Gillette Pepsi Companies

EXCLUSIVE BEVERAGE AGREEMENT

This **Exclusive Beverage Agreement** is between: **Pepsi-Cola Bottling Company of Rochester, MN, (Bottler)** and **Albert Lea Public Schools (Customer).**

"Customer premises" shall be defined to include the following facilities and premises: **Albert Lea Public Schools** (2000 Tiger Ln, Albert Lea, MN 56007)

Term
The term of this Agreement is one (1) year, starting on 08/01/2026. When fully executed, this agreement will constitute a binding obligation of both parties until such time as the foregoing commitment of the Customer has been fulfilled by 07/31/2027. For purposes of this agreement, the term "year" will mean 12-month period during the term beginning on the first day of the term or anniversary thereof.

Scope
During the term the Customer shall purchase Pepsi-Cola branded products from the Bottler and its delivery system. These products include, but are not limited to, Carbonated Soft Drinks, Teas, Waters, Energy Drinks, Sparkling Waters, Isotonic Drinks, Juices, Coffee based drinks and other Soft Drink Beverages distributed by the Bottler.

Exclusivity
Bottler will be the exclusive non-alcoholic beverage supplier to the Customer during the term.

Equipment
Bottler will provide dispensing equipment, coolers, and vending Machines as mutually agreed upon. Equipment is the property of the Bottler and is to be used only to dispense Pepsi-Cola products.

Termination
Either party may terminate this Agreement if the other commits a material breach of this Agreement, provided that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within ninety (90) days of such notice. Any upfront payments will be prorated based on time left on the contract up to the termination date. Payment is due back from Customer within 30 days of termination date.

Right of First Refusal
Upon expiration or termination of this Agreement, Customer grants Bottler the right of first refusal to match any offer made to Customer by any other party with respect to the supply of product to Customer.

Prices
Bottler reserves the right to make wholesale pricing adjustments warranted by economic conditions in the local marketplace.

Funding and Rebates

- Signing Bonus of $1,000.00. The payment will be made within 30 days after the contract start date.
- $3.00 per case rebate on 20oz – 24 count bottles
- $1.50 per case rebate on 20oz or less – 12 count bottles
- Marketing Support: GPC will help design and print custom banners for the school district to promote school and team events. Print up to 5 banners annually.

Cash distributions require account to be in good standing and may be applied to any outstanding balances at the company's discretion.

Bottler Commitment
The Bottler agrees that it and each subcontractor shall to the extent applicable by law comply with (1) the terms of the Equal Opportunity and Affirmative Action clauses, which are incorporated herein by this reference, and program requirements contained in 41 CFR §§ 60-1.4(a), 250.5(a) and 741.5(a), or their successors, concerning women, minorities, eligible veterans and individuals with a disability, (2) the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (41 CFR § 60-4.2(d)), or its successor, (3) the EEO-1 and VETS-100 form filing requirements contained in 41 CFR §§ 60-1.7 and 61-250.5(a), or their successors, and (4) all applicable Executive Orders, laws and regulations relating to any of the above

Force Majeure
No party will be responsible to the other for any failure, in whole or in part, to perform any of its respective obligations hereunder, to the extent and for the length of time that performance is rendered impossible or commercially impracticable resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God pandemic, epidemic, insurrection, ware and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with the rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood explosion , riot strike or other acts of nature or man that are beyond the control of the parties unless such contingency is specifically excluded in another part of this Agreement ("Force Majeure Event"). Any Party(s) so affected, will (i) use all reasonable effort to minimize the effects thereof and (ii) promptly notify the other party(s) in writing of the Force Majeure and the effect of the Force Majeure on such party's ability to perform is obligations hereunder. The affected party(s) will promptly resume performance after it is no longer subject to Force Majeure. If the Force Majeure period continues beyond 90 days,

the parties agree to discuss in good faith potential modifications to this Agreement and in the event an agreement cannot be reached, any party may terminate the agreement.

Government Actions
If the action of any local, state or federal government entity (including, but not limited to; the imposition of sales taxes, fees, deposit requirements, or other government-imposed fees) increases the cost of, or the fees associated with, selling any or all of the Beverage, such increases shall be paid by the Customer, and shall not be used in the calculation under a price provision, if any, contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first above written.

Customer:	Bottler:
Albert Lea Public Schools	Pepsi-Cola Bottling Company of Rochester
Dr. Steven Heil	
(Name)	(Name)
Superintendent	
(Title)	(Title)
(Signature)	(Signature)
7/20/2026	
(Date)	(Date)