

# ATM Lease Agreement

## 1. Parties

This **ATM Location Lease Agreement** ("**Agreement**" hereinafter) has been signed by and between the following Parties;

**The Lessor**

**The Lessee**

**WHEREAS** the Lessor is the legal owner of the premises located in \_\_\_\_\_  
 ("**Property**" hereinafter),

**WHEREAS** the legal description of the Property is \_\_\_\_\_,

**WHEREAS** the Lessee is an state bank corporation established under the law and regulations of \_\_\_\_\_,

**WHEREAS** the Lessor desires to lease a portion of Property to Lessee and Lessee desires to lease that area from Lessor on the terms and conditions set forth in this Agreement,

**NOW, THEREFORE**, in consideration of the mutual promises of the parties, the parties agrees as follows;

## 2. Lease of Property

The Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, \_\_\_\_\_ square feet of space within the Property, for the installation, operation, and maintenance of an ATM. Lessee shall use the leased area solely for the installation, operation, and maintenance of the ATM and for no other purpose without the prior written consent of Lessor.

### 3. Term and Termination of Lease

The initial term of this Agreement shall commence on \_\_\_\_\_ and shall continue for a period of \_\_\_\_\_, unless terminated earlier in accordance with the provisions set forth in this Agreement. Parties shall have the option to renew this Agreement with the same terms and conditions, by providing written notice the other party at least \_\_\_\_\_ days prior to the expiration of the then-current term. Extension of this term is subject to the written approval of both parties.

Either party may terminate this Agreement upon \_\_\_\_\_ written notice to the other party for any reason.

Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within \_\_\_\_\_ days after receiving written notice specifying the breach.

Upon termination, Lessee shall remove the ATM and related equipment and restore the Premises to its original condition.

### 4. Installation and Maintenance

The Lessee shall be responsible for all costs associated with the installation of the ATM and related equipment, such as electrical work, telecommunications, and structural modifications. Lessee shall ensure that all installation work complies with applicable laws and regulations.

Lessee shall, at its sole expense, maintain the ATM and related equipment in good working order and condition. Lessee shall promptly repair any damage to the Premises caused by the installation, operation, or removal of the ATM and related equipment.

### 5. Security

The Lessee is solely responsible for the security of the ATM. It is the Lessee's sole responsibility to have security personnel on hand during any transaction such as money loading, ensuring security camera installation, and any security-related obligations.

Lessor cannot be deemed responsible in cases such as theft, extortion or attack to ATM.

## 6. Rent

Lessee agrees to pay Lessor rent in the amount of \_\_\_\_\_ per month, payable on the first day of each month. Rent payments shall be made by \_\_\_\_\_.

If the Lessee fails to pay any of the rent amounts, interest rate of \_\_\_\_\_% shall be applied. Failure to pay the rent also constitutes a breach within the scope of this Agreement and has consequences of breach in terms of termination.

## 7. Other Provisions

- Lessee agrees to indemnify, defend, and hold harmless Lessor from and against any and all claims, damages, liabilities, and expenses arising out of or related to Lessee's use of the Premises, including the installation, operation, and maintenance of the ATM and related equipment, except to the extent caused by the gross negligence or willful misconduct of Lessor.
- This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.
- Any amendments or modifications to this Agreement must be in writing and signed by both parties.
- If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- All notices and communication required or permitted under this Agreement shall be in writing and delivered to the addresses specified above, either personally, by certified mail, return receipt requested, or by a recognized overnight delivery service.
- This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

**Lessor**

**Name**

**Date**

**Signature**

**Lessee**

**Name**

**Date**

**Signature**



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