

## **Vending Agreement**

This sets forth the agreement (the “**Agreement**”) between Lake Country Vending Solutions LLC dba Lake Country Vending (“**Vendor**”) and City of Watertown (“**Customer**”) located at Watertown City Hall, 106 Jones Street, Watertown WI 53094 (the “**Location**”) for Vendor to install an automated snack and beverage vending machine (“**Vending Machine**”) at the Location .

### **1. Term and Termination**

The term of this Agreement will be for a period of one (1) year, commencing on \_\_\_\_\_ (the “**Term**”). This Agreement shall automatically renew for additional periods of one (1) year each unless contrary written notice is given by either party at least thirty (30) days prior to expiration of the initial Term or any renewal thereof. Vendor shall remove the Vending Machine(s) from the Location within fourteen (14) days of the termination of this Agreement.

### **2. Grant to Vendor**

Subject to all the terms and conditions of this Agreement and the limitations set forth below, the Customer hereby grants permission to Vendor to install the Vending Machine(s) for the purpose of vending snacks, candies, and beverages at the Location. Customer will provide a suitable space with electrical outlets for the Vending Machine(s) at no charge to the Vendor.

### **3. Ownership**

Customer hereby acknowledges that all right, title and interest in the Vending Machine(s) shall at all times remain that of the Vendor, including all monetary profits with respect to the Vending Machine(s). Customer shall have no right, title, or interest therein, and Customer is not authorized to grant any right or license with respect thereto except as expressly set forth in and permitted under this Agreement.

### **4. Maintenance and Repair**

Vendor shall be responsible for stocking, servicing, and maintaining the Vending Machine(s) in good working order. Customer shall not itself, and shall not permit any other party to, repair, service, maintain, replace, relocate, move, remove, stock or access any Vending Machine(s), unless Customer has provided notice to Vendor at least 15 days prior to requesting Vendor complete such action. Customer agrees to promptly notify the Vendor of any need for repair or service, or of any consumer complaints respecting the Vending Machine(s).

### **5. Liability**

Vendor shall maintain general liability insurance for the Vending Machine(s). Customer shall not be liable for damage to the Vending Machine(s) except in cases of willful misconduct. Customer shall promptly report any vandalism or theft to the Vendor and to the appropriate authorities. In the event of repeated or significant theft, vandalism, destruction or loss, without limitation, Vendor shall specifically have the right to remove or move any Vending Machine(s).

### **6. Representations and Warranties**

Each of the parties to this Agreement represent and warrant that it has the full right, power and authority to enter into, and perform its obligations under, this Agreement and that the terms and conditions of this Agreement shall not violate, interfere with or infringe upon the rights of any third parties pursuant to written agreement or otherwise. Each party further represents that it has obtained all of the necessary approvals and has complied with all laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder. Any amendments to this Agreement must be in writing and signed by both parties.

## 7. Indemnification

Vendor agrees to indemnify, defend, and hold harmless Customer, its employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorney's fees) arising out of or related to any injury or damage caused by the vending machine or any products sold within the machine, except to the extent such injury or damage results from Customer's willful misconduct.

## 8. Compliance with Laws

Vendor agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Agreement, including but not limited to those governing product safety, health, and consumer protection. Vendor shall obtain and maintain all necessary permits, licenses, and approvals required to operate the

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date shown above.

Name: Doug Watson

Name:

Title: Owner, Lake Country Vending Solutions LLC

Title:

Signature:

Signature:

Date:

Date: