



Smart Vending Markets

A New Modern Amenity for Everyone

By: NxtLevelVENN, LLC

Panama City Beach, Florida

www.NxtLevelVENN.com

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Proposal Overview

A New Modern Amenity

NxtLevelVENN offers AI-powered micro markets that enhance guest, resident, and staff experiences on property! Our smart vending solutions offer 24/7 access to everyday essentials with a modern experience that feels like an amenity. This proposal introduces how our system works, the value it adds for you, and why our locally operated model will consistently deliver a smoother process and better performance than other vending companies.

Give People What They Want

Our technology is designed to be effortless for everyone! Simply tap or swipe a card, select items, then walk away. Checkout is automatically calculated with our AI detection software. And, we remotely monitor machines in real time to troubleshoot any potential issues. We're nimble and flexible, so we make sure each machine serves the specific preferences of those using it. While drinks and snacks are available, our highest-performing items are personal hygiene and everyday products that people want immediately. Product selection is continuously tested and refined with feedback and usage patterns. We adapt inventory quickly to ensure each machine reflects actual demand instead of fixed product lists. Just some of the benefits of working with us are:

- Transparent reporting
- A new modern amenity
- We manage it all, end-to-end
- Convenient access to everyday essentials
- Enhanced guest, resident, and staff experience
- Dedicated team with real-world, and local experience

Have Modern Equipment

We tailor solutions for your property's layout and traffic patterns. Some examples include:

- Single-Door Refrigerators are available in multiple sizes.
- Double-Door Refrigerators are better for higher-traffic locations with higher volume requirements.
- Single-Door Freezers handle frozen and perishable items such as ice cream and specialty frozen products.
- Single-Door Ambient-Temperature Units are best for shelf-stable items.
- Open-Air Micro Marts are self-service kiosks, providing a retail-style experience with broader product assortments.
- Automatic Ice Machines from all different sizes.

Each placement is designed to balance guest experience with strong performance. We work with each property to identify placement locations that maximize convenience and usage, such as:

- Lobbies and check-in areas
- Elevator lobbies
- Pool and recreation areas

- Fitness centers
- Common areas and event spaces
- Other high-traffic corridors



Offer Customizable Inventories

Depending on your location's available spaces and traffic patterns, we'll customize inventory to include products like:

- Souvenirs
- Specialty items
- Personal hygiene
- Seasonal products
- Everyday essentials
- Premium energy drinks
- Guest-suggested products
- Coffee and café-style items
- Ice cream and frozen treats



Partner with Experts

We are a group of locals who live and work locally full time with several complementary businesses. We run multiple beach bars, concession stands/restaurants, and an information technology company. We invite you to visit one of our other locations. Just reach out and schedule an appointment at your convenience. Additionally, we are happy to provide as many references as necessary. Our hands-on optimization process is the secret to our success. For years we have built up a team of dependable staff with real world experience. Both to maintain stocking and to respond to feedback. Our team handles everything:

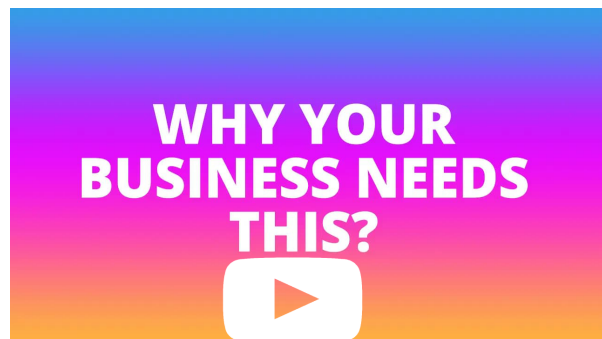
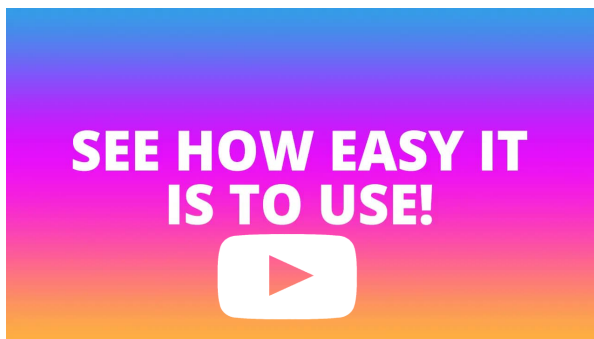
- Rapid restocking and inventory adjustments
- Real-time guest support and remote troubleshooting
- Immediate testing and rollout of newly suggested products
- Continuous monitoring, maintenance, and performance optimization

How To Get Started

Step #1: Schedule a call with us [by clicking here](#).

Step #2: We can show you one of our current properties and then meet at yours to plan the best machines and placements.

Step #3: We'll agree on a service agreement and get started. Launch time is about 2-4 weeks.



Master Service Agreement

This document is a Vending Machine Placement Agreement (“Agreement”). It is entered into by and between NxtLevelVenn (the “Provider”) and the property identified and signed below (the “Property”). This Agreement shall become effective as of the date it is executed by both parties. The Provider and the Property may be referred to individually as a “Party” and collectively as the “Parties.”

Purpose

The Property grants the Provider exclusive rights to install, operate, and maintain vending machines located at the Property.

Placement of Equipment

The Provider’s goal is to maximize usage by improving convenience for guests, owners, and employees at the Property. The Property and Provider will agree to designated locations for each machine. The Provider may move machines to different locations, with the Property’s approval. The Provider may replace or swap machines at existing designated locations. The Provider may add or subtract machines from existing locations.

Terms

The term of this Agreement shall be three (3) years, commencing on the date of execution by both parties. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term.

Compensation

The Provider will issue payments and corresponding sales reports to the Property at least each quarter for the activity during the previous period. Commissions are calculated based on total sales from products sold through machines, minus costs of goods, refunds, processing fees, and sales taxes. Ice commissions will be fifteen percent (15%) and other vending will be as follows:

1. The first year, the commission will be five percent (5%).
2. The second year, the commission will be six percent (6%).
3. In the third year, the commission will be seven percent (7%).

Except where otherwise stated in the “Liability and Force Majeure” section of this Agreement, the Provider will ensure Property receives no less than \$5,000 each year, with \$2,500 payable by June 1 and \$2,500 payable by November 1.

Confidentiality

1. The Provider agrees to share transparent reports with the Property about specific sales, which contains very important information about the Provider's business.
2. And the Property agrees that all reports, data, and information provided under this Agreement (collectively, the "Confidential Information") shall be treated as confidential.
3. Neither Party shall disclose, share, distribute, or otherwise make available any confidential information to any third party without the prior written consent of the disclosing party, except as required by law.

Provider Responsibilities

The Provider agrees to perform the following duties in a professional manner:

- Be responsible for the delivery and installation of all vending machines at its own expense.
- Service, maintain, and operate all equipment in a professional manner at all times.
- Machines will be kept clean, fully operational, and stocked with quality products.
- Give reasonable consideration to product suggestions from guests, property owners, and employees.
- Perform all necessary maintenance and repairs promptly and at its own expense to ensure proper functionality of the machines.
- Adjust product selection, inventory levels, and/or the number and type of machines in operation to support efficient operations and ongoing maintenance.

Property Responsibilities

The Property agrees to perform the following duties in a professional and cooperative manner:

- Provide the Provider with reasonable access to the vending machines as needed for installation, stocking, maintenance, cleaning, removal, and replacement.
- Provide and maintain designated space for the placement of the machines.
- Supply standard electrical power for the machines at no cost to the Provider.
- Provide Wi-Fi or internet access, at no cost to the Provider, to support machine connectivity, monitoring, and payment processing.
- Take reasonable measures to ensure that the machines are not moved, unplugged, damaged, or otherwise tampered with, be responsible for any damage caused by its employees, contractors, or vendors, coordinate with the Provider for any relocation related to on-site work, and promptly notify the Provider of any issues, vandalism, or security concerns.
- Refrain from installing or permitting competing vending machines of a similar type on the premises without the Provider's prior written consent.

Performance and Termination

Both Parties agree to perform their respective responsibilities in good faith and in a timely, professional manner. If either Party believes the other is not meeting its obligations under this Agreement, they shall provide written notice outlining the specific concern(s).

Upon receiving notice, the receiving Party will be given a reasonable opportunity to address and correct the issue within a mutually agreed-upon timeframe; or 30 days in the event the Parties cannot agree on a timeframe. Both Parties agree to work in good faith to resolve any concerns before pursuing termination.

If a major issue outlined in the Provider Responsibilities or Property Responsibilities is not resolved within the agreed timeframe, either Party may terminate this Agreement upon written notice to the other.

Equipment Ownership

All vending equipment, including but not limited to machines, contents, components, inventory, software, systems, processes, and accessories, shall remain the sole and exclusive property of the Provider (NxtLevelVenn). Nothing in this Agreement shall be construed to grant the Property any ownership interest in such equipment or related assets.

Liability and Force Majeure

Neither Party shall be held liable to the other for any losses, business interruption, or damages resulting from circumstances beyond their reasonable control. Examples include but are not limited to: adverse weather, storms or hurricanes, power outages, vandalism, equipment failure, construction activities, property damage, acts of God, restricted access or other unforeseen situations. Each Party acknowledges that such conditions may impact vending operations and agrees to bear its own associated risks and losses. Both Parties agree to hold each other harmless and not responsible for legal action, loss of revenues, reduced performance, or minimum payment expectations.

Amendments

Material changes to this Agreement must be made in writing and require the mutual written consent of both Parties. No amendment, modification, or waiver of any provision will be valid unless signed by authorized representatives of both Parties.

Governing Law

This Agreement is governed by the laws of the State of Florida. Any disputes will be resolved through binding arbitration in Panama City Beach, Florida, following the rules of the American Arbitration Association.

Acceptance

Provider:

Name 1: Brian Campbell

Signature 1: _____

Date 1: April 30, 2026

Name 2: Donald Cooper

Signature 2: 

Date 2: April 30, 2026

Property:

Property: Grand Panama Beach Resort

Authorized Contact: Brad Coleman

Signature: 

Date: 04/30/2026