

## EAST CAROLINA UNIVERISTY - CELLULAR POS TERMINAL RENTAL AGREEMENT

East Carolina University Compliance Management **(COMPLIANCE MGMT)** and **(DEPARTMENT)** do hereby agree to the terms set forth in this Rental Agreement (AGREEMENT).

Compliance Mgmt does hereby rent to Department certain Cellular Point of Sale (POS) device(s) (terminal) that will be used by Department for a rental fee plus calculated merchant fees (3.00% of total transaction volume) collected via Journal Voucher initiated by Compliance Mgmt. Department hereby acknowledges that the equipment is the property of Compliance Mgmt. Department agrees to keep POS terminal(s) in a dry and secure environment at temperatures between 55 and 85 degrees Fahrenheit during the rental period. In the event one of the following occurs: (1) the terminal(s) is not returned by scheduled return date, (2) the terminal(s) is lost or stolen, or (3) the terminal(s) is returned in state of disrepair; Department will be charged for full replacement or repair costs and authorizes Compliance Mgmt to collect this fee via Journal Voucher from Department. Compliance Mgmt reserves the right to cancel this Agreement at any time and for any reason and demand return of the equipment from Department. This Agreement is not transferrable.

Department agrees to batch(close) the terminal(s) each evening prior to 11:45pm, enter a corresponding deposit via the Miscellaneous Receipts module in Banner INB and submit all appropriate documentation to the Cashier's Office prior to 11:00am on the next business day. In the event of a chargeback (disputed charge by customer via their corresponding financial institution) on any Department transactions processed via the terminal(s), Department agrees to cooperate with the Cashier's Office to resolve and understands the chargeback amounts will be charged to the Department FOAP on record. This cooperation may include but is not limited to researching the transaction, correspondence with customer and Cashiers Office, and appropriate entry in Banner INB.

At no time during this Agreement shall Department allow any personnel other than Department's authorized (PCI trained) employees to access or perform any activities upon the terminal(s). Terminal(s) shall only be used by department's authorized personnel for purposes listed on the request (ticket). Authorized employees are departmental employees who have completed the appropriate Banner Security Request and completed PCI Security Awareness Education training within the last 12 months.

<b><i>Fee Information</i></b>	
<b>Rental Fee (per terminal)</b>	<b>1 day = \$10; 2 - 14 days = \$20; 15 - 31 days = \$30; 32+ days = varies</b>
<b>Merchant Fees</b>	<b>3.00% of total transaction dollar volume</b>
<b>Replacement Fee</b>	<b>\$729.00 (this fee is the replacement cost for a single terminal)</b>

Department Head/Dean Signature	_____
Date	_____

Compliance Mgmt Use Only:		
Rental Date(s)	_____	
Pick up Date	_____	Return Date _____