



# Merchant Receipt Form

AMERICAN PAYMENT SYSTEMS  
2780 S Jones Blvd, Suite 3742, Las Vegas, NV 89146

Corporate Business Name/ D.B.A Name: \_\_\_\_\_ / \_\_\_\_\_  
Location Address: \_\_\_\_\_  
City / State / Zip: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Phone: \_\_\_\_\_

Equipment Term and Monthly Payment: 48 months @ \_\_\_\_\_ Per Month  
NON-CANCELLABLE

- Equipment Placement \_\_\_\_\_ (\$ \_\_\_\_\_) Retail Value
- Received separate check for equipment paid in full \$ \_\_\_\_\_ CHECK # \_\_\_\_\_
- Sending check for buyout of equipment lease or used equipment \$ \_\_\_\_\_ Approval # \_\_\_\_\_ (required)

Equipment to be picked up- Make \_\_\_\_\_ Model \_\_\_\_\_  
 \*American Payment Systems is under no obligation to pay for the buyout until proof is provided from the old lessor.  
 \*American Payment Systems is under no obligation to pay any amount exceeding the buyout amount provided by your old lessor.  
 \*If buyout fees are not provided to APS within 90 days, APS shall have no obligation to pay the stated buyout fee and the customer shall be responsible for the full buyout fee.  
 \*American Payment Systems will not issue buyout check to merchant until agreed equipment has been received by American Payment Systems.

Merchant Credit \$ \_\_\_\_\_ Approval # \_\_\_\_\_ (required)

Model:

### Special Instructions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Credit Card Terminal \_\_\_\_\_  Refurb  Reprogram
- Pin-pad \_\_\_\_\_  Refurb  Reprogram
- PC Software \_\_\_\_\_  Reprogram
- Giftcards \_\_\_\_\_  Reprogram
- Authorize.net \_\_\_\_\_  Reprogram

Non-refundable Setup Fee \$299  
 Monthly Gateway Fee \$25  
 Per Transaction Fee \$0.10

- Wireless Terminal \_\_\_\_\_  Refurb  Reprogram
- Wireless Activation Fee \$35
- Wireless Monthly Fee \$19.99
- Wireless Authorization Fee \$0.10

- Equipment Application Fee \$ 99.99
- File Build fee \$ 99.99
- Programming fee \$495.00
- Installation fee \$199.00

- POS System \_\_\_\_\_  Reprogram
- Make \_\_\_\_\_
- Software \_\_\_\_\_
- POS Provider Tech Support Phone \_\_\_\_\_
- Retail  Restaurant
- Auto-close Time: \_\_\_\_\_
- Tip  Address Verification  CW  IP/Ethernet

By signing below, you represent and agree that: (1) the information in and accompanying this form is complete and correct; (2) you have read and received a copy of the one-page terms and conditions and agree to be bound by that agreement; (3) you are authorized as an officer, partner, manager, or owner to submit this form and to bind the Merchant to the Placement Agreement; and (4) Merchant expressly assents that it has received the equipment listed above before executing this agreement, and that the equipment functions as desired.

Merchant warrants to American Payment Systems, LLC. (APS) that any used equipment transferred to APS is owned by Merchant and is free and clear of all encumbrances. Merchant assumes all responsibility and liability to any third party relating to any lease or rental of the equipment that is considered part of this transaction and will hold APS harmless of any such claims. Merchant understands that the purchase or lease of equipment is a separate and independent transaction from the Merchant's desire for credit and debit card processing services and agrees that due to the customized nature of the equipment there will be no refunds or return of any equipment. All sales are final.

\_\_\_\_\_ Date \_\_\_\_\_ Consultant Approval \_\_\_\_\_ Date \_\_\_\_\_

THANK YOU FOR YOUR BUSINESS!

## PLACEMENT AGREEMENT

### Terms and Conditions

This Placement Agreement ("Agreement") is made effective as of the date set forth on the Merchant Receipt by and between American Payment Systems, LLC. with their principal place of business at 2780 S Jones Blvd., Suite 3742, Las Vegas, NV 89146 ("APS") and the entity and/or individual whose name and address are set forth on the Merchant Receipt Agreement ("Merchant").

- 1. APS ISO/MSP Statement** APS is an Independent Sales Organization/Merchant Service Provider (ISO/MSP) that is party to the Agreements as a third party with a one time or ongoing economic interest in any of the separate agreements that may have been executed concurrently with this Agreement. APS does not claim or represent that it is the manufacturer, service, underwriter, or is affiliated with the other parties to the Agreements notwithstanding the economic interest in the agreements, unless otherwise set forth in writing.
- 2. Privacy Notice.** Merchant herein acknowledges and agrees that telephone calls placed to and/or from APS may be recorded, transcribed, monitored, analyzed and archived by APS during the course of the contractual relationship between the parties. Merchant has the sole responsibility to notify APS before any call that Merchant does not consent to the recording, transcription, monitoring, archiving, and analysis of the call. APS makes no representations or warranties with respect to any use of a recorded call by APS or affiliates. No separate communication shall be deemed to supersede this acknowledgement and agreement.
- 3. Term and Termination.** The initial term of this Agreement that gives rights to APS under the separate and independent Processing Agreement and Equipment Lease shall be for a period of four (4) years, commencing on the date first set forth on page one. This Agreement shall thereafter be automatically renewed for additional terms of one (1) year unless either party notifies the other no later than thirty (30) days before the end of the current term that it does not wish to renew this Agreement. APS may cancel this Agreement for any reason by providing Merchant with seven (7) days notice. Termination by merchant includes, but is not limited to, merchant's failure to process any transactions in a calendar month.
- 4. Separate and Independent Nature of the Agreements.** The Equipment Lease and Processing Agreements are separate and independent of one another. Merchant may use the equipment or processing services without using the other. The agreements are mutually exclusive.
- 5. Effect of Termination.** Upon any termination of this Agreement, Merchant must return any Equipment to APS. In the event Merchant fails to return the Equipment upon request by APS or returns any Equipment that is damaged, defective, malfunctioning, or is not in good working order, Merchant shall purchase the equipment for the full retail price of the Equipment that in no case shall be less than \$500 per piece of equipment. Merchant hereby authorizes APS to debit any charges due, and the accelerated monthly equipment lease premium under the equipment lease, and the accelerated monthly minimum processing fee under the processing agreement by Merchant under this Agreement or any other agreement between merchant and APS or its affiliates from any checking, savings, credit card or any other type of account identified as that of the Merchant. Upon any termination APS shall also have the right to collect from Merchant any fees that were waived including, but not limited to, the Application Fee, File Build Fee, Programming Fee and Installation Fee. Merchant also agrees to pay all collection costs and attorney's fees associated with any amount due to APS or its assigns.
- 6. Indemnification.** Merchant agrees to indemnify, defend, and hold harmless APS, its employees, referral partners and agents from and against any loss, liability, damage, penalty or expense (including attorneys' fees, expert witness fees and cost of defense) they may suffer or incur as a result of (i) any failure by Merchant or any employee, agent or affiliate of Merchant to comply with the terms of this Agreement; (ii) any warranty or representation made by Merchant being false or misleading; (iii) any representation or warranty made by Merchant or any employee or agent of Merchant to any third person other than as specifically authorized by this Agreement, (iv) any claims related to the Services, (v) negligence of Merchant or its subcontractors, agents or employees, any claims by Merchant against its credit card, ACH or debit card processor or (vii) any alleged or actual violations by Merchant or its subcontractors, employees or agents of any governmental laws, regulations or rules.
- 7. Disclaimer of All Warranties.** THE SERVICES AND EQUIPMENT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. APS DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, TO MERCHANT AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APS OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF SERVICE PROVIDER'S OBLIGATIONS.
- 8. Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES OR THE EQUIPMENT, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL APS'S TOTAL LIABILITY TO MERCHANT OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED ONE THOUSAND DOLLARS (\$1,000.00) REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE.
- 9.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Merchant may not assign this Agreement without the written consent of APS. APS may assign this Agreement in its sole discretion without the consent of Merchant. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, shall be effective unless assented to in writing by both parties.
- 10.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada (irrespective of its choice of law principles). The equipment lease is a finance lease governed by UCC § 2A. Thus, the equipment lease is non-cancellable for the full term. The parties hereby agree that all suits to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in the Las Vegas Municipal Court, in Las Vegas, Nevada. Each party hereby agrees that such courts shall have exclusive and mandatory personal jurisdiction and venue with respect to such party and each party hereby submits to the exclusive personal jurisdiction and venue of such courts. In all actions arising from the alleged breach of this Agreement, or to enforce this Agreement, the final prevailing party will recover its reasonable attorneys' fees, costs and expenses. Further, Merchant agrees that any dispute must be brought within one (1) year of discovering any potential claim. Further, Merchant Waives any right to bring a class-action and must litigate its dispute separately.
- 11.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement, shall not be construed as a waiver of that conduct or any future breach or subsequent wrongful conduct. If any part, term or provision of this Agreement is declared and determined by any court or arbitrator to be illegal or invalid, such declaration and determination shall not affect the validity of the remaining parts, terms or provisions. The various headings in this Agreement are inserted for convenience only and shall not affect this Agreement or any portion thereof. This Agreement may be executed in two or more counter-parts or by fax, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. All representations, covenants and warranties shall survive the execution of this Agreement, and sections 2, 3, 5, 7, 9, and 10 shall survive termination of this Agreement.

Initials \_\_\_\_\_