



**The  
National  
Children's  
Cancer  
Society**

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Dear Vendor:

Thank you for your interest in the NCCS Treasure Chest vending program. Partnering with NCCS may increase machine revenue, help secure optimal locations and most importantly, will generate revenue for children with cancer and their families. One hundred percent of your vending royalty payments support our Transportation Assistance Fund, which helps ensure children with cancer have access to treatment. **Please review the following information and complete/return all required documents.**

**ROYALTY RATE OPTIONS**

<u>Number of Signs</u>	<u>Cost Per Sign</u>	<u>Payment Period</u>
1-5	\$12.00	Annual (Paid in advance for one year)
6-24	\$ 1.50	Monthly
6-24	\$12.00	Annual*
25 +	\$ 1.00	Monthly

(\*Discounted annual rate for 6-24 signs)

**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 signs 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 15<sup>th</sup> of each month. There is no payment due for the first month to allow for machine placement. **Payment is based upon the number of signs, 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 signs.

**NEXT STEPS**

Please mail the completed contract (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*

Shirley Pye, Development Specialist ~ Vending & Thrift Operations



## **NCCS Treasure Chest Vending VENDOR LICENSING AGREEMENT**

This licensing agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between The National Children's Cancer Society (NCCS) a non-profit corporation located at 500 North Broadway, Suite 1850, St. Louis, MO 63102 and

Name: \_\_\_\_\_  
(hereinafter, the "TC VENDOR")

Company Name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

**THIS LICENSING AGREEMENT IS EXCLUSIVELY FOR TREASURE CHEST VENDORS  
NOT VALID FOR ANY OTHER VENDING MACHINES OR PROGRAM**

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

<b><u>Number of Signs</u></b>	<b><u>Cost Per Sign</u></b>	<b><u>Payment Period</u></b>
1-5	\$12.00	Annual (Paid in advance for year)
6-24	\$ 1.50	Monthly
6-24	\$12.00	Annual*
25 +	\$ 1.00	Monthly

Number of signs: \_\_\_\_\_ Monthly pmt: \_\_\_\_\_ Annual pmt \* \_\_\_\_\_

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 Treasure Chest machine; that VENDOR has a license to display the sign of The National Children's Cancer Society for which TC VENDOR pays a fixed amount every month, regardless of sales.
2. To pay (regardless of proceeds) an agreed, fixed, payment per sign to the NCCS.
3. To display only signs provided to the VENDOR by the NCCS, or those pre-approved by the NCCS for the Treasure Chest 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 signs 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 signs 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 signs.
- 9. VENDOR shall make monthly royalty payments due on 15<sup>th</sup> 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 Treasure Chest 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 signs provided may only be utilized in connection with Accessit Corp Treasure Chest Vending Machines and for no other purpose. NCCS TREASURE CHEST VENDING SIGNS CANNOT BE DUPLICATED. The purchase of NCCS Treasure Chest vending signs 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:**

**TREASURE CHEST VENDOR:**

X \_\_\_\_\_  
Authorized Representative

X \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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

***How did you locate your machines?***

**DEBIT / CREDIT CARD AUTHORIZATION:**  
**PAYMENTS / 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: \_\_\_\_\_

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

<u>Number of Signs</u>	<u>Cost Per Sign</u>	<u>Payment Period</u>
1-5	\$12.00	Annual (Paid in advance for year)
6-24	\$ 1.50	Monthly
6-24	\$12.00	Annual*
25 +	\$ 1.00	Monthly

**Initial Payment only:**

Please charge my debit/credit card for my initial payment of \$ \_\_\_\_\_ in order to obtain my signs, 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 signs, 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**

\*\*\*\*\*

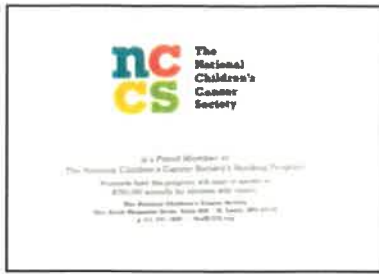
**Ship to:**

\_\_\_\_\_  
**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**

**GENERAL BROCHURES AVAILABLE UPON REQUEST**



**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**

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*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**