

Five Star CONTI COFFEE- Agreement

Client Name: _____ Client Contact _____

Phone: _____ Email: _____

Street Address: _____ City: _____ County: _____ State: _____

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.

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.

SERVICE CONDITIONS:

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 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 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.

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 the change in conditions utilizing the US Bureau of Statistics CPI for "Food Away from Home" as a benchmark for such adjustments.

5. **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.

6. **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.

7. **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.

9. **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. 10¹¹ Street, Chattanooga, TN 37403, Attention: CEO.

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 Kentucky.

Client accepts the terms and conditions of this Agreement

Accepted on behalf of Client

Accepted on behalf of FIVE STAR dba. CONTI COFFEE

By: _____

By: _____

Name _____

Name _____

Title _____, Date _____

Title _____ DATE _____