

VENDING AND OFFICE BEVERAGE PRODUCTS AGREEMENT

This Vending and Office Beverage Agreement (this "Agreement") is made as of the May 19, 2014 (the "Effective Date"), by and between the Mark Vend Company (the "Vendor"), and the Park District of Oak Park (the "Customer").

1. Equipment and Products; Exclusivity. During the Term, as defined in Section 7, the Vendor shall provide the following services and supply the following equipment and products to the Premises, as defined below:

(a) install, operate, supply, and service automatic vending equipment (the "Vending Services Equipment") for the dispensing of food, juice, and other non-alcoholic beverages (the "Vending Products");

(b) install, operate, supply, and service office coffee equipment (the "Office Coffee Equipment"); and

(c) provide all of the Customer's requirements of (i) office coffee and packaged beverages, (ii) food, juice and other non-alcoholic beverages, including, but not limited to, the Vending Products, and (iii) related products, including, without limitation, filtered water machines, cocoa, sweeteners, cream, tea, cutlery, plates, napkins and cups in each case ("Office Beverage Products)."

(d) provide a mix of healthy snacks and beverages equally 40% of all snacks and beverages offered. The Vendor may request to change the healthy vending mix of products with the prior written consent of the Customer.

The Vending Services Equipment and Office Coffee Equipment are referred to collectively as the "Equipment." The Vending Products and the Office Beverage Products are referred to collectively as the "Products."

2. Exclusivity. During the Term, the Customer will not acquire Equipment or Products for the Premises from any source other than the Vendor, except that food, snacks, and drinks sold in concession stands or kiosks are not exclusive to the Vendor, and the Customer may acquire those products for concession stands and kiosks from any source. Those products, however, must be priced for sale the same as the products in the vending machines.

3. Premises. The Premises are defined in Schedule A attached to and by this reference incorporated into this Agreement. The Customer must keep the Premises where Equipment is located in generally clean and safe condition consistent with the Customer's standard practices and must maintain in generally good and safe working condition electricity service, Internet service, and other facilities used in connection with the Equipment. The Customer will furnish and bear the cost of the utilities necessary for the continuous operation of the Equipment, including without limitation

electricity and Internet connections as necessary. The Vendor will be provided reasonable access to the Equipment to allow Vendor to collect money from, restock, and service, and to remove and replace, the Equipment in accordance with the provisions of this Agreement.

4. Payments and Terms. The Customer shall pay to the Vendor all amounts for the Products properly invoiced within 30 days after the Customer receives an invoice from the Vendors. The Vendor will pay the Customer commissions on sales made through the Vending Equipment as set forth in Schedule B attached to and by this reference incorporated into this Agreement. Credit card fees will be deducted from the Customer's commissions.

5. Goods and Services Sold and Price. Initially, the prices charged will be as set forth on Schedule B. The Customer and the Vendor acknowledge that wholesale prices of goods provided by the Vendor hereunder fluctuate. The Vendor thus may change the pricing for the Office Beverage Products or the Vending Products or both with the prior written consent of the Customer, which consent may not be unreasonably withheld, delayed, or conditioned.

6. Equipment Ownership, Failure, Changes. The Equipment and all replacements or additions to the Equipment is the property of the Vendor. The Customer does not, and will not, have any ownership or proprietary rights in any of the Equipment. The Customer shall not permit the removal of any Equipment from the Premises except by the Vendor or as provided in Section 10 of this Agreement. Customer shall notify Vendor promptly of any failure of the Equipment to function properly. The Customer will permit only authorized agents of the Vendor to open, attempt to repair, or otherwise tamper with the Equipment. The Vendor may change, replace, or remove any Equipment in order to best align the Equipment with realized sales. The Vendor will not charge the Customer for any such change, replacement, or removal except only if the change, replacement, or removal is required done as a result of damage to or theft of any Equipment by the Customer or its agents or employees.

7. Term of Agreement. This Agreement is effective from the Effective Date through May 18, 2016 (the "Initial Term"), and shall automatically renew for successive two (2) month renewal periods ("Extended Terms", and, collectively with the Initial Term, the "Term") unless either party gives written notice of non-renewal thirty (30) days prior to the end of the then-current term (such termination to be effective at the expiration of such Initial or Extended Term)

8. Termination of Agreement by Customer.

(a) Termination for Breach. If the Vendor breaches, or fails to perform under, a provision of this Agreement, and if that breach or failure to perform is not cured within twenty (20) business days after the Vendor receives written notice from the Customer specifying the breach or failure (the "Vendor Cure

Period”), then the Customer may terminate this Agreement immediately on expiration of the Vendor Cure Period.

(b) The Customer will be responsible for all charges incurred under this Agreement through the effective date of termination and shall pay all properly invoiced amounts (including invoices received after the termination date for supplies and services rendered prior to the termination date).

9. Termination of Agreement by Vendor.

(a) If the Customer fails to pay any amount due to the Vendor from the Customer under this Agreement or breaches, or fails to perform under, a provision of this Agreement, and if that breach or failure to perform is not cured within twenty (20) business day after the Customer receives written notice from the Vendor specifying the breach or failure (the “Customer Cure Period”), then the Vendor may terminate this Agreement immediately on expiration of the Customer Cure Period.

(b) If this Agreement fails to generate sufficient net income to the Vendor, then the Vendor may terminate this Agreement sixty (60) days after the Customer receives written notice of the Vendor's intent to terminate.

(c) The Customer will be responsible for all charges incurred under this Agreement through the effective date of termination and shall pay all properly invoiced amounts (including invoices received after the termination date for supplies and services rendered prior to the termination date).

Upon the termination of this agreement, Vendor shall have reasonable access to the Premises to remove all Equipment and unsold goods.

10. Removal of Equipment. At the end of the Term, or if the Term is extended at the end the Renewal Term, or on termination of this Agreement by the Vendor or the Customer, the Vendor must remove all Equipment from the Premises within ten (10) business days. If the Vendor fails to remove the Equipment within the required 10-day period, then the Customer may remove the Equipment using its own forces or third-party forces and store the Equipment in a secure location. The Equipment thereafter will be released to the Vendor after payment by the Vendor to the Customer for all costs and expenses incurred by the Customer for removal and storage of the Equipment.

11. Insurance; Damage to Equipment. At all times during the Term, the Vendor must carry insurance coverage in amounts consistent with industry practice. The insurance will not be subject to any non-standard exclusion from, restriction of, or limitation in, coverage or any material difference in deductibles, as then standard in the industry. The Vendor must provide the Customer with certificates of insurance stating the coverage carried by the Vendor. The Customer must keep the Equipment (including any replacements) insured at all times during the Term or any Extended

Term at replacement value for the benefit of the Vendor. The Customer will be responsible for all damage to or theft of the Equipment.

12. Limitation on Liability. Notwithstanding anything to the contrary herein, Vendor's liability for any loss arising out of the products or services provided to Customer hereunder shall be limited to the sum of (i) the net income to Vendor for sales made hereunder in the contract year during which the loss occurred; and (ii) the aggregate amount of insurance actually collected by Vendor with respect to such loss.


In no event will either the Vendor or the Customer be liable to the other party for any punitive, incidental, indirect, or consequential damages (collectively referred to as "Special Damages") of any kind in connection with this Agreement, even if the party who is liable has been informed in advance of the possibility of Special Damages.

13. Miscellaneous Provisions. This Agreement, together with Schedule A and Schedule B, each as amended from time to time, represents the entire Agreement among the parties and can be amended only by written agreement executed by both parties. The Vendor shall have the right to assign this Agreement in whole or in part. The laws of the State of Illinois govern this Agreement. Each party represents and warrants that the officer executing this Agreement on its behalf has all necessary corporate and legal approval to do so.

The parties hereto have executed this Agreement as of the Effective Date.

The Park District of Oak Park

By:



Jan Arnold, Executive Director

Mark Vend Company

By:



Daniel Stein, Vice President

SCHEDULE A

The Premises (all in Oak Park, Illinois)

- 21 Lake Street (the Gymnastics and Recreation Center)
- 218 Madison Street (the Park District Headquarters)
- 610 South Ridgeland Avenue (Longfellow Center)
- 515 Garfield Avenue (Rehm Pool)
- 415 Lake Street (Ridgeland Common Recreation Center)
- 49 Lake Street (Stevenson Center)

SCHEDULE B

Pricing Effective May 19, 2014.

Product	PDOP price	Cus Comm percentage%
11.5oz V-8	\$1.25	20.00%
12oz Can Soda	\$1.25	20.00%
15.2oz Juice	\$2.00	20.00%
Ice Mt Water Sport 23.7oz	\$1.75	20.00%
20oz Bottle Soda	\$1.85	20.00%
20oz Sports Drinks	\$2.00	20.00%
20oz Water	\$1.50	20.00%
2oz Nut Mix	\$1.25	20.00%
Bag Cookies & Snacks	\$1.25	20.00%
Candy	\$1.25	20.00%
Chips Large	\$1.25	20.00%
Chips Small	\$1.00	20.00%
Clif Kind Luna	\$2.00	20.00%
SBC Coffee 12oz	\$1.50	20.00%
SBC Coffee 16oz	\$2.00	20.00%
Pop Tarts	\$1.25	20.00%
Popchips .8	\$1.50	20.00%
Rice Krispies	\$1.25	20.00%
SensibleSnacks .42oz FP	\$1.25	20.00%
Pirates Booty 1oz FP	\$1.50	20.00%
KnfFrkSpn KtchpMustNpkn Wrapd	\$0.50	20.00%
KF Hard Boiled Egg Pack 4oz	\$1.50	20.00%
Chobani 5.3oz	\$2.00	20.00%
Bakers Bskt Muffin 6oz	\$1.50	20.00%
Burry Bagel 4.6oz	\$1.50	20.00%
Sabra Hummus 4oz	\$3.00	20.00%
String Cheese	\$1.00	20.00%
Dannon Yogurt 6oz	\$1.25	20.00%
Kelloggs Cereal Bowl	\$1.00	20.00%
Prairie Frm Milk 16oz	\$1.65	20.00%
Kelloggs Cereal Cup 2.1oz	\$1.65	20.00%
IC Choc Eclair	\$2.00	20.00%

IC Choco Taco Ice Cream	\$2.00	20.00%
IC Dove Milk Choc	\$3.00	20.00%
IC Dove Tripple Dark Choc	\$3.00	20.00%
IC GH Giant Vanilla Sandwich	\$2.00	20.00%
IC GH Straw Shortcake	\$2.00	20.00%
IC Oreo Cookie Sandwich King	\$2.50	20.00%
IC MM Cookie Regular Size	\$2.50	20.00%
IC Snickers 2oz	\$2.00	20.00%