

AGENDA

AUGUST 5, 2021

10. SUPERINTENDENT'S REPORT

B. BUSINESS SERVICES

***1. Advertising and Exclusivity Agreement with Cleveland Coca-Cola Bottling**

Be it resolved upon the recommendation of the Superintendent that the Treasurer be authorized to enter into a five (5) Advertising and Exclusivity Agreement beginning August 2021 with Cleveland Coca-Cola Bottling Company, Inc.

(Exhibit)

EXCLUSIVE BEVERAGE AGREEMENT

This exclusive beverage agreement (the "**Agreement**") is made by and between **ABARTA Coca-Cola Beverages, LLC** ("**Beverage Provider**"), and **Strongsville City Schools**, having its principal place of business at 18199 Cook Avenue, Strongsville, OH 44136 ("**School 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 School District has requested a variety of beverages for the use of students, faculty and staff; and

WHEREAS, School District is vested with the appropriate authority by the Strongsville City School Board (the "**School Board**") and wishes to grant to Beverage Provider the exclusive beverage availability rights described herein.

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, 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. For the avoidance of doubt, "flavor enhancers", "liquid water enhancers", and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages. "Beverage" or "Beverages" shall 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 Facility.

(c) "Campus" means the entire premises of every school and facility owned by School District including all now or after-acquired property, including without limitation, all elementary, middle, high and alternative schools (individually "School" and collectively, "Schools"), athletic facilities and Stadiums, 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.

(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 School 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.

(h) "Stadium" shall mean the Pat Catan Stadium, which is located at 20025 Lunn Road, Strongsville, OH 44136, 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.

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

2. Term.

The term ("Term") of this Agreement shall begin as of August 1, 2021 ("Effective Date"), and shall continue until July 31, 2026 ("Primary Term") or until such time as the School District has purchased a combination of Twenty Thousand Eight Hundred and Sixty-Five (20,865) raw cases/gallons of Products from Beverage Provider ("Volume Commitment Term"), whichever occurs last (the Primary Term together with the Volume Commitment Term, if any, shall be the "Term" of this Agreement).

3. Consideration.

In order to advance the educational mission of the School District, to benefit the School District, its students and educators, to support School District 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 School District Sponsorship Fees and Scholarship Fees as per the below tables during the Term (collectively the "Sponsorship Funding").

Sponsorship Fee Installment Amount	Agreement Year
\$ 10,000.00	Payable as per section 3(a)
\$ 10,000.00	Year 2
\$ 10,000.00	Year 3
\$ 10,000.00	Year 4
\$ 10,000.00	Year 5

Scholarship Fee Installment Amount	Agreement Year
\$ 1,500.00	Payable as per section 3(a)
\$ 1,500.00	Year 2
\$ 1,500.00	Year 3
\$ 1,500.00	Year 4
\$ 1,500.00	Year 5

The first installment shall be payable within sixty days (60) following the later of (i) the date this Agreement is fully executed, or (ii) the date School District demonstrates to Beverage Provider's satisfaction that its Campus is fully open and operational. Subsequent installment amounts are paid as set forth in the above Sponsorship Fee and Scholarship Fee tables. For purposes of section 3(a) of this Agreement, the Campus is fully open and operational when there are no governmental or other restrictions limiting the ordinary course operations of the School District, including restrictions on student and public physical access to the Campus, hours of operation, or other similar limitations. The Sponsorship Funding shall be deemed earned over the entire Term.

(b) Rebates. Beverage Provider will pay School District a rebate for each raw case of Product purchased from Beverage Provider and paid for by School District for sale on the Campus as follows:

Product Description	Rebate per Raw Case
PET 200Z/591 ML LS FLAVORS SSD **	\$2.50
PET 200Z/591 ML LS CORE SSD	\$2.50
VITAMINWATER PET 200Z/591 ML LS 12CT	\$1.25
POWERADE PET 200Z/591 ML 8PK ***	\$2.50
DASANI PET 200Z/591 ML LS (includes Flavors)	\$2.50

** Includes Minute Maid Refreshments and FUZE Refresh products.

*** Includes all package configurations in the event of a substitution.

The Rebates shall be paid quarterly, in arrears, within sixty (60) days of the end of each applicable three-month period in which the Rebate was earned, and will be based on Beverage Provider's case sales records. Rebates shall not be earned for sales of Products through Beverage Provider's full service vending machines.

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

Product Description	Initial Vend Price	Commission %
PET 20OZ/591 ML LS TTL SSD	\$1.75	35%
DASANI PET 20OZ/591 ML LS	\$1.75	35%
VITAMINWATER PET 20OZ/591 ML LS 12CT	\$1.75	35%
POWERADE PET 20OZ/591 ML 8PK ***	\$1.75	35%
POWERADE PET 12OZ/355 ML 6PK	\$1.00	35%
BODY ARMOR 16OZ/473ML LS	\$2.00	35%
GOLD PEAK PET 18.5OZ/547 ML LS	\$2.00	35%
PET 20OZ/591 ML LS CORE SSD	\$1.25	35%
DASANI PET 20OZ/591 ML LS (includes Flavors)	\$1.25	35%

** Includes Minute Maid Refreshments and FUZE Refresh products.

*** Includes all package configurations in the event of a substitution.

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.

Vend prices and packages shall be in effect for the current Agreement Year. Vend rates in Agreement Year Three (3) will increase by Twenty-Five Cents (\$0.25). 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 quarterly in arrears, on or about the 20th following each three-month period with an accounting of all sales and monies.

(d) Other Consideration: Beverage Provider shall provide the following to the School District:

(i) Beverage Provider will make available marketing funds not to exceed the amounts listed below to be used to support mutually agreed upon marketing and promotional activities (including Powerade branded gear, but excluding donated products) ("Marketing Funds"). Any Marketing Funds not applied during the designated Agreement Year will not carry over to future years and will be retained by Beverage Provider.

Powerade Branded Gear Annual Amount	Agreement Year
\$ 1,000.00	Year 1
\$ 0.00	Year 2
\$ 625.00	Year 3
\$ 0.00	Year 4
\$ 625.00	Year 5

(ii) Each Agreement Year, Beverage Provider shall provide School District with up to 100 raw cases of complimentary Products of Beverage Provider's choosing. Such complimentary Products will be provided to School District upon reasonable advance request. School District must request all available complimentary Products during the course of each Agreement Year. If

School District does not request all available complimentary Products by the end of each Agreement Year, then any complimentary Products remaining at the end of each Agreement Year shall be forfeited by School District and retained by Beverage Provider with no further obligation. Beverage Provider shall have no duty to provide complimentary Products during the Volume Commitment Term.

4. Grant of Beverage Availability and Beverage Merchandising Rights. School 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. School District agrees that Products shall be the exclusive Beverages sold, dispensed, served or sampled at all locations and at all functions on the Campus. School District agrees that School District and all other persons serving Beverages on Campus, including without limitation Concessionaires, Teams, and booster clubs, shall purchase all (100%) of their requirements for Products from Beverage Provider. In particular, School District shall cause its 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 School indicated below:

Elementary:

- bottled water, including carbonated (no size limit)
 - low-fat unflavored milk and non-fat milk (including flavored) and milk alternatives (8 oz or less)
 - 100% juice, including diluted with water (with or without carbonation) and no added sweeteners (9 fl oz or less)
- No caffeine, except for trace amounts of naturally occurring.

Middle:

- same as elementary, except serving sizes for milk and 100% juice/diluted juice increase to 12 ounces
- No caffeine, except for trace amounts of naturally occurring.

High:

- plain bottled water, including carbonated (no size limited)
- low-fat unflavored milk and non-fat milk (including flavored) and milk alternatives (12 fl oz or less)
- 100% juice, including diluted with water (with or without carbonation) and no added sweeteners (12 fl oz or less)
- Diet beverages up to 20 fl oz (defined as those that are labeled to contain less than 5 calories per 8 fl oz, or less than or equal to 10 calories per 20 fl oz)
- Mid-calorie beverages that are 40 calories or less per 8 fl oz, capped at 60 calories in a 12 fl oz portion size
- Caffeine Permitted.

Products offered at the School District in compliance with the Guidelines shown above shall be available during the regular and extended school day and at all locations in the School District, 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. School District represents and warrants that current federal and state regulations permit the sale of Beverages in School 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 School, if such Products meet state, and federal nutrition and procurement regulations and the above Guidelines;

(iv) Permit Beverage Provider to place 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 School District, including any Stadium;

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

(vii) 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.

(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;

5. Signage for Products.

Beverage Provider shall be entitled to mutually agreed upon signage on the Campus.

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 Campus.

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

(c) No agreement or relationship will be entered into or maintained by School 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 the first Agreement Year, Beverage Provider agrees to offer School District pricing as set forth in the Pricing Exhibit. Such prices shall remain in effect until July 31, 2022. Thereafter, during the remainder of the Term, such prices will be subject in the sole discretion of Beverage Provider to an annual increase of four percent (4%) over the previous Agreement Year's price, except in the event of a substantial increase in a material component of Beverage Provider's cost of goods, manufacture or delivery, in which case Beverage Provider may increase prices to cover such increased costs. Annual price increases shall occur automatically on August 1.

8. Concessionaires. If, during the Term, School District elects to contract with a Concessionaire, School District will cause Concessionaire to purchase from Beverage Provider all requirements for Products, 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. School District acknowledges that there will be no duplication of allowances, funding or benefits (including pricing) to School 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 School 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 School District.

9. Equipment and Service

(a) During the Term, Beverage Provider will provide to School District all Beverage dispensing equipment ("**Equipment**") which is reasonably required in Beverage Provider's sole discretion to dispense Products at the Campus. The Equipment shall be used exclusively for Products sold by Beverage Provider. School District represents and warrants that electrical service on Campus is proper and adequate for the installation of Equipment, and School District agrees to indemnify and hold harmless Beverage Provider from any damages arising out of defective electrical services.

(b) School District agrees (i) it will execute documents evidencing Beverage Provider's ownership of the Equipment, (ii) upon request of Beverage Provider, School 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) School District will not encumber the Equipment in any manner or permit any attachment thereto except as authorized by Beverage Provider for the Equipment, (v) School District will not attempt to repair or replace any of the Equipment, and (vi) School 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 School District with reasonable, free service to the 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, School 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 10(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 10(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 School District at any time if:

(i) School 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 10(b); or

(ii) School 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 10(a), all Sponsorship Funding will immediately cease and School District will refund any prepaid Sponsorship Funding pro-rated to the date of termination or, if earlier, the date of any default hereunder by School District and School District will refund a pro rata portion of the cost of refurbishing and installing the Equipment. In addition, Beverage Provider will be afforded reasonable access to the Campus to remove its 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 School District.

(e) If (i) any of the rights granted to Beverage Provider herein are materially restricted or limited during the Term or (ii) if there is a closing of any material component of the Campus, or (iii) a Team fails to play all of its scheduled home games on Campus for a period of more than thirty (30) consecutive days during its scheduled season, or (iv) the School District's enrollment declines below 4,400, or (v) the standard school year is shortened, or (vi) government or other regulation limits or prohibits the availability of Beverages as outlined in Section 4; (whether or not any event is due to a cause beyond the reasonable control of School District including a strike or other work stoppage), or (vii) Bottler is prevented from selling Products in all package forms including, without limitation, single use plastic bottles or containers,

then in addition to any other remedies available to Beverage Provider, Beverage Provider may elect, at its option, to adjust the Sponsorship Funding to be paid to School District for the then remaining portion of the Term (and School District will pay to Beverage Provider a pro rata refund of any prepaid amounts and a pro rata refund of the costs of refurbishing and installing the Equipment), or to extend the Term of this Agreement, to reflect the diminution of the value of rights granted hereunder to Beverage Provider. In the event Beverage Provider elects to exercise its right to such adjustment and refund, School District may, at its option, within ten (10) days following receipt of notice of any adjustment, notify Beverage Provider of its disagreement with the amount of the adjustment. The parties will then attempt in good faith to resolve the disagreement over such adjustment. If the parties cannot, after good faith negotiations, resolve the matter, Beverage Provider may exercise the right of termination described in Section 10(b) above.

(f) Beverage Provider shall have the right to withhold and not pay further Sponsorship Funding or any other amounts which may become payable to School District pursuant to this Agreement if: (i) School 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.

11. 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:

ABARTA Coca-Cola Beverages, LLC
200 Alpha Drive
Pittsburgh, PA 15238
Attention: Director, On Premise Sales

with a copy to:

Stonecipher Law Firm
125 1st Ave.
Pittsburgh, PA 15222
Attention: George T. Snyder, Esquire

If to School District:

Strongsville Board of Education
Strongsville City Schools
18199 Cook Avenue
Strongsville, OH 44136
Attention: Superintendent

12. Representations, Warranties and Covenants

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

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

(iii) No Conflict With Other Agreements. School 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). School 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 Campus, or which sponsor events on Campus.

(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.

13. Assignment. School District may not assign this Agreement without the prior written consent of Beverage Provider. Beverage Provider may assign all or part of its rights and obligations under this Agreement to any licensed bottler of The Coca-Cola Company ("Company"), Company or any of Company's subsidiaries.

14. 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 ("Claim" or "Claims") more than one (1) year from the date of invoice or the date of funding or consideration, as applicable. In order to make a Claim within forty-five (45) days of the date of invoice, commission report, check or other applicable documentation, School 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 copy of the original invoice, commission report, check or other applicable documentation. In order to make a Claim later than forty-five (45) days from the date of invoice (but not more than one (1) year from the date of invoice), School District shall provide to the Beverage Provider a request as specified above, and, in addition, submit 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 School District to resolve any Claims or audit issues, but will not interact with third-party auditors or contractors. Any audits requested by School District shall take place during normal business hours and shall be conducted at Beverage Provider's place of business.

15. 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.

16. Relationship of Parties. The parties are acting herein as independent contractors. Nothing herein 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. Beverage Provider and any person employed by or conducting business with School District shall not be a partner, employee, agent or joint venture of School District. The sole relationship of the parties hereto created by this Agreement is that of licensor and licensee. No goods or equipment shall be purchased in the name of School District by Beverage Provider or any person employed by or conducting business with Beverage Provider nor shall any goods or equipment be purchased by School District in the name of Beverage Provider. No debts, liabilities, obligations or contracts of whatever kind made or incurred by either of the parties hereto or any person employed by or conducting business with said party shall be in the name or upon the credit of the other party, and the other party shall not be liable or responsible therefore.

17. Retention of Rights. School 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 School 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.

18. Governing Law. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

19. 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.

20. 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.

21. 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.

22. Savings Clause. If any provision of this Agreement shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall continue to be enforceable in accordance with their respective terms, except that this clause shall not deprive any party of any remedy afforded under this Agreement.

23. 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 any party.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement by facsimile, e-mail or other means of electronic transmission (including pdf) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

ABARTA Coca-Cola Beverages, LLC

By: 

Printed Name: Gary Bosnic

Title: Director, Food Service On-Premise

Date: Aug 11, 2021

Strongsville City Schools

By: 

Printed Name: George K. Anagnostou

Title: Treasurer

Date: August 5, 2021

PRICING EXHIBIT

Initial Pricing Schedule*

Product Description	Price per Raw Case
PET 20OZ/591 ML LS FLAVORS SSD **	\$27.36
PET 20OZ/591 ML LS CORE SSD	\$27.36
VITAMINWATER PET 20OZ/591 ML LS 12CT	\$18.11
POWERADE PET 20OZ/591 ML 8PK ***	\$27.36
DASANI PET 20OZ/591 ML LS (includes Flavors)	\$17.85
DASANI PET 16.9OZ/500 ML 24PK	\$9.39
HONEST TEA PET 16.9OZ/500 ML LS	\$20.48
DASANI PET 12OZ/355 ML 8PK	\$12.63
AHA ALUM CAN 16OZ/473ML 24CT LS	\$18.72
POWERADE PET 12OZ/355 ML 6PK	\$18.24
MINUTE MAID JUICES PET 10OZ/295 ML LS	\$18.24
TUM-E YUMMIES PET 10.1OZ/300 ML LS	\$9.64
GOLD PEAK PET 18.5OZ/547 ML LS	\$19.93
SMARTWATER PET 1 LITER LS	\$21.59
SMARTWATER PET 23.7OZ/700 ML LS	\$33.78
BODY ARMOR 16OZ/473ML LS	\$17.50
BODY ARMOR 12OZ/355ML 8PK	\$18.54

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

** Includes Minute Maid Refreshments and FUZE Refresh products.

*** Includes all package configurations in the event of a substitution.