VENDING MACHINE PLACEMENT AGREEMENT

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

[Property Owner's Legal Name], a [State] [entity type, e.g., corporation, LLC, or individual], with a business address at [address] ("Owner"),

and

[Vending Operator's Legal Name], a [State] [entity type], with a business address at [address] ("Operator").

Owner and Operator may be referred to individually as a "Party" and together as the "Parties."

BACKGROUND

A. Operator is in the business of supplying, installing, and servicing vending machines.
B. Owner controls the property located at [property address] (the "Premises").
C. Owner wishes to grant Operator the right to install and operate vending machines at the Premises, and Operator agrees to do so under the terms set forth herein.

NOW, THEREFORE, the Parties agree as follows:

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1. INSTALLATION AND LOCATION

1.1 **Placement.** Operator may install vending machines ("Machines") only in locations mutually agreed upon in writing by the Parties.
1.2 **Ownership.** All Machines shall remain the property of Operator.
1.3 **Signage.** Operator may use reasonable signage in connection with the Machines, subject to Owner's prior written approval.

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2. COMPENSATION

2.1 **Revenue Share or Rent.** In exchange for the right to place the Machines, Operator shall compensate Owner by either:

(a) paying ***% of the Machines' gross sales generated at the Premises each month, or (b) paying a fixed rental amount of $*** per Machine per month.

2.2 **Reports and Payment.** Operator shall provide monthly sales statements and remit payment to Owner within fifteen (15) days after the close of each month.

2.3 **Audit.** Upon reasonable notice, Owner may review Operator's relevant records once per calendar year.

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3. TERM AND TERMINATION

3.1 **Term.** The Agreement shall remain in effect for ___ years from the Effective Date (the "Initial Term") unless terminated earlier.

3.2 **Renewal.** Upon expiration of the Initial Term, the Agreement shall automatically renew for successive one-year terms unless either Party provides sixty (60) days' written notice of non-renewal.

3.3 **Termination for Breach.** Either Party may terminate this Agreement if the other materially violates its terms and fails to cure such violation within thirty (30) days after written notice.

3.4 **Termination for Convenience.** Either Party may terminate this Agreement for any reason upon ninety (90) days' written notice.

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4. OPERATOR RESPONSIBILITIES

4.1 **Servicing.** Operator shall keep the Machines stocked, clean, and in safe working order.

4.2 **Repairs.** Operator shall promptly repair or replace malfunctioning Machines and shall respond to service requests within [__] hours.

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5. RISK OF LOSS

Operator bears all risk of theft, vandalism, or other damage to the Machines. Owner shall not be responsible for losses except those directly caused by its gross negligence or intentional misconduct.

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6. INSURANCE

Operator shall, at its own expense, maintain the following insurance coverage:

(a) General liability insurance of at least $1,000,000 per occurrence;

(b) Workers' compensation insurance as required by law; and

(c) Property insurance covering the Machines.
Operator shall provide proof of insurance to Owner upon request.

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7. LIMITATION OF LIABILITY

Neither Party shall be liable to the other for indirect, incidental, or consequential damages, except where such damages arise from indemnification obligations or intentional misconduct.

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8. CONFIDENTIALITY

Each Party shall keep confidential any non-public information received from the other, except as necessary to perform under this Agreement or as required by law.

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9. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that:
(a) it has full authority to enter into this Agreement;
(b) entering into this Agreement does not conflict with any other agreements or obligations; and
(c) Operator warrants that its Machines and products will comply with all laws and regulations.

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10. INDEMNIFICATION

Each Party (the “Indemnifying Party”) shall defend, indemnify, and hold harmless the other Party from all claims, damages, and expenses resulting from the Indemnifying Party’s negligence, breach of this Agreement, or intentional misconduct.

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11. RELATIONSHIP OF THE PARTIES

The Parties are independent contractors. This Agreement shall not be construed to create a partnership, joint venture, or employment relationship.

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12. ASSIGNMENT

Neither Party may assign its rights or obligations under this Agreement without the other Party’s written consent, except in connection with a merger, sale, or transfer of substantially all assets. This Agreement binds and benefits the Parties and their permitted successors.

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13. DISPUTE RESOLUTION

13.1 **Negotiation.** The Parties shall first attempt to resolve disputes through good faith negotiations.
13.2 **Mediation.** If unresolved, the Parties agree to participate in non-binding mediation in [County, State].
13.3 **Arbitration.** Any dispute not resolved by mediation shall be resolved through binding arbitration in [County, State], administered by [arbitration body, e.g., AAA].

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14. GENERAL PROVISIONS

14.1 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of [State].
14.2 **Entire Agreement.** This Agreement represents the entire understanding between the Parties regarding its subject matter and supersedes all prior discussions.
14.3 **Amendments.** Changes must be in writing and signed by both Parties.
14.4 **Notices.** Notices must be sent by certified mail, courier, or email with confirmation.
14.5 **Severability.** If any provision is held invalid, the remaining provisions shall continue in full force.

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

[Owner Name & Title]

[Operator Name & Title]