MASCHIO'S TRUCKING, LLC

Where Dependability, Integrity, and Food Safety Count!

Delivery Service Agreement

This Delivery Service Agreement ("Agreement") is made as of 7/01/2026, by and between Maschio's Trucking, LLC ("MT") and Green Twp. ("Customer").

1. Services. Subject to the terms and conditions of this Agreement, Customer retains MT to provide delivery services to Customer. MT agrees to provide temperature controlled delivery services to locations provided by Customer, including pick up and delivery of USDA Commodities from Newark Refrigerated Warehouse or Vineland Warehouse to Customer's school(s). All deliveries shall be made between 6:00 AM and 2:00 PM, Monday through Friday, excluding holidays, unless otherwise stated.

2. Payment Terms. For MT's services under this Agreement, Customer will pay to MT the sum of $194.95 for delivery of 1 to 49 cases. A flat rate of $3.95 will be charged for each delivered case exceeding 49 cases. An additional amount of $20.00 for each stop will be charged for multiple deliveries within Customer's district. Additionally, a fuel surcharge of $10.95 per delivery may be charged. MT will provide Customer with monthly billing statements and Customer will submit payment to MT within 30 days of the statement date.

3. Access. Customer hereby grants to MT and its employees, agents and independent contractors access and entrance to its facilities and premises, including those of Customer's schools, to the extent necessary or appropriate for MT to provide its services under this Agreement. Customer shall fully cooperate with MT and provide MT with such information and documents that are necessary or required, or as reasonably requested by MT, for MT to provide its services under this Agreement.

4. Term. The term of this Agreement is for the 2026-2027 school years starting on 7/1/2026 and ending on 6/30/2027. Either party may terminate this Agreement upon breach of this Agreement by the other party and the breach is not cured within 15 days of notice of such breach.

5. Independent Contractor. MT will provide services under this Agreement as an independent contractor. No employer-employee relationship will exist or be deemed to exist between Customer and MT, MT's employees or agents as a result of, or in connection with this Agreement.

6. Miscellaneous. This Agreement contains the entire understanding of the parties and may be amended only in writing signed by both parties. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey without regard to its conflict of law rules. The reasonable attorneys' fees, costs and expenses of the prevailing party will be paid by the non-prevailing party in any action to enforce this Agreement or to seek remedies as a result of a breach of this Agreement. In no event shall MT be liable to Customer or any third party for any special, indirect, exemplary, incidental, or consequential damages arising out of this Agreement. Each party represents that the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all requisite action on the part of such party. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Delivery Service Agreement as of the date first written above.

[FORMAL NAME OF CUSTOMER]:

By:_____
[NAME & TITLE]

MASCHIO'S TRUCKING, LLC:



By:_____
Brian M. Erdman – Director of Transportation