



**PAYMENT
SYSTEMS**

Equipment Addendum

Equipment Order:

Merchant Name: _____

Merchant Contact: _____

Merchant Address: _____

Merchant City, State, ZIP: _____

Merchant Phone: _____

Equipment provided for AAC to the merchant:

Equipment Type: _____ Serial #: _____

Equipment Type: _____ Serial #: _____

Equipment Type: _____ Serial #: _____

The terms in this addendum are understood to be in addition to those contained in the Merchant Agreement (the "Agreement").

The Merchant hereby agrees to the following terms and conditions:

1. AAC Use of Equipment Terms.

- (a) Merchant agrees that the terminal equipment supplied to it by Apogee Payment Systems (the "Company") is the property of the Company, and must be returned in good and working condition within ten (10) days of the termination of the Agreement. If the terminal equipment is not returned within (10) days of the termination of the Agreement, Merchant shall pay the Company the cost of replacement thereof which is currently \$195.
- (b) Merchant shall be responsible for any damage to the terminal equipment.
- (c) Merchant shall indemnify and hold the Company harmless from and against any and all liabilities, losses, claims, damages, disputes, offsets, or claims of any kind in any way related to the possession or use of the terminal equipment.
- (d) Merchant shall enroll in AAC programs and remain enrolled in the AAC as long as Merchant utilizes the AAC Use of Equipment program. The monthly cost for the AAC program is \$5.50.
- (e) Merchant will receive free terminal replacements if after trouble shooting the terminal is deemed broken and not caused by the merchant.
- (f) Upon merchants request they can receive 3 rolls of paper per month, shipped to their location for no charge.

The Agreement remains in full force and effect in all other respects.

ACCEPTED & AGREED:

MERCHANT

Signature: _____

Printed: _____

Title: _____

Date: _____