



## **Vending Machine Placement Agreement**

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

### **Vendor:**

NVvending.com

805 Fremont St

Fernley, NV 89408

775-741-0169

LisaB@NVvending.com

("Vendor")

### **Business Owner:**

[Business Name]

[Business Address, Fernley, NV]

[Business Owner's Name]

[Business Phone Number]

("Business Owner")

## **1. Purpose**

The Vendor agrees to install, operate, and maintain one or more vending machines ("Equipment") at the Business Owner's premises located at [Business Address, Fernley, NV] ("Premises"). The Business Owner agrees to provide space for the Equipment under the terms of this Agreement.

## **2. Term**

This Agreement begins on [ ] and continues for an initial term of 12 months, unless terminated earlier as provided herein. The Agreement will automatically renew for additional 12-month terms unless either party provides written notice of termination at least 30 days prior to the end of the current term.

## **3. Placement and Access**



- a. The Business Owner grants the Vendor permission to place [number, e.g., one] vending machine(s) at the Premises in a mutually agreed-upon location.
- b. The Business Owner will provide reasonable access to the Vendor for installation, maintenance, restocking, and servicing of the Equipment during normal business hours.
- c. The Business Owner will ensure the Equipment is connected to a suitable electrical outlet, if required, at no cost to the Vendor.

#### **4. Responsibilities of the Vendor**

- a. The Vendor will install, stock, and maintain the Equipment in good working condition.
- b. The Vendor will ensure the Equipment is stocked with fresh, high-quality products, including [e.g., snacks, beverages, etc.].
- c. The Vendor will service the Equipment promptly in response to any reported issues.
- d. The Vendor will maintain appropriate liability insurance for the Equipment and provide proof of insurance upon request.
- e. The Vendor will comply with all applicable local, state, and federal laws, including health and safety regulations.

#### **5. Responsibilities of the Business Owner**

- a. The Business Owner will provide a secure, clean, and accessible space for the Equipment.
- b. The Business Owner will not tamper with, relocate, or modify the Equipment without the Vendor's consent.
- c. The Business Owner will notify the Vendor promptly of any issues with the Equipment.
- d. The Business Owner will not allow competing vending machines on the Premises during the term of this Agreement.

#### **6. Revenue Sharing**

The Business Owner will receive no commission, and the Vendor retains all revenue from the Equipment in exchange for providing the vending service at no cost to the Business Owner.

#### **7. Maintenance and Repairs**



- a. The Vendor is responsible for all maintenance and repair costs of the Equipment, unless damage is caused by the Business Owner's negligence or willful misconduct.
- b. The Business Owner will not be responsible for any costs related to the Equipment's operation or maintenance.

## **8. Termination**

- a. Either party may terminate this Agreement with, 30 days written notice to the other party.
- b. The Vendor may terminate the Agreement immediately if the Business Owner breaches any terms, including allowing competing vending machines or tampering with the Equipment.
- c. Upon termination, the Vendor will remove the Equipment within, 7 days and restore the Premises to its original condition, reasonable wear and tear excepted.

## **9. Liability and Indemnification**

- a. The Vendor will indemnify and hold harmless the Business Owner from any claims arising from the operation or malfunction of the Equipment, except when caused by the Business Owner's negligence.
- b. The Business Owner will indemnify and hold harmless the Vendor from any claims arising from the condition of the Premises, except when caused by the Vendor's negligence.

## **10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any disputes will be resolved in the courts of Lyon County, Nevada.

## **11. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements. Any amendments must be made in writing and signed by both parties.

## **12. Signatures**



By signing below, the parties agree to be bound by the terms of this Agreement.

**Vendor:**

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

Name: **NVvending.com**

Date: \_\_\_\_\_

**Business Owner:**

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

Name: [Business Owner's Name]

Date: \_\_\_\_\_