

CLAW MACHINE PLACEMENT AGREEMENT

This Claw Machine Placement Agreement ("Agreement") is entered into on this ____ day of _____, 20__, by and between:

Claw Machine Business Owner ("Owner"):

Name: _____

Business Name: _____

Address: _____

City, State, ZIP: _____

Phone: _____

Email: _____

AND

Location Owner/Manager ("Location Owner"):

Name: _____

Business Name: _____

Address: _____

City, State, ZIP: _____

Phone: _____

Email: _____

WHEREAS:

1. The Owner operates a claw machine business and desires to place claw machines at the premises owned or managed by the Location Owner.

2. The Location Owner agrees to provide space for the Owner's claw machines under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Placement of Claw Machines

1.1 Location and Space: The Location Owner agrees to provide space for the placement of the following claw machines:

- [Number and type of machines]

- Specific Location within premises: _____

1.2 Installation: The Owner will install the claw machines at their own expense, ensuring minimal disruption to the Location Owner's operations.

2. Term

2.1 Initial Term: The initial term of this Agreement shall be for a period of ____ years/months, commencing on the ____ day of _____, 20__.

2.2 Renewal: This Agreement shall automatically renew for successive _____ (yr/mo) terms unless either party provides written notice of non-renewal at least 30 days prior to the end of the current term.

3. Compensation

3.1 Commission: The Owner agrees to pay the Location Owner a commission of ____% of the gross revenue generated by the vending machines placed at the location. Payments will be made on a monthly basis. OR the Owner agrees to pay the Location Owner a monthly rental fee of \$____.

3.2 Payment Method: Commission payments will be made via [payment method, e.g., check, electronic transfer] by the ____ day of each month for the previous month's revenue.

4. Maintenance and Stocking

4.1 Maintenance: The Owner shall be responsible for all maintenance and repair of the claw machines. The Location Owner shall notify the Owner immediately if any machine requires service.

4.2 Stocking: The Owner shall be responsible for keeping the claw machines adequately stocked with merchandise and ensuring that products are in good condition.

5. Utilities

5.1 Electricity: The Location Owner agrees to provide necessary electrical outlets for the operation of the claw machines at no additional cost to the Owner.

6. Insurance and Liability

6.1 Insurance: The Owner shall maintain liability insurance covering the claw machines and any potential damages or injuries caused by their operation.

6.2 Liability: The Owner agrees to indemnify and hold harmless the Location Owner from any and all claims, damages, or liabilities arising out of the installation, operation, or maintenance of the claw machines.

7. Termination

7.1 Termination by Owner: The Owner may terminate this Agreement with 30 days' written notice if the location is deemed unsuitable or unprofitable.

7.2 Termination by Location Owner: The Location Owner may terminate this Agreement with 30 days' written notice if the claw machines are not maintained or stocked as required, or if there is any breach of this Agreement by the Owner.

8. Confidentiality

8.1 Confidential Information: Both parties agree to keep confidential any proprietary or sensitive information obtained during the term of this Agreement.

9. Miscellaneous

9.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of [State].

9.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

9.3 Amendments: Any amendments to this Agreement must be in writing and signed by both parties.

9.4 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9.5 Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, sent via email, or deposited in the United States mail, postage prepaid, addressed to the respective party at the address shown above.

IN WITNESS WHEREOF, the parties hereto have executed this Claw Machine Placement Agreement as of the day and year first above written.

[Owner's Name], Owner

[Business Name]

[Location Owner's Name], Location Owner

[Business Name]