

**Weber School District
Contract for
Vending Machines**

Effective Date: _____

Parties: Weber School District and _____.

Recitals: _____ is a wholesale distributor of products for resale in soft drink dispensers, vending machines and coolers. _____ desires to supply its products to WSD, and WSD desires to purchase such products from _____ in accordance with the following terms and conditions.

By and in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Grant of Rights: WSD hereby grants to _____ the right to supply soft drink beverages (100 milligrams or less of caffeine per unit) and/or foods (300 calories or less per unit) to _____.
2. Pricing: Indicated commission rates and net case costs are tendered with the following requirement: Under a shared vending program, fair and equitable retail pricing between competing suppliers must be maintained or _____ has the right to void this agreement.
3. Vending Locations: WSD has agreed to permit _____ to place and keep on location vending machines in locations specified at each Campus owned or operated by WSD. **This will not include elementary school locations, except in faculty rooms.**
4. Term: The term of this contract is one year beginning on the effective date, _____, and shall expire at midnight on _____. It is agreed and understood that during the 90 day period prior to the expiration of the Agreement; the Parties may negotiate in good faith toward an extension of this Agreement.
5. Termination: This Agreement will terminate upon the expiration of the terms set forth above, unless extended by agreement of the Parties. Otherwise, this Agreement may be terminated as follows:
 - A. This Agreement may be terminated by either Party, without cause, upon 90-days written notice to the other Party. In the event of a material breach of this Agreement it may be terminated upon 30-days written notice of the material breach provided the party in default has not cured the alleged breach.
 - B. This Agreement may be terminated by WSD in the event it is determined by a court of competent jurisdiction or appropriate governmental agency that the

Agreement contemplated hereunder is unlawful. Upon such final order, both Parties shall be relieved of their duties hereunder.

C. WSD hereby represents and warrants that, to the best of its knowledge and belief, it has the right and authority to enter into this Agreement and to grant and convey to _____ the rights set forth herein.

6. Miscellaneous:

A. Entire Agreement: This Agreement constitutes the entire understanding of the parties hereto and supersedes all previous agreements and contracts between the parties relating to the subject matter hereof.

B. Amendment: This Agreement may not be amended except in writing with the consent of both Parties.

C. Binding Effect/Assignment: This Agreement shall be binding upon the Parties hereto, as well as their respective successors in interest. This Agreement may not be assigned by either party.

D. Dispute Resolution: This Agreement shall be governed by the laws of the State of Utah. All disputes must be resolved by the courts of the State of Utah.

E. _____ will abide by the federal, state, school district and school requirements concerning the wellness programs that are in place.

F. This Agreement may be terminated by WSD if the WSD Board of Education, or any Utah State agencies having jurisdiction over the District, adopt policies that preclude the vending of products by companies in the District's schools.

Weber School District

Date _____

School: _____

Title: _____

Signature: _____

Company: _____

Title: _____

Signature: _____