

Vending Machine Contract

This **Vending Machine Agreement** ("**Agreement**") is entered into on _____ ("**Effective Date**"), by and between the following parties;

Location Owner

Vending Machine Operator

The Location Owner and the Vending Machine Operator may be referred to individually as a "**Party**" and collectively as the "**Parties**".

1. Purpose of Agreement

The purpose of this Agreement is to set out the terms and conditions under which the Operator shall install, operate, service, and maintain one or more vending machines at the Location Owner's premises, and under which the Location Owner grants permission for such placement and operation.

2. Location of Vending Machine

The vending machine(s) shall be installed and operated at the following location ("**Premises**");

Address:

Specific Placement Area (*if applicable*):

The Location Owner grants the Operator access to the Premises for purposes of installation, stocking, servicing, maintenance, repair, and removal of the vending machine(s), subject to reasonable rules of access and operating hours.

3. Term of Agreement

This Agreement shall commence on the Effective Date and shall continue for an initial term of _____, unless terminated earlier in accordance with this Agreement.

Upon expiration of the initial term, this Agreement may automatically renew for successive periods of _____, unless either Party provides written notice of non-renewal at least _____ days prior to the end of the then-current term.

4. Ownership of Vending Machines

All vending machines installed under this Agreement shall remain the sole property of the Vending Machine Operator at all times. No provision of this Agreement shall be construed as transferring ownership or creating any security interest in favor of the Location Owner.

5. Installation and Removal

The Operator shall install the vending machine(s) at its own expense and shall ensure that installation does not cause damage to the Premises. Upon termination or expiration of this Agreement, the Operator shall remove the vending machine(s) within a reasonable period and restore the Premises to substantially the same condition as prior to installation, reasonable wear and tear excepted.

6. Products and Pricing

The Operator shall determine the selection of products offered in the vending machine(s), subject to reasonable approval by the Location Owner. Pricing of products shall be determined solely by the Operator unless otherwise agreed in writing.

The Operator shall comply with all applicable laws and regulations relating to product safety, labeling, expiration dates, and consumer protection.

7. Stocking, Service and Maintenance

The Operator shall be responsible for regularly stocking, cleaning, servicing, and maintaining the vending machine(s) in good working condition. The Operator shall promptly repair or replace any malfunctioning machine or component. The Location Owner shall promptly notify the Operator of any observed malfunction, damage, or operational issue.

8. Utilities

Unless otherwise agreed in writing, the Location Owner shall provide access to electricity required for operation of the vending machine(s) at no charge to the Operator. The Operator shall ensure that the vending machine(s) are energy efficient and compliant with applicable safety standards.

9. Compensation and Revenue Sharing

As consideration for the placement of the vending machine(s), the Operator shall compensate the Location Owner with a fixed monthly fee of _____. Payments shall be made on a _____ basis and accompanied by a sales report upon request.

10. Taxes

The Operator shall be responsible for all taxes, fees, and governmental charges arising from the operation of the vending machine(s), including but not limited to sales tax, value-added tax, and income tax related to vending sales.

11. Liability and Indemnification

The Operator shall be responsible for any damage, loss, or injury caused by the vending machine(s), except to the extent caused by the negligence or willful misconduct of the Location Owner.

The Operator agrees to indemnify, defend, and hold harmless the Location Owner from and against any claims, damages, liabilities, costs, or expenses arising out of the installation, operation, maintenance, or removal of the vending machine(s).

12. Damage or Loss

The Location Owner shall not be responsible for theft, vandalism, or damage to the vending machine(s), except where such damage is caused by the Location Owner's negligence or intentional acts.

13. Compliance with Laws

Both Parties shall comply with all applicable laws, regulations, and local ordinances relating to the subject matter of this Agreement, including health, safety, and accessibility requirements.

14. Termination

Either Party may terminate this Agreement for convenience by providing _____ days' prior written notice to the other Party. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within _____ days after receipt of written notice.

Upon termination, the Operator shall remove the vending machine(s) in accordance with this Agreement.

15. Assignment

The Operator may not assign or transfer this Agreement without the prior written consent of the Location Owner, which shall not be unreasonably withheld. Any unauthorized assignment shall be void.

16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. The courts of that jurisdiction shall have exclusive authority to resolve any disputes arising under this Agreement.

Location Owner

Name

Date

Signature

Vending Machine Operator

Name

Date

Signature



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