



KING'S VENDING SOLUTIONS INC. AGREEMENT

(Version 6-09-2025, jg)

This AGREEMENT ("Agreement") is entered by and between **King's Vending Solutions, Inc.** ("Contractor"), located at **326 Carlisle Park Cir. League City, Texas 77573** and the **City of League City** ("City"), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in this Agreement and **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **vending machine services at Helen Hall Public Library, City of League City Community Center, Lynn Gripon Park at Countryside Pavillion, and Hometown Heroes Park & Recreation Center.** If there is a conflict between the terms of this Agreement and **Exhibit A**, the terms of this Agreement will prevail.
 - i. **Products.** (a) Beverages must be canned or bottled; the variety should include sodas, juices, water, sports drinks, and energy drinks. Cold sodas: Brands shall include a variety of Coca-Cola and Pepsi products, regular and diet. Selection should include a minimum of eight (8) soda options. Juices/Water/Sports Drinks/Energy Drinks: Products shall be nationally recognized brands and include a variety of juices/sports drinks. Selection should include a minimum of eight (8) options that fall into this category, and (b) Snacks should consist of a large variety of pre-packaged products. Selection should include a minimum of twenty (20) different options. The snacks should be only nationally recognized brands and should include healthy snack options in addition to a selection of standard vending machine items like candy, chips, crackers, cookies, gum, etc.
 - ii. Contractor shall provide machine information. Machines must be new to ensure that maintenance is unlikely to be needed during the first year of this Agreement.
 - iii. Vending machines must accept both cash and card payments for indoor facilities, card payments only for outdoor parks and should be energy efficient. All vending machines provided by the vendor shall be equipped with credit/debit card technology. Each machine must accept payment from all major credit/debit card companies: Visa, Mastercard, Discover and American Express.
 - iv. Contractor further agrees to obtain, pay for, and maintain all necessary permits and licenses required by law and to comply with all municipal ordinances, state statutes, and federal laws which may be applicable to its operations.
 - v. Vending machines shall be compliant with the "Americans with Disabilities Act" (ADA).
 - vi. Contractor shall use reasonable care to avoid damaging buildings, equipment, or injuring persons on City property. The City shall not be financially or otherwise responsible for any liability caused by the presence of the Contractor on City property. In the event of injury or damage, the Contractor shall notify the City promptly. The Contractor shall promptly repair, to the specifications of the City, any damage that it or its agents may cause to the City's premises or equipment.
 - vii. Vending machines shall not obstruct the flow of foot traffic or interfere with emergency exits or access areas. Vending machines must be securely fastened to the wall, floor or other

structures, or otherwise secured in such a way as to prevent them from being rocked, bounced or tipped.

- viii. Supplies. (a) Drink and snack type vending machines shall be provided by the Contractor, (b) Contractor shall supply drinks and snacks for vending machines in accordance with this Agreement, (c) the City will not provide storage for excess supplies, (d) Contractor agrees to keep machines supplied with food and beverages of good quality, prepared, and dispensed in conformity with all federal, state, and other health and sanitation standards, (e) Drinks and snacks shall be upgraded periodically. All food and drink items must have an individually marked expiration date, (f) All outdated snacks are to be removed and replaced with fresh items on a scheduled basis, (g) All food items sold must be fresh and of current manufacture, and (h) The Contractor shall notify the City within 24 hours of receiving a food recall notice issued by the manufacturer, distributor or governmental agency and the Contractor must remove any such product from machines within 48 hours of the recall notice
- ix. Maintenance and Security. (a) Vending machines shall be maintained by the Contractor, (b) A phone number must be provided on the machine for maintenance issues, (c) Contractor shall place a number or identification label on each machine, (d) Contractor shall provide prompt response and service to equipment that is not operational, to vending problems related to lost money, equipment failure, or product complaints, (e) Service calls shall be responded to within seventy-two (72) hours from City notification to Contractor. If equipment repairs cannot be made on site, and downtime is determined by the City to be excessive, the City may require Contractor to replace the equipment with a loaner unit until repairs can be completed, (f) The City may also require Contractor to provide a permanent replacement unit for a broken or malfunctioning vending machine. Lost, stolen, or damaged equipment shall be replaced or repaired (as applicable) at no cost to the City, (g) Contractor shall ensure all machines are in clean and workable condition on each day of service, and (h) Contractor will be responsible for the security of the machines. No keys will be kept at City facilities. Vending machines will be placed in the designated locations at the sole risk of the Contractor and the City will in no way be liable for destruction or theft of the property of the Contractor.
- x. Scheduled Services and Deliveries. (a) Service schedule shall be one (1) to two (2) times per week, depending on the needs of the location. This frequency can be adjusted with approval from the City, (b) Contractor will have the right to enter City property during hours when City facilities are normally open for the purpose of servicing and inspecting machines and for removal of machines upon the termination of this Agreement, (c) Product replenishment reports must be provided to allow audit of commission earnings by the City. In the event that the City requests a pre-approval procedure be implemented, the signature of a City Employee must be on the ticket to verify the products were delivered, (d) The vending machines shall be delivered, installed, and operational at all locations, as designated below, within twenty (20) calendar days after execution of this Agreement, (e) The vending machines shall be installed in such a way as to present an attractive, flush-front, matched, and uniform configuration. All delivery and installation costs shall be the sole responsibility of the Contractor, (f) Contractor's personnel shall, at all times, be dressed in clean, neat uniforms and will observe all regulations in effect on described premises, (g) Contractor shall provide all services for the machine, including but not limited to, filling, repairing, cleaning, removal of money, counting of money, and returning the commission check to the City's Finance Department, and (h) Cleaning of the machines includes internal and external surfaces, including the top of the machines and under the machines. This may require occasional moving machines and cleaning of accumulated dust, wax, grease, and food or drink products; City staff will not be responsible for any service to the machines.

- xi. Locations/Relocations. (a) The following table is a breakdown of locations and machines. The City reserves the right to inspect any and all equipment prior to installation and to determine final placement of any machines. All machines will be kept indoors with the exception of the two beverage machines placed at Lynn Gripon Park at Countryside Pavillion, (b) At each location Contractor shall supply the same type of machine, or equal to, and free of dents, cracks, paint chips, etc., (c) The location list may be added to or deleted at any time with a two (2) week notice to Contractor. If any machines are found to be unprofitable, the parties agree to negotiate the changing of location or removal of said vending machine(s). If any vending machine is to be relocated or removed, it shall be relocated or removed by the Contractor at their expense and with no penalty to the City. The Contractor shall not relocate or remove any vending machine without prior approval from the City, and (d) The City shall retain the right to request relocation of any of the vending machines provided by the Contractor with a five (5) calendar day prior written notice.

Location	Address	Number of Beverage Machines	Number of Snack Machines
Helen Hall Library	100 West Walker Street	1	1
City of League City Community Center	400 S Kansas Avenue	1	1
Lynn Gripon Park at Countryside Pavillion	100 Alderwood St	2	0
Hometown Heroes Park and Recreation Center	1001 E League City Parkway	2	1

- xii. Pricing/Refunds. (a) Prices shall be plainly posted on each vending machine, (b) Contractor shall provide a list of all food and drink items with an accompanying proposed sales price list. During the term of the agreement there should be no increase in the sales price of any item without prior approval from the City, (c) Contractor shall post on each vending machine a written procedure for patrons of vending services to receive refunds for faulty machines and expired or spoiled products. The final policy and procedure for such shall be subject to agreement and approval by the City, (d) Refunds are to be the responsibility of the Contractor. The City will not be responsible for issuing refunds to patrons of the vending services. Each machine must be tagged advising this service, (e) Refunds shall not be deducted from the monthly commission payment to the City, and (f) The sale price of all products shall not exceed popular prices prevailing in nearby communities. Contractor agrees to amend prices at the direction of the City if prices listed are found to be disadvantageous to patrons of the vending services.
- xiii. Sales/Revenue. (a) Contractor is to provide a monthly commission payment based on a percentage of total gross sales to be paid to the City as commission, (b) All commissions will

be submitted to the Finance Department at 300 West Walker Street, League City, Texas 77573. Commissions will be paid monthly for the previous month's sales. An itemized printout of all sales from all machines will accompany the commission payment, and (c) City will only accept commission payments in the form of Check, ACH, or Wire. No cash will be accepted as payment.

- xiv. Records. (a) Contractor, shall at all times, maintain a record of all merchandise, collections, sales, and inventories necessary in connection with proper operation of the machines installed under this Agreement, (b) Records shall be provided to the City on a monthly basis broken down by location and machine, (c) The City reserves the right to require an inventory of merchandise upon the vendor entering and leaving City property or at any time the City feels the need for such an inventory, and (d) All vending machines must have a meter. Monthly meter readings must be sent to the City's Accounting Department with each individual Building and Location listed to reflect each machine's ID number, starting, and ending meter readings on each machine, and the dates the meters were read.
- xv. Utilities and Wi-Fi. (a) The City will provide electricity, lighting, heating, and air conditioning at designated locations, but without liability on the City's part arising from temporary interruption thereof on account of breakdown, power failure, or like causes. Contractor agrees that in the use of each utility, they will exercise the same degree of care and economy as would be exercised if they were paying for such utilities, (b) Contractor shall have liability insurance on the machines, (c) The City will not provide Wi-Fi for the vending machines to assist with card reader or monitoring services. Contractor will need to provide their own cellular services for all vending machine sales transactions, (d) The vending machines and other items placed on the premises shall remain the property of the Contractor, and (e) If at any time, the removal, relocation, or placement of the vending machine(s) causes damage to City facilities, Contractor shall reimburse the City for any such damage.

2. **Term and Termination:** This Agreement shall commence on the **date of execution** as provided below and shall expire **three (3) calendar years from said date of execution**. The period from commencement to expiration is the Contract Term. Upon expiration of the Contract Term and upon mutual agreement of the parties, there is the option for two (2) one-year renewals. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, Contractor shall pay City, in accordance with term 3 "Compensation", for services satisfactorily performed or products sold, pursuant to this Agreement, up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
3. **Compensation:** City shall be compensated by Contractor based on a fifteen percent (15%) commission of the calendar month's gross sales, for all vending machines provided pursuant to this Agreement. Contractor shall tender commission payment to the City within fifteen (15) calendar days after the end of each month, or notice of termination, and each payment shall be accompanied by an itemized printout of all sales from all vending machines. The itemized printout shall contain, at a minimum, the vending machine ID, list of products and gross sales, and compensation due to the City. Example, 15% commission of gross sales for July 2025, shall be paid to the City by August 15, 2025, and accompanied by an itemized printout. If City disapproves any amount submitted as payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.

4. **Insurance:** Contractor is required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) Worker's Compensation coverage with statutory limits for the State of Texas, and (c) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor is also required to maintain liability insurance on the vending machines provided pursuant to this Agreement. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of this Agreement.
5. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
6. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City or customers of the vending machines. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City or customer. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's, or customer's, confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.
7. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
8. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, maintenance, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
9. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to

be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

10. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
11. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
12. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
13. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
14. **State and/or City Auditor:** Contractor understands that payments to the City under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those payments. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
15. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
16. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General

Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.

17. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
18. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Any fees or taxes associated with operation or ownership of the vending machines shall be the sole responsibility of the Contractor.
19. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
20. **Risk of Loss:** The vending machines provided by Contractor pursuant to this Agreement will be at Contractor's exclusive risk. In the event of any loss or damage to the vending machines, bearing such loss or damage will be Contractor's sole responsibility.
21. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
22. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
23. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
24. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement

constitutes a waiver of sovereign immunity by City. The Parties also agree that this Agreement constitutes a governmental function and is not a proprietary function.

25. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
26. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
27. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Contractor verifies that Contractor (1) does not boycott Israel and will not during the term of this Agreement per Section 2271.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Executed on _____. *(date to be filled in by City Secretary)*

KING'S VENDING SOLUTIONS, INC. - "Contractor"

DocuSigned by:

Cara Holton

9312GA47CF224C0
Cara Holton - President

CITY OF LEAGUE CITY – "City"

John Baumgartner, ICMA-CM, P.E., City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Scope of Work

(There are **12** pages for Exhibit A, including this page)

Vendor Proposal

MAY 2025

VENDING MACHINE SERVICES PROPOSAL



Prepared By King's Vending Solutions, Inc

SELECTING KING'S VENDING MEANS



Supporting Women Owned

King's Vending is Women Owned and Operated.



Meeting Your HUB Requirements

Certificate/VID Number:
1320877835000 Approval Date:
March 29, 2023 Scheduled
Expiration Date: March 29, 2027



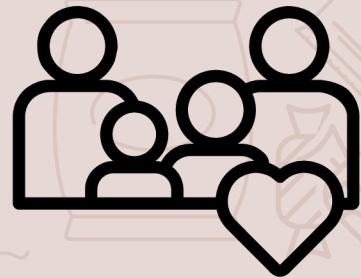
Supporting Your Troops

CFO, Brenton Holton is an active member of the National Guard. His 15 + year service in the US Army has included a tour in Afghanistan, 12 Years in the Army Reserves and most recently joining the National Guard in 2020 during the height of the pandemic.

*Empowered Women
Empower Women*

Supporting a Business That Supports Women

Founder, Cara Holton, has made her mission to employ local women and mothers to service King's Vending Machines as the company grows. It's King's mission to allow women to have an income without having to choose between being self sufficient and/or a financial contributor to their family and being a daily active participant in their family.



Supporting a Family

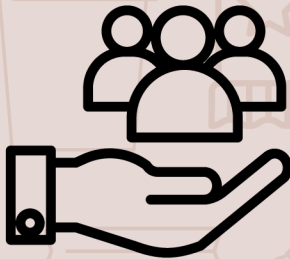
Cara Holton is the primary owner and operator of King's Vending, but she couldn't do it without her husband/business partner and without the support of her entire family.

OUR SERVICE



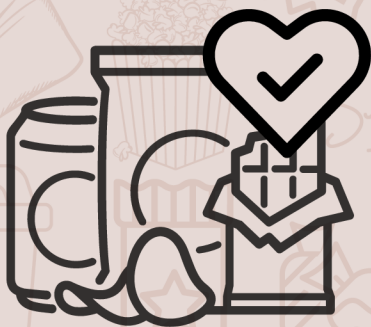
5 Star Reviews

Check Us Out on Google! We have a 5 Star Rating!



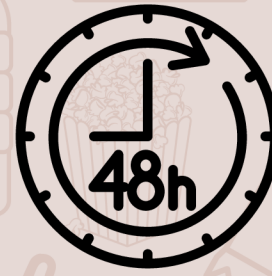
Face-to Face Customer Service

Let's face it, Vending Machines and Vending Machine Service isn't Rocket Science, but apparently Customer Service is. As a locally owned and operated company, King's Vending provides our clients with Face-to-Face Customer Service.



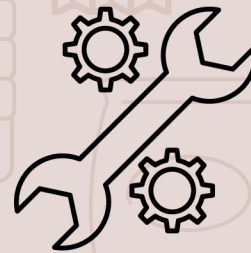
Variety

King's Vending offers a variety of options for the whole family. The treats you love and the healthy options you need.



48 Hour Guarantee

In order to provide quality service each machine is outfitted with a QR Code that connects customers directly to our website. On our site they can enter any service issues, make request or give us a call. King's Vending guarantees a 48 hour follow up.



Speedy Service & Repair

Our vending machines are purchased from a locally owned and ran League City vendor. Not only does our supplier provide the machines they also provide onsite service repair.



Safety

In order to ensure the safety of our clientele all employees, contract or direct hire are required to complete a background check prior to employment.

OUR COMMITMENT

Vending Machines aren't rocket science, but apparently customer service is. King's Vending is committed to set ourselves apart by providing consistent and timely customer service. As members of the League City Community we are able to confidently keep our customer service promises.

01

48 Hour Service Follow Up Guarantee

In order to provide quality service each machine is outfitted with a QR Code that connects customers directly to our website. On our site they can enter any service issues, make request or give us a call. King's Vending guarantees a 48 hour follow up. If money or product was lost we give each purchaser the option of a full refund or receiving the product they intended to purchase. We also service the machine to ensure that error doesn't continue to reoccur.

02

Staying in Stock

When accounts are originally established each location is serviced weekly until account needs are accessed. Inventory is monitored at each service and we adjust accordingly. Each item's capacity is stocked based on demand in order to ensure freshness of items.

03

Staying in Operation

Quality machines is a priority for King's Vending. Both used and new machines are used by King's in order to remain competitive. Every machine we utilize comes with a minimum of a 6 month - 1 year warranty. This 6 month - 1 year warranty includes parts and labor. Beyond that time period we have a service agreement with our supplier/field technician to ensure our machines stay in operation and have minimum downtime.

04

Keeping Customer's Happy

Every product won't be successful everywhere you put it. In order to keep our end users happy we take inventory every time machines are serviced. We take note of the items that are or are not selling, expiration dates and we adjust the selections accordingly. Every machine also has our QR code that connects end users directly to our website. Each machine asks for customers to provide their feedback, let us know if they don't see what they want.

LEAGUE CITY CONCERNS ADDRESSED

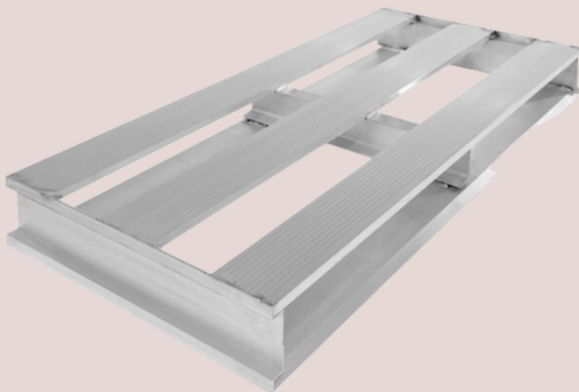
When Things Go Wrong

Current Service Sticker



- Locations main contact person is given King's Vending owners email address and cell phone number at account initiation. They can call or text with any issue as they arise.
- Once customers scan the QR Code to visit kingsvendinginc.com have access to King's Vending phone number, email address and social media account. They are also able to submit a request directly on the website, which goes to King's Vending email inbox.
- The "Rules To Follow" are also rules that help prevent jams or customers desire to shake the machine which can cause service issues.
- If a customer does needs a refund for any reason. The customer is given the option to have their originally intended item replaced or receive a refund back to their original form of payment, cash, cash app, or zelle.

Countryside & Potential Flooding



- Once the machines are finalized a platform similar to the one show here will be purchased to fit the dimensions for the machines.
- Placing machines on a platform like this will help prevent the need to remove equipment in the case of flooding. The platform shown here has a 4k lb capacity, drink machines at full capacity typically weigh 600-650lbs.
- Credit card readers will also be placed towards the based on the machine to ensure the ease of ADA access.
- In the case that flooding is expected to exceed the height of the platform and vending machine entry points they will be removed and placed in storage until it is safe to be returned.

INTENDED LOCATION SELECTIONS

01 Helen Library

Snack Options: Cheetos, Cheetos, Hot Fries, Hot Cheetos, Lay's BBQ, Takis, Funyuns, Doritos, Cheez-It, Skinny Pop, Snider Pretzels, Crackers, Fruit & Veggie Pouches, Welch's Fruit Snacks, Famous Amos, Oreos, Nutter Butter and Planter's Nuts.

Candy Options: M&Ms, Snickers, Reese's, Twix, Skittles, Ring Pop, Sour Patch Kids, Sour Gummy Worms, Gummy Bears and Air Head Extreme.

Drink Options: Coke, Diet Coke, Sprite, Squirt, Sunkist, Dr. Pepper, Diet Dr. Pepper, Monster, Diet Monster, Milk, Juice, Minute Maid Lemonade, Tea, Water and Under Armor Variety.

02 CITY OF LEAGUE CITY COMMUNITY CENTER

Snack Options: Cheetos, Cheetos, Hot Fries, Hot Cheetos, Lay's BBQ, Takis, Funyuns, Doritos, Cheez-It, Skinny Pop, Snider Pretzels, Crackers, Fruit & Veggie Pouches, Welch's Fruit Snacks, Famous Amos, Oreos, Nutter Butter and Planter's Nuts.

Candy Options: M&Ms, Snickers, Reese's, Twix, Skittles, Ring Pop, Sour Patch Kids, Sour Gummy Worms, Gummy Bears and Air Head Extreme.

Drink Options: Coke, Diet Coke, Squirt, Sunkist, Dr. Pepper, Diet Dr. Pepper, Monster, Minute Maid Lemonade, Water and Powerade Various Flavor.

03 LYNN GRIPON PARK AT COUNTRYSIDE PAVILION

Drink Options: Coke, Diet Coke, Sprite, Squirt, Sunkist, Manzanita, Dr. Pepper, Diet Dr. Pepper, Mountain Dew, Monster, Minute Maid Lemonade, Water Propel Various Flavors and Powerade Various Flavor.

04 Hometown Heroes Park and Recreation Center

Snack Options: Cheetos, Cheetos, Hot Fries, Hot Cheetos, Lay's BBQ, Takis, Funyuns, Doritos, Cheez-It, Skinny Pop, Snider Pretzels, Crackers, Fruit & Veggie Pouches, Welch's Fruit Snacks, Famous Amos, Oreos, Nutter Butter and Planter's Nuts.

Sundry Options: Feminine Hygiene Kit, Tylenol, Travel Shower Gel & Lotion Set and Travel Shampoo & Lotion Set.

Candy Options: M&Ms, Snickers, Reese's, Twix, Skittles, Ring Pop, Sour Patch Kids, Sour Gummy Worms, Gummy Bears and Air Head Extreme.

Drink Options: Coke, Diet Coke, Squirt, Sunkist, Manzanita, Dr. Pepper, Diet Dr. Pepper, Pepsi, Monster Various Flavors, Diet Monster Various Flavors, Minute Maid Lemonade, Water, Powerade Various Flavors, Body Armor Various Flavors and Tea,

CONFIDENTIAL

CREDIT CARD READERS



G10-S Telemeter



Card Reader

- ☒ High-speed wireless connections
- ☒ Supports EMV Contactless, Credit/Debit Cards, NFC Payments and Digital Wallets
- ☒ 24/7 Customer Support
- ☒ CI Compliant
- ☒ Upholds PCI-DSS Compliance
- ☒ Encrypts Data for Additional Security
- ☒ Competitive Processing Rates
- ☒ Accepts All Credit Card Types

AUTOMATED SALES REPORT

Report Includes Cash & Cashless Transactions
It Tracks Sales & Payments Remotely
Reports Includes Daily Sales

*Daily Reports are Emailed to the King's Team. Daily reports allow leadership to spot any unusual transactions and/or no transactions. This assist in spotting service issues quickly.

PRODUCT PRICING

Item Description - Food	Sale Price	Commission %	Total Per Unit
Hot Fries	\$1.25	15%	\$.19
Hot Cheetos	\$1.25	15%	\$.19
Cheetos	\$1.25	15%	\$.19
BBQ	\$1.25	15%	\$.19
Takis	\$1.25	15%	\$.19
Funyuns	\$1.25	15%	\$.19
Hot Funyuns	\$1.25	15%	\$.19
Doritos	\$1.25	15%	\$.19
Snider Pretzels	\$1.25	15%	\$.26
Cheez-It	\$1.50	15%	\$.17
Skinny Pop	\$1.50	15%	\$.23
Crackers - Various Flavors	\$1.00	15%	\$.15
Nutter Butter	\$1.50	15%	\$.23
Oreos	\$1.50	15%	\$.23
Famous Amos	\$1.50	15%	\$.23
Pop Tarts	\$1.50	15%	\$.23
M&M - Plain and Peanut	\$2.25	15%	\$.38
Sour Patch	\$2.25	15%	\$.38
Sour Gummy Worms	\$2.25	15%	\$.38

Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.

PRODUCT PRICING

Item Description - Food	Sale Price	Commission %	Total Per Unit
Gummy Bears	\$2.25	15%	\$.38
Air Head Extreme	\$2.25	15%	\$.38
Ring Pop	\$1.75	15%	\$.26
Skittles - Various Flavors	\$2.25	15%	\$.38
Snickers	\$2.25	15%	\$.38
Hersey’s Cookies & Cream	\$2.25	15%	\$.38
Twix	\$2.25	15%	\$.38
Reese’s - Mixed Variety	\$2.25	15%	\$.38
Welch's Fruit Snacks	\$1.50	15%	\$.23
Fruit & Veggie Pouch	\$2.00	15%	\$.30
Item Description - Sundry	Sale Price	Commission %	Total Per Unit
Feminine Hygiene Kit	\$5.00	15%	\$.23
Tylenol	\$3.25	15%	\$.49
Travel Shower Gel & Lotion	\$3.25	15%	\$.49
Travel Shampoo & Conditioner	\$3.25	15%	\$.49
Item Description - Drinks - Bottle Unless Noted	Sale Price	Commission %	Total Per Unit
Coke	\$2.00	15%	\$.30
Diet Coke	\$2.00	15%	\$.30
Sprite	\$2.00	15%	\$.30
Dr. Pepper	\$2.00	15%	\$.30

Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.

PRODUCT PRICING

Item Description - Drinks - Bottle Unless Noted	Sale Price	Commission %	Total Per Unit
Diet Dr. Pepper	\$2.00	15%	\$.30
Mountain Dew	\$2.00	15%	\$.30
Sunkist - 12oz Can	\$1.25	15%	\$.19
Squirt - 12oz Can	\$1.25	15%	\$.19
Manzanita - 12oz Can	\$1.25	15%	\$.19
Monster	\$3.00	15%	\$.45
Diet Monster	\$3.00	15%	\$.45
Brisk Tea - 12oz Can	\$1.25	15%	\$.19
Arizona Tea	\$2.00	15%	\$.30
Water	\$1.00	15%	\$.15
Under Armor - Variety Flavors	\$2.25	15%	\$.34
Propel - Variety Flavors	\$2.00	15%	\$.30
Minute Maid Lemonade	\$2.25	15%	\$.34
Powerade- Variety Flavors	\$2.00	15%	\$.30
Apple & Eve 100% Orange Juice	\$2.25	15%	\$.34
Welch's 100% - Variety Flavor	\$2.25	15%	\$.34
Nesquick Chocolate Milk	\$2.25	15%	\$.34

Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.