

SCHEDULE B

DESIGNATED PURCHASERS

1. University of Ottawa Departments:
 - Materials Management Services
 - Sports Services
 - Alumni and Development
2. Student Federation of University of Ottawa
(for Pivik, The Nox and The Presto)
3. Graduate Student's Association
(for Café Nostalgica)
4. Student Association Faculty of Arts Inc.
(for Café Alternatif - two locations)
5. Administrative Students Association
(for Café Administratif)
6. Chip Stands:
 - Steve Lachance d.b.a. Study Break (for Vanier Chip Stand)*
 - Gilles Lalonde (for Simard Chip Stand)*
7. Versabec
(for the other food services outlets on Campus)

*based upon information provided to U of O with no independent verification

SCHEDULE C

EXCLUDED FACILITIES

Health Services Building - 100 Marie Curie

SCHEDULE D

UNIVERSITY OF OTTAWA MARKS

Registered Trademarks Of the University of Ottawa



Université d'Ottawa
University of Ottawa



Université d'Ottawa • University of Ottawa

Université d'Ottawa
University of Ottawa



Université d'Ottawa
University of Ottawa



Faculty of Medicine

Current CCB University of Ottawa Vendor Placements (August 26, 1997)			
Building	Can	Multi	Location
Cube	44782		First Floor
Colonel By	219716	219717	Cafe L'Origine
Health Services	149267		Second Floor Corridor
Health Sciences	XX	XX	Outside Student Lounges
Fauteux		219796	Basement Near Lockers
Fauteux	239803	239805	Third Floor Coffee Shop
LeBlance Res.		238856	First Floor Entrance
Thompson		239560	Basement Computer Lab
Sinard		238983	Basement Writing Centre
Sinard		43280	Fourth Floor
Tabaret	221281	221266 (80)	Basement - Bottom of Stairs
Tabaret		145552	Third Floor South End
Academic Hall	44144		Third Floor Top of Stairs
100 Laurier Ave.		43300	Basement Lockers
Perez	239974	239961	Second Floor Lounge
Morisset	219777	219763	Basement
Morisset	219780	219769	Second Floor near Chino Hall
Thompson		219679	Ground Floor Vending Bank
Unicentre		239967	Basement outside arcade
Stanton/Marchand	219643	219863	Vending Bank
Montpetit	239566	218589	Lobby Entrance
Lamoureux	219740	239802	Cafe Ecole-Vending Bank
Vanier		239564	Basement next to cafe
Gendron	43268		Basement
Marion	218661	XX	Basement Student Lounge
Ked. Math Building	44008		Basement
Arena		XX	Grandsland
Arena		XX	Grandsland
*Physical Res.	XX		self operated-self owned
*Physical Res.	XX		self operated-self owned
Total No. of Vendors	18	23	41 *PLUS 3 NON CCB WATER VENDORS

SCHEDULE "E"

VENDING MACHINES AND LOCATIONS

Sheet 1

The following are suggested locations and alternatives pending approvals by appropriate U of O facility representatives. If any are not approved, alternate locations will be agreed upon.

University of Ottawa Recommended Vendor Placements						
	Building	Can	Mail	Water	Location	power
a	100 Thomas More/pkn	XX	XX		Lobby	no
a	Colonel By	XX			3rd Floor outside elevators	yes 15/30
a	Colonel By		XX		3rd Floor outside elevators	yes 15/30
b	Child Study Bld.		XX		Lobby	yes
a	Fauteux	XX			Lobby left of doors	yes 15/30
a	Fauteux		XX		Lobby left of doors	yes 15/30
c	Fauteux		XX		2nd floor near box	no
a	FTX/THM/LEBLANC		XX		intersection	yes
e	Fauteux		XX		4th Floor next to elevators	no
c	Sinard		XX		ground Lounge	no
d	Sinard		XX		Outside room 108	yes
d	Arts pavilion				tunnel next to piano	yes
d	Arts pavilion	XX			4th floor lounge	yes
a	Arts pavilion		XX		main entrance	yes
a	Arts pavilion	XX			main entrance	yes
e	Second Lang. Bld.		XX		1st Floor	no
a	Tunnel SMRD/Arts		XX		Hallway beside room 257	yes
a	Tunnel SMRD/Arts		XX		Hallway beside room 257	yes
d	Tabaret		XX		Outside room 50a	no
a	Tabaret		XX		3rd Floor next to photocopier	no
c	Hagen Hall	XX			Front ent. next to water	yes (check fountain)
d	Academic Hall	XX			2nd Floor Lounge	?
d	30 Stewart Street	XX			Main Floor Lounge	yes
c	100 Laurier Ave.				Main Floor photocop.	yes
e	Perez	XX			Basement beside phone	no
a	Marisset		XX		Basement entrance next to Unicanre	yes
a	Marisset		XX		Basement entrance next to Unicanre	yes
a	Marisset		XX		Second Floor beside room 209	no
c	Tunnel Thompson-FTX	XX			Along the hallway	no
c	Tunnel Thompson-FTX		XX		Along the hallway	no
a	Unicanre		XX		Across from Book Store	yes
a	Unicanre		XX		Across from Book Store	yes

SCHEDULE "F"

VENDING MACHINES AND LOCATIONS

Sheet 1

The following are suggested locations and alternatives pending approvals by appropriate U of O facility representatives. If any are not approved, alternate locations will be agreed upon.

a	Unicentre	XX	Outside Financial Aid Office	no
a	Stanley/Marchand	XX	vend bank	yes
c	Montpetit	XX	Entrance to Athletic Centre lobby entrance	no
a	Montpetit	XX	Entrance to Athletic Centre	yes
c	Montpetit	XX	3rd Floor Lounge Sports Serve	no
a	Montpetit	XX	2nd Floor Common Area	yes - candy
a	Montpetit	XX	2nd Floor Common Area	yes - candy
c	Montpetit/Unicentre	XX	Hallway between 2 bldgs.	no
a	Montpetit/MX	XX	Hallway next to phones	yes
b	Lamoureux	XX	2nd Floor next to elevators	yes
b	Lamoureux	XX	4th Floor next to elevators	yes
a	Lamoureux	XX	Main Floor next to photocopy.	no
a	Lamoureux	XX	Main Floor next to photocopy.	no
c	LMX/Vanier	XX	Visual library	>>>
e	Vanier	XX	1st Floor SW entrance	no
c	Vanier	XX	4th Floor room 446	yes
b	Gendron	XX	Entrance	no
c	D'Orto	XX	3rd Floor Common Area	yes
d	Vachon	XX	Main Floor Entrance	no
c	Marion, Ives	XX	2nd Floor next to elevators	yes
b	Ked, Math Bldg.	XX	Entrance	no
c	Macdonald	XX	Basement beside elevator	no
d	129 Louis pasteur	XX	outside sidewalk	no
a, b, c, d, e, represent a ranking system in terms of preferred placements based on key elements including traffic, visibility, accessibility and security. "a" is highly preferred >>> "e" is least.				
* represents placements chosen as top priorities				
*** represents alternative placements				
revised August 28, 1997 by M.J. GAZAL				

SCHEDULE F

COLD BEVERAGE PRODUCTS LIST

COCA-COLA PRODUCT LIST

Soft Drinks (355 ml)

Classic, diet Coke
 Caffeine Free diet Coke
 Sprite, diet Sprite
 Barq's Root Beer
 Barq's Cream Soda
 Canada Dry Ginger Ale
 Canada Dry diet Ginger Ale
 Canada Dry Tonic Water
 Canada Dry Club Soda
 Fresca
 C Plus Orange
 C Plus Grape
 Tahiti Treat
 Wink

Soft Drinks (600 ml)

Classic, diet Coke
 Sprite, diet Sprite
 Barq's Root Beer
 Barq's Cream Soda
 Canada Dry Ginger Ale
 C Plus Orange
 C Plus Grape
 Wink
 Fresca
 Tahiti Treat

Natural Spring Water

(500ml/1L/1.5L)
 Volvic
 Crystal Springs
 (excl. 1L/1.5L)

Non-Carbonated Beverages

(341 ml Can)
 Minute Maid Orange Juice
 Minute Maid Apple Juice
 Five Alive
 Nestea Iced Tea
 diet Nestea Iced Tea

Non-Carbonated Beverages

(473 ml Bdflex)
 Minute Maid Orange Juice
 Minute Maid Apple Juice
 Nestea Iced Tea
 diet Nestea Iced Tea
 Raspberry Nestea Iced Tea
 Five Alive
 Five Alive Tropical Citrus

2L

Classic, diet Coke
 Caffeine Free diet Coke
 Sprite, diet Sprite
 Barq's Root Beer
 Barq's Cream Soda
 Canada Dry Ginger Ale
 Canada Dry diet Ginger Ale
 Canada Dry Lemon Ale
 Canada Dry Club Soda
 Canada Dry Wink
 Canada Dry Cranberry Ale
 Fresca
 C+ Grape
 C+ Tahiti Treat
 C+ Orange

1L

Classic
 diet Coke
 Sprite
 Barq's Root Beer
 C+ Orange
 Canada Dry Ginger Ale

Coca-Cola

Canada



SCHEDULE G

SIGNAGE AND ADVERTISING*

1. Publications

- Three (3) Sports Activities Calendars - full page ad (8½ x 11)
- *Football Program - full page ad (8½ x 11)
- All Varsity Sports Program - full page ad (8½ x 11)
- Alumni newsletter - logo only
- Game Day Programs for Varsity Sport - logo only
- Geo-Geos Game Schedule - logo only

2. Sponsor of Highest Profile Sport Event

A) Football Event during even years 98 - 00 - 02... - in alternate years when co-ordinated by Uof O (this is a joint U of O and Carleton Event).

- Ad in program & logo on game tickets
- Signage & scoreboard message during game
- Private Box & VIP privileges
- Players of the game presenter & pre-game reception
- Logo on event souvenir (usually t-shirt)
- Media exposure package (as prepared by Uof O in its sole discretion)
- Temporary in-stadium signage & scoreboard message during game (frequency and duration to be in Uof O's sole discretion)

B) During uneven years, same package with highest profile sport event.

- CCB shall have the exclusive rights to supply trademarked caps, trademarked coolers and trademarked squeeze bottles, to the varsity Team players for their use on Campus home benches and to the visiting team players for their use on Campus "visitors' benches" to the extent the team visiting players are permitted to do so.

- The University reserves the right to approve all sign and advertising design and final sign location.

- All sign production costs to be covered by CCB

- All publication advertisements shall be in black & white unless specifically noted

- With the agreement/written approval of the University of Ottawa, CCB may redeploy its signage from time to time provided that CCB shall pay all costs associated with such redeployment.

- Could be transferred to the highest profile sport or event, based on television and other national media agreements, or to provincial/regional championships.

Note: Sports Services may propose (one year in advance) alternate exposure opportunities especially as Sport Services programs expand and evolve.

3. Hospitality

- Corporate table and formal recognition at Gee-Gees Annual Awards Banquet
- One (1) foursome at the Sports Services Golf Tournament
- Season passes to all inter-university home games (4 passes) / main event tickets (2 tickets)
- One Corporate table at all varsity sport Banquets (i.e. Touchdown Dinner for Football)

4. Montpetit Hall (Athletic Building)

- Gymnasium scoreboard - two (2) 4' x 8' fixed side panel signs
- Gymnasium walls - three (3) 2' x 8' signage, one per gymnasium
- Newly renovated Fitness Centre - one (1) 2' x 8' fixed Advertising or Two (2) 2' x 8' Framed Advertising
- Men's locker room (newly renovated) - two (2) 2' x 4' fixed advertising
- Women's locker room (newly renovated) - two (2) 2' x 4' fixed advertising
- Swimming pool scoreboard - two (2) fixed side panel signs
- Pool facility walls - two (2) 3' x 3' signage

5. Student Federation

- One half-page advertisement per month in La Rotonde, the French language student newspaper.
- One half-page advertisement per month in The Fulcrum, the English language student newspaper.

6. University of Ottawa Administration

- Two, half-page, full colour advertisements to run in the Tabaret magazine.
- One full-page, full colour advertisement in the annual bilingual Alumni Logue Magazine sent to University of Ottawa Alumni.

- The University reserves the right to approve all sign and advertising design and final sign location.
- All sign production costs to be covered by CCB
- All publication advertisements shall be in black & white unless specifically noted

[This Schedule G is a guide for exposure opportunities and will be monitored annually and may be adjusted by mutual agreement]

SCHEDULE "H"

Wholesale and Maximum Retail Prices

(CCB to prepare)

17(1)(a)

PACKAGE	BRANDS	UNITS/ CASES	STANDARD PHYSICAL CASES CONVERSION	MAXIMUM RETAIL COST (Vending Machines only)
355ml cans	Soft Drinks	24	1	\$1.00
941 ml cans	Juices/Teas	24	1	\$1.25
475ml bottles	All (excluding soft drinks)	12	0.5	\$1.75
500 or 600ml bottles	All (soft drinks)	24	1	\$1.75
591ml P.E.T.	PowerAde	24	1	\$2.00
1 litre	Soft Drinks	12	1	
2 litre	Soft Drinks	8	1	
500ml	Volvo Water	24	1	
1 litre	Volvo Water	12	1	
1.8 litre	Volvo Water	12	1	
500ml	Crystal Springs	24	1	\$1.70
Postmix	All	20 Litre	4.4	
Postmix	Nestle	20 Litre	4.4	
Postmix	All	10 Litre	22	
Premix	All	1 Tank	1	
CO2		1 Cylinder	1	
257ml	Classic/diet Coke	24	1	

(If its deposit and taxes as applicable)

SCHEDULE I

CONDITIONS OF USE OF U of O MARKS

1. General Conditions

Each particular use of the U of O Marks by CCB, and each use of any likeness of the physical appearance of any part of the Campus (whether by photograph, drawing or any other form of reproduction), shall be subject to the express prior written approval of U of O. Without limiting the generality of the foregoing, the parties specifically agree as follows:

- (a) CCB shall undertake whatever measures are necessary so as to ensure that the U of O Marks are used only in accordance with the provisions of this Agreement;
- (b) CCB shall not, without the prior written approval of U of O, have any trade mark, trade name, emblems, logos, service marks or other marks denoting or identifying any third party or any third party's product or service affixed to or as part of (i) those Cold Beverage Products which display the U of O Marks on their packaging, or (ii) any advertising or promotional materials which display the U of O Marks;
- (c) CCB shall not use or permit any of the U of O Marks to be used or exploited in any manner contrary to public morals or which is considered deceptive or misleading or reflects unfavourably upon the good name, goodwill, reputation and image of U of O, nor in any manner which is contrary to applicable laws;
- (d) all uses of the U of O Marks by CCB shall faithfully and accurately reproduce the colour, design and appearance without embellishment as shown in the then current Graphic Standards. No partial version of any of the U of O Marks or fragment thereof, or any likeness of any part of the Campus, may be used at any time for any purpose without the express prior written consent of U of O;

- (e) all uses of the U of O Marks shall comply with applicable laws and regulations and shall indicate appropriate intellectual property notices of protection within Canada as set out in the Graphic Standards, or in such other form as approved or directed in writing by U of O. Such notices shall not be used with any U of O Mark to which they do not apply;
- (f) CCB shall use the U of O Marks in such manner as to protect and preserve all of U of O's respective rights in Canada and elsewhere;
- (g) CCB shall not adopt or use in Canada or elsewhere, any trade mark, trade name, logo, service mark, insignia, emblem, symbol or mark which contains or is confusingly similar to or a simulation or colourable imitation of the U of O Marks or a likeness of the physical appearance of any part of the Campus, which commitment shall continue, notwithstanding expiration or termination of this Agreement; and
- (h) CCB shall not use any of the U of O Marks as part of a trade, business or corporate name nor style to be used by it.

2. **Reservation of Rights**

CCB acknowledges and agrees that it has no right, title or interest in the U of O Marks except the use of the same as herein set out and that nothing in this Agreement shall be construed as an assignment or grant to either of them of any right, title or interest in or to any of the U of O Marks or in any copyright, trade mark, trade name or official mark, industrial design or other intellectual property of U of O and that it shall not take any action to the detriment of U of O's right or interest in any of the aforesaid, either during the term of this Agreement or thereafter.

3. **Assignment of Rights**

CCB agrees that should any right, title or interest in or to any of the U of O Marks, or in any goodwill created or arising in connection with the use of any of the U of O

Marks, or in any copyright, trade mark, trade name, official mark, industrial design or other property of U of O become vested in it, or in any other person employed by or associated with it (by operation of law or otherwise), it shall hold the same in trust for U of O, and they shall pass, and they are hereby irrevocably and unconditionally assigned, to U of O. Should CCB, with or without the prior written consent of U of O, create and make use of the U of O Marks in a configuration, other than as provided for in, or permitted by this Agreement, then CCB agrees that all rights in any new version, translation or arrangement of the U of O Marks or other change in such marks, created or used by or on behalf of CCB, shall be and shall remain the exclusive property of U of O (whether or not the same are registrable as a trade mark or official mark, copyright or industrial design), and the provisions of this Agreement shall apply to same mutatis mutandis as they do to the U of O Marks.

Item	Description	Quantity	Unit Price	Total Price
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100

SCHEDULE "J"

Standard Physical Case Conversion Table

PACKAGE	BRANDS	UNITS/CASES	STANDARD PHYSICAL CASES CONVERSION
355ml cans	Soft Drinks	24	1
341 ml cans	Juices/Teas	24	1
473ml bottles	All (excluding soft drinks)	12	0.5
500 or 600ml bottles	All (soft drinks)	24	1
591ml P.E.T.	PowerAde	24	1
1 litre	Soft Drinks	12	1
2 Litre	Soft Drinks	8	1
500ml	Volvic Water	24	1
1 Litre	Volvic Water	12	1
1.5 Litre	Volvic Water	12	1
Postmix	All	20 Litre	4.4
Postmix	All	10 Litre	2.2
Premix	All	1 Tank	1
CO2		1 Cylinder	1
237ml	Classic/diet Coke	24	1

SCHEDULE K

FINANCIAL SUMMARY

**Coca-Cola Bottling Ltd. University of Ottawa
Beverage Partnership for Growth
Financial Summary**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	TOTAL
Payable Fee	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	3,000,000
GUARANTEED SURPLUS	300,000	400,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000	4,000,000
PROJECTED SURPLUS	300,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	4,500,000
Over and Above Marketing Budget										
Capital Investment (4)	200,000									200,000
TOTAL POTENTIAL VALUE OF PARTNERSHIP	300,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	4,500,000

17(1)(a)

17(1)(a)

1. Computed calculated at sales revenue (after tax) on a package mix including of 300 and case 500, 4 and 471 ml.
2. Based on selling 7,000 standard physical cases in year one and a long term thereafter. 17(1)(c)
3. Based on selling 14,000 standard physical cases in year one and a long term thereafter. 17(1)(c)
4. Includes money for new food service CUP, vending and other food equipment. 17(1)(a)

* 7495 is an error. The correct number is 7445.

SCHEDULE L

[Intentionally Deleted]

SCHEDULE M

LIST OF OFFICIAL PUBLICATIONS AS AT COMMENCEMENT DATE

**LIST OF THOSE PUBLICATIONS
THAT WE CONTROL**

- Academic Calendar of the University of Ottawa
- TABARET Magazine (Alumni newsletter)
- Alumnilogue (catalogue of promotional material and services)
- Annual Varsity Sports Programs
- GAZETTE (The University of Ottawa newspaper)

SCHEDULE "N"

582199

Coca-Cola Bottling Ltd.

E.M.O.

EQUIPMENT MOVEMENT
ORDER

FORM
ORDER NO.

PLANT / WORKHOUSE
DATE APPROVED BY
EQUIPMENT SERVICE

EQUIPMENT NO.	OUTLET NO.	PLANT / WORKHOUSE
FORMAL ORDER	NON-FORMAL	DATE APPROVED BY
FORMAL ORDER	OUTLET NO.	PLANT / WORKHOUSE
FORMAL ORDER	OUTLET NO.	PLANT / WORKHOUSE
FORMAL ORDER	OUTLET NO.	PLANT / WORKHOUSE

ADJUSTED ITEM MOVEMENTS

RETURN FROM TENURE
 PURCHASE - S&L
 OUT FOR REPAIRS
 REPAIRS / SERVICE COMPLETE
 IN - IN
 LOST
 TRADE - IN
 DATA CHANGE
 BELONG TO
 PURCHASE DATA
 OUT FOR REPAIRS
 WAREHOUSE TRANSFER
 IN - OUT
 FOUND
 WRITE - OFF

EQUIPMENT NO.	SERIAL NO.	MODEL NO.	DESCRIPTION OF EQUIPMENT

PLACEMENT METHOD		APPROVAL	
<input type="checkbox"/> LOAN	<input type="checkbox"/> FULL SERVICE	SUBJECT / VALUE / LEASE AMOUNT \$	TRADE
<input type="checkbox"/> RENT	<input type="checkbox"/> SALE	FREQUENCY	
<input type="checkbox"/> LEASE	<input type="checkbox"/> NON COMPANY	LEASE ORIGINAL AMOUNT \$	TRADE
<input type="checkbox"/> DEMO		LEASE TERM (YRS)	

SUPPLY POINT SPACE PROVIDED <input type="checkbox"/> INSIDE <input type="checkbox"/> OUTSIDE HEIGHT _____ WIDTH _____ DEPTH _____ LOCATION _____	FOUND WITHIN 2 FEET <input type="checkbox"/> YES <input type="checkbox"/> NO ADJACENT / ON ON SITE <input type="checkbox"/> YES <input type="checkbox"/> NO STAIRS <input type="checkbox"/> UP <input type="checkbox"/> DOWN TRAILER LANE LOCATION _____	GUARANTEE WITHIN 3 FEET <input type="checkbox"/> YES <input type="checkbox"/> NO BACKUP PREVENTION PROTECT <input type="checkbox"/> YES <input type="checkbox"/> NO GRADE OR CONCRETE FLOOR <input type="checkbox"/> YES <input type="checkbox"/> NO 11" IS 1/2" WATER / 1/2" OUT WITHIN 6 FEET <input type="checkbox"/> YES <input type="checkbox"/> NO
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CUSTOMER LOCAL NAME _____ TRADE NAME _____ AUTHORIZED SIGNATURE _____ SPECIAL INSTRUCTIONS _____	SERIAL VALUE REF. _____ SALE NUMBER _____ SERVICE DEPARTMENT _____	EQUIPMENT EMPLOYED BY _____ RECEIPT DATE _____ EQUIPMENT OWNERSHIP: <input type="checkbox"/> COCA-COLA BOTTLING LTD. <input type="checkbox"/> CUSTOMER OWNED <input type="checkbox"/> OTHER _____
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RECEIVED BY _____ RECEIVED BY _____ DATE _____
 EQUIPMENT AGREEMENT CONTAINS ON REVERSE SIDE
 THE TERMS AND CONDITIONS ON THE REVERSE FORM AN INTEGRAL PART OF THIS AGREEMENT.

SAMPLE

SCHEDULE "N"

EQUIPMENT MOVE ORDER AGREEMENT

1. **Installation and Description.** Coca-Cola Bottling Ltd. (the "Seller") shall deliver and install the equipment described herein (the "Equipment") at the location specified herein and the Customer shall use the Equipment only at such location. Customer at its expense shall provide adequately serviced connections and utilities. Customer hereby guarantees that all its laws, ordinances and other regulations of Seller's ownership of the Equipment shall be distributed, defined or resolved and no other laws or ordinances shall be applied to the Equipment. (b) In the event the equipment operates as described hereon, Customer shall keep such sign prominently at all times and (c) the Equipment shall not be removed, moved or removed without prior written consent of Seller. Customer agrees that only the sold items of Seller shall be sold or moved through the Equipment and that the Seller shall be the sole provider of such items to be worked through the Equipment. For the purpose of this agreement "soft drinks" shall mean all non-alcoholic beverages.

2. **Kit and Service Volume.** Seller to install on the first of the Agreement Customer agrees to provide Seller in place the Equipment on Customer's premises. Seller shall stock the Equipment and shall collect and be entitled to all proceeds from the sale of soft drinks. If applicable, Seller shall pay Customer's commission on sales through the Equipment. The total commission and net profit is set forth herein but may be changed by Seller in its sole discretion. Compensation shall be payable from gross revenue less any applicable deposits for soft drinks if the Seller sold through the Equipment and less any royalties, provided or future sales taxes or license fees now or later imposed in connection with the Equipment.

3. **Warranty and Title.** is checked on the date of the Agreement. Seller hereby warrants the Equipment in the Customer and Customer agrees to pay the specified price. Payments are due in advance of the delivery specified on the first of the Agreement. Seller may change the price only charged under this Agreement by sending notice of change to Customer in its present address. Customer may terminate this Agreement at all times herein it is obliged in such change.

4. **Ownership.** Seller is and at all times shall remain the exclusive owner of the Equipment. Customer shall protect Seller's title and when the Equipment has been all claims, liens and encumbrances. Seller agrees to deliver and deliver all of the products stored in or sold through the Equipment and Customer agrees to purchase from Seller and sell it or sell through the Equipment only products supplied by Seller.

5. **Service Plan.** Seller agrees to provide responsive service and maintenance for the Equipment, in accordance with the terms of the Service Plan on the first of the term. Any additional parts during the warranty period not covered under this plan for 2 Service Plan fee is not included in costs will be billed to the Customer at the Seller's standard rate in which they have in force. The Customer by accepting the Service Plan but on the first of the term agrees to pay the amounts specified in advance on receipt of invoice.

6. **Disclaimer of Warranties.** Customer acknowledges that Seller is not the manufacturer of the Equipment. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS AS TO THE FITNESS, MERCHANTABILITY, DESIGN, CONSTRUCTION, OPERATION, SPECIFICATIONS OR PERFORMANCE OF THE EQUIPMENT. Customer accepts its warranties and expressly waives any implied warranties or warranties as to the fitness, merchantability, design, construction, operation, specifications or performance of the Equipment. Seller shall not be liable to Customer for any claims based upon or arising out of the use of the equipment, including, but not limited to, claims for personal injury, loss of profits or consequential or incidental damages in any way relating to the installation, use or operation of the Equipment.

7. **Liability and Costs.** Customer hereby assumes liability for any and all DAMAGES, normal wear and tear, accident, or loss of the Equipment. Customer shall pay any taxes or license fees which may be imposed on the Equipment by any taxing authority in the event of a default by Customer under this Agreement. Customer shall be liable for reasonable attorney fees and other costs incurred by Seller in enforcing its rights hereunder, in the equity of the situation.

8. **Indemnity.** Customer shall indemnify and hold Seller harmless from all claims, damages and expenses, including attorney's fees (including from city and all states, demands or rights of action that may be asserted against Seller which are caused by or result directly or indirectly from Customer's neglect or inaction in the use or operation of the Equipment or otherwise in connection with any injury to or death of any person or damage to or destruction of any property, unless such damage, destruction or injury is caused by the negligence or willful act or omission of Seller.

9. **Termination.** Either party may terminate this Agreement without cause upon 10 days written notice in the event, Customer agrees that upon any termination, Seller shall have the right to remove the Equipment. Specifically the Customer agrees that the minimum number of cases that must be sold through the Equipment is _____ and the Customer agrees that should this commitment not be satisfied, the Seller may terminate this agreement without.

10. **Assignment.** This Agreement shall not be assignable by Customer without the prior written consent of Seller. This consent shall be in writing and shall be in the form of a separate document which shall be signed by both parties. NO modification or waiver shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

11. **Entirety.** The parties confirm that it is their wish that this Agreement as well as any other documents relating thereto including notices and amendments have been and shall be drawn up in English only. The parties and previous agreement like related to the other documents to which this last one relates, if any, are hereby null and void of effect by operation of law except as expressly stated.

IN WITNESS WHEREOF the Customer has hereunto set his hand and seal and the Company on its behalf has caused the signature of its duly authorized

representative to be hereunto affixed this _____ day of _____ 19____

SIGNED, DELIVERED AND DELIVERED
in the presence of:

Signature

Customer Name

Authorized Signature

COCA-COLA BOTTLING LTD.

Per

SAMPLE