

**REST AREA PUBLICATION VENDING MACHINE
LICENSING AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Association of Sheltered Workshop Managers, Inc., a Missouri general not-for-profit corporation (hereinafter, "Association") and _____, a _____ corporation (hereinafter, "Publication Company").

WITNESSETH:

WHEREAS, the Missouri Highways and Transportation Commission (hereinafter, "Commission") has granted the Association a license to authorize publication publishing companies to use certain space at highway rest areas throughout Missouri for the purpose of placing publication vending publications for sale to the traveling public, and

WHEREAS, the Commission has imposed certain restrictions and limitations in its grant of this license which apply to either the Association, the Publication Company, or both of them, and

WHEREAS, the Publication Company desires to distribute publications to the traveling public at interstate highway rest areas throughout Missouri, subject to reasonable time, place and manner restrictions,

NOW THEREFORE, in consideration of the mutual covenants in this Agreement to be faithfully kept and performed by each party, it is agreed as follows:

(1) COMMISSION TO APPROVE AGREEMENT: This Agreement, and any amendment or modification of it, is subject to the approval of the Commission, which approval shall not be withheld unreasonably. The parties state and affirm that this written document comprises their entire Agreement concerning the placement of publication vending publications at highway rest areas in Missouri.

(2) GRANT OF A NON-EXCLUSIVE LICENSE: At each of the rest areas described in EXHIBIT A which is attached hereto, the Association grants the Publication Company a non-exclusive license to use certain space for the purpose of placing publication vending publications for the sale of publications to the traveling public. The Association reserves the right to grant a similar, non-exclusive license to other publication publishing companies to place their publications at any or all of these same rest areas. The Publication Company shall not place publication vending machines at the rest areas described in EXHIBIT A as the machines are provided. The coin mechanism will be the responsibility of the publication vendor.

(3) PUBLICATIONS TO BE VENDED: This Agreement, and the authorization to vend certain publications published by the Publication Company at the rest areas

described in EXHIBIT A, applies only to the following publication(s):

Other publications may be added, or some of the above deleted, at later date by written amendment of this Agreement.

(4) "PUBLICATION" DEFINED: A "publication" is defined in 7 CSR 10-16.020.

(5) LOCATION AND INSTALLATION OF VENDING MACHINES: The Commission, through its chief engineer or his designate, shall install all publication vending machines at rest areas.

(6) OPERATION OF PUBLICATION VENDING MACHINES COIN MECHANISM: Each publication vending machine coin mechanism shall be supplied, attached, secured, maintained, repaired, operated and cleaned as needed by the Publication Company or its agent using it. The Publication Company shall identify the person and place to call in the event of any operating difficulties or omissions in required maintenance. The Publication Company or its agent shall regularly inspect its publication vending machines coin mechanism, and shall promptly clean and repair them if necessary.

(7) SUPPLY OF PUBLICATIONS: The Publication Company will restock its publication vending publication(s) at each rest area with current publications on the same schedule as the publication is published, weekend or special editions excluded, but in any event no less than monthly, except for holidays.

(8) LITTER CONTROL: The Publication Company or its agent is responsible for policing the rest areas where its publication vending publications are located, at least as frequently as those machines are restocked, for the purpose of picking up and removing at its own cost and expense that litter consisting of any portion of those publications which it vends, which litter not in approved trash containers at those rest areas.

(9) LIABILITY FOR LOSS, THEFT, DAMAGES OR INJURY: The Publication Company shall bear full and complete responsibility for the theft of or damage to its publication vending coin mechanism and publications, or any of their contents, and neither the Commission nor the Association shall be liable therefore. The Publication Company shall hold harmless and defend the Commission and its employees, agents and representatives, and the Association and its employees, agents and representatives, from any alleged personal injury, property damage or wrongful death liability or cause of action resulting from the presence, operation, use or misuse of its publication vending machines at any rest area, except to the extent that the alleged personal injury, property damage or wrongful death was caused by the negligence or intentional conduct or omission of the Commission, its employees, agents or representatives, or the Association, its employees, agents or representatives.

(10) REMOVAL OF PUBLICATION VENDING PUBLICATIONS: The Commission or the Association may require the Publication Company to remove any publication vending publication from any rest area, for any one or more of the following reasons:

- (A) Termination of the master licensing Agreement between the Commission and the Association;
- (B) Termination of this Agreement;
- (C) Notification that the Bureau of the Blind or other lawful agency has elected to exercise its right to sell or vend publications at rest areas, or to otherwise exercise the statutory priority given it over vending facilities on state property;
- (D) Determination by the Commission or Association that the publication vending company or its agent is in breach of any of the terms of this Agreement;
- (E) Determination by the Commission or Association that an individual publication is generating an excessive number of consumer complaints; or
- (F) Determination by the Commission or Association, or any state or federal court or agency having jurisdiction, that this Agreement or any part of it, or any part of the master licensing Agreement between the Commission and the Association, is unlawful, void, or made in excess of the Publication Company's, Association's, or Commission's authority.

Pursuant to the terms of the master licensing Agreement between the Commission and the Association, the Association is not liable for any action to remove one or more publication vending publication taken by it at the direction of the Commission. Unless circumstances warrant more immediate action, the Publication Company shall be given at least fifteen (15) days by the Commission or Association to remove the publication vending publication(s) in question.

(11) AGREEMENT: This Agreement, and any amendments or modifications of it, shall be executed in triplicate. The Association shall provide the Commission with a copy of this Agreement when executed, and any later amendments or modifications of it. All Agreements between the Association and this Publication Company or its agent shall be in writing, and shall be subject to the approval of the Commission.

(12) ADMINISTRATIVE FEE: In consideration for entering into this Agreement, and to cover any additional administrative or maintenance costs the Association may encounter at rest areas due to the placement of the publication

vending publications subject to this Agreement, the Association shall collect from the Publication Company, and the Publication Company shall pay to the Association, an administrative fee in the amount of **\$12.00 per bin to be paid by check** to vend its publications at rest areas. The Commission shall not receive any of this fee and shall not approve the amount of the fee. The fee shall be paid to the Association at the address specified in the "NOTICES" provision of this Agreement. Failure to pay the full fee owing when it becomes due shall be grounds for termination of the license granted this Publication Company by the Association, and removal of its publication(s). The Association reserves the right to request reasonable supporting documentation from the Publication Company to verify the accuracy of the amount of the administrative fee paid. The Publication Company's obligation to pay all amounts due the Association under this Agreement shall survive expiration or termination of this Agreement for any reason.

(13) VENUE SELECTED, MISSOURI LAW TO GOVERN IN ACTIONS BY OR AGAINST THE ASSOCIATION OR COMMISSION: Any action filed by or against the Association or the Commission concerning this Agreement, the master licensing Agreement, or actions taken pursuant thereto, shall be filed in the Circuit Court of Cole County, Missouri, and all parties hereto consent to the selection of that forum. This Agreement shall be construed according to the laws of the state of Missouri, and the United States Constitution.

(14) NOTICES: Any notice to be given hereunder shall be in writing and shall be deemed given when delivered to a receipted courier for overnight or next business day delivery, or sent by facsimile transmission (if available) or registered or certified mail, return receipt requested, with postage prepaid. Any other notice shall be deemed given when actually received in writing by the responsible representative of the party to be notified. Notices shall be addressed or transmitted as set forth below, unless some other address has been substituted by written notice to the other party:

Notice to the Association:

Missouri Association of Sheltered Workshop Managers, Inc.
c/o S & J Management Group Inc.
722 East Capitol Avenue
Jefferson City, Missouri 65101
Phone: (573) 634-2914 Fax: (573) 635-7823

Notice to the Publication Company (*please complete*):

Company Name: _____
Attention: _____
Address: _____
City/State/Zip: _____
Phone: _____ Fax: _____
Email: _____

Notice to the Commission:
Secretary

Missouri Highways and Transportation Commission
105 W. Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102
Fax: (314) 751-6555

Each party shall notify the other in writing within thirty (30) days of the effective date of its change of address. The Publication Company shall also notify the Commission in writing within thirty (30) days of any change of its address.

(15) ASSIGNMENT PERMITTED BY THE PUBLICATION COMPANY: This Agreement may not be assigned by the Association to any other party. However, the Association may make whatever written Agreements it deems necessary to implement this Agreement with individual Sheltered Workshop corporations throughout Missouri, as long as they are not inconsistent with any provision of this Agreement. The Publication Company may assign this Agreement to any parent, affiliate or subsidiary corporation, company or division, provided it gives written notice of that assignment to both the Association and the Commission within ten (10) days after the date of the assignment. Except as expressly permitted by the above provisions of this paragraph, this Agreement shall not be assigned by either party without the prior written consent of the other and the Commission.

(16) AMENDMENT OF AGREEMENT: This Agreement shall not be modified or amended, except by a writing signed by the authorized representatives of both parties and approved after its execution by the Commission.

(17) FORCE MAJEURE: Neither party to this Agreement shall be liable for any delay in the performance of its obligations under this Agreement when such delay is directly or indirectly caused by events beyond such party's reasonable control.

(18) NO WAIVER OF CONSTITUTIONAL RIGHTS: The Publication Company, by its execution of this Agreement, does not waive its right to challenge any enforcement or interpretation of this Agreement by the Association or the Commission that it believes results in and unconstitutional infringement of its right to distribute publications.

(19) CONSTRUCTION: Nothing in this Agreement shall be construed or interpreted to suggest or result in a determination that the Commission is operating a commercial activity in its rest areas.

(20) TERM: This Agreement shall become effective upon execution by both parties, and shall extend for a period of one year unless sooner terminated as provided herein. Thereafter, this Agreement will renew automatically for additional one year terms unless either party gives notice to the other of its intent not to renew this Agreement.

(21) TERMINATION: This Agreement may be terminated at any time by either party upon at least thirty (30) days advance notice to the others. This Agreement and all related or subsidiary Agreements shall also be terminated automatically upon a determination of a court or agency of competent jurisdiction that it or any integral provision of it, or the master licensing Agreement between the Commission and the Association or any integral provision of it, is unlawful, void or beyond the authority of either party to enter into; or upon the election of the Bureau of the Blind to assume the operation or control of such publication vending or sales activities at the subject rest areas. Termination of the master licensing Agreement between the Commission and the Association shall also terminate this Agreement. The Association shall notify the Publication Company not later than fifteen (15) days prior to the effective termination date if the master licensing Agreement between the Commission and the Association is terminated, giving the date of termination, and notifying the Publication Company that all of its publication vending machines must be removed from all the rest areas described in EXHIBIT A no later than that date, except for good cause shown.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below.

Executed by Association the ____ day of _____. 20____.

Executed by the Publication Company the ____ day of _____, 20__.

MISSOURI ASSOCIATION OF
SHELTERED WORKSHOP MANAGERS,
INC.

(THE PUBLICATION COMPANY)

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Title _____

Title _____

Approved as to form:

Approved as to form:

Title _____

Title _____

TOTAL AMOUNT ENCLOSED: \$ _____