

## Vending Contract

This Vending Contract is made on the \_\_\_\_\_ day of \_\_\_\_\_ (Month and Year) ("Effective Date"), by and between [insert VENDOR] \_\_\_\_\_ and the \_\_\_\_\_ Hi-Rise Resident Council.

### PURPOSE:

The purpose of this Contract is for VENDOR to provide vending services at:

\_\_\_\_\_.

### DEFINITIONS:

"HI-RISE" means the St. Paul Public Housing Agency Hi-Rise located at \_\_\_\_\_.

"HI-RISE RESIDENT COUNCIL" means the Resident Council at \_\_\_\_\_ HI-RISE.

"PHA" means the St. Paul Public Housing Agency.

"VENDOR" means \_\_\_\_\_, whose main office is located at \_\_\_\_\_.

### VENDOR RESPONSIBILITIES:

1. VENDOR agrees to install, operate and maintain coin, currency or debit/credit card vending machines capable of automatically dispensing permitted items at HI-RISE. VENDOR will own, purchase or rent vending machines.
2. Vending equipment must meet all applicable federal, state and local health specifications.
3. VENDOR will keep the machines clean and in proper working order.
4. VENDOR agrees to keep machines adequately stocked.
5. VENDOR will promptly remove and replace outdated or expired food or beverage items. All products must be pre-packaged and clearly labeled with date of expiration.
6. VENDOR shall comply with all applicable federal, state, and local regulations and qualifications regarding signage, packaging, labeling, ingredient listing, and standards for products and machines.
7. VENDOR agrees to provide and/or display Hi-Rise Council with current state license.
8. VENDOR agrees to participate in and comply with the Healthier Vending Program Agreement standards that apply to the 16 (sixteen) Hi-Rises of the PHA. The Healthier Vending Program Agreement entered into by Vendor is incorporated herein, and is attached to this contract.
9. VENDOR shall assume all risk for any loss of its equipment from whatever cause.
10. VENDOR will make refunds whenever a customer makes a complaint. VENDOR agrees to participate in the refund program established at HI-RISE.
11. VENDOR agrees to resolve machine malfunctions within 48 (forty-eight) hours of being notified of the malfunction or VENDOR'S discovery of malfunction, whichever is first.
12. VENDOR agrees there shall be no price increases the duration of the contract.

**COMPENSATION:**

1. VENDOR shall contribute a donation to the HI-RISE RESIDENT COUNCIL for the exclusive right to operate food and beverage vending machines at HI-RISE. Compensation is paid on the adjusted gross sales.

a. Adjusted Gross Sales are defined as gross receipts less federal, state and local sales and tax(es) existing at the time the payment is due.

b. Donations are paid on all the vending machines unless otherwise noted on this contract.

2. Payment is due by check made out to the \_\_\_\_\_ HI-RISE RESIDENT COUNCIL by the 20<sup>th</sup> (twentieth) of the following month that monies have been collected.

3. The donation is paid in full at the rate of \_\_\_\_\_ % of adjusted gross sales for all of the following vending machines unless otherwise agreed upon in writing by the council. Check all that apply:

_____ Beverage, cold	_____ Snack Machine
_____ Beverage, hot	_____ Frozen Food Machine
_____ Cold Food Carousel	_____ Quarter Candy Machine

**RECORDS:**

VENDOR agrees to maintain complete and accurate records of all sales made through the vending machines located at the HI-RISE. VENDOR agrees to submit monthly written reports of sales at the time of payment to HI-RISE RESIDENT COUNCIL.

**LIABILITY INSURANCE:**

VENDOR agrees that all VENDOR employees or contractors providing services pursuant to this Contract will be covered by the appropriate insurance, including, but not limited to professional liability insurance at appropriate levels.

**INDEMNIFICATION:**

VENDOR agrees to indemnify, defend, and hold harmless the PHA, the HI-RISE RESIDENT COUNCIL, and the board members and officers of the PHA and/or the HI-RISE RESIDENT COUNCIL, from all losses, liabilities, liens, costs, damages, expenses, penalties, or charges suffered or incurred as a result of, or in connection with, any demand, claim, action, or proceeding asserted, commenced, or threatened by any party (a "Claim") that is based on any allegation that tortious conduct by VENDOR or VENDOR's officers, directors, employees, agents or representatives caused death or bodily injury or the damage, loss, or destruction of real or tangible personal property of third parties; provided, that such indemnification shall not be applicable to Claims that arise as the result of acts of tortious conduct by any PHA Indemnatee.

To the extent not prohibited by law, the HI-RISE RESIDENT COUNCIL will indemnify, defend, and hold harmless VENDOR and its affiliates, and the respective employees, officers, directors, and agents of VENDOR and its affiliates, from all losses, liabilities, liens, costs, damages, expenses, penalties, or charges suffered or incurred as a result of, or in connection with, any Claim that is based on any allegation that tortious conduct by the Resident (s) or the HI-RISE RESIDENT COUNCIL'S officers,

directors, employees, agents or representatives caused death or bodily injury or the damage, loss, or destruction of real or tangible personal property of third parties.

**VENDOR shall, during the term of this Contract, carry with a recognized liability insurance carrier or through self-insurance, commercial general liability insurance protecting the HI-RISE RESIDENT COUNCIL and the PHA from claims of others which may arise by reason of any accident resulting in death or of injury to any person or damage to property, which occurs as a result of VENDOR'S performance of or failure to perform its responsibilities pursuant to this Contract. That insurance shall have limits of liability of no less than the limits of liability set forth in Minnesota Statutes, Section 466.04. VENDOR shall within 15 (fifteen) calendar days of the date of execution of this Contract, furnish the HI-RISE RESIDENT COUNCIL with a Certificate of Insurance evidencing the existence of such a policy and showing the HI-RISE RESIDENT COUNCIL and the PHA as an additional insured.**

**TERM AND TERMINATION:**

This Contract will begin on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20\_\_\_\_. The term may be extended only upon mutual written agreement of the parties.

The parties may terminate this Contract at any time by written mutual agreement. Each party may terminate this Contract at any time by providing 30 (thirty) days written notice of the termination to the other party. Any notices to terminate under this Contract will be delivered via certified or overnight mail, with proof of delivery, to the parties at the following addresses, or such other address as stated by the party via notice pursuant to this section:

VENDOR shall send notices to:

\_\_\_\_\_ Hi-Rise Resident Council

\_\_\_\_\_

Saint Paul, Minnesota \_\_\_\_\_ (zip code)

Attn: Board Officer \_\_\_\_\_

Attn: Board Officer \_\_\_\_\_

1. Notices will be considered as given upon evidence of proof of receipt or refusal to accept delivery.

**INDEPENDENT CONTRACTOR:**

All services provided by VENDOR and its staff under this Contract shall be provided by qualified, professional employees of VENDOR or on an independent contractor basis, and the members or Officers of HI-RISE RESIDENT COUNCIL shall not be considered employees or agents of VENDOR. This Contract shall not be construed as a legal partnership.

**SUBCONTRACTOR:**

This Contract is written between VENDOR and HI-RISE RESIDENT COUNCIL. This contract may not be sold or sublet to a sub-contractor without the prior written approval of the HI-RISE RESIDENT COUNCIL.

**ADDITIONAL PROVISIONS TO THIS CONTRACT: \*\***

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\*\*The provisions above must be presented to the Hi-Rise Resident Council for approval before the contract is signed.

IN WITNESS WHEREOF, the parties by their duly authorized representative have entered into this Contract as of the date first written:

(Vendor) \_\_\_\_\_

\_\_\_\_\_  
(Resident Council Officer)

Signature Date

\_\_\_\_\_  
(Resident Council Officer)

Signature Date

# Hi-Rise Presidents Council Healthier Vending Program Agreement

Revised May 2016



## Position Statement

Healthy eating is a vital part of good health. Eating healthier improves energy levels, helps with control of cholesterol, blood pressure and weight. Most Americans consume too many sugar sweetened beverages and other foods high in calories, salt, and sugar, contributing to excess weight gain and chronic diseases. Healthier vending standards give people more nutritious choices which can help prevent heart disease, diabetes, cancer, joint problems and other chronic conditions.

### Therefore:

It is agreed that \_\_\_\_\_ (vendor name or company) will offer vending items that meet the following standards and will implement the following practices and procedures at \_\_\_\_\_ (Hi-Rise name).

## 1.) Nutrition standards for beverages and food items

### Healthier Beverage Standards

At least 50% of vending machine spaces or slots will be stocked with beverages that meet the Healthier Beverage Choices.

#### HEALTHIEST CHOICES

- Water
- Water with carbonation and flavors, but no sugars added
- Fat-free (skim), unflavored milk

#### HEALTHIER CHOICES

- Low fat (1% or 2% fat) milk, unflavored
- Low calorie beverages with less than 40 calories per container
- V8 vegetable juice, low sodium, 6-8oz
- Tea, coffee with no sugar added

### Healthier Snacks and Food Standards

A minimum of 5 Healthier Choices will be available at sites with only a snack machine.  
A minimum of 10 Healthier Choices will be available at sites with a snack and cold machine.

#### **SNACKS with less than 200 calories AND 200 mg sodium**

- Whole grains-cereal, granola bar, oatmeal
- Low fat dairy (milk, yogurt, cheese sticks)
- Veggies & dip
- Fruit (fresh, unsweetened canned, dried)
- Baked chips or crackers, nuts or seeds

#### **MEALS with less than 400 calories AND 480 mg sodium**

- Whole grain sandwich with lean meat
- Salads with low fat dressing
- Hard boiled eggs
- Microwave meals or soups (including meat and vegetables)

**2.) Vendor shall implement and use the following pricing, placement and labeling practices**

- **Comparable Price** - Healthier options must be the same price or lower than items that don't meet the healthier criteria.
- **Eye Level Placement** - Items meeting the healthier standards must be placed so that they are visible at eye level, generally in the center of the machine and close to the selection buttons.
- **Healthy Labels** - Slots with healthier drinks, snacks or meals must be clearly labeled and only contain healthier items that meet the healthier standards set forth above.
- **Nutrition Education Information** – Including posters, fliers etc. will be in places that are easy to see and read near the vending machines.

**3.) Implementation Procedures**

- a. \_\_\_\_\_ (**Vending Rep**) will be the program contact person for the Vendor for all questions regarding the Healthier Vending Program.
- b. The Vendor will be responsible for assuring that healthier beverage and food options are stocked and placed in the vending machines according to the standards above.
- c. All healthier beverage and food items will be priced less than or equal to the price of the comparable items or items that they have replaced.
- d. The healthier standards for beverages and food items may not be changed without permission of the Hi-Rise Presidents Council.
- e. The Vending Rep will monitor the vending machines to make sure that the proper product placement, labels, and pricing practices are being used for the healthier items, and that nutritional information is in appropriate places.
- f. The Vending Rep must address with the vendor any reports of noncompliance in a timely manner.
- g. The Healthier Vending Program Agreement is incorporated by reference into the Vending Contract, and shall be renewed yearly as part of that contract.

**Accepted and Agreed:**

**Vendor:**

\_\_\_\_\_ (signature)      \_\_\_\_\_ (printed)      \_\_\_\_\_ (date)

**Vending Rep:**

\_\_\_\_\_ (signature)      \_\_\_\_\_ (printed)      \_\_\_\_\_ (date)