



Address: 1276 S 5th Avenue, Des Plaines, IL 60018
Phone: (847) 264-4602 Cell: (312) 888-0522
E-mail: chicagovendingservices@gmail.com
Website: chicagovendingservices.com

Vending Machine Agreement

This Agreement is entered into by and between Board of Education of Norridge School District No. 80 (hereinafter referred to as 'Proprietor') and Chicago Vending Services, Inc. (hereinafter referred to as 'Operator').

RECITALS

Operator is a corporation with principal place of business at 1276 South 5th Avenue, Des Plaines, IL 60018. Operator is engaged in the business of installing and operating automatic vending machines at various business locations and of selling articles of merchandise, food, and beverages to the public through such machines. Proprietor is a public school district located at 8151 West Lawrence Avenue, Norridge, IL 60706, State of Illinois and at _____, State of Illinois. Operator desires to install several automatic vending machines on the premises of Proprietor for the sale of snacks and beverages, and Proprietor desires to grant Operator a license for such purposes on the terms and conditions contained in this agreement. Therefore, in consideration of the mutual covenants and promises contained herein, it is hereby agreed as follows:

ARTICLE 1.

EXCLUSIVE GRANT

Proprietor hereby grants to Operator the exclusive right and privilege to install, operate, and maintain vending machines on the premises of Proprietor located at 8151 W. Lawrence Norridge, Illinois and it is expressly understood and agreed that all sales of food, snacks, and beverages on the aforementioned premises of Proprietor shall be by means of those vending machines installed and operated by Operator, except for the sales of such items directly by the Proprietor. Proprietor shall not cause or permit the sale of such items with the operation of vending machines by any other person, firm, or corporation including Proprietor.

ARTICLE 2.

INSTALLATION OF MACHINES

Operator shall install on the premises of the Proprietor at such locations as determined by the Proprietor, 1 (one) vending machine as are set forth in Schedule A attached hereto and incorporated herein by this reference.

ARTICLE 3.**REMOVAL AND REPLACEMENT OF MACHINES**

Operator shall have the right to remove any of the machines installed on the premises of the Proprietor under this Agreement and to replace any such machine with a vending machine of similar type, quality, and appearance.

ARTICLE 4.**INCREASE OR DECREASE IN NUMBERS OF MACHINES**

Operator shall have the right to increase or decrease the number of machines installed on the premises of Proprietor, to adjust to changes in demand, sales, or economic conditions, provided however, at least one machine shall be provided at all time during the term of this Agreement. Proprietor shall have the right to impose restrictions on the number or placement of machines where such number or placement would interfere with the normal operation of Proprietor's business, as determined solely by Proprietor.

ARTICLE 5.**TERM**

This Agreement shall commence thirty (30) days after execution of this Agreement and shall be for a term of 1 (one) year from that commencement date and shall be renewed automatically and continue for successive periods unless notice of termination is given by either party to the other in writing at least 30 (thirty) days prior to the expiration of the then current period.

ARTICLE 6**OWNERSHIP OF MACHINES**

It is understood and agreed by and between the parties that the vending machines installed on the premises of Proprietor by Operator are and shall remain the property of Operator. Upon termination of this Agreement by any means, Proprietor and Operator shall mutually agree upon a date and time for Operator to remove any and all vending machines belonging to Operator which have been installed on the premises of Proprietor.

ARTICLE 7.**SELECTION AND PRICING**

Operator shall keep the machines stocked at all times with sufficient quantities of assorted snacks and beverages to ensure continuous service to patrons of Proprietor. Operator shall have sole discretion over the selection of brands of such items to be offered for sale through the vending machines. Prices of items sold in the vending machines shall be mutually agreed upon by the parties as are set forth in Schedule B attached hereto and incorporated herein by this reference.

ARTICLE 8.**RISK OF DAMAGE TO MACHINES**

Except as may be attributable to Proprietor by reason of intentional or willful acts of its officers, agents, or employees, Operator assumes partial risk and responsibility for any loss, destruction, or damage occurring to the vending machines. Operator reserves the right of compensation from Proprietor from losses, not to



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exceed the cost of the vending machines, incurred as the result of damage to machines caused by intentional or willful acts by those employed by Proprietor.

ARTICLE 9.

MAINTENANCE AND SERVICE

Operator shall regularly inspect, service, clean, and maintain the described vending machines and shall keep them operating and in good working order, at all times promptly maintaining them in a clean and sanitary condition in accordance with all applicable federal, state and local laws. Proprietor shall supply suitable waste disposal containers for the convenience of users of the vending machines and shall provide and bear the expense of garbage removal and disposal services. Proprietor and Operator shall mutually agree upon dates for Operator's maintenance and service of the vending machines.

ARTICLE 10.

NOTIFICATION OF MACHINE FAILURE

Proprietor agrees to notify Operator promptly of any failure of the vending machines to function properly and further agrees to permit only authorized agents of Operator to remove, open, or in any way tamper with the machines.

ARTICLE 11.

UTILITIES

Proprietor shall furnish and bear the cost of all utilities necessary for the operation of the vending machines installed under this Agreement and shall furnish suitable utility outlets for use by such machines. Proprietor shall provide continuous utility service to the machines and machine areas and shall not cause or permit the interruption of such service except in the event of an emergency. However, Proprietor is not responsible, and will not be in breach of this agreement, for any interruption in utility service caused by the utility provider or other third party.

ARTICLE 12.

FEES AND TAXES

Operator shall be responsible for and shall pay all state, county, and city license fees and sales or other merchandising taxes that may be imposed on the sales of merchandise through its vending machines.

ARTICLE 13.

RELATION OF PARTIES

It is the intention of the parties that Operator be an independent contractor hereunder, and that no agency or employment relationship be created by this Agreement. Operator shall have the sole responsibility for compliance with all federal, State and local tax withholding, workers compensation, Social Security, and other deductions and withholdings as may be required by law with respect to all Operator's employees. Operator shall also have the sole responsibility for any compensation, benefits, reimbursement of expenses, and benefits of any kind due to any of Operator's employees. Operator's employees shall not be entitled to any of the rights and privileges established for the employees of Proprietor, including but not limited to: vacation



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pay, sick leave with pay, paid holidays, life, accident or health insurance, participation in retirement programs provided by the State of Illinois or Proprietor, or severance upon termination of this Agreement.

ARTICLE 14

COMPLIANCE WITH LAWS

Each party shall comply with all federal, State, local, or other laws or regulations applicable to food service in schools and the sale of merchandise through vending machines.

ARTICLE 15.

TERMINATION OF AGREEMENT

17.1 This Agreement may be terminated by either party if the other party defaults in the performance of an obligation or materially breaches any of the terms or conditions of this Agreement and fails to cure such default or breach within 30 (thirty) days after service of written notice upon him of such default or breach.

17.2 This Agreement may be terminated at any time by Operator by reason of unprofitability of the operation by giving 30 (thirty) days notice in writing to Proprietor.

ARTICLE 16.

ASSIGNMENT

This Agreement shall not be assign able by either party without the prior written consent of the other party. Subject to the forgoing limitation, this Agreement shall endure to the benefit of and be binding upon the successors and assigns of the respective parties.

ARTICLE 17.

ENTIRE AGREEMENT

This Agreement, including the Schedules referenced herein, constitutes the entire Agreement of the parties with respect to the subject matter hereof and supersedes any and all agreements, understandings, statements, or representations either oral or in writing.

ARTICLE 18.

ATTORNEYS' FEES

Should any litigation be commenced between the parties hereto or their personal representative concerning any provisions of these Articles, or the rights and duties of any person in relation thereto, the party or parties prevailing in such litigation shall be entitled, in addition too such other relief as may be granted, to a reasonable sum as and for their or his attorneys' fees in such litigation, which shall be determined by the court in such litigation, or in a separate action brought for that purpose.

ARTICLE 19.

GOVERNING LAW



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The validity of this Agreement and of any of its terms or provisions as well as the rights and duties of the parties hereunder shall be interpreted and construed pursuant to and in accordance with the laws of the State of Illinois.

ARTICLE 20.

COMPLIANCE WITH PROPRIETOR POLICIES AND PROCEDURES

Operator shall comply with applicable policies, rules and regulations, and practices of the Proprietor at all times under this Agreement, including but not limited to Board Policies 4:60, *Purchases and Contracts*, 4:120, *Food Services*, and 6:50, *School Wellness*. Proprietor retains the right to repeal, change or modify any policies or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in the *Illinois School Code* and other applicable law.

ARTICLE 21.

NOTICE

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered, or certified mail, postage prepaid, addressed:

If to Proprietor: Norridge School District 80
 c/o Superintendent of Schools
 8151 West Lawrence Avenue
 Norridge, Illinois 60706

If to Operator: Chicago Vending Services
 1276 S. 5th Avenue
 Des Plaines, Illinois 60018

ARTICLE 22.

NON-DISCRIMINATION

Neither party will discriminate in the performance of this Agreement against any individual on the basis of race, creed, color, ancestry, national origin, citizenship, age, disability, sex, sexual orientation, religion, marital status, military status, unfavorable discharge from military service or any other classification protected by federal, State or local law.

ARTICLE 23.

SURVIVAL

All representations and warranties made by each party in this Agreement, and all covenants and obligations of each party which are to be performed after the termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 24.

SEVERABILITY



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If any provision in this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, that provision will be removed from this Agreement and the remaining provisions will remain in full force and effect.

Executed at Norridge, Illinois on the day and year indicated beneath the signature of each party.

Dated: 2-20-18

PROPRIETOR
Board of Education of Norridge
School District No.80

By: [Signature]

President

Dated: 03-02-18

OPERATOR
Chicago Vending Services, Inc.

By: W. Christova

President

Attest: [Signature]

Secretary