

*Deactivate Wireless fee once FD equipment is installed and working.

*This account must have all loyalty card info built into terminal so that merchant doesn't have any problems with install. Should merchant have issues with this update. Merchant may cancel processing without penalty.BB

#6



AMERICAN PAYMENT SYSTEMS
2711 Centerville Rd. Ste. 400 Wilmington DE 19808

Merchant Receipt Form

*Provide merchant with return shipping label to send of previous equipment.

*We will meet or beat any comp rate at anytime or merchant may cancel processing account with \$0 penalty.

Corporate Business Name/ D.B.A. Name: Yam LLP / Yam
 Location Address: 112 Main St
 City / State / Zip: Montpelier, Vt, 05602 / /
 Phone: 802-229-2444 Transit / ABA: 211691185 Account Number: 100480100

Equipment Term and Monthly Payment: 48 months @ \$ 150 Per Month
NON-CANCELLABLE

Equipment Placement _____ (\$ _____) Retail Value

Received separate check for equipment paid in full \$ _____ CHECK # _____

Sending check for buyout of equipment lease or used equipment \$ 1499.73 Approval # bb321 (required)

Equipment to be picked up- Make _____ Model _____
 *American Payment Systems is under no obligation to pay for the buyout until proof is provided from the old lessor.
 *American Payment Systems is under no obligation to pay any amount exceeding the buyout amount provided by your old lessor.
 *If buyout fees are not provided to APS within 90 days, APS shall have no obligation to pay the stated buyout fee and the customer shall be responsible for the full buyout fee.
 *American Payment Systems will not issue buyout check to merchant until agreed equipment has been received by American Payment Systems.

Merchant Credit \$ 60 Approval # bb321 (required) For last 3 months charged pci fee.

Special Instructions:

Lower merchants pricing to ic+.10 & .10
 Add pin debit @ .10cents

Merchant will need a FD-130 that connects to Wifi.

- ✓ Equipment Application Fee \$ 99.99
- ✓ File Build fee \$ 99.99
- ✓ Programming fee \$495.00
- ✓ Installation fee \$199.00

Web Services Powered By



- \$150 - Facebook Business page setup Initial Page Creation
- \$150 - Google+ Business page setup Initial Page Creation
- \$150 - Google Map placement Location registration with Google
- \$199 - Social Media Management 2 Facebook/2 Google+ posts
- \$599 - Introductory Social Media Bundle

	Qty:	Model:		
<input checked="" type="checkbox"/> Credit Card Terminal	1	FD-130 (Wifi)	<input type="checkbox"/> Refurb	<input type="checkbox"/> Reprogram
<input checked="" type="checkbox"/> Pin-pad	1	FD-35	<input type="checkbox"/> Refurb	<input type="checkbox"/> Reprogram
<input type="checkbox"/> PC Software	_____	_____	<input type="checkbox"/> Refurb	<input type="checkbox"/> Reprogram
<input type="checkbox"/> Giftcards	_____	_____	<input type="checkbox"/> Refurb	<input type="checkbox"/> Reprogram
<input type="checkbox"/> Authorize.net	_____	_____	<input type="checkbox"/> Refurb	<input type="checkbox"/> Reprogram
<small>Non-refundable Setup Fee \$299, Monthly Gateway Fee \$25, Per Transaction Fee \$0.10</small>				
<input type="checkbox"/> Wireless Terminal	_____	_____	<input type="checkbox"/> Refurb	<input type="checkbox"/> Reprogram
<small>Wireless Activation Fee \$35, Wireless Monthly Fee \$19.99 per device, Wireless Authorization Fee \$0.10 per transaction per device</small>				
<input type="checkbox"/> Mobile Pay Device	_____	_____	<input type="checkbox"/> Refurb	<input type="checkbox"/> Reprogram
Phone Make/Model _____		Activation Fee \$35 per device		
Phone Carrier _____		Monthly Fee \$19.99 per device		
Cell Number _____		Authorization Fee \$0.10 per transaction per device		
<input type="checkbox"/> POS System	_____	_____	<input type="checkbox"/> Refurb	<input type="checkbox"/> Reprogram
Make _____				
Software _____				
POS Provider Tech Support Phone _____				
<input checked="" type="checkbox"/> Retail	<input type="checkbox"/> Restaurant	<input type="checkbox"/> Wireless		
<input type="checkbox"/> Auto-close	Time: <u>11pm</u>	<input type="checkbox"/> Dial Up		
<input type="checkbox"/> Tip	<input type="checkbox"/> Address Verification	<input type="checkbox"/> CW	<input type="checkbox"/> IP/Ethernet	

By signing below, you represent and agree that: (1) the information in and accompanying this form is complete and correct; (2) you have read and received a copy of the one-page terms and conditions and agree to be bound by that agreement; (3) you are authorized as an officer, partner, manager, or owner to submit this form and to bind the Merchant to the Placement Agreement; (4) Merchant expressly assents that it has received the equipment listed above before executing this agreement, and that the equipment functions as desired; and (5) Merchant agrees that they will be liable to pay an NSF fee of \$25.00* or the amount allowable by law* which may be automatically debited for each NSF.
 Merchant warrants to American Payment Systems, LLC. (APS) that any used equipment transferred to APS is owned by Merchant and is free and clear of all encumbrances. Merchant assumes all responsibility and liability to any third party relating to any lease or rental of the equipment that is considered part of this transaction and will hold APS harmless of any such claims. Merchant understands that the purchase or lease of equipment is a separate and independent transaction from the Merchant's desire for credit and debit card processing services and agrees that due to the customized nature of the equipment there will be no refunds or return of any equipment. All sales are final.

LY Youngman
 Leg. Signature (Mar 22, 2017)

Merchant Approval

5/21/17

Date

Beau B.

Consultant Approval

5/21/17

Date

THANK YOU FOR YOUR BUSINESS!

PLACEMENT AGREEMENT
Terms and Conditions

This Placement Agreement ("Agreement") is made effective as of the date set forth on the Merchant Receipt Form by and between American Payment Systems, LLC, 2711 Centerville Rd., Ste. 400, Wilmington, DE 19808("APS") and the entity and/or individual whose name and address are set forth on the "MRF," Merchant Receipt Form ("Merchant").

1. **APS ISO/MSP Statement.** APS is an Independent Sales Organization/Merchant Service Provider (ISO/MSP) that is party to the Electronic Payment Processing, Equipment Agreements, and any Enhancement Agreements (collectively, the "Agreements") as a third party with a one time or ongoing economic interest in the Agreements. APS does not claim or represent that it is the manufacturer, service, underwriter, or is in any way affiliated with the other parties to the Agreements notwithstanding the economic interest in the Agreements, unless otherwise set forth in writing.
2. **Term and Termination.** The initial term of this Agreement that encompasses APS' and Merchant's rights and obligations to one another only, under the separate and independent Agreement shall be for a period of three years, commencing on the date set forth on page one. This MRF shall thereafter be automatically renewed for additional terms of two years each unless either party notifies the other no later than thirty days prior to the end of the current term that it does not wish to renew this MRF. APS may cancel this Agreement for any reason by providing Merchant with seven days' notice.
3. **Effect of Termination.** Upon any termination of this Agreement, Merchant must return any Equipment to APS within five days of termination. In the event Merchant fails to timely return the Equipment or returns any Equipment that is damaged, defective, malfunctioning, or is not in good working order, Merchant shall purchase the equipment for the full retail price of the Equipment, that in no case shall be less than \$500. Merchant hereby authorizes APS to debit any charges due, and the accelerated monthly equipment lease premium under the equipment lease, and the accelerated monthly minimum processing fee under the processing agreement by Merchant under this Agreement or any other agreement between merchant and APS or its affiliates from any checking, savings, credit card or any other type of account identified as that of the Merchant. Upon any termination APS shall also have the right to collect from Merchant any fees that were waived including, but not limited to, the Application Fee, File Build Fee, Programming Fee and Installation Fee. Merchant also agrees to pay any collection costs or attorney's fees associated with any amount due to APS or its assigns. For any merchant account that does not process any transactions for three consecutive months Merchant shall be responsible for a \$99 inactivity fee that APS will charge monthly until Merchant processes the minimum transactions required under the Agreements or until Merchant cancels the MRF.
4. **Indemnification.** Merchant agrees to indemnify, defend, and hold harmless APS, its employees, referral partners and agents from and against any loss, liability, damage, penalty or expense (including attorneys' fees, expert witness fees and cost of defense) they may suffer or incur as a result of (i) any failure by Merchant or any employee, agent or affiliate of Merchant to comply with the terms of this Agreement; (ii) any warranty or representation made by Merchant being false or misleading; (iii) any representation or warranty made by Merchant or any employee or agent of Merchant to any third person other than as specifically authorized by the Agreements, (iv) any claims related to the Agreements, (v) negligence of Merchant or its subcontractors, agents or employees, any claims by Merchant against it credit card, ACH or debit card processor or (vii) any alleged or actual violations by Merchant or its subcontractors, employees or agents of any governmental laws, regulations or rules.
5. **Disclaimer of All Warranties.** The services and equipment are provided "as is" without any warranty whatsoever. Service provider disclaims all warranties, express, implied, or statutory, to merchant as to any matter whatsoever, including all implied warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights. No oral or written information or advice given by service provider or its employees or representatives shall create a warranty or in any way increase the scope of service provider's obligations.
6. **Limitation of Liability.** Neither party shall be liable to the other party or to any other third party for any consequential, indirect, special, incidental, reliance, or exemplary damages arising out of or relating to this agreement, the services or the equipment, whether foreseeable or unforeseeable, and whether based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, or other cause of action (including, but not limited to, damages for loss of data, goodwill, profits, investments, use of money, or use of facilities; interruption in use or availability of data; stoppage of other work or impairment of other assets; or labor claims), even if such party has been advised of the possibility of such damages. Under no circumstances shall APS's total liability to merchant or any third party arising out of or related to this agreement exceed one thousand dollars (\$1,000.00) regardless of whether any action or claim is based on warranty, contract, tort or otherwise.
7. **This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.** Merchant may not assign this Agreement without the written consent of APS. APS may assign this Agreement in its sole discretion without the written consent of Merchant. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. No amendment or modification to this Agreement, or any waiver of any rights hereunder, shall be effective unless assented to in writing by both parties.
8. **This Agreement shall be governed by and construed in accordance with the laws of the State of Merchant's primary residence (irrespective of its choice of law principles).** The equipment lease is a finance lease governed by UCC § 2A. Thus, the equipment lease is non-cancellable for the full term upon delivery and acceptance of the equipment. **USE OF THE EQUIPMENT IS NOT NECESSARY TO TRIGGER THE NON-CANCELLABLE NATURE OF THE LEASE.** The parties hereby agree that all suits to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in the Courthouse closest to the Merchant's primary residence. Each party hereby agrees that such courts shall have exclusive and mandatory personal jurisdiction and venue with respect to such party, and each party hereby submits to the exclusive personal jurisdiction and venue of such court. In all actions arising from the alleged breach of this Agreement, or to enforce this Agreement, the final prevailing party will recover its reasonable attorneys' fees, costs and expenses. Further, Merchant agrees that any dispute must be brought within one (1) year of discovering any potential claim. Further Merchant Waives any right to bring a class-action and must litigate its dispute separately from any other claimant.
9. **In an effort to ensure fair and honest public feedback, and to prevent the publishing of libelous content in any form, your acceptance of this contract prohibits you from taking any action that negatively impacts APS, its reputation, products, services, management or employees.** Any violation shall result in a \$500 penalty for each violation of this provision. Each negative statement shall be deemed a separate statement regardless of its form, including multiple negative statements within one sentence or paragraph.
10. **Merchant hereby authorizes CHARGE Anywhere LLC and AnywhereCommerce to process payment for amounts due to CHARGE Anywhere LLC and APS from the account described in the agreement.** This authority is to remain in full force and effect until CHARGE Anywhere LLC and AnywhereCommerce have received written notification from the merchant of its termination in such time and in such manner as to afford CHARGE Anywhere and AnywhereCommerce a reasonable opportunity to act upon it. Merchant agrees that it will be liable to pay an NSF fee of \$25 or the amount allowable by law which may be automatically debited for each NSF.
11. **The failure of APS to object to or to take affirmative action with respect to any conduct of Merchant that is in violation of the terms of this Agreement, shall not be construed as a waiver of that conduct or any future breach or subsequent wrongful conduct.** If any part, term or provision of this Agreement is declared and determined by any court or arbitrator to be illegal or invalid, such declaration and determination shall not affect the validity of the remaining parts, terms or provisions. The various headings in this Agreement are inserted for convenience only and shall not affect this Agreement or any portion thereof. This Agreement may be executed in two or more counter-parts or by fax, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. All representations, covenants and warranties shall survive the execution of this Agreement, and sections 2, 3 5, 7, 9, 10 and 11 shall survive termination of this Agreement.

Merchant Initials: ly