the "Merchant"), (together the "Parties").

A. This Agreement provides for automated teller machine(s) and ATM scrip machine(s), ("ATM(s)") on real property (the "Property"), generally located at the address above, to have access to the ATM networks available in this region and nationally (the "Networks"). Company has contracted with a national third-party processor or processors (the "Processor"), the Networks, and a bank or banks (the "Settlement Bank") to act as a Networks-sponsoring bank for Company. Company, Processor, Networks and Settlement Bank will facilitate the ATM processing and the transfer of funds received from the Networks as a result of Merchant's ATM transaction activity.

B. Merchant desires that Company shall provide the ATM transaction processing services (the "SERVICE").

C. Company desires to provide the SERVICE.

NOW THEREFORE, in consideration of the mutual covenants set forth below, and other valuable considerations, which Parties acknowledge to be sufficient, Parties agree as follows:

1. **ATM Fees and REBATE.**

a. Company shall receive all ATM fees, including, but not limited to, surcharge fees.

b. Company shall give Merchant a monthly rebate based on the number of surchargeable cash transactions at the ATM(s) during each calendar month (the "Rebate"). Such Rebate will be paid within 21 days after the first business day of the succeeding month. In the event that certain Electronic Benefits Transfers (EBT) or other transactions pay processing fees at a rate less than Cirrus or Plus rates as of the date and year first above written, the REBATE for these transactions will be paid minus said difference. Company shall process transactions using, in its determination, the most appropriate method. In the event the current processing is no longer available, Company will determine the best alternative and the rebate may change accordingly.

2. **Term.** The term of this Agreement shall commence on the day Agreement is accepted by Company or processing starts, whichever is later, and it shall continue in force for a period of sixty (60) months, thereafter (the "PRIMARY TERM"). Either Party shall have one (1) option to renew this AGREEMENT for a sixty (60) month period. However, the term of this Agreement will be **automatically extended** for a period of sixty (60) months upon the same terms as stated herein unless a party who intends to terminate this Agreement notifies the other party of intent to terminate this Agreement at least sixty (60) days prior to the end of the PRIMARY TERM or any RENEWAL TERM then in effect. If either party wishes to renegotiate any part of the Agreement, said party must notify the other party at least sixty (60) days prior to the end of the PRIMARY TERM or any RENEWAL TERM then in effect. In the event that Merchant decides to make an agreement at the completion of this Agreement with another ATM service provider, Company shall have first right of refusal to match the terms of any new agreement. Merchant's liability for any discount charges, expenses, fees and chargebacks as of the date of termination shall survive such termination, as will Company's liability for payment of Rebate to Merchant. Company may terminate this Agreement immediately in the event Merchant has failed to fulfill any of its obligations or, in the Company's determination, due to vandalism or lack of profitability.

3. **Obligations of Parties.**

a. Merchant will pay for, provide and allow Company access to all utility services required for the ATM(s), including, but not limited to, telephone and electrical service.

b. ATM Owner shall keep all equipment in working order.

c. Merchant shall allow the proper display of all Networks-required signs.

d. Merchant shall not complete any transaction and Company shall not be liable for the settlement of any transaction which did not result from the proper use of a Qualified Card and for which the bank issuing the Qualified Card did not respond with an authorization number for the transaction.

e. All transactions utilizing a Qualified Card shall be the result of the Qualified Card being swiped through the ATM terminal(s) and the customer having entered his Personal Identification Number ("PIN"). The Merchant shall allow only the customer to enter any Secret Code, PIN or other such number. In no event shall Merchant or any other third party have access to or enter on behalf of the customer, any such PIN.

f. A Qualified Card may be used at Property for cash to be dispensed without Merchant requiring a retail purchase as a condition for the transaction.

g. Parties agree that each will use its best efforts to comply with all applicable Federal, State, and local laws, regulations and ordinances and of any provider, Processor or affiliated service under this Agreement being utilized in connection with any transaction utilizing a Qualified Card. Parties agree to indemnify and hold each other harmless from and against any and all liability, loss, costs, damages, attorney fees and expenses of whatever kind or nature which either may sustain by reason or consequence of either's failure to comply with such laws, rules, regulations or ordinances. In the event that any Banking ATM Network or other entity having jurisdiction over any transaction involving a Qualified Card requires the Agreement between Company and Merchant be modified or amended, Company shall give Merchant written notice specifying the exact language of such required modification and such modification shall be effective immediately. In the event ATM fees, regulations or determinations that any Banking ATM Networks, or Processor or other entities that have jurisdiction or control, change the structure contributing to the rebate, said change may change Rebate amounts.

h. Merchant understands that Company can not be held responsible for any Network or processing problems. However Company will try to resolve any such problems.

i. If Merchant provides vault cash, Merchant shall balance the ATM(s) and notify Company of any error in the event that a chargeback needs to be initiated. Merchant shall retain proper journal receipts needed as proof of balancing to the Networks in the event that a customer disputes a transaction.

j. Company shall reprogram ATM software as needed for network processing. Merchant shall assist Company in said reprogramming when necessary.

k. Company shall provide the SERVICE to Merchant continually throughout the term of this Agreement, subject to the provisions of this Agreement.

l. If Company provides ATM, Merchant agrees to suspend CASH BACK transactions to its customers from its POS terminals during the term of this Agreement, with the exception of when the ATM machine is not working due to any reason or out of cash. In this event, Merchant may use its cash back system until such time as the ATM is back in service.

m. The ATM shall be located in an area that is mutually agreed to by both Parties and Merchant shall provide reasonable physical security for the ATM(s).

n. Merchant shall immediately notify Company should the ATM cease to function.

4. **ATM Signage.** Merchant hereby authorizes Company to place a required sign or signs on the Property which state the fee notice, ATM evidence operating instructions, identity of ownership of the ATM(s) and the Networks to which the ATM(s) afford(s) access. The form and content of the sign(s) and the location for the installation of the sign(s) shall be subject to the Rules. Company reserves the right to place advertising on the ATM(s). Any revenue from said advertising shall be shared with Merchant.

5. **Binding Effect, Successors and Assignments.** This Agreement is binding on the Parties and their respective executors, administrators, successors and assigns. Parties shall extend to and bind said executors, administrators, successors and assigns, to the extent allowed by this Agreement, all rights and liabilities herein given to, or imposed upon.

6. **Construction of Agreement Provisions.** If a court of competent jurisdiction or an arbitration body, as the case may be, determines that any provision of this Agreement is invalid, that determination shall not affect any other provision of this Agreement, which shall remain in full force and effect. If a provision is ambiguous and one interpretation would render the provision void, the provision shall be construed to have the meaning which renders it valid.

7. **Notice.**

a. Notice and other communications given under this Agreement shall be in writing, sent by United States registered or certified mail, postage prepaid and return receipt requested, to Parties at respective above addresses or at an address supplied by one party to the other pursuant to this paragraph.

b. Every notice shall be deemed given on the third business day from the time it is deposited in the United States mails in the manner described.

8. **Attorney's Fees.** In the event that at any time during the term of this Agreement either Merchant or Company shall institute any action or proceeding against the other relating to the provisions of this Agreement, or any default hereunder, then and in that event, the nonprevailing party in such action or proceeding agrees to reimburse the prevailing party for the reasonable attorney's fees incurred therein by the prevailing party.

9. **Final Written Agreement.** This Agreement supersedes any prior written or oral agreements, negotiations or understandings between Parties for an automated teller machine processing agreement for Property. This Agreement shall not be altered, modified, changed or amended and no waiver of any of the terms, conditions or provisions hereof shall be valid and binding, except by a writing making reference hereto, signed by a duly authorized representative of the party to be bound by such modification or waiver.

10. **Force Majeure.** Each PARTY shall be excused from performance, and shall have no liability, for any period and to the extent that such party is prevented, hindered or delayed from performing any services or other obligations under this Agreement, in whole or in part, as a result of acts, omissions or events beyond the reasonable control of such party, including by way of illustration and not limitation, acts or omissions of the other party, third party nonperformance, failure or malfunction of ATM, computer or telecommunications hardware, equipment or software, breach or other nonperformance by vendors and suppliers, strikes or labor disputes, riots, war, fire, acts of God or government or network regulations.

11. **Compliance with Laws.** Each PARTY will perform its obligations under this Agreement in strict compliance with all applicable laws, orders or regulations of all appropriate jurisdictions and Networks.

12. **Captions.** The captions set forth herein are inserted solely for ease and convenience of reference and are not intended to provide a basis for construction and interpretation.

13. **Exclusivity.** Other than the ATM processing being provided by Company during the term of this Agreement, Merchant shall not allow any other ATM processing for the Property. This Agreement shall be an exclusive Agreement for the Property by and between Company and Merchant during its entire term. In consideration for the exclusivity provided under this Agreement, Company agrees to pay the Rebate as above.

14. **Disclaimer.** Merchant acknowledges that Company cannot guarantee any net profit amounts, if any, and that ATM activity may be altered by court decision or any Network, federal, state or local laws, ordinances or regulations. Any ownership costs presented by Company are estimates and do not represent any guarantee of actual profits or costs.

15. **Cash Inventory.**

a. The Party designated above shall supply the cash inventory for the ATM. Said Party shall contract for transport and placement of the cash inventory for the ATM at its own expense.

b. The Party not supplying the cash inventory hereby acknowledges and attests to the fact that such cash inventory is not provided by them and hereby acknowledges and agrees that they now have no claim, nor shall present a claim in the future, to any ownership of, or interest in, such cash inventory.

c. If the party supplying the cash inventory charges for said service, said party may increase rates if it incurs additional costs for this service.