

# Free Terminal Placement Agreement



## Tell Us What You Need:

- Retail w/EMV
- Retail/EMV w/Debit (terminal + pin pad)
- Restaurant w/ Tips (EMV)
- Retail/EMV/Debit w/Cash Back (terminal + pin pad)

This Equipment Placement Agreement (“Agreement”) is made effective as of the date set forth below by and between ClearPay Processing, LLC (“Company”) with its principal place of business at 7777 Center Ave Suite 650, Huntington Beach, Ca. and the entity and/or individual whose name and address are set forth below (“Merchant”).

1. Services: Company shall place with free equipment (“Equipment”) identified above with merchant at no cost. Merchant agrees that the Equipment is always the property of Company and Merchant assumes all risk for damage to the Equipment. Merchant will automatically be enrolled in ClearPay Service Pak at a cost to Merchant of \$9.95 per month. Full program details and opt out instructions can be obtained at [www.clearpayprocessing.com](http://www.clearpayprocessing.com), or by calling Company’s customer service number.

2. This agreement shall survive so long as Merchant is processing credit cards with Company. Should Merchant discontinue processing credit cards with Company for any reason then the Termination provisions shall apply. Upon any termination of this Agreement, Merchant must return the Equipment to Company within ten (10) days. In the event Merchant fails to return the Equipment upon request by Company, by the return date or returns any Equipment which is damaged, defective, malfunctioning, or is not in good working order, Merchant shall purchase the Equipment for the full retail price of the Equipment as follows: \$595.00 per EMV Terminal option, or \$895.00 per terminal and pin pad option. Merchant hereby authorizes Company to debit any charges due by Merchant under this Agreement from any checking, savings, credit card or any other type of account provided by Merchant to Company. If Company is forced to initiate collection actions against Merchant for the value of purchase the Equipment noted above, Merchant agrees that it shall pay a reasonable collection fee not to exceed \$300.00 which shall be added to the value of the Equipment noted above.

3. Disclaimer of All Warranties: Company disclaims all warranties, express or implied. Company shall not be liable to Merchant or any third party for any liquidated, indirect, consequential, exemplary or incidental damages even if Company has been advised of the possibility of such damages.

4. This Agreement sets forth the entire agreement and understanding of the parties. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. The parties hereby agree that any suit 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 Orange County, California.

Date: \_\_\_\_\_

ClearPay Processing, LLC

Merchant Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

PERSONAL GUARANTY: The undersigned unconditionally and personally irrevocably guaranties to Company, including its successors and assignees, the prompt payment and performance of the terms and conditions outlined in this Agreement. This Guaranty is a guaranty of payment and not merely one for collection.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

ClearPay Use Only:

MID: \_\_\_\_\_

Date Shipped: \_\_\_\_\_

Equipment Shipped: \_\_\_\_\_