**FULL SERVICE VENDING AGREEMENT**

This agreement made this **\_\_\_\_\_\_\_** day of **\_\_\_\_\_\_\_\_\_\_\_\_** 2010 by and between ***Vendors North Carolina – Phone: (919) 872-3210*** - hereafter referred to as **VENDOR** and - **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**- hereafter referred to as **LOCATION**. In consideration of the mutual covenants herein, the parties do agree as follows:

LOCATION grants to VENDOR the exclusive rights and privilege to sell and dispense snacks, cold beverages, hot drink, cold food, tobacco products and any other products contained in the vending proposal (as may be modified either orally or in writing, from time to time, by mutual Agreement of the parties) at its LOCATION. LOCATION grants VENDOR access during all business hours to the LOCATION's premises for the purposes of providing service and maintenance.

VENDOR is acknowledged to be the owner of all machines, equipment and/or merchandise which may be brought upon LOCATION's property by VENDOR and nothing in the Agreement will give LOCATION any interest in such machines, equipment and/or merchandise. Any damage done to the machines or liability from the machines will be covered by VENDOR’s insurance. If there is a major equipment failure, VENDOR will make every effort to complete repair within twenty-four hours of receipt of parts necessary to make the repair. Refilling service will be provided by VENDOR on an "as needed" basis… and VENDOR will make every effort to respond to LOCATION’s calls within four (4) business hours.

The initial term of this Agreement shall be for **\_\_\_** year/s commencing on the 1st day of installation. It shall automatically renew on each anniversary date thereafter for an additional **\_\_\_\_\_** year term. VENDOR will notify LOCATION of renewal 30 days prior.

**CANCELLATION WITHOUT CAUSE** - Either party may provide written notice of cancellation to the other party at least thirty days before the expiration of the original term or any renewal term.

**CANCELLATION WITH CAUSE** - Additionally, should either party feel that the other has failed to observe all the covenants contained herein, it shall notify the other party of its breach in writing. If within ten (10) days of the notice the breach has not been corrected, then the other party may cancel the agreement. Any single vending machine with over two thirds of its selections empty for a period exceeding 7 days will be considered an automatic breach of this agreement and will waive the LOCATION’s requirement to provide a “10 day notice to correct” as mentioned above.

LOCATION will receive **\_\_\_\_\_** **¢** per item sold plus a monthly allocation of **\_\_\_\_\_\_** free-vend coupons (Thank you Bucks) for use by employees, and any others allowed access to the vending areas. Initial selling prices for products sold are shown below (Plus “per item sold” amount if entered above.):

|  |  |  |  |
| --- | --- | --- | --- |
| Brand Can Soda – 90¢ | Generic Can Soda - 75¢ | Chips - 75¢ | Candy - 95¢ |
| Crackers - 60¢ | Gum & Mint - 75¢ | Pastry – 80¢ to 95¢ | Cookies - 70¢ |
| Brand Bottle Soda - $1.50 | Microwave PC - 75¢ | Frozen Food - $1 - $2.75 | 100% Juice Bottles - $1.75 |

Products will be offered at specified prices. Any change in the wholesale price may result in a change in the selling price through the vending equipment. VENDOR will discuss product replacement and/or removal prior to any selling price increase. No notice will be given prior to lowering selling prices.

This document constitutes the entire agreement of the parties**. The parties are bound by this agreement**.

LOCATION and VENDOR, having read and agreed to all the terms herein, have signed the Agreement.

DATE: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
| VENDOR: ***Vendors North Carolina*** | LOCATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_FAX: (919) 882-9988 | BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_FAX:  |