



THE NATIONAL CHILDREN'S CANCER SOCIETY VENDING PROGRAM

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

ROYALTY RATES PER LABEL

Vendors can choose between our options of labels, as well as their payment frequency of annually or monthly. **There is a one-time start-up fee of \$15 for new vendors.**

	<u>Honor Box</u>	<u>BULK</u>	<u>Full Line</u>	<u>ATM</u>	<u>Charging Kiosk</u>
<u>ANNUAL FEE</u>	\$12	\$12	\$54	\$54	\$54
<u>MONTHLY FEE</u>	\$1.50*	\$1.50*	\$5	\$5	\$5

* The price is \$1.50 per label for the first 24 labels, then at 25 labels, the price changes to \$1 per label, per month.*

Please note: Labels reflect the prospective income of the machine rather than the size. Importantly, the labels are the RENTED property of the NCCS and cannot be sold, even while on machines.

PAYMENT OPTIONS

Payment is based upon the number of labels a vendor has, not the number of machines in service or income generated.

Vendors can pay using their Vendor ID on the NCCS website, by mailing in checks or money orders payable to the National Children's Cancer Society, or by providing a debit/credit card. To provide a card number, you can fill out the form included and indicate how you would like to pay going forward or call in to provide your card number over the phone. If you are delinquent in payment or do not indicate another method of payment prior to the payment being due, the card on file will be charged.

Payments are due on the **15th** of each month for monthly payers and on the 15th of your starting month for annual payers. You may change or cancel your agreement at any time; however, as the labels are rented, you will be considered obligated to pay for them until they are removed and returned or otherwise accounted for.

NEXT STEPS

Please mail the completed licensing agreement (2-pages) and payment (check, money order, or Debit/Credit Card Authorization Form), including the **\$15 start-up fee** to:

**The National Children's Cancer Society: Vending Program
2900 Frank Scott Parkway West, Suite 928, Belleville, IL 62223**

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 and ***leave your name, number, and a brief message*** so that we can get back to you.

Sincerely,

Lizzy Slocomb, Vending & Thrift Coordinator

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!



THE NATIONAL CHILDREN'S CANCER SOCIETY LICENSING AGREEMENT FOR VENDING MACHINES

This licensing agreement is entered into this day between The National Children's Cancer Society (NCCS), a non-profit corporation located at 2900 Frank Scott Parkway West, Suite 928, Belleville, IL 62223, and vendor as named below:

Name: _____

(Hereinafter, the "Vendor")

Company Name (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Email address: _____ Phone: _____

Mobile: _____

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

ROYALTY RATES PER TYPE OF LABEL

There is a **\$15 start-up fee for all new accounts.**

	<u>Honor Box</u>	<u>BULK</u>	<u>Full Line</u>	<u>ATM</u>	<u>Charging Kiosk</u>
<u>ANNUAL FEE</u>	\$12	\$12	\$54	\$54	\$54
<u>MONTHLY FEE</u>	\$1.50*	\$1.50*	\$5	\$5	\$5

* The price is \$1.50 per label for the first 24 labels, then at 25 labels, the price changes to \$1 per label, per month.*

Type of labels: _____ Circle: Monthly or Annual Number of labels: _____

Initial Payment: \$_____ + \$15 startup fee

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, 2900 Frank Scott Parkway West, Suite 928, Belleville, IL 62223.**
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 Clair County, Illinois, 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:

Lizzy Slocomb
Vending & Thrift Coordinator

Your Signature

Date

Date

How did you hear about our charity vending program? _____

Do you have a locator? _____

If yes, who? _____



**VENDING
DEBIT/CREDIT CARD AUTHORIZATION**

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

Card: ☐ MasterCard ☐ Visa ☐ American Express ☐ Discover

Card Number: _____ Exp. Date: _____

Name on Card: _____

ROYALTY RATES PER TYPE OF LABEL

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Type of labels: _____ **Circle:** Monthly or Annual Number of labels: _____

Initial Payment: \$_____ + **\$15 startup fee**

☐ **Initial Payment only:**

Please charge my debit/credit card for my initial payment of \$_____ in order to obtain my labels, plus the **\$15** 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 **\$15** 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 **\$15** set-up fee = \$_____

Your Signature

Date

SHIP TO:

Name

Phone

Address

City, State, Zip

Email address