

STATE OF LOUISIANA

PARISH OF LAFAYETTE

EXCLUSIVITY CONTRACT

This Exclusivity Contract (the “Agreement”) is by and between the following:

PARTIES

CITY OF YOUNGSVILLE, a political subdivision of the State of Louisiana and formed and organized under the laws of the State of Louisiana, herein represented by its duly elected Mayor Ken Ritter, and as authorized by Resolution No. _____, having a physical address of 201 Iberia Street, Youngsville, Louisiana; hereinafter referred to as “City”; and

ACADIANA BOTTLING COMPANY, INC., a domestic corporation organized and formed under the laws of the State of Louisiana, herein represented by _____ its duly elected _____ and having its principal place of business situated at 918 Young St., Youngsville, Louisiana 70592; hereinafter referred to as “Acadiana Bottling.”

RECITALS

WHEREAS, the City owns, maintains, and operates the Youngsville Sports Complex (“YSC”).

WHEREAS, the YSC regularly conducts multiple sporting events as well as organizes all concessions throughout the YSC.

WHEREAS, Acadiana Bottling is a distributor of multiple types of nonalcoholic beverages.

WHEREAS, the City and Acadiana Bottling entered into an exclusivity agreement effective February 1, 2021.

WHEREAS, the City and Acadiana Bottling now wish to amend the original agreement and expand the conditions previously set forth.

WHEREAS, Acadiana Bottling desires to continue as the exclusive nonalcoholic beverage partner of the YSC.

AGREEMENT

In consideration of the foregoing, the City and Acadiana Bottling do hereby enter into this Agreement, subject to the following terms and conditions.

1. **Effective Date:** The effective date of this agreement shall be February 1, 2021.
2. **Incorporation of Prior Agreement:** This Agreement shall serve as an incorporation of the existing agreement between the parties, as well as the inclusion of amended terms extending the existence of the original agreement and expanding the obligations of the parties.
3. **Term:** This Agreement will have a term commencing on February 1, 2021, and terminating on February 1, 2038.
4. **Obligations of Acadiana Bottling:** In consideration of securing the exclusivity for nonalcoholic beverages at the YSC, Acadiana Bottling does hereby assume the following obligations.

- A. *Financial Support* – Acadiana Bottling agrees to pay an upfront payment of \$70,000 to be used for the capital improvements in the YSC. In addition to this payment, Acadiana Bottling further agrees to deliver annual payments of \$25,000, so long as this Agreement remains in full force and effect.
- B. *Equipment* – Acadiana Bottling will provide on a “loan” basis all coolers necessary to service all concession outlets within the YSC. Acadiana Bottling further agrees it will assume the responsibility of servicing all equipment including, but not limited to all coolers and vending machines.
- C. Over the term of this Agreement, Acadiana Bottling agrees to provide four (4) scoreboards to be utilized at the YSC.

Acadiana Bottling will also provide special event trailers, barrels, and Texas tankers upon request and subject to their availability.

Acadiana Bottling also agrees it will service, maintain, and keep in working order all scoreboards purchased by Acadiana Bottling.

- D. *In Kind Contributions* – In addition to the foregoing considerations, Acadiana Bottling further agrees to deliver and make the following “in kind” contributions.

Acadiana Bottling will provide unlimited banners and core-ply signs to advertise events held at the YSC. This is to include all backstop signs for baseball and softball, along with outfield signs for softball. Acadiana Bottling further agrees to provide printed menu boards for the concessionaire.

Acadiana Bottling will also provide 16.9-ounce Aquafina and two-liter soft drinks for all hospitality rooms during tournaments for coaches and referees.

Additionally, Acadiana Bottling will provide 40 cases of 16.9-ounce Aquafina water in five cases of 9-ounce cups per month gratuitously for the use by the YSC staff.

Acadiana Bottling agrees to advertise any events being held at YSC on all social media platforms on which it maintains a presence.

5. **Obligations of City of Youngsville:** In consideration of the contributions being made by Acadiana Bottling, the City does hereby agree to assume the following obligations.

Exclusivity – The City agrees to extend to Acadiana Bottling the total non-alcoholic beverage exclusivity including but not limited to, CSDs, water, and I should for the charm of this Agreement.

The City further agrees Acadiana Bottling’s exclusivity coverage includes all events held at the YSC facility.

It is further agreed the City will include an exclusivity clause in any and all contracts and or agreements covering a third-parties use of the facility.

The City agrees not to allow any competitive products to be sold, distributed, promoted, sampled, or marketed in any way, at the YSC. It is further agreed Acadiana Bottling shall determine if a product is considered competitive to its brands.

6. **Choice of Law:** The laws of the State of Louisiana shall govern any dispute which may arise from this Agreement.

KEN RITTER
Mayor for the City of Youngsville

DATE

Name of Rep
Representative of Acadiana Bottling Company, Inc.

DATE