

VENDING MACHINE PURCHASE AND SERVICE AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Name: _____

Government ID / Driver License No.: _____

Business Address: _____

Phone/Email: _____

Buyer Information:

Full Name: _____

Government ID / Driver License No.: _____

Business Address: _____

Phone/Email: _____

Vending Machine Information:

Make/Model: _____

Serial Number: _____

Location of Machine: _____

Type of Products Sold: _____

Purchase Price and Payment Terms:

Purchase Price: _____ USD

Payment Method and Schedule: _____

Clause 1 – Agreement Purpose

Seller agrees to sell and Buyer agrees to purchase the vending machine described above, including all parts, accessories, and software, on the terms set forth in this Agreement. Seller warrants that Seller has lawful ownership and the right to sell the vending machine without restrictions.

Clause 2 – Condition and Inspection

The vending machine is sold AS-IS, WHERE-IS, without warranties beyond those expressly stated herein. Buyer acknowledges having had the opportunity to inspect the vending machine and accepts its condition subject only to the terms of this Agreement.

Clause 3 – Delivery and Installation

Seller shall deliver and install the vending machine at the location specified by Buyer, with delivery and installation to occur on or before the agreed date. Risk of loss passes to Buyer upon successful installation and acceptance.

Clause 4 – Purchase Price and Payment

The total purchase price is as set forth above and shall be paid according to the Payment Method and Schedule detailed herein. Late payments may be subject to interest as permitted by applicable law.

Clause 5 – Service and Maintenance

Seller shall provide maintenance and servicing of the vending machine for a period of _____ months from the date of installation, including repairs and parts replacement, subject to exclusions in the attached Schedule.

Clause 6 – Warranty

Seller warrants that the vending machine will be free from defects in materials and workmanship for a period of _____ months from installation. This warranty does not cover damage caused by misuse, neglect, or unauthorized modifications.

Clause 7 – Software and Data

Seller grants Buyer a non-exclusive license to use any software embedded or provided with the vending machine solely in connection with the operation of the machine. Seller shall not be liable for data loss or unauthorized access.

Clause 8 – Compliance with Laws

Both parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances related to the sale, installation, and operation of the vending machine.

Clause 9 – Taxes and Fees

Buyer is responsible for all applicable taxes, fees, permits, and licenses associated with ownership and operation of the vending machine, including sales tax and usage fees.

Clause 10 – Liability and Indemnification

Seller and Buyer each agree to indemnify and hold harmless the other party from any claims, damages, or liabilities arising from their respective negligence, omissions, or breaches under this Agreement to the extent permitted by law.

Clause 11 – Limitation of Liability

Neither party shall be liable for consequential, incidental, special, or punitive damages arising out of or related to this Agreement, except to the extent of direct damages resulting from gross negligence or willful misconduct.

Clause 12 – Default and Remedies

If a party materially breaches this Agreement and fails to cure within _____ days after written notice, the non-breaching party may terminate this Agreement and pursue all rights and remedies available at law or in equity.

Clause 13 – Termination

This Agreement may be terminated by mutual written consent or by either party upon material breach that is not cured within the specified cure period. Termination does not relieve Buyer of payment obligations accrued prior to termination.

Clause 14 – Confidentiality

The parties agree to keep confidential all proprietary information and trade secrets exchanged in connection with this Agreement, except as required by law or agreed in writing.

Clause 15 – Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except to a successor entity in the event of merger or acquisition.

Clause 16 – Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including natural disasters, acts of government, or other force majeure events.

Clause 17 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction of state and federal courts located in _____ County, _____.

Clause 18 – Dispute Resolution

Any dispute arising out of or related to this Agreement shall first be attempted to be resolved by negotiation between the parties. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

Clause 19 – Entire Agreement

This Agreement, including all attached Schedules and exhibits, constitutes the entire understanding and agreement between the parties and supersedes all prior oral or written communications.

Clause 20 – Amendments

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

Clause 21 – Notices

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or sent by certified mail, return receipt requested, to the addresses set forth herein or such other address as designated by either party.

Clause 22 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Clause 23 – Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or the right to enforce it later.

Clause 24 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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