

NON-ALCOHOLIC BEVERAGE AGREEMENT

This Agreement ("Agreement") is made and entered into this 8th day of November, 2017 ("Effective Date"), by and between the City of Clearwater, Florida, a municipal corporation of the state of Florida, whose address is 112 S. Osceola Avenue, Clearwater, Florida 33756 ("City") and Coca-Cola Beverages Florida, LLC, a Delaware limited liability company, whose address is 10117 Princess Palm Avenue, Suite 400, Tampa, FL 33610 ("Vendor" or "Bottler") (each individually referred to herein as "Party" or collectively as the "Parties").

RECITALS

WHEREAS, the City currently operates and maintains 1,708 acres of parks and recreation areas, as well as other City-owned facilities such as libraries, police, and fire stations within City boundaries ("City Facilities"); and

WHEREAS, the City wishes to provide quality amenities to its citizens in the course of their utilizing City Facilities; and

WHEREAS, the City has issued a request for proposals ("RFP 21-17") to identify a qualified beverage vendor to provide full service beverage vending machines and products within City Facilities as it deems appropriate; and

WHEREAS, Vendor successfully responded to the RFP 21-17 and wishes to provide its products and services to City Facilities and the citizens of Clearwater.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties agree as follows:

1.0 DEFINITIONS

1.1 Beverage(s): Beverage or Beverages shall mean all nonalcoholic beverages (*i.e.*, anything consumed by drinking), whether or not such beverages (i) contain nutritive, food or dairy ingredients, or (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods, and all other beverage bases from which Beverages can be made, and brands and products of water purification and beverage making systems (*e.g.*, Brita®, Soda Stream®, Keurig®) are deemed to be included in this definition. "Beverage" or "Beverages" do not include fresh-brewed unbranded coffee and fresh-brewed unbranded tea products, unflavored dairy products, water drawn from the public water supply or unbranded juice squeezed fresh at the Facilities. For the avoidance of doubt, "flavor enhancers," "liquid water enhancers," non-alcoholic beverages sold as "shots" or "supplements," flavored milks, dairy drinks and children's juice drinks are considered Beverages.

1.2.1 City Events: City Events include:

1.2.2 Events hosted by the City of Clearwater, including but not limited to, events that take place at City Facilities, including recreation center rentals, conferences, meetings, and employee events.

1.2.3 Select concerts and festivals taking place at City Facilities, such as Clearwater Sea-Blues Festival, Hispanic Heritage Concert, and Clearwater Celebrates America.

1.2.4 These examples represent typical produced events, but are subject to change.

1.2.5 Non-City events are not subject to this Agreement.

1.3 City Facilities: City Facilities includes all property owned and operated by the City of Clearwater. For purposes of this Agreement, City Facilities does not include properties owned by the City of Clearwater, but operated by third parties.

1.4 Concessionaires: Concessionaires are organizations and vendors that have permission to sell Beverages utilizing City Facilities and/or city concession buildings. Concessionaires in 2017 include Blazin' Ravenz Track Club, Clearwater Aquatic Team, Clearwater Basketball Club, Clearwater Bullets, Clearwater Jr. Tornados, Clearwater Little League, Chargers Soccer Club, Clearwater Youth Lacrosse, Countryside Jr. Cougars, Countryside Little League, Greenwood Panthers, Clearwater Lady Bombers, and Kinney's Kitchen. At this time Concessionaires sell Beverages at Eddie C. Moore Softball Complex, Joe DiMaggio Sports Complex, Phillip Jones Field, Countryside Sports Complex, Countryside Community Park, and Sid Lickton Fields. The City expressly reserves the right to add or delete Concessionaires.

1.5 Direct Purchase Product: Discounted product provided by the Vendor to the City and its Concessionaires for consumption or resale.

1.6 Permitted Beverage Products: Permitted Beverage Products are beverages that have approval by the City of Clearwater, as may be amended from time to time upon mutual written agreement of the Parties, and that are purchased directly from Bottler or sold through vending machines owned and stocked exclusively by Bottler.

1.7 Pricing and Rebate Schedule: The Pricing and Rebate Schedule, Exhibit A & Exhibit C, contains a list of proposed Permitted Beverage Products with corresponding prices and rebates that will apply to direct purchases made by the City of Clearwater and its Concessionaires.

1.8 Licensing Payment: The Licensing Payment is the annual payment rendered to the City of Clearwater by the Vendor as set forth in Section 15 in return for the rights articulated in this Agreement. The first payment will be made pursuant to Section 15 and the other payments will be due annually at the anniversary of the Effective Date.

1.9 Agreement Year: Shall mean each twelve-month period during the Term beginning with the first day of the Term.

1.10 Competitive Products: means all Beverages which are not Permitted Beverage Products.

20 SCOPE OF CONTRACT

2.1 Services: Vendor shall provide full-service vending machines and related services for the sale of Permitted Beverage Products at designated City Facilities. Vendor's services shall include, but not be limited to, furnishing Permitted Beverage Product (as required), stocking vending machine equipment, collecting all revenue, servicing and maintaining equipment. Current vending machine locations are listed in Exhibit B. Locations may be added, removed, or relocated if mutually agreed upon by the parties in writing.

2.2 Exclusive Availability Rights: Vendor shall have the exclusive right to make Beverages available for sale and distribution at the City Facilities and City Events and through full-service vending locations (Exhibit B), and City agrees that Vendor's Beverage products will be the exclusive Beverages sold, dispensed, served or sampled at all City Events and/or City Facilities City-owned properties that are operated by third parties and are therefore not included in the definition of City Facilities for purposes of this Agreement shall not be subject to Vendor's Exclusive Rights.

2.3 Exclusive Sponsorship and Advertising Rights: Vendor will have the exclusive right to advertise the Permitted Beverage Products as the "Official" or "Exclusive" Beverage, soft drink, sports drink, water, tea, energy drink and/or juice or juice drink, etc. of the City Facilities and the City Events. The City will not enter into any agreement or relationship whereby any Competitive Products are associated in any manner with the City, the City Facilities, any of the City logos or trademarks, or the City Events in any advertising or promotional activity of any kind. No permanent or temporary advertising, signage or trademark visibility for Competitive

Products will be displayed or permitted anywhere at the City Facilities, during the City Events, or in advertising for the City Events. The City agrees that Vendor's advertising will be positioned at all times in such a manner that the advertising message is in no way obscured (electronically or otherwise) and is clearly visible to the general public and the media (if applicable). The Permitted Beverage Products will be prominently listed on any menu boards located at the City Facilities, and all equipment dispensing Permitted Beverage Products will be prominently identified with the appropriate Product trademarks/logos. The City further agrees that all Permitted Beverage Products will be dispensed in Vendor's equipment and that no other trademarked equipment, coolers or containers will be permitted at the City Facilities and City Events.

2.4 Exception to Exclusivity: Provisions 2.2-2.3 do not apply to Permitted Beverage Products, or any other products, that are purchased offsite from the City Facilities by employees of, and visitors to, the City Facilities, for personal consumption.

2.5 Direct Purchase Requirements: City agrees that when City or its Concessionaires serve, distribute or sell Permitted Beverage Products at City Events and/or City Facilities, City and its Concessionaires shall purchase all requirements for Beverages directly from Vendor for the City Facilities and City Events. Such purchases by Concessionaire will be made at prices and on terms set forth in Vendor's existing agreement with Concessionaire, if any. If no agreement exists between Concessionaire and Vendor, such purchases will be made at prices and on terms set forth in this Agreement. The City acknowledges that there will be no duplication of allowances, funding or benefits (including pricing) to the City or Concessionaire if Concessionaire has an existing agreement with Vendor. Vendor understands that this obligation does not apply to third party persons or organizations over which the City has, for whatever reasons, no control.

2.6 Access to City Marks and Logos: Vendor may use the official City logos and trademarks on a royalty-free basis, exclusive for Beverages, in connection with the promotion of Vendor's Beverages. Vendor shall obtain the City's written approval in accordance with the City of Clearwater Code of Ordinances, City policies, or other applicable rules and guidelines prior to use of such logos and trademarks.

3.0 TERM

The initial term of this Agreement shall be for five (5) years, commencing on November 8, 2017 (the "Effective Date") and continuing through September 30, 2022, unless earlier terminated as herein provided ("Initial Term"). The Initial Term may be extended for an additional five (5) year period upon the parties' prior written agreement ("Renewal Term"). The Initial Term and Renewal Term, if any, are defined herein as the "Term."

4.0 PRICING

The Pricing Schedule, Exhibit A, contains a list of initial pricing for Permitted Beverage Products that will be provided for direct purchase by the City and/or its Concessionaires for use or resale and the initial vend rates for vended Permitted Beverage Products. If any new Vendor Beverages are introduced, the Vendor must submit additional Vendor Beverages pricing to the City. The City may include these Vendor Beverages to the approved list at its discretion.

The vend rates for vended Permitted Beverage Products set forth in Exhibit A are initial vend rates. Vendor may adjust the vend rates as necessary to reflect changes in its costs, including cost of goods.

The initial prices for bottle/can Permitted Beverage Products set forth in Exhibit A will remain in effect for the first Agreement Year. Thereafter, such prices will be subject to an increase of no more than four percent (4%) over the previous Agreement Year's price, except in the event of an increase in a component of Bottler's cost of goods, manufacture or delivery, or increases in taxes, deposits and other government related fees, in which case, Bottler may increase prices to cover such increased costs. Price increases will occur automatically on the first day of each Agreement Year.

5.0 EXISTING AGREEMENTS

By execution of this Agreement, the Parties expressly agree that any contracts or other arrangements, whether written or verbal, that currently exist or that the Parties believe may have previously existed between them regarding the subject matter hereof, and all obligations of the City and Vendor arising from such relationships, if any, including but not limited to RFP 21-17 and Vendor's response to RFP 21-17, are automatically superseded and/or terminated as of the Effective Date of this Agreement. Neither City nor Vendor shall have any further obligations under such preexisting contracts or arrangements.

6.0 LABELING

All ingredients must be declared on the product label, as required by the Food and Drug Administration. All Permitted Beverage Products provided are required to carry legible, open code dating on each can, bottle or case, and must indicate pack code or expiration date. If any code is encrypted, Vendor must provide the key from the manufacturer to decode the information.

7.0 PUBLIC RECORD/INFORMATION REQUIREMENTS

Unless otherwise required by law, all Agreement terms, conditions, offers, and disclosures, as well as information or disclosures arising out of this Agreement, shall be deemed public information as provided for in Florida Statutes Chapter 119. As such they may be subject to release as public records in accordance with state law. City shall not in any way be liable to Vendor for the disclosure of any such records when disclosed in accordance with the law, and City assumes no obligation or responsibility for asserting legal arguments on Vendor's behalf.

8.0 SERVICE AND DELIVERY REQUIREMENTS

8.1 Vending Machine Sales: The servicing of vending machines for restocking, maintenance and repair must occur during hours that the City Facilities are open and available for public use unless otherwise authorized by the City of Clearwater.

8.1 Direct Purchase Sales: All Permitted Beverage Products designated for direct purchase shall be delivered as requested by the City and/or its Concessionaires. Invoices should accompany the delivery. The City and/or its Concessionaires will order Permitted Beverage Products from Vendor at least 72 hours prior to requested delivery.

8.2 Regulatory Standards: City reserves the right to reject any products, supplies and equipment that are unsafe for their intended use or fail to meet established FDA and OSHA health and safety requirements and standards.

8.3 Employee Certification: Vendor shall certify in writing that all of its employees, present or new hires, who provide service to the City at the City Facilities have not been convicted of a felony or are awaiting adjudication of same. This certification shall be provided by Vendor to City prior to any of Vendor's employees coming in contact with any City personnel or customers.

8.4 Emergency Delivery: In the event of a natural disaster or terrorist attack ("Emergency"), Vendor will endeavor to sell to the City reasonable amounts of bottled water, as determined by Vendor in its sole discretion. Nothing herein obligates Vendor to provide bottled water if it is prevented from doing so due to a Force Majeure Event (defined below), including but not limited to, an act of God, strikes, civil disturbances, the unavailability of supplies or transportation, or for any other causes beyond Vendor's control. VENDOR HAS NO LIABILITY TO THE CITY OR ANY THIRD PARTY FOR INJURY OR DAMAGES OF ANY KIND ARISING OUT OF DELAYS OR VENDOR'S INABILITY TO PROVIDE BOTTLED WATER TO THE CITY.

The City shall notify Vendor of the need for bottled water due to an Emergency within one (1) business day of the Emergency event. Any such notices should be directed to UWR@cocacolaflorida.com with copy to:

ATTN: John Guinn, Distribution Center Manager EMAIL: jguinn@cocacolaflorida.com	ATTN: Kiwanis Derrico, Area Sales Manager EMAIL: kderrico@cocacolaflorida.com
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9.0 INVOICES AND PAYMENTS FOR PERMITTED BEVERAGE PRODUCTS

Delivery slips or invoices for direct delivery product sales must be furnished on the same day of delivery. Payments to Vendor will be made Net thirty (30) days upon receipt of Vendor's invoice for the previous month's billing period. Credit memos shall be issued in a reasonable time but not to exceed thirty (30) days from the date of return products.

10.0 RESPONSIBILITY FOR PRODUCTS, MATERIAL AND EQUIPMENT

Vendor shall be responsible for all products, materials and equipment including the loss, destruction of, or damage to the products, materials and equipment until they are delivered and accepted by City at the designated delivery point, regardless of the point of inspection. After delivery to and acceptance by the City of the equipment or beverage products specified in this agreement, City shall be responsible, to the limits of Florida Statute 768.28, for the loss or destruction of or damage to the equipment or supplies to the extent such loss, destruction, or damage results from the negligence or willful misconduct of officers, agents, or employees of City.

11.0 EQUIPMENT

Vendor will loan to the City, without charge to the City, the equipment reasonably required and as mutually agreed upon to dispense Permitted Beverage Products at the City Facilities. All Vendor-owned equipment will be subject to CCBF's standard equipment placement agreement terms. The Vendor shall be solely responsible for the placement and operation of full-service vending machines at locations agreed upon by the parties at City Facilities.

All equipment will be accessible to the general public during City Facility operating hours, only to the extent that each corresponding location is open to the public as determined by the City in its sole discretion. If it becomes necessary to move any of the equipment for any reason (for e.g. low traffic area, minimal sales, etc.), City and Vendor will agree to an alternative location and Vendor shall then move such Equipment to the mutually agreed alternate location, or the Parties will mutually agree to have the equipment removed from the City Facilities. The equipment will at all times remain the property of Vendor.

Specifications for Beverage Vending Machine/Equipment

11.1 Energy Efficiency: All machines provided by Vendor under this Agreement shall conserve energy and reduce energy related costs through energy efficiency. To satisfy this requirement, Vendor either can install machines with an Energy Star® label (or equivalent) or can utilize energy-saving devices such as the Vending Miser® or equivalent. Vendor shall incur all costs associated with energy saving machines or devices.

11.2 Vending Equipment: At its sole expense, Vendor shall provide, install and maintain sufficient vending equipment and supplies necessary to facilitate the continued sale of Permitted Beverage Products. No machine shall be installed that does not meet the energy efficiency requirements set forth above. Automatically operated dispensing machines shall be adequately metered with non-reset meters and shall operate on AC- 110 volts. The machines shall be double insulated or grounded. All equipment shall be equipped, at a minimum, with dollar validators and coin-operated mechanisms with change return, slug rejection and coin-return features.

11.3 Vending Equipment Maintenance: While the equipment is in the City's possession, the City shall be responsible for keeping all equipment in a clean and sanitary condition. Machines that are damaged or unsightly shall be reported to Vendor. Vendor will inspect equipment and if necessary, Vendor will remove

the equipment and determine whether or not to replace it.

11.4 Equipment Stocking: The stocking of Permitted Beverage Products shall be the sole responsibility of the Vendor. All dated product must be fresh, with un-expired dates of sale at all times. Vendor shall remove all expired product not later than the printed expiration date if not sold. Vendor shall be responsible for stocking and restocking product on a regular basis or within seventy-two (72) hours of City's request.

11.5 Americans with Disabilities Act: All vending machines shall meet the requirements of the Americans with Disabilities Act, as may be amended from time to time, in that all controls must be located between two (2) and four (4) feet from ground level.

11.6 Refunds: Vendor shall be responsible for all refunds. Vendor shall set aside a minimum of five dollars (\$5) per location for possible refunds. This fund shall be checked periodically to ensure the minimum level. Vendor shall provide each location with a form to account for any refunds. At a minimum, this form shall contain fields to enter the date, refunded amount, name of person receiving refund, reason for refund, and the serial number of the machine involved.

11.7 Equipment Loan: Vendor shall loan equipment, if available and if mutually agreed upon by the Parties, to the City of Clearwater for use at City Events. This equipment includes items such as merchandising wagons, stand-alone refrigerated coolers, etc. All requests must be made by the City to Vendor in writing at least forty-five (45) days prior to any City Event.

120 EQUIPMENT MAINTENANCE AND REPAIR RESPONSE TIME

121 Ordinary Maintenance: During the Term of this Agreement, Vendor shall be responsible for the service ordinary maintenance and repair of Vendor-owned equipment, as described in Vendor's standard equipment placement agreement, that it provides for use at City Facilities.

122 Repair Response Time: Vendor shall respond within twenty-four (24) hours (excluding weekends and holidays) to all communications from City or one of City Facilities regarding defective or inoperable machines. Any defective or inoperable machine will be fixed or replaced within five (5) working days.

123 Custodial Schedule: City shall provide all labor and supplies and maintain an appropriate custodial schedule for each vending area to ensure that all equipment is kept in reasonably clean and sanitary conditions; that the vending area is reasonably free of debris and spills; and that all debris is removed from the building during normal business hours.

130 ELECTRICITY

13.1 Electrical Power: City shall furnish, at no cost to Vendor, the electrical power necessary for the operation of the vending machines. Vendor shall provide information detailing the amperage of the machines and electrical consumption. City will review its power consumption during the Term of this Agreement, and machines utilizing an unreasonable or excessive amount of power will be replaced by Vendor within ten (10) business days of Vendor's receipt of City's notification.

13.2 Electrical Outlets: City will not be required to install or relocate any electrical outlets or circuits in order to provide electrical power to vending machines at desired locations. Vendor shall bear all costs associated with any such relocation, unless such relocation is requested solely by City, in which case City shall bear the cost of relocation. Each installed vending machine shall be connected on its own electrical circuit. Any new electrical circuits required shall be provided by Vendor at no cost to City.

14.0 PROMOTION AND ADVERTISING RIGHTS

City hereby grants to Vendor the following promotion and advertising rights:

14.1 Vending Machine Panels: Vendor may affix such logos/advertising imagery to its vending machine panels as may be mutually agreed upon by the parties.

14.2 Signage: With the express written approval of the City, Vendor may utilize signage related directly to the provision of the Permitted Beverage Products and services provided for hereunder. Vendor represents and warrants that it will use its best efforts to use signage that is environmentally sensitive, tastefully designed, and that which promotes an enhanced quality of life. The Vendor may provide banners to be displayed by the City at City Events. Specifications will be provided to the Vendor by the City. All signage contemplated by this section shall be required to comply with City policy, City Codes and other law, as applicable.

14.3 Other Promotion and Advertising Rights: The City of Clearwater approves the following promotional and advertising rights for Vendor each Agreement Year:

a. Signature Events

i. Clearwater Seafood and Blues Festival

1. Vendor placement of signage, banners and combo messaging.
2. Social media recognition
3. 10 VIP tickets each for Sea Blues, Bay2Beach, Clearwater Celebrates America, and Hispanic Heritage
4. Stage announcements
5. Videoboard commercials
6. Sponsor Activation Space
7. Sponsor Booth Space
8. Sampling opportunity
9. Brand ambassador opportunity
10. Banner placements at main entrances and park interior (6 total banners, provided by Vendor)
11. Option to provide gate giveaway items
12. Logo prominently displayed on stage banners
13. Logo and link on city or event websites
14. Logo inclusion in all marketing materials (posters, etc)
15. Logo inclusion in all digital and billboard ads (when applicable)
16. Logo inclusion in TV ads (when applicable)

ii. Bay 2 Beach Art and Music Festival

1. Vendor placement of signage, banners and combo messaging.
2. Social media recognition
3. 10 VIP tickets each for Sea Blues, Bay2Beach, Clearwater Celebrates America, and Hispanic Heritage
4. Stage announcements
5. Videoboard commercials
6. Sponsor Activation Space
7. Sponsor Booth Space
8. Sampling opportunity
9. Brand ambassador opportunity
10. Banner placements at main entrances and park interior (6 total banners, provided by Vendor)
11. Option to provide gate giveaway items
12. Logo prominently displayed on stage banners
13. Logo and link on city or event websites
14. Logo inclusion in all marketing materials (posters, etc)
15. Logo inclusion in all digital and billboard ads (when applicable)

- applicable)
- 16. Logo inclusion in TV ads (when applicable)
- iii. City produced concerts
 - 1. Vendor placement of signage, banners and combo messaging.
 - 2. Social media recognition
 - 3. 10 VIP tickets each for Sea Blues, Bay2Beach, Clearwater Celebrates America, and Hispanic Heritage
 - 4. Stage announcements
 - 5. Videoboard commercials
 - 6. Sponsor Activation Space
 - 7. Sponsor Booth Space
 - 8. Sampling opportunity
 - 9. Brand ambassador opportunity
 - 10. Banner placements at main entrances and park interior (6 total banners, provided by Vendor)
 - 11. Option to provide gate giveaway items
 - 12. Logo prominently displayed on stage banners
 - 13. Logo and link on city or event websites
 - 14. Logo inclusion in all marketing materials (posters, etc)
 - 15. Logo inclusion in all digital and billboard ads (when applicable)
 - 16. Logo inclusion in TV ads (when applicable)
- iv. Clearwater Celebrates America
 - 1. Vendor placement of signage, banners and combo messaging.
 - 2. Social media recognition
 - 3. 10 VIP tickets each for Sea Blues, Bay2Beach, Clearwater Celebrates America, and Hispanic Heritage
 - 4. Stage announcements
 - 5. Videoboard commercials
 - 6. Sponsor Activation Space
 - 7. Sponsor Booth Space
 - 8. Sampling opportunity
 - 9. Brand ambassador opportunity
 - 10. Banner placements at main entrances and park interior (6 total banners, provided by Vendor)
 - 11. Option to provide gate giveaway items
 - 12. Logo prominently displayed on stage banners
 - 13. Logo and link on city or event websites
 - 14. Logo inclusion in all marketing materials (posters, etc)
 - 15. Logo inclusion in all digital and billboard ads (when applicable)
 - 16. Logo inclusion in TV ads (when applicable)
- v. Hispanic Heritage Festival
 - 1. Social media recognition
 - 2. 10 VIP tickets each for Sea Blues, Bay2Beach, Clearwater Celebrates America, and Hispanic Heritage
 - 3. Stage announcements
 - 4. Videoboard commercials
 - 5. Sponsor Activation Space
 - 6. Sponsor Booth Space
 - 7. Sampling opportunity
 - 8. Brand ambassador opportunity
 - 9. Banner placements at main entrances and park interior (6 total banners, provided by Vendor)
 - 10. Option to provide gate giveaway items
 - 11. Logo prominently displayed on stage banners
 - 12. Logo and link on city or event websites

13. Logo inclusion in all marketing materials (posters, etc)
 14. Logo inclusion in all digital and billboard ads (when applicable)
 15. Logo inclusion in TV ads (when applicable)
- b. Athletic Fields
- i. 8' x 16' billboard at Jack Russell Stadium
 - ii. Four 6' x 16 banners and four 4' x 8' banners spread throughout the softball fields at Eddie C Moore Complex
 1. Vendor to provide artwork, City of Clearwater to produce and install banners and billboard.

14.4 Compliance: Vendor's failure to comply with Section 14 of this Agreement shall be deemed a material breach of the Agreement that may subject the Agreement to termination at City's sole discretion pursuant to the termination provisions herein.

15.0 LICENSING PAYMENT & PRODUCT SALES COMMISSION

In consideration of the rights and privileges granted to the Vendor hereunder, including the right to access, install and maintain vending machines within City Facilities, the Vendor shall pay a License Fee to the City on an annual basis as described below ("Licensing Payment" or "Licensing Fee"). There shall be no commissions paid to the City on vending machine sales as part of the Agreement. Vendor will operate and retain all proceeds from such sales.

Licensing Payment: Vendor agrees to pay the City a Licensing Payment in an aggregate of Ninety-Two Thousand Five Hundred Dollars (\$92,500) for the Initial Term. The Licensing Payment shall be paid in equal annual installments in the amount of Eighteen Thousand Five Hundred (\$18,500) for each of Agreement Years One through Five. The first payment will be paid within sixty (60) days after this Agreement has been signed by both Parties and for subsequent Agreement Years Licensing Payment will be due annually at the annual anniversary of the Effective Date. The Licensing Payment will be deemed earned evenly over the Agreement Year for which they are paid.

Vendor shall make these payments to:

City of Clearwater Special Events 706
North Missouri Avenue
Clearwater, FL 33755
Attention: Sponsorship Supervisor

16.0 FINANCIAL REPORTS

16.1 Full-Service Vending Financial Reports: Vendor shall provide the City with an annual audited (in-house by a Vendor CPA) sales report detailing the total sales per month generated from all vending machines at each of the City Facilities hereunder. This report is due sixty (60) days after each annual anniversary of the Effective Date. Required reports shall be in accordance with generally accepted accounting principles and be attested to by a Certified Public Accountant.

Reports should be sent to:

City of Clearwater Special Events 706
North Missouri Avenue
Clearwater, FL 33755
Attention: Sponsorship Supervisor

16.2 Direct Purchase Report: Vendor also shall provide the City with an annual audited (in-house by a Vendor CPA) Direct Purchase Report for all direct purchases of Permitted Beverage Products hereunder. This report shall detail sales activity per each of the City Facilities, per Concessionaire and an aggregate total. Sales activity shall be further broken down by each product item. This report is due 60days after each

annual anniversary of the Effective Date. Required reports shall be in accordance with generally accepted accounting principles and be attested to by a Certified Public Accountant. If the City does not receive said reports within the specified time frame, the City shall notify the Vendor in writing. If acceptable reports are not received by the City within 30 days of the written notification, failure to provide said reports shall be considered a material breach of this Agreement, which may result in termination by the City as provided for herein.

17.0 FINANCIAL RECORDS

Vendor shall create and maintain complete and accurate financial and accounting records of vending transactions for each machine at the City Facilities in accordance with accepted industry standards, and will keep such financial records for a period of five (5) years after the close of each Agreement Year's operation, unless the requirements of this Agreement or an audit have not been resolved, in which case said records shall be maintained until resolution. Records must be made available in accordance with applicable law, including Chapter 119, Florida Statutes.

18.0 TAXES

Each Party is responsible to remit federal, state or local taxes, as it pertains to its respective business and property. City shall not assess common area maintenance fees, real property taxes or other charges based on Vendor's occupation of the space allocated to vending machines.

19.0 SERVICE PERSONNEL

City shall have the right, in its absolute discretion as long as in compliance with applicable laws, to require the removal of Vendor's personnel at any level assigned to the performance of the services provided under this Agreement. City shall provide written notice to Vendor of its request for removal of Vendor's personnel, which notice will become effective upon receipt. If agreed upon by the Parties, such personnel shall be promptly removed from performing services under this Agreement at no cost or expense to City.

20.0 REQUIRED MEETINGS

Vendor and City representatives shall meet annually, and at such other times as may be agreed upon, to plan and coordinate services provided under this Agreement with the intent to enhance sales in a manner to increase process efficiencies, and improve communication and customer service. Required annual meetings shall take place between July 1st and August 31st each year.

21.0 LAWS, PERMITS, REGULATIONS

21.1 Licenses: Vendor shall obtain all necessary licenses or permits for its proper performance of this Agreement and shall perform in accordance with applicable federal, state and local laws, regulation, ordinances or codes in force where Vendor is providing its services and selling its products. Vendor is responsible for its own applicable taxes, including payroll taxes, and miscellaneous overhead expenses.

21.2 Change in Law or Regulation: If at any time during the Term of this Agreement either Florida, federal law, or local law or regulation is revised to materially limit the Beverage types, hours of operation, or location of vending machines at City Facilities, Vendor shall act in conformance with such revised law or regulation, and City shall not be responsible for any lost profits which may result therefrom, and Vendor will then have the option as its sole remedy, to terminate this Agreement and City shall (i) allow Vendor to retrieve any equipment, and (ii) pay to Vendor the unearned prorated portion of the pre-paid Licensing Payment or other upfront funding, if any.

21.3 Compliance with laws: Vendor shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state and local, relating to its actions under this Agreement whether such statutes, ordinances, regulations and requirements are now in force or hereinafter enacted or whether or not in the contemplation of the Parties.

22.0 INDEMNIFICATION

To the fullest extent permitted by law, the parties agree to defend, indemnify, and hold the other party, its officers, agents, and employees, harmless from and against any and all third party liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, reasonable attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto ("Claims"), resulting from: (i) any negligent acts, errors, mistakes or omissions by the party or its personnel; and (ii) the party's breach of the Agreement. This indemnity obligation will not apply to the extent the Claim was a result of the other party's acts or omissions or breach of Agreement. The indemnifying party will update the other party during the course of the litigation to timely notify them of any issues that may involve the independent negligence of them that is not covered by this indemnification.

Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity to which City is entitled or the extent of any limitation of liability to pursuant to § 768.28, Florida Statutes. Furthermore, this provision is not intended to nor shall be interpreted as limiting or in any way affecting any defense the City may have under § 768.28, Florida Statutes or as consent to be sued by third parties. All indemnification provisions contained in this Agreement shall survive termination or expiration of this Agreement.

23.0 INSURANCE

The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better.

Specifically the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

- a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.
- b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.
- c. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$500,000 (five hundred thousand dollars) each employee each accident, \$500,000 (five hundred thousand dollars) each employee by disease, and \$500,000 (five hundred thousand dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

Other Insurance Provisions.

Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with

applicable endorsements) evidencing all of the coverage set forth above and listing the City as an "Additional Insured" on the Commercial General Liability and Auto Liability Insurance.

- a. Vendor shall endeavor to provide thirty (30) days' written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
- b. Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.
- c. Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.

24.0 VENDOR'S FAILURE TO PROVIDE SERVICES OR PRODUCTS

Vendor's Representation of Performance: City requires the Permitted Beverage Products and services identified under this Agreement be supplied to City in a timely and accurate manner. City has entered into this Agreement with Vendor because Vendor has represented that it can meet City's time-related service and product specification needs.

24.1 Obtain Other Services: Vendor recognizes and acknowledges that the City has entered into this Agreement in reliance on its timely performance hereunder, therefore, Vendor's material failure to deliver Permitted Beverage Products or perform any of the services required shall constitute a material breach and subject to City's right to terminate this Agreement pursuant to the terms herein.

24.2 Unsatisfactory performance: Unsatisfactory performance may include but not be limited to any of the following to the extent they constitute a violation of the terms of this Agreement: late/non-deliveries; failure to repair vending machines as promised; partial deliveries that are not cured within thirty days; delivery of wrong products; delivery of unauthorized substituted products not meeting the specifications identified in this Agreement; incorrect pricing; failure to provide revenue reports as specified in the Agreement; or invoicing problems. Failure to perform shall constitute a material breach hereunder for which either Party may avail itself to remedies set forth herein or otherwise available at law or in equity.

25.0 GENERAL PROVISIONS

25.1 Authority of the Parks, Planning and Project Manager of Parks and Recreation Department: Except as expressly specified in the Agreement, the Parks, Planning and Project Manager may exercise any powers, rights or privileges that have been lawfully delegated by the City. Nothing in the Agreement shall be construed to bind the City for acts of its employees, including the Parks, Planning and Project Manager of Parks and Recreation Department that exceed the delegation of City, and nothing in the Agreement shall be construed to bind the Vendor for acts of its employees that exceed the delegation of Vendor.

25.2 City's Technical Representative: The Parks, Planning and Project Manager of Parks and Recreation Department also will act as the technical representative for all technical aspects related to the City's performance of the Agreement. Unless otherwise stated herein, Vendor shall make such oral or written reports to the Parks, Planning and Project Manager of Parks and Recreation Department as may be reasonably requested by the City or as specified in the Agreement. All correspondence regarding this Agreement and related contractual matters shall be addressed to the Parks, Planning and Project Manager of Parks and Recreation Department at the address provided herein except as otherwise set forth herein.

25.3 Independent Contractor: Each Party is acting as an independent contractor and independent employer. Nothing herein shall be interpreted to create or be construed to create a partnership, joint venture, or agency relationship between any of the Parties, and no Party shall have the authority to bind the other in any respect.

25.4 Notices: Formal notices, demands, and communication to be given hereunder by either Party shall be in writing and shall be delivered in person, by U.S. mail, overnight delivery, fax or electronically, and shall be deemed received as of the date of verifiable delivery. "Verifiable delivery" of electronic transmission shall mean email "delivery status notifications" or fax "transmittal confirmation reports," or their equivalents.

Said notices shall be delivered to:

VENDOR:

Coca-Cola Beverages Florida, LLC
Attn: Thomas Benford, Executive Vice President and Chief Commercial Officer
10117 Princess Palms Avenue
Suite 400
Tampa, FL 33610

with a copy to:

Attn: Deborah Pond, SVP and General Counsel
at the address above

THE CITY:

City of Clearwater
Parks, Planning and Project Manager
2950 Parks and Recreation Dept.
100 S. Myrtle Ave.
Clearwater, FL 33756

25.5 Announcements. Each Party shall not issue any press release or make any announcement with respect to this Agreement without the prior written consent of the other Party. Despite the previous sentence of this Section, each Party is entitled to make any disclosures required by law.

25.6 Amendments: The parties may amend this Agreement if such amendment is in writing, if the writing identifies itself as an amendment to this Agreement and is signed by both Parties to the Agreement.

25.7 Waivers:

25.7.1 Effect of Failure, Delay or Course of Dealing. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the Parties shall operate as a waiver or estoppel of any right, remedy or condition.

25.7.2 Each Waiver for a Specific Purpose: A waiver made on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

- **Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.
- **Merger:** This Agreement and its Exhibits constitute the final Agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement,

neither Party has relied upon any statement, representation, warranty or agreement of the other Party, except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any expressly stated in this Agreement.

- **Force Majeure:** “*Force Majeure Event*” means any act or event, whether foreseen or unforeseen, that meets all three of the following tests: (a) The act or event prevents a Party (the “Nonperforming Party”), in whole or in part, from (i) performing its obligations under this Agreement; (ii) satisfying any conditions to the obligations of the other Party (the “Performing Party”) under this Agreement, or frustrates the purpose of this Agreement; (b) The act or event is beyond the reasonable control of, and not the fault of, the Nonperforming Party, and (c) The Nonperforming Party has been unable to avoid or overcome the act or event by the exercise of due diligence. Despite the preceding definition of a *Force Majeure Event*, a *Force Majeure Event* excludes economic hardship, changes in market conditions, and insufficiency of funds.
 - **Suspension of Performance.** If a *Force Majeure Event* occurs, the Nonperforming Party is excused from (i) whatever performance is prevented by the *Force Majeure Event* to the extent prevented; and (ii) satisfying whatever conditions precedent to the Performing Party’s obligations that cannot be satisfied, to the extent they cannot be satisfied.
 - **Resumption of Performance.** When the Nonperforming Party is able to (i) resume performance of its obligations under this Agreement, or (ii) satisfy the conditions precedent to the Performing Party’s obligations, it shall immediately give the Performing Party written notice to that effect and shall resume performance under this Agreement no later than two (2) working days after the notice is delivered.
 - **Exclusive Remedy.** The relief offered by this *Force Majeure* provision is the exclusive remedy available to the Nonperforming Party with respect to a *Force Majeure Event*.

25.8 Assignment and Delegation:

25.8.1 No Assignments. Neither Party may encumber, assign, or otherwise transfer this Agreement or any right or interest in this Agreement, whether in whole or in part, without the prior written consent of the other Party. Due to the unique nature of this Agreement and the limited equivalent potential substitute parties, any assignment of this Agreement without the express, written consent of the other Party shall render this Agreement null and void in its entirety. All assignments of rights are prohibited under this subsection, whether they are voluntary or involuntary, by change of control, merger, consolidation, dissolution, operation of law or any other manner. For purposes of this Section, (i) a “change of control” is deemed an assignment of rights; and (ii) “merger” refers to any merger in which a Party participates, regardless of whether it is the surviving or disappearing corporation.

25.8.2 No Delegations. Neither Party may delegate any performance under this Agreement.

25.8.3 Ramifications of Purported Assignment or Delegation. Any purported assignment of rights or delegation of performance in violation of this Section is void.

- **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories.
- **Captions:** The descriptive headings of the articles, sections and subsections of this agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement’s construction or interpretation.
- **Governing Law:** The laws of the State of Florida (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement.

All terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding on the

Parties and their successors and permitted assigns. This section shall not be deemed a waiver of any conditions against assignment hereinbefore set forth.

25.8.4 Photography. The City has the right, for its own purposes, or may grant permits to persons or corporations engaged in the production of still or motion pictures, television programs, advertising, and related activities ("Images"), to take photographs or motion pictures of Vendor's activities, vending machines, signs, and other equipment installed and / or operated by Vendor pursuant to this Agreement, provided City obtains Vendor's prior written approval, which shall not be unreasonably withheld. However, City shall not be required to pay Vendor compensation for such activities. City is responsible for obtaining all executed releases from any and all Vendor employees and contractors whose name, voice and/or likeness is used in any of Vendor's Images as required by applicable law.

25.8.4 Non-disclosures/Press Releases. Each Party shall consult with the other Party and obtain such Party's prior written approval before issuing any press releases or otherwise making public statements with respect to this Agreement or the transactions contemplated hereby.

26.0 TERMINATION

A "Default" shall be deemed to have occurred if: a) Vendor fails to make any payment provided for herein after being given 10 days' notice by the City to cure such failure; b) either Party fails to cure its default in the performance or observance any covenant, conditions, term or provision of this Agreement after written notice of said default and such default continues for a period of sixty (60) days or such other period as specifically set forth herein, whichever is shorter; or b) either Party defaults in the performance or observance of any material covenant, condition, term or provision of this Agreement and such default is not curable, the non-defaulting Party cannot be made whole by monetary damages, and the default evidences a willful or negligent disregard by the defaulting Party; c) either Party becomes insolvent through the petition or filing of bankruptcy, insolvency, reorganization or the appointment of a receiver or trustee of all or substantially all of said Party's assets and within one hundred twenty (120) days of such filing, said Party fails to secure a discharge of such petition or dismissal of such proceedings.

After the occurrence of a Default, the non-defaulting Party shall have the right to give the defaulting Party notice of its intention to terminate this Agreement. Upon the effective date of such termination (which shall not be less than ten (10) days after giving such notice), the Term of this Agreement shall end.

Within thirty (30) days after this Agreement is terminated, for any reason, Vendor shall remove all vending machines, and other equipment and signs that Vendor installed and/or operated pursuant to this Agreement. Should Vendor fail to remove all vending machines, equipment and signs, the City may remove the same, store for pick up by Vendor for a period of sixty (60) days at Vendor's expense.

Upon termination by Vendor for the City's Default, the City will (i) return any equipment, (ii) pay to Vendor a pro rata portion of the costs of refurbishing and installing the equipment, and (iii) pay to Vendor the unearned portion of pre-paid amounts, including any prepaid Licensing Payments. If the City transfers or closes any of the City Facilities, the City will (i) return any equipment, (ii) pay to Vendor a pro rata portion of the costs of refurbishing and installing the equipment, and (iii) pay to Vendor the unearned portion of pre-paid amounts, for such transferred or closed City Facilities.

The Parties reserve all rights and remedies as may be provided by law.

Notwithstanding any other provision herein to the contrary, the City may terminate this Agreement, without cause, for any municipal purpose as determined by its City Council at a duly advertised public hearing by giving one hundred eighty (180) days written notice to Vendor and City shall (i) allow Vendor to retrieve any Equipment, and (ii) pay to Vendor the unearned prorated portion of pre-paid Licensing Payment or other upfront funding, if any. Vendor may also terminate this Agreement, without cause, by giving one hundred eighty (180) days written notice to the City and the City shall allow Vendor to retrieve any Equipment.

27.0 SOVEREIGN IMMUNITY

Nothing in this Agreement shall waive or diminish the City's sovereign immunity. Nothing in this Agreement shall extend the City's liability beyond the limits established in Section 768.28, Florida Statutes, or any of the liability limits set forth in Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement. There are no third party beneficiaries pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

COCA-COLA BEVERAGES FLORIDA, LLC

CITY OF CLEARWATER

By: _____

By: _____
William B. Horne, II
City Manager

By: _____

By: _____
George Cretekos
Mayor

ATTEST:

Rosemarie Call
City Clerk

Approved as to form:

Matthew M. Smith
Assistant City Attorney

Exhibit A

INITIAL PRICE SCHEDULE

<u>Bottle/Can Permitted Beverage Product</u>	<u>Initial Price Per Standard Physical Case (i.e., 24 count)*</u>
12 oz PET - SSD	\$10.25
300 ml - DASANI	\$12.81
500 ml - DASANI	\$6.15
20 oz PET - POWERADE	\$20.50
15.2 oz (450 ml) PET - MMJTG	\$26.05
16 oz Can - Monster Energy	\$34.07
16 oz Can - NOS	\$29.20
18.5 oz PET - Gold Peak	\$26.52
20 oz PET - vitaminwater	\$27.63
15.5 oz Can - Monster Rehab	\$34.07
15 oz Can - Monster Java	\$39.32
20 oz PET - DASANI	\$11.50
16.9 oz PET - Honest Tea	\$29.20
20 oz PET - SSD	\$24.49

*All prices are exclusive of taxes, deposits, handling fees and recycling fees.

Vendor will have a minimum delivery of five (5) standard physical cases (i.e., 24 count) per delivery, excluding deliveries for full service vending machines.

INITIAL VEND RATES

Bottle/Can Vended Permitted Beverage Products	Initial Vend Rate
12 oz Can - SSD & NCB	\$1.00
20 oz PET - DASANI	\$1.50
20 oz PET - POWERADE	\$2.00
20 oz PET - SSD	\$1.75

Minimum delivery requirements are not applicable to vending.

Exhibit B

VENDING EQUIPMENT BY LOCATION (34 MACHINES)

	Name	Address
1	BEACH POOL	51 BAY ESPLANADE
2	BEACH POOL	51 BAY ESPLANADE
3	BEACH RECREATION CENTER	69 BAY ESPLANADE
4	CARPENTER COMPLEX	651 N OLD COACHMAN RD
5	CITY HALL	112 OSCEOLA AVE S
6	COUNTRYSIDE LIBRARY	2642 SABAL SPRINGS DR
7	EAST POLLUTION CENTER	3141 GULF TO BAY BLVD
8	FIRE AND RESCUE	1716 BELCHER RD N
9	FLEET MAINTENANCE	1900 GRAND AVE
10	FLEET MAINTENANCE	1900 GRAND AVE
11	CLEARWATER GAS SYSTEM	400 MYRTLE AVE N
12	GREENWOOD RECREATION CENTER	900 MARTIN L KING JR AVE
13	LONG CENTER	1501 BELCHER RD N
14	LONG CENTER	1501 BELCHER RD N
15	MCMULLEN TENNIS COMPLEX	1000 EDENVILLE AVE
16	MCMULLEN TENNIS COMPLEX	1000 EDENVILLE AVE
17	MCMULLEN TENNIS COMPLEX	1000 EDENVILLE AVE
18	MORNINGSIDE RECREATION CENTER	2400 HARN BLVD
19	MORNINGSIDE RECREATION CENTER	2400 HARN BLVD
20	MUNICIPAL SERVICES BUILDING	100 MYRTLE AVE S
21	NURSERY	901 SATURN AVE N
22	PARKS & REC MAINTENANCE	507 VINE AVE
23	PARKS & REC MAINTENANCE	510 PENNSYLVANIA AVE
24	POLICE DEPT	645 PIERCE ST
25	POLICE DEPT	645 PIERCE ST
26	POLICE SUB STATION	2851 MCMULLEN BOOTH RD
27	PUBLIC UTILITIES	1650 ARCTURAS AVE N
28	PUBLIC WORKS	1650 ARCTURAS AVE N
29	PUBLIC WORKS	1650 ARCTURAS AVE N
30	ROSS NORTON REC CENTER	1426 MARTIN LUTHER KING JR AV
31	SOLI D WASTE TRANSFER	1005 OLD COACHMAN RD N

	STATION	
32	SOLID WASTE DEPT	1701 HERCULES AVE N
33	WASTE WATER TREATMENT	1605 HARBOR DR
34	WASTE WATER TREATMENT	1605 HARBOR DR

Exhibit C

REBATES

In consideration of the rights and benefits granted to Vendor hereunder, Vendor agrees to pay City the following rebates for each standard physical case (*i.e.*, 24 count) of bottle/can Permitted Beverage Product as set forth below that is purchased from CCBF and paid for by the City for sale at the City's Facilities covered under the RFP ("Rebates").

Rebate – Standard physical case

- \$1.00 – 20 oz. PET sparkling soft drink ("SSD") bottle/can Beverage products
- \$1.00 – 20 oz. PET Dasani bottle/can Beverage product
- \$2.00 – 20 oz. PET POWERADE bottle/can Beverage products

The Rebates will be paid annually, in arrears. Rebates will not be earned for sales of Permitted Beverage Products through Vendor's full service Beverage vending machines.