

Vending Contract

This **Vending Contract** (hereinafter referred to as the “Contract”) is entered into as of _____ by and between _____, with a mailing address of _____ (hereinafter referred to as the “Owner”) and _____, with a mailing address of _____ (hereinafter referred to as the “Vendor”), collectively referred to as the “Parties,” both of whom agree to be bound by this Contract.

1. Purpose. The Owner’s business is located at _____ (hereinafter referred to as the “Premises”). The specific locations within the Premises are to be mutually agreed upon within the Premises of the Owner. The Vendor may place vending machines for the sale of the following items within the Premises of the Owner:

2. Maintenance. The Vendor shall maintain the machines in good working order and regularly maintain and clean them so that they do not detract from the appearance of the business Premises of the Owner. The Owner may terminate this license and require that Vendor remove the machines in the event that the machines are unsightly or malfunction and reasonably detract from the Owner’s reputation.

3. Limitation of Liability. The Vendor shall release the Owner from all liabilities related to or arising out of the use of the machine(s).

4. Term. This Contract shall commence upon _____, as stated above, and will continue until _____.

5. Compensation. In consideration of the license to place the machines on the Premises of the Owner, the gross sums collected from the machine's operation shall be split as follows:

- The Owner shall receive _____%
- The Vendor shall receive _____%

6. Payment. Accountings and payments shall be made monthly. The Owner or its representative shall be entitled to audit the books and records of the Vendor to determine the accuracy of the accounting.

7. Utilities. Any water or other utility service required for the machines shall be installed at the expense of the Owner.

8. Termination. This Contract may be terminated at any time by either Party upon _____ days written notice to the other party. Upon termination, the Vendor will have _____ to remove their machine(s) from the Owner's Premises.

9. Legal and Binding Contract. This Contract is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Contract.

10. Governing Law and Jurisdiction. The Parties agree that this Contract shall be governed by _____ law.
State

11. Entire Contract. The Parties acknowledge and agree that this Contract represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

OWNER

VENDOR

Name: _____

Name: _____

Signed: _____

Signed: _____

Date: _____

Date: _____