

CITY CLERK
ORIGINAL

C-9248-1
09/16/2015



ATM PLACEMENT AGREEMENT

This agreement is entered into this day, September 16, 2015 between ACM Quick Cash (COMPANY) and City of Glendale Office of Special Events (CLIENT).

EVENT: Glendale Glitters Spectacular Weekend (GGSW), Glendale's Spirit of Giving Weekend (SGW), Winter Wonderland Weekend (WWW), Glendale's Jingle Bell Rockin' Nights (GJBRN), Glendale's Glitter and Glow Block Party (GGGB), and Glendale Chocolate Affaire (GCA)

PHYSICAL LOCATION: Murphy Park, 58th Avenue & Glendale, Glendale, AZ

DATE/DATES OF EVENT:

Glendale Glitters Spectacular Weekend

November 27 & 28, 2015

Jingle Bell Rockin' Nights

December 4 & 5, 2015

Winter Wonderland Weekend

December 11 & 12, 2015

Spirit of Giving Weekend

December 18 & 19, 2015

Glendale Glitter & Glow Block Party

Saturday, January 9, 2016

Glendale Chocolate Affaire

Feb. 5, 6, 7, 2016

(all dates are subject to change)

NUMBER OF ATM'S TO BE PROVIDED: 3-10, depending on the event

CONTACT PERSON & PHONE #: Dory Ludwig @ 623-695-6222

SET-UP DATE/TIME: Dates will vary with each event. Contact Dory as each event approaches.

STRIKE DATE/TIME: At the conclusion of each event.

TERMS

- 1. Equipment:** ATM placement at event site(s) shall be determined by ACM Quick Cash and Client, collectively.
- 2. Availability:** Client agrees that the ATM shall at all times remain available for use by Client's customers during all operating hours of said event.
- 3. Transaction Surcharges:** If Company is legally permitted to impose a transaction surcharge fee upon each transaction, Client authorizes Company to retain a fee of one hundred percent (100%) of the gross monthly transaction surcharge fees collected from ATM. Company will not change the amount of the transaction fee for this event without prior approval from Client. The transaction fee for this event will be: \$3.50.
- 4. Installation:** Company agrees to place ATM's at said event prior to operating hours; which will be agreed upon between Company and Client. ATM's will be removed at the end of the event in a timely matter.
- 5. Maintenance:** Company agrees to provide on-site technical support and service on said

Client Initials _____

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machines at said event. Company will be available by phone during all business hours or each event. In the event of a machine malfunction, the Company will be on-site within (1) one hour of being notified by the location.

6. **Finances:** Company agrees to provide cash for said ATM's at said events. Company also agrees to load cash into said ATM's at said events. Company shall keep sufficient amounts of cash in the ATM at all times during said event.

7. **Processing Services:** Company agrees to provide, and Client agrees to utilize exclusively during the term of this Agreement, such data processing services as Company has selected to process ACM's transactions. Company may add, delete or change ATM network affiliations as it deems appropriate in its discretion for ACM.

8. **Exclusivity:** Client shall not permit the removal of the ATM(s) from the premises, nor allow the placement of any other temporary ATM's on the premises (whether inside or outside), during the time of this agreement. Client accepts responsibility for providing adequate security for all machines provided at the event. Machines that are currently on-site and operated by another financial institution do not apply to this agreement.

9. **Phone and Electrical Requirements:** Company will provide cellular communication for each ATM, unless a wireless signal can not be located. If this is the case, other arrangements will be made with decisions to be made between the Company and the Client. Client shall provide each said ATM with (1) one operating electrical power outlet (110V) within a reasonable distance (100') of the ATM site. The ATM's pull only 3 Amps of electrical power.

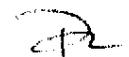
10. **Assignment:** Client shall not assign or in any way dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of Company.

11. **Controlling Law:** This Agreement shall be construed, interpreted and enforced in accordance with the laws Arizona. The jurisdiction and venue for any legal proceeding to interpret or enforce this Agreement shall be in the state of Arizona.

12. **Transaction Processing Fees:** Company agrees to pay Client for each transaction made. For this purpose, a transaction is defined as any cash withdrawal made from a cardholder's account but not including any electronic benefits transfers. Per event, Company will pay Client the sum of \$0.75 out of each \$3.50 transaction fee imposed for the first 1,500 transactions and \$1.00 for any transaction over 1,500.

13. **Additional Provisions:** ACM Quick Cash will pay the Client \$2,700 in 2015 in return for signing a 1 year agreement. In order to encompass the 2015-2016 City of Glendale "event season", the date range of this 1 year agreement shall be from Oct. 1, 2015 through September 30, 2016. Payment for sponsorship will be issued by November 15th, 2015. Commissions will be paid on a monthly basis (events that fall between the 1st – 15th of the month will be paid on the 15th of the following month, events that fall on the 16th – 30th of the month will be paid on the 30th of the following month).

Client Initials

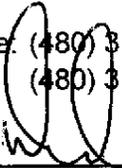


IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement.

COMPANY:

ACM Quick Cash
7820 E. Gelding Dr. Ste. 300
Scottsdale, Arizona 85260

Office: (480) 315-9171
Fax: (480) 315-9172

BY: 

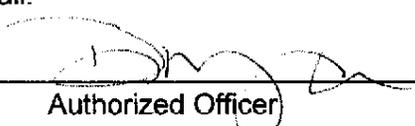
Authorized Officer

DATE: 9/30/15

CLIENT:

City of Glendale Office of Special Events
Dory Ludwig
5850 West Glendale
Glendale, AZ 85301

Office: 623.930.2959
Fax: 623.915.2695
Email:

BY: 

Authorized Officer

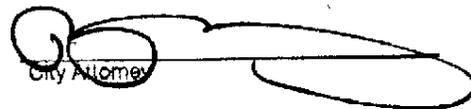
DATE: 9/24/15

ATTEST:



City Clerk

Approved as to form



City Attorney

Client Initials DL