

Vending Services Agreement

1. Purpose.

1.1. This Vending Services Agreement (“Agreement”) is entered into between BUSINESS NAME, representing NAME OF APARTMENT COMPLEX OR LOCATION located at BUSINESS ADDRESS (“Owner”), and Lil Bean Vending LLC, with a mailing address of 1106 Logan Pl, CoS, CO 80909 (“Vendor”). Owner grants Vendor the right to install and operate vending machine equipment at the Premises, and Vendor agrees to provide vending services under the terms below.

2. Effective Date and Termination Date.

2.1. Effective Date and Term. The effective date of this Agreement is MONTH DAY, YEAR or the date of last signature, whichever is later. The initial term continues until MONTH DAY, YEAR. After the initial term, this Agreement automatically renews on a month-to-month basis unless terminated under this section. Either party may terminate this Agreement for convenience with sixty (60) days’ written notice. Vendor may remove its equipment within fourteen (14) calendar days after termination.

3. Early Termination Recovery Fee.

3.1. If Owner terminates this Agreement for convenience within the first twelve (12) months after the vending machine(s) are placed into service, Owner shall pay Vendor an equipment recovery fee intended to offset installation, delivery, and setup costs, as follows:

Termination on or Before the Following Anniversary of the in-service date	Termination Fee
90 days	\$2,500
180 days	\$1,750
270 days	\$1,000
360 days	\$500
After 360 days	\$0

3.2. No fee applies if termination results from Vendor’s material service failure, safety issues caused by the equipment, building closure, or events outside Owner’s control.

4. Location and Equipment

- 4.1. The Premises are located at BUSINESS ADDRESS.
- 4.2. Machine placement will be at LOCATION DESCRIPTION or another mutually agreed area.
- 4.3. Vendor may install machines offering snacks, beverages, and similar consumer items.
- 4.4. Vendor determines product mix based on sales performance but will reasonably consider Owner input and comply with any written restrictions required by law or building policy.

5. Compensation.

Unless otherwise agreed in a signed addendum, Owner receives no commission or revenue share from machine sales.

6. Vendor Responsibilities.

Vendor will maintain, service, clean, and stock the machines in commercially reasonable condition and working order. Vendor will comply with applicable health, safety, and consumer regulations. Vendor personnel will follow reasonable site rules while on the Premises.

7. Owner Responsibilities.

Owner will provide adequate floor space, normal building lighting, and a standard electrical outlet. Owner will not move, unplug, or tamper with equipment except in emergencies. Owner will promptly notify Vendor of known damage, malfunctions, or safety concerns involving the machines.

8. Insurance.

Vendor will maintain commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate and will provide proof of coverage upon request. Owner may be named as an additional insured with respect to Vendor's operations under this Agreement.

9. Indemnification.

Vendor shall indemnify and hold harmless Owner and its officers, employees, and agents from claims, damages, and expenses arising from bodily injury, death, or property damage caused by Vendor's equipment, products, or personnel. Owner shall indemnify and hold harmless Vendor and its officers, employees, and agents from claims, damages, and expenses arising from bodily injury, death, or property damage caused by the condition of the Premises or the acts or omissions of Owner or its personnel. Neither party is responsible for the other's sole negligence or willful misconduct.

10. Limitation of Liability.

Except for indemnification obligations or damages resulting from gross negligence or willful misconduct, neither party is liable to the other for consequential, incidental, or special damages, including lost profits.

11. Waiver.

Failure to enforce any provision does not constitute a waiver of future enforcement.

12. Severability.

If any provision is held invalid, the remaining provisions remain in effect.

13. **Assignment.**

Neither party may assign this Agreement without the other party's written consent, except Vendor may assign to a successor in connection with a merger or sale of its vending operations.

14. **Notice.**

Notices must be in writing and delivered by personal delivery, certified mail, or overnight courier to the addresses listed above.

15. **Modification.**

Changes to this Agreement are valid only if in writing and signed by both parties. This document constitutes the entire agreement.

16. **Governing Law.**

Colorado law governs this Agreement.

17. **Compliance with Laws.**

Both parties will comply with applicable laws and regulations.

18. **Authority and Signatures.**

Each signer represents that they are authorized to bind their respective party.

OWNER: _____ Date: _____

VENDOR: _____ Date: _____