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**THIS AGREEMENT** made and entered into by and between the **CITY OF ATLANTIC CITY**, a municipal corporation of the State of New Jersey, herein referred to as "**CITY**" located at 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401, and **GLOBE VENDING, INC.** located at 111 E Parkway Drive, Egg Harbor Township, NJ 08234, hereinafter referred to as the "**CONTRACTOR**", pursuant to Resolution No. 896 adopted by City Council on December 17, 2025, a copy of which is attached hereto and made a part hereof.

**WHEREAS**, the City is in need of snack and beverage vending machine concessions for City Hall and the Public Safety Building; and

**WHEREAS**, the Contractor is ready, willing and able to undertake such services and provide the City with snack and beverage vending machines at City Hall and the Public Safety Building; and

**WHEREAS**, the City believes the Contractor to be well able to undertake and perform such services for the City and desires to contract with Contractor for the performance of such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the parties hereto agree as follows:

#### **SECTION ONE SCOPE OF SERVICES**

The work to be performed under this Agreement is as follows: **PROVIDE SNACK AND BEVERAGE VENDING MACHINES AT CITY HALL AND THE PUBLIC SAFETY BUILDING** as set forth in the specifications, addendums and instructions to bidders and in the proposal submitted by Contractor attached hereto, incorporated herein and made a part hereof. If any of the terms and conditions of this Agreement and the specifications and instructions conflict with the Contractor's proposal, then the terms and conditions of this Agreement including the specifications and instructions shall control.

#### **SECTION TWO CONTRACT PRICE**

Contractor shall pay to the City, and the City agrees to accept as full and complete compensation for the services performed herein, **20% of Net Sales (as defined in Contractor's proposal) which shall be paid to the City during the first ten (10) days of each month during the Term (as defined**

herein).

Contractor shall maintain accurate records of all sales and shall provide a fully itemized report to the City each month.

### **SECTION THREE CONTRACT PERIOD**

The term of the Agreement shall be for a THREE (3) YEAR period beginning January 1, 2026 and ending December 31, 2028, with an option to extend for TWO (2) additional ONE (1) YEAR extensions, at the sole discretion of the City (the "Term"). The Contractor shall submit a written request to the City Purchasing Department to exercise the option to extend the Agreement for each respective one-year extension within sixty (60) days of the end date of that year's Term.

### **SECTION FOUR STATUS OF CONTRACTOR**

It is expressly understood and agreed by and between the parties hereto that the status of the Contractor and its employees, officers, and agents shall be that of independent contractors. It is not intended, nor shall it be construed, that the Contractor or any of its employees, officers and agents is an employee or officer of the City for any purpose whatsoever.

### **SECTION FIVE TERMINATION, CANCELLATION, EXPIRATION**

Either party shall have the right to terminate this Agreement after giving thirty (30) days written notice of termination to the other party.

### **SECTION SIX ASSIGNMENT**

Contractor cannot assign its rights or obligations under this Agreement without the prior written consent of the City.

### **SECTION SEVEN CONFLICT OF INTEREST**

The Contractor covenants that it presently has no interest and shall not acquire any interest,

directly or indirectly, which would conflict in any manner or degree with the performance of the within Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall knowingly be employed by the Contractor or its subcontractors.

**SECTION EIGHT  
EFFECT OF ILLEGALITY**

If any provision of this Agreement is determined to be illegal or against public policy or to violate any provisions of law or code by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

**SECTION NINE  
FULL AGREEMENT**

This Agreement constitutes the entire agreement between the parties and any prior understandings or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

**SECTION TEN  
CHOICE OF LAW**

This Agreement shall be governed and construed in accordance with the law of the State of New Jersey and the ordinances of the City of Atlantic City. All actions, whether sounding in contract or tort, relating to the validity, construction, interpretation or enforcement of this Agreement shall be instituted in the courts of New Jersey and in the County of Atlantic and in no other.

**SECTION ELEVEN  
INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the CITY from and against any claim (including any claim brought by employees of Contractor), liability, damage or expense (including attorneys' fees) that City may incur relating to, arising out of or existing by reason of (i) Contractor's performance of this Agreement or the conditions created thereby (including use, misuse or failure of any equipment used by Contractor or its subcontractors, servants or employees) or (ii) Contractor's breach of this Agreement or the inadequate or improper performance of this Agreement by Contractor or its subcontractors, servants or employees.

**SECTION TWELVE  
INSURANCE**

Before commencing work, and as a condition precedent for payment, the Contractor shall purchase and maintain insurance, in conformance with the provisions contained in this Agreement. This insurance will provide a defense and indemnify the City against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Contractor's operations under this Agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Contractor, any of its Contractors, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the City, unless, caused by the sole negligence of the City.

Proof of this insurance shall be provided to the City before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of work, be deemed a waiver by the City of the Contractor's insurance obligations set forth herein.

In the event that the insurance company (ies) issuing the policy (ies) required by this section deny coverage to the City, the Contractor will defend and indemnify the City at the Contractor's expense.

The Contractor shall obtain the required insurance with the carrier rated A-VII or better by A. M. Best.

The Contractor shall maintain at least the limits of liability as set forth below:

***Commercial General Liability Insurance***

\$1,000,000.00 Each Occurrence (Bodily Injury and Property Damage)  
\$2,000,000.00 General Aggregate  
\$2,000,000.00 Products/Completed Operations Aggregate  
\$1,000,000.00 Personal and Advertising Injury

Contractual liability that will respond to Indemnification, shall be included in the policy. The General Aggregate Limit shall apply separately to the work as defined in Scope of Services. As an alternative,

the Contractor may provide Commercial general Liability Insurance with no aggregate. All subcontractors must also maintain all of the following insurances

***Comprehensive Automobile Liability Insurance***

\$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage. Coverage must include all owned, non-owned and hired vehicles used by the Contractor.

***Workers' Compensation and Employers' Liability Insurance***

\$500,000.00 Each Accident  
\$500,000.00 Each Employee for Injury by Disease  
\$500,000.00 Aggregate for Injury by Disease

If the Contractor is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included". This requirement does not apply if inclusion is not allowed by law.

***Property Insurance***

Contractor shall insure their equipment and contents equal to their 100% Replacement Cost. Business Income insurance will be included for a limit equal to one (1) year income. In lieu of the requirements in this paragraph, the Contractor may sign a waiver of liability in favor of the City for all losses incurred to their equipment and/or contents including the loss of income

***Additional Insured Status and Certificate of Insurance***

The City, along with their respective elected or appointed officials, officers, agents and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on the Contractor's Commercial general Liability Policy which must be primary and noncontributory with respect to the Additional Insureds. If the Licensee's policy or any subcontractor policy limits are greater than the minimum limits noted above, the minimum limits required are automatically adjusted to those greater limits.

It is expressly understood by the parties to this Agreement that it is the intent of the parties that any insurance obtained by the City is deemed excess, noncontributory and not co-primary in relation to the coverage (s) procured by the Contractor, any of its Contractor's, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of

the aforementioned may be liable by operations of statute, government regulation or applicable case law.

A Waiver of Subrogation clause shall be added to the General Liability and Automobile policies in favor of the City, and this clause shall apply to the City's elected or appointed officials, officers, agents and employees. It should also apply to the Contractor's Worker's Compensation policy if allowed by state law.

Prior to commencement of work, Contractor shall submit a Certificate of Insurance in favor of the City and as an Additional Insured Endorsement (in a form acceptable to the City) as required hereunder.

#### No Limitation on Liability

In any and all claims against the Additional Insureds by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the Contractor under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

#### Failure to Obtain/Maintain, Cancellation and Renewal

The Contractor shall maintain in effect all insurance coverages required under this Agreement at the Contractor's sole expense and with insurance companies acceptable to the City. In the event the Contractor fails to obtain or maintain any insurance coverage required under this Agreement, the City may, at its sole discretion, purchase such coverage as desired for the City's benefit and charge the expense to the Contractor, or, in the alternative, terminate this Agreement. In the event the coverage is cancelled or non-renewed, the Contractor will provide 21 days advance notice of the cancellation or non-renewal.

### **SECTION THIRTEEN PREFERENCE DOMESTIC PRODUCTS**

It is understood by and between the parties hereto that only manufactured products of the United States, wherever available, shall be used in connection with this Agreement, pursuant to R.S. 40A:11-18.

**SECTION FOURTEEN  
WAIVER AND RENUNCIATION**

No waiver or renunciation by either party to this Agreement with respect to any breach or default or of any right or remedy consequent thereon shall be deemed to constitute a continuing waiver or renunciation or a waiver or renunciation of any other breach or default or any other right or remedy consequent thereon unless such waiver or renunciation be expressed in writing, signed by the party making such waiver or renunciation and specifying the nature and extent of such waiver or renunciation.

**SECTION FIFTEEN  
BINDING**

This Agreement shall be binding upon the heirs, assigns, and/or successors in right, title or interest of the parties to the Agreement.

**SECTION SIXTEEN  
CAPTIONS**

All captions in this Agreement are for convenience only. They should not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

**SECTION SEVENTEEN  
MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

Further, the City will not accept invoices representing time and expenses that were performed or incurred outside or beyond the contract end date.

Any work not specifically authorized may be rejected for payment at the discretion of the City.

**SECTION EIGHTEEN  
POLITICAL CONTRIBUTION DISCLOSURE**

This Agreement has been awarded to **GLOBE VENDING, INC.** based on the merits and abilities of **GLOBE VENDING, INC.** to provide the goods or services as described herein. This

~~Agreement was awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20,4 et seq.~~

Nevertheless, the undersigned does hereby attest that **GLOBE VENDING, INC.** their subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of the Agreement that would affect its ability to perform under the Agreement.

**IN WITNESS WHEREOF**, the City has caused the Seal of the City of Atlantic City to be hereto affixed and this Agreement to be signed by the Mayor and attested by the City Clerk thereof, and Consultant has caused this Agreement to be executed by its President and attested by its Secretary and its corporate seal to be hereto affixed the day and year first below written.

ATTEST:

**CITY OF ATLANTIC CITY**

By: Paula Geletei  
Paula Geletei, City Clerk

By: Marty Small, Sr.  
Marty Small, Sr., Mayor

Date: 2/11/26

Witness:

**GLOBE VENDING, INC.**

By: Maryann Rigler  
Maryann Rigler  
Date: 2/9/26

By: David Kleinschrodt  
David Kleinschrodt, President

The within Agreement is approved as to form and execution.

Date: 2/11/26

By: Peter T. Sallata  
Peter T. Sallata, Esq.  
Assistant City Solicitor

STATE OF New Jersey )  
 ) ss.  
COUNTY OF Atlantic )

I CERTIFY that on February 4<sup>th</sup>, 2026,  
David Kleinschmitt, the Secretary or Assistant Secretary of the  
Corporation, personally came before me, and this person acknowledged under  
oath, to my satisfaction, that:

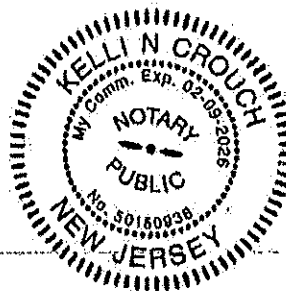
- (a) this person is the secretary or assistant secretary of  
Globe Vending Co,  
(the corporation named in this document);
- (b) this person is the attesting witness to the signing of this document by  
the proper corporate officer of the corporation;
- (c) this document was signed and delivered by the corporation as its  
voluntary act duly authorized by a proper resolution of its Board of  
Directors and;
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

[Signature]  
Secretary or Asst. Secretary

February 4, 2026

Kelli Crouch



**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C 17:27**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex; and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable law and applicable Federal court decisions.

In conforming with the applicable targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

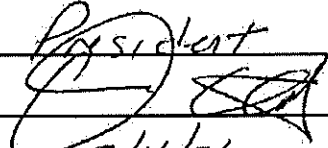
The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Company Name: Globe Vending Co.  
Name: David Kleinschmitt  
Title: President  
Signature:   
Date: 2/14/26



Atlantic City Public Safety and City Hall  
Vending Proposal

Type Machine	Location	Vend Price	Proposed Commission
Snack (2)	City Hall Public Safety	1.25-2.00	20%
Beverage 20 oz (2)	City Hall Public Safety	2.25	20%

(1) Commissions are calculated as follows:

Net sales x commission rate

Net sales = Gross sales, less sales tax, less cashless fees

(2) Commissions are paid monthly.

# Resolution of the City of Atlantic City

**No. 896**

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Chief Financial Officer/s/ Adetoro Aboderin

Prepared by City Solicitor's Office

Council Members MARSHALL, RANDOLPH, SHABAZZ & BAILEY present the following Resolution:

**RESOLUTION AUTHORIZING CITY TO ENTER INTO CONCESSION AGREEMENT WITH GLOBE VENDING, INC. TO PLACE SNACK/BEVERAGE VENDING MACHINES IN CITY HALL AND THE PUBLIC SAFETY BUILDING**

**WHEREAS**, the City of Atlantic City wishes to have snacks and beverages available to staff and visitors in City Hall and the Public Safety Building; and

**WHEREAS**, the City of Atlantic City has advertised for and received zero proposals two (2) times under a fair and open process to place vending machines in City Hall and the Public Safety Building and is now free to negotiate directly with a vendor; and

**WHEREAS**, **GLOBE VENDING, INC.** has completed and submitted a Business Entity Disclosure Certification which certifies that **GLOBE VENDING, INC.**, has not made any reportable contributions to a candidate or political committee in the City of Atlantic City that will prohibit **GLOBE VENDING, INC.** from contracting with the City of Atlantic City; and

**NOW THEREFORE BE IT RESOLVED** by City Council that the Mayor is hereby authorized to execute and the City Clerk to attest an Agreement with **GLOBE VENDING, INC.** for the placement of vending machines in City Hall and the Public Safety Building for three (3) years from **JANUARY 1, 2026**, through **DECEMBER 31, 2028** with two (2) additional one-year options to extend, for the cost of **TWENTY PERCENT (20%) COMMISSION PAID MONTHLY** to the City.

December 22, 2025 11:42 AM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
BAILEY	X					X	LACCA	X					
CROUCH	X					X	MARSHALL	X					
DUNSTON	X						SHABAZZ	X					
KURTZ	X				X		TIBBITT	X					
RANDOLPH, PRESIDENT								X					
X-Indicates Vote    NV-Not Voting    AB-Absent    MOT-Motion    SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: DECEMBER 17, 2025

*Paula Geletel*

/s/ Paula Geletel, City Clerk