

ATM PLACEMENT AGREEMENT

Alpha 6, Inc.
11960 Aspen Trail
Nemo, SD 57759

Name of Business for Placement: City of Deadwood

Location Address of Proposed ATM Placement:

Deadwood Event Center - 18 Seventy-Six Drive
Welcome Center / Chamber of Commerce – 501 Main Street
History and Information Center – 3 Siever St.
76 Museum – 18 Seventy- Six Drive
Adams Museum – 54 Sherman St.
Outlaw Square -703 Main Street
Seasonal: (May – October)
 Mt. Moriah Cemetery – 1 Mount Dr.
 Adams House Gift Shop – 22 Van Buren Dr.

Name of Contact Person at Location: Lornie D. Stalder Public Works Director.

Telephone Number for contact: 605-578-2082

For the purpose of the contract, Alpha 6, Inc. shall be referred to as the Company and City Of Deadwood Shall be referred to as the Contracting Party.

TERMS & CONDITIONS

1) Company will supply (8) ATM(S) cash dispensing machine to the location specified in this contract. This contract is subject to the discretion of The City of Deadwood and Alpha 6, Inc., and shall last for a period of (3) three years with optional 1-year renewals for years 4 and 5, unless the contracting party notifies Company with a 30-day written notice. Company and/or Contracting Company may cancel this agreement without recourse or obligation during this contracting period, due to vandalism, lack of ATM transactions, etc., upon 30 days' written notice.

2) Company agrees to pay Contracting Party the following payment for providing the cash replenishment for the ATM transactions, based upon a surcharge transaction to the ATM customer. The Contracting Party shall receive \$1.00 on each surcharge transaction. All

payments to the Contracting Party shall be made via ACH to be determined by Contracting Party account monthly no later than the 10th of each month.

Fee to customers will be \$3.50 per transaction. If this rate changes, it must be preapproved by City Commission and deemed reasonable.

3) Company will pay for delivery, installation and all maintenance. The Company agrees to provide the necessary funds to ensure the ATM does not run out of cash.

4) Contracting Party agrees to provide a 110-volt outlet within two (2) feet of the proposed ATM location. Space for ATM's is 5' tall, 11 ½" wide and 19" deep.

5) If any ATM's are located outside, Company will supply protective Kiosk, which will be color coordinated or wrapped with City approved artwork.

6) Communication for ATM will either be by CAT-5 line or Wireless WTI box determined by site and/or agreement between Company and Contracting Party

7) Contracting party agrees that Company has complete exclusivity for all ATM placements on these properties during this contacting period. No other forms of cash dispersal shall be allowed to compete with this ATM placement during this contracting period.

8) The Contracting Party agrees to provide reasonable security for the ATM's provided by the Company at the location listed above. ATM 's provided by the Company shall remain at the location listed in this contract during the contracting period.

9) The Contracting Party shall provide Company and its representatives with access to the ATM's during normal business hours for normal maintenance and inspection and after hours by agreed on appointment by both parties.

10) Company shall be held harmless from any potential legal disputes from this placement.

11) Contracting Party assumes no liability for damages caused by ATM, damage to ATM, loss or theft of ATM's while on city property.

12) Contracting Party agrees to provide Company adequate locations for placement of outside banners and signage approved by the Contracting Party, the placement of banners and signage shall be in accordance with any local ordinances and approval of Contracting Party. Company and Contracting Party shall approve the proposed ATM location prior to delivery. The Contracting Party agrees to provide adequate locations for inside ATM signs.

13) Company also has a portable ATM that can be used for special events at same payment as listed above, only need 110v power available, and paid by check to Contracting Party.

Agreed to by Agent for Contracting Party:

Print Name: _____

Signature: _____ Date: _____

Agreed to by Agent for Company:

Print Name: _____

Signature: _____ Date: _____