

## RDS VENDING, LLC LOCATION AGREEMENT

THIS AGREEMENT made this 1st day of April 2023 (Effective Date), by and between RDS VENDING, LLC, of 220 E. Washington Street, Building A, Norristown, PA 19401 ("RDS") and Academia Suites, LP ("CUSTOMER"), located at 1101 Godfrey Avenue, Philadelphia, PA 19141.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. This Agreement shall remain in force for a period of three (3) years from the Effective Date (the "Term") and shall thereafter continue on a month-to-month basis, unless either party provides written notice by registered or certified mail (return receipt required) to the other party of its intention to terminate the Agreement at least thirty (30) days prior to the expiration of the then-current Term of the Agreement. If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason, then the party claiming such failure shall give the other party a written notice citing the specifics of such breach. Such notice shall include copies of any and all documented failures prior to such notice date. If, within thirty (30) days from such notice, the failure has not been corrected, the non-breaching party may terminate this Agreement. Notwithstanding the above, CUSTOMER shall have the absolute right to terminate this Agreement for any reason or no reason, at any time, with thirty (30) days prior written notice.
2. CUSTOMER hereby grants to RDS, its successors and assigns, the RIGHT to provide snack and beverage vending services and to install and maintain all vending machines and equipment at the premises for any Term of this Agreement. CUSTOMER acknowledges that all Equipment (defined below) placed upon the premises of CUSTOMER is the sole and exclusive property of RDS.
3. Installation and Service. RDS shall install snack and cold beverage vending machines at CUSTOMER's premises at agreed upon locations (the "Equipment"), and at market pricing. RDS shall maintain and service the Equipment, and shall keep the Equipment in good working order, clean and sanitary, and stocked with name brand products. CUSTOMER shall supply adequate space and all utilities for the Equipment at CUSTOMER's expense.
4. Commission. RDS agrees to pay CUSTOMER a 15% commission on all net snack and cold beverage sales at pricing listed on Exhibit A. Such prices are based upon distribution and Product costs in the market. Notwithstanding anything to the contrary in this Agreement, the prices may be adjusted by Provider in the event of any changes in the market conditions. Net sales are defined as gross sales less applicable sales taxes. Commissions will be paid to CUSTOMER quarterly.
5. Insurance. RDS and all RDS personnel, including all subcontractors, shall maintain such insurance as set forth on Exhibit "B" and as reasonably necessary to insure against any claims arising out of the operation of the Equipment and sale of product upon the premises of CUSTOMER. A copy of said insurance certificate naming CUSTOMER as an additional insured, shall be provided to CUSTOMER upon execution of this Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval by CUSTOMER as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by CUSTOMER. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.
6. RDS Agents. RDS is at all times responsible for the actions and performance of RDS' Personnel. The failure of performance by RDS' Personnel does not relieve, release, or affect in any manner any of RDS' duties, liabilities or obligations hereunder, and RDS will at all times be and remain fully and primarily liable hereunder for RDS' Personnel.
7. Independent Contractor. RDS is an independent contractor with respect to the services to be performed hereunder. Any and all of CRDS's Personnel will not, for any purpose, be considered employees or agents of CUSTOMER. RDS is solely responsible to direct and supervise RDS' Personnel. RDS has the sole and exclusive right to hire, fire, supervise and direct its employees or agents, appoint supervisors or managerial personnel, set compensation and fringe benefits, establish wages, hours and working conditions, pay and remit all withholding taxes, social security, unemployment and other such monies as may become payable as a result of an employer-employee relationship, and in any and every other way manage the working relationship with RDS' Personnel. RDS will comply with all employment laws relative to its employees including, but not limited to, wage and hour laws, workers' compensation laws, immigration laws, OSHA-type laws, and any other such monies as may become payable as a result of an employer-employee relationship.
8. Damages. RDS will be responsible for all damages of any nature whatsoever, whether involving bodily injury, death or damages to personal or private property caused by or in connection with the services and equipment provided by RDS.
9. Indemnification. Notwithstanding anything in this Agreement to the contrary, RDS hereby covenants and agrees to indemnify, defend and hold harmless CUSTOMER and each of their respective current and former general and limited partners, members, principals, affiliates, directors, officers, shareholders, beneficiaries, trustees, employees, agents, successors and assigns (collectively, the "Indemnified Parties") from and against:  
  
A. Any claim, liability, loss, damages, cost or expense, including, without limitation, reasonable attorneys' fees, awards, fines or judgments, arising by reason of: (1) RDS' default or breach of any of the provisions of this Agreement; or (2) death, bodily injury, mental anguish to persons, damage to property, whether real or personal, defective equipment (including, without limitation, defective materials) or in connection with the services, whether performed by RDS, and/or by RDS' Personnel, and whether such claims, liabilities, losses,



damages, costs, or expenses arise in tort (including, without limitation, negligence, gross negligence, recklessness, or willful misconduct), or as a result of violations of local, state or federal laws, statutes, ordinances, regulations, common law or contract, except for those claims resulting solely from the negligence or willful misconduct of CUSTOMER; and

B. Any taxes, penalties, interest and/or fines assessed by any governmental entity against CUSTOMER that is connected to RDS in performing the services as described in this Agreement.

10. Confidentiality. RDS acknowledges and agrees that the tangible and intangible information obtained or developed in connection with the performance of this Agreement is deemed to be considered confidential and proprietary information ("Confidential Information"). RDS will not disclose CUSTOMER's Confidential Information to any other entity or persons without CUSTOMER's prior consent. RDS will not: (i) make any use or copies of the Confidential Information except as required to provide services in connection with the services; (ii) acquire any right in or assert any lien against the Confidential Information; (iii) sell, assign, lease, or otherwise dispose of Confidential Information to third parties or commercially exploit such information; or (iv) refuse for any reason to promptly return Confidential Information to CUSTOMER if so requested. Upon termination of this Agreement, RDS will promptly return or, if so requested, destroy any Confidential Information in its possession (including all copies thereof) or in the possession of RDS' Personnel. RDS agrees to notify CUSTOMER promptly and in writing of any circumstances of which RDS has knowledge relating to any possession, use or knowledge of any portion of the Confidential Information by any unauthorized person.
11. Non-Recourse Agreement. It is expressly understood and agreed by and between the parties hereto that, notwithstanding anything contained in this Agreement to the contrary, RDS (or any person claiming by, through or under RDS) will have no personal recourse for the payment or performance of any obligation under, or for any claim based on this Agreement and against Lindy Property Management or against any other Indemnified Party under this Agreement beyond the interest of CUSTOMER in Property. RDS hereby releases and waives all personal liability of the above-described persons and entities arising from or in any way connected with this Agreement or the services or equipment. Contractor acknowledges and agrees that CUSTOMER would not have entered into this Agreement without the benefit of the provisions of this Section.
12. Environmental Compliance. RDS represents, warrants and covenants to CUSTOMER that RDS will at no time use or permit Property to be used in violation of any applicable laws, codes and/or regulations, including, but not limited to any laws regarding waste disposal or other environmental laws. RDS will assume sole and full responsibility for, and will remedy at its sole cost and expense, all such violations, provided that CUSTOMER's approval of all remedial actions will be first obtained in writing, which approvals will not be unreasonably withheld. RDS will at no time use, generate, release, store, treat, dispose of, or otherwise deposit in, on, under, or about Property, any material or substance which may be hazardous or toxic as determined from time to time by any governmental body or by CUSTOMER ("Hazardous Materials"), or permit or allow any third party to do so, without CUSTOMER's prior written consent, which may be granted or withheld in CUSTOMER's sole and absolute discretion. RDS' compliance with all applicable laws, codes and/or regulations will be at RDS' sole cost and expense. RDS will pay or reimburse CUSTOMER for any cost or expense incurred by CUSTOMER, respectively, including reasonable attorneys', engineers', and consultants' fees, to approve, consent to, or monitor the above requirements for compliance with applicable laws, codes and/or regulations, including, without limitation, above and below ground testing. Any and all chemical containers, vessels or other equipment brought onto Property by RDS will remain the property of RDS. Upon notification from CUSTOMER, RDS will cause such items to be removed from Property and properly disposed of, in accordance with applicable laws, codes and/or regulations, and at RDS' sole cost and expense. RDS to leave the area where the equipment and/or materials had been located in a neat, orderly, and broom-clean condition.
13. Miscellaneous. This Agreement has been negotiated and executed in Pennsylvania and shall be governed by and construed in accordance with the laws of Pennsylvania. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This Agreement may only be amended in writing executed by authorized representatives of all parties. This Agreement is the final written expression and the complete and exclusive statement of all of the agreements, conditions, promises, representations, and covenants between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions between and among the parties, their respective representatives, and any other person or entity, with respect to the subject matter hereof. Each individual executing this Agreement on behalf of any party represents and warrants that they are fully authorized to execute and deliver this Agreement on behalf of such party in accordance with its terms, and that this Agreement is not in violation or inconsistent with or contrary to the provisions of any agreement to which it is a party. The parties hereto acknowledge and represent that they have carefully read the terms of this Agreement and fully understand the meaning and effect of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY AND YEAR WRITTEN BELOW.

**RDS VENDING, LLC**

Name: Greg Arbiz  
Signature: [Signature]  
Title: V.P. of Business Development  
Date: 4/4/23

**ACADEMIA SUITES, LP**

Name: Brian Kroker  
Signature: [Signature]  
Title: Chief Operating Officer  
Date: 4.7.23

## Exhibit A - Financial Plan

<u>Product</u>	<u>Price</u>
Aquafina, Dasani, Water, 20 oz.	\$1.75
Bottled Soda, Brisk, Fuse Tea, 20 oz.	\$2.50
Gatorade, Snapple Teas	\$2.75
Life Water, Smart Water	\$3.00
Energy Drinks, 16 oz.	\$3.75
Bag Snacks (Regular – Large)	\$1.25 - \$1.75
Candy (Regular – King)	\$2.00 - \$2.25
Pastry, Cookies	\$2.00

Based on the pricing quoted above, we are pleased to offer Lindy Property Management Company a 15% quarterly commission return on net snack and beverage sales. Net sales are defined as gross sales less applicable sales taxes.



Machines will accept Credit, Debit and Apple & Android Pay with a .20 transaction fee.

## **Exhibit B:**

### **Insurance Requirements for Vendors and Contractors**

RDS shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by RDS, their agents, representatives, employees or subcontractors.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

##### **A. Worker's Compensation and Occupational Disease Insurance**

Workers Compensation Coverage: Statutory requirements of the state in which the services are to be rendered.

##### Employers Liability minimum limits.

Employers Liability – Per Accident Per Employee	\$1,000,000
Employers Liability Disease – Each Employee	\$1,000,000
Employers Liability Disease – Aggregate	\$1,000,000

Include Waiver of Right to Recover from Others Endorsement (WC 00 0310) where permitted by state law, naming Lindy Communities

##### **B. Commercial General Liability (Occurrence Form)**

##### Coverage must include the following perils and minimum limits:

Each Occurrence	\$1,000,000
General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Fire Damage	\$ 300,000
Medical Expense	\$ 5,000

1. The aggregate must be applicable on a per project basis.
2. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
3. Broad Form Property Damage
4. Additional Insured endorsement to the Vendor's/Contractor's insurance at least as broad as ISO form CG 20 10 04 13 and CG 20 37 04 13.
5. If Vendor/Contractor sublets to another, all or any portion of the work, those subcontractors must also comply with the minimum limits outlined in this Exhibit "C."



### **C. Commercial Automobile Liability Insurance**

Coverage must include the use of all Owned, Non-Owned, and Hired Vehicles. Minimum limits:

Bodily Injury and Property Damage	\$1,000,000
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### **D. Umbrella / Excess Liability Insurance**

Coverage must include the following minimum limits:

Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

**If RDS maintains higher limits than the minimums shown on the previous page and this page, CUSTOMER requires and shall be entitled to coverage for the higher limits maintained by RDS. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CUSTOMER**

#### ***Additional Insured Status***

CUSTOMER, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of services performed by or on behalf of RDS including materials, parts, or equipment furnished in connection with such services or operations. General liability coverage can be provided in the form of an endorsement to RDS' insurance at least as broad as ISO form CG 20 10 04 13 and CG 20 37 04 13.

#### ***Primary Coverage***

For any claims related to this contract, RDS' insurance coverage shall be primary insurance as respects CUSTOMER, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CUSTOMER, its officers, officials, employees, or volunteers shall be excess of RDS' insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to CUSTOMER.

RDS' insurance carrier to notify Lindy Communities of any policy cancellations. Notice of cancellation must be provided to CUSTOMER within 10 days for non-payment of premium and 30 days for any other reason.

#### ***Waiver of Subrogation***

RDS hereby grants to CUSTOMER a waiver of any right to subrogation which any insurer of RDS may acquire against CUSTOMER by virtue of the payment of any loss under such insurance. RDS agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CUSTOMER has received a waiver of subrogation endorsement from the insurer.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by CUSTOMER. CUSTOMER may require RDS to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating ([www.ambest.com](http://www.ambest.com)) of no less than A: VI, unless otherwise acceptable to CUSTOMER.

#### ***Verification of Coverage***

RDS shall furnish CUSTOMER with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit B. All certificates and endorsements are to be received and approved by CUSTOMER before service commences. Failure to provide the required documents prior to the service beginning is not construed as a waiver of the requirements to provide them.

In the event of any change in insurance coverage throughout the duration of the contract, RDS shall notify CUSTOMER contemporaneously with any such change and such change will be indicated in a revised certificate of Insurance to be delivered to CUSTOMER within five (5) days of the change(s).

CUSTOMER reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. CUSTOMER has the right to postpone the commencement if required proof of insurance is not provided.

***Off Site Property Exposure***

Where an Off Project Site Property exposure exists, RDS at its sole expense shall furnish to CUSTOMER Certificates of Insurance and other required documentation evidencing the minimum requirements of coverage. CUSTOMER is to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnitees named in the contract.

“All Risk” Property Insurance on all materials, equipment and supplies intended to become a permanent part of the equipment stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

***Special Risks or Circumstances***

CUSTOMER reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Subcontractors***

RDS shall require and verify that all Subcontractors and Subcontractors Personnel maintain insurance meeting all of the minimum requirements stated herein, and RDS and CUSTOMER, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Subcontractor’s CGL policy with respect to liability arising out of services or operations performed by or on behalf of RDS including materials, parts, or equipment furnished in connection with such services or operations. General liability coverage can be provided in the form of an endorsement to the Subcontractor’s insurance at least as broad as ISO Form CG 20 38 04 13.