

MERCHANT RECEIPT

Alpine Payment Systems P.O. Box 821028 Vancouver WA 98682 (877) 804-7286 AlpinePaymentSystems.com

Monthly Volume	\$	V/MC Per Item & Discount Rate	_____ C _____ %
Average Ticket	\$	V/MC Per Item & Non-Qualified Fee	_____ C _____ %
Reprogram	Yes / No	Interchange Program	_____ C _____ %
Equipment Share Terms	60 X \$	Terminal Type	
Pin Pad	Lease / Swap / None	Application Fee	\$150.00
Virtual Terminal	Yes / No	Programming Fee	\$150.00
E-Merchant View	Yes / No	Total Amount Collected	\$
Check Imager	Yes / No	Please Make Checks to: Alpine Payment Systems	
Special Set Up Instructions: Expected delivery time is 5-7 days.			
Company / DBA Name:			
Address:		City / State / Zip:	
E-Mail:		Merchant Bank:	
Phone:		Account Number:	
Cell:		Routing Number:	
Date:		Date:	
Merchant Signature:		Representative Signature:	

Merchant understands that the purchase or lease of equipment is a separate and independent transaction from Merchant's desire for credit and debit card processing services and agrees that due to the customized nature of the equipment, it cannot be returned nor can any refunds be given. The Processing Agreement shall remain in full force and effect for an initial term of three (3) years. Upon termination of your account, any amounts due to Alpine Payment Systems ("APS") will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever by APS. Neither APS nor Merchant may publicly disclose, through press releases nor otherwise, the existence of the business relationship that is the subject of this Agreement, without the prior written consent of the non-disclosing party. To ensure the integrity of your account please run one or more transactions each month. This helps validate accurate account information on file. Failure to process one or more transactions in a monthly billing cycle will result in account becoming inactive. Inactive accounts will be charged an inactive maintenance fee of \$99 per month until account is active. This fee will help address the administrative and other costs associated with process and procedure related to various governmental regulatory requirements. The Agreements shall be deemed in default by the Merchant as follows, including but not limited to: any Agreement having a past due balance of greater than ten (10) calendar days, failure to produce documents necessary for said performance of the Agreements or failure to reasonably cooperate with APS requests to perform the Agreements, the failure to verbally confirm contracts at time of delivery pursuant to third party verification efforts, no processing activity for six (6) months, or any and all events of default under the material terms of any of the Agreements APS has an economic interest in. During the term of this agreement, you shall use us as your exclusive provider of all services. In the event of default or early termination of processing contract and notwithstanding anything to the contrary set forth herein, Merchant/Purchaser shall be responsible for an amount of liquidated damages equal to all monthly fees due for the remainder of the existing term, including all monthly fee commitments, plus a de-conversion fee, which in no case shall be less than \$999. Such accounts shall not be in lieu of but in addition to any payment obligations for services already provided hereunder (or that APS may continue to provide), which shall be an additional cost, and any and all other damages to which APS may be entitled to. The parties agree if this Agreement is terminated before completion of the then-current term and without first giving APS the right to match the terms of a written bona fide third party offer, Merchant shall be liable for fees mentioned previously plus any of APS's costs and attorneys' fees to collect. If APS fails to respond to such third party bona fide offer received via Certified Mail or is not willing to match it, then Merchant shall not be liable for any de-conversion or early termination fee whatsoever. In the event the payment of such de-conversion fees is limited by applicable law, the amount payable to APS pursuant to this Agreement shall be limited to the maximum amount permitted under applicable law. Such amounts will be funded, to the extent possible, according to the same methods for collecting amounts due under the processing agreement. Upon termination any equipment provided by APS not leased through any third parties or purchased must be returned immediately at merchant's expense. Merchant has read and accepted the above terms and understands that rates and processing fees are a guideline for monthly billing and in no way constitute a guarantee of savings. All funds collected are non-refundable and all sales are final. Merchant agrees to verbally confirm terms of agreement at time of delivery. Failure to verbally confirm terms at time of delivery will require payment in full of all outstanding payments due. Any funds due will be electronically withdrawn from merchant's account on file. **THERE ARE NO WARRANTIES MADE TO THE MERCHANT FROM APS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, BEYOND THOSE GIVEN IN THE WARRANTY CHOICE FORM. APS'S WIRELESS SOLUTIONS MAY NOT INTEGRATE WITH ALL POINT-OF-SALE SOLUTIONS.**

Payoff Responsibility, Prior Processing Cancellation, & Arbitration Agreement: Merchant warrants to 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 any equipment that is considered part of this transaction and will hold APS harmless of any such claims. Merchant accepts all responsibility for cancellation of prior processing services and understands that it is the merchant's responsibility to cancel all prior services and accepts responsibility for any termination or cancellation fees and agrees to hold harmless APS of any financial obligation related to prior processing and equipment lease contracts. Parties agree that any controversy or claim arising out of this contract, or the breach thereof, shall be resolved in a mandatory and binding arbitration administered by the American Arbitration Association ("AAA"), using the Commercial Arbitration Rules of the AAA, and an authorized arbitrator from the AAA. The arbitration award shall be enforceable in any court having jurisdiction over the parties. The arbitration shall be held at the closest possible location to Clark County, Washington. Merchant agrees to bear all the liability for costs associated (including attorney's fees) with arbitration and resolving the dispute. **THIS WRITTEN AGREEMENT SUPERSEDES, TERMINATES AND VOIDS ALL OTHER AGREEMENTS WHETHER ORAL OR WRITTEN BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER CONTAINED HEREIN. PLEASE REFERENCE CURRENT QUALIFIED CARD GUIDELINES AND DOWNLOAD TERMS AND CONDITIONS AGREEMENTS AT WWW.ALPINEPAYMENTSYSTEMS.COM.**

