



HEALTHY VENDING MACHINE PLACEMENT & OPERATIONS AGREEMENT

This agreement made this 6th day of February, 2012.

Between:

The Vending Operator: Healthy Eats Vending, LLC
Contact Name: Melissa Epstein
Address: 81 Windsor Drive, Eatontown, NJ 07724
Phone: (732) 766-5462
Email: melissae@humanvending.com

And:

The Location: Brick Township Board of Education
Contact Name: James Edwards
Address: 101 Hendrickson Avenue, Brick, NJ 08724
Phone: (732) 785-3000 ext. 1016 Fax:
Email: jedwards@brickschools.org

Terms and Conditions:

- 1) The Vending Operator agrees to supply The Location with a quantity of 2 Healthy Vending Machines. One machine will be placed at Brick Township High School (location to be determined) and one machine will be place at BMHS (location to be determined).
2) The Vending Operator will service and maintain the Healthy Vending Machine(s) to the highest standard at all times. This service will include:
(a) Replenishing the machine(s) with consumables regularly.
(b) Keeping machine(s) in a presentable manner at all times.
(c) Providing The Location with contact details for service/maintenance calls if required.
(d) Paying The Location all commissions no later than the 30th day following the end of each calendar quarter. Commissions will be paid the following quarter for the previous quarter. (As per Clause 6).
3) It is mutually agreed that the Healthy Vending Machine(s) and its contents, which include consumables, coins and cash, are the sole property of The Vending Operator at all times.
4) The Vending Operator shall carry a \$1,000,000 blanket liability insurance policy at a minimum and shall name The Location as an additional insured.
5) The Location agrees to provide ample space for the Healthy Vending Machine(s) along with access to electricity at no cost to The Vending Operator.

6) The Vending Operator agrees to pay The Location a commission of the total net monthly sales of all products in the following tiered structure:

- 0 - 19 vends/day: 5%
- 20 - 30 vends/day: 10%
- 31 - 40 vends/day: 15%
- 41 - 59 vends/day: 20%
- 60+ vends/day: 25%

Vends/day calculations will be computed monthly by taking the monthly vends and dividing by the total days in the month, that number will then be divided by the number of vending machines in the locations. Upon request by the Location, the Vending Operator will provide a report of all transactions. The report will show a break down of items purchased. One (1) commission check will be given to The Location each quarter.

7) The Vending Operator may opt to remove the Healthy Vending Machine(s) from The Location in the event any of the following takes place:

- (a) The machine(s) does not reach and maintain a minimum of 20 sales per day (per machine) within the first 90 days of operation.
- (b) The machine(s) is vandalized in any way. A 7 day written notice must be given by The Vending Operator to The Location.
- (c) The Location installs a vending machine(s) similar to, or the same as, the machine(s) provided by The Vending Operator.

8) The Location may request (a 7 day written request must be given), that the Healthy Vending Machine(s) be removed in the event any of the following takes place:

- (a) Machine(s) is neither presentable nor maintained to an acceptable level.
- (b) Relationship fails to be suitable to The Location. A 7-day written notice must be given to The Vending Operator to rectify any and all discrepancies. If all discrepancies have not been corrected, The Location may request (a 7 day written notice must be given) the machine(s) be removed from the premises at the expense of The Vending Operator.

9) The Vending Operator shall defend, indemnify and hold the Brick Township Board of Education harmless with respect to any claim for injury to property or person arising out of the acts of The Vending Operator, its subsidiaries, parents, agents, principals or employees or arising out of issues created by the Health Vending Machines.

10) This Agreement supersedes and replaces all previous agreements between the Parties.

Signed by:

The Vending Operator:

(Signature)

(Print Name)

(Title)

(Date)

The Location:

(Signature)

(Print Name)

(Title)

(Date)