



Why Coca-Cola and Schools?



Our School Vending Policy Supports Beverage Industry Guidelines:

- **All Schools:** Brand offerings are structured locally to ensure administration and parent approval and local school control. Our recommendation is to restrict offerings to younger children and allow more choices for older students. Soft drink equipment has timers that can be used to restrict hours of operation
- **Elementary Schools:** Provide only water and 8oz calorie capped 100 percent milk and juice only
- **Middle Schools:** Provide water and 10oz calorie capped 100 percent milk and juice only
- **High Schools:** Provide a variety of beverage choices to students, such as water, 12oz 100 percent juice, and low/no calorie drinks such as diet and unsweetened tea, diet sodas, low calorie sports drinks and flavored water. 12oz regular sports drinks, and light juice drinks with no more than 100 calories will also be available. At least half of all available beverages will be water, no calorie and low calorie selections.



EQUIPMENT



DALB



All Coca-Cola is provided and serviced free of charge.



My Coke Rewards

Open a Coke® and open doors for students in your community.

Show Your Support

Parents, friends and others in the community can support a school by signing up for My Coke Rewards® and donating points to registered schools.

To see if your school is registered, visit mycokerewards.com/schools. If your school is not registered, please talk to a school representative to get signed up.

What can I do?

- 1. Enter codes**
from your favorite participating My Coke Rewards products
- 2. Pick your school**
from a list of participating K-12 schools
- 3. Donate points**
to help students get rewards



Make education more rewarding

Help students grow stronger and reach higher in all aspects of life. Schools can earn a wide variety of physical, educational and skill-building rewards that empower students to learn, discover and do more every day.



Sports Gear



Go Green!
Discovery DVD Set



Cobalt Flux®
Dance System

Browse our online catalog at
www.mycokerewards.com/schools
to see all the rewards available.



More ways to help

Join us at My Coke Rewards for Schools and help make good things happen. Get your local schools to register. Work with others in your community to donate points. Spread the word about the program.

That's what living on the Coke Side of Life is about...connecting others to make things a little better in our communities.





My Coke Rewards

How My Coke Rewards works...



Marketing



**Gyros, Philly Steaks, Wings
& Coca-Cola Products**
FREE DELIVERY
(614)351-6161





discover
the secret formula of Coca-Cola

Custom POS to help
advertise specials
and business.
Ranging from:

- Window Decals
- Banners
- Signs
- Table Tents
- Custom Menu Boards



Buy any Salad for \$4.99 and get a 20oz. Coca-Cola Product FREE



Buy a Nacho Grande for \$3.99 and get a 20oz. Coca-Cola Product FREE



Buy a Gyro Combo for \$5.99 and get a 20oz. Coca-Cola Product FREE



Buy any 8 in. Sub for \$4.99 and get a 20oz. Coca-Cola Product FREE

HILLIARD BRADLEY CONCESSIONS

GO
JAGUARS!

good call

\$3.50



hot plays

Meal Deal • Sandwich • Chips • Drink	
Hot Dog Meal	\$3.50
Bratwurst Meal	\$4.00
Hamburger Meal	\$5.00
Cheeseburger Meal	\$5.50

team effort



Coca-Cola beverages

Coke	20oz Bottle	\$2.00
Coke	20oz Bottle	\$2.00
Sprite	20oz Bottle	\$2.00
Sprite	20oz Bottle	\$2.00
Sprite	20oz Bottle	\$2.00
Sprite	20oz Bottle	\$2.00

half-time munchies

Hot Dog	\$1.50
Bratwurst	\$2.00
Hamburger	\$3.00
Cheeseburger	\$3.50
Chips	\$0.50



Coca-Cola
refreshment

**allow 4-6 weeks for order to be
processed**



Sponsorship Dollars

- 5yr Coke Exclusive Contract
- \$1,000 yearly sponsorship for a total of \$5000 over the term of the contract



Your Program

Pricing-Concessions/Cafeteria

Products

Price

• 12oz carbonated/non-carbonated	\$9.83
• 20oz carbonated/non-carbonated	\$20.16
• 12oz Dasani	\$8.40
• 20oz Dasani	\$10.08
• 20oz Vitaminwater	\$28.08
• 20oz Powerade	\$20.16
• 10oz Minute Maid Juices	\$13.44
• 20oz Dasani flavors	\$9.12
• 16.9oz Fruitwater	\$11.04
• 18.5oz Gold Peak tea	\$11.76
• 20oz Smartwater	\$17.76
• 12oz Dasani Sparkling	\$10.50

- All prices subject to a 4% annual increase

•Pricing Subject to 4% increase after 1st Year



Your Program

Full Service Vending

Products	Price	Commission
• 12oz Carbonated/non-carb	\$0.75	5%
• 20oz carbonated/non-carb	\$1.25	25%
• 20oz Dasani	\$1.25	25%
• 20oz Minute Maid	\$1.25	25%
• 300ml Dasani	\$0.75	5%
• 20oz Dasani flavors	\$1.25	25%
• 20oz Powerade	\$1.50	25%
• 16.9oz Fruitwater	\$1.25	20%
• Vend rates will increase by \$0.25 in Year 3 of the contract to compensate for increase in Cost of Goods		
• Products in vending machines accessible by students will follow USDA guidelines		



Your Program

SPONSORSHIP

- Pay account annually in sponsorship fees based on agreement terms accepted \$1,000 yearly for a total of \$5,000.
- Competitive pricing on all bottled beverages sold directly thru your concessions, athletics and clubs!
- Plus custom marketing - banners and concession menu boards to help sell product – estimated at **\$1,000** per year or **\$5,000** for the term.



Service & Delivery

- **Account Management (Heidi Bushnell)**
 - Responsible for management of all outlets
 - Will visit outlets to provide up to date product information and answer any questions you may have
 - Keep key decision Makers managers abreast of new promotions, opportunities or products
- **Customer Development Center**
 - Center that handles all service emergency concerns at 888-647-2653
 - Communicates directly to Sales Centers and Service Department
 - Open 24 hours a day, 7 days a week, 365 days a year



BEVERAGE PROVIDER AGREEMENT

This agreement (the "Agreement") is made by and between Great Lakes Coca-Cola Distribution, L.L.C., a Delaware limited liability company ("Beverage Provider"), and the North Boone School District 200 having its principal place of business at 6248 North Boone School Rd. Poplar Grove, IL 61065 ("District").

WITNESSETH:

WHEREAS, Beverage Provider is dedicated to being responsive to local school needs and to improving the communities in which it does business, including by supporting youth development and education, and District has requested a variety of beverages for the use of students, faculty and staff;

WHEREAS, the Beverage Provider has adopted the Alliance for a Healthier Generation School Beverage Guidelines which were announced on May 3, 2006 by former President Clinton and Governor Huckabee of Arkansas, co-chairs of the Alliance for a Healthier Generation. Working together with the District to implement these guidelines, this school wellness effort supports teaching kids to consume a balanced diet and be physically active;

WHEREAS, District duly issued Request For Proposal for Exclusive Beverage Pouring Rights in accordance with all applicable laws and its internal rules and regulations and Beverage Provider submitted a conforming proposal in response thereto;

WHEREAS, District considered Beverage Provider's proposal as required by the terms of Request For Proposal and duly awarded the contract to Beverage Provider;

WHEREAS, such award complied with all applicable laws and the contract as embodied in this agreement is either not subject to or is exempt from any statutory or other rules, regulations or policies requiring any competitive bidding;

WHEREAS, District is vested with the appropriate authority and wishes to grant to Beverage Provider the exclusive beverage availability rights described herein with respect to all schools in the North Boone School District ("Schools") and with respect to all other facilities owned or operated by the District.

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto agree as follows:

1. Definitions.

(a) "Agreement Year" means each twelve-month period beginning with the first day of the Term.

(b) "Beverages" means all non-alcoholic 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 are deemed to be included in this definition. For the avoidance of doubt, "flavor enhancers", "liquid water enhancers", brands and products of water purification and Beverage making systems (e.g. Brita®, Soda Stream®), and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages.

(c) "Campus" means the entire premises of each and every School and facility owned or operated by District either now or in the future, including without limitation, all elementary, middle, high, post-secondary and alternative schools, athletic facilities, offices, maintenance facilities, and including for each such location, the grounds, parking lots, all buildings which are a part of the location, all cafeterias, faculty and staff lounges, dining facilities, branded and unbranded food service outlets, concession stands, press rooms, sky boxes, stadium suites, vending locations, and players' benches, sidelines and locker rooms. The defined terms "Schools" and "Stadium" are included within the collective term "Campus."

(d) "Competitive Products" means any and all Beverages other than Products (as defined herein).

(e) "Concessionaire" means any third party providing services under contract with District on Campus or to Team that directly or indirectly relates to the service of Beverages.

(f) "Products" shall mean Beverage products purchased directly from Beverage Provider or sold through vending machines owned and stocked exclusively by Beverage Provider.

(g) "Stadium" shall mean the North Boone Football Stadium and all other stadiums within the Campus including, but not limited to, the grounds, parking lots, all buildings which are part of the Stadium, all concession stands, dining facilities, branded and unbranded food service outlets, press rooms, sky boxes, stadium suites, vending and players' benches, sidelines and locker rooms.

(h) "Team" or "Team(s)" means all interscholastic athletic teams associated with District.

2. Term. Beverage Provider shall have the rights provided herein for a term of Five (5) years, beginning Oct. 1, 2016 ("Term"), unless mutually extended by written Agreement of the parties or unless sooner terminated as provided herein. Effective at the end of each full Agreement Year, either party shall have the right to terminate this Agreement, with or without cause, by giving the other party sixty (60) days advance written notice.

3. Consideration.

In order to advance the educational mission of the District, to benefit the District, its students and educators, to support school wellness efforts and in exchange for the rights granted to Beverage Provider hereunder, Beverage Provider agrees to provide the following funding, programs and other support described below. The parties intend that the use of funding will be focused on some or all of the following:

- Academic enrichment and scholarships
- Improvement of technology at the Schools
- Additional or improved educational materials
- School and Campus improvements
- Student extra-curricular activities
- Educator and Student reward and recognition programs
- Physical fitness and nutrition education programs
- Teaching kids to consume a balanced diet and be physically active

(a) Sponsorship Funding. Beverage Provider agrees to pay District an aggregate of Five Thousand Dollars (\$5000) for the entire Term (the "Sponsorship Funding"). The Sponsorship Funding will be in equal annual installments of One Thousand Dollars (\$1000). The first installment will be paid within sixty (60) days of the date that this Agreement is fully executed and subsequent payments shall be

due on the anniversary date. The Sponsorship Funding shall be deemed earned evenly on a monthly basis over the Agreement Year in which they are paid;

(b) Commissions. Beverage Provider shall pay the District commissions on full-service Beverage vending sales based on the following rates and initial vend prices:

	Vend Price Years 1&2		Vend Price Year 3-5	
		Commission %		Commission %
12oz Carbonated/non-carbonated	\$0.75	5%	\$1.00	5%
20oz Carbonated/non-carbonated	\$1.25	25%	\$1.50	25%
20oz Dasani	\$1.25	25%	\$1.50	25%
20oz Minute Maid	\$1.25	25%	\$1.50	25%
300ml Dasani	\$0.75	5%	\$1.00	5%
20oz Dasani Flavors	\$1.25	25%	\$1.50	25%
20oz PowerAde	\$1.50	25%	\$1.75	25%
16.9oz Fruitwater	\$1.25	20%	\$1.50	20%

Commission rates will remain constant for the life of the contract and Vend Rate will increase by \$0.25 in Year 3 (as indicated above) to adjust for cost of goods and operating expenses, except that Beverage Provider may at any time decrease commissions by more than that percentage in the event of a substantial increase of a material component of Beverage Provider's cost of goods, manufacture or delivery. Beverage Provider shall notify District thirty (30) days in advance prior to the date any such substantial commission decrease takes effect.

Commissions are paid based upon cash collected, after deducting legally imposed taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any.

Commissions shall not be payable on any sales from vending machines not filled or serviced by Beverage Provider. Vend prices and packages shall be in effect for the current Agreement Year. Beverage Provider may adjust the vend prices on an annual basis as necessary to reflect changes in its costs, including cost of goods. Commissions will be paid in arrears, on or about the 20th of each month with an accounting of all sales and monies.

4. Grant of Beverage Availability and Beverage Merchandising Rights. District hereby grants to Beverage Provider the following exclusive Beverage availability and merchandising rights:

(a) Beverage Availability on Campus. Beverage Provider shall have the exclusive right to make Beverages available for sale and distribution on Campus. District agrees that Products shall be the exclusive Beverages sold, dispensed, served or sampled at all locations and at all functions on the Campus. District agrees that District and all other persons serving Beverages on Campus, including without limitation Concessionaires, food service vendors, teams, and booster clubs, shall purchase all (100%) of their requirements for Products, Approved Cups and carbon dioxide from Beverage Provider. In particular, District shall cause each School administration to do the following:

(i) Offer a selection of Beverage Provider's Products to comply with the following standard Beverage guidelines (the "Guidelines") at the Schools indicated below:

Elementary Schools

- Bottled water
- Up to 8 ounce servings of milk and 100% juice¹
 - Low fat and non fat regular and flavored milk (includes nutritionally equivalent milk alternatives (per USDA), such as soy milk) with up to 150 calories per 8-ounce serving
 - 100% juice with no added sweeteners and up to 120 calories per 8-ounce serving

Middle Schools

- Same as elementary Schools, except juice and milk may be sold in 10 ounce servings
- Notwithstanding the foregoing, however, if middle School and high School students have common access to areas where Beverages are sold on a common Campus or in common buildings, then District has the option to adopt the high School standard below

High Schools

- Bottled water
- No or low calorie Beverages with up to 10 calories per 8-ounce serving
- Up to 12 ounce servings of milk, 100% juice, light juice and sports drinks
 - Low fat and non fat regular and flavored milk with up to 150 calories per 8-ounce serving
 - 100% juice with no added sweeteners and up to 120 calories per 8-ounce serving
 - Light juices and sports drinks with no more than 66 calories per 8-ounce serving
- At least 50% of Beverages on Campus must be water and no or low calorie options

Products offered at the Schools in compliance with the Guidelines shown above shall be available during the regular and extended school day and at all locations in the Schools, except where not permitted by federal or state regulations. The extended school day includes, but is not limited to, activities such as clubs, athletic practices, yearbook, band and choir practice, student government, drama, and childcare/latchkey programs. District represents and warrants that current federal and state regulations permit the sale of Beverages in Schools at least in accordance with the above Guidelines;

(ii) Obtain Beverage vending services from Beverage Provider, which shall have the exclusive right to provide Beverage vending on Campus;

(iii) Offer juice Products, juice-containing Products and other Products in cafeteria lines of all Schools, including without limitation elementary Schools, if such Products meet state, and federal nutrition and procurement regulations and the above Guidelines;

(iv) Permit Beverage Provider to place a minimum of Four (4) Beverage vending machines in mutually agreed upon locations as required to meet Beverage availability needs on Campus;

(v) Permit Beverage Provider to place vending machines in all athletic facilities operated by the District, including the Stadium;

(vi) Cause Products to be hawked in stands in Approved Cups and plastic bottles (currently twenty-ounce) at all sporting events and during all events when any items of any make or description are hawked on the Campus.

¹ For purposes of this Agreement, 100% juice is defined as 100% juice that contains at least 10% of the recommended daily value for three or more vitamins and minerals.

(b) Beverage Merchandising Rights. Beverage Provider shall have the exclusive right to merchandise Beverages on Campus including the following specific rights:

(i) Trademarks for Products shall be prominently listed on the menu boards of all food refreshment outlets on Campus;

(ii) District shall ensure that all post-mix Beverages served or pre-mix Beverages served, sold or dispensed at concessions and for Team use (including Beverages sold, served or made available in locker rooms, sidelines and players' benches) shall be served in Approved Cups.

5. Signage for Products.

Beverage Provider shall be entitled to signage locations as selected by Beverage Provider at the Schools and athletic facilities, including but not limited to advertising panels located on the Scoreboard. Such signage shall meet Beverage Provider's reasonable specifications as to design, construction, and general appearance. The location, size and appearance of any sign are subject to District approval, not to be unreasonably withheld. Without the express written consent of Beverage Provider, Beverage Provider's signage on the Campus shall not be altered, obscured in any way or draped at any time or for any reason by any person or entity, including any broadcaster. District shall maintain the Scoreboard, all signs and other promotional materials for Products in good order and repair. All lighted signs and panels promoting Products (including lighted concession advertising) shall be fully illuminated at all events on the Campus for which any signs are illuminated. Beverage Provider shall have the right of access to its permanent signage at all reasonable times for the purpose of replacement or removal of the same or to modify, change or alter the promotional messages appearing thereon at Beverage Provider's cost and discretion, subject to District approval of content, not to be unreasonably withheld.

6. Competitive Products. during the entire Term and any renewal or extension thereof:

(a) No Competitive Products may be sold, dispensed or served anywhere on the Campus.

(b) No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere on the Campus, including locker rooms, sidelines and players benches.

(c) No agreement or relationship will be entered into or maintained by District pursuant to which Competitive Products are associated in any manner with the Campus, Schools, Stadium, Teams and/or events at the Stadium in any advertising, promotional activity or other endeavor which creates or tends to create the impression of a relationship or connection between Competitive Products and Campus, Schools, Stadium, Teams and/or events at the Stadium.

7. Pricing. During Agreement Year one, Beverage Provider agrees to offer District trade letter pricing as set forth in **Exhibit A**. During the remainder of the Term, Beverage Provider shall be entitled to increase prices for Products once per Agreement Year.

8. Concessionaires. If, during the Term, District elects to contract with a Concessionaire, District will cause Concessionaire to purchase from Beverage Provider all requirements for Products, Approved Cups, lids and carbon dioxide, as applicable. Such purchases will be made at prices and on terms set forth in Beverage Provider's existing agreement with such Concessionaire, if any. If no agreement exists between Concessionaire and Beverage Provider, such purchases will be made at prices and on terms set forth in this Agreement. District acknowledges that there will be no duplication of allowances, funding or benefits (including pricing) to District or a Concessionaire if such Concessionaire has an existing agreement with Beverage Provider. If such Concessionaire requires Beverage Provider to pay Concessionaire funding or

to provide Products pursuant to prices under the separate agreement with Concessionaire, then District agrees that Beverage Provider may deduct such duplicate funding and lost margin on such lower cost Products paid or sold to Concessionaire from any payment made by Beverage Provider to District.

9. Equipment and Service

(a) During the Term, Beverage Provider will loan to District pursuant to the terms of Bottler's Equipment Placement Agreement, at no cost all Beverage dispensing equipment ("**Equipment**") which is reasonably required in Beverage Provider's discretion to dispense Products at the Campus. District represents and warrants that electrical service on the Campus is proper and adequate for the installation of Equipment, and District agrees to indemnify and hold harmless Beverage Provider from any damages arising out of defective electrical services.

(b) District agrees (i) it will execute documents evidencing Beverage Provider's ownership of the Equipment, (ii) upon request of Beverage Provider, District will execute Beverage Provider's Equipment Placement Agreement ("BPEPA"), however, if any of the terms of the BPEPA are in conflict with the terms of this Agreement, this Agreement will control, (iii) the Equipment may not be removed from the Campus without Beverage Provider's written consent, (iv) District will not encumber the Equipment in any manner or permit any attachment thereto except as authorized by Beverage Provider for the Equipment, and (v) District will be responsible to Beverage Provider for any loss or damage to the Equipment, reasonable wear and tear excepted.

(c) Beverage Provider will provide District with reasonable, free service to its Equipment. All equipment service will be provided during normal business hours. Beverage Provider shall not be obligated to provide service hereunder during periods in which it is prevented from doing so due to strikes, civil disturbances, unavailability of parts or other causes beyond the control of Beverage Provider. Beverage Provider shall not be liable for damages of any kind arising out of delays in rendering service.

10. Remedies for Loss of Rights.

(a) In addition to any other legal or equitable remedy, District will have the right to terminate this Agreement upon forty-five (45) days prior written notice to Beverage Provider at any time if:

(i) Beverage Provider fails to make any payment due under this Agreement, and if such default continues uncured for the forty-five day period referenced in this Section 11(a); or

(ii) Beverage Provider breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in this Section 11(a).

(b) In addition to any other legal or equitable remedy, Beverage Provider will have the right to terminate this Agreement upon forty-five (45) days prior written notice to District at any time if:

(i) District breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in this Section 11(b); or

(ii) District's right to convey the promotional and Beverage availability rights contained in this Agreement expire or are revoked; or

(iii) Any material component of the Campus is closed for a period of one hundred twenty (120) days or more.

(c) Upon termination of this Agreement for any reason, except as set forth in Section 11(a), District will refund any prepaid Sponsorship Funding pro-rated to the date of termination or, if earlier, the date of any default hereunder by District and District will refund a pro rata portion of the cost of refurbishing and installing the Equipment.

(d) If any material component of the Campus is closed for more than thirty (30) consecutive days, but less than one hundred twenty (120) consecutive days, Beverage Provider may extend the Term for a corresponding period, whether or not such closure is due to a cause beyond the reasonable control of District.

(e) Beverage Provider shall have the right to withhold and not pay further Sponsorship Funding or any other amounts which may become payable to District pursuant to this Agreement if: (i) District has failed to perform its obligations hereunder, (ii) Beverage Provider's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties.

12. Notices. Any notices or other communication hereunder shall be in writing, shall be sent via registered or certified mail, and shall be deemed given when received.

If to Beverage Provider:

Great Lakes Coca-Cola Distribution L.L.C.
6250 N. River Road Suite 9000
Rosemont, Illinois 60018
Attention: Bill Levine

with a copy to:

Great Lakes Coca-Cola Distribution L.L.C.
6250 N. River Road Suite 9000
Rosemont, Illinois 60018
Attention: General Counsel

If to District:

North Boone School District 200
6248 North Boone School Road
Poplar Grove, IL 61065
Attention: Julia Saunders

TERMS AND CONDITIONS

Representations, Warranties and Covenants

(a) Representations, Warranties and Covenants of District. District represents, warrants and covenants to Beverage Provider as follows:

(i) District Authority. District has full power and authority to enter into this Agreement and to grant and convey to Beverage Provider the rights set forth herein.

(ii) District Binding Obligation. All necessary approvals for the execution, delivery and performance of this Agreement by District have been obtained, and this Agreement has been duly executed and delivered by District and constitutes the legal and binding obligation of District enforceable in accordance with its terms.

(iii) No Conflict With Other Agreements. District has not entered into, and during the Term of this Agreement, will not enter into (a) any other agreements (including agreements with any broadcaster or any other Beverage providers of the Campus, Schools, Stadium and/or the Teams) which would prevent it from fully complying with the provisions of this Agreement or (b) any agreement granting Beverage availability and merchandising rights that are inconsistent with the rights granted to Beverage Provider pursuant to this Agreement, including any agreements with Concessionaires or third party food service operators, vending companies, boosters, parents and student groups, and/or other entities which sell, distribute or advertise Beverages and/or food (including agreements with broadcasters or other Beverage Providers of the Campus, Schools, Stadium and/or the Teams). District further covenants that it will require compliance with the relevant provisions of this Agreement by third party food service operators, vending companies, Concessionaires, boosters, parent and student groups, and/or other entities which sell, distribute or advertise Beverages and/or food on the Campus, or which sponsor events on the Campus.

(iv) The Request for Proposal (the "RFP") was duly authorized and issued by the District in conformance with all applicable laws, rules, regulations and policies and procedures, including without limitation those adopted or otherwise established or adhered to by the District (collectively, the "Laws"); the RFP and the transactions contemplated thereby are exempt from the statutory bidding requirements or other requirements set forth in the Laws; the proposal submitted by the Beverage Provider in response to the RFP conformed with the requirements of the RFP; the District duly reviewed the proposal in accordance with the terms of the RFP and with all applicable Laws; and in accepting the proposal and awarding the contract contemplated by the RFP to the Beverage Provider, it satisfied all Laws.

(v) At all times relevant to the RFP and this Agreement, the District has been and will be in compliance with all Laws.

(vi) The Agreement and the undertakings of the Beverage Provider set forth therein are exempt from any laws relating to the payment of a prevailing wage, i.e., 820 ILCS 130/0.01, et seq., and the Beverage Provider is not therefore required to comply with any such laws.

(vii) At all times relevant to the RFP and this Agreement, the District has complied in all respects with Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1, et seq. and certifies that neither the District nor the Beverage Provider has engaged in conduct which could be construed to constitute a violation of the foregoing Article 33E.

(b) Representations and Warranties and Covenants of Beverage Provider. Beverage Provider hereby represents, warrants and covenants as follows:

(i) Authority. Beverage Provider has full power and authority to enter into and perform this Agreement.

(ii) Binding Agreement. All necessary approvals for the execution, delivery and performance of this Agreement by Beverage Provider, have been obtained, and this Agreement has been duly executed and delivered by Beverage Provider, and constitutes the legal and binding obligation of Beverage Provider, enforceable in accordance with its terms.

(iii) No Conflict With Other Agreements. Beverage Provider has not entered into and during the Term of this Agreement, will not enter into, any other agreements which would prevent it from fully complying with the provisions of this Agreement.

(c) General. Each of the parties hereto agree that the representations, warranties and covenants contained herein shall survive the execution and delivery, and if appropriate the termination, of this Agreement.

Assignment. This Agreement or any part hereof shall not be assigned or otherwise transferred by either party without the prior written consent of the other party. Notwithstanding the foregoing, Beverage Provider shall be entitled to assign its rights and obligations under this Agreement pursuant to the sale of substantially all of its assets.

Claims. In no event will Beverage Provider accept any audits of, or claims of discrepancies or errors in, pricing, rebates, commissions, funding, discounts, or other consideration provided under this Agreement ("Claims") more than one (1) year from the date of invoice or the date of funding or consideration, as applicable. In order to present Claims within forty-five (45) days of the date of invoice, commission report, check or other applicable documentation, District shall provide Beverage Provider a detailed, written request specifying the particular price, commission, funding, product, amount in dispute and reason for dispute, along with a true copy of the original invoice, commission report, check or other applicable documentation. In order to present Claims later than forty-five (45) days from the date of invoice (but not more than one (1) year from the date of invoice), District shall provide to the Beverage Provider a request as specified above, and, in addition, submit true copies of any check remittances, and any other relevant documentation showing proof of Claim. Beverage Provider will review each Claim in good faith and provide responses to each properly-made Claim. Beverage Provider will work directly with the District to resolve any Claims or audit issues, but will not interact with third-party auditors or contractors. Any audits requested by District shall take place during normal business hours and shall be conducted at Beverage Provider's place of business.

Modifications. No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto. This Agreement may be amended only in writing signed by each of the parties hereto.

Relationship of Parties. The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating 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.

Retention of Rights. District shall not obtain, by this Agreement, any right, title or interest in the trademarks of The Coca-Cola Company, nor shall this Agreement give District the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of The Coca-Cola Company.

Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to its conflict of law rules. Any litigation arising from or related to this Agreement shall be brought exclusively in Federal or State Court in Chicago, Illinois and the parties agree to submit to the jurisdiction of such courts. The prevailing party in any litigation shall be entitled to an award of its reasonable attorney's fees and costs and expenses.

Applicable Law. Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

Confidentiality During the Term, and for a three (3) year period thereafter, the parties shall keep the terms of this Agreement confidential.

Jury Waiver. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.

Captions. The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provisions set forth herein.

Entire Agreement. This Agreement shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, Agreements, promises or statements, either oral or written, by and between either party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date last below written.

Beverage Provider:

By: _____

Printed Name: _____

Title: _____

Date: _____

District:

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

Pricing Schedule*

12oz Carbonated/non-carbonated cans	\$9.83
20oz Carbonated/non-carbonated bottles	\$20.16
12oz Dasani bottles	\$8.40
20oz Dasani bottles	\$10.08
20oz Vitaminwater	\$28.08
200z Powerade	\$20.16
10oz Minute Maid Juices	\$13.44
20oz Dasani flavored water	\$9.12
16.9oz Glaceau Fruitwater 12PK	\$11.04
18.5oz Gold Peak tea 12PK	\$11.76
20oz Smartwater	\$17.76
12oz Dasani Sparkling	\$10.50

*All prices subject to a 4% annual increase

*All prices are per standard physical case and exclusive of taxes, deposits, handling fees, and recycling fees.