

**New Hampton School District  
710 West Main  
New Hampton, Iowa 50659**



This agreement is entered into between, New Hampton School District hereinafter referred to as “subject properties” and ATLANTIC BOTTLING COMPANY who agree to the following terms and conditions:

**TERMS OF AGREEMENT**

Atlantic Bottling agrees to pay \$ 22,000.00 for exclusivity for a Term of five (5) years beginning 9/2/19 through 9/1/2024.

**Payment schedule:**

Year 1: \$10,000

Year 2-5 \$3,000 each consecutive year.

Payment shall be mailed to: \_\_\_\_\_

1. **EXCLUSIVE DEFINITION.** Subject properties agree to offer Coca-Cola fountain products and ready-to-drink bottled products exclusively during term. Customer shall purchase all Atlantic Bottling Products (and cups, lids, and CO2, if applicable) directly from Atlantic Bottling Company. No Competitive Products may be sold, dispensed, sampled or served anywhere at the Facility.

Permitted Exceptions: None

2. **PRICING. See Schedule A. PRICING**

Atlantic Bottling 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.

3. **CASE REBATE:**

Atlantic Bottling agrees to pay a case rebate on each case of non-vended 20oz bottles purchased. Case rebates are paid annually.

Rebate Amount: \$ 4.00 / Case

Package: 20oz bottles

Annual payment based on 800 estimated cases per year = \$3,200 per year.

4. **ANNUAL SCHOLARSHIP**

Atlantic Bottling will provide an annual scholarship of \$300 for the term of the agreement. Scholarship recipient will be determined by New Hampton School District.

5. **VENDING COMMISSIONS**

Atlantic Bottling agrees to pay the following commissions for full service vending:

20oz Powerade, 20oz Dasani, 20oz Smartwater, Vitamin Water, Juice: 18%

**6. EQUIPMENT See Schedule B. EQUIPMENT**

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

Atlantic Bottling Company shall provide repair service at no cost to Customer for all regular service. Any service necessitated by damage or adjustments to the equipment resulting from misuse, abuse, service by unauthorized personnel (collectively called "Special Service Calls") shall not be provided free of charge. Charges for Special Service Calls will be charged at Atlantic Bottling's current rate and will be deducted from earned funding or invoiced to the Customer.

**7. TERMINATION**

If Subject Properties breaches any of its obligations set forth in the Agreement, then at its option and not as its sole remedy, Atlantic Bottling Company may terminate this Agreement, and Subject Properties shall (i) return any Equipment, and (ii) pay to Atlantic Bottling Company the unearned portion of the conversion fees, sponsorship payments, rebate payments, and/or the cost of any permanent signage or scoreboard(s) provided as part of this agreement. Payment shall be based on the number of months remaining in the Agreement.

**8. CONFIDENTIALITY**

Each party agrees to keep the terms of this proposal confidential. No party will disclose the terms of this proposal in any way without the prior written consent of the other party, unless required to do so by operation of the law and then only after prior reasonable consultation with the other party.

**SCHEDULE A: PRICING**

Package	Price	Count
20oz CSD	\$20.84	24 btl
20oz Powerade	\$20.84	24 btl
20oz Dasani	\$12.16	24 btl
18.5oz Gold Peak Tea	\$12.73	12 btl
20oz Vitamin Water	\$25.47	24 btl
20oz Smart Water	\$24.31	24 btl
16oz body Armor	\$17.50	12 btl
12oz Juice	\$21.00	24 btl

**\*\* Deposits not included**



**SCHEDULE B: EQUIPMENT**

During the Term, Atlantic Bottling Company will loan to SUBJECT PROPERTIES beverage 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 beverage equipment is provided for the sole purpose of Selling Atlantic Bottling Products exclusively.

Permitted exceptions: \_\_\_\_\_

Atlantic Bottling shall retain title to all loaned equipment. Equipment quantities shall be mutually agreed upon.

Atlantic Bottling will provide the following equipment:

- 3-Two door reach in coolers
- 5-Single door reach in coolers
- 1-Glass Front Vending machine
- 2-Stack vending machines

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Authorized Customer Signature	Title	Date
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Printed Name

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Atlantic Bottling Company	Title	Date
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