

**EXCLUSIVE BEVERAGE AGREEMENT WITH
G&J PEPSI-COLA BOTTLERS, INC.**

THIS AGREEMENT is made effective as of this **3/25/2026** by and between **Garrard County Schools** (“Institution”) and G&J Pepsi-Cola Bottlers, Inc., (“G&J Pepsi”).

WHEREAS, Institution operates facilities at the locations set forth on **Exhibit A** attached hereto (the “Premises” – To avoid confusion, it is agreed that the Premises include each and every facility owned or operated by Institution, either now or in the future, including without limitation, all elementary, middle, high, post-secondary and alternative schools, athletic facilities, 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, stadiums, gymnasiums, press rooms, sky boxes, stadium suites, vending locations, players’ benches, sidelines and locker rooms); and

WHEREAS, Institution, by majority vote of its Board of Education, awarded the contract for the provision of beverage services on the Premises to G&J Pepsi, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, as an inducement to Institution to provide G&J Pepsi with exclusive Pouring Rights (as defined in Section 3(a) below) and the advertising and promotional benefits described in this Agreement, G&J Pepsi is willing to provide to Institution commissions and other benefits set forth in this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Term; Volume Requirement

- a. Except as set forth in Section 1(b) below, the term of this Agreement shall be for a total of **seven (7) years**, commencing **April 1st, 2026**, and expiring **March 30th, 2029**. As used in this Agreement, “Term” shall mean the period set forth in this Section 1(a), unless the volume target set forth in Section 1(b) is not met during such Term and G&J Pepsi exercises its option thereunder, in which case the Term shall continue until the volume requirement is met.
- b. Institution shall order and cause to be placed in the Equipment a minimum of **9000 cases (1800 cases per year)** of Pepsi Products (as defined in Section 3(b) below) from G&J Pepsi during the Term. If Institution fails to purchase the volume requirement set forth in the preceding sentence during the initial Term for any reason, including but not limited to further restrictions being placed on the sale of soft drink beverages by legislative or other legal actions beyond the control of Institution, G&J Pepsi shall

have the option to extend this Agreement until the volume requirement is met.

2. **Authority: Validity of Agreement** Each party represents and warrants, as a material inducement to the other to enter into this Agreement, that:
- a. The execution and delivery of this Agreement and consummation of the transactions contemplated hereby have been duly authorized by it in accordance with the requirements of applicable law and regulation and its internal governance by-laws and rules.
 - b. This Agreement has been duly executed and delivered by it and assuming due execution and delivery by the other party is a valid, legal, and binding obligation, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.
 - c. It is not a party to or is it or its properties subject to or bound by any provision of any contract, mortgage, provision of its organizational documents law, or judgment or decree of any court, governmental body or arbitrator, which would prohibit or otherwise be violated by the execution or performance by it of this Agreement or the consummation of the transactions contemplated hereby.

3. **Exclusive Rights and Advertising**

- a. Institution hereby grants to G&J Pepsi the exclusive right during the Term to sell or otherwise distribute all soft drinks, teas, juices, isotonic sports drinks and bottled waters (the "Products") on the Premises as set forth herein (such exclusive right is herein referred to as the "Pouring Rights"). Institution shall not permit any third party, including concessionaires, boosters or other guests to sell, distribute or otherwise make available to students, staff or guests any Products that may be deemed to be competitive with Pepsi Products.
- b. The grant of Pouring Rights in this Agreement means that Institution shall not permit the sale or other distribution on the Premises of any (i) soft drink other than *Pepsi-Cola*® products, (ii) tea drinks other than *Lipton*® products, (iii) juice products other than *Dole*® or *Tropicana*® products, (iv) isotonic sports drinks other than *Gatorade*®, and bottled waters other than *Aquafina*® or *Propel*® (the Italicized words in this sentence are collectively referred to herein as the "Pepsi Products"). The parties acknowledge that G&J Pepsi may make adjustments and substitutions among the Pepsi Products, but that the Pepsi Products shall always include a range of beverages at least as broad as set forth in the preceding sentence.

- c. During the Term, G&J Pepsi shall have the exclusive right to advertise the Products on the Premises. Institution shall take all steps necessary to prevent any permanent or temporary advertising, signage, or trademark visibility for Products competitive with the Pepsi Products from being displayed anywhere on the Premises, including on scoreboards. Institution shall and shall use its best efforts to cause third parties using the Premises to allow no advertisements for Products competitive with the Pepsi Products from being displayed in programs, yearbooks, or similar publications. G&J Pepsi shall have the opportunity to provide a one-page advertisement for inclusion in every such program at no cost to G&J Pepsi.
- d. Institution shall and shall use its best efforts to cause all third parties using the Premises to purchase all Products sold or otherwise distributed on the Premises during the Term from G&J Pepsi.

-Regarding any products outside of DSD (direct store delivery) brought into the school by parents or students as a donation for teacher parties & opposing teams coming into Garrard County sporting events; all brands are preferred to be Pepsi brands however Pepsi can't dictate donations. Garrard County to make sure that one of these donations are sold via concessions at any school event.

4. Equipment and Service

- a. G&J Pepsi shall throughout the Term, at locations on the Premises agreed upon by the parties, install, maintain and service on a full-service basis vending machines and coolers (the "Equipment"). "Full-service" means that G&J Pepsi shall deliver, and fill the Equipment with Pepsi Products, collect all money from the Equipment, and pay the Institution monthly its commissions as set forth in Section 5 below. Institution itself shall not be obligated to purchase any Pepsi Products for vending machines pursuant to this Agreement.
- b. All Equipment shall remain the sole property of G&J Pepsi. G&J Pepsi shall maintain and repair the Equipment and shall keep the Equipment in good working order and condition at all times during the Term. Institution shall not, nor shall it permit, any third party to repair, replace, relocate, move, or remove any of the Equipment. Institution shall not relocate such Equipment unless G&J Pepsi shall consent (which consent shall not be unreasonably withheld) for reasons of safety, security, or other necessity; G&J Pepsi shall be responsible for relocating such Equipment. Institution shall use its best efforts to keep the Equipment in clean and sanitary condition, free of graffiti and all announcements, advertising, or other materials at all times. Institution agrees to promptly notify G&J Pepsi personnel of the need for any repairs or servicing of the Equipment, and to fully cooperate with G&J Pepsi personnel in effecting such necessary

repairs and servicing, including without limitation providing timely access to the Premises for such purposes. All Equipment on the Premises shall be identified as dispensers of Pepsi Products. If Equipment is a Full-Service placement, it is agreed that G&J Pepsi will pay **Customer 30%** commission rate. Commission shall be calculated on cash collected, less all credit card fees and taxes. Credit card fees shall include the Monthly Service fee of Ten Dollars (\$10.00) and all applicable transaction fees. All Full-Service commission payments will be made to Institution on a monthly basis. Payments will be made monthly for the preceding month's commissions earned. Additionally, G&J Pepsi will require a minimum of Fifty Dollars (\$50.00) on each payment check issued to Institution. Should minimum requirement of Fifty Dollars (\$50.00) not be met on a monthly payment, the payment amount will roll forward to the next month and will be paid when the total for combined months equals more than the Fifty Dollar (\$50.00) minimum requirement.

- c. Institution agrees to keep Equipment in the best locations for sales and will have the Vending Equipment turned on during the maximum time allowed under law.

5. **Commissions and Pricing.**

- a. G&J Pepsi shall pay to Institution commissions on Pepsi Product sales from Equipment located on the Premises in accordance with the commission structure set forth in **Exhibit B**. The initial vend prices for Pepsi Products sold through the Equipment shall be the prices first listed in **Exhibit B**, and during the Term, G&J Pepsi shall determine the vend prices in its sole discretion, but with the goal of remaining competitive with average market vend prices. G&J Pepsi reserves the right to apply commission payments to past due Accounts Receivable balances.
- b. The initial pricing for Pepsi Products sold on the premises shall be as set forth in **Exhibit C**. During the Term, G&J Pepsi shall determine pricing in its sole discretion, with the goal of remaining competitive with average market pricing.

6. **Additional Support and Benefits.** In consideration of the Pouring Rights granted in this Agreement, G&J Pepsi shall provide to Institution, in addition to the benefits otherwise provided for in this Agreement, the support set forth in **Exhibit D**. G&J Pepsi reserves the right to apply contract payments to past due Accounts Receivable balances.

7. **Confidentiality.** Institution acknowledges and agrees that the commission and other support information relating to Pepsi Products is sensitive business information which, if disclosed to competitors of G&J Pepsi, would provide them with unfair competitive advantage. Accordingly, Institution shall use all

reasonable efforts to keep confidential the terms and conditions of this Agreement relating thereto, except as may be required by law or legal process.

8. **Force Majeure.** Force Majeure, if a Force Majeure Event (defined below) prohibits, significantly limits, restricts or in any other manner significantly interferes with G&J Pepsi's performance under this agreement, the Sponsorship fee will be reduced by the total number of days out of three hundred and sixty-five (365) that sales were significantly impacted, or the length of the agreement will extend the same number of days prior to the Force Majeure Event. Since Sponsorship fees are paid in advance, there will be no refund of any Sponsorship fees already paid, therefore the reduction in Sponsorship fees as permitted in this section, shall be in the form of a credit to the amount due to Institution of future Sponsorship fees or Full-Service vending commissions. The Institution shall also not be liable to G&J Pepsi for any losses resulting from the failure to perform its part of the agreement when such failure is due to a Force Majeure Event. Both parties shall make all reasonable efforts to remove or eliminate the Force Majeure Event, and the parties shall discuss in good faith what, if any, modification of the terms of this Agreement may be required in order to continue to perform their obligations under the Agreement. In such case, modification of the terms of the Agreement shall not be unreasonably withheld by either party. Upon cessation of the Force Majeure Event, the parties shall diligently pursue performance of its obligations under this agreement. As used in this paragraph "Force Majeure Event" means any event beyond the Institution's or G&J Pepsi's reasonable control including without limitation, fire, flood, riot, earthquake, strike, or other labor disturbance (whether by the Institution's employees or G&J Pepsi's employees), civil or military commotion, acts of God, war, terrorism, or any law, ordinance, rule or regulation, epidemics, pandemics (including diseases and illness), governmental action, declaration, or order (including, but not limited to, any declaration or order by the president of the United States of America, the Governor of Kentucky, or by any public health department or any of the foregoing).

9. **Default and Early Termination**

- a. Each party shall have the right to terminate this Agreement prior to expiration of the Term upon a breach by the other party of any term or condition of this Agreement of such nature or magnitude as to frustrate the essential purposes and benefits of this Agreement for the complaining party. Provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to cure the breach within ninety (90) days of such notice.
- b. Upon termination or expiration of the Term of this Agreement, Institution shall permit G&J Pepsi reasonable access to the Premises for the purposes of removing any Equipment; G&J Pepsi shall have thirty (30) days after termination or expiration to affect such removal. Until the time that all Equipment is removed, Institution's obligations to safeguard and

keep the Equipment clean shall continue. In completing removal, G&J Pepsi shall use its best efforts to leave each location in the condition in which it existed prior to installation except for reasonable wear and tear and except for any damage beyond G&J Pepsi's control. Upon effecting removal of all Equipment, G&J Pepsi shall thereupon issue final payment to Institution for amounts, if any, still owing to Institution as commissions, as provided in this Agreement.

- c. The parties acknowledge that, without the assurance of exclusive Pouring Rights for the full duration of the Term, G&J Pepsi would be unwilling to provide the commissions set forth in **Exhibit B** and the expenditures and other benefits set forth in **Exhibit D** and elsewhere in this Agreement. In recognition of this fact, the parties agree that, immediately upon Institution terminating this Agreement prior to the end of the Term for any reason other than a breach by G&J Pepsi, or upon G&J Pepsi terminating this Agreement as a result of Institution allowing third party competitors of G&J Pepsi to distribute Product on the Premises: (i) G&J Pepsi shall cause Institution to cease receiving all future commissions and other benefits under this Agreement, (ii) Institution shall pay to G&J Pepsi as liquidated damages for loss of up-front payments set forth in **Exhibit D** the amount of _____ dollars (\$____.00) multiplied by the number of months remaining on the Term, and (iii) Institution shall pay to G&J Pepsi as additional liquidated damages for G&J Pepsi's lost benefits resulting from the loss of exclusivity for the remainder of the Term the amount of _____ dollars (\$____.00), multiplied by the number of months from the first of the month of termination to the end of the Term, inclusive.

10. General Provisions.

- a. This Agreement shall be binding upon and insure the benefit of the parties and their respective successors and assigns. This Agreement shall not be assigned by either party without the prior written consent of the other, except that G&J Pepsi may assign its rights and obligations under this Agreement to any successor to substantially all of its properties and business.
- b. All notices provided for in this Agreement shall be in writing and effective upon receipt, if personally delivered to the person and address specified below, or five (5) days after placing in the U.S. Mail, certified and postage receipt requested, addressed:

If to Institution, to: Customer Name
 Attn: Office of Superintendent
 322 W Maple Avenue
 Lancaster, Ky 40444

By: _____

Date: _____

Name: _____
Superintendent

G&J PEPSI-COLA BOTTLERS, INC.

By: _____

Date: _____

Name: _____
Nick Appleman

By: _____

Date: _____

Name: _____
On Premise Sales Manager

LIST OF EXHIBITS

Exhibit A	The Premises
Exhibit B	Commission Structure and Vending prices
Exhibit C	Pricing
Exhibit D	Support
Exhibit E	Certificate of Authorization

Exhibit A

THE PREMISES

This Agreement shall apply to the following locations (the "Premises"):

PREMISES.

Garrard County Board of Education

Garrard County High School

Garrard County High School Food Nutrition (Cafeteria)

Garrard County Middle School

Camp Dick Robinson elementary School

Lancaster Elementary School

Paint Lick Elementary School

Garrard co Area Technology Center

** To include all Athletic Facilities & Boosters Concessions for all sporting events in relation to Garrard Co Public Schools.

*Any future locations added to Exhibit A shall be subject to the terms and scope of this Agreement.

Exhibit B

COMMISSION STRUCTURE and VENDING PRICES*

Commission shall be calculated on cash collected, less all credit card fees and taxes. Credit card fees shall include the Monthly Service fee of Ten Dollars (\$10.00) and all applicable transaction fees. All Full-Service commission payments will be made to Institution on a monthly basis. G&J Pepsi reserves the right to apply commission payments to past due Accounts Receivable balances.

<u>Package</u>	<u>Vend Price*</u>	<u>Commission rate/case</u>
20oz CSD/Tropicana	\$2.00	30%
20oz Aquilina	\$2.00	30%
12 Mt Dew Kickstart	\$2.00	30%
20oz Gatorade & Propel	\$2.50	30%
18.5oz Pure Leaf	\$2.50	30%
Alani Nu	\$3.00	30%

*Vend prices subject to change

Exhibit C

Pricing*



G&J Pepsi Bottling Company
On Premise School Pricing - Effective August 1, 2025



CSD's				
BRAND	PACKAGE		CASE	UNIT
CSD'S	7.5oz Cans	(24) Cans	\$13.50	\$0.56
CSD's	12oz Cans	(24) Cans	\$13.50	\$0.56
Poppi	12oz Cans	(12) Cans	\$17.40	\$1.45
Poppi	12oz Cans	(24) Cans	\$33.40	\$1.39
CSD's	16oz Cans	(12) Cans	\$17.85	\$1.49
CSD's	2-Ltr NR	(8) Bottles	\$17.65	\$2.21
CSD's	20oz NR	(24) Bottles	\$28.90	\$1.20
Energy				
Starbucks Double Shot Energy	15oz Can	(12) Cans	\$33.75	\$2.81
Starbucks Triple Shot Energy	11oz Can	(12) Cans	\$33.75	\$2.81
Starbucks Iced Energy	12oz Can	(12) Cans	\$21.40	\$1.78
Mt Dew Kick Start	16oz Can	(12) Cans	\$19.50	\$1.63
Mt Dew AMP	16oz Can	(12) Cans	\$21.95	\$1.83
Rockstar	16oz Can	(12) Cans	\$24.70	\$2.06
Alani Nu	12oz Can	(12) Cans	\$24.70	\$2.06
Celsius	12oz Can	(12) Cans	\$24.70	\$2.06
Celsius Essentials	16oz Can	(12) Cans	\$24.70	\$2.06
Juice				
Dole	10oz NR	(24) Bottles	\$26.50	\$1.10
Ocean Spray/Dole	15.2oz NR	(12) Bottles	\$18.40	\$1.53
Dole Lemonade	20oz NR	(24) Bottles	\$28.90	\$1.20
Chilled Juice				
TROPICANA				
Tropicana Premium Juice	11oz NR	(12pk) Bottles	\$18.80	\$1.57
Premium Juice	46oz NR	(6pk) Bottles	\$29.00	\$4.83
NAKED JUICE				
Naked Juice flavors	15.2oz NR	(8pk) Bottles	\$24.35	\$3.04
Naked Juice PROTEIN ZONE Flavors	15.2oz NR	(8pk) Bottles	\$35.20	\$4.40
KEVITA				
KeVita	12oz Can	(12) Cans	\$17.30	\$2.88
KeVita Flavors	15.2oz NR	(6pk) Glass Bottles	\$17.30	\$2.88

NON-CARB				
BRAND	PACKAGE		CASE	UNIT
Water				
Aquafina	12oz NR	(3) 8pks	\$19.20	\$0.80
Aquafina	20oz NR	(24) Bottles	\$22.20	\$0.93
Aquafina	1-Ltr NR	(15) Bottles	\$25.40	\$1.69
Propel Fitness Water	1-Ltr NR	(12) Bottles	\$21.30	\$1.78
Propel Fitness Water	20oz NR	(12) Bottles	\$18.00	\$1.50
LifeWTR	1-Ltr NR	(12) Bottles	\$21.00	\$1.75
LifeWTR	700ml NR	(12) Bottles	\$17.85	\$1.49
LifeWTR	20oz NR	(24) Bottles	\$25.20	\$1.05
Gatorade Water	700ml	(12) Bottles	\$17.00	\$1.42
Gatorade Water	20oz	(12) Bottles	\$18.80	\$1.57
Gatorade Water	1-Ltr	(12) Bottles	\$18.44	\$1.54
Bubly and Bubly Bounce	12oz Cans	(24) Cans	\$13.80	\$0.58
Bubly Burst	16.9oz	(12) Bottles	\$14.25	\$1.19
Tea				
Lipton Brisk	1 Ltr NR	(15) Bottles	\$15.35	\$1.02
Lipton Fusions	16oz Can	(12) Cans	\$9.90	\$0.83
Lipton Pure Leaf	18.5oz NR	(12) Bottles	\$20.40	\$1.70
Lipton Pure Leaf	64oz NR	(8) Bottles	\$22.15	\$2.77
Isotonics				
Gatorade Protein Bars	2.8oz Bar	(12) Pack	\$24.45	\$2.04
Gatorade / G2	12oz NR	(24) Bottles	\$27.10	\$1.13
Gatorade / G2	20oz NR	(24) Bottles	\$27.20	\$1.13
Gatorade	24oz NR	(24) Bottles	\$35.20	\$1.47
Gatorade	28oz NR	(15) Bottles	\$27.00	\$1.80
Gatorlyte	20oz NR	(12) Bottles	\$32.60	\$2.72
Ready to Drink Coffee				
Frappuccino	13.7oz NR	(12) Bottles	\$31.25	\$2.60
Frappuccino	9.5oz NR	(12) Bottles	\$25.55	\$2.13
Frappuccino	9.5oz NR	(15) Bottles	\$30.70	\$2.05
Frappuccino	9.5oz NR	(24) Bottles	\$47.60	\$1.98
SB Pink & Paradise Drink	14oz NR	(12) Bottles	\$37.90	\$3.16
SB Cold Brew	11oz	(12) Cans	\$28.40	\$2.37
Ready to Drink Protein				
Muscle Milk Pro Series	14oz NR	(12) Bottles	\$47.50	\$3.96

*Pricing is subject to change

Exhibit D

SUPPORT*

(Including retail value)

1. G&J Pepsi will pay **Garrard County Schools** an annual support payment of \$2500 for the length of the term. (years 1-5)
2. G&J Pepsi will pay **Garrard County Schools** an annual payment of \$2500 to be used toward Athletic sponsorship opportunities. (years 1-5)
3. G&J Pepsi will provide a \$2.00 rebate on all 20oz bottles purchased.
4. G&J Pepsi will provide 50 gratis cases of 12oz cans or 16.9 water annually.
5. G&J Pepsi will provide \$700 in signage annually. (years 1-5)
6. G&J Pepsi will pay **Garrard County Schools** an annual payment of \$500 towards purchase of Gatorade Kits for athletics.

*G&J Pepsi reserves the right to apply contract payments to past due Accounts Receivable balances.

Exhibit E

CERTIFICATE

_____, Superintendent of _____,
hereby certifies that the Board of Education passed the resolution, a copy of which is
attached hereto as Exhibit B-1 at its meeting on _____, 20____,
approving the contract whereby G&J Pepsi shall have the rights to sell product in
accordance with this Agreement.

Signed: _____

Dated: _____