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AUTOMATIC VENDING LOCATION AGREEMENT

In consideration of the mutual promises and covenants set out herein by and between County of Tom Green, of **113 W Beaugard Ave FL 2 San Angelo, TX** its successors and assigns hereinafter, called "Client", and Accent Food Services, LLC of Austin, TX, its successors and assigns, hereinafter called "Operator," it is agreed that:

1. **SERVICES.** Client grants Operator the exclusive right and privilege to sell food and beverage products at Client's establishment at **113 W Beaugard Ave FL 2 San Angelo, TX** (referred to hereinafter as "Premises"). This agreement will automatically include any additional establishments that Client requests service, and/or any establishment that Client relocates to from the address above, during the term of this agreement. The Operator will provide machines and keep them supplied and serviced so as to adequately provide, under normal conditions and within specified lunch and rest periods, Client's employees and visitors with sufficient amounts of food, and beverages of good quality, prepared and dispensed in conformity with all applicable State, Federal and other health and sanitation standards. If the average number of employees using the service increases appreciably, Operator, at no extra cost to Client shall furnish such additional equipment as Operator deems necessary and proper for prompt servicing of Client's employees and visitors and to permit convenient consumption of the food, and beverages during designated lunch and rest periods.
2. **UTILITIES AND SERVICE CONNECTIONS.** Client shall at its own expense provide Operator all necessary utility outlets at the designated areas where vending equipment is to be located and shall also furnish without cost to Operator all necessary heat, hot and cold water, gas, lights and electric current and will permit interruption in such services only in cases of emergency. Client agrees to notify Operator immediately of any interruption or proposed interruption of such services.
3. **EQUIPMENT PLACEMENT AND TITLE.** Operator shall install vending machines. Such machines or any others installed by Operator under this agreement and their contents are and remain the property of Operator. Operator shall have the right at any reasonable time to remove or replace any of the machines so installed as Operator deems necessary without affecting any other provisions of this agreement. Operator may place additional machines as deemed necessary or convenient with the consent of Client. Client may request additional machines as it feels needed to perform the services called for herein. Client agrees to permit only personnel authorized by Operator to remove or tamper in any way with any of the machines.
4. **MAINTENANCE AND SANITATION.** Operator shall provide vending products that are fresh, wholesome, sanitary, and of varied selection. Operator will use best efforts to provide the items requested or suggested by Client's employees. Operator shall refund promptly to any customer money paid for which no product was received or for which an inferior, spoiled or outdated product was received. The reimbursement program must be approved by Client. Operator shall operate and maintain all vending machines in a clean, sanitary condition in accordance with recognized standards for such machines and in accordance with all laws, ordinances, regulations and rules of Federal, State and local authorities. Client will keep the areas in which the vending machines are located and all service areas in a clean and sanitary condition and shall dispose all garbage and trash that may result from the operation of the vending service and will replace expendable items as needed all in accordance with all laws, ordinances, regulations and rules of Federal, State and local authorities.
5. **PERSONNEL.** Operator's personnel will at all times be dressed in clean, neat uniforms and will observe all regulations in effect at described premises. Operator shall not retain at the Premises any employee not acceptable to Client. Operator's employees shall have periodic health examinations as frequently and as thoroughly as required by law and good practice. Client agrees to furnish Operator's personnel with any necessary identification passes required for entrance to or exit from the described Premises at all reasonable times. Client shall not impose any regulations on Operator's employees not imposed on Client's employees. Operator agrees that its employees and agents shall comply with and observe all applicable rules, instructions, regulations and codes of conduct specified by Client, that Client has provided to Operator in advance in writing, designed to protect the safety of Client's employees and the security of the Premises. Client reserves the right to refuse to admit any employee or agent of Operator whose conduct or actions endanger the safety of Client's employees or the security of the Premises. Operator shall be responsible for all of its employees or agent's behavior and actions while conducting work on behalf of the Operator at the Premises. Operator shall be solely responsible for the payment of wages, salaries, benefits, and other amounts due its employees and agents. Additionally, Operator shall be solely responsible for all reports and obligations respecting its personnel relating to social security, income tax, and pension, unemployment withholding compensation, workers' compensation, and similar matters.
6. **INDEMNITY-DAMAGES.** Operator shall and hereby does indemnify, hold harmless and defend Client, its officers, directors, employees and agents from and against all claims, losses, liabilities, damages, and expenses (including reasonable attorney's fees) for personal injury, death, property damage, violations of federal, state, or local laws and regulations relating to health, safety and sanitation, or other losses which are proximately caused by the performance by Operator, its employees or agents under this Agreement or which are proximately caused by the consumption or use of any products sold in the vending machines provided hereunder.
7. **INSURANCE.** Operator will maintain and bear the expense of the following insurance:
 - (a) Workmen's Compensation as prescribed by the laws of Texas.
 - (b) Comprehensive General Liability coverage including bodily injury and property damage with Occurrence limit of \$1,000,000 and General Aggregate limit of \$2,000,000.
 - (c) Comprehensive Automobile Liability with combined single limit of \$1,000,000 for each Accident or Occurrence.
 - (d) Commercial Excess (Umbrella) Liability coverage with limits of \$5,000,000 each Occurrence/Aggregate.

8. NOTICE OF CLAIMS (Accident or Product Liability) Client shall promptly notify Operator in writing of any claims against either Client or Operator, and in the event of a suit being filed, shall promptly forward to Operator all papers in connection therewith. Client shall not incur any expense or make any settlement of any such claims or suit without Operator's consent.

9. TERM. This agreement shall become effective. This agreement remains in force for a period of 12 months from the date hereof the "Term." This agreement is deemed to be automatically renewed for successive Terms upon the same terms and conditions as set out herein, unless either party gives written notice of termination at least sixty (60) days prior to the expiration of a Term, or any subsequent Term, as applicable.

10. PRICES. The initial prices charged by Operator shall be fixed during the initial twelve (12) months of this agreement, provided however that fresh food items are always priced based on market conditions. Thereafter, product pricing may be increased from time to time to adjust for increases in cost, and to remain reasonable and competitive with prices charged in comparable establishments in the geographic area of Client for comparable products.

LSS Chips	1.35
Crackers	1.35
Cookies	1.35
Cookies LSS	1.50
Healthy	1.35
Nuts 1.5oz	1.35
Popcorn	1.35
Pastry	1.65
Gum & Mints LS	1.35
Beek Jerky	1.75
Candy	1.35
Candy LSC	1.85

11. COMMISSION. Operator shall pay Client a monthly commission. Such payment shall be made by the 20th calendar day of each month for all commissions due through the last calendar day of the preceding month. Commissions will be calculated by multiplying net sales (collections minus any applicable sales tax and credit card fees) of snacks and soft drinks by a rate of 13%. Cold food, frozen food and hot drink sales at a rate of 5% commissions. Additionally, any commission check not cashed within 90 days of issuance will be voided, without any liability or obligation to re-issue by Operator.

12. BUSINESS INTERRUPTION. If, because of riots, war, public emergency or calamity, fire, earthquake, Act of God, governmental restrictions, labor disturbances, or strikes, business operations at described Premises shall be interrupted or stopped, performance of this agreement, with the exception of moneys already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence and the expiration date of this agreement shall be extended for a period of time equal to the time that such default of performance is excused.

13. CANCELLATION BREACH. In the event any provision of this agreement is violated by either party, the other party shall serve written notice upon the breaching party setting forth the violations and demanding compliance with the agreement. Unless within 30 calendar days after serving such notice, such violations shall cease or arrangements (reasonably satisfactory to the suffering party) are made for corrections, the suffering party may terminate this agreement by serving 30 days written notice of its intention to cancel the agreement on the offending party by registered or certified mail.

14. TERMINATION. Upon the termination of this agreement, Operator shall vacate all parts of the Premises occupied by Operator and shall return same to Client together with all equipment furnished by Client in the same condition as when originally made available to Operator, reasonable wear and tear excepted. If Operator fails to remove its property and effects upon termination of this agreement, within a reasonable time, Client shall have the right to remove and store all of said property and effects at the expense of Operator.

15. INDEPENDENT CONTRACTOR. It is mutually understood and agreed that it is the intent of the parties hereto that an independent contractor relationship is hereby established under the terms and conditions of this agreement. Nothing in this Agreement is intended or will be construed to create any partnership, joint venture, joint enterprise or other similar joint relationship, nor shall either party be deemed to be an employee, agent or legal representative of the other for any purpose whatsoever. Neither party will have any authority, whether express, implied or apparent to assume or create any obligations for, on behalf of, in the name of, or for the benefit of the other.

16. NOTICES. All notices as required herein or otherwise to Client shall be addressed to it at 113 W Beauregard Ave FL 2 San Angelo, TX. All notices to Operator as required herein or otherwise shall be addressed to it at P.O. Box 81515 Austin, TX78708.

17. LAWS APPLICABLE. The provisions of this agreement shall be construed under the laws of the State of Texas. Venue shall be Tom Green County, Texas.

18. RIGHT TO DO BUSINESS. This agreement is entered into by Operator on the express warranty and representation that Client owns and operates the business conducted at the described premises or has the authority to enter into this agreement.

19. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties whether written or oral with reference to the subject matter of this agreement are canceled and superseded.
WITNESS our hands and seals this ___ day of _____ 20 19

Accent Food Services, LLC

Signed _____

Printed _____

County of Tom Green

Signed 

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