



**The College of the Florida Keys
5901 College Road
Key West, FL 33040**

In return for a three year exclusive agreement, Refreshment Services Pepsi agrees to:

1:Provide and maintain at no charge all necessary vending machines and equipment needed to dispense Refreshment Services Pepsi products.

2:Provide route service as necessary to keep the vendors full.

3:Provide repair service as needed on all equipment.

4:Provide 20 cases per month at no charge for events held at the college during each school calendar year. The College representative will call or email for delivery, track total usage, and the Vendor will invoice the College at zero balance.

5:Refreshment Services Pepsi will pay the following. \$9,000 guaranteed commission per year, commission will be paid monthly by the 25th of the month. Vendor will pay any difference between the monthly sales for the previous fiscal year and the guaranteed amount. Any differences owed to the College will be paid by Refreshment Services Pepsi by the July 15th so that it may be properly accounted for in the College's financial records.

The College of the Florida Keys agrees to the following:

1:Use Refreshment Services Pepsi as it's sole provider of beverages. "Beverages" shall mean all carbonated and non-carbonated nonalcoholic beverages included but no limited to soft drinks, ready to drink coffee, protein drinks mixers, flavored and non flavored waters, fruit punches and ades, isotonic energy and fluid replacement drinks(sometimes referred to as "sport drinks"),tea drinks, and all drink and beverage bases, whether in the form of syrups, powders, crystals, concentrates or otherwise from which such drink and beverages are made.

2:Not allow a competitor to place any beverage dispensing equipment on the campus during the duration of this contract.

3:Provide Refreshment Services Pepsi with the first right of refusal to renew or match a competitive offer upon expiration of this contract.

The College of the FL Keys
Representative

R.S.I. Representative

Date