

VENDING MACHINE PLACEMENT AND SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This VENDING MACHINE PLACEMENT AND SERVICE AGREEMENT ("Agreement") is made and executed at _____, Philippines, this ___ day of _____, 20, by and between:

_____ [FULL NAME], of legal age, Filipino, with address at _____, **represented herein by ITADISH TRADING**, a company duly organized and existing under the laws of the Republic of the Philippines with business address at **MS 201, Corinthian Executive Regency, Ortigas Avenue, Pasig City**, represented by _____, in his/her capacity as _____, **(hereinafter referred to as the "VENDING OPERATOR")**;

- and -

[HOST LOCATION NAME], a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal address at _____, Philippines, represented herein by _____, in his/her capacity as _____, **(hereinafter referred to as the "HOST LOCATION")**;

WITNESSETH: THAT –

WHEREAS, the VENDING OPERATOR is the owner and operator of a vending machine;

WHEREAS, ITADISH TRADING acts as both (i) the supplier of the vending machine and (ii) the duly authorized representative of the VENDING OPERATOR for purposes of placement, coordination, and execution of this Agreement;

WHEREAS, the HOST LOCATION owns or controls the premises located at _____, Philippines ("Property"), and agrees to host the vending machine;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. GRANT OF SPACE

The HOST LOCATION hereby grants the VENDING OPERATOR the right to install and operate a vending machine space in a **visible, high-traffic, and secure area** within its premises.

2. TERM

This Agreement shall be valid for **one (1) year** from the date of installation, unless earlier terminated. Renewal shall be upon mutual written agreement.

3. NO RENT / FREE UTILITIES

The HOST LOCATION agrees to provide:

- **Free use of space (no rental fees)**
- **Free electricity (no utility charges)**

for the duration of this Agreement.

4. REFERRAL FEE (OPERATOR → ITADISH TRADING)

4.1 The VENDING OPERATOR agrees to pay ITADISH TRADING, in its capacity as Supplier, a referral fee of PHP 2,000 per month.

4.2 Payment terms:

- Begins on the second (2nd) month after deployment
- Continues for twelve (12) months
- Paid via bank transfer or PDF check

5. RESPONSIBILITIES OF THE VENDING OPERATOR

The VENDING OPERATOR shall:

- a. Operate, stock, and maintain the vending machine
- b. Handle all repairs and troubleshooting, with guidance from ITADISH TRADING
- c. Secure all taxes, permits, and licenses
- d. Ensure no sale of:
 - Alcoholic beverages
 - Cigarettes or tobacco products
- e. Consider reasonable product requests from the HOST LOCATION
- f. Retain the right to:
 - Relocate the machine within the premises (subject to approval)
 - Terminate early if income is critically low

6. ROLE OF ITADISH TRADING (SUPPLIER & REPRESENTATIVE)

ITADISH TRADING shall:

- a. Supply the vending machine
- b. Facilitate and secure the HOST LOCATION placement
- c. Provide technical support and troubleshooting guidance
- d. Act as **authorized representative of the VENDING OPERATOR**, including signing this Agreement and coordinating operations
- e. Not assume ownership of the vending machine or primary operational liability

7. RESPONSIBILITIES OF THE HOST LOCATION

The HOST LOCATION shall:

- a. Provide a **secure, visible, and accessible placement area**
- b. Ensure the area is monitored by **CCTV or equivalent security system**
- c. Be responsible for damages caused by its employees, agents, or customers
- d. Notify both the VENDING OPERATOR and ITADISH TRADING of any issues
- e. Support reasonable efforts to enhance vending machine sales

8. WARRANTY

The vending machine includes a **one (1) year warranty** covering spare parts and motor components, subject to ITADISH TRADING's terms and conditions.

9. TAXES AND PERMITS

All taxes, permits, and regulatory compliance shall be the sole responsibility of the **VENDING OPERATOR**.

10. TERMINATION

This Agreement may be terminated:

- a. By mutual written agreement
- b. By the VENDING OPERATOR due to low performance
- c. For breach of any material provision

11. GOVERNING LAW

This Agreement shall be governed by the laws of the **Republic of the Philippines**.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

VENDING OPERATOR

Vending Operator -

Represented by:

ITADISH TRADING

HOST LOCATION

Representative
Itadish Vending Machine

Representative
Host Location

(Date)

(Date)