



## AGREEMENT

This Agreement (this "Agreement") is made and entered into this 1st day of May 2025 (the "Effective Date") by and between Ozarks Coca-Cola/Dr. Pepper Bottling Company, a Missouri corporation of Springfield, Missouri ("Ozarks") and the City of Willard, Willard, Missouri (the "City").

In consideration of the mutual promises contained in this Agreement, the parties agree to the following terms.

1. Definitions.

All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth on Exhibit "A" attached to this Agreement.

2. Term.

The term of this Agreement will begin on May 1, 2025, and unless earlier terminated in accordance with the terms hereof, will continue for a period of three (3) years ending on April 30, 2028 (the "Term").

3. Consideration to the City.

3.1 Subject to the terms of this Agreement, in return for the rights described herein, Ozarks agrees to pay the City \$2,000 per year in sponsorship funding. The first payment will be made within 30 days of execution of this agreement with Year Two and Year Three Payments made on the anniversary dates of the agreement. Ozarks also agrees to pay the City a \$5.00 per case rebate for all 20oz, 24-count products purchased directly from Ozarks. Rebates shall be paid via check on a semi-annual basis.

3.2 Ozarks further agrees to sell "non-vended" Beverage Products to the City in accordance with the pricing schedule attached hereto as Exhibit "B"

3.3 Ozarks agrees to pay the City 50% commission on gross revenues generated from sales of full-service vending machines. Commissions shall be paid via check on a quarterly basis. Ozarks agrees to have credit / debit card readers available on all full-service vending machines.

4. Equipment and Service.

4.1 During the Term, Ozarks will, at no cost or expense to the City, loan to the City all Beverage vending equipment (the "Equipment"), which is required in the reasonable opinion of Ozarks to adequately dispense Products.

4.2 It is understood and agreed by the parties hereto that all Equipment is and shall, at all times, remain the sole property of Ozarks and that the City agrees to use its best efforts to permit only employees and agents of Ozarks to remove, open, repair or tamper with the Equipment. In addition, the City agrees to the following relating to the Equipment: (i) upon request, to execute documents evidencing Ozarks' ownership of the Equipment; (ii) upon request, to execute Ozarks' standard form equipment placement agreement, provided that if any of the terms of such equipment placement agreement are in conflict with the terms of this Agreement, then this Agreement will control; (iii) that the Equipment will not be removed from the City locations

without the prior written consent of Ozarks; (iv) that the City will not encumber the Equipment in any manner or permit any attachment thereto without the prior written consent of Ozarks; and (v) that the City will be responsible and liable to Ozarks for any loss or damage to the Equipment, reasonable wear and tear excepted, caused by the City's employees or agents.

- 4.3 Ozarks agrees to provide commercially reasonable, free maintenance and repair service for the Equipment.

5. Termination and Remedies.

- 5.1 In addition to any other legal or equitable remedy, the City will have the right to terminate this Agreement if at any time:

- 5.1.1 Ozarks fails to make any payment due under this Agreement, and Ozarks fails to cure and make such payment within ten (10) business days from the date of Ozarks' receipt of written notice of such failure to pay; or

- 5.1.2 Ozarks breaches any material, term, or condition of this Agreement, and Ozarks fails to cure such breach within thirty (30) calendar days from the date of Ozarks' receipt of written notice of such breach.

- 5.2 In addition to any other legal or equitable remedy, Ozarks will have the right to terminate this Agreement if at any time:

- 5.2.1 The City breaches any material term or condition of this Agreement, and the City fails to cure such breach within thirty (30) calendar days from the date of the City's receipt of written notice of such breach; .

- 5.2.2 Any of the rights granted to Ozarks under this Agreement are materially impaired, restricted, or limited during the Term (including, without limitation, as a result of Ambush Marketing);

- 5.3 In addition to Ozarks' rights under Section 8.2, if for any reason whatsoever an act or actions occur (including, without limitation, legislative action, action by the Board of the City, action by the administration of the City or otherwise) at any time during the Term which in any material fashion impacts or restricts the ability of customers of the City to access the Products and/or the availability of the Products to the customers of the City, then Ozarks shall have the following rights , exercisable by Ozarks at any time during the Term: (1) to substitute the Product or Products to which such access and/or availability has been impacted or restricted for another Product distributed by Ozarks, and/or (2) to terminate this Agreement and receive a refund of a portion of the Sponsorship Fee as provided in Section 8.4 of this Agreement.

6. Representations. Warranties and Covenants.

- 6.1 The City represents warrants and covenants to Ozarks as follows:

- 6.1.1 The City has full power and authority to enter into this Agreement and to grant and convey to Ozarks the rights set forth herein.

- 6. I .2 All necessary approvals for the execution, delivery and performance of this Agreement by the City have been obtained, and this Agreement has been duly executed and delivered by the City and constitutes a legal and binding obligation of the City enforceable in accordance with its terms.

- 6.1.3 The City has not entered into, and will not enter into during the Term (a) any agreement with any third party which would prevent it from fully complying with the terms and conditions of this Agreement, or (b) any agreement with any third party granting any rights which are inconsistent with the rights granted to Ozarks pursuant to this Agreement, including any agreements with concessionaires or third party food service operators, vending companies, and/or other persons or entities which sell or distribute Beverages.
- 6.2 Ozarks represents, warrants and covenants to the City as follows:
  - 6.2.1 Ozarks has the full power and authority to enter into and perform this Agreement. .
  - 6.2.2 All necessary approvals for the execution, delivery and performance of this Agreement by Ozarks have been obtained, and this Agreement has been duly executed and delivered by Ozarks and constitutes a legal and binding obligation of Ozarks enforceable in accordance with its terms.
  - 6.2.3 That Ozarks will, in accordance with good business practices, perform its obligations hereunder, including, without limitation, providing the Products in a timely fashion and maintaining adequate levels of inventory of Products in the Equipment.

7. Construction of this Agreement.

- 7.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- 7.2 The captions used in this Agreement are for convenience only and will not affect in any way the meaning or interpretation of the provisions set forth herein.
- 7.3 This Agreement, including the Exhibits attached hereto which are an integral part of this Agreement and are expressly incorporated herein by reference, constitute the final, complete and exclusive understanding and agreement of the parties regarding the subject matter hereof, and supersede all previous communications, representations, agreements, promises or statements, whether oral or written, by or between the parties hereto.
- 7.4 This Agreement may be amended, modified, or waived, whether in whole or in part, only in a separate writing signed by each party hereto.
- 7.5 This Agreement may not be assigned or delegated, whether in whole or in part, by either party hereto except with the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.
- 7.6 Each party hereto agrees to promptly provide the other party with written notice of any actual or potential claim, which may be subject to the indemnity required hereunder upon first learning of the same.
- 7.7 Each party to this Agreement agrees to maintain sufficient insurance to adequately protect its own respective interest. Any stipulated limits of coverage, as may be mutually agreed to by the parties from time to time, will not be construed as a limitation of any potential liability to any other party or parties. Failure to request evidence of such insurance will in no way be construed as a waiver of any party's obligation to maintain the agreed insurance coverage.
- 7.8 Any notice or other communication hereunder shall be in writing, and shall be sent via registered or certified mail, return receipt requested, overnight courier, or confirmed facsimile transmission, and shall be addressed as set forth below, or to such other address as the respective party will advise the other in writing:

If to Ozarks:

Ozarks Coca-Cola/Dr Pepper Bottling Company  
1777 North Packer Road  
P.O. Box 11250  
Springfield, Missouri 65808-1250  
Attention: President  
Facsimile: (417) 865-2544

If to the City:

City of Willard  
c/o City Clerk  
224 W. Jackson St.  
P.O. Box 187  
Willard, MO 65781  
(417) 742-5302

- 7.9 The parties are acting under this Agreement as independent contractors and independent employers. Nothing in this Agreement will create or be construed as , creating a partnership, joint venture or agency relationship between the parties and no party will have the authority to bind the other party in any respect.
8. Except as expressly set forth in this Agreement, no party hereto will obtain, by this Agreement or otherwise, any right, title, or interest in the intellectual property of the other parties (e.g., trademarks, patents, copyrights, trade secrets), nor shall this Agreement give any party the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks, or copyrights of the . other party. .

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the Effective Date.

OZARKS COCA-COLA DR PEPPER  
BOTTLING COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF WILLARD

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT A

### GLOSSARY OF DEFNED TERMS

"City Marks" mean the City's name, and all trademarks, symbols, designs, and other intellectual property associated with the City or that are in existence on the Effective Date or which may be created during the Term and which are owned, licensed or otherwise controlled by the City or its Affiliates.

"Affiliate " means, as to any person or entity, any other person or entity, which is controlled by, controls, or is under common control with such person or entity. The term "control" (including the terms "controlled", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity.

"Ambush Marketing" means any attempt by any third party, without the prior written consent of Ozarks, to associate Competitive Products with the City or the City Marks or to suggest that Competitive Products are endorsed by or associated with the City or the City Marks, in any manner whatsoever, whether by referring directly or indirectly to the City or the City Marks.

"Beverage" or "Beverages" mean all non-alcoholic beverages, whether cold, hot, ambient or frozen, carbonated or noncarbonated, branded or non-branded, and/or naturally or artificially flavored or sweetened. For the sake of specificity, "Beverages" include, but are not limited to, carbonated soft drinks, frozen or soft frozen beverages, including soft frozen lemonade and fruit juice products consumed through a straw or with a spoon, mixers, flavored or unflavored packaged and/or bottled waters, fruit and/or vegetable juices, fruit and/or vegetable drinks, ready-to-drink chocolate based drinks, ready-to-drink tea and coffee drinks, sports/isotonic drinks, and all beverage bases from which the above can be prepared (such as bases, concentrates, syrups, powders, and/or crystals). "Beverages" do not include the following: nonbranded hot coffees or teas freshly brewed on site, nonbranded juice freshly squeezed on-site, milk, flavored milk, non-alcoholic beer or wine or tap water.

"Bona Fide Offer" means a proposed agreement concerning rights and obligations similar to those contained herein, which agreement, if executed by the City and the third party, would be legally binding.

"City property" means each and every property, building and facility used, owned or operated by the City, as now or hereafter established, including, without limitation, administrative offices, storage and maintenance facilities, grounds, parking lots and other locations which comprise or are a part of or associated with the City, including all concession areas, vending locations and athletic facilities, whether currently existing or built or acquired during the Term. .

"Competitive Products" mean all Beverages other than Products.

"Packaged" means all Beverages packaged in bottles, cans or other containers. "Products" mean the Beverages, packaged or otherwise, marketed under trademarks or brand names owned or controlled by, or licensed for use to, Ozarks.

EXHIBIT B

PRICING

<u>ITEM</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
20OZ Soft Drinks (24 count)	\$21.00	\$21.00	\$21.00
20OZ Lemonade (24 count)	\$21.00	\$21.00	\$21.00
20OZ Dasani Water (24 count)	\$16.00	\$16.00	\$16.00
12OZ Juice (24 count)	\$29.27	\$29.27	\$29.27
20OZ PowerADE (24 count)	\$21.00	\$21.00	\$21.00
16OZ Energy (24 count)	\$42.76	\$42.76	\$42.76