



## Fresh Healthy Vending Machine Agreement

This Agreement is entered into by and between

'Operator' \_\_\_\_\_ Contact Name \_\_\_\_\_ and,

'Customer' \_\_\_\_\_ Contact Name \_\_\_\_\_

### TERMS

1. Operator has a principal place of business at:

Address: \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Ph \_\_\_\_\_ Email \_\_\_\_\_

Operator is engaged in the business of installing and operating automatic healthy vending machines at various locations.

2. Customer is the owner and operator of a business establishment located at:

Address: \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Ph \_\_\_\_\_ Email \_\_\_\_\_

3. Operator desires to install \_\_\_\_\_ **Fresh Healthy** vending machines on the premises of Customer for the sale of health food items both snack and beverage.

4. Customer hereby grants to Operator the right and privilege to install, operate, and maintain **Fresh Healthy** vending machines on the premises of Customer.

### INSTALLATION OF MACHINES

5. Operator shall install on the premises of the Customer at such locations as are mutually agreed upon by the parties.

### COMPENSATION

6. Operator shall pay to Customer (insert commission) \_\_\_\_\_%(net) for the exclusive right to sell assorted "**healthy**" snack and beverages provided from sales through the vending machines

### RECORDS AND STATEMENTS

7. Operator shall maintain a complete and accurate record of all sales made through the **Fresh Healthy** vending machines located on the premises of Customer and covered by this Agreement and shall within submit a statement of such sales and of the commissions due the Customer. Payment in full for such commissions due shall be paid on the last day of each calendar month.

## TERM

8. This Agreement shall commence upon delivery and installation of the first vending machine/s and shall be for a term of \_\_12, \_\_24, \_\_36 months from the commencement date. This agreement shall be renewed automatically and continue for successive periods, unless notice of termination is given by either party to the other within a 45 day written notice without penalty.

## OWNERSHIP OF MACHINES

9. It is understood and agreed by and between the parties that the **Fresh Healthy** vending machines installed on the premises of Customer 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 Customer to remove any and all **Fresh Healthy** vending machines belonging to Operator.

## SELECTION AND PRICING

10. Operator shall keep the **Fresh Healthy** vending machines stocked at all times with sufficient quantities of assorted snacks and beverages to ensure continuous service to patrons of Customer. Operator will seek to offer the patrons of Customer a wide selection of brands at competitive prices and will also be willing to offer products at the suggestion of the Customer or its customers.

## MAINTENANCE AND SERVICE

11. Operator shall regularly inspect, service, clean, and maintain the described **Fresh Healthy** 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.

## INSURANCE

12. Operator shall obtain both Product Liability and Public Liability insurance policies. A copy of this policy can be provided upon request.

## TERMINATION OF AGREEMENT

13. 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 3 days after service of written notice upon him of such default or breach.

## LOCATION INFORMATION

- Number of vending machines presently in your location: \_\_\_\_\_
- Any contracts with current vending: YES \_\_\_\_ NO \_\_\_\_
- Number of staff / students \_\_\_\_\_
- Visitors per day that have access to the vending machines: \_\_\_\_\_

## SIGNATURES

Dated: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Operator Name: \_\_\_\_\_

Operator Signature: \_\_\_\_\_