TOP SHELF MARKET

SMART VENDING MARKETS — DENVER, CO

90-DAY TRIAL AGREEMENT

Vending Machine Location License

PARTIES TO THIS AGREEMENT

VENDOR (SERVICE PROVIDER)

Top Shelf Market

A division of Top Shelf Partners, LLC
Denver, Colorado

Sam Whetsel — Founder
843.224.4997
sam@thetopshelfpartners.com

LOCATION PARTNER (PROPERTY)

Property Name: ____________________

Address: ____________________

Contact Name: ____________________

Title: ____________

This 90-Day Trial Agreement ("Agreement") is entered into as of ____________, 2026, between Top Shelf Market ("Vendor") and the Location Partner identified above ("Location"). This Agreement sets forth the terms under which Vendor will install and operate vending equipment at Location's property, beginning with a 90-day trial period followed by automatic renewal in successive 90-day periods.

90

Day Trial — Then Auto-Renews Every 90 Days

The agreement begins with a 90-day trial. At the end of each 90-day period, it automatically renews for another 90 days unless either party provides written notice of termination at least 15 days before the period ends. No long-term lock-in. No penalties. Ever.

1. TRIAL PERIOD & RENEWAL

1.1 Initial Term. The trial period begins on the date of machine installation ("Start Date") and runs for ninety (90) calendar days.

1.2 Automatic Renewal. At the end of each 90-day period, this Agreement automatically renews for a successive 90-day period under the same terms. Renewal is continuous until either party provides written notice of termination per Section 7.

1.3 Notice to Terminate. Either party may prevent renewal by providing written notice at least fifteen (15) days before the end of any 90-day period.

1.4 No Obligation. There are no fees, penalties, or obligations for terminating at the end of any 90-day period.

2. EQUIPMENT & INSTALLATION

2.1 Equipment. Vendor will install one (1) or more smart vending machine(s) ("Equipment") at the Location. Equipment type, quantity, and placement will be mutually agreed upon prior to installation.

2.2 Installation. Vendor is responsible for all delivery, installation, and setup at no cost to Location. Installation is completed professionally with minimal property disruption.

2.3 Ownership. Equipment remains the sole property of Vendor at all times. Location shall not move, alter, or tamper with Equipment without prior written consent from Vendor.

2.4 Space & Power. Location agrees to provide a suitable, accessible space for Equipment including access to a standard electrical outlet (110V/15A) at no charge to Vendor.

3. VENDOR OBLIGATIONS

Vendor provides the following at absolutely no charge to Location for the full duration of this Agreement:

1. All Equipment installation, delivery, and initial setup
2. Full initial product inventory (first stock — on us)
3. All ongoing restocking and inventory management
4. All maintenance, repairs, and equipment servicing — forever
5. Equipment upgrades at Vendor's discretion
6. Monthly revenue statements and commission payments to Location
7. 24/7 remote equipment monitoring
8. Customer service for any product issues or machine malfunctions

4. LOCATION OBLIGATIONS

Location agrees to:

1. Provide a mutually agreed upon, accessible placement space for Equipment
2. Provide continuous access to standard electrical service for Equipment operation
3. Notify Vendor promptly of any Equipment damage, vandalism, or malfunction
4. Provide Vendor reasonable access to the property for restocking and service visits
5. Not permit competing vending machines of the same product category within the property without first providing Vendor a thirty (30) day right of first refusal to expand services

5. REVENUE SHARE

Gross Sales — Paid Monthly to Location

Location receives ____% of all gross vending sales generated by Equipment at the property. Vendor delivers a written monthly sales statement within 10 business days of each month end, with payment following within 5 business days. No minimums. Revenue begins from the first dollar sold.

5.1 Records. Vendor will maintain accurate sales records accessible to Location upon thirty (30) days written request.

6. TERMINATION

6.1 End of 90-Day Period. Either party may terminate by providing written notice at least fifteen (15) days before the end of any current 90-day period. No fees. No penalties.

6.2 Removal. Upon termination, Vendor will remove Equipment within five (5) business days at Vendor's sole expense. Location owes nothing.

6.3 Breach. Either party may terminate immediately upon written notice if the other materially breaches this Agreement and fails to cure such breach within fifteen (15) days of written notice.

7.2 Limitation of Liability. Vendor's total liability under this Agreement shall not exceed total revenue commissions paid to Location in the six (6) months preceding any claim.

7.3 Property Damage. Vendor is responsible for damage caused directly by Equipment or installation/removal activities. Location is responsible for damage caused by Location's staff, residents, or guests.

8. GENERAL PROVISIONS

8.1 Governing Law. This Agreement is governed by the laws of the State of Colorado.

8.2 Entire Agreement. This Agreement supersedes all prior discussions or understandings between the parties.

8.3 Amendments. Modifications must be in writing and signed by both parties.

8.4 Notices. All notices shall be delivered by email or certified mail to the contact information listed above.

SIGNATURES

By signing, both parties agree to the terms of this Agreement.

VENDOR	LOCATION PARTNER
Top Shelf Market	
Signature: ____________	Signature: ____________
PRINTED NAME: ____________	PRINTED NAME: ____________
TITLE: ____________	TITLE: ____________
DATE: ____________	DATE: ____________