

## LOCATION & REVENUE SHARING AGREEMENT

This Location & Revenue Sharing Agreement (the "Agreement"), executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_ (the "Vendor"), and \_\_\_\_\_ (the "Location"), governs the placement of Vending Massage Chairs by Vendor on Location's property. This Agreement shall remain in effect until terminated or superseded.

EQUIPMENT SUBJECT TO PLACEMENT: Location agrees to allow placement of \_\_\_\_\_ Vending Massage Chair(s) (Model # MSC712, "the Chairs") and \_\_\_\_ descriptive sign(s) (the "Signs") on premises.

**LOCATION DESCRIPTION:**

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
LOCATION TAX I. D. # \_\_\_\_\_

PLACEMENT: Chairs shall be located on Location's property at a mutually agreed upon Site (the "Site"). The Chairs shall only be relocated from this site upon prior consent of the Vendor and the Location. The Site shall include access to 110 volt AC power, provided at the Location's expense.

FEES: Other than the Commission, as defined herein, no fees will be levied by either the Vendor or Location for placement or rent for this location.

SERVICE: Vendor will service and replace the Chair(s) from time to time as needed to provide for ordinary use and wear. Vendor shall maintain the chairs in a presentable and professional manner. Vendor shall have access to the Chairs during normal business hours for this purpose.

TERMINATION OF AGREEMENT: Vendor may terminate this agreement due to lack of equipment performance or for any other reason upon oral and/or written notification to the Location.

OWNERSHIP OF EQUIPMENT: The title and ownership of this vending chair will remain exclusively in the name of The Vendor. Location has no right to allow and shall not permit any encumbrances or liens of any kind to attach to the Chairs.

COMMISSION: Location shall be entitled to \_\_\_\_\_% of gross vending revenues from the chairs (the "Commission").

THEFT AND/OR DAMAGE: Once the Chair(s) and the Sign(s) are located at the Site, Location is responsible for maintaining the security of the Chair(s) and the sign(s) to prevent theft, damage, or abuse. Location is responsible for providing property, premises, and general liability insurance coverage.

ENTIRE AGREEMENT AND MODIFICATION: This agreement constitutes the entire agreement between the Vendor and Location. No modification or amendment of this agreement shall be effective unless in writing and signed by both parties. This agreement replaces any and all other prior agreements between the Vendor and Location.

GOVERNING LAW: This agreement shall be construed in accordance with the laws of the State of \_\_\_\_\_.

LOCATION

VENDOR

\_\_\_\_\_

\_\_\_\_\_