

# DALLAS/FORT WORTH DR PEPPER BOTTLING COMPANY

## FULL SERVICE VENDING MACHINE AGREEMENT

DALLAS/FORT WORTH DR PEPPER BOTTLING COMPANY, hereinafter referred to as the "Company", agrees with:

Wise County Sheriff's Dept.  
 CUSTOMER  
200 Rock Ramsey Dr Decatur Texas 76234  
 DELIVERY ADDRESS CITY, ZIP  
940-627-5971  
 BUSINESS PHONE

hereinafter called the "Customer," that the Company will be permitted to place the following vending machine, hereinafter referred to as the "Equipment," at the above location.  
 Equipment Model and Serial Number 198932  
 which location is either owned or leased by the Customer, and that the Company shall have the full responsibility of servicing and maintaining and stocking the Equipment and the sole right to all proceeds and revenues therefrom.

In consideration of the foregoing, the Company agrees to pay to the Customer a monthly commission, the payment of the commission and the amount of each commission payment to be determined by the vend price and the minimum requirements and schedule of commissions effective on the date of each such commission payments as periodically published and/or amended by the Company at its sole discretion.

The Customer agrees to report promptly to the Company any failure of the Equipment to function properly or of any other conditions that might affect profitable or safe operation of the Equipment.

The Customer agrees that any authorized representative of the Company may, at all reasonable times, enter upon the premises where the Equipment is located and maintain, remove, or service the Equipment as the Company deems necessary at its sole discretion.

The title to this Equipment shall at no time be transferred to the Customer but it will remain the sole property of the Company. The Customer agrees to execute all documents necessary to indicate that title to the Equipment belongs to the Company. The Customer further agrees that it will not sell, pledge, encumber or create any liens of any kind, or allow any liens to become effective against the Equipment in any manner whatsoever. Violation of this Paragraph by the Customer shall give the Company the right to terminate this Agreement and immediately take possession of the Equipment.

The Customer agrees that it shall not assign this Agreement without the prior written consent of the Company and until the Company negotiates a new Full Service Agreement with the assignee. The Customer shall not remove this Equipment from the above shown address without the prior written approval of the Company. Should it become necessary for this Equipment to be relocated, then the Company, upon being advised by the Customer, will move it anywhere in the Company's licensed territory. Violation of this Paragraph by the Customer shall give the Company the right to terminate this Agreement immediately and take possession of the Equipment.

The Customer agrees to give, in writing, fifteen (15) days notice to the Company of any change of ownership or closing of business, thereby insuring the Company of adequate time in which it may recover the Equipment.

The Company and the Customer agree that this Agreement may be terminated at any time by either party and that, if the Customer decides to terminate, he or she agrees to give in writing fifteen (15) days notice to the Company and agrees to return the Equipment to the Company in good condition, normal wear and tear accepted, prior to the actual termination of this Agreement. In addition, the Company maintains the right to immediately terminate this Agreement, without prior notice, and to immediately remove the Company's Equipment from the premises of the Customer for reasons including, but not limited to, the insolvency or bankruptcy of the Customer, loss, theft, substantial damage, destruction, or any sale or encumbrance to or of the Equipment, or the occasion of any other event which, in the opinion of the Company, affects the value, safety or security of the Equipment.

The Company shall provide normal installation of the Equipment, but the Customer will pay for (a) proper electrical outlets within six (6) feet of the Equipment location (extension cords may not be used); (b) all structural alterations; and (c) all other unusual expense, including all work not performed by the Company's or the Customer's employees.

The Customer hereby represents and warrants to the Company that the Customer either owns the realty mentioned above or that the same is subject to a valid and existing lease or rental agreement, and that the Customer has the lessor's permission to enter into this Agreement.

The Customer agrees that all trademarks on the Equipment shall remain on the Equipment at all times. No other signs, decals or advertising may be placed on or removed from the Equipment without the prior written consent of the Company.

The Customer agrees to maintain a sign or decal on the Equipment containing essentially the following language:  
 "CAUTION - THIS VENDING MACHINE IS OWNED BY (OR MORTGAGED TO) DALLAS/FORT WORTH DR PEPPER BOTTLING COMPANY. IT IS A FELONY OFFENSE, PUNISHABLE BY IMPRISONMENT IN A PENITENTIARY FOR NOT LESS THAN TWO YEARS NOR MORE THAN TEN YEARS, TO REMOVE THIS VENDING MACHINE WITHOUT THE PERMISSION OF DR PEPPER COMPANY. IT IS A CLASS A MISDEMEANOR, PUNISHABLE BY IMPRISONMENT IN JAIL FOR A TERM NOT TO EXCEED ONE YEAR OR A FINE NOT TO EXCEED \$2,000, OR BOTH, TO DESTROY, CONCEAL, ENCUMBER, OR OTHERWISE HARM OR REDUCE THE VALUE OF THIS VENDING MACHINE WITH THE INTENT TO HINDER THE ENFORCEMENT OF DR PEPPER COMPANY OF ITS INTEREST IN THIS VENDING MACHINE. TEXAS PENAL CODE, SECTION 32.33"

The Customer agrees to indemnify, defend, and hold the Company harmless from any and all claims, costs or losses (including reasonable attorney's fees) arising out of the Customer's use of the Equipment, including, but not limited to, any such claim, cost or loss arising out of the Customer's failure to maintain a safe environment including, but not limited to, safe and adequate electrical wiring and a safe, clean and dry area in and around the Equipment. Such indemnification shall include the Company's cost in obtaining possession of the Equipment.

Any deletion or additions to any of the conditions herein, unless previously agreed upon in writing by an authorized representative of the Company, will not by valid and will, at the discretion of the Company, make this Agreement null and void.

The Customer hereby acknowledges receipt of this Agreement with all blanks completed.

EXECUTED this 29th day of August 20 11  
 DALLAS/FORT WORTH DR PEPPER BOTTLING COMPANY  
 By: [Signature] By: [Signature]  
 Wise County Sheriff's Dept. Customer

COMMISSION CHECK MADE PAYABLE TO  
Wise County Treasurer Tax Number 7510001203  
 Name PO BOX 554  
 Address Decatur TX 76234  
 City State Zip Code