




Terminal Rental Program

PACKAGE 1

\$15/month

Multi-App, Dual-Comm, IP-Enabled Terminal



**Omni
3740**



Vx 570



**Hypercom
T4100**




**Hypercom
T4220**

PACKAGE 2

\$30/month

Terminal *plus* Check Imager



Telephone Service provider _____ High-Speed Internet provider _____
 Do you have a splitter on your telephone line? Yes No

This Agreement is a contract between the Merchant named below and AmeriBanc National, LLC. ("Member"). By checking the box(es) above, Merchant has accepted the equipment (the "Equipment").

Merchant agrees to license the use of the Equipment. Merchant shall pay the license fee on the Equipment on a monthly basis, plus applicable sales or use taxes, beginning in the month the Equipment is received by Merchant, and continuing until the equipment is returned by Merchant or the Merchant Account with Member is terminated or expires. Merchant agrees that the Equipment is the property of Member, and must be returned in good and working condition within ten (10) days of the termination or expiration of the Merchant Account with Member or the failure to pay the monthly fee as required. If the Equipment is not returned within ten (10) days, Merchant agrees to pay the equipment value (\$375 for Package 1, \$750 for Package 2, plus \$125 if the optional PIN Pad was selected). In addition, Merchant agrees to be responsible for any damage to the Equipment as a result of misuse or negligence. Merchant authorizes Member to collect amounts due under this Agreement with all other fees due under the Merchant Credit Card Processing Agreement.

Merchant agrees to indemnify and hold Member harmless from and against any and all liabilities, losses, claims, damages, disputes, offsets, claims or counterclaims of any kind in any way related to the use (or misuse) of the Equipment.

Merchant understands that Member agrees to free overnight delivery of replacement equipment, fully programmed and ready to use, up to but not exceeding four yearly, and that each additional incident will incur a fee of \$99.

By signing below, Merchant understands that this Agreement constitutes a legal contract which binds Merchant.

1st Merchant Owner/Partner/Officer Print Name

Signature **Date**

2nd Merchant Owner/Partner/Officer Print Name

Signature **Date**

Business DBA Name

Merchant's Fax or Email

The undersigned, who will derive a benefit by the entering into of the above Agreement between Merchant and Member, hereby guarantee to Member, and to its successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement. The undersigned, by signing below, agree to be bound by the Agreement and this Guaranty.

1st Personal Guarantor Print Name

1st Personal Guarantor Signature **Date**

2nd Personal Guarantor Print Name

2nd Personal Guarantor Signature **Date**