

A RESOLUTION AUTHORIZING THE MAYOR AND THE FISCAL OFFICER TO ENTER INTO CONTRACT PROVIDE VENDING MACHINES AT THE MINERVA PARK POOL FOR THE 2012 POOL SEASON

WHEREAS, the Council of the Village of Minerva Park desires to provide food services for the members and visitors to the Minerva Park Pool; and

WHEREAS, the Council of the Village of Minerva Park deems it necessary to contract with Vending Services, LLC to provide such vending machine services for the 2012 pool season; and

WHEREAS, the Village has received a new contract for services from Vending Services, LLC for 2012;

NOW, THEREFORE, be it resolved by the Council of the Village of Minerva Park, Franklin County, State of Ohio, that:

- Section 1. The Mayor and Fiscal Officer are hereby authorized to enter into contract with Vending Services, LLC, for the 2012 pool season, May 28, 2012 to September 3, 2012.
- Section 2. The conditions of the attached contract Exhibit A and are made a part hereof as if it were fully written herein.
- Section 3. All prior resolution(s) or any part thereof, which is(are) inconsistent with this resolution, is(are) hereby repealed as to the inconsistent part (s) thereof, and the remainder of said resolution(s) shall remain in full force and effect.
- Section 4. This resolution shall take effect and shall be in force at the earliest opportunity allowed by law.

First Reading: February 13, 2012
Second Reading: March 12, 2012
Third Reading: April 9, 2012
Passed: April 9, 2012

Lynn Eisentrout, Mayor, Village of Minerva Park

Attest Nancy White, Fiscal Officer,
Village of Minerva Park

Reviewed by Counsel

Location Agreement

This agreement, made this 10 day of February 2012 by and between Cardinal Vending Services, LCC, an Ohio Limited Liability Company located at 100 E. Campus View Blvd., Suite #120, Columbus, OH 43235 hereafter referred to as VENDOR and Village of Minerva Park, an incorporated Village located at 2829 Minerva Lake Rd., Columbus, OH 43231, hereafter referred to as LOCATION in consideration of the mutual covenants herein, the parties do agree as follows:

LOCATION grants to VENDOR the exclusive vending rights and privilege to sell and dispense the mutually agreed upon ice cream, snack and candy products, at NO COST to said location for product, installation, repair, or removal of the vending machine equipment.

The LOCATION shall receive a monthly commission based upon the 15% of gross receipts less sales tax (if applicable) generated by each individual machine. VENDOR will provide documentation by the end of the following month detailing the monthly sales on each vending machine.

The LOCATION and VENDOR agrees to have the following machines installed: an ice cream machine, a M&M branded chilled candy machine, a Pringle branded chip machine, a Frito-Lay branded chip machine, and a beverage vending machines.

LOCATION grants VENDOR access solely during all business hours to the LOCATION's premises for the purposes of providing service and maintenance, unless approved by a Village employee.

VENDOR is acknowledged to be the lessee of all machines and all equipment that may be brought upon LOCATION's property by VENDOR, and nothing in the Agreement will give LOCATION any interest in such machines, or equipment. Any damage done to machines or liability from the machines will be covered by VENDOR's insurance. If there is a major equipment failure, VENDOR will make every effort to complete repair within twenty-four hours of receipt of parts necessary to make the repair. Refilling services are to be provided by VENDOR on an "as needed" basis. The LOCATION has no rights to unplug, put "out of order" sign(s) on the machines or move the machines from the machines original location without the consent of the VENDOR.

CANCELLATION WITHOUT CAUSE - The term of this Agreement shall be for May 10, 2012 to September 10, 2012. Upon notice of termination, VENDOR has up to 30 days to remove the equipment at no cost to the LOCATION.

CANCELLATION WITH CAUSE – If the equipment supplied by VENDOR does not meet VENDOR'S expectations of units sold, VENDOR has the right to remove the vending machines with 30-day notice to the LOCATION.

Products will be offered at specified prices determined by the VENDOR. Any change in the wholesale price may result in a change in the selling price through the vending equipment. Notice will be given to the LOCATION before the price increase. If VENDOR is dissatisfied with the quality, quantity or availability of products, VENDOR reserves the right to replace the products or machines with similar products or machines.

This document constitutes the entire agreement of the parties. The parties are bound by this agreement.

LOCATION and VENDOR, having read and agreed to all the terms herein, have signed this Agreement.

Village of Minerva Park

Signature	
Name	Lynn Eisentrout
Title	Mayor
Approved as to form Gene Hollins Law Director	

Cardinal Vending Services, LLC

Signature	
Name	Steven J. Covert
Title	President