



VENDING MACHINE PLACEMENT AGREEMENT

This Vending Machine Placement Agreement (the "Agreement") is made and entered into on [DATE] _____, by and between SafeChoice LLC (the "Company"), and [PROPERTY OWNER NAME] _____ (the "Property Owner"), for the placement of a vending machine on the Property Owner's property.

1. Parties

This agreement (the "Agreement") is made and entered into on [DATE], by and between: SafeChoice LLC (the "Company"), with a mailing address of 215 West 101st, Apt 7G, New York, NY, 10025, and [PROPERTY OWNER NAME] _____ (the "Property Owner"), with a mailing address of [ADDRESS] _____ (the "Property").

2. Vending Machine and its Placement

The Company shall provide a SafeChoice vending machine (the "Vending Machine") and shall be responsible for setting it up, stocking, and restocking it. The Vending Machine shall be located on the Property Owner's property at [ADDRESS] _____.

3. Term of Agreement

This Agreement shall commence on [START DATE] _____ and terminate on [END DATE] _____. Both parties may mutually agree to extend the term of this agreement. Renewal agreements will be provided 30 - 60 days prior to the end date stated in the Agreement.

4. Machine Placement

The Company shall provide a SafeChoice vending machine (the “Machine”). The Property Owner shall designate a suitable location for the Machine(s) that meets the specifications provided by the Company. The Property Owner shall ensure that the Machine(s) is placed in a prominent, well-lit area that is accessible to the students and staff of the Property. The Property must have security cameras monitoring the location of the machine. This includes but is not limited to the physical location of the Machine(s) along with entryways and exits for the Property. The camera footage must be accessible by the Company as requested. If the Property Owner provides a location for the Machine(s) that does not have security cameras then the Property Owner will be responsible for keeping the Machine(s) secure. The Property Owner shall also be responsible for providing electrical outlets and internet connectivity if required for the Machine(s) to operate. The Property Owner will be responsible for providing electricity to the Machine(s). The Property shall be accessible to the Company and their personnel at all times to allow the Company to keep the Machine(s) fully stocked and conduct proper maintenance as needed.

5. Products and Inventory

The Machine(s) shall dispense a range of products, including but not limited to condoms, contraceptives, over-the-counter levonorgestrel pills, feminine hygiene products, and other essential everyday-use products. The Company will keep the Machine(s) fully stocked and be responsible for restocking the Machine(s) as needed. The Machine(s) will also always maintain additional inventory of the most popular products on-site within the Machine(s) storage.

6. Maintenance and Service

The Company shall be responsible for the regular maintenance and upkeep of the Machine(s) to ensure that it is in good working order. The Company shall perform any necessary repairs or service on the Machine(s) as needed and shall provide a contact person and phone number for reporting any issues or problems with the Machine(s). The Property Owner shall not perform any maintenance or service tasks on the Machine(s) unless discussed with the Company and approved by the Company via written approval. At no point is the Property Owner allowed to make modifications to the Machine(s) or its location unless discussed with the Company and approved by the Company via written approval.

7. Indemnification Clause

The Property Owner agrees to indemnify and hold harmless the Company, its officers, directors, employees, agents, and representatives, from and against any and all claims, actions, suits, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the placement, operation, or maintenance of the vending machine on the Property Owner's property, including but not limited to any injury, damage, or loss caused by the use of the vending machine, any breach of this Agreement, or any violation of any applicable law or regulation. This indemnification obligation shall survive the termination of this Agreement.

8. Liability and Insurance

The Company shall assume responsibility for any injury resulting from the use of the Machine(s) due to a defect or malfunction of the Machine(s). The Company shall maintain appropriate insurance coverage to cover any damages or losses for the Machine. In the situation that the Property Owner does not comply with providing what is necessary to conduct an insurance claim in the event that it is necessary, then the Property Owner shall assume responsibility for any damage or theft of the Machine(s) occurring on the Property.

9. Confidentiality and Privacy

The Company shall take all reasonable steps to protect the confidentiality and privacy of the vending machine users and their personal information. the Company shall only use the personal information of the users for the purpose of providing the vending machine services and analyze data related to the sale of such products in order to determine which products are not. The Company shall comply with all applicable data protection and privacy laws and regulations.

10. Termination Clause

The Company may terminate this Agreement upon 30 days written notice to the other party. The Property Owner may request that the Company terminate the agreement at any time via a written notice but will only be executed upon approval from the Company. If the Property Owner requests to terminate the agreement before the end of the term, the Property Owner shall pay a termination fee equivalent to the cost to install and remove the Machine(s).

11. Advertising

Advertisements will be run periodically on the Machine(s) screen. The advertisements will all be reviewed and approved by the Company prior to being run on the Machine(s). Proper due diligence on the company looking to place the advertisement will also be conducted. The Company, SafeChoice LLC, will not be responsible for issues with the advertisement companies. The ethics and ideas held by the advertisement companies and management do not reflect the ethics and ideas of SafeChoice LLC and their employees / management. All advertisements will be removed within 30 days by the Company as requested via written notice by the Property Owners.

12. Amendment Clause

This Contract represents the entire agreement between the parties and supersedes all prior or contemporaneous agreements, whether written or oral. No verbal or written statements or agreements made by the parties, either prior to or after signing this Contract, shall modify or alter its terms.

Only written and signed amendments that expressly refer to this Contract shall be considered valid and enforceable, and shall take precedence over any conflicting terms in the original Contract. Such amendments must be signed by both parties to be deemed valid and effectual.

13. Governing Law and Dispute Resolution

This agreement shall be governed by and construed in accordance with the laws of the state of New York without regard to conflicts of law principles. In the event of any dispute arising out of or relating to this Agreement, the parties agree to first attempt to resolve the dispute through good faith negotiations. If the parties are unable to resolve the dispute through negotiations within 30 days of written notice of the dispute, either party may file a lawsuit in the appropriate court of New York, New York to resolve the dispute. The parties agree that any legal action arising out of or in connection with this Agreement shall be brought in the courts of New York, New York, and the parties hereby consent to the jurisdiction of such courts.

14. Signatures

This agreement shall be signed by authorized representatives of both the Company, the Property Owner, and a representative of the university in connection to the Property to indicate agreement to the terms and conditions outlined in the contract. The signatories shall include the names, signatures and titles of the individuals signing, as well as the date of execution of the contract. By signing below, the parties acknowledge and agree to the terms of this Agreement.

SIGNATURE DOCUMENT

The Company - SafeChoice LLC Property Owner -

Name - _____

Name - _____

Signature - _____

Signature - _____

Title - _____

Title - _____

Date - _____

Date - _____

University Representative - _____

Name - _____

Signature - _____

Title - _____

Date - _____

