(insert your company name/logo here)

*(Your Company Name)*

*(Your Complete Business Address)*

*(Your Contact number/s)*

This Automated Teller Machine Placement Agreement ("Agreement") is entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Customer"), and [your company name] (“[your company name] with the following terms and conditions for the placement of an Automated Teller Machine (“ATM”) at Customer’s location.

1. **Placement.**[your company name] shall install an ATM in Customer’s location in an area mutually acceptable to Customer and [your company name].
2. ATM may only be placed in an area that provides safe and reasonable access for Twenty 47’s installation and maintenance.
3. Customer warrants that ATM location will comply with all accessibility requirements of the Americans with Disabilities Act.
4. Customer warrants that the area in front of the ATM, on top of the ATM, and immediately surrounding the ATM will be kept free and clear of merchandise, advertisements, and other obstructions so ATM users may safely and reasonably access the ATM.
5. Customer warrants that no security cameras or other recording devices will point at the pin pad of the ATM such that the codes entered ATM users will not be viewed on any camera or recording.
6. **Ownership.**  Title and all rights of possession and ownership of the ATM and all contents of the ATM shall remain exclusively and at all times with [your company name].  [your company name] reserves the right to remove and/or replace the ATM at any time in its exclusive discretion.
7. **Access.** Customer agrees to provide [your company name] or any of its representatives with full and reasonable access to the ATM for purposes of installation, maintenance, service, removal, replacement, operation, or any other necessary or incidental purpose of this Agreement.
8. **Removal and Damage.**  Customer will not permit any person to remove the ATM from the premises except [your company name]’s representative.  Customer will not permit any person to damage the ATM.  Customer will compensate [your company name] for all loss and damage to ATM during the term of this Agreement.
9. **Maintenance.**  [your company name] shall maintain, service, and operate ATM as necessary.  Customer agrees that no one other than [your company name]’s representative shall be permitted to perform any maintenance or service on the ATM.
10. **Electrical and Data Connections.**  Customer will provide and maintain one (1) operating electrical power outlet (110v) with isolated ground in reasonable proximity to the ATM.  Customer will provide and maintain a dedicated telephone or other suitable data connection in reasonable proximity to the ATM.  Customer shall bear all costs and expenses necessary to provide electrical, telephone, and data connections necessary for operation of the ATM.
11. **Signs.**  [your company name] may install directional and informational signs for the ATM in areas within Customer’s location mutually agreeable by Customer and Twenty 47.  [your company name] will remove all signs at the expiration or termination of the Agreement.
12. **Exclusive Provider.** Customer agrees that during the term of this Agreement, Customer will not permit any other person or entity to place an ATM in the same location.
13. **Term.**  This Agreement shall be effective for a period of sixty (60) months from the date this Agreement is executed unless terminated before the end of the term as provided in this Agreement. This Agreement may be terminated before the end of the term by giving at least thirty (30) days written notice to the other party.
14. **Renewal.**If this Agreement is not terminated before the end of the term, then this Agreement shall automatically renew for an additional sixty (60) month term.
15. **Payment.**  For each ATM transaction where [your company name] assesses a surcharge to the ATM user, [your company name] will pay Customer the amount of One Dollar ($1.00) per transaction for each transaction over and in excess of fifty (50) transactions per month.  Payment shall be made no more than twenty (20) days following the last day of the month.  If there are less than fifty (50) transactions with a surcharge in any month, there will be no payment to Customer ATM.

If Customer would like [your company name] to deliver payments electronically, then the following information must be completed:

Customer’s bank account number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account holder’s name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If this information is left blank, statements will be delivered via U.S. Mail.

1. **Statements.**Each month [your company name] will deliver a transaction statement to Customer.  If Customer would like to receive the transaction statement via email, please provide the email address:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_@\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .  If this information is left blank, the statements will be delivered via U.S. Mail.
2. **Indemnity.**Customer will indemnify and hold [your company name] harmless from and against all damages, claims, cases, debts, demands, and other obligations, including but not limited to attorneys’ fees and costs to enforce this Agreement.
3. **Disputes.**Jurisdiction and venue for all disputes concerning the interpretation or enforcement of this Agreement shall be in the Las Vegas, Nevada.  Nevada law shall govern any dispute concerning the Agreement.
4. **Injunctive Relief.**  [your company name] shall be entitled to injunctive relief to enforce any provision of this Agreement.
5. **Notices.**Any notice required or permitted under this Agreement to be sent to Customer shall be sent via U.S. Post or delivered in person to the Mailing Addresses listed below.
6. **Copy or facsimile.**  A copy or facsimile of this Agreement shall have the same effect as the original.

By their signatures below, each of the parties represents and warrants their understanding, acceptance, and agreement with the terms and conditions of this Agreement.

|  |  |
| --- | --- |
| CUSTOMER  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature                                          Date  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Company (if applicable)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name                     Title  Telephone No. \_(\_\_\_\_)\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_\_  **ATM Placement Address**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  City    State    Zip  **Customer Mailing Address**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address or P.O. Box  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  City    State    Zip | [your company name in PRINT]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Owner’s Name), Owner                        Date  [your company name] **Telephone Contact**  [Contact #1]  [Contact #2]  [your company name] **Mailing Address**  [Address line #1: Street location]  [Address line #2: City, State, Zipcode] |