



EXCLUSIVE POURING RIGHTS AGREEMENT

This Agreement is made between **Brown Bottling Group, Inc. and Brown Vending Company d/b/a Refresh Sips & Eats** (the “Company”) with its corporate office located at **591 Highland Colony Parkway, Ridgeland, MS 39157-8784** and the **City of Vicksburg and Alderman of the City of Vicksburg**, (the “City”), **Post Office Box 150, Vicksburg, MS 39181** and relates to the purchase of certain drink products by the City effective on the date last party executes this Agreement and shall be for a period of five (5) years, save and except, the provision set forth in Paragraph 10.

1. Definitions.

As used herein, the terms below shall have the following meanings.

“Agreement Year” shall mean each Year during the term of this Agreement.

“Cases” shall mean Cases of the Products purchased by the vendors and concession stands of the City from the Company.

“Default” shall mean a material breach by either party of the terms and conditions of this Agreement.

“Equipment” shall mean automatic vending machine equipment, or other equipment, for the dispensing of Products.

“Packaged Products” shall mean packaged beverage products produced or distributed by the Company.

“Premises” shall mean the location(s) where the Equipment will be placed as stated here: **Equipment to be placed in location(s) mutually agreed upon by both parties in the facilities as described in Exhibit 3 (“City of Vicksburg Facilities”), or any other present, or future facilities, that the City may open and that is not otherwise exclusively exempted by this Agreement.**

“Products” shall mean all non-alcoholic beverages, including hot, cold, or frozen, carbonated, or non-carbonated or naturally or artificially flavored drinks including coffees and teas freshly brewed. For the sake of specificity, "Products" includes, but is not limited to, carbonated soft drinks, frozen or soft frozen beverages, including frozen lemonade and fruit juice products consumed through a straw or with a spoon, mixers, packaged waters, packaged milks, fruit and/or vegetable juices, fruit and vegetable flavored drinks, ready-to-drink chocolate based drinks, ready-to-drink tea and coffee products, sports and isotonic drinks, energy drinks, and all beverage bases from which these can be prepared (such as syrups, powders, crystals or concentrates), whether Fountain Products Package Products or Postmix Products.



“Term” shall mean the term of this Agreement as stated herein with commencement date effective on the date last party executes this agreement and expiration date set five (5) years hence, save and except, provision set forth in Paragraph 10.

Commencement Date: July 1, 2026

Expiration Date: August 31, 2031

“Year” as used in capitalized form shall mean a twelve-month period commencing on the first day of the Term or an anniversary thereof.

2. **Rights.** The City hereby grants the Company the exclusive right to provide all Products for non-vended and vended beverages at the Premises and rights to install and maintain Equipment in mutually agreed locations on the Premises throughout the Term. The City agrees to offer the Products and to use the Equipment exclusively for the display of the Products. During the Term, the City agrees that no products other than the subject Products shall be placed in or displayed on the Equipment and that the City will not purchase, sell, distribute, or advertise any other drink products other than the Products distributed by the Company. City grants exclusive advertising rights on scoreboards and in the concession stands to the Company, and will not grant advertising rights on the Premises or in the concession stands to any manufacturer or distributor of beverages other than the Company’s Products.
3. **Equipment/Service Support.** The Company will install the Equipment necessary for dispensing of the Products on the Premises in mutually agreed locations throughout the Term. Equipment shall at all times remain the sole property of the Company, which will repair, clean and maintain the Equipment and keep the Equipment in good working order and condition at all times. The Company shall have the exclusive right to repair, replace, move, or remove any and all Equipment at its sole election. The City shall not permit any party (including City personnel) to repair, replace, relocate, move, or remove any Equipment. Notwithstanding the foregoing, the City agrees to use reasonable efforts to keep the Equipment in clean and sanitary condition, wholly free of all advertising (other than Products advertising). In addition, the City agrees to promptly notify the Company of any need for repair or service to the Equipment and to cooperate fully with Company in effecting such repair or service.
4. **Product Pricing/Purchase Requirements.** Pricing and purchase requirements of the Products shall be as set forth on Exhibit 1 hereto.
5. **Considerations.** For the exclusive rights described herein, the Company agrees to pay or provide the City support as provided in Exhibit 2 attached hereto.
6. **Default and Termination.** In the event of a Default, the non-breaching party may give the other party notice of termination as a result of such Default. If the Default is remedied within 60 days following such notice, the notice of termination shall be null and void. If such Default is not remedied within the 60-day period, the non-breaching party may terminate this Agreement upon the expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in



addition to any other rights available to either party in law or in equity. Any notice of Default or Termination shall be forwarded in writing by certified mail and if by the Company, to the City of Vicksburg, Office of the City Clerk, P. O. Box 150, Vicksburg, Mississippi 39181, or if by the City to Brown Bottling Group, Inc., Attn: President & CEO, P. O. Box 3186, Ridgeland, MS 39158.

7. **Rights upon Termination.** Upon termination or expiration of this Agreement, the City shall permit the Company reasonable access to the Premises, free from any claims of trespass, for the purposes of removing Equipment and any other equipment or property provided by Company to City under this Agreement within 30 days from the date of such termination or expiration. Until such time as all Equipment is removed, the City's obligations shall continue as set forth in paragraph 4 of this Agreement, save and except for advertising. The Company shall use all reasonable efforts to leave each Equipment site on the Premises in the condition in which it existed prior to installation of the Equipment, excepting reasonable wear and tear and any damage that may have occurred that was beyond Company's control or anticipation. The parties acknowledge that the rights granted to Company herein are special, unique, and extraordinary, and are of peculiar value, the loss of which cannot be fully compensated by damages in an action at law or any application of other remedies described herein. As a result, City acknowledges and agrees that, in addition to any other available remedies, in the event of a material limitation of any of Company's rights hereunder or in the event of a breach of the exclusive rights hereunder, Company shall be entitled to seek and obtain equitable relief. Upon termination of this Agreement for any reason by the City, City will refund any prepaid Sponsor Fees as provided in Exhibit 2, prorated to the date of termination or, if earlier, the date of any breach or default hereunder by City; however, fees will not be pro-rated if terminated by the Company.

8. **No Conflicts.** The City represents and warrants to the Company that the execution, delivery, and performance of this Agreement by the City will not violate any agreements with, or rights of, third parties unless so determined by a Court of competent jurisdiction.

9. **Assignment.** This Agreement shall not be assigned by the City without the prior written consent of Company.

10. **Succession: City Administration.** Company understands that a succeeding administration, under State law, may void this Agreement without the City incurring any liability to the Company for early termination of the Agreement. A new administration for the City of Vicksburg will take office June 30th, 2029.

11. **Entire Agreement; Amendments.** This Agreement contains the entire understanding and agreement between the parties and supersedes all other agreements between the parties regarding the placement of Equipment on the Premises and the purchase of Products by the City. This Agreement may be amended or modified only in writing and signed on behalf of each of the parties.



12. **Authority.** The undersigned officer or agent signing on behalf of any party has been duly authorized to sign this Agreement on such parties' behalf and this Agreement has been duly authorized and approved by all necessary action of the governing board of each of the parties hereto.

13. **Private Catering.** At the Vicksburg Convention Center and Vicksburg City Auditorium, regarding private parties and events, i.e., weddings, at the request of an individual or individuals renting facility, non-exclusive products may be served in addition to the Company's products.

14. **Damages and Liability Coverage.** To the fullest extent permitted by the law, the City agrees to hold Company harmless for any damages it causes to the Equipment located at the Premises and shall be responsible, either as part of City's insurance coverage, or at its own expense, for the full replacement cost of the Equipment for any and all damages incurred in the event of loss or damage by fire, explosion, or other hazards throughout the term of this Agreement. City is not responsible for damages caused by third parties who are not City employees. City also agrees to carry at all times during the term of this Agreement, general public liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the leased premises, such insurance to afford protection with limits of not less than \$500,000 combined single limit coverage.

15. **Force Majeure.** It is mutually understood that neither party shall be held responsible for damages caused by delay or failure to perform when such delay or failure to perform is due to fire, strikes, earthquake, flood, hurricane, tornado, or other natural disasters, act of war or terrorism, act of God, epidemic, pandemics (including the Covid 19 pandemic which is ongoing as of the date of this agreement), legal acts of public authorities including quarantine orders, unforeseen internet disturbance, failure of utility services or unavoidable delays or defaults caused by public carriers. In the event that a party is closed or unable to perform due to a force majeure event for a period of more than thirty (30) consecutive days, then the other party at its option may terminate this agreement without liability and remove any of its property.

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IN WITNESS WHEREOF, the parties warrant that this Agreement constitutes the entire understanding of both parties and no terms may be altered or waived except by the mutual written consent of both parties.

COMPANY:

CITY:

**Brown Bottling Group, Inc. and
Brown Vending Company, Inc.
d/b/a Refresh Sips & Eats**

City of Vicksburg

By: _____

By: _____

Name: Mel Burgess
Title: Chief Sales Officer

Name: Willis T. Thompson
Title: Mayor

Date: _____

Date: _____

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EXHIBIT 1

A. PRICING SCHEDULE

1. Vended Products.

Company agrees to sell Products in bottles and cans through its vending outlets, without commission throughout the Term of the Agreement, with vended pricing during the first Agreement Year as follows:

PACKAGE	VEND PRICE
12-oz Cans Carbonated	\$1.25
16-oz Bottles Juice	\$2.25
20-oz Bottles Isotonic	\$2.50
20-oz Bottles Water	\$2.25
20-oz Bottles Carbonated	\$2.25

Company and City will mutually agree upon the Vend Price at the beginning of each Agreement Year.

2. Non-Vended Products.

Company agrees to sell Products for non-vended sales during the first Agreement Year to the City at the following prices. Customer agrees and warrants that all beverage products purchased for non-vended sales at the Premises shall be only the Products which shall be purchased from the Company. The City shall cause any third party which sells any beverages at the Premises for any City event to sell only the Company's Products and to purchase the Products directly from the Company.

Product & Package	Price Per Case
20-oz. Carbonated Soft Drinks	\$33.99/24-pk case
20-oz. Gatorade	\$40.90/24-pk case
20-oz. Bottled Water	\$29.70/24-pk case

Product & Package – Fountain Bag-in-Box (BIBX)	Price Per BIBX
5 Gallon	\$120.00
5 Gallon Hawaiian Punch	\$130.00
3 Gallon	\$74.91



Product & Package – Coffee, Tea, Lemonade	Price Per Case
Hill & Brooks Front Porch Coffee (2.5OZ pouch/36 count case)	\$67.08
Hill & Brooks Unsweet Tea (4OZ pouch/24 count case)	\$41.79
Hill & Brook Lemonade (6 unit/case) *each unit yields 3-gallons	\$76.77
Hill & Brook Strawberry Lemonade (6 unit/case) *each unit yields 3-gallons	\$76.77

Company will notify the City at least thirty (30) days before the end of each Agreement Year of any increase in prices for the subsequent Agreement Year. The City agrees to the Company's payment terms of Net 15 days from date of purchase.

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A. CITY SUPPORT CONSIDERATIONS

1. Total Considerations:

a) Case Rebate Payment (Non-Vended Sales)

- The Company agrees to pay the City the following non-vented rebates from items either purchased directly by the city or any third-party operator from Brown Bottling Group in support of the City’s Annual Independence Day Fireworks display or for other City sponsored events as deemed appropriate by the city.

Package	Rebate Per Case
20oz Bottle Carbonated Soft Drinks / 24-pack	\$10.00
20oz Bottle Lipton Tea / 24-pack	\$10.00
20oz Bottle Aquafina Water / 24-pack	\$10.00
20oz Bottle Gatorade / 24-pack	\$10.00
20oz Bottle Propel / 12-pack	\$5.00

- The Company will receive free recognition and/or publicity as a sponsor of the City’s Annual Independence Day Fireworks display, or other City sponsored event, in return for said Case Rebate Payments.
- The annual Case Rebate payment will be based on the twelve (12) month sales period beginning April 1st of each Agreement year through March 31st of the following Agreement year.
- Annual payments will be due to the City no later than fifteen (15) days following the end of each Agreement Year herein established as March 31st.

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A. CITY OF VICKSBURG FACILITIES

Name of Facility	Location of Facility
Airport Administration Building	6855 Hwy 61 South
Animal Control	100 Old Valley Mills Rd
Cemetery	326 Lovers Lane
City Hall	1401 Walnut Street
City Hall Annex	1415 Walnut Street
Community Development	1410 Monroe Street
Vicksburg Convention Center	1600 Mulberry Street
Gas Plant	801 North Washington Street
Jackson Street Center	923 Walnut Street
Police Department	820 Veto Street
Police Ellis Building	1617 Walnut Street
Street/ROW/Sewer Offices (Park & Rec)	1080 Army Navy Drive
Swimming Pool	900 Lee Street
Tennis Courts Building	1266 S Frontage Road
Vehicle Maintenance Building	815 China Street
Wastewater Office	4430 Rifle Range Road
W&G Administration	2111 Drummond Street
Water Main	110 North Washington Street

No commission will be paid to the City, or the Location, during the Term of this Agreement as agreed to by the City

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