

# VENDING MACHINE

*Agreement*



This Vending Machine Service Agreement ("Agreement") is entered into as of \_\_\_\_\_, by and between:

Vending Armadillo LLC, a Texas limited liability company with its principal place of business at

5502 Denton Dr Cut Off 1516, Dallas, TX 75235 ("Vendor"), and

\_\_\_\_\_, a company with a principal place of business at

\_\_\_\_\_ ("Client").

## **WHEREAS:**

- The Vendor is engaged in the business of providing and servicing vending machines; and
- The Client desires to engage the Vendor to install, operate, and maintain vending machines at the locations specified herein; and
- The Vendor agrees to provide such services under the terms and conditions set forth in this Agreement.

## **A. Scope of Services**

The Vendor shall deliver and install vending machines ("Machines") at the location(s) agreed upon by both parties. The Vendor will ensure all Machines are in good working order upon installation and shall be responsible for:

- Ongoing operation and maintenance
- Regular restocking and cleaning
- Performing repairs or software updates as necessary

The product assortment shall be mutually agreed upon and may be substituted with comparable items at the Vendor's discretion as needed.

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## **B. Term and Termination**

This Agreement shall remain in effect until either party chooses to terminate it. Either the Vendor or the Client may terminate this Agreement at any time, for any reason, by providing the other party with 15 days' written notice. Upon termination, the Vendor shall remove all vending machines from the Client's premises within 10 business days.

## **C. Ownership**

All vending machines and their contents remain the sole property of the Vendor. This includes all intellectual property and revenue generated. The Client acquires no ownership or interest by way of this Agreement.

## **D. Theft and Vandalism**

The Vendor shall bear the cost of theft or vandalism, unless such damage is directly due to the Client's negligence or willful misconduct. The Client agrees to take reasonable precautions to ensure machines are protected and accessible.

## **E. Vendor's Obligations**

The Vendor agrees to:

- Install vending machines within 30 days of the Agreement's effective date
- Stock and restock machines in a timely manner
- Perform regular maintenance
- Respond promptly to breakdowns or repair issues

Failure to meet these obligations may result in removal of the machines at the Client's discretion due to breach of contract.

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## **F. Pricing and Commission Payments**

Product pricing will be determined solely by the Vendor and may be adjusted at the Vendor's discretion to reflect demand, costs, or market trends. The Vendor shall collect and manage all payments processed through the Machines using a secure, AI-powered vending platform.

The Location will receive a monthly commission equal to 10% of net sales generated by the Machine(s) placed at their premises. Net sales are defined as the total revenue collected after deducting the cost of goods sold (COGS), transaction processing fees, applicable taxes, restocking, and machine maintenance expenses.

Commission payments will be made electronically by the 15th of each month, covering the previous month's sales activity. Each payment will be accompanied by a detailed report outlining sales performance, expenses, and the resulting net commission. After an initial six-month period, the Vendor will conduct a performance review of the Machine's sales. Based on consistent performance and volume, the commission rate may be increased up to 20% of net sales at the Vendor's discretion to reflect strong partnership value and revenue generation.

## **H. Limitation of Liability**

Neither party shall be liable for indirect, special, or consequential damages, loss of profits, or substitute goods, except for damages caused by gross negligence or willful misconduct.

## **I. Independent Contractor**

The Vendor shall operate as an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship. The Vendor is responsible for its own taxes, insurance, and legal obligations.

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## J. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

## K. Amendment and Waiver

No amendment or waiver of any part of this Agreement shall be valid unless made in writing and signed by both parties. A waiver of any breach shall not be considered a waiver of future breaches.

By signing below, the parties agree to the terms of this Agreement effective as of the date written above.

Vendor – Vending Armadillo LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Client –

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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