

ATM EVENT AGREEMENT

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

1. BASIC AGREEMENT

- a. Lessee will furnish and operate ATMs at _____, on _____, 20_____.

2. TERM

- a. This agreement shall be in effect from _____, 20_____ through _____, 20_____.

3. RESPONSIBILITIES

- a. Lessee is responsible for providing _____ ATMs, the required vault cash, and wireless connectivity.
- b. A representative from Lessee will be onsite to monitor and manage ATMs throughout the event to ensure ATMs are working and filled with cash at all times.
- c. Lessor shall provide onsite power, security, and coverage/shelter from the rain for the ATMs.
- d. Lessor shall take all reasonable steps to protect ATMs from damage, theft, loss or destruction.
- e. Lessor shall permit Lessee sufficient time and access to the Site to install the ATMs prior to the event and to remove the ATMs subsequent to the event.

4. ECONOMICS

- a. The ATMs will charge \$_____ or _____%, whichever is greater, to withdraw cash and the withdrawal limit will be \$_____.
- b. Lessee will earn a floor of revenue of \$_____ and any profit above the floor will be split _____% to each party.
- c. If the event does not earn enough revenue to satisfy the floor amount required by Lessee, Lessor agrees to compensate Lessee by mailing a check for the difference _____ within three (3) business days.

5. EQUIPMENT

- a. Lessee maintains full title to and ownership of all ATMs installed at the Site, related equipment, and vault cash housed in the ATMs.

6. NOTICE

- a. All notices related to this agreement can be made by mail or electronic mail.

7. VENUE

- a. This agreement shall be interpreted under, and governed by, the Laws of the State of _____. The parties hereto agree that any action relating to this contract shall be instituted and prosecuted in the Courts of the County of _____, _____ (state), and each party hereto waives the right to change of venue or trial by jury.

8. ENTIRE AGREEMENT

- a. This Agreement constitutes the entire Agreement of the parties hereto. There are no other promises, representation, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all prior communications, representations or agreements, oral or written between the parties and shall not be modified except in writing signed by both parties.

9. WAIVER

- a. A waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of that party's right to demand strict compliance with this Agreement.

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.

-Signature page follows-

LESSEE:

Legal Name

BY: _____ Date: _____

Name/Title _____

LESSOR:

Legal Name

BY: _____ Date: _____

Name/Title _____

ATM EVENT AGREEMENT SIGNATURE PAGE