



Dear Vendor:

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Nemours Children's Specialty
Care Clinic

Thank you for your interest in the NCCS vending program **for full line vending machines**. Partnering with NCCS may increase machine revenue, help secure optimal locations and most importantly, will generate support for children with cancer and their families. **In order to apply for a licensing agreement with NCCS, please review the following information, complete and return all required documents.**

ROYALTY RATE OPTIONS

Cost Per Label

\$5 per label

\$54 per label

Payment Period

Monthly payments

Annual payments

Please note: Labels issued for full line machines are not the same as our other vending program labels.

PAYMENT OPTIONS

1) Debit/Credit Card

Complete the enclosed Debit/Credit Card Authorization Form and indicate if the card should be charged for: **a) Initial fee to obtain labels b) Monthly payments** (Ongoing charge to card until further notice) **c) Annual payment**

2) Check/Money Order

Make checks/money orders payable to NCCS. The NCCS does not send monthly invoices; self-addressed envelopes will be provided in advance for making monthly payments. Payments are due on the 15th of each month. There is no payment due for the first month to allow for machine placement. **Payment is based upon the number of labels, not the number of machines in service or income generated.** You may change or cancel your monthly obligation by returning all/a portion of the labels.

NEXT STEPS

Please mail the completed licensing agreement (2-pages), payment (check, money order or Debit/Credit Card Authorization Form) and **\$10 set-up fee to: The National Children's Cancer Society/Charity Vending Program/500 North Broadway, Suite 1850/St. Louis, MO 63102.**

The information may also be faxed to 314-735-2023. *It is ill-advised to email credit card information.* If you have any questions, please call 314-446-5223.

Sincerely,

Shirley Pye, Development Specialist ~ CRM

Note:

If you hire a locator to physically place the machines, we recommend accompanying them. Machines must also be maintained after they are placed; well-maintained machines make more money!

Visit the National Bulk Vending Association website: www.nbva.org. to research the vending business.





The National Children's Cancer Society
Licensing Agreement for Full Line Vending Machines

This licensing agreement is entered into this day by between The National Children's Cancer Society (NCCS) a non-profit corporation located at 500 North Broadway, Suite 1850, St. Louis, MO 63102 and vendor as named below.

Name: _____
(hereinafter, the "Vendor")

Company Name (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Email address: _____ Phone: _____ Mobile: _____

LICENSING AGREEMENT IS ONLY LEGAL FOR FULL LINE MACHINES

**NCCS does not endorse or offer licensing agreements for
"Wishing Well" or collection canister programs**

ROYALTY RATE OPTIONS (There is a \$10.00 set-up fee for all new accounts.)

<u>Cost Per Label</u>	<u>Payment Period</u>
\$5.00 each	Monthly
\$54 each (\$4.50 x12)	Annually

Number of labels: _____ Monthly payment: \$ _____ Annual payment \$ _____

THEREFORE, in consideration of the mutual promises set forth herein the VENDOR agrees and promises:

1. To only represent the true status and the nature of the relationship with The National Children's Cancer Society, to-wit: VENDOR is actually the owner and operator of the vending machine; that VENDOR has a license to display the label of The National Children's Cancer Society for which the VENDOR pays a fixed amount every month, regardless of sales.
2. To pay (regardless of proceeds) an agreed, fixed, payment per label to the NCCS.
3. To display only labels provided to the VENDOR by the NCCS, or those pre-approved by the NCCS for the vending machines.
4. To hold the NCCS harmless against claims or liabilities arising from unauthorized use of its name or literature. To indemnify and hold the NCCS harmless from any and all claims and liability which may arise out of any activities of the VENDOR in furtherance of this licensing agreement, from any acts or omissions of its agents or employees, or from the operation of its vending equipment. The VENDOR also indemnifies the NCCS against any claim or liability arising from the products or services it sells. The VENDOR will provide the NCCS with such financial surety as is satisfactory to the NCCS.
5. VENDOR shall be responsible for placement, maintenance, and operation of equipment, and in all cases give those with whom devices have been placed a method whereby he or she can be reached between regular service calls to deal with service matters. The machines shall be in good working order.
6. To conduct all its business affairs in a moral, ethical & reasonable manner & to comply with all applicable local, state & federal laws, including, obtaining appropriate business licenses and permits.

- 7. This licensing agreement shall be continuous unless one party gives notice to the other, in writing, of its intention to terminate the licensing agreement. Either party may terminate licensing agreement by giving written notice. **If this licensing agreement is terminated, then VENDOR agrees to remove and return all labels bearing the NCCS logo.** Any termination shall be effective ninety days after the date it was mailed. The party breaching this licensing agreement shall have thirty (30) days to rectify any breach from the date of the notice of termination.
- 8. This licensing agreement is not transferable and the sale of equipment to others does not relieve VENDOR from responsibilities of this licensing agreement. VENDOR must return all NCCS labels in order to properly terminate this licensing agreement. Purchaser of equipment will be required to enter separate licensing agreement with the NCCS and obtain their own NCCS labels.
- 9. VENDOR shall make monthly royalty payments due on 15th of each month as agreed upon, unless paying annually. Automatic payments may be set up, online payments are accepted, or checks payable to: **NCCS Vending Program Coordinator, 500 North Broadway, Suite 1850, St. Louis, MO 63102.**
- 10. This licensing agreement shall not be amended except by a memorandum in writing signed by both parties. This licensing agreement constitutes the entire licensing agreement between the parties. The parties signing this licensing agreement on behalf of their respective entities have made truthful representation that they have the authority to make binding licensing agreements on behalf of their respective entities.
- 11. The parties agree in the event a dispute should arise by and between the parties concerning the terms or conditions, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration proceeding shall take place in St. Louis, Missouri, and the decision of the arbitrator appointed by the American Arbitration Association shall be binding upon each of the parties hereto, and the arbitrator shall have the discretion to award costs and attorney's fees. The decision of the arbitrator shall be binding and non-appealable.
- 12. The undersigned VENDOR does hereby acknowledge and agree that no representations of any kind whatsoever have been made to me by the NCCS, or any of its authorized representatives. I realize that the placement of the vending machines will be left to my own initiative, and the success of my participation in this program is solely dependent upon my ability to have the machines placed in appropriate public locations. The NCCS has not made any representations relative to the ease of placement or financial success as result of my participation in this program.

Initial here _____

- 13. I understand and agree that the labels provided may only be utilized in connection with approved vending or entertainment devices and for no other purpose. NCCS VENDNG LABELS CANNOT BE DUPLICATED OR ALTERED. The purchase of NCCS vending labels does not grant you any other rights in relation to using the NCCS logo. Any redistribution or reproduction of the NCCS logo is prohibited without express written authorization from NCCS. Unauthorized use may lead to legal proceedings against you.

IN WITNESS WHEREOF, the parties hereto have executed this licensing agreement on the day and year first above written.

THE NATIONAL CHILDREN'S CANCER SOCIETY:

VENDOR:

X _____
Authorized Representative

X _____

Date _____

Date _____

Please initial #12 and sign above and as 'VENDOR'

- **What make of machines do you have?** _____
- **Where did you purchase them?** _____
- **How did you hear about our charity vending program?** _____



The National Children's Cancer Society

FULL LINE VENDING DEBIT/CREDIT CARD AUTHORIZATION & SHIPPING

This letter hereby authorizes The National Children's Cancer Society to charge my debit/credit card as follows:

Card: [] Master Card [] Visa [] American Express [] Discover

Card Number: _____ Exp. Date: _____

Name on Card: _____

ROYALTY RATE OPTIONS for Full Line Machines (There is a \$10.00 set-up fee for all new accounts.)

Table with 2 columns: Cost Per Label, Payment Period. Rows include \$5.00 Each, \$54.00 Each (\$4.50x12), Monthly payment, Annual payment.

[] Initial Payment only:

Please charge my debit/credit card for my initial payment of \$ _____ in order to obtain my labels, plus the \$10.00 set-up fee = \$ _____ total.

[] Initial and Continued Monthly Payments: Please charge my debit/credit card for my initial payment of \$ _____ in order to obtain my labels, plus the \$10.00 set-up fee = \$ _____ total. Then charge my debit/credit card on the 15th day of every month in the amount of \$ _____ until further for the monthly payments.

[] Annual Payment: Please charge my debit/credit card for my current year, non-refundable, annual payment of \$ _____ plus the \$10.00 set-up fee = \$ _____

Signature

Date

VENDING SHIPPING OPTIONS - Choose one

- [] USPS Delivery - FREE
[] FED EX - Overnight delivery- FedEx will charge your card
[] PRIORITY (Next business morning /Saturday delivery)
[] STANDARD overnight
[] FED EX - 2 Day delivery - FedEx will charge your card
(Please note: FedEx cannot deliver to a PO Box)

Ship to:

Name

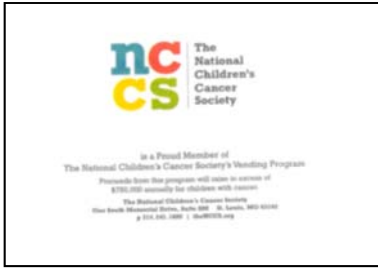
Phone

Address

City, State, Zip

Email address

HELPFUL VENDING TOOLS



ID Card shows your affiliation with The National Children's Cancer Society's Vending Program \$5.00 each



Lanyards/Badge holds ID Card \$10.00 w/ ID card \$7.00 w/out ID card



Vending Information for Retailers brochure answers location owners' questions

**Cost: 10 = \$ 5.00
25 = \$10.00
50 = \$15.00
100 = \$20.00**



Color print on linen paper Fits 8x10" frame Recognizes location owners 10 for \$7.50

List names as they should appear on ID Cards: PLEASE NOTE: CARDS WILL ONLY BE ISSUED FOR NAMES LISTED ON THE CONTRACT. ONE NAME PER CARD

Pay for any order by using an accepted credit card. Mail-in orders should include a check, money order or credit card information.

Brochures* _____ = \$ _____

**Not applicable for Treasure Chest vending*

Number of certificates* _____ = \$ _____

**Customized for Treasure Chest vendors as needed*

Number of ID Cards _____ = \$ _____

Number of Lanyards _____ = \$ _____

Lanyards w/ ID Cards _____ = \$ _____

Amount of total order: \$ _____

Payment method (circle one):

Check MC Visa AmEx Discover

_____ **Card number**

_____ **Exp. Date**

_____ **Name on card**

_____ **Street Address to send order**

_____ **City, State, & Zip**

_____ **Phone number / email address**

_____ **Signature Date**

To order, call (314) 446-5223 or fax to (314) 735-2023



Polo with pocket black or white
5.60 oz. cotton/polyester blend
NCCS embroidery

Polo without pocket black or white
6 oz. cotton/polyester
moisture wicking properties
NCCS embroidery

NCCS Cap
Six panels, pre-curved visor
cloth strap and Velcro closure
One size fits all

***** ALL PRICES INCLUDE SHIPPING *****

Men's Sizes	S	M	L	XL	XXL	3XL	4XL	TOTAL
\$45 Pocket Black						NA	NA	\$
\$45 Pocket White						NA	NA	\$
\$45 Black No pocket								\$
\$45 White No pocket								\$
\$22 Black Hat								\$
SHIPPING INCLUDED								TOTAL

Ship to:

Name _____
 Address _____
 City, State, Zip _____
 Phone _____
 E-mail _____
 Order date _____

Payment Method:

Check (Made payable to NCCS)
 Credit Card (circle one)
 MasterCard / Visa / AmEx / Discover

Card # _____
 Expiration Date _____
 Name On Card _____
 Signature _____

Please return to:
 NCCS Vending, 500 North Broadway, Suite 1850, St. Louis, MO 63102
 Fax: 314-735-2023 • Phone: 314-446-5223 • theNCCS.org