

VENDING SERVICES AGREEMENT

This Vending Services Agreement ("Agreement") is made effective as of (Date) _____ by and between Lake County Vending LLC a Illinois Corporation ("Service Provider"), and ("Customer Name") _____, located at ("Customer Address" _____ known as ("Customer")

1. Ownership and Placement of Equipment

1.1 The vending machines ("Equipment") listed in Exhibit A are to be placed and operated exclusively at the premises of the Customer as specified in Exhibit B. The title to and ownership of the Equipment shall at all times remain with the Service Provider, notwithstanding its placement at the Customer's premises.

1.2 The Service Provider reserves the right at any time to exchange, replace, or remove the Equipment, subject to providing reasonable notice to the Customer.

2. Performance and Maintenance

2.1 The Service Provider will perform all vending services in a professional, reliable, and businesslike manner consistent with industry standards.

2.2 The Service Provider agrees to maintain the Equipment in good working order, including regular maintenance and necessary repairs.

2.3 In the event of non-performance or failure to maintain the Equipment as stipulated, the Customer shall provide a verbal notification followed by a written notification to the Service Provider. If issues are not resolved within 30 days following written notice, the Customer may terminate this Agreement with a subsequent 30-day written notice.

3. Financial Terms and Reimbursement for Damages

3.1 The Customer agrees to reimburse the Service Provider for any damages to the Equipment caused by negligence or misuse by the Customer or its employees, beyond normal wear and tear.

3.2 All financial transactions related to the use of the Equipment shall be recorded and transparently reported monthly to the Customer by the Service Provider.

4. Indemnification and Limitation of Liability

4.1 The Customer will indemnify and hold harmless the Service Provider from any and all claims, liabilities, damages, and expenses arising from the use of the Equipment, except for those resulting from the Service Provider's negligence or willful misconduct.

4.2 The Service Provider's liability under this Agreement shall be limited to the amount of fees paid by the Customer during the term of this Agreement, except in cases of gross negligence or willful misconduct.

5. Insurance and Risk Management

5.1 The Service Provider shall maintain at its own expense, appropriate insurance coverage for the Equipment against theft, damage, and liability claims. Proof of such insurance shall be provided to the Customer upon request.

6. Term and Termination

6.1 This Agreement shall commence on the effective date and shall continue for a period of 12 months. The Agreement shall automatically renew for successive one-year terms, unless either party provides written notice of non-renewal at least 60 days prior to the end of the current term.

6.2 Either party may terminate this Agreement at any time on providing 60 days written notice to the other party in the event of a material breach that is not cured within the notice period.

7. Dispute Resolution

7.1 In the event of any dispute arising out of or related to this Agreement, the parties agree first to attempt to resolve the dispute through friendly consultation.

7.2 If the dispute cannot be resolved through consultation, the parties agree to proceed to mediation before resorting to arbitration or litigation.

7.3 Any unresolved disputes will be settled by binding arbitration in accordance with the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding upon both parties.

8. Attorney Fees and Collection Efforts

8.1 In the event that legal action is necessary to enforce this Agreement or collect fees due, the prevailing party in any such action shall be entitled to recover reasonable attorney fees and costs from the non-prevailing party.

9. Miscellaneous

9.1 **Force Majeure:** Neither party shall be liable for any failure to perform its obligations where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic, or communications failure).

9.2 **Data Privacy:** The Service Provider agrees to adhere to all applicable data protection laws concerning any personal or payment information collected through the Equipment.

9.3 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

10. Data Protection and Privacy

10.1 Collection of Personal Data: The Service Provider may collect personal data as necessary for the operation of the Equipment and completion of transactions, including, but not limited to, names, payment information, and contact details of individuals using the Equipment.

10.2 Purpose of Data Collection: All personal data collected will be used solely for the purpose of facilitating transactions made through the Equipment and for maintaining records as required by law.

10.3 Compliance with Data Protection Laws: The Service Provider shall comply with all applicable data protection laws regarding the collection, processing, and storage of personal data. This includes implementing adequate security measures to protect personal data against unauthorized access, alteration, disclosure, or destruction.

10.4 Data Subject Rights: Individuals whose personal data is collected shall have the right to access their personal data, request corrections, and, where applicable, request deletion in accordance with applicable data protection laws.

10.5 Third-Party Access and Data Sharing: The Service Provider shall not share personal data with third parties except as required by law or necessary for the maintenance and operation of the Equipment. Any third-party engaged by the Service Provider will be bound by similar data protection obligations.

10.6 Data Retention: Personal data collected will be retained only for as long as necessary to fulfill the purposes outlined in this Agreement, or as required by law, and will be securely disposed of thereafter.

IN WITNESS WHEREOF, the parties have executed this Vending Services Agreement as of the date first above written.

Lake County Vending LLC Signature: _____

Customer Name Signature: _____

Notes:

- **Exhibit A** should list the specific types of vending machines

- **Exhibit B** should detail the specific locations within the Customer's premises where the machines are located
