

# AUTOMATED RETAIL SERVICE AGREEMENT

Between

Director's Cut Ltd

and

Host / Contractor

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

Prepared in the State of Colorado

## A. PURPOSE

A.1 This Agreement establishes the terms and conditions governing the installation, placement, operation, and maintenance of automated retail equipment owned by Director's Cut Ltd, in accordance with applicable federal, state, and local laws, including the laws of the State of Colorado.

## B. EQUIPMENT AND INSTALLATION

### B.1 Ownership

B.1(a) All automated retail equipment, components, and related systems ("Equipment") remain the exclusive property of Director's Cut Ltd.

### B.2 Installation

B.2(a) Director's Cut Ltd shall install the Equipment at the Host's premises in a mutually agreed-upon location.

### B.3 Compliance

B.3(a) The Host shall ensure the installation area complies with ADA accessibility requirements, local zoning ordinances, and applicable building, fire, and safety codes.

## C. TERM AND TERMINATION

### C.1 Term

C.1(a) This Agreement commences on the Effective Date and continues until terminated as provided herein.

### C.2 Termination

C.2(a) Either Party may terminate this Agreement with no less than thirty (30) days' written notice unless otherwise agreed in writing.

## D. DIRECTOR'S CUT LTD RESPONSIBILITIES

D.1 Director's Cut Ltd shall install, stock, service, and maintain the Equipment.

D.2 Director's Cut Ltd shall ensure all food and beverage products comply with Colorado Department of Public Health and Environment regulations.

D.3 Director's Cut Ltd shall maintain all required licenses, permits, insurance, and regulatory documentation.

## E. HOST RESPONSIBILITIES

- E.1 Provide a safe and suitable location for the Equipment.
- E.2 Supply and pay for utilities including electricity and internet.
- E.3 Refrain from tampering with or attempting to repair the Equipment.
- E.4 Promptly report malfunctions or damage.

## **F. REVENUE AND DIVIDEND STRUCTURE**

### F.1 Revenue Allocation

F.1(a) Revenue-sharing arrangements shall be documented at execution.

### F.2 Default Rule

F.2(a) Absent a written agreement, Director's Cut Ltd retains 100% of revenue.

### F.3 Controlling Data

F.3(a) System-generated data from Director's Cut Ltd shall be controlling in the event of a dispute.

### F.4 Audit Rights

F.4(a) The Host may request one audit per calendar year.

F.4(b) If discrepancies are under 5%, the Host bears audit costs.

### F.5 Late Payments

F.5(a) Late payments accrue interest at 1.5% per month or the maximum allowed by law.

## **G. FOOD SAFETY AND COMPLIANCE**

G.1 All products must comply with Colorado retail food regulations and local health department requirements.

## **H. TAX AND REGISTRATION**

H.1 Director's Cut Ltd shall comply with vending machine registration and sales tax obligations under C.R.S. § 39-26-714.

## **I. INSURANCE AND LIABILITY**

### I.1 Insurance

I.1(a) Each Party shall maintain insurance necessary for its obligations.

### I.2 Indemnification

I.2(a) Each Party shall indemnify and hold the other harmless from claims arising from its own

negligence or misconduct.

**J. DISPUTE RESOLUTION**

J.1 This Agreement is governed by Colorado law.

J.2 Disputes shall be resolved through binding arbitration in the county designated by Director's Cut Ltd, unless otherwise agreed.

**K. ENTIRE AGREEMENT**

K.1 This Agreement supersedes all prior agreements or representations.

**L. AMENDMENTS**

L.1 Amendments must be in writing and signed by both Parties.

**M. SIGNATURES**

Director's Cut Ltd

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

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

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

Host / Contractor

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

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

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