

FOX VENDING SERVICE LOCATION AGREEMENT

THIS AGREEMENT, made this July 1, 2021 by and between Fox Vending, Inc., an Illinois corporation, hereinafter referred to as "OPERATOR", and The Wheaton Park District, located at 1777 S. Blanchard, Wheaton, Illinois and Central Athletic Complex, located at 500 S. Naperville Road, Wheaton, Illinois, hereinafter referred to as "LOCATION" provides as follows:

In consideration of and in reliance upon the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby expressly acknowledged and affirmed, the Parties agree:

1. The LOCATION shall make available to the OPERATOR, suitable space at the above-described premises for the installation of the following described vending machine equipment (the "Equipment") as listed in Addendum A, attached hereto and incorporated by reference herein.

2 Snack Merchandisers, 1 Hot Beverage Merchandiser @ 1777 S. Blanchard
1 Snack Vendor @ 500 S. Naperville Rd.

2. The LOCATION agrees that during the term of this AGREEMENT, the OPERATOR shall have the right to maintain all SNACK and HOT BEVERAGE vending machines on the premises and that the LOCATION shall not permit anyone to install or maintain any other SNACK or HOT BEVERAGE vending machines on the premises. The OPERATOR understands that the COLD BEVERAGE vending equipment is not part of this agreement.
3. The OPERATOR shall service the Equipment at such intervals it shall deem advisable, and its service representative, at the time of servicing, shall collect monies for products sold.
4. The Equipment installed hereby, shall remain the property of OPERATOR, its successors or assigns. It is also agreed that the LOCATION will not permit removal of OPERATOR'S Equipment from its premises by anyone except an authorized representative of OPERATOR, otherwise the LOCATION shall be liable for the costs of said Equipment plus installation costs.
5. The LOCATION shall assume responsibility for all of the OPERATOR'S Equipment and inventory, including the indemnification of OPERATOR against any loss to the OPERATOR occasioned by the damage or loss of OPERATOR'S Equipment by fire, theft, vandalism, or malicious mischief, or any other cause usually insured against in standard Fire Insurance policies with extended coverage.
6. This AGREEMENT shall bind the parties, their respective agents, assigns, affiliates, parents, subsidiaries, and successors. The LOCATION further agrees to notify any prospective purchaser of the existence of this AGREEMENT and to provide for the assumption of this AGREEMENT by the new purchaser upon terms acceptable to the OPERATOR.
7. The OPERATOR agrees to pay the LOCATION a percentage of the net sales on each snack machine. The OPERATOR will provide a statement of sales to the LOCATION once per quarter and commissions will be paid quarterly. Commission will be based on a minimum gross weekly sales requirement (see below). Commission schedule is as follows:
 - a. \$75.00 per week or more, each snack machine: 15%
8. It is mutually agreed that the duration of this AGREEMENT shall be for a period of 24 months, from the date hereof, and shall renew itself automatically for like periods, and the same terms and conditions, unless either party first gives the other written notice, sent by Certified Mail, of its intention to "non-renew" said AGREEMENT, prior to sixty (60) days of the expiration of this AGREEMENT or any renewal period thereof

Initials

(continue from page 1)

9. This AGREEMENT supersedes all prior contracts and understandings between the Parties and may not be modified other than in writing signed by both Parties. This AGREEMENT constitutes the entire agreement between and among the Parties and no understanding(s), agreement(s) or representation(s), verbal or otherwise, exist or have been made outside of this AGREEMENT by or between the Parties. Any and all disputes relating to this AGREEMENT must be resolved according to Illinois law and must be filed in the Circuit Court of Cook County, Illinois. The prevailing party in any action filed related to this AGREEMENT shall be entitled to recover its costs and expenses from the other party, including, without limitation, reasonable attorney fees.

Signed: _____ Date: _____
Authorized Representative, OPERATOR

Signed:  _____ Date: 6/10/21
Printed Name: Michael Benard
Authorized Representative, LOCATION



CERTIFICATE OF LIABILITY INSURANCE

OP ID: RR

DATE (MM/DD/YYYY)

01/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McNellis & Company, Inc. 9401 S. Pulaski Evergreen Park, IL 60805 Anthony Carey	CONTACT NAME:		
	PHONE (A/C, No, Ext): FAX (A/C, No):		
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #: FOXVE-1		
INSURED Fox Vending, Inc. 9717 S. 76th Avenue Bridgeview, IL 60455	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Grange Indemnity Insurance Co		10322
	INSURER B : Hartford Insurance Company		22357
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		2776332	02/01/2021	02/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
						Empl Ben \$ 3,000,000
A	AUTOMOBILE LIABILITY		2776333	02/01/2021	02/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	BODILY INJURY (Per person) \$				
	ALL OWNED AUTOS	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> SCHEDULED AUTOS	PROPERTY DAMAGE (PER ACCIDENT) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
	COMP/COLL DED = \$1,000					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		2776334	02/01/2021	02/01/2022	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 3,000,000				
	DEDUCTIBLE	\$				
	<input checked="" type="checkbox"/> RETENTION \$ 0	\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A	83WECAC4M04-015	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	E.L. EACH ACCIDENT \$ 500,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - EA EMPLOYEE \$ 500,000				
		E.L. DISEASE - POLICY LIMIT \$ 500,000				
A	Property		2776332	02/01/2021	02/01/2022	Building 1,753,000 BPP 687,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

WHEATPD

Wheaton Park District
1777 S. Blanchard
Wheaton, IL 60137

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Molly M. Tracy

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