



P.O. BOX 237  
BLAND, VA 24315  
800-762-9962 Fax 276-688-4780  
DCJS 11-2915

This ATM agreement made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **VENCO BUSINESS SOLUTIONS, INC.**, a Virginia corporation (hereafter referred to as "**COMPANY**") and \_\_\_\_\_ hereinafter referred to as "**PROPRIETOR**" located at \_\_\_\_\_ Phone # \_\_\_\_\_.

**WITNESSETH:**

In consideration of the mutual promises and provisions hereinafter set forth, and One Dollar (\$1.00) cash in hand paid to **PROPRIETOR**, receipt of which is hereby acknowledged, the parties agree as follows:

**I.**

- A.** All ATM machines (equipment) installed by **COMPANY** and all contents of each therein shall remain the property of **COMPANY**, and neither **PROPRIETOR** nor any third party shall have any right or claim thereto. All said equipment so placed with **PROPRIETOR** shall bear the name or identification marks of **COMPANY** and shall state thereon that said equipment is the sole property of **COMPANY**.
- B.** This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, for the term hereinafter agreed to, and in the event **PROPRIETOR** sells or assigns his interest in the said premises, his successor shall be fully bound by the terms of this Agreement. This Agreement shall not be construed to create a joint venture between the parties.
- C.** **COMPANY** shall have the right to cancel this agreement at any time within the term hereinafter agreed to, without, any written notice to **PROPRIETOR**, if, in the opinion of the **COMPANY**, the gross collection from the use and operations of said machines and devices have proven unprofitable and or that the machines have been, in the opinion of **COMPANY** abused.
- D.** This agreement shall be for a term of five years. Further, this agreement shall automatically continue for like periods thereafter, unless **PROPRIETOR** shall furnish written notice of termination to **COMPANY** no less than sixty days prior to the end of any term.
- E.** In the event this Agreement is breached by **PROPRIETOR** for any reason whatsoever, all sums which **COMPANY** could have reasonably expected to collect in the remainder of the then current term of this agreement shall immediately become owed and payable by **PROPRIETOR** to **COMPANY** without offset, plus 20% of said sum, which is hereby agreed to be reasonable liquidated damages for early termination. In such event, it is further agreed that **COMPANY** shall have no duty to mitigate damages.
- F.** If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

**II.**

**PROPRIETOR PROMISES AND AGREES:**

- A.** To provide exclusive rights with sufficient floor space and all necessary electrical outlets for the placement of the equipment to be provided by **COMPANY**.
- B.** To return all said equipment to **COMPANY** in the same condition as received, fair wear and tear accepted. **PROPRIETOR** further agrees to be responsible for any and all damages to said equipment including those from, but not limited to fire, robbery, assault, flood, theft or confiscation thereof for any reason.
- C.** To allow no other person or business to place like competitive equipment on **PROPRIETOR'S** said premises during the term of this agreement.
- D.** Not to violate any law that appertains to the usage of such machine(s) whether it be Federal, State, Local, or Municipal.

- E. Not to use the equipment, the subject matter of this Equipment Lease Agreement for any unlawful purpose.

**COMPANY PROMISES AND AGREES:**

- A. To install, service, and maintain such number of models of equipment as **COMPANY determines** would be profitable to place in **PROPRIETOR'S** premises, and **COMPANY** is sole judge as to the number and models of same.

To pay to the **PROPRIETOR** \$ \_\_\_\_\_ PER SURCHARGABLE TRANSACTION

The parties agree that this Equipment Lease is the sole agreement between the parties and there are no other written or verbal agreements concerning the lease between the parties hereto. That the content of this agreement shall not be construed against either party regardless of which party was responsible for the agreements prepared and its content.

The parties further agree that in the event that one or more paragraphs in this document should be declared to be null and void by a court of competent jurisdiction, the remaining paragraphs shall remain in full force and effect, exclusive of the commission of such paragraph(s).

**WITNESS the following signatures this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.**  
**VENCO BUSINESS SOLUTIONS, INC.**

**BY:** \_\_\_\_\_  
**ITS** \_\_\_\_\_

**PROPRIETOR**

\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**ITS:** \_\_\_\_\_