



Township of Union Public Schools

TWP OF UNION BOARD OF EDUCATION VENDING MACHINE LICENSE AND HOLD HARMLESS AGREEMENT

This Vending Machine License and Hold Harmless Agreement ("Agreement") is entered into by and between the TUPS BOARD OF EDUCATION ("Board" or "District") and the Social ??? Club of Jefferson Elementary School ("Social Club" or "Club"), an independent staff organization consisting solely of employees/staff members of Jefferson Elementary School.

1. PURPOSE AND LIMITED PERMISSION

The Board hereby grants the Social Club a limited, revocable, non-exclusive license to place and operate one (1) beverage/soda vending machine in the designated staff/teacher lounge at JEFFERSON ELEMENTARY School, subject to the terms of this Agreement and applicable Board policies, Federal and State laws, regulations, and administrative requirements.

The vending machine shall be located exclusively in an area designated by the District that is restricted to staff. Students shall not be permitted access to or use of the vending machine.

This Agreement constitutes permission to use District space only. It does **not** create a lease, tenancy, partnership, joint venture, agency relationship, District-sponsored activity, or other property interest in favor of the Social Club.

2. OWNERSHIP AND OPERATION

The vending machine is and shall remain the sole property and responsibility of the Social Club. The District shall have no ownership or financial interest in the vending machine or its proceeds.

The Social Club shall be solely responsible for:

- Purchase, installation, stocking and restocking of the machine;
- Collection, safeguarding, accounting and disposition of all monies and proceeds;
- Refunds or losses associated with the machine;
- Maintenance, servicing, repair and replacement;
- Any vendor or service agreements associated with the machine; and
- Compliance with all applicable Federal and State laws, regulations and District policies governing the machine and the products sold.

No vending-machine proceeds shall be collected, deposited, accounted for, audited, managed, or otherwise administered by the Board or District employees in their official District capacity. Nothing in this Agreement authorizes the Social Club to represent its funds as District funds or to pledge the credit of the Board.

3. DISTRICT FACILITIES AND UTILITIES



Township of Union Public Schools

The District permits the Social Club, without charge unless otherwise determined by the Board, to utilize the reasonable amount of District floor space, electricity, electrical outlets and existing cable/connectivity, if any, necessary for operation of the machine.

Such permission does not oblige the District to install, upgrade, repair or replace electrical service, cabling, outlets, telecommunications equipment or other infrastructure for the machine.

Installation and operation shall not damage District property or interfere with school operations, fire protection, accessibility, emergency egress, building systems, safety requirements or the educational program.

The District may require relocation or removal of the machine whenever the Superintendent, School Business Administrator/Board Secretary, Principal, or their designee determines that relocation or removal is necessary for operational, safety, legal, fiscal or educational reasons.

4. COMPLIANCE WITH LAW

The parties acknowledge that the District is a New Jersey public school district governed by Title 18A of the New Jersey Statutes and Title 6A of the New Jersey Administrative Code, together with other applicable State and Federal requirements.

The Club shall operate the machine in accordance with all applicable laws, regulations and Board policies, including applicable school facilities, health, safety, nutrition, fire, electrical and building requirements.

The Board retains authority and responsibility over its school facilities. See, generally, N.J.S.A. 18A:20-4.2 and applicable provisions of N.J.A.C. 6A:26, including requirements concerning the safe operation and maintenance of school facilities.

Nothing in this Agreement shall be construed to waive or supersede any applicable requirements concerning foods or beverages sold on a school campus, including applicable New Jersey Department of Agriculture competitive-food and school nutrition requirements.

5. ASSUMPTION OF RESPONSIBILITY; INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the Social Club assumes responsibility for the ownership, possession, operation, stocking, maintenance and use of the vending machine.

The Social Club shall indemnify, defend and hold harmless the Board of Education, District, its Board members, officers, employees, agents and representatives from and against claims, damages, losses, liabilities, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, arising from or relating to the Social Club's ownership, operation, stocking, maintenance or use of the vending machine, except to the extent caused by the negligence or willful misconduct of the Board or its employees or agents.



Township of Union Public Schools

The District shall not be responsible for theft, vandalism, damage, malfunction, loss of inventory, loss of revenue, money shortages, spoilage, repair costs, refunds or other financial losses associated with the vending machine.

Nothing contained herein shall constitute a waiver of any immunity, defense, limitation of liability, or other protection available to the Board or its employees under applicable law, including the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

6. INSURANCE

Upon request of the School Business Administrator/Board Secretary, the Social Club shall provide evidence of insurance or other coverage deemed appropriate by the District's insurance/risk-management representative. The Board reserves the right to require appropriate liability coverage as a condition of continued placement of the machine.

7. REVOCATION AND REMOVAL

Permission granted under this Agreement is revocable at the discretion of the Board. The Board may terminate this Agreement upon written notice to the Social Club.

The District may require immediate disconnection or removal where the Superintendent or School Business Administrator determines that the machine presents a safety, legal, regulatory, insurance, operational or facilities concern.

Upon termination, the Social Club shall remove the machine and restore the area to substantially its prior condition, ordinary wear and tear excepted, at no cost to the District.

8. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties concerning the vending machine. Any modification shall be in writing and approved by the Board or its authorized representative.

This Agreement shall be governed by the laws of the State of New Jersey.



Township of Union Public Schools

By: _____
Board President

Date: _____

By: _____
School Business Administrator/Board Secretary

Date: _____

SOCIAL CLUB – JEFFERSON ELEMENTARY SCHOOL

By: _____
Authorized Social Club Representative

Title: _____

Date: _____