

Triple J. Vending, LLC

This Agreement made by and between the Towns of Rosendale and Marbletown, (Herein referred to as “Rosendale and Marbletown”) and Triple J. Vending, LLC (herein referred to as “Triple J”), an independent contractor providing vending service to 1915 Lucas Avenue, Cottekill, New York 12419 (herein referred to as “Municipal Building”).

Vending Machine Service Agreement:

- Triple J, at its own expense, will furnish, install, operate, maintain, inspect and service snack and cold beverage vending equipment in the premises of Municipal Building. The operation of the vending equipment will be performed in a professional, clean and sanitary condition in accordance with recognized industry standards and all federal, state and local laws and regulations. Equipment placed on the premises of Municipal Building will be energy-efficient, state-of-the-art equipment. Rosendale and Marbletown shall provide suitable areas and dedicated electrical outlets for the placement and operation of said equipment and shall not cause or permit the interruption of such service except in the event of an emergency or other event not within the reasonable control of Rosendale and Marbletown.
- Triple J shall regularly inspect, service, clean, and maintain said vending machines and shall keep them operating and in good working order.
- Triple J is acknowledged to be the owner of all machines, equipment and/or merchandise which may be brought into the Municipal Building and nothing in this Agreement will give Rosendale and Marbletown any interest in such machines, equipment and/or merchandise.
- Triple J will comply with all laws, ordinances, rules and regulations governing food vending service activity under this Agreement, and will be responsible for procuring all permits and licenses and for paying all applicable New York State and local taxes and charges for permits and licenses related to the operation of said machines. Triple J will maintain mandated and adequate liability insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Agreement. The Town of Rosendale will be named as additionally insured on said insurance and will provide certificates of insurance to The Town of Rosendale during the term of this agreement. Triple J will supply proof of coverage certificates for workers compensation and disability insurance to the Town of Rosendale.
- Triple J shall post notices in clearly visible locations informing patrons how to request refunds of monies lost due to malfunctions of vending machines and to report malfunctions. Service technicians will be available to respond to service calls within forty-eight (48) hours of a call.
- Rosendale and Marbletown agrees it will take such reasonable measures as may be required to protect Triple J's equipment against loss by pilferage or damage, and will reasonably assist to

