

## VeriFone FREE Terminal Placement Program

**PACKAGE 1**  **FREE!**


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




**Omni 3740      Vx570**

**PACKAGE 2**  **FREE!**

Terminal *plus*



**Check Imager**

**OPTIONAL FEATURE**  **FREE!**

- Simple, intuitive keypad design
- Compact size fits easily in hand



**PIN Pad**

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 Total Merchant Services, Inc. ("Member"). By checking the box(es) above, Merchant has accepted the equipment (the "Equipment").

Merchant agrees that the Equipment is the property of Member, is being licensed to Merchant, and must be returned in good and working condition within ten (10) days of the termination or expiration of the Merchant Account with Member. 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 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. This includes any damage to the Equipment resulting from an act of nature, fire, or theft, or from misuse or negligence by Merchant or its agents. Merchant also agrees to pay Member a shipping/handling charge of \$99.00 for each delivery of replacement Equipment, regardless of the reason.

Notwithstanding the prior paragraph, if Merchant subscribes to Member's Merchant Advantage Benefit Program, it will not be responsible for failure of Equipment for any reason, so long as such Equipment is returned to Member. Under this program, Member will also provide overnight replacement of the Equipment free of shipping/handling charges, after remote troubleshooting efforts are unsuccessful. Comparable replacement Equipment may be new or refurbished, or a different brand or model. Replacements are limited to four (4) in any consecutive twelve (12) month period.

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

<b>1st Merchant Owner/Partner/Officer Print Name</b>	<b>Signature</b>	<b>Date</b>
<b>2nd Merchant Owner/Partner/Officer Print Name</b>	<b>Signature</b>	<b>Date</b>
<b>Business DBA Name</b>	<b>Merchant's Fax or Email</b>	

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.

<b>1st Personal Guarantor Print Name</b>	<b>1st Personal Guarantor Signature</b>	<b>Date</b>
<b>2nd Personal Guarantor Print Name</b>	<b>2nd Personal Guarantor Signature</b>	<b>Date</b>