

**Agreement Between  
The University of New Orleans  
and  
BlackBarbieBundles, LLC  
for  
Cosmetic Vending Services**

The University of New Orleans (“University”) desires cosmetic vending services on campus. The University agrees to provide space for a cosmetic vending machine (“Machine”) to BlackBarbieBundles, LLC (“BBB”) in the following locations for the financial considerations listed below:

Location:

Pontchartrain Hall North Patio

University Commission – Ten Percent (10%) of the Net Revenue generated by the Machine

1. **TERM.** This agreement between the University and BBB shall be for 12 months commencing on January 1, 2023 and ending on December 31, 2023.

2. **COMMISSION.** Commission payments shall be paid to the University each calendar month starting with the first full month after the Machine has been in operation. “Net Revenue” means all amounts actually received for the sale of products after deductions for refunds, product returns, unauthorized charges, and taxes of any kind. Payments will be made monthly, on a consolidated basis, within thirty days, along with a report of the Net Revenue per machine.

3. **RESPONSIBILITIES and DUTIES.** BBB or its designee will service and maintain the Machine, including, without limitation, loading of the Machine with product and the making of any necessary repairs, replacement and/or adjustments to the Machine. BBB agrees to have sufficiently trained person(s) reasonably available to accomplish such servicing and maintenance. All internal access to the Machine will be controlled by BBB.

Ownership or leasing of the Machine, required Machine repair expense, and risk of loss shall remain with BBB.

Electrical service for the Machine, as is reasonable and available to the University, shall be provided by the University. Although University bears the cost of providing the electricity, BBB bears the risk of testing each circuit, and all risk associated with improperly connecting circuit(s) to the Machine. The University shall not guarantee an uninterrupted supply of electricity, air conditioning or heat, except that it shall be diligent in attempting to restore service following any interruption. The University shall not be liable for failures of any such utility services. Telephone and/or wireless service and installation including computer connection circuits are at the expense of BBB.

BBB shall work to keep the Machine attractive and clean and the University will work to keep the Machine location attractive and clean.

BBB shall repair, at its cost, any damage to the University’s property as a result of the installation or removal of the Machine. Any repairs made shall be to the satisfaction of the University.

Representatives of BBB shall meet regularly with the designated University representative to review operations and will cooperate at all times to maintain maximum efficiency and public relations with students, faculty and staff.

This agreement or any portion thereof, or any interest therein, shall not be assigned, transferred, conveyed, sublet or disposed of without receiving prior written consent of the University. All agreements and stipulations herein contained and all obligations assumed in this agreement shall be binding upon the heirs, successor and assigns of the parties thereto.

BBB must provide the University with the name, mailing address, email address, phone number and fax number of the person(s) to whom legal authorization has been given to negotiate agreement terms with the University and legally bind the proposing entity by signature of a written agreement with the University.

BBB shall obtain and maintain as current at its own expense all licenses, permits and other approvals required by federal, State of Louisiana and local governments and to make available to the University personnel appropriate documentation when so requested by the University. BBB will comply with all federal, State of Louisiana, and local laws appertaining to its business conducted under this agreement and will conform to the University's business policies and practices.

BBB shall be and remain fully compliant with Equal Employment Opportunity and Affirmative Action law and policy and all laws which prohibit discrimination because of race, color, national origin, religion, sex, age, disability or veteran status, including the Civil Rights Act of 1964, The Age Discrimination in Employment Act of 1967, The Civil Rights Act of 1968, The Education Amendment Act of 1972, The Rehabilitation Act of 1973, The Federal Energy Administration Act of 1974; The Energy Reorganization Act of 1974, The Vietnam Era Veteran' Readjustment Act of 1974, The Energy Conservation and Production Act of 1976, The Americans With Disabilities Act of 1990 and Executive Order 11246, as amended.

4. INSURANCE. University shall obtain and maintain fire and extended coverage insurance on location and such insurance shall be for the sole benefit of University. All proceeds, payments, and rights to proceeds and payments made by an insurer pursuant to said policies are payable only to University and Lessee shall not be a beneficiary of said policies. Any insurance payments or proceeds shall be used to repair and restore, to the extent possible, the location to its pre-damage condition; however, University shall not be obligated to make repairs to the extent that the cost of such repairs exceeds the amount of the insurance payments or proceeds actually received. Should the University decide not to make repairs due to the costs exceeding the amount of insurance payments or proceeds actually received, the lease shall be terminated.

BBB shall, at their own cost and expense, obtain and maintain such other insurance as it deems desirable on the Machine. BBB shall, at all times during the term of this lease, at their own cost and expense, fully protect themselves and University against loss or liability by carrying Workers' Compensation and public liability insurance with responsible insurance companies authorized to do business in Louisiana,

insuring against all hazards and risks to which they may be subjected in connection with their operations at the University. The University shall be named as an additional insured. Without limiting the generality of the foregoing:

- a) BBB shall carry an Employer's Liability and Workers' Compensation Liability Insurance policy for full coverage and protection against liability to employees.
- b) BBB shall secure and keep in force, during the performance of the operations at the University, such public liability and property damage insurance as shall protect them and the University from any and all claims for personal injury, including death, as well as claims for property damage, which may arise from BBB's operations at the University. The amount of such public liability insurance shall not be less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for injuries, including death, to any one person, and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) as the result of any one accident. General liability insurance for property damage shall be in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for any one accident.

Prior to or subsequent to the commencement of this agreement, BBB, upon demand by University, shall furnish certificates of all insurance policies required in connection with this agreement as aforesaid, which policies shall be issued to BBB and/or University, as their interests may appear, together with certificates certifying to University that all said insurance is in force and that said insurance will not be canceled or otherwise changed or modified during the term of this agreement without notifying University in writing at least thirty (30) days in advance of such cancellation.

Should BBB's insurance be cancelled for any reason, University has the non-exclusive option, but not the obligation, of obtaining insurance coverage for the benefit of BBB, the cost of which BBB must pay and reimburse University promptly upon demand as additional rent.

5. INDEMNIFICATION. BBB shall agree, at its sole costs and expense during the term of the Agreement, to indemnify, defend and hold harmless the Board of Supervisors of the University and the University's board members, officers, agents and employees (herein, "University Indemnities") against and from any and all claims or demands by or on behalf of any person, firm, corporation or governmental authority, arising out of, attributable to, or in connection with the use, occupation, possession, conduct or management of the operations in or about the University, or transactions of BBB concerning the services performed and rendered hereunder, including, but without limitation, any and all claims for injury or death to persons or damage to University property. BBB also covenants and agrees, at its sole costs and expense, to hold harmless University Indemnities from and against all judgments, costs, counsel fees, expenses and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action is brought against the University or against any of University Indemnities, by reason of any such claim, BBB upon notice from the University will resist and defend such action or proceeding by qualified counsel.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this Agreement.

6. TERMINATION. The University may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with BBB an effective date.

Signed Joanne N. Terranova Date 12/16/22  
Joanne N. Terranova  
Interim Vice President, Business Affairs and CFO

Signed \_\_\_\_\_ Date \_\_\_\_\_  
BBB Representative