

Terms & Conditions

Effective Date: 12/21/25

These Terms & Conditions (“Terms”) govern the use of the Lemonade Stand Amenities website and the general operation of vending, refreshment, and self-service amenity solutions provided by Lemonade Stand Amenities LLC (“Vendor,” “we,” or “us”).

1. Scope of These Terms

These Terms apply generally to website visitors and to parties engaging with Vendor in a non-site-specific capacity.

Where Vendor enters into a written placement, hosting, or vending agreement for a specific property or location, the terms of that property-specific agreement shall govern in the event of any inconsistency with these Terms.

2. Definitions

- **“Vendor” means Lemonade Stand Amenities LLC and, where applicable, its parent or affiliated entities.**
- **“Property” means the owner, manager, or operator of a location where Vendor equipment may be installed.**
- **“Equipment” means all vending units, coolers, kiosks, technology, software, inventory, and accessories placed or operated by Vendor.**

3. Independent Contractor

Vendor operates as an independent contractor. Nothing in these Terms or related communications shall be deemed to create a partnership, joint venture, agency, or employment relationship.

4. Equipment Ownership and Control

All Equipment and inventory remain the sole property of Vendor. Vendor retains exclusive control over product selection, pricing, servicing, maintenance, and equipment removal or replacement.

5. No Sales or Revenue Guarantees

Vendor does not guarantee sales volume, revenue performance, product turnover, or utilization.

Performance may vary due to factors including foot traffic, occupancy, seasonality, operating hours, tenant mix, and external conditions. Placement decisions are evaluated on an ongoing basis and may be modified or discontinued at Vendor's discretion.

6. Right to Remove or Relocate Equipment

Vendor reserves the right to remove, relocate, replace, or discontinue Equipment at any time based on performance, site conditions, access limitations, or operational feasibility.

Unless expressly stated otherwise in a written placement agreement, such removal shall not constitute a breach.

7. Utilities, Connectivity, and Access

Equipment may require standard electrical service and network connectivity to operate, monitor inventory, process cashless transactions, and transmit system data.

Unless otherwise agreed in writing:

- **Property shall provide electrical service (standard 115V/120V, 60Hz) at no cost to Vendor.**
- **Network connectivity may be provided via Property-supplied Wi-Fi, Ethernet, or Vendor-provided cellular service, at Vendor's discretion based on site conditions and equipment requirements.**

Vendor does not guarantee uninterrupted network availability, transaction processing, or data transmission. Connectivity may be affected by building infrastructure, signal strength, service providers, outages, or other factors outside Vendor's control.

Vendor requires reasonable access to Equipment for installation, servicing, replenishment, and removal.

Temporary connectivity interruptions shall not constitute a service failure, breach, or default.

8. Risk Allocation

Vendor is responsible for its Equipment and inventory. Property owners are not responsible for theft, vandalism, outages, environmental conditions, or third-party acts affecting Equipment performance.

Vendor is not responsible for business interruption, loss of use, or indirect or consequential damages experienced by a Property.

9. Insurance

Vendor maintains commercially reasonable insurance coverage consistent with industry standards. Property-specific insurance requirements, if any, are governed by written placement agreements.

10. Indemnification

Each party is responsible for claims arising from its own negligence or misconduct. Neither party shall be liable for incidental, special, or consequential damages.

11. Website Content Disclaimer

Website content is provided for general informational purposes only and does not constitute a binding offer, guarantee, or commitment. Specific obligations are established only through written agreements executed by authorized representatives.

12. Governing Law

These Terms shall be governed by the laws of the State of Ohio.

13. Modifications

Vendor may update these Terms from time to time. Continued use of the website constitutes acceptance of the current version.

14. Contact

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