

ATM FREE PLACEMENT AGREEMENT

Merchant Name: **Jefferson County**
 ATM Supplied by: **Citywide ATM**
 Cash Supplied by: **Citywide ATM**
 Telephone Line supplied by: **Merchant**
 Transaction Surcharge: **\$2.00**
 Merchant Commission: **\$1.00**
 Transaction/Statement Fees Per Month: **\$3.00**
 Terms of this contract: **12 months**

- 1 The contract will renew annually over the next four (4) years from the date the contract is executed.
- 2 Merchant acknowledges and certifies that any early termination of this contract will result in liquidated damages against the Merchant for losses suffered by Citywide ATM. Not to exceed \$1,000.
- 3 In the event the Business is sold (change of ownership), the new owner will assume the contract "as is" for the remaining terms. Merchant will disclose terms of agreement to new ownership and personally guarantees full obligation under this contract. This agreement shall be in effect until above mentioned time period Irrespective of the ownership or management change.
- 4 In the event the Merchant transfers or moves its business to a new location, the Merchant must notify Citywide 10 days prior to any such event, in writing (via fax, email or mail) and this contract shall be automatically appended to apply at the Merchants new location. Citywide ATM cannot prevent assumption of the contract under this paragraph.
- 5 Merchant will allow Citywide to be the exclusive ATM service provider for this location and Merchant will not allow any other cash back device in the location. Merchant will not permit any other company to install ATM, whether inside or outside, during the term of this contract. Merchant may not disconnect the ATM and keep it out of service for any reason.
- 6 In the event if any credit card networks change their processing fees or interchange fees or The US government imposes any new fees or cost to citywide ATM or if the location is underperforming, Citywide shall be permitted to increase or decrease surcharge amount at its sole discretion.
- 7 Merchant will allow Citywide and all customers access to ATM machine during Merchants normal business hours.
- 8 Merchant acknowledges and certifies, or otherwise represents to Citywide ATM that the merchant is entitled to lawfully enter into this contract, that there are no pre existing agreements or limitations prohibiting the company's processing services or placements of an ATM at the location.
- 9 In the event the ATM machine is down, damaged, or needs repair, Merchant is to notify Citywide @ 800-368-9316 within 24 hours and Citywide will make their best effort to conduct repairs within reasonable time at Citywide's expense unless the damages or repairs were caused by merchant's negligence. If Citywide is unable to repair, maintain, or replace the equipment if in disrepair or empty, this contract will be terminated within 30 days of repair notification. Merchant shall not be assessed any fees for ATM, machine minor maintenance or supplies.
- 10 Terms and conditions of this agreement will not be re-negotiated until the end of this contract. Citywide may assign this contract to its affiliate or a third party without the consent on the merchant.
- 11 Citywide is installing (1) NH2700 Machine at its own cost valued at \$3,000. SN# YA64001779. This machine and all monies contained in the machine shall remain the property of Citywide ATM.
- 12 In the event of a dispute between Merchant and Citywide ATM, Merchant must notify Citywide in writing by certified mail and allow 30 days from receipt of the letter to come and resolve the dispute.
- 13 The parties hereto stipulate that the venue for any dispute arising out of this contract will be a court of competent jurisdiction in Jefferson County, Texas.
- 14 Citywide will process merchant ATM commission on 15th of the following completed month.

Signature below by you or any party representing merchant indicates understanding and acceptance of the terms of this contract.

Merchant Name: **Jefferson County**

Company: **Citywide ATM**

Address:

10661 Rockley Rd

City, State:

Houston, TX 77099

Phone:

281-530-5900 F: 281-530-5901

Signature/Title:

Print Name:

County Judge

Rick All
 Rick All Chief Operations Officer
 2/19/2018

Terminal: **LK**

ATTEST:

Carolyn L. Guidry, County Clerk