

**VENDING AGREEMENT BETWEEN  
Tyler and Aubrey Kelly DBA OOeeVentures, LLC  
AND  
THE CONJEO RECREATION AND PARK DISTRICT**

This agreement is entered into this 1st<sup>st</sup> day of May, 2026, by and between Aubrey and Tyler Kelly ("contractors") DBA OOee Ventures LLC and Conejo Recreation and Park District ("District").

**RECITALS.** This Agreement is made with reference to the following facts and objectives:

WHEREAS, the District has determined that it would be advantageous to patrons and to the District for vending machines to be placed, maintained, operated, and serviced at certain District parks and facilities;

WHEREAS, the District agrees to grant Contractor the privilege of placing vending machines at specific, previously agreed upon District parks and facilities;

WHEREAS, the Contractor agrees to accept the responsibility of providing and servicing the machines;

WHEREAS, the Contractor agrees not to interfere with the daily operations of the park or facility;

NOW, THEREFORE, in consideration of the forgoing recitals, the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

**SPECIAL CONDITIONS**

1. **Purpose.** The Parties share mutual interest in providing vending machines at District parks and facilities.
2. **Placement.** The Contractor shall be granted permission to place as directed by the District, machines at the following sites:
  - (a) Conejo Community Center, 1175 Hendrix Ave., Thousand Oaks
  - (b) California Luthern University Community Pool, 100 Overton Ct., Thousand Oaks
  - (c) Thousand Oaks Community Center, 2525 N. Moorpark Rd., Thousand Oaks
  - (d) Borchard Community Center, 190 Reino Rd., Newbury Park
  - (e) Dos Vientos Community Center, 4801 Borchard Rd., Newbury Park
3. **Maintenance and Service of Machines.** All equipment placed at District parks by the Contractor shall be maintained and serviced by the Contractor on a regular basis. Maintenance shall include: maintaining the equipment in proper working condition and keeping the equipment clean, free of exterior damage caused by vandalism, graffiti, or any other cause. At each vending machine location, a sign shall be posted by the Contractor advising patrons of a telephone number that patrons may call to report problems with the machine. The Contractor shall respond to all legitimate patron concerns and complaints within 2 business days.

4. **Sale of Products.** At each location the specific products sold, the quantities of those products stocked in the vending machines, and the sizes of the individual products shall be established by the Contractor and the District based upon an agreed 50% per machine inventory being stocked with healthier choices items. Healthier items include but not limited to item such as; baked chips, whole grain pretzels, reduced fat popcorn, nuts/seeds, trail mix, Kashi bars. Drinks options to include, water, flavored waters, seltzers, iced teas, lemonades and 100% fruit juices. No glass containers of any kind or metal caps on plastic containers shall be used.
5. **Nature of Contractor's Rights:** At each location at which the District contracts for the operation of a snack bar, the Contractor shall permit the District to temporarily disconnect the Contractor's vending machines while the snack bar operator is selling similar items. Disconnecting of the Contractor's vending machines may also be used by non-profit organizations selling beverages and other items at events sponsored by them and held with the District's permission. At the conclusion of such events and at the conclusion of the operation of a snack bar, the Contractor's vending machines shall be reconnected.
6. **District Responsibilities.** The District's responsibilities regarding the operation and maintenance of the vending machines shall be to provide locations for said machines and to provide electricity for their operation. The District shall have no other responsibility for servicing, operating, maintaining, repairing or protecting the vending machines. Losses resulting from damage to or destruction of said vending machines shall be bore solely by the Contractor. In the event the Contractor's equipment at a given location is vandalized to such an extent that it is not economically feasible for the Contractor to maintain equipment at that site, the Contractor may remove its equipment and discontinue service at that site.
7. **Compensation to District.** The District shall receive from the Contractor a commission equal to fifteen percent (15%) of all gross sales made by the Contractor at District sites. Payment is due to the District main office on a quarterly basis and is to include an itemized statement of sales per location. On an annual basis, on or before the 31<sup>st</sup> day of December of each year, the District and the Contractor shall review the prices charged by the Contractor for products sale and the percentage of gross sales to be received by the district as consideration for permitting sale of products at its parks. If the parties determine that adjustments in the prices paid for products and the compensation to be paid to the District would be appropriate, changes shall be made as soon as this can be conveniently accomplished. The prices charged for products dispensed by the vending machines shall be generally consistent with prices charged by similar machines at other public locations in Ventura County.
8. **Nonliability for Loss-Insurance.** This agreement is made upon the express condition that the District shall be free from all liability and claim for damages by reason of any injury to persons or property resulting from or associated with the Contractor's operations and activities associated with or pursuant to this Agreement. The Contractor hereby assumes all risk of damage to persons and property resulting from its operations under this Agreement and the sale of products under this Agreement. The Contractor shall defend, indemnify and hold harmless the District from any and all claims, demands, causes of action, suits, damages, costs of action, counsel fees and all other costs and expenses, including costs of

investigation, arising out of or incurred in the defense of any claim, proceeding, or action brought for injury to persons or damage to property resulting from or associated with the operations of the Contractor and the sale of products by the Contractor under this Agreement. The Contractor shall further indemnify, defend and hold harmless the District from any and all orders, judgements, and decrees which may be entered in any such suits or actions. In order to protect the District from liability and loss in this regard, the Contractor shall secure, carry, and maintain at all times during the term of this Agreement, at its sole cost and expense, public liability and property damage insurance for the joint protection and indemnity of the District and the Contractor. Said insurance shall be not less than the principal amount of two million dollars (\$2,000,000) combined single limit as to injury to persons and damage to property. Evidence of required liability insurance shall be provided on a Certificate of Insurance form with a policy endorsement form naming the District as an additional insured. Said insurance shall not be cancelled without a minimum of thirty (30) days' notice to the District. All insurance of the Contractor carried pursuant to this Agreement shall be in a form acceptable to the District and shall be provided through insurance brokers and carriers acceptable to the District which acceptance shall not be unreasonably withheld.

9. **Term and Termination:** This Agreement shall remain in effect for a period of 1 year unless it has been terminated by mutual agreement of the parties or by the unilateral action of either party in electing to terminate this Agreement. Either party may terminate this Agreement by giving the other party a thirty (30) day written Notice of Termination advising the other party that it is terminating this Agreement thirty (30) days following the giving of such Notice. Within ten (10) days following the date on which this Agreement is terminated, whether by mutual agreement or by the giving of a Notice of Termination by either party, the Contractor shall remove all equipment from the District's property. Concurrent with the removal of its equipment, the Contractor shall restore District property used by the Contractor to its condition prior to such use, and if the Contractor fails or refuses to restore same, the District may, at its option, do so. In such event, all costs incurred by the District in restoring the property shall be paid by the Contractor upon demand. Specific repairs anticipated by the parties shall include, but not limited to; Restoration of walls to which equipment and protective coverings have been attached and repair of concrete floors and walkways to which equipment has been bolted, including damages to sidewalks, driveways, curbs and other structures caused by Contractor.
10. **Placement of Additional Machines or Removal of Machines:** In the event the District determines that the maintenance of a vending machine at a given location is no longer beneficial to the District, it may direct the Contractor to remove that vending machine or to relocate that vending machine to another location at that park or a different park. In such event, the Contractor shall remove that vending machine and comply within the District's directions, if any, for relocation within a period of thirty (30) days following the giving of such notice. If the Contractor determines that the maintenance of a vending machine at a given location on District property is no longer advantageous to the Contractor, the Contractor may request permission to remove that vending machine and terminate service at that location. The Contractor's request to remove the vending machine at a specific location shall be approved by the District within (30) days of notice unless the District determines that the continuation of service at that location is necessary for the comfort and convenience of patrons.

11. **Assignment:** This Agreement has been entered into by the District based upon careful consideration of the reputation and responsibility of the Contractor. Accordingly, this Agreement may not be transferred or assigned by the Contractor to any other individual or entity without the specific written approval of the District.

12. **Notices.** All Notices to be given under this Agreement shall be in writing and shall be effective either upon personal delivery, or upon being sent by registered mail or certified mail, return receipt requested, addressed to the party to whom such notice is given. Notice sent as above shall be deemed served forty-eight (48) hours after deposit in the United States Mail and issuance of a registered or certified mail receipt. Notice shall be given to the district at the following address:

Melissa Ruwhiu, Recreation & Community Services Manager  
Conejo Recreation & Park District  
403 West Hillcrest Drive  
Thousand Oaks, CA 91360

Notice shall be given to the Contractor at the following address:


Aubrey and Tyler Kelly DBA OOee Ventures LLC  
477 Canyon Vista  
Thousand Oaks, CA 91320

13. **Relationship of Parties.** The relationship of the Contractor to the District under this Agreement shall be that of an independent Contractor using District property for the operation of the Contractor's independent business. Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between the parties, and nothing in this Agreements shall be construed as creating a relationship of principal and agent. The Contractor shall have no right to obligate the District in any manner whatsoever. The Contractor is and shall be an independent business solely responsible for performance of the obligations assumed by the Contractor under this Agreement and solely responsible for the placement, operation, maintenance, repair, and servicing of its equipment at District sites.

IN WITNESS WHEREOF the District and the Contractor have executed this Agreement at Thousand Oaks, California on 23 day of April, 2026.

CONEJO RECREATION  
AND PARK DISTRICT

By:   
General Manager

Aubrey Kelly  
By: 

Tyler Kelly  
By: 