Beverage Vending and Pouring Rights Agreement

This Contract made and entered into by and between The University of West Florida Board of Trustees, a public body corporate, herein designated as University, and , FEI # herein designated as an Independent Contractor, as defined by Attorney General Opinion No. 062-120, and agrees to furnish services and product as described in solicitation 07/ITN-01/ES Pouring Rights at the main campus of The University of West Florida, Pensacola, Florida.

Whereas, the University presently located in Pensacola in Escambia County, Florida requires soft drink vending and fountain services to be conducted by the Independent Contractor, and Independent Contractor agrees to provide specified services, all to be done in accordance with the conditions incorporated hereto.

Witnesseth:

1. Consideration: The Independent Contractor for and in consideration of the performance of the covenants and agreements contained in the Invitation to Negotiate No. 07/ITN-01/ES, those documents issued by the University and collectively constituting the Invitation to Negotiate, and the documents submitted by the successful respondent who agrees to provide soft drink vending and fountain services on an as-needed basis.

2. Term: The term of the contract shall be for a period (to be negotiated) beginning October 1, 2007. The University may renew for (to be negotiated) periods subject to satisfactory periodic performance reviews and by mutual agreement in writing.

3. Cancellation: All contract obligations shall prevail through the satisfactory completion of service. In addition to the provisions of Paragraph 2 above, this contract may be canceled in whole or in part by either party by giving (to be negotiated) days prior written notice to the other party without penalty or cause. A termination penalty may not be charged to the University. The University shall be liable only for payment for service rendered prior to the effective date of termination.

4. Unilateral Cancellation: The University reserves the right to unilaterally cancel this agreement should Independent Contractor fail to abide by Section 119, F.S. regarding public records.

5. Revisions to the scope: The University may make additions, deletions or other modifications with respect to the number or location of equipment without violating the provisions of the contract.

6. Amendments: All changes to the terms and conditions of this agreement must be in writing and signed by both parties.

7. Governing Law: This Agreement is governed by the laws of the state of Florida and any provisions herein, in conflict therewith, shall be void and of no effect. Venue for all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects file an action in federal court) courts located in Escambia County, Florida. This choice of venue is intended by the parties to be mandatory. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section. The federal or state courts of the State of Florida shall have exclusive jurisdiction of any claims arising out of this Agreement.

8. Insurance: Independent Contractor shall maintain insurance coverage in the amounts shown on attached Exhibit A for duration of this agreement plus one year. Contractor shall have its carrier(s) forward certificate(s) of insurance and separate insured endorsement evidencing such coverage prior to beginning services on the campus of the University.

9. Assignment: Neither the University nor the Company shall assign any right or delegate any duties hereunder without the written consent of the other.

10. Hold Harmless: Company agrees to hold University harmless against third party lawsuit/litigation and provide cost of defense other than sole negligence on the part of University which is limited by Florida Statute 768.28.

11. Conflict of Interest: In accordance with Section 112.3185, Florida Statutes, the Company hereby certifies that to the best of its knowledge and belief no individual employed by it or subcontracted by
it has an immediate relation to any employee of the University who was directly or indirectly involved in this agreement.

12. **Notices:** All notices required in this contract will be mailed via certified mail, fax, or delivery service requiring evidence of receipt of delivery.

   Notices to the University shall be sent to –
   
   University of West Florida  
   Attention: Ms. Elaine Smith  
   Contracts Manager  
   11000 University Parkway  
   Bldg. 8, Room 107  
   Pensacola, FL 32514  
   Fax #850-474-2090

   Notices to the Company shall be sent to –

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**In witness whereof,** we set forth our hands and seals.

**Independent Contractor**                                **The University of West Florida**

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<th>David O’Brien, C.P.M.</th>
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<th>Associate Vice President for Administrative Affairs</th>
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Printed Name and Title

Witness

Witness