

VENDING MACHINE PLACEMENT AGREEMENT

This Vending Machine Placement Agreement ("Agreement") is entered into as of **[Effective Date]**, by and between:

Unique Vending Technologies LLC, a Tennessee limited liability company, part of **Stonehaven Equity LLC**, with its principal office at **501 Union St, Ste 545 PMB 787089, Nashville, TN 37219, Davidson County, USA**, and an operational location at **2401 Broad St, 2nd Floor, Chattanooga, TN 37408** ("Provider")

and

[Location Legal Name] ("Location")

collectively referred to as the "Parties."

1. TERM AND TERMINATION

1.1 Term

This Agreement shall commence on the Effective Date and shall continue for an initial term of **__ years**. Upon expiration of the initial term, this Agreement shall automatically renew for successive **one (1) year** renewal terms unless terminated by either Party in accordance with this Agreement.

1.2 Termination

Either Party may terminate this Agreement for any reason by providing **ninety (90) days written notice** to the other Party.

Notwithstanding the foregoing, if the machines placed at the Location fail to generate the **minimum required revenue of \$__ per month**, Unique Vending Technologies LLC may remove the machines with **fourteen (14) days written notice**.

Alternatively, the Location may elect to keep the machines in place by paying the difference between the **minimum required revenue** and the **actual monthly sales**. This amount shall be calculated monthly as follows:

Minimum Required Revenue – Actual Monthly Sales = Balance Due

Upon payment of the balance due, service shall continue for the applicable month.

2. COST AND FEES

2.1 No Cost to Location

There is **no rental fee or placement cost** to the Location for the vending machines provided under this Agreement.

3. MACHINES PROVIDED

3.1 Ownership

All vending machines, coffee machines, and micro market equipment placed at the Location remain the sole property of **Unique Vending Technologies LLC**.

3.2 Machine List

The following machines shall be placed at the Location under this Agreement:

Machine Type	Model	Machine Number	Exact Placement Location

Additional machines may be added by written agreement of both Parties.

4. SERVICES PROVIDED BY UNIQUE VENDING TECHNOLOGIES LLC

Unique Vending Technologies LLC shall be fully responsible for all services related to **vending machines, coffee machines, and micro markets** placed at the Location, including but not limited to:

- Supplying and installing all machines and equipment
- Stocking products best suited to the Location's needs
- Ongoing maintenance, repairs, and servicing
- Product refilling and inventory management
- Machine software, payment system, and technical support

All services related to the equipment are provided exclusively by **Unique Vending Technologies LLC**.

5. LOCATION RESPONSIBILITIES

In addition to general cooperation, the Location agrees to provide the following for all equipment types (vending machines, coffee machines, and micro markets):

The Location agrees to provide: - Adequate and continuous access to all machines and equipment - A standard **110-volt power supply** for each machine (additional power requirements, if any, will be disclosed in advance) - A safe, clean, dry, and secure environment suitable for public-use equipment - Sufficient floor

space and clearance as required for each machine type - Internet or cellular access **only if required** for specific equipment (e.g., micro market kiosks)

The Location shall not move, modify, or service the machines without written approval from **Unique Vending Technologies LLC**.

6. ACCESS, HOURS OF OPERATION, AND SERVICE WINDOWS

6.1 Access Rights

The Location shall provide Unique Vending Technologies LLC, its employees, contractors, and authorized service providers reasonable access to all vending machines, coffee machines, and micro markets for purposes of installation, inspection, restocking, servicing, maintenance, repairs, upgrades, software updates, and removal.

6.2 Location Hours of Operation

The Location shall specify its normal hours of operation below:

- **Days Open:** _____
- **Hours Open:** _____

6.3 Approved Service and Restocking Times

Unique Vending Technologies LLC is authorized to access the equipment during the following approved service and restocking windows:

- **Service Days:** _____
- **Service Hours:** _____

If the Location operates 24 hours per day, seven (7) days per week, service access shall be permitted at any time unless otherwise specified in writing.

6.4 After-Hours and Emergency Access

In the event of equipment malfunction, safety concerns, or urgent service needs, the Location agrees to provide Unique Vending Technologies LLC reasonable after-hours or emergency access upon notice, when feasible.

6.5 Changes to Hours

The Location shall notify Unique Vending Technologies LLC in writing of any permanent or temporary changes to operating hours or access restrictions. Failure to provide reasonable access may result in delayed service, reduced product availability, or removal of equipment without penalty to Unique Vending Technologies LLC.

7. REVENUE SHARE (OPTIONAL)

This section applies to **vending machines, coffee machines, and micro markets only**.

Please select **one** of the following options:

☐ **No Revenue Share**

The Location does not participate in revenue sharing. Standard product pricing applies. In lieu of revenue sharing, the Parties agree that **Unique Vending Technologies LLC** shall pay the Location a fixed utility reimbursement fee of **\$__ per month** to cover the cost of electricity and water usage associated with the machines. The Parties acknowledge that the average machine typically generates approximately **\$5-\$8 per month** in electricity costs.

☐ **Revenue Share Selected**

The Location participates in revenue sharing at the following percentage:

Revenue Share Percentage: __ %

The Location acknowledges that when revenue sharing is selected, product prices may be adjusted accordingly to cover the agreed revenue share.

8. PAYMENT METHODS, INSURANCE, LIABILITY, THEFT, AND UTILITIES

8.1 Cashless Payment Systems

All vending machines, coffee machines, and micro markets operate using **cashless payment systems only**, including credit cards, debit cards, and approved digital payment methods. No cash is accepted, stored, processed, or handled at the Location.

8.2 Insurance and Licensing

Unique Vending Technologies LLC represents and warrants that it is **fully licensed and insured** in accordance with all applicable federal, state, and local laws. Insurance coverage includes, but is not limited to, general liability and property coverage customary for the vending and micro market industry.

8.3 Theft and Vandalism

Except to the extent reasonably attributable to the acts or omissions of the Location's personnel, agents, or contractors, **Unique Vending Technologies LLC shall bear the risk of loss** to the vending machines, coffee machines, micro market equipment, and products resulting from theft or vandalism while such equipment is placed at the Location.

The Location agrees to take reasonable precautions to ensure that the equipment is not intentionally vandalized, damaged, or manipulated. In the event of theft, attempted theft, or vandalism, the Location shall notify Unique Vending Technologies LLC as soon as practicable.

If theft or vandalism becomes recurring or materially impacts the safe operation of the equipment, Unique Vending Technologies LLC reserves the right to remove the equipment **without notice and without penalty, loss, or default** under this Agreement.

8.4 Liability and Damage Responsibility

The Location shall not be responsible for damage to the machines, equipment, or products, except to the extent such damage is caused by the gross negligence or willful misconduct of the Location. Unique Vending Technologies LLC shall not be responsible for loss or damage caused by vandalism, theft, fire, flood, power outages, network interruptions, payment processor outages, or misuse by third parties beyond reasonable control.

8.5 Utilities

The Location shall provide, at its own expense, standard **110-volt electrical power** required to operate the machines. Water or additional utilities shall be provided **only if required** for specific equipment and agreed upon in writing by the Parties.

9. GENERAL PROVISIONS

9.1 Independent Contractors

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, or employment relationship.

9.2 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions or agreements.

9.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state in which the Location operates.

10. COMPANY INFORMATION

Provider Information

Legal Name: Unique Vending Technologies LLC

Principal Office: 501 Union St, Ste 545 PMB 787089, Nashville, TN 37219, Davidson County, USA

Chattanooga Location: 2401 Broad St, 2nd Floor, Chattanooga, TN 37408

Parent Company: Stonehaven Equity LLC

Website: www.UniqueVending.ai

Email: Info@UniqueVending.ai

Phone: 423-227-3865

11. SIGNATURES

By signing below, the Parties agree to the terms and conditions of this Agreement.

Unique Vending Technologies LLC

Name: ____

Title: ____

Signature: ____

Date: ____

Location

Business Name: ____

Authorized Representative: ____

Signature: ____

Date: ____