

Community Check Cashing Inc.

306 A West Sylvania Ave
Neptune City, NJ 07753

793 Fischer Blvd
Toms River, NJ 08753

210 State Rt 36
West Long Branch, NJ 07764

CHECK CASHING SERVICE AGREEMENT

Thank you for choosing Community Check Cashing Inc for your check cashing service needs (the "Service"). By using our Service you must accept each of the terms and conditions set forth in this agreement.

Our service is regulated under the New Jersey Check Cashers Law. In order for your company to use our Service we are required under government regulation to obtain certain information about you and your business. The information we obtain from you is used solely for that purpose and will not be used for any other business purpose. It will remain confidential.

This Service Agreement ("Agreement") is dated _____ (the "Effective Date") and is entered into by and between Community Check Cashing Inc, a New Jersey corporation with three distinct locations listed above, and _____ which is located at the address _____ further referred to as the "Customer".

1. Check Cashing Services. In accordance with the terms and conditions hereunder, Community Check Cashing will agree to provide the Service pursuant to which the approved check cashing company ("Customer") may present checks for cashing in consideration for a service fee calculated as a percentage of the face value of the checks presented by the Customer. This percentage varies based on the sliding scale of rates offered to Community Check Cashing's business customers.
2. Customer Responsible for Returned Items. Customer shall remain liable to Community Check Cashing for all returned or unpaid checks or other negotiable instruments, including all bank service fees and charges. Customer shall remain responsible and liable to Community Check Cashing for any items unpaid for any reason including insufficient funds, forged endorsements, unauthorized maker signatures, counterfeit instruments, stopped payments, fraud, or theft. Customer agrees to reimburse Community Check Cashing within forty-eight hours or return for any and all returned checks.
3. Due Diligence. Prior to implementation of the Service under this Agreement, Community Check Cashing may perform due diligence regarding the Customer, Customer's owners, directors, managers, officers, other personnel, and other representatives, including any other matter that Community Check Cashing may deem relevant in making a decision in regards to providing the Service to the Customer. Customer agrees to provide any requested information or documentation as requested by Community Check Cashing in connection with its due diligence.

4. Services Limited to Customer. The Service herein shall be limited only to the Customer. Customer may only present and cash checks where Customer is either (a) the Payee or (b) where Customer is authorized to cash checks on behalf of the Payee pursuant to valid corporate resolution.
5. Prohibited Activity. Customer represents that it is not acting as an unlicensed check cashing in New Jersey or any other jurisdiction. Services shall not be used to make or facilitate any transaction that is fraudulent or illegal in any applicable jurisdiction. Community Check Cashing reserves the right to monitor transaction activity in connection with the Services and to terminate and/or suspend the Service without notice to Customer in the event Community Check Cashing determines there is illegal, unusual or suspect activity occurring in relation thereto. Community Check Cashing shall have no liability to Customer for any adverse financial or other consequences that may result from any action taken pursuant to this Section.
6. Additional Customer Representations. Customer represents and warrants to the Check Cashers as follows:
 - a. To the extent Customer is a natural person, Customer represents that he/she is of sound mind, legal age (18 years of age in the United States), and legally competent.
 - b. To the extent Customer is not a natural person, it is represented that Customer is (i) duly organized and validly existing under the applicable laws of the jurisdiction of Customer's organization; (ii) the execution and delivery by Customer of this Agreement and the performance of its obligations hereunder have been duly authorized by proper organizational proceedings, and this Agreement constitutes the legal, valid, and binding obligation of the Customer.
 - c. Customer has read and understands the provisions contained in this Agreement and agrees to be bound by such terms and conditions.
7. Indemnification. Customer hereby agrees to indemnify, hold harmless, make payment to Community Check Cashing and reimburse Community Check Cashing for any losses, expenses, including reasonable attorney's fees and costs incurred by Community Check Cashing resulting from any check items presented by Customer hereunder or due to any breach of this Agreement by Customer. In such an event, Community Check Cashing shall have the right to designate counsel of its choice, such reasonable counsel fees and costs to be paid by Customer.
8. NO SPECIAL DAMAGES. IN NO EVENT SHALL COMMUNITY CHECK CASHING BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT COMMUNITY CHECK CASHING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Personal Guaranty. Customer hereby agrees to provide a Dishonored Check Personal Guaranty in the form attached hereto and duly executed by the Customer or its legal representative.

10. Miscellaneous.

- a. This Agreement shall be governed by and interpreted under the laws of the State of New Jersey and, to the extent applicable, the United States of America.
- b. This Agreement expresses fully the entire understanding and agreement of the parties concerning the subject matter hereof, and all prior understandings and commitments of any kind, whether oral or written, concerning such subject matter are hereby superseded and canceled. This Agreement may not be amended or modified other than by a written agreement executed by all parties.

11. Term and Termination. Either party may terminate this Agreement at any time; however, all the terms, conditions, representations, warranties, and guarantees between the parties to this Agreement shall continue to apply to any and all transactions and the results therefrom undertaken between the parties pursuant to this agreement prior to the date of termination. In addition, the indemnification provisions of this Agreement (Paragraph 8) shall survive termination.

IN WITNESS WHEREOF, Community Check Cashing Inc. and Customer have executed this Agreement.

Community Check Cashing Inc.

By:

Customer (Business Name):

Customer Name:

Customer Signature:

Date: