

VENDING MACHINE PLACEMENT AGREEMENT

This Vending Machine Placement Agreement (the "Agreement") is entered into on this [Date] (the "Effective Date"), by and between:

Vending Machine Owner: Name of Vending Machine Owner: [Your Name or Business Name] Address of Vending Machine Owner: [Your Address] Phone Number of Vending Machine Owner: [Your Phone Number] Email Address of Vending Machine Owner: [Your Email Address]

Location/Business Owner: Name of Location/Business Owner: [Location/Business Name] Address of Location/Business Owner: [Location/Business Address] Phone Number of Location/Business Owner: [Location/Business Phone Number] Email Address of Location/Business Owner: [Location/Business Email Address]

RECITALS:

Vending Machine Owner owns and operates vending machines (the "Vending Machines").

Location/Business Owner desires to have a Vending Machine placed at their location (the "Location").

NOTE "This is a legally binding agreement that will become final within seven (7) business days. During this period you may choose to consult an attorney who can review and cancel the agreement. See section on attorney review for details."

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Placement of Vending Machine:

1.1 Vending Machine Owner agrees to place one (1) Vending Machine at the Location identified above. The specific location of the Vending Machine shall be [placement of the machine]

2. Responsibilities of Vending Machine placement:

2.1 Vending Machine Owner shall be responsible for maintaining and servicing the Vending Machine, ensuring it is stocked, and keeping it in good working condition during the term of this Agreement.

2.2 Vending Machine Owner shall provide a contact person and contact information for any service or maintenance requests by Location/Business Owner. Should the machine display issues or require maintenance, the location business owner shall contact [the vending machine owner] to inform of the need for maintenance.

2.3 Refunds: The location owner is not responsible for providing a refund for product from the vending machine(s). If a customer feels unsatisfied or did not obtain an item from the machine after providing payment for said item, the customer shall follow the instructions printed on the machine to obtain a refund.

The instructions state:

[List specific details here for refund instructions]

2.4 Machine Access: The vending machine shall be placed at [SPECIFIC LOCATION ON THE PROPERTY]. The location manager shall provide access to the machine consisting of [UPDATE AS APPROPRIATE how to access the machine]. The machine may change from time to time as new technology, upgraded machines or other factors become available. The machine may be moved [PATH IN BUILDING TO MOVE MACHINE] if a new placement is deemed appropriate.

2.5 Utilities: The vending machine requires [POWER / WATER HOOK-UP / ECT] and shall be plugged into the location power plug [LIST REQUIREMENT FOR WATER HOOK-UP, ETC]. The vending machine requires [LIST VENDING

MACHINE POWER REQUIREMENT]. If the location power is going to be uninterrupted for any length of time due to construction requirements or other issues, the location manager shall contact the vending machine owner at [CONTACT EMAIL / PHONE NUMBER]. Additionally, there will be a credit card reader which requires WIFI access to verify credit card numbers. [LIST IF THERE WILL BE WIFI REQUIREMENT FOR VIDEO CAMERA].

3. Compensation: [There [WILL / NOT] be any commission or other payment for the placement of the vending machines at the location. NOTE: UPDATE AS APPROPRIATE]

3.1 Location/Business Owner shall receive a commission on the net revenue generated by the Vending Machine placed at the Location. The commission rate shall be provided on a percent of the net obtained quarterly from the vending machine.

3.1.1 The commission for the machine shall be paid as a graduated tiered approach with graduating compensation paid when net revenue reaches specific plateaus.

3.1.1.1 Plateau one is revenue commission paid to the location owner on the gross net revenue which reaches between \$251 to \$500 and shall be paid at 3%.

3.1.1.2 Plateau two is revenue commission paid to the location owner on the gross net revenue which reaches between \$501 and \$750 and shall be paid at 5%.

3.1.1.3 Plateau three is a revenue commission paid the the location owner on the gross net revenue which reaches beyond \$750 and shall be paid at 8%.

3.2 Commissions shall be paid to Location/Business Owner on a Quarterly basis, within [Number] days following the end of each Quarter. The following documents shall provide evidence of and justification for the commission calculations. [LIST DOCUMENTS].

3.3 [PAYMENT FOR ELECTRICITY WILL BE AS FOLLOWS:]

4. Term:

4.1 This Agreement shall commence on [DATE] and shall continue for an initial term of [Initial Term] months.

4.2 Upon the expiration of the initial term, this Agreement may be renewed for successive terms of [Renewal Term] months each, unless either party provides written notice of termination at least [Notice Period] days before the end of the current term.

5. Termination:

5.1 Either party may terminate this Agreement with written notice if the other party breaches any material term or condition of this Agreement and fails to remedy such breach within [Cure Period] days of receiving written notice of the breach.

5.2 Upon termination or expiration of this Agreement, the Vending Machine Owner shall remove the Vending Machine from the Location promptly and settle any outstanding amounts owed to Location Manager.

6. Confidentiality:

6.1 Both parties agree to keep all information related to this Agreement, including financial terms and sales data, confidential.

7. Governing Law:

7.1 This Agreement shall be governed by and construed in accordance with the laws of the state of [State], without regard to its conflict of laws principles.

8. Study by an Attorney: Both parties may choose to have an attorney study this agreement. If any attorney is consulted, the attorney must complete the review of the agreement within a seven (7) business day period. This lease will be legally binding at the end of this seven (7) business day period unless an attorney reviews and disapproves of the agreement.

8.1 Counting the Time: You count the three (3) business days from the date of delivery of the signed agreement. You do not count Saturdays, Sundays or legal

holidays. Both parties may agree in writing to extending the seven (7) business day period for an attorney review.

8.2 Partial Invalidity: Nothing contained in this Agreement shall be construed as waiving any of either party's rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

8.3 Notice of Disapproval; If an attorney for either party reviews and disapproves of this agreement, the attorney must notify the other parties named in this agreement within the seven (7) business day period. Otherwise this agreement will be legally binding as written.

9. Entire Agreement:

9.1 This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings, oral or written, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Vending Machine Placement Agreement as of the Effective Date.

Vending Machine Owner:

[Your Signature]

[Your Name (printed)]

Location/Business Owner:

[Location/Business Owner's Signature]

[Location/Business Owner's Name (printed)]

Please note that this is a general template, and you should seek legal advice to ensure that it meets your specific needs and local regulations. Both parties should carefully review and agree to the terms before signing the contract.