**WSU Contract #\_\_\_\_\_**

**ATM LICENSE AGREEMENT**

# between

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**and**

**WASHINGTON STATE UNIVERSITY**

THIS ATM LICENSE AGREEMENT (the “Agreement”) is made and entered into by and between Washington State University, through its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “WSU”, whose address is P.O. Box 64\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, WA 99164-\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “OPERATOR”, whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_, WA \_\_\_\_\_.

### WITNESSETH

WHEREAS, WSU owns \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “PREMISES”), which is suitable for the purpose of operating ATM machine(s); and

WHEREAS, OPERATOR owns an ATM machine(s), hereinafter referred to as the “EQUIPMENT’, which OPERATOR wishes to place at the PREMISES to offer ATM money to WSU employees, students and the public; and

WHEREAS, WSU believes it would be beneficial to WSU and clientele of the PREMISES to have an ATM machine(s) installed at the PREMISES to dispense cash ATM money, and is willing to allow placement of the EQUIPMENT on the PREMISES under the terms and conditions stated herein.

NOW THERFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, acknowledged by both parties to be satisfactory and adequate, the parties do herby agree as follows:

**1. License.** OPERATOR is hereby granted the non-exclusive right and license to operate the EQUIPMENT at the PREMISES during the Initial Term of this Agreement (as defined in section 2 herein). The placement of the EQUIPMENT will be in an area of the PREMISES which will be convenient for customer traffic, as determined by WSU.

**2. Term.** This Agreement shall be effective for a period of two (2) years from the date of the last signature on this Agreement (the “Initial Term”). This Agreement may be renewed for three (3) additional one-year periods upon the mutual written consent of the parties (“Renewal Term”).

**3. Termination.** During the Initial Term or any Renewal Term, either party may terminate this Agreement for convenience with thirty (30) days prior written notice to the other party. Upon any such termination hereunder, OPERATOR will remove the EQUIPMENT from the PREMISES at OPERATOR’s cost.

**4. Installation.** At OPERATOR’s cost, OPERATOR will install the EQUIPMENT on the PREMISES as directed by WSU. WSU will allow the EQUIPMENT to be bolted to the floor of the PREMISES for security. Upon termination of this Agreement, the floor will be repaired and restored to its former condition as it existed prior to installation of the EQUIPMENT, at OPERATOR’s cost.

**5. Access and Maintenance.** WSU will allow OPERATOR full access to the PREMISES and EQUIPMENT during normal business hours for the installation, servicing, repair, and maintenance of the EQUPIMENT. OPERATOR will supply the cash to be used in EQUIPMENT, and will be responsible for all operating expenses and maintenance costs of EQUIPMENT. WSU will promptly notify OPERATOR of the need for service and repair on the EQUIPMENT. WSU further agrees that OPERATOR shall have the right to open, adjust, disconnect, replace, or alter the EQUIPMENT;

**6. Utilities.** WSU shall provide, at \_\_\_\_\_\_\_\_‘s cost, the electricity and telephone line necessary for proper operation of the EQUIPMENT.

**7. Surcharge; Fee to WSU.** A surcharge in the amount of $\_\_\_\_\_\_ will be charged to users for each chargeable transaction. WSU will receive from OPERATOR \_\_\_¢ per surchargeable transaction, which will be paid monthly to WSU at the address listed in the preamble of this Agreement. OPERATOR shall include with each monthly payment a reconciliation of transactions for that month. WSU shall further have the right to inspect, copy and audit OPERATOR’s books and records related to this Agreement.

**8. Advertising.** OPERATOR shall have the right to provide advertising for placement on the EQUIPMENT, with WSU’s prior written approval.

**9. Insurance.** OPERATOR shall carry comprehensive liability insurance in a minimum amount of $3,000,000, and property and casualty insurance affording protection for the EQUIPMENT. Such insurance shall be primary and non-contributory, and WSU shall be named as an additional insured on such policies.

**10. Indemnification.** Each party to this Agreement shall indemnify and hold the other harmless for any and all claims, injuries, damages, losses or suits, including attorneys’ fees, arising out of its own acts or omissions and those of its officers, employees and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and omissions of those not a party to this Agreement.

**11. Miscellaneous Provisions.**

**a.** All of OPERATOR’s EQUIPMENT installed at the PREMISES is the sole and exclusive property of the OPERATOR, and title to this EQUIPMENT will at all times remain with the OPERATOR.

**b.** WSU will keep the EQUIPMENT free of all claims, levies, and encumbrances, and will notify the OPERATOR immediately of any adverse conditions that may affect this Agreement.

**c.** Assignment. OPERATOR may not assign this Agreement and its interest in this Agreement without the prior written consent of WSU.

**d.** Authority. WSU represents that it has the right and authority to enter into this Agreement. The individual signing on behalf of WSU represents that he has designated signature authority to bind WSU, and agrees to the terms and conditions contained herein.

**e.** Severability. Should any of the provisions of this agreement be held illegal, invalid, or unenforceable, then such provision(s) shall be deemed null and void without invalidating the remaining provisions hereof.

**f.** Disputes. In the event that a dispute arises under this Agreement that the parties can’t resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto.

 **g.** Facsimiles. A faxed copy of this Agreement shall be deemed an original.

**h.** Amendments. This Agreement may be amended upon the mutual written consent of the parties.

**i.** Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year last written below.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Washington State University**

By: By:

Print Name Print Name

Title Title

Date Date

 By:

 Print Name

 Title

 Date