

Sun State Merchant Services

FREE TERMINAL PLACEMENT PROGRAM

FIRST DATA FD50



This Agreement is a contract between the Merchant named below and Sun State Merchant Services, LLC. ("SSMS").

Merchant has accepted to use the First Data FD50 TERMINAL (the "Equipment") which remains the property of SSMS during and after usage, and acknowledges that its initial use of the Equipment shall serve as confirmation that it has been presented with, and has read, understands the agreement.

Merchant agrees that the Equipment is the property of SSMS, is being licensed to Merchant for use as long as the merchant retains an active merchant account with SSMS, and must be returned in good and working condition within ten (10) days of the termination or expiration of the Merchant Account with SSMS. If the Equipment is not returned within ten (10) days, Merchant agrees to pay the equipment value (\$400). In addition, Merchant agrees to be responsible for any damage to the Equipment as a result of misuse or negligence. SSMS will provide any service and maintain the equipment free of charge to the merchant.

Merchant agrees to indemnify and hold Sun State Merchant Services, LLC 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.

Merchant understands that SSMS agrees to free overnight delivery of replacement equipment if need be with discretion of SSMS, fully programmed and ready to use, up to but not exceeding once yearly, and that each additional incident will incur a fee of (\$99).

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

Merchant Owner/Partner/Officer:

Print Name	Title	Signature	Date

The undersigned, who will derive a benefit by the entering into of the above Agreement between Merchant and SSMS, hereby guarantee to SSMS, 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.

Personal Guarantor Printed Name	Personal Guarantor Signature Date

Merchant's Email or Fax:
