

This agreement is entered into on **7/1/2024**, between **Cedar Falls Community School District** (“Operator”), including the locations outlined in Schedule A attached hereto (collectively referred to as the “Locations”) and Atlantic Bottling Company, hereinafter referred to (“Bottler”). Both parties agree to the following terms and conditions:

**TERMS OF AGREEMENT**

1. **TERM**

The Term of this Agreement shall be effective for three (3) years beginning 07/01/2024 through 06/30/2027 with two (2) one-year automatic renewal options.

2. **OPERATOR LOCATIONS (See Schedule A. LOCATION(S))**

This Agreement includes Location(s) currently operating and all future location(s) opened during Agreement Term.

**SPONSORSHIP FEES**

Bottler agrees to pay a total sponsorship of up to \$35,000 over the five (5) year Term (“Sponsorship Fees”). Payments will be paid as follows:

Year 1:	\$15,000
Years 2 – 5:	\$5,000/annually

The first payment is due within 30 days of the signed agreement.

Remit to: Cedar Falls Community School District  
Attn:  
1002 W. 1<sup>st</sup> Street  
Cedar Falls, Iowa 50613

3. **REBATES**

Atlantic Bottling agrees to pay a rebate on each of the following products purchased from Atlantic Bottling. Rebates are paid on a calendar year basis. If Operator is granted credit privileges and Operator has a past due balance, rebates will be applied to the balance. Otherwise, rebates will be deposited to Operator’s bank account via ACH deposit.

**Rebate Amount:**  
\$3.00/case

**Package:**  
20oz Dasani, Powerade, and SSD

4. **PRICING (See Schedule B. PRICING)**

Bottler extends national account pricing on post mix fountain. Pricing is set by Coca-Cola North America and may be subject to price increases on a calendar year basis. Bottle/can pricing may be subject to no more than a 3% increase on a calendar year basis. However, the price ceilings are subject to additional adjustments greater than stated ceilings in the event of a substantial and unforeseeable increase in a major component of the bottler’s cost of goods, manufacture, or delivery. If credit terms are granted, payment terms are net 21 days.

5. VENDING

Atlantic Bottling agrees to pay the following commissions for full-service vending. Vending commissions are calculated after tax and deposits are deducted. Vend prices are stated below and may be adjusted during the term of the agreement.

Product	Vend Rate	Commission
20oz CSD	\$2.25	18%
20oz Dasani	\$2.00	18%
20oz PowerAde	\$2.25	18%

6. EXCLUSIVE DEFINITION

During the Term, Operator agrees to offer Coca-Cola fountain products and ready-to-drink bottled products (collectively, “Beverages”) exclusively at Operator’s Locations(s) listed in Schedule A. Exclusive beverage categories include but are not limited to Energy, Sports Drinks, Water/Enhanced Water, and Milk.

Operator shall purchase all Bottler products (and cups, lids, and CO2, if applicable) directly from Bottler. No competitive products may be sold, dispensed, sampled, or served anywhere at any time at any of Operator’s Location(s).

In the event the Operator employs a Concessionaire, Operator will cause Concessionaire to purchase from Bottler all requirements for Beverages as required by Operator from Bottler. Such purchases shall be made at prices set forth in this Agreement unless The Coca-Cola Company has a national agreement with the contracted Concessionaire. In that case, Bottler will honor the nationally contracted price.

Operator acknowledges that there will be no duplication of allowances, funding, or benefits (including pricing) to Operator or Concessionaire if Concessionaire has an existing agreement with Bottler.

7. BEVERAGE AVAILABILITY

Operator agrees to make available ready-to-drink packages for resale to the public. Brands and packages shall be mutually agreed upon. Further, Operator shall advertise ready-to-drink packages on menu boards, table menus, on-line menus, and require contracted restaurant delivery intermediaries to advertise beverages.

8. COCA-COLA BRANDED POS, MERCHANDISING, TUMBLERS

Bottler shall supply menu boards, Coca-Cola branded tumblers, umbrellas, Powerade supplies, and/or merchandising up to a \$200 value annually. Specific items shall be mutually agreed upon.

9. EQUIPMENT (See Schedule C. EQUIPMENT)

Operator represents and warrants that electrical service at each of the Operator’s Locations is proper and adequate for the installation of Equipment, and Operator agrees to indemnify and hold Bottler harmless from any damages arising out of defective electrical services. Further, Operator represents and warrants that water service at each of its Locations, including water pressure and quality, is adequate for dispensing post mix fountain products if applicable. Operator agrees to indemnify and hold Bottler harmless for any damages arising out of any disruption of electrical supply to any carbonator which may cause water leaks.

Bottler will provide Operator with reasonable, free service to its Equipment, except Operator will bear the cost of service required due to any and all actions of Operator or its employees or contractors.

10. CLAIMS.

In no event will Bottler accept any audits, or claims of discrepancies or errors in, pricing, rebates, commissions, funding, discounts, or other consideration provided under this Agreement (“Claims”) more than six (6) months from the date of invoice or the date of funding or consideration, as applicable.

11. TERMINATION AND FAILURE TO PERFORM

If Operator breaches any of its obligations set forth in this Agreement, then at its option and not as its sole remedy, Bottler may:

- a) Terminate this Agreement, and Operator shall (i) return any Equipment, (ii) pay to Bottler the cost of removing and refurbishing equipment, and (iii) pay to the Bottler the unearned portion on a pro rata basis the aggregate amount of Sponsorship Fees over the Term, rebate payments, and (iiii) pay to the Bottler the cost of any permanent signage or scoreboard(s) provided as part of this Agreement.
- b) Withhold Sponsorship Fees and rebates earned.

Bottler shall have the right to withhold and not pay further any amounts which may become payable to Operator pursuant to this Agreement if: (i) Operator has failed to perform any of its obligations hereunder, (ii) Bottlers’ rights hereunder have been lost, limited or restricted, (iii) there exists a bona fide dispute between the parties.

Operator agrees that Bottlers are authorized to set off any amount owed to Bottlers that is sixty (60) days past due, including without limitation amounts owed for the purchase of Products, against any Sponsorship Fees, Rebates and/or Commissions and other funding required to be paid by the Bottler to Operator under this Agreement.

Operator represents and warrants that it has full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein. Upon expiration or revocation of such authority, then at its option and not as its sole remedy, the Bottler may terminate this Agreement, and Operator shall (i) allow Bottlers to pick up any Equipment, (ii) pay to the Bottler a pro rata portion of the costs of refurbishing and installing the Equipment, and (iii) pay to the Bottler the unearned portion of pre-paid Sponsorship Fees or other upfront funding, if any.

Nothing in this section shall operate to restrict any of Bottlers’ other remedies in the event of a breach by Operator. Notwithstanding anything in this Agreement to the contrary, Bottler may seek injunctive or other equitable relief in any court of competent jurisdiction to protect any actual or threatened: (i) breach of exclusivity required hereunder, (ii) breach of Bottler’s confidentiality rights or hereunder, and Operator hereby submits to the exclusive jurisdiction of such courts and waives any objection on the basis of improper venue, inconvenience of the forum or any other grounds. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees.

12. FORCE MAJEURE

If Operator or Bottler shall be prevented, in whole or in part, from performing its obligations which include but are not limited to its normal business activities hereunder by virtue of any cause beyond their reasonable control, including, without limitation, any act of God, emergency, war, act of

terrorism, accident, player strike, referee strike, labor difficulty, legal restriction, government action or mechanical difficulty, pandemic, each such cause being a “Force Majeure Event” then Bottler’s obligations in regards to Sponsorship Fees and/or rebates shall be excused for a period of time equal to the period during which Operator or Bottler have been prevented from performing.

13. AFFIRMATIVE ACTION STATEMENT

An Equal Employment Opportunity/Affirmative Action employer, Atlantic Bottling Company expects that its suppliers, contractors, and vendors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or protected veteran status.

14. INDEMNITY

Operator will defend and indemnify Bottler, TCCC, each of their affiliates, and each of their officers, agents, employees, directors, shareholders, affiliates, successors, and assigns (hereinafter the "Indemnified Parties") against, and hold Indemnified Parties wholly harmless from, any and all claims, actions, suits, proceedings, demands, damages, and liabilities of whatever nature, and all costs and expenses, including without limitation Indemnified Parties’ reasonable attorneys’ fees and expenses, relating to or in any way arising out of (i) the ordering, delivery, rejection, installation, purchase, leasing, maintenance, possession, use, operation, control or disposition of the Equipment or any portion thereof, (ii) any act or omission of Operator, including but not limited to any loss or damage to or sustained by the Indemnified Parties arising out of Operator's failure to comply with all the obligations, representations and warranties of this Agreement or (iii) any claims for liability in tort with respect to the Equipment, excepting only to the degree such claims are the result of the Indemnified Parties' negligent or willful acts. The provisions of this Section 16 will survive termination and expiration of this Agreement.

15. TRADEMARKS

Neither Operator nor Bottler will make use of any of the other party’s (or of TCCCs) trademarks or logos (either alone or in conjunction with its or another party’s trademarks or logos) without the prior written consent of that party (or of TCCC, as applicable), and all use of the other party’s trademarks shall inure to the benefit of the trademark owner. For the purposes of this Agreement, TCCC trademarks include trademarks owned, licensed to or controlled by an entity in which TCCC has a 50% or more ownership interest.

16. GOVERNING LAW

This Agreement and any claims related to its subject matter will be governed by the laws of the State of Iowa, without references to its conflicts or choice of law principles.

17. ENTIRE AGREEMENT

This Agreement, including the attached Schedules constitutes the complete and exclusive agreement between the Parties concerning its subject matter. This Agreement supersedes all prior or contemporaneous oral or written communications with respect to the subject matter covered by this Agreement. This Agreement, including any Schedule, may be changed only by a written agreement signed by an authorized representative of both parties.

18. ASSIGNMENT

The Agreement will bind and inure to the benefit of each party’s permitted successors and assigns. Operator may not assign this Agreement without the Bottler’s prior written consent.

	Board President	05/13/2024
Authorized Operator Signature	Title	Date
Lowell Stutzman		
Printed Name		
Atlantic Bottling Company	Title	Date

**SCHEDULE A: OPERATOR PROPERTIES (“LOCATIONS”)**

The below list are the locations to be included in this agreement. Any future locations owned or operated by the Operator shall be automatically added to this Schedule.

- 1) Aldrich Elementary, 2526 Ashworth Dr.
- 2) Cedar Heights Elementary, 2417 Rainbow Dr.
- 3) Hansen Elementary, 616 Holmes Dr.
- 4) Lincoln Elementary, 321 W. 8<sup>th</sup> St.
- 5) North Cedar Elementary, 2419 Fern Ave.
- 6) Orchard Hill Elementary, 3909 Rownd St.
- 7) Southdale Elementary, 628 Orchard Dr.
- 8) Holmes Jr. High, 505 Holmes Dr.
- 9) Peet Jr. High, 525 E. Seerly Blvd.
- 10) Cedar Falls Senior High, 2701 W. 27<sup>th</sup> St.
- 11) Transportation, 2001 Fairview Drive
- 12) Warehouse, 2001 Fairview Drive
- 13) Building and Grounds, 2001 Fairview Drive,
- 14) Education Support Center, 3809 Cedar Heights Dr.
- 15) Robinson Dresser Athletic Field, 3626 W. 12<sup>th</sup> Street
- 16) James Robinson Administration Center, 1002 W. 1<sup>st</sup> Street

**SCHEDULE B: PRICING**

<b>Bottle/Can Products</b>	<b>Pack</b>	<b>2024</b>
20oz SSD	24	\$21.95
20oz Dasani	24	\$14.83
20oz Vitamin Water	12	\$17.20
20oz Powerade	24	\$21.95
14oz Core Power	12	\$27.78
12oz Minute Maid Juice	24	\$26.06
16oz Monster	24	\$42.80
Dunkin Coffee	12	\$26.94
18.5 oz Gold Peak Tea	12	\$17.51
16oz Bodyarmor	12	\$21.25

**\*\* Deposits not included**

**SCHEDULE C: EQUIPMENT**

During the Term, Bottler will loan to Operator beverage equipment (collectively, “Equipment”) at no cost (except as prohibited by law, rule, or regulation, in which case the rent charged shall be the lowest legal rate available). Loaned Equipment is provided for the sole purpose of selling Bottler products exclusively.

Permitted exceptions: None

Bottler shall retain title to all loaned Equipment. Equipment quantities shall be mutually agreed upon. Operator shall and shall cause each Location to keep such Equipment in good working order and free of all liens.

Bottler agrees to provide the following equipment:

- (3) Glass Front Vendors
- (3) 1 Door Cooler
- (11) 2 Door Coolers
- (9) Stack Vendors