STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT FOR VENDING SERVICES

This agreement for vending services ("Contract") is entered into on the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas ("County"), and Brazos Valley Vending Solutions, LLC ("Contractor"), a Texas limited liability company, with its principal place of business at 1432 Lake Ridge Drive, Brenham, Texas 77833 (each referred to individually as "Party" and collectively as "Parties").

WHEREAS, the County solicited bids and/or proposals under Invitation for Bid #26-015, pursuant to applicable state laws and regulations; and

WHEREAS, no bids or proposals were received pursuant to Invitation for Bid #26-015;

WHEREAS, pursuant to Local Government Code § 262.0245, the County followed procedures adopted by the Commissioners Court for the purchase of an item for which the County receives no bid;

WHEREAS, Contractor desires to provide the required goods and services; and

WHEREAS, the County and Contractor desire to enter into this Contract to clarify and make explicit the rights, duties, and responsibilities between the Parties;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree that the foregoing is true and correct, and further agree as follows:

SECTION 1. AGREEMENT

1.1 Services to be Performed: Contactor agrees to provide vending machines, and related goods and services required to be furnished under the Contract Documents. It includes the procurement, delivery, and proper installation of all machines, equipment, and/or goods necessary to fulfill the Contractor's obligations under this Contract. Contractor shall provide vending machines in the quantities and at the locations specified herein. The County hereby approves the products and prices set forth in Exhibit A, the Pricing Schedule. Contractor shall perform the vending services upon the terms and conditions set forth in this Agreement and its exhibits. Contractor shall furnish all personnel, labor, equipment, supplies, deliverables, and all other items necessary to provide all of the work as specified by the terms and conditions of the Contract.

1.2 The Contract Documents: The Contract Documents are composed of the following:

a. this Contract; and

b. the Pricing Schedule, attached hereto as Exhibit A.

All of the Documents referred to in this Section 1.2 are incorporated by reference and made a part of this Contract for all purposes as though each were written word for word in this Contract.

In interpreting this Contract and resolving any ambiguities, the Contract Documents shall be given precedence in the following order: 1) this Agreement, 2) the Pricing Schedule.

1.3 Intent: The purpose of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by Contractor. The Contractor will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all.

1.4 Interpretation: In the event of any dispute concerning the terms of the Contract Documents, the County's interpretation shall govern.

SECTION 2. DESIGNATED REPRESENTATIVES

2.1. County's Designated Representatives: The County designates the Facilities Director as the Designated Representative with regard to the services performed under this Agreement.

2.2. Contractor's Designated Representatives: Contractor designates [Scott Fry] as its Designated Representative with regard to the services performed under this Agreement.

2.3. Changes to Designated Representatives: Either Party may change its Designated Representative(s) by providing written notice to the other Party.

SECTION 3. CONTRACTOR'S OBLIGATIONS

3.1 Vending Machines: The Contractor will install state-of-the-art chip/candy and soft drink machines in Waller County buildings as specified by this Agreement. The County reserves the right to approve all vending machines before installation and require replacement or removal of machines which, for any reason are not considered acceptable. All machines shall be current models and in good working condition. If the machine cannot be maintained in operational order or if it is in constant need of repair, the machine shall be replaced. Machines with dents, cracks, paint chips, etc. shall not be acceptable. Contractor shall repair or replace such equipment at its expense and the commission paid to the County shall not be affected.

3.2 Contractor's Performance: Contractor shall be responsible for conducting its activities in order to achieve the satisfactory performance of this Contract. Contractor shall furnish all labor, equipment, fuel, supervision, and any other item or service necessary to perform the Work in accordance with the terms of this Contract.

3.3 Dollar Bill Changer: Dollar bill changer shall be installed. Bill changers may be a separate machine and/or installed in the snack/soft drink machine. Machines shall be set to return change equal to the currency placed in the machine.

3.4 Chip/Candy Machine Capacity: Chip/candy machines shall hold a minimum of twenty (20) varieties of top brand chips, candy, and pastries.

3.5 Soft Drink Capacity: Soft drink machines shall hold a minimum of eight (8) variety of soft drinks.

3.6 Required Commission: Contractor shall remit commission equal to the percentage of gross vending sales proposed in the pricing schedule. The commission percentage proposed shall remain fixed for the duration of the contract unless otherwise provided herein. Commissions are to be made payable to Waller County. All commissions shall be submitted to the County Treasurer's Office at 836 Austin St., Ste 2200, Hempstead, TX

77445. Commissions shall be paid monthly for the previous month's sales. A computer printout of all sales from all machines must accompany the commission payment.

3.7 Service Staff Required: Contractor shall employ, maintain, and assign a sufficient number of service staff which shall be on-call from 8am – 5pm, CST, Monday through Friday for any service issues that may arise due to the malfunction of the equipment.

3.8 Refilling and Servicing: All vending machines shall be filled and serviced no less than twice per month. Contractor shall specify the appropriate time of day for servicing vending machines.

3.9 Posting of Prices: Prices shall be clearly displayed on each vending machine and shall remain consistent with the approved schedule unless otherwise authorized by the County. Any proposed price increase(s) during the contract shall require prior written approval by the County.

3.10 Goods and Quality: Contractor shall supply the goods identified on the Pricing Schedule at the price indicated thereon. All items provided must be fresh and unexpired at all times. All merchandise kept for sale shall be subject to inspection and approval or rejection by the County during all times that vending services is in operation. Rejected merchandise shall be immediately removed from vending machines and shall not be returned for sale.

3.11 Refunds: The Contractor shall provide a written procedure for patrons of vending services to receive refunds for faulty working machines and any products that are not up to standard.

3.12 Designated Holidays: No deliveries or services will be required or accepted on County approved holidays.

3.13 Utilities and Other Considerations: The County shall provide electricity, lighting, heating, and air conditioning of designated premises, but without liability on the County's part arising from temporary interruption thereof on account of breakdown, power failure or like causes. Contractor agrees that in the use of such utilities, they will exercise the same degree of care and economy as would be exercised if they were paying for such utilities.

3.14 Meetings and Cooperation: Contractor shall meet with the Designated Representative on an as needed basis to ensure the goods and services provided are satisfactory, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County and other contractors providing services to the County to maintain maximum efficiency.

3.15 Responsibility for Damage: Contractor shall be responsible for any damage it causes to County property or buildings during the installation and removal of the vending machines, and during any stocking or restocking.

SECTION 4. LOCATIONS

4.1 Vending Machine Locations: The Contractor shall place vending machines in the following locations:

Waller County Courthouse, 1st floor and 3rd floor
836 Austin Street
Hempstead, TX 77445

One (1) snack machine
One (1) cold soft drink machine
Waller County Road & Bridge
775 Business 290 East
Hempstead, TX 77445
One (1) snack machine
One (1) cold soft drink machine

Kuciemba Annex
425 FM 1488
Hempstead, TX 77445
One (1) snack machine
One (1) cold soft drink machine

Waller County Sheriff's Office
100 Sheriff R. Glenn Smith Drive.
Hempstead, TX 77445
One combination snack and cold soft drink machine

506 District Court Annex
400 Sheriff R. Glenn Smith Drive.
Hempstead, TX 77445
One (1) snack machine
One (1) cold soft drink machine

4.2 Location Addition and Removal: The County may, in its sole discretion, add locations to this list, or remove locations based on the needs of the County.

SECTION 5. COMMISSIONS

5.1 Commission Owed to County: Contractor shall pay to the County a commission of five percent (5%) on all products sold from a vending machine located on County property, as specified on the Pricing Schedule. If the total monthly sales are less than three thousand dollars ($3,000.00) for any given month, Contractor shall pay County a base rate of one hundred dollars ($100.00) for that month. The County shall not incur any costs or make any payments to Contractor under this Contract.

5.2 Commission Payment: Commissions shall be remitted monthly to the Waller County Treasurer, 836 Austin Street, Suite 2200, Hempstead, Texas 77445.

5.3 Commission Report: Contractor shall provide to the County a report each month indicating the total sales of vending machine products, and the total commission to be paid to the County.

SECTION 6. TERM AND TERMINATION

6.1 Contract Term: The term of this Contract shall begin on the Effective Date, and shall continue until terminated by either party in accordance with its terms.

6.2 Termination for Cause: Upon thirty (30) calendar days' notice to Contractor, the County may terminate the Contract for cause if the Contractor persistently or repeatedly refuses or fails to supply goods or services in accordance with this Contract, or otherwise breaches a provision of this Contract.

6.3 Termination for Convenience: Upon thirty (30) calendar days' written notice to Contractor, the County may, in its sole discretion and without penalty or prejudice to any right or remedy of County, terminate this Contract for convenience and without cause at any time. The notice must state the reasons for such termination, and provide an effective date of the termination. Upon receipt of such notice, Contractor shall remove Contractor's property from County buildings within fifteen (15) days of the notice, regardless of whether a dispute regarding the Contract exists.

6.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Contract without notice and without the opportunity to cure if Contractor, or any of its parent or subsidiary business entities responsible for providing services under the Contract become insolvent or files any petition for bankruptcy.

6.5 Notice of Termination: The terminating Party shall provide thirty (30) days written notice of termination to the other Party as provided in Section 16.23.

6.6 Discretionary Opportunity to Cure: A Party receiving notice of termination for cause shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Contract will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth (30^{th}) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

6.7 Duty to Mitigate: In the event of termination or suspension under this Contract, the Contractor shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the County.

6.8 Commission After Termination: The Contractor shall pay any commissions earned during the notice period prior to the date of termination. Contractor shall not be entitled to lost or anticipated profits should the County exercise its option to terminate.

6.9 Machine Removal After Termination: The Contractor shall remove Contractor's property from County buildings no later than the last day of the thirty (30) day notice period, regardless of whether a dispute regarding the Contract exists.

SECTION 7. RIGHT TO ASSURANCE

7.1 Right to Assurance: In the event that the county has a reason to question the Contractor's intent or ability to perform its obligations under the Contract, the County may demand that the Contractor give written assurance of its intent to perform, its plan to properly continue performance. The Contractor shall provide a written response to County that addresses the County's demand for written assurance within five (5) business days. If Contractor fails to provide the written response, the County may treat the failure as an anticipatory repudiation of the Contract.

SECTION 8. RECORDS AND AUDITS

8.1 Records and Audits: The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. The County shall give Contractor reasonable advance notice of intended inspections or audits. Contractor shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records and documents for the purpose of performing an audit.

SECTION 9. SITE INSPECTION AND COORDINATION

9.1 Site Inspection and Coordination: Contractor represents that Contractor is thoroughly acquainted with all matters relating to the performance of this Agreement. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the County or the Designated Representative.

SECTION 10. INSURANCE

10.1 Insurance Coverages: Contractor shall carry insurance in the types and amounts indicated below. It is intended that policies required by this Contract covering both the County and the Contractor shall be considered primary coverages as applicable. Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of the Contractor, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company having Best's rating of A/VII or better, authorized to do business in the State of Texas at the time the policies are issued and in force, and shall be of the following types and limits:

a. Workers Compensation insurance in accordance with applicable law. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

b. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

c. Comprehensive general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.

d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with a combined Bodily Injury/Property Damage with minimum limits of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.2 Additional Insured: Contractor's insurance policies that cover performance under this Contract shall name the County an additional insured, except for Workers' Compensation and Professional Liability, if required. All endorsements naming the County as additional insured, waivers, and notices of cancellation of endorsements, as well as the Certificates of Insurance shall indicate: Waller County, Texas, 836 Austin Street, Suite 4300, Hempstead, Texas 77445.

10.3 Certificates of Insurance: Contractor shall provide the County with properly executed certificates of such insurance before the Contract is executed as verification of the coverage required in Section 10.1. The certificates shall indicate that all required insurance coverages are effective as of the Effective Date, and that such insurance shall not be canceled, except on thirty (30) days prior written notice to the County. The Contract shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by the County. The Contractor must also provide Certificates of Insurance when a previously identified policy period has expired as verification of continuing coverage.

10.4 Responsibility for Insurance: The Contractor shall be responsible for premiums, deductibles, and self-insured retentions, if any, state in the policies. All deductibles or self-insurance retentions shall be disclosed on the Certificates of Insurance.

10.5 No Decrease in Liability: The County's acceptance or approval of the certificates of insurance or certified copies of insurance policies shall not relieve, decrease, or limit Contractor's liability. The insurance coverages required under this Contract are required minimum and are not intended to limit the responsibility of liability of the Contractor.

10.6 No Cancellation or Modification: The Contractor shall continuously maintain the required insurance coverages during the Contract Term. Contractor shall not cancel or modify the insurance coverages required by this Contract without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Contract for the duration of the Contract.

10.7 Failure to Comply: Contractor's failure to comply with any of these provisions is a breach of Contract by Contractor which entitles the County to declare the Contract void if Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

SECTION 11. INDEMNIFICATION

11.1 INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH AND BODILY INJURY – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION

PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS CONTRACT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

SECTION 12. INDEPENDENT CONTRACTOR

12.1 Independent Contractor: The Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Contract, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this

Contract shall be construed as creating an employer/employee relationship, partnership, or a joint venture. Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the County.

SECTION 13. NO EXCLUSION OR PAYMENT

13.1 No Exclusion or Payment: Contractor understands and agrees that this Contract does not create an exclusive right for Contractor to provide the vending services contemplated by this Contract. Contractor agrees that the County shall not be responsible for making any payments to Contractor under the terms of this Contract, whether as compensation or otherwise.

SECTION 14. ASSIGNMENT

14.2 Assignment: Contractor shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the County. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Agreement; c) Contractor must retain its obligations to the County under this Agreement until the assignment is effective; d) the Assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

SECTION 15. TEXAS REQUIRED CERTIFICATIONS

15.1 No Boycotting Israel: By signature affixed hereto, Contractor certifies that it does not currently boycott Israel, and will not boycott Israel during the term of this Contract.

15.2 Texas Comptroller's List of Prohibited Companies: By signature affixed hereto, Contractor certifies that it is not listed on the website of the Texas Comptroller concerning the listing of companies that are identified under Texas Government Code §§ 806.051, 807.051, or 2253.153.

15.3 No Energy Company Boycott: By signature affixed hereto, Contractor certifies that it does not currently boycott energy companies, and will not boycott energy companies during the term of this Contract.

15.4 No Discrimination Against Firearm and Ammunition Industries: By signature affixed hereto, Contractor certifies that it does not currently discriminate against firearm and ammunition industries, and that it will not during the term of this Contract.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Recitals: The Recitals are incorporated into this Agreement.

16.2 Jurisdiction and Venue: This Contract is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Waller County, Texas. This Contract is made and is to be performed in Waller County, Texas.

16.3 Interpretation: This Contract controls over any other document, order form, purchase order, terms, or conditions in regard to the services to be performed hereunder. In the event of any disputes over the meaning or application of this Contract, it shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

16.4 Right of Review: The County may review any and all of the goods and services performed by Contractor under this Contract. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Contract as may be reasonably necessary. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to County's rights as may be disclosed by a review under this Section.

16.5 No Waiver: No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party. The County's failure to require strict performance of any provision of this Contract does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this Contract shall not be deemed a waiver of any further right under this Contract. The County does not waive, modify, or alter to any extent any of its defenses, immunities, or remedies.

16.6 Permits; Compliance with Laws and Regulations: Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the services prior to executing this Contract. Contractor shall perform its obligations pursuant to this Contract in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

16.7 No Personal Liability: Nothing herein shall be construed as creating any personal liability for any officer, agent, or employee of the County.

16.8 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent deemed to be omitted. In such event, there shall be substituted for such deleted provision a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

16.9 Entire Agreement: This Contract, together with all of its appendices, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Contract. By entering into this Contract, the Parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

16.10 Modification: The Contract may not be modified, altered, or amended except by written instrument duly authorized by the Waller County Commissioners Court and executed by both Parties.

16.11 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

16.12 Tax Exempt: The County is a tax-exempt entity under Texas Tax Code § 151.039, and will not pay a tax from which it is exempt. Tax exempt paperwork will be provided upon written request for the purchase of any items qualifying for exemption under this Contract. The County will not pay for, or reimburse Contractor for any tax from which it is exempt.

16.13 No Arbitration: A dispute arising under this Contract shall not be subject to arbitration.

16.14 No Subcontractors: Contractor shall not subcontract any portion of its duties under this Contract, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Contract.

16.15 Waiver of Subrogation: Contractor, Subcontractor's, and their insurance carriers waive any and all rights whatsoever with regard to subrogation against County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's or Subcontractor's, or their employees' performance under this Contract.

16.16 Successors and Assigns: Waller County and the Contractor bind themselves, and their permitted successors, executors, administrators, and assigns to this Contract.

16.17 Force Majeure: Neither Party shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Part seeking relief under this provision. The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either Party to this Contract, causes solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

16.18 Right to Offset: No money shall be paid by the County upon any claim, debt, demand, or account to any person, firm, corporation, or entity who owes taxes or any other debt to the County. The County shall be entitled to offset any such debt, claims, demand, or account by deducting the amount of taxes due to the County from any payment due to the Contractor. No assignment, or transfer of any such debt, claim, demand, or account after said taxes are due or other debt accrues shall affect the right of the County to so offset said taxes or other debt against the Contractor.

16.19 No Third-Party Beneficiaries: This Contract does not inure to the benefit of any third party, except permitted successor or assigns.

16.20 Authority to Sign: Signatories to this Contract represent and warrant that they have the authority to bind the respective parties.

16.21 Public Communications: Contractor shall not, under any circumstance, release any material or information developed in the performance of its services hereunder without the express written permission of the County, except where required by law to do so. If required by law to release any material or information, Contractor shall notify the County before the release. County shall be solely responsible for communicating with and providing information to the news media, citizens of Waller County, and other governmental agencies.

16.22 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Contract and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

16.23 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Contract shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Attn: County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

To Contractor:

Attn:
Brazos Valley Vending Solutions, LLC
1432 Lake Ridge Dr.
Brenham, Texas 77833

With a copy to:

Waller County Facilities Director
Attn: Danny Rothe
836 Austin Street, Suite 2411
Hempstead, Texas 77445

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into as of the last date of signature affixed hereto.

COUNTY	**CONTRACTOR**
WALLER COUNTY, TEXAS a political subdivision of the State of Texas	**BRAZOS VALLEY VENDING SOLUTIONS, LLC** a Texas limited liability company
	Scott Fry President
Carbett "Trey" Duhon, III County Judge	NAME TITLE
_____ Date	9/18/2026 Date
ATTEST	**ATTEST**
Debbie Hollan County Clerk	NAME TITLE

Vending Services

Commission offered to Waller County **5%**

5% commision is based on sales of $3000 per month total from all machines assigned to Waller County, if sales fall below $3000 min a month we will gaurantee a base rate of $100

Category	Product	Maximum Retail Price
Chips	Lay's Classic, Doritos, Cheetos, or equivalent,1.5-2.0/3/3.25 oz	$2.00/$2.25/$2.50
Crackers	Cheez-It or equivalent, 1-1.5 oz.	$1.50
Cookies	Chips Ahoy or equivalent/ Grandmas 3.5 oz	$1.50/$2.00
Candy	Snickers or equivalent	$2.25
Granola Bar	Nature Valley or equivalent	$1.00
Pastry	Honey Bun or equivalent	$2.25
Popcorn	Individual serving	$1.50
Bottled Water	20oz.	$2.00
Soft Drink	Coca-Cola/Pepsi product, 20 oz.	$2.75
Sports Drink	Gatorade/Powerade, 20 oz.	$2.50
Energy Drink	16 oz.	$3.50
Juice	10-16oz.	$2.50