**Five – O Vending**

**Vending Machine Service Agreement**

This Agreement is entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as the ‘Proprietor’) and **Five – O Vending** (hereinafter referred to as 'Operator').

Operator is a limited liability company with its principal place of business at 10600 S. Pennsylvania Ave; Sutie 16-333; Oklahoma City, OK 73170. Operator is engaged in the business of installing and operating automatic vending machines at various business locations and of selling articles of merchandise, food, and beverages to the public through such machines. Proprietor is the owner and operator of a business establishment located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Operator desires to install automatic vending machine(s) on the premises of Proprietor for the sale of drinks, foods, chips, candy, pastries and other snack foods and Proprietor desires to grant Operator permission for such purposes on the terms and conditions contained in this agreement. Therefore, in consideration of the mutual covenants and promises contained herein, it is hereby agreed as follows:

**ARTICLE 1**

**EXCLUSIVE GRANT**

Proprietor hereby grants to Operator the exclusive right and privilege to install, operate, and maintain vending machines on the premises of Proprietor located at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** and it is expressly understood and agreed that all sales of food, snacks, and beverages or other merchandise on the aforementioned premises of Proprietor shall be by means of those vending machines installed and operated by Operator. Proprietor shall not cause or permit the sale of such items with the operation of vending machines by any other person, firm, or corporation including Proprietor.

**ARTICLE 2**

**INSTALLATION OF MACHINES**

Operator shall install on the premises of the Proprietor at such locations as are mutually agreed upon by the parties, **\_\_\_\_\_\_\_ ( ) drink machine(s) and \_\_\_\_\_\_ ( ) snack machine(s).**

**Estimated/approximate delivery/installation date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ARTICLE 3**

**REMOVAL AND REPLACEMENT OF MACHINES**

Operator shall have the right to remove any of the machines installed on the premises of the Proprietor under this Agreement and to replace any such machine with a vending machine of similar type, quality and appearance.

**ARTICLE 4**

**INCREASE OR DECREASE IN NUMBERS OF MACHINES**

Operator shall have the right to increase or decrease the number of machines installed on the premises of Proprietor, to adjust to changes in demand, sales, or economic conditions, provided however, at least one machine shall be provided at all time during the term of this Agreement. Proprietor shall have the right to impose restrictions on the number or placement of machines where such number or placement would interfere with the normal operation of Proprietor's business.

**ARTICLE 5**

**TERM**

This Agreement shall commence or **within thirty (30) days after execution of this Agreement / after the placement of the machine(s) / on the expected delivery/installation date listed in Article 3** and shall be in effect for an unspecified term and continued unless notice of termination is given by either party to the other in writing at least thirty (30) days prior. A pick up fee of $75.00 per machine will be charged for notices less than 30 days.

**ARTICLE 6**

**OWNERSHIP OF MACHINES**

It is understood and agreed by and between the parties that the vending machines installed on the premises of Proprietor by Operator are and shall remain the property of Operator. Upon termination of this Agreement by any means, Operator shall have the right without further notice to Proprietor to remove any and all vending machines belonging to Operator which have been installed on the premises of Proprietor within a reasonable amount of time.

**ARTICLE 7**

**SELECTION AND PRICING**

Operator shall keep the machines stocked at all times with sufficient quantities of assorted snacks and beverages to insure continuous service to patrons of Proprietor. Operator shall have sole control over the selection of brands of such items to be offered for sale through the vending machines and of the prices at which they are offered for sale, but he shall to the extent possible, seek to offer the patrons of Proprietor a wide selection of brands at competitive prices.

**ARTICLE 8**

**RISK OF DAMAGE TO MACHINES**

Except as may be attributable to Proprietor by reason of the negligence of its officers, agents, or employees, Operator assumes partial risk and responsibility for any loss, destruction, or damage occurring to the vending machines. Operator reserves the right of compensation from Proprietor from losses incurred as the result of damage to machines by those employed by Proprietor as a result of vandalism, movement or other negligence. Proprietor accepts potential risk of machines including potential damage/scratching of floors from shaking/moving machines, electrical power or failure, etc

**ARTICLE 9**

**MAINTENANCE AND SERVICE**

Operator shall regularly inspect, service, clean, and maintain the described vending machines and shall keep them operating and in good working order, at all times promptly maintaining them in a clean and sanitary condition in accordance with all applicable federal, state and local laws.

**ARTICLE 10**

**NOTIFICATION OF MACHINE FAILURE**

Proprietor agrees to notify Operator promptly of any failure of the vending machines to function properly and further agrees to permit only authorized agents of Operator to remove, open, or in any way tamper with the machines.

**ARTICLE 11**

**UTILITIES**

Proprietor shall furnish and bear the cost of all utilities necessary for the operation of the vending machines installed under this Agreement and shall furnish suitable utility outlets for use by such machines. Proprietor shall provide continuous service to the machines and machine areas and shall not cause or permit the interruption of such service except in the event of an emergency.

**ARTICLE 12**

**FEES AND TAXES**

Operator shall be responsible for and shall pay all state, county, and city license fees and sales or other merchandising taxes that may be imposed on the sales of merchandise through its vending machines.

**ARTICLE 13**

**RELATION OF PARTIES**

It is the intention of the parties that Operator be an independent contractor hereunder, and that no agency or employment relationship be created by this Agreement.

**ARTICLE 14**

**COMPLIANCE WITH LAWS**

Each party shall comply with all federal, state, local, or other laws or regulations applicable to the sale of merchandise through vending machines.

**ARTICLE 15**

**TERMINATION OF AGREEMENT**

15.1 This Agreement may be terminated by either party if the other party defaults in the performance of an obligation or materially breaches any of the terms or conditions of this Agreement and fails to cure such default or breach within thirty (30) days after service of written notice of such default or breach.

15.2 This Agreement may be terminated at any time by Operator by reason of unprofitability of the operation by giving thirty (30) notice in writing to Proprietor.

**ARTICLE 16**

**ASSIGNMENT**

This Agreement shall not be assign able by either party without the prior written consent of the other party. Subject to the forgoing limitation, this Agreement shall endure to the benefit of and be binding upon the successors and assigns of the respective parties.

**ARTICLE 17**

**ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and supersedes any and all agreements, understandings, statements, or representations either oral or in writing.

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Operator Proprietor

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Printed name/title of Operator Printed name/title of Proprietor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date