



Aramark Refreshment Services
CUSTOMER RELATIONSHIP AGREEMENT

AGREEMENT EFFECTIVE DATE: 05/16/2022
CUSTOMER SERVICE LOCATION(S)

ARAMARK REPRESENTATIVE: Meghan Serratore
CUSTOMER BILLING ADDRESS (If Different)

CUSTOMER NAME: 251 DeKalb	CUSTOMER NAME: 251 DeKalb
ADDRESS: 251 West Dekalb Pike	ADDRESS: 251 W DeKalb Pike
CITY / STATE / ZIP: King of Prussia / PA / 19406	CITY / STATE / ZIP: King of Prussia / PA / 19406
PHONE #: (833) 715-9354	PHONE #: 2678006730
EMAIL: bkroker@comehometolindy.com	EMAIL: lkolinchak@comehometolindy.com
ATTN: Brian Kroker	ATTN: Lori Kolinchak
SIC: 6531	ACCOUNT TYPE: SHIP ONLY <input type="checkbox"/> FULL SERVICE <input checked="" type="checkbox"/>
	PAYMENT TYPE: CREDIT CARD <input type="checkbox"/> CHECK <input checked="" type="checkbox"/> EFT <input type="checkbox"/>
ADDITIONAL SERVICE LOCATIONS* (If Any):	
*In the event Aramark elects to provide services to any additional Customer location in the same geographic area as the initial location(s), the new location will automatically be covered by this Agreement.	

Aramark's Commitment to our Customers

- ♦ Reliable services, including regular delivery of product at your locations
- ♦ High quality products and equipment, meeting or exceeding industry standards
- ♦ Prompt, no-cost equipment repairs
- ♦ Regular servicing of Aramark provided equipment
- ♦ Dedication to meeting or exceeding your expectations

Service Guaranty: Customer may terminate this Agreement at any time for material deficiencies in service if, after notifying Aramark in writing of the nature of the service deficiencies, Aramark has not corrected the deficiencies within forty-five days.

Customer agrees to purchase all breakroom products, and rent related equipment, exclusively from Aramark. The breakroom products and equipment are listed below.

PRODUCTS:	Product	Price/Product	Product	Price/Product
	La Colombe Whole Bean	\$96/case		
	Upouria French Vanilla Powder	\$34/case		
	Upouria Hot Chocolate Powder	\$34/case		
	Peet's Pure Milk Powder	\$10/bag		
	La Colombe Decaf Ground	\$237/case		
	Cleaning Tablet	\$14/box		
	see proposal for additional pricing	\$0/each		

EQUIPMENT:	Description	Monthly Rental/Unit	Description	Monthly Rental/Unit
	De Jong Duke Virtu 9236(1)	\$125/monthly		

WATER SERVICES:	Water Units	Monthly Rental/Unit	Maintenance	Price Per Service/Unit
			Filter Changes (4 Times Per Year)	\$69
			UV Bulb Changes (Times Per Year)	\$

Administrative charge (not intended to be an employee tip or gratuity): \$9.99 per delivery

Equipment installation charge: \$0 per piece of equipment

MONTHLY MINIMUM PURCHASE REQUIREMENT: Each month, Customer agrees to spend, or guarantee average spend of, at least \$500.00, excluding applicable taxes, on products, equipment and services (the Monthly Minimum). Aramark reserves the right to invoice monthly the difference between Customer's actual spend and the Monthly Minimum if average spend falls below this amount.

Terms and Conditions

1. **Service Guaranty:** Customer may terminate this Agreement at any time for material deficiencies in service if, after notifying Aramark in writing of the nature of the service deficiencies, Aramark has not corrected the deficiencies within forty-five days.
2. This Agreement, including all attachments and addendums/amendments signed by both parties, is the entire agreement. Any terms and conditions in a customer purchase order or similar document will have no effect.
3. In no event will either party or its affiliates be liable to the other party for any claims for indirect, special, incidental, consequential, punitive or extraordinary damages, lost profits or business interruption.
4. Title and ownership of any equipment will remain with Aramark. Customer agrees to pay Aramark's standard replacement price for any equipment that is not returned to Aramark upon the expiration or termination of this Agreement or if any equipment is damaged by Customer, except for damage resulting from normal wear and tear. All products consumed or used in connection with the equipment furnished by Aramark must be purchased from Aramark.
5. Payment terms are net thirty days from the date of invoice. Aramark may charge a late payment charge on all past due amounts equal to the lesser of one and one-half percent per month (eighteen percent per year) or the maximum permitted by law. The charges in this Agreement are exclusive of any applicable taxes.
6. The initial term of this agreement is thirty-six months.
7. On or after each anniversary of the above Effective Date, Aramark may increase the prices then in effect by five percent (API). In addition, upon written notice (which may be by invoice, monthly statement or letter), prices may be changed by Aramark. Customer may reject a price change (except the API) by notifying Aramark in writing within five business days of receiving notice. If Customer rejects a price change, Aramark reserves the right to terminate this Agreement in whole or in part.
8. In addition to any other remedies Aramark may have, if Customer breaches this Agreement, or terminates this Agreement other than in accordance with the Section 1 or Section 6 above, Customer agrees to pay:
 - a) a restocking charge of seventy-five dollars per piece of equipment; and
 - b) liquidated damages (intended as a good faith pre-estimate of the actual damages Aramark would incur and not as a penalty) in an amount equal to twenty-five percent of the average monthly charges during the six months prior to termination times the number of months remaining on the unexpired term of this Agreement.
9. Additional charges will be agreed upon for services outside the scope of Aramark's standard service offering.
10. Customer acknowledges that some or all equipment will be connected to water lines. Aramark recommends enrolling in our Water Leak Prevention Program, which will provide for the installation of a Water Block on each water line and the annual inspection of the Water Block and related water lines used to connect the equipment. While no product or program can fully eliminate the risk of water leaks, these actions can help minimize water damage in the event of a leak. Unless initialed below, Aramark will implement the Water Leak Prevention Program. Customer agrees to pay an annual fee of \$50 dollars per water line with a Water Block installed.

Customer Additional/Special Requirements or Terms:

If additional products/services are to be provided, or buyback protected contract investment to be made, check box ☐ and attach addendum(s).

"replace section 8B to the following:

Liquidated Damages: \$125 Monthly Lease of Equipment times the remaining amount of months left on the agreement"

CUSTOMER

Signature:



Print Name:

Brian Kroker

Title:

Chief Operating Officer

ARAMARK REFRESHMENT SERVICES, LLC

Signature:



Print Name:

Dominick Todaro

Title:

GENERAL MANAGER