

BEVERAGE AGREEMENT

This Beverage Agreement (hereinafter referred to as the "Agreement") is entered on the 1st day of October, 2024 (the "Effective Date") by ROOTs Recovery Center, a company incorporated under the laws of Texas, having its registered place of business at 1300 Chicago St., Ste. 101, Laredo, Texas 78041 (herein referred to as the "Client"), and Coca-Cola Southwest Beverages LLC, an individual registered at 5420 LBJ Freeway, Dallas, Texas 75240 (hereinafter referred to as the "Supplier"), collectively referred to as the "Parties" and individually as a "Party".

WHEREAS Client wishes to procure certain beverages services, and

WHEREAS Supplier has experience and expertise in services required by Client.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree to the following:

Subject of the Agreement in accordance with terms and conditions of the Agreement, within/during the Event the Supplier shall provide the beverage services (the "Services. For the purpose of this Agreement the term "Event" means a period during which the Services will be provided.

Section 1. Term

The Agreement Shall enter into force as of the Effective Date and shall terminate December 31st, 2026, not to exceed \$264,160.00. Either party may terminate this agreement at any time during its term, with or without cause, by giving not less than ninety (90) calendar days' prior written notice, to the other party, of the intention to terminate the agreement and the specific termination date.

Section 2. Event Details

Event title Contract FY 24-100 Beverages Services /ROOTs Recovery Detox Center
Location 1300 Chicago St., Ste.101, Laredo, Texas 78041

Section 3. Services Provided

Coca-Cola Southwest Beverages LLC will be providing beverages as indicated in the weekly order, delivering them on a weekly basis as requested. Coca-Cola Southwest Beverages will provide a variety of beverages to meet the dietary needs of the population served.

Coca-Cola Southwest Beverages will be providing cooling equipment, including servicing such equipment to maintain safe and efficient operations.

Compensation for this Agreement will not exceed \$264,160.00.

Section 4. Additional Services

Client has a right to request in writing for additional services. The request should be made 7 days in advance. If the request is approved by Supplier, the Parties shall specify the details of additional services (types of additional services, price, payment conditions, and other details) in a separate Annex that will make an integral part of this Agreement by reference. Supplier has a right to decline the Client's request.

Section 5. Independent Contractors

Nothing in this Agreement or in the course of performance of this Agreement shall be interpreted to create an employment, agency, joint venture, or partnership relationship between the Parties.

Section 6. Damages

Supplier will be liable for direct damages with respect to any claim related to this Agreement and the Services provided.

Client will be responsible for any damages or loss to the Supplier's equipment due to misuse by Client or Client's attendee.

Section 7. Rules and Regulations

The Services should be delivered in compliance with all rules and regulations of the State of Texas related to service of items for consumption.

Section 8. Force Majeure Clause

Force majeure means earthquake, flood, storm, other acts of God, war, emergency, accident, industrial strike, acts of Government or other impediment which the affected party proves was beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of this Agreement or to have avoided or overcome it or its consequences. A Party affected by force majeure shall not be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this Agreement to the extent that the delay or non-performance, is due to any force majeure of which it has notified the other Party as agreed hereinafter. The time of performance of that obligation shall be extended accordingly. If any force majeure occurs in relation to either Party which affects or is likely to affect the performance of any of its obligations under this Agreement, it shall notify the other Party within a reasonable time as to the nature and extent of the circumstances in question and their effect on its ability to perform.

Section 9. Notice

All notices to the Parties required or otherwise given pursuant to the Agreement shall be given to the addresses set forth below:

Attn: Coca-Cola Southwest Beverages, 5420 LBJ Freeway, Dallas, TX 75240

Section 10. Governing Law and Dispute Resolution

This Agreement will be governed by and construed in accordance with the law of Texas, except for its conflicts of laws principles. The Parties agree on the exclusive jurisdiction in the court in Texas.

This Agreement shall be binding and shall inure to the benefits of the Parties and their respective permitted successors and assigns.

Section 11. Amendments

This Agreement is the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding any prior agreements and communication, both written and oral, regarding

such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

IN WITNESS WHEREOF, the Parties have signed this Agreement. Details and signatures of the Parties.

Client:

City of Laredo
ROOTS Recovery Center
1300 Chicago St., Ste. 101
Laredo, Texas 78041

By: _____
Joseph Neeb Date
City Manager

By: _____
Viviana Martinez, PhD, DHA, LCDC, CART, QMHP Date
Detoxification Director

APPROVED AS TO FORM

By: _____
Amber Holmes Date
Assistant City Attorney

ATTESTED

By: _____
Mario Maldonado, Jr. Date
City Secretary

Supplier:

Coca-Cola Southwest Beverages LLC
5420 LBJ Freeway, Dallas, TX 75240

By: _____
Aubrey Perez Date
Account Executive

Email: aubrey.perez@cocacolaswb.com
Phone number: 346-242-2880