

## Loaner Equipment Agreement

Check Center agrees to provide and maintain (directly and/or pursuant to manufacturer’s maintenance contract) in proper working condition, one or more point-of-sale terminal(s), together with its related software and peripherals as may be needed (“Equipment”), to be located at your place of business (“Your Store(s)”). Said Equipment will enable Your Store(s) or its qualified agents, representatives or employees, via telecommunication connection with Check Center, to use Check Center’s payment authorization services. In consideration for supplying Your Store(s) with this Equipment, you agree to make payment to Check Center by authorizing Check Center to initiate debit entries to Your Store(s)’ account in accordance with the terms of this agreement.

You acknowledge that the Equipment is and shall at all times remain the property of Check Center, and will be furnished to Your Store(s) for the duration of the term of the Service Agreement between Check Center and Your Store(s). You acknowledge that with each shipment of Equipment to Your Store(s), Check Center will provide you with written confirmation of items shipped to Your Store(s) pursuant to this agreement. In the event you do not contact Check Center within ten (10) business days of the date of the written confirmation regarding any issues with delivery, Your Store(s) shall be deemed to have and agrees that it received all Equipment and items identified in the written confirmation. You agree to pay for any shipping and handling of the Equipment being provided to Your Store(s) at the rates below.

The parties agree that the value of each point-of-sale terminal(s) provided to Your Store(s) is \$900.00 per item. The value of each other peripheral item, including but not limited to cables, power packs and splitters, is \$50.00 per item. You agree to indemnify Check Center for loss, damage, or Your Store(s)’s failure to return any or all of the following: point-of-sale equipment(s), cables, power packs and splitters, and to maintain in full force and effect adequate insurance coverage for said Equipment while in Your Store(s) possession. The parties further acknowledge and agree that this agreement is separate and distinct from the Service Agreement between Check Center and Your Store(s).

If the Equipment including peripherals has been provided to Your Store(s) to replace existing Equipment or peripherals, Your Store(s) has thirty (30) days from the shipment date to return the existing Equipment and/or peripherals, or you will be responsible for payment of the replacement costs noted above. You have ten (10) days from the date of cancellation of Your Store(s) Service Agreement to return all Equipment, including peripherals and any other items, or you will be responsible for the replacement costs as noted above.

By signing this agreement, you expressly authorize Check Center or its agent to either automatically debit the bank account designated below for all payments due under this agreement, including shipping costs and any replacement costs for the Equipment (“Payments”) (**must also attach copy of voided check**), or to initiate one or more bank drafts on the account below payable to CrossCheck, Inc. for any Payments, and the financial institution listed below is authorized to pay such drafts when so drawn and presented for payment until authority is revoked. You agree that the rights in respect to such draft(s) shall be the same as if drawn on the bank and signed by an authorized signer of Your Store(s). Should any draft be dishonored for NSF, a second attempt to draft may occur within 5 business days from the returned draft date. The bank draft will be reflected on Your Store(s)’s monthly bank statement along with any other canceled checks. Your Store(s) agrees to pay a \$25.00 Returned Item Fee for any check or ACH debit which is not paid by Your Store(s)’ bank upon presentation, a \$35.00 fee for any subsequent dishonor, and that the Returned Item Fees may be debited from the bank account designated below. If Your Store(s) changes bank accounts, Your Store(s) will provide Check Center with the new bank account information and authority to debit such new account prior to implementing any such bank change.

Name on Bank Account:	Bank Routing Number (ABA# located at the bottom of your check):
Bank Street Address:	Checking Account Number:
Branch Location:	Bank Phone Number:

**Overnight Shipping** (\$80 per device)

**Second Day Shipping** (\$55 per device)

**Ground Shipping** (\$25 per device)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Store Number

\_\_\_\_\_  
Legal Business Name

\_\_\_\_\_  
DBA/Trade Name/Fictitious Business Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City                      State                      Zip Code