

# CONTRACT FOR ATM PROCESSING SERVICES

This agreement is entered into by and between ELITE BANK CARD LLC of 3231 Orchard Lake Rd. Keego Harbor, Michigan 48320 (hereinafter "Elite Bank Card") and:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
(hereinafter referred to as "Customer")

## 1. ATM Services

Elite Bank Card shall provide to Customer monthly ATM services for the Customer's ATM machine which is currently owned by Customer and/or which is located at the Customer's business premises. The ATM services include, but are not limited to:

EXTENDED WARRANTIES ON ATM COVERS PARTS AND LABOR-COST IS \$0.15 CENTS PER SURCHARGE TRANSACTION. (Check One) YES \_\_\_\_\_ (OR) NO \_\_\_\_\_

## 2. Exclusivity and Fees

Elite Bank Card has the exclusive right to provide the ATM services to Customer for the term of this Agreement. In exchange for the exclusivity, Elite Bank Card shall pay Customer \$ \_\_\_\_\_ per transaction. Elite Bank Card shall pay Customer on or before the 10<sup>th</sup> day of the following month. Payment shall be automatically deposited into Customer's account via wire transfer or it may be paid by check. Customer hereby agrees that Elite Bank Card shall be entitled to any and all other fees generated by the ATM use by the Customer's customers and clientele and the Customer waives its right to any and all fee paid by any bank for the ATM use.

Customer shall not contract with any other party during the term of this Agreement for ATM services. If Customer retains a third party to provide its ATM services, then Customer shall be in default of this Agreement. This Agreement covers any and all ATM machines that the Customer may install at the business premises. In the event that the Customer adds additional ATM machines, then Elite Bank Card has the exclusive right to provide ATM processing services to Customers for the additional machine(s) under the same terms as set forth in this Agreement. Customer warrants and certifies to Elite Bank Card that the Customer is in no way infringing upon any existing contract between Customer and any other ATM service provider by entering into this Agreement.

## 3. Access

Customer shall grant Elite Bank Card reasonable access to its business premises to access the ATM machine so that Elite Bank Card may perform its contractual obligations and to provide the ATM services to Customer.

## 4. Term

The term of this contract shall commence on \_\_\_\_\_, 200\_\_\_\_ and end on \_\_\_\_\_, 200\_\_\_\_. This Agreement shall be automatically renewed for 60 months unless Elite Bank CARD LLC. is notified to the contrary, in writing, ninety (90) days in advance of the expiration of the then-current term.

## 5. Expenses

Customer shall pay any and all expenses relating to the operation of the ATM machine owned by Customer including the electricity bill related to the operation of the ATM. The Customer is responsible for insurance on its ATM machine and Elite Bank Card is not obligated to insure same. The Customer is responsible to maintain the ATM machine and to ensure it is functional. If the Customer allows the ATM machine to remain out of order for a period of thirty (30) days or more, then the Customer shall be in default of this Agreement. Customer shall pay a \$10.00 statement fee per month.

## 6. Disclaimer of Warranties

Elite Bank Card disclaims any and all warranties as to the ATM machine since it is the property of the Customer. Elite Bank Card will not be deemed to be in default of its contractual obligations or otherwise responsible for delays or failures in performance resulting from Acts of God, acts of war or civil disturbance, epidemics, governmental action or inaction, fires, unavailability of labor, materials, power or communication, or other causes beyond Elite Bank Card's reasonable control. Elite Bank Card disclaims any and all liability and assumes no liability for the accuracy of processed data, except that Elite Bank Card agrees to correct any of its errors. Elite Bank Card will not be liable to Customer for any incidental, consequential or special damages, including, without limitation, lost revenues and profits.

## 7. Liquidated Damages

In the event of a default by Customer or in the event of an early cancellation of this Agreement, the parties agree that the damages to be sustained by Elite Bank Card will be substantial and difficult to ascertain as Elite Bank Card will lose its rights to exclusivity at Customer's locale. Therefore, if this Agreement is terminated by Customer prior to the termination date for any reason other than for failure of Elite Bank Card to perform under this Agreement, or terminated by Elite Bank Card for cause due to Customer's default at any time, the Customer agrees to pay and shall pay to Elite Bank Card, as a liquidated damage and not as penalty, \$ \_\_\_\_\_. The parties agree that this sum represents a reasonable estimate or forecast of what the damages will be in the event of a breach by Customer and is not intended as a penalty.

**8. Choice of Law**

This Agreement shall be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction.

**9. Forum**

The parties submit to the jurisdiction of the State of Michigan with respect to any action arising, directly or indirectly, out of this Agreement of the performance or breach of this Agreement.

**10. Waiver**

Elite Bank Card's failure to exercise the right of remedy or Elite Bank Card's acceptance of a partial performance by Customer will not operate as a waiver of any of Elite Bank Card's rights or Customer's obligations under this Agreement and will not constitute a waiver of Elite Bank Card's right to declare an immediate or a subsequent default.

**11. Severability**

Each provision of this Agreement will be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

**12. Amendments**

Terms of this Agreement may not be varied or modified in any manner, except in a subsequent writing executed by an authorized representative of both parties.

**13. Assignments**

No assignment of this Agreement or of any right or obligation under this Agreement will be made by either party without the prior consent of the non-assigning party. Notwithstanding the foregoing, either party may assign this Agreement as part of a merger, acquisition or other reorganization. In the event of a proper assignment, this Agreement will be binding upon and inure to the benefit of the parties' successors and assigns.

**14. Notices**

All notices and other communications required or permitted under this Agreement shall be in writing and will be deemed given when delivered personally or by certified mail addressed as follows: if to Elite Bank Card Solutions, Attention Norman, Elite Bank Card Solutions, 3231 Orchard Lake Rd. Keego Harbor, MI 48320; and if to Customer,

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**15. Remedies Cumulative**

The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

**16. Counterparts**

This Agreement may be executed in one of more counterparts, each of which will be deemed as original Agreement, but all or which will be considered one instrument and will become a binding Agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

**17. Titles and Headings**

Titles and headings to the articles, sections, or paragraphs in this Agreement are inserted for convenience or reference only and are not intended to effect the interpretation of construction of the Agreement.

**18. Attorney Fees**

In the event of a dispute arising out of the Agreement, the prevailing party will be entitled to actual attorney fees and costs.

**19. Integration**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, Agreements and understandings.

**20. Are you a United States Citizen? YES NO (please circle one)**

ELITE BANK CARD SOLUTIONS, LLC.

CUSTOMER:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_





ATM LOCATION NAME: \_\_\_\_\_

FIRST NAME: \_\_\_\_\_

LAST NAME: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

BIRTHDAY: \_\_\_\_\_

S.S# \_\_\_\_\_

TAX ID: \_\_\_\_\_

PHONE#: \_\_\_\_\_

**PLEASE INCLUDE A VOIDED CHECK!**

**CALL ATMWHOLESALER:**

**Office # 248-681-3300**

**Fax #248-681-4400**