

Account Names:

Lexington Senior Center

Therapeutic Recreation Center

Location & Equipment Addendum to Refreshment Services Agreement

Location	Equipment Description	Number of Units	Monthly Rental	Monthly Minimum spend requirement*
Lexington Senior Center	Liquid Coffee Brewer	1	\$0.00	\$250
Therapeutic Recreation Center	Liquid Coffee Brewer	1	\$0.00	\$250

- Standard filter changes will occur quarterly at a charge of \$99.50 per filter

Client accepts the additional sites to original agreement:

Accepted on behalf of Client

By: _____

Title: _____

Date: _____

Accepted on behalf of FIVE STAR

By: John Portwood 

Title: Sales Director _____

Date: _____

Five Star CONTI COFFEE- Agreement

Client Name: Lexington Senior Citizen

Client Contact Kristy Stambaugh

Phone: 859-278-

6072 Email: kdfambau@lexingtonky.gov

Street Address: 195 Life Lane

City: Lexington

40509 County: Fayette State: Ky.

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1. SERVICE AUTHORIZATION: To the extent permitted by law, the undersigned ("Client") hereby grants to 4. FIVE STAR Breaktime Solutions, INC. ("FIVE STAR") OBA CONTI COFFEE the exclusive right to provide office coffee services at the locations in the Addendum, attached hereto.

SERVICE CONDITIONS: 5.

- A. Standard Equipment: FIVE STAR(CONTI COFFEE) will provide all office coffee and related equipment ("Equipment") necessary to provide services on Client's premises. FIVE STAR shall remain the owner of all FIVE STAR equipment installed or equipped at the Client locations ("Equipment"), shall make all necessary repairs to such 6. Equipment, and shall provide all necessary maintenance and sanitation for such Equipment. Client shall use care and diligence in the handling of the Equipment. Client shall pay for damage or loss of the Equipment caused by misuse, neglect or intentional act of its employees. FIVE STAR shall have the right to update, change, or 7. replace any Equipment from time to time.
B. There is a \$250 minimum order required each month for equipment to be furnished. Sales below \$250 will have surcharge added to meet minimum.

8.

A. FINANCIAL TERMS:

- B. Selling Prices: FIVE STAR (CONTI COFFEE) prices and other charges are set forth in the proposal.
C. Renegotiation: FIVE STAR prices and other charges are based on current market conditions in existence on the effective date of this

Agreement. In the event of a change in market or account conditions, FIVE STAR shall have the right to adjust prices or charges to reflect 9. the change in conditions utilizing the US Bureau of Statistics CPI for "Food Away from Home" as a benchmark for such adjustments.

INSURANCE: FIVE STAR shall provide workers' compensation insurance as required by law. In addition, FIVE STAR shall carry comprehensive general liability insurance, including products, contractual and broad vendors' coverage with minimum limits of \$1,000,000.

RISK OF PERSONAL INJURY: Client assumes all risks of personal injury which he/she, their employees or customers may receive as a result of using Equipment and agrees that he/she will not for themselves, their heirs or assigns, make any claim against FIVE STAR, its agents or its employees, for any such injury.

LICENSES AND TAXES: FIVE STAR will obtain and pay for all federal, state and local licenses required for the operations hereunder, as well as collect and pay all federal, state and local sales, use and excise taxes attributable to the operations hereunder.

TERM: The initial term of this Agreement is for (2)two years commencing on the date set below and shall automatically renew on a month-to-month basis thereafter, unless terminated by written notice by either party not later than 30 days prior to the end of the then current term. Payment for future fiscal years shall be subject to and contingent upon sufficient funds being appropriated and future approval by the Urban County Council.

TERMINATION FOR CAUSE: In the event either party fails to perform as set forth in this Agreement, the non-breaching party shall provide the breaching party with written notice, specifying the nature and extent of the deficiencies and demanding cure. If such deficiency is not cured within 30 days following the date of such notice, then the non-breaching party may terminate this Agreement upon 30 days written notice.

NOTICE: Notices required to be provided under this Agreement shall be in writing and must be mailed first class to the contact on the attached Addendum with a copy to: FIVE STAR FOOD SERVICE, 412 E. 10th Street, Chattanooga, TN 37403, Attention: CEO.

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2. PAYMENTS: All invoices related to FIVE STAR office coffee service shall be paid in full by client within thirty (30) days of Client's receipt of invoice.

3. RIGHT OF ENTRY: FIVE STAR and its representatives, agents or other persons permitted by FIVE STAR shall have the right to enter the Client's premises at all reasonable times to inspect, repair and/or remove the Equipment. Without limiting the foregoing, FIVE STAR shall have the right to remove the Equipment upon termination of the Agreement.

10. CONFIDENTIALITY; AGREEMENT REGARDING EMPLOYEES: Client agrees that it will not use or disclose the terms of this Agreement and any other confidential or proprietary information of FIVE STAR obtained as a result of or in connection with FIVE STAR's performance under this Agreement.

11. GOVERNING LAW: This Agreement shall be governed by and interpreted by and construed in accordance with the laws of the Commonwealth of

FIVE STAR Office Call # 847YC86 Agreement Modified 12/08/2005

Kentucky. []

Client accepts the terms and conditions of this Agreement

Accepted on behalf of Client

Accepted on behalf of FIVE STAR dba. CONTI COFFEE

Linda Gorton

By:

By:

Name

John Portwood

Name

John Portwood

Title

Date

Title Sales Director

DATE

11 - 31 - 24

Mayor

11/22/24

RESOLUTION NO. 583 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH FIVE STAR BREAKTIME SOLUTIONS, INC. D/B/A CONTI COFFEE, FOR THE PROVISION OF COFFEE, COFFEE DISPENSER AND REGULAR MAINTENANCE OF EQUIPMENT AT THE LEXINGTON SENIOR CENTER, AT A COST NOT TO EXCEED THE SUM OF \$2,000.00 IN FY2025.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, with FIVE STAR Breaktime Solutions, Inc. d/b/a CONTI COFFEE, for the provision of coffee, coffee dispenser and regular maintenance of equipment at the Lexington Senior Center, at a cost not to exceed the sum of \$2,000.00 in FY2025.

Section 2 – That an amount, not to exceed the sum of \$2,000.00 in FY2025, be and hereby is approved for payment to FIVE STAR Breaktime Solutions, Inc. d/b/a CONTI COFFEE, from account #1101-606102-75101, pursuant to the terms of the Agreement and subject to the appropriation of sufficient funds in future fiscal years.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: November 21, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL