

ATM SPACE LEASE AGREEMENT

This ATM Space Lease Agreement is entered into on this _____ day of _____, 20_____, by and between _____ (Lessee), and _____ (Lessor), at the site known as _____, at the address _____ (Site). Lessee and Lessor agree as follows:

1. Basic Agreement/Exclusivity

- a. Lessor grants Lessee the exclusive right to install, vault, maintain, service, and remove the ATM located at the Site.
- b. Lessee shall install the ATM in a mutually agreed upon area at the Site, which is in plain view, unobstructed, and readily accessible to the general public.
- c. During the term of this agreement or any renewal, Lessor shall not permit any individuals or entities to operate the same or competing service at the Site or anywhere else on the property.

2. Duration of Agreement/Renewal/Commencement Date

- a. This agreement shall be in effect for a term of sixty (60) months and shall renew automatically, at Lessee's option, for an equal term of sixty (60) months unless Lessor provides thirty (30) days written notice of its intent to cancel prior to termination of the initial term.
- b. The commencement date of this Agreement shall be the latter of:
 - i. the date the ATM conducts its first surcharge transaction, or
 - ii. the date this agreement is executed by the final party to execute it.

3. Merchant Commission/Payment/Reports

- a. Lessee will compensate Lessor \$_____ per completed surcharge transaction as rental payment for leased space at the Site.
- b. Commission checks or ACH payments will be paid monthly by the fifteenth (15th) of the following month.
- c. Lessee will provide Lessor with monthly reports showing the transactions and surcharges collected at the ATM.

4. Surcharge

- a. Charge per surcharge transaction will be \$_____.
- b. Lessee may increase or decrease the amount of the surcharge transaction fee in its sole discretion.

5. Phone, Internet, Electrical Requirements/Paperwork Completion

- a. Lessor agrees to provide a dedicated dial-up telephone line or internet connection and 110 volt power, both within 2 feet of the agreed upon machine location, twenty-four (24) hours a day.
- b. Lessor agrees to complete all required ATM setup and processing paperwork in a timely manner.

6. Installation/Bolting

- a. Lessee shall install or contract installation of the ATM.
- b. For security purposes and insurance requirements the ATM must be bolted to the floor.

7. Filling the Machine with Cash

- a. Lessee will provide all cash for the operation of the ATM ("Vault Cash"), unless otherwise agreed in writing, and reasonably maintain cash inventory at all times.

8. Maintenance & Repairs/Service Calls

- a. Lessee shall have the sole responsibility to maintain and repair the ATM and agrees to use good faith efforts to respond as soon as practicable to service calls. Lessee is solely responsible for supplying all paper and ribbons.
- b. Lessor will notify Lessee immediately if the ATM is malfunctioning so that Lessee can address any malfunction in a timely manner.
- c. Lessee reserves the right to schedule reasonable downtime to accomplish necessary maintenance or system improvements, not to exceed (5%) of available time, per calendar month.

9. ATM/Cash Ownership

- a. Lessee maintains full title to and ownership of all ATMs installed at the Site, related equipment, and vault cash housed in the ATMs.
- b. Lessor shall not under any circumstances sell, encumber, pledge, mortgage, or perfect a lien against the ATM equipment.

10. Security/Relocation

- a. Lessor agrees to take all reasonable steps to protect the ATM from damage, theft, loss or destruction.
- b. Lessor agrees that once the ATM is originally installed, any subsequent, temporary, or permanent relocations come at the expense of Lessor.

11. Early Cancellation

- a. Lessor Cancellation
 - i. Lessor shall have the right to terminate this Agreement in the event Lessee fails to maintain the ATM in a manner meeting the minimum industry standard.
 - ii. Prior to termination, Lessor shall notify Lessee of any deficiency. Lessee shall have thirty (30) days to cure said deficiency to Lessor's reasonable satisfaction. If Lessee fails to cure said deficiency, Lessor may terminate this agreement within ten (10) days written notice.

- b. Lessee Cancellation
 - i. Lessee and ATM Provider retain the right to unilaterally void this Agreement and immediately remove its ATM if under any circumstance resulting in financial loss to Lessee or ATM Provider.
 - ii. In the event Lessor shall disconnect the ATM, cause its removal, remove the vault cash, or permit the installation of another ATM not owned by Lessee, or otherwise fail to promptly perform any of the terms, covenants and conditions of this Agreement, then and in such event (hereinafter referred to as "Default") the parties agree that Lessee shall be entitled to recover from Lessor as liquidated damages a sum of money equivalent to the higher of the twelve (12) previous months total revenues to Lessee multiplied by the number of months remaining on the Agreement including renewal periods.

12. Sale of the Site/Assignment

- a. Lessor will use its best reasonable efforts to cause any new purchaser or assignee of the Site, whether through purchase of assets, stock or otherwise to assume all obligations of this agreement or negotiate a new agreement with Lessee.
- b. In the event Lessor intends to transfer ownership or title of the Site to another party, Lessor agrees to notify Lessee immediately, at least thirty (30) days prior to said transfer.
- c. Lessee may without restriction assign this agreement to any person or entity.

13. Right to Match Better Offer

- a. Should Lessor, upon expiration of the Agreement, elect to enter into an ATM Space Lease Agreement with any other person or entity similarly engaged in the business of operating ATM machines, Lessee shall have the right of first refusal to meet any bonafide offer on the identical terms and conditions of such offer.
- b. In such an event, Lessor must notify Lessee within five (5) business days of Lessor's receipt of said offer, which must be in writing and executed by the offering party.

14. Governing Law/Venue/Prevailing Party

- a. This agreement shall be construed, interpreted and enforced in accordance with the Laws of Florida.
- b. The parties agree that jurisdiction over any action involving the interpretation and performance of any rights or obligations set forth in this Agreement shall exclusively lie in _____ County, _____.
- c. The prevailing party in any dispute arising under this Agreement shall be entitled to recover all reasonable attorney's fees, costs, and expenses incurred as a result thereof, from the non-prevailing party.

15. Entire Agreement/Waiver/Severability

- a. This agreement represents the entire understanding between the parties with respect to the matters contained herein superseding all previous agreements, representations, and promises.
- b. The failure of either party to enforce at any time any provision of this Agreement or exercise any right herein provided shall not in any way constitute a waiver of that party's right to demand strict compliance with any or all provisions contained herein.
- c. If a Court of competent jurisdiction holds any provision herein invalid it shall be automatically deleted and all remaining provisions shall remain in full force and effect.

16. Notices

- a. All notices provided for in this agreement shall be in writing and sent by Certified Mail, return receipt requested, to the address of Lessor and Lessee described herein unless written notice of a new address is provided.

17. Binding Effect On Successors

- a. This Agreement is binding on the parties and its respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement, acknowledging that they have read and understood the terms and conditions set forth herein, and agree to be bound by them.

LESSEE:

LESSOR:

Legal Name

Legal Name

BY: _____ Date: _____

BY: _____ Date: _____

Name/Title _____

Name/Title _____