

VENDING MACHINE AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Vending Machine Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[OPERATOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [OPERATOR ADDRESS] (the "**Operator**"); and

[LOCATION OWNER LEGAL NAME], a [STATE] [ENTITY TYPE] (or an individual) with its principal place of business or address at [LOCATION OWNER ADDRESS] (the "**Location Owner**").

Operator and Location Owner are each a "**Party**" and together the "**Parties**."

Recitals. Location Owner controls the premises located at [LOCATION ADDRESS] (the "**Premises**") and wishes to permit Operator to install, stock, and service vending machines for the convenience of persons at the Premises. Operator is in the business of operating vending machines and wishes to place one or more machines at the Premises on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Placement and Equipment

1.1 Grant of placement rights. Location Owner grants Operator a license to place, install, operate, stock, and service [NUMBER] vending machine(s) (each a "**Machine**" and together the "**Machines**") at the locations within the Premises described in **Exhibit A** or as the Parties otherwise agree in writing.

1.2 Machine specifications. Each Machine will dispense [PRODUCTS, e.g. snacks, cold beverages, hot beverages]. Operator will provide Machines that are clean, in good working order, and compliant with applicable safety and electrical standards.

1.3 Ownership of equipment. Each Machine, its components, and the inventory inside it remain the sole property of Operator at all times. No provision of this Agreement transfers any ownership interest in the Machines to Location Owner.

1.4 Installation and removal. Operator will install the Machines at its own expense and will remove them at the end of this Agreement, restoring the affected area to substantially its prior condition, ordinary wear and tear excepted.

2. Term and Renewal

2.1 Initial term. This Agreement begins on the Effective Date and continues for an initial term of [NUMBER] [months/years] (the "**Initial Term**"), unless terminated earlier under Section 8.

2.2 Renewal. After the Initial Term, this Agreement automatically renews for successive [NUMBER]-[month/year] periods (each a "**Renewal Term**") unless either Party gives written notice of non-renewal at least [NUMBER, e.g. 30] days before the end of the then-current term. The Initial Term and any Renewal Terms are together the "**Term**."

2.3 Holdover. If Operator continues to operate Machines at the Premises after the Term with Location Owner's consent, the arrangement continues on a month-to-month basis under these terms until terminated by either Party on [NUMBER] days' written notice.

3. Revenue and Commissions

3.1 Commission to Location Owner. Operator will pay Location Owner a commission equal to [PERCENTAGE]% of [Net Sales / Gross Sales] from the Machines, calculated as described in Section 3.2 (the "Commission").

3.2 Definition of Net Sales. "Net Sales" means the total amount collected from the Machines, less applicable sales and similar taxes and less the cost of refunds and recognized product spoilage. "Gross Sales" means total amounts collected before any deductions. The Parties will use whichever definition is checked or stated in Exhibit A.

3.3 Reporting and payment. Operator will deliver to Location Owner a written sales statement and the Commission payment [MONTHLY / QUARTERLY], within [NUMBER, e.g. 15] days after the end of each period, payable by [CHECK / ACH / OTHER].

3.4 Records and audit. Operator will keep accurate records of sales for each Machine. On reasonable prior notice and no more than [NUMBER, e.g. once] per year, Location Owner may inspect those records during business hours, at Location Owner's expense, to verify Commission calculations.

4. Servicing, Stocking, and Maintenance

4.1 Stocking. Operator will keep the Machines reasonably stocked and will restock on a schedule consistent with demand at the Premises.

4.2 Maintenance and repair. Operator is responsible for all maintenance, cleaning of the Machines, and repair. Operator will respond to a reported malfunction within [NUMBER] business hours and will repair or replace a malfunctioning Machine within a reasonable time.

4.3 Cash and product handling. Operator is solely responsible for collecting cash, servicing payment systems, and managing inventory. Location Owner has no duty to handle cash, product, or refunds.

4.4 Refunds. Operator will provide a reasonable means for customers to obtain refunds for failed transactions, such as a posted telephone number or contactless support, and will honor valid refund requests.

5. Utilities, Space, and Access

5.1 Space and utilities. Location Owner will provide, at no charge to Operator, suitable floor space and access to standard electrical power adequate to operate the Machines, unless the Parties agree otherwise in Exhibit A.

5.2 Access. Location Owner will give Operator and its personnel reasonable access to the Machines during [hours, e.g. normal business hours] to stock, service, collect from, maintain, and remove the Machines.

5.3 Security. Location Owner will take reasonable measures consistent with how it secures its own property to discourage vandalism or theft, but Location Owner does not guarantee the security of the Machines or their contents.

6. Exclusivity

6.1 Exclusive placement. During the Term, Location Owner will not permit any other vending operator to place competing vending machines at the Premises, except [describe any carve-outs, or "none"]. [Delete this

Section if the placement is non-exclusive.]

6.2 **Non-exclusive alternative.** If the placement is non-exclusive, Location Owner may permit other operators, provided it does so on commercially reasonable terms that do not unfairly disadvantage the Machines.

7. Insurance and Liability

7.1 **Operator insurance.** Operator will maintain commercial general liability insurance of at least [AMOUNT] per occurrence and, on request, will name Location Owner as an additional insured and provide a certificate of insurance.

7.2 **Allocation of risk.** Operator is responsible for claims arising from the condition or operation of the Machines and the products dispensed. Location Owner is responsible for claims arising from the condition of the Premises, except to the extent caused by Operator.

7.3 **Limitation of liability.** Except for indemnified claims and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and each Party's aggregate liability is limited to the total Commissions paid or payable in the [NUMBER, e.g. 12] months before the event giving rise to the claim.

7.4 **Mutual indemnification.** Each Party will defend and indemnify the other against third-party claims arising from the indemnifying Party's negligence, willful misconduct, or breach of this Agreement, subject to prompt notice and cooperation.

8. Termination

8.1 **Termination for convenience.** Either Party may terminate this Agreement for convenience on [NUMBER, e.g. 30] days' prior written notice.

8.2 **Termination for cause.** Either Party may terminate immediately on written notice if the other Party materially breaches and fails to cure within [NUMBER, e.g. 15] days after written notice describing the breach.

8.3 **Effect of termination.** On termination, Operator will pay all Commissions accrued through the termination date and will remove the Machines within [NUMBER] days. Amounts accrued before termination remain payable.

9. General Provisions

9.1 **Independent contractors.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.2 **Compliance with law.** Each Party will comply with applicable laws, including health, food-safety, and product-labeling rules that apply to its role.

9.3 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.4 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

9.5 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.6 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

9.7 **Entire agreement; amendment.** This Agreement, including its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.8 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.9 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OPERATOR	LOCATION OWNER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.