



ATM AGREEMENT

BEFORE THE UNDERSIGNED Notaries Public, each duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

CITY OF WEST MONROE, LOUISIANA d/b/a IKE HAMILTON EXPO CENTER, a Louisiana municipality located in Ouachita Parish, Louisiana, herein represented by its duly authorized Mayor ("IKE"),

AND

BEN ENTERPRISES, L.L.C., a Louisiana limited liability company domiciled in Ouachita Parish, Louisiana, whose mailing address is 3107 DeSoto Street, Monroe, LA 71201, herein represented by its duly authorized officer, Lonnie C. Scarborough ("CONTRACTOR")

which, intending to and hereby binding themselves, their successors and assigns, do enter into this ATM Agreement (hereinafter sometimes "contract" or "agreement") for the installation, operation and service of one (1) automatic teller machine (ATM) to be located at the Ike Hamilton Expo Center.

TERM OF CONTRACT: The term of this contract is for the period beginning on the 15th day of June, 2023, and expiring on the 14th day of June, 2024. This contract will be automatically renewed for successive terms of twelve (12) months each, with each renewal to be on the same terms, conditions, and provisions as the original unless either IKE or CONTRACTOR notifies the other in writing of the intent not to so renew, with that written notice being hand delivered to the business office or regular mailing address of the other, or sent by US Mail (return receipt requested) or by nationwide commercial delivery service (e.g., Fed Ex, UPS), more than one month prior to the expiration date of the current contract.

LOCATION: The ATM will be installed in the lobby of the Ike Hamilton Expo Center, and will be bolted to the floor at the same location currently utilized by the previously existing ATM. CONTRACTOR shall use the ATM exterior for ATM instructions/operations only, and the exterior of the ATM shall be used or serve any purpose as an advertising structure for CONTRACTOR or any other person (other than manufacturer branding that is in place at the time of purchase of the ATM); further the type and extent of all instructions, information and design on the exterior of the ATM shall be subject to the approval of the IKE, and in its sole discretion.

EQUIPMENT: CONTRACTOR will pay for delivery, installation, processing fees, printer receipt paper, maintenance, and upgrades required to meet ATM network regulation compliance standards. CONTRACTOR shall provide and maintain the vault cash, and visit IKE promptly as needed to refill the necessary vault cash funds for the ATM to facilitate the card holder transactions. The ATM and its vault cash is and shall remain the property of CONTRACTOR at all times.

The ATM and any related equipment necessary for stand alone operation, shall be placed, installed, operated, and maintained at the sole expense and risk of CONTRACTOR. All installation and alterations to the ATM location must have prior approval of IKE and shall be at the sole expense of CONTRACTOR. However, IKE will provide needed electrical/utility connections to be made, although at Contractor's cost. CONTRACTOR shall be responsible for any cost of connections from the utility source to ATM equipment. Unless separately metered, the monthly cost of that utility service shall be paid by the IKE.

Ownership of the ATM shall remain with CONTRACTOR. IKE shall not be responsible to CONTRACTOR for any damage to the ATM or related equipment unless caused by IKE or its employees.

CONTRACTOR shall institute a program of preventive maintenance and provide maintenance and repair services so as to minimize any period of time when the ATM is not fully available to customers. Failure to continuously maintain the ATM in good working order (reasonable and customary downtime for maintenance and repair allowed) shall, after written notice and a reasonable opportunity to cure, serve as a basis for the immediate termination of this agreement by IKE.

OPERATION: All operations of the ATM shall be the sole obligation and responsibility of CONTRACTOR.

Operating instructions, phone numbers required for reporting malfunctions, licenses, regulations, and other required information shall be provided on the exterior of the ATM.

RENTAL: IKE acknowledges it receives financial benefit from the presence and use of the ATM machine on its premises. Beyond this consideration, CONTRACTOR shall pay one dollar (\$1) of the surcharge fee per surcharged cash withdrawal to IKE for all such surcharged cash withdrawals per month. For purposes of this Agreement, a surcharged cash withdrawal is defined as any successful cash withdrawal completed at the ATM from a card holders account when a cash withdrawal surcharge fee is collected. IKE and its employees and agents shall have the right to review the operating records of CONTRACTOR regarding the ATM in order to be assured of proper payment.

CONTRACTOR agrees that in exchange for the benefits granted to it under this Agreement, it will pay the amounts described above.

FAILURE TO TIMELY PAY: CONTRACTOR shall pay monthly to the IKE amounts described as rental above, and all amounts shall be due by the 5th day of the second succeeding month (for example, amounts due for June shall be paid by the 5th of August). All rental not received by the City of West Monroe, Louisiana, 2305 North 7th Street, West Monroe, Louisiana, on or before the 7th day of any month shall bear an additional fifteen dollar (\$15.00) late charge, which shall thereafter be considered rental for all purposes. Thereafter, if rental is not paid within five (5) days after receipt of written notice of failure to pay from IKE (via US Mail, or actual delivery to the regular business office or mailing address of any office or mailing address of CONTRACTOR, or to CONTRACTOR, regardless of location), then IKE shall have the right to declare this agreement immediately terminated.

INSURANCE: CONTRACTOR shall procure and maintain during the term of a contract, comprehensive general liability insurance of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. IKE shall be named as an additional insured on that policy. CONTRACTOR shall furnish IKE with a certificate of insurance verifying coverage required by this clause.

TERMINATION: CONTRACTOR may cancel this agreement without recourse or obligation at any time upon 45 days written notice due to inadequate use (120 monthly transactions or less), damage, destruction, vandalism, misuse of the ATM, or other just cause. A decision by CONTRACTOR not to cancel this agreement after a month of less than 120 transactions or other listed causes shall not constitute a waiver of this cancellation provision.

Upon any termination or expiration of the contract, CONTRACTOR shall vacate the premises, promptly leaving the premises in the same condition that they were in at the time CONTRACTOR accepted the premises, reasonable use and wear expected. CONTRACTOR shall have the right, upon termination of this agreement to remove the ATM and any additional equipment placed in or upon or affixed to the premises by CONTRACTOR within ten (10) days of termination. IKE, at its option, shall retain intact any leasehold improvements thereafter remaining with any and all needed repair to restore the premises being at the expense of CONTRACTOR.

MISCELLANEOUS: Custodial service shall be provided by IKE for areas around the ATM. CONTRACTOR shall provide IKE with picture identification of its employees servicing the ATM, but IKE shall not be obligated to verify the identity or authority of any person with regard to their activities concerning the ATM.

IKE shall not be held liable for any type of interruptions of service due to acts of nature or other activities beyond its control. Contractor shall not represent itself as an agent or affiliate of IKE. Contractor shall not subcontract or assign any rights or obligations contained in this agreement without prior written approval of IKE, which approval shall be discretionary.

The ATM to be provided by CONTRACTOR will be the sole ATM which will be installed at EXPO CENTER. IKE makes no promises or representations concerning the financial feasibility of the

installation of an ATM machine at the requested location, and Contractor relies solely upon its own research and expertise in determining whether the offered venture will be a commercial and financial benefit to Contractor.

THUS DONE AND SIGNED BEFORE ME, Notary Public, and in the presence of the undersigned competent witnesses, in duplicate original, in Ouachita Parish, Louisiana, this _____ day of June, 2023.

WITNESSES: CITY OF WEST MONROE, LOUISIANA
d/b/a IKE HAMILTON EXPO CENTER

BY: _____
Staci Albritton Mitchell, Mayor

Printed Name: _____

Printed Name: _____

DOUGLAS C. CALDWELL, NOTARY PUBLIC
LOUISIANA BAR ROLL NO. 03783

THUS DONE AND SIGNED BEFORE ME, Notary Public, and in the presence of the undersigned competent witnesses, in duplicate original, in Ouachita Parish, Louisiana, this _____ day of June, 2023.

WITNESSES: BEN ENTERPRISES, LLC

BY: _____
Lonnie C. Scarborough, Authorized Officer

Printed Name: _____

Printed Name: _____

NOTARY PUBLIC, ID NO. _____
Printed Name _____
My Commission Expires: _____