

## **VENDING MACHINES CONTRACT**

**This Contract** is made and entered into this 21<sup>st</sup> day of April , 2025 by and between Allied Refreshment, Inc., a Missouri Corporation, hereinafter referred to as (“Allied”) and Platte County R3 School District hereinafter referred to as (“Customer”).

### **WITNESSETH:**

**WHEREAS**, Allied is a vending company duly authorized and engaged in the business of providing vending machines and vending machine products to its customers; and

**WHEREAS**, Customer is desirous of having vending machines and vending products available for purchase by persons in or upon the premises of Customer; and

**WHEREAS**, Allied and Customer desire to reduce to writing their agreement;

**NOW THEREFORE**, Allied and Customer mutually stipulate, covenant and agree as follows:

### **1. ALLIED’S RESPONSIBILITIES:**

During the term of this Contract, Allied agrees to provide the following:

- a. Vending Machines – Allied will provide modern beverage and snack vending machines to the Customer for student and teacher use.
- b. Stocking of Vending Machines – Allied will keep all vending machines stocked on a regular basis.
- c. Maintenance – Allied will maintain each vending machine and keep each machine in good working order. Allied will repair and/or replace a faulty or defective machine within a reasonable time after receipt of notice from Customer that a machine is not operating properly.
- d. Removal of equipment upon the expiration of this Contract – Allied will remove its machine(s) from the premises of Customer within 10 days of the expiration of the term of this agreement.

### **2. DAMAGE TO VENDING EQUIPMENT:**

During the term of this Contract, Customer shall not be liable for damages to any vending machine, unless caused intentionally by Customer.

- a. Allied releases Customer from any and all claims for damage or vandalism to any vending equipment while upon the premises of Customer, except damage intentionally caused by Customer.
- b. Customer shall not be required to provide insurance for damage or destruction to the vending equipment.

### **3. CUSTOMER'S RESPONSIBILITIES:**

During the term of this Contract, Customer agrees:

- a. That Allied shall have the *sole and exclusive right* to provide vending machines and product for sale from such vending machines on the premises of Customer.
- b. All machines shall be available for use by persons upon the premises of Customer. Student machines will be on timers during the school day according to the customer's request.
- c. To notify Allied within a reasonable time of discovery that any machine may require repair or in the event of damage to or destruction of any machine.

### **4. MONTHLY COMMISSION:**

- a. Allied agrees to pay to Customer within \_\_\_\_15\_\_\_\_ days after the last day of the preceding quarter, a quarterly commission as follows: \_\_\_\_35\_\_\_\_% of the gross sales from the vending machines for the preceding month.
- b. Commission checks will be mailed by Allied to Customer with supporting documentation reflecting the previous monthly sales.

### **5. VENDING MACHINE PROCEEDS:**

Allied shall receive all proceeds from the vending machines and Customer shall have no claim thereto, with the exception of the teacher's lounge machine, in which the Customer will purchase the product from Allied for Customer's own use.

### **6. TERM OF CONTRACT:**

This Contract shall commence on the 1<sup>st</sup> day of July , 2025, and shall be for 3 years, and shall therefore expire on the 30<sup>th</sup> day of June , 2028.

Prior to each contracted year (July), The Customer's and Allied will review the contract specifically related to product, product sales, equipment and commission. Allied or Customer shall provide the other respective party with written notice of its intention to terminate this Contract, which written notice shall be provided as is herein set forth, not less than ninety (90) days prior to the expiration of the term and no earlier than six (6) months prior to expiration of the term.

### **7. RIGHT TO CURE:**

In the event either party hereto shall believe that a breach of this Contract shall have occurred as a result of the acts of the other party, the party claiming a breach shall provide written notice of the alleged breach to the other respective party. The alleged breaching party shall have not less than twenty (20) days from receipt of said written notice, within which to cure such alleged breach. In the event such breach is not cured within twenty (20) days of receipt of written notice of said alleged breach, then the party claiming such breach, may terminate this Contract, upon written notice to the other respective party, as provided for herein.

**8. ATTORNEYS FEES:**

In the event a party hereto shall breach this contract and suit shall be instituted as a result of said breach, then the party which substantially prevails in such suit, as determined by the finder of fact, shall be entitled to recover from the other respective party, in addition to any other damages sustained, their reasonable attorney's fees and court costs incurred.

**9. NOTICES:**

Any and all notices provided for or required by the terms of this Contract shall be sufficient if sent to a party as provided below, to the other party at the following address:

To Allied:  
Allied Refreshment, Inc.  
1100 Pacific St  
Kansas City, MO 64106

To Customer:  
Platte County R3 School District  
998 Platte Falls Rd  
Platte City, MO 64079

Any notice provided for in this Contract may be given by sending such notice, in writing, by Certified United States Mail, and a notice so sent shall be deemed to have been received on the next business day, subsequent to the date of mailing, which is not a Saturday, Sunday or legal holiday. Written notice may also be hand delivered to the other respective party at their address indicated above, which shall be deemed to be effective upon actual delivery.

**10. SUCCESSORS:**

This Contract shall be binding upon the parties hereto, their legal representatives, successors and assigns.

**11. GOVERNING LAW:**

This Contract shall be deemed made and entered into within the State of Missouri and shall be interpreted in accordance with the laws of the State of Missouri.

**ENTIRE AGREEMENT:**

This Contract represents the entire agreement by and between the parties hereto, and there are no other warranties, representations or agreements by and between the parties, except as set forth herein, and each party agrees that any and all negotiations or representations are merged into this Contract, and that this Contract represents the complete and final agreement entered into by and between the parties hereto.

**12. AUTHORITY OF SIGNATOR:**

The person executing this Contract on behalf of Customer represents and warrants that he is the owner, or an officer or director of Customer's entity, and that he has the lawful authority to make and enter into this Contract on behalf of Customer.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands the day and year first above written:

**ALLIED REFRESHMENT, INC**

**CUSTOMER**

**BY:** \_\_\_\_\_  
**Name**

**BY:** \_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Office**

\_\_\_\_\_  
**Position/Office**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**