

**POURING RIGHTS SERVICES AGREEMENT BETWEEN**  
**THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN**  
**GOVERNMENT OF NASHVILLE**  
**AND CCBCC OPERATIONS, LLC**

This contract (this "Contract") is made and entered into as of the 1<sup>st</sup> day of May, 2013, by and between **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Convention Center Authority") and **CCBCC OPERATIONS, LLC** ("Contractor"), a limited liability company registered to do business under the laws of Tennessee. (The Convention Center Authority and the Contractor are collectively referred to herein as the "Parties").

This Contract consists of the following documents (incorporated by reference):

- This contract document and attached exhibits:
  - Exhibit A – Contractor Responsibilities
  - Exhibit B – Compensation and Pricing
  - Exhibit C – Insurance Policies and Proof of Insurance
- The solicitation documentation, including Request for Proposal #109-2012 ("RFP");
- Contractor's response to solicitation and RFP, including the affidavit submitted therewith; and
- Procurement Nondiscrimination Program forms.

In the event of conflicting provisions, all documents shall be construed in the order listed above (starting with the contract document and attached affidavit and exhibits).

**WITNESSETH**

WHEREAS, the Convention Center Authority has undertaken the construction of a new convention center, to be located at 201 Fifth Avenue, South, Nashville, Tennessee 37203, including approximately 353,000 square feet of exhibition space, approximately 75,000 square feet of ballroom space (consisting of a 57,500 square foot grand ballroom and an 17,900 square foot junior ballroom), 60 meeting rooms with approximately 102,000 square feet in total, over 145,000 square feet of pre-function space, two outdoor terrace areas (one on 5<sup>th</sup> Avenue with 19,000 square feet of space and the other at the corner of 8<sup>th</sup> Avenue and Demonbreun with over 16,500 square feet of space), 31 loading docks, and approximately 2,200 square feet of retail space ("Music City Center"), to be owned and operated by the Convention Center Authority;

WHEREAS, pursuant to its procurement policy, the Convention Center Authority issued the RFP for the pouring rights program for the Music City Center;

WHEREAS, Contractor is in the business of providing pouring rights for convention centers and/or other public gathering places and, as a result, responded to the RFP; and

WHEREAS, the Convention Center Authority has determined that it is in its best interest to request that Contractor provide certain pouring rights services for the Music City Center, as further set forth herein.

THEREFORE, in consideration of the duties, covenants and obligations of the other hereunder, and for other good and valuable consideration, the Convention Center Authority and Contractor hereby agree as follows:

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and shall be the exclusive provider of, the non-alcoholic beverages described on Exhibit B (Compensation and Pricing) to this Contract (the “Products”) at the Music City Center. In addition, Contractor agrees to supply, at no cost to the Convention Center Authority, all necessary vending machines, fixed coolers, rolling coolers and ice containers for the Products (collectively, the “Equipment”). All Equipment is and shall remain the property of Contractor. The Convention Center Authority shall take no action inconsistent with such ownership and shall cooperate with Contractor in preserving and evidencing the same, including the execution, delivery and filing of financing statements and other documents, as Contractor may require. Contractor agrees, throughout the term of the Contract, to adhere to the duties, responsibilities and standards set forth on Exhibit A (Contractor Responsibilities) and to provide such services in a professional, competitive and competent manner equivalent to services provided in tier one convention centers and hotels. Subject to the terms of this Contract, the Products shall be the exclusive non-alcoholic beverages advertised, distributed or sold at the Music City Center. Notwithstanding this exclusive supply agreement between Contractor and the Convention Center Authority, the Parties agree that if a customer of the Music City Center will only book an event on the condition that it be allowed to use or promote a non-alcoholic beverage provider other than the Contractor, then the Music City Center may permit such an arrangement for that particular event in order to secure the business and allow additional beverage brands be distributed and/or sold within the Music City Center in order to accommodate such. Further, the Parties agree that if the Music City Center enters into an agreement with a retail food service operation or other business, contractor or tenant that is required to utilize existing beverage contracts based on their franchise agreement or other contractual agreement, then such retail food service operation or other business, contractor or tenant shall be permitted to use a non-alcoholic beverage provider other than Contractor.
2. **Term.** The term of this Contract will begin on May 1, 2013 (the “Commencement Date”). Unless terminated as set forth herein, the initial term of this Contract will expire on April 30, 2018. For purposes of this Contract, a “Contract Year” means the twelve-month period beginning on May 1 of a calendar year and continuing through April 30 of the immediately following calendar year.
3. **Compensation.** The Convention Center Authority agrees to purchase the Products for the Music City Center from Contractor at the prices set forth on Exhibit B (Compensation and Pricing). In addition, Contractor agrees to pay the commissions, rebates, bonuses and such other payments described on Exhibit B (Compensation and Pricing) to the Convention Center Authority at the time and in the manner as set forth on Exhibit B (Compensation and Pricing).
4. **Taxes.** The Convention Center Authority shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the Convention Center Authority.

**5. Copyright, Trademark, Service Mark, or Patent Infringement.**

- 5.1. Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against the Convention Center Authority to the extent that such suit is based on a claim that the Products or services furnished by Contractor infringe a third party's copyright, trademark, service mark, or patent. Contractor shall indemnify and hold harmless the Convention Center Authority against any award of damages and costs made against the Convention Center Authority by a final judgment of a court of last resort to the extent such award is based on a claim that the Products or services furnished by Contractor infringe a third party's copyright, trademark, service mark or patent. The Convention Center Authority shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. The Convention Center Authority reserves the right to participate in the defense of any such action at its own cost and expense. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon the Convention Center Authority unless approved by the Convention Center Authority.
- 5.2. If the Products or services furnished under this Contract become the subject of such a claim of infringement, then without diminishing Contractor's obligations under Section 5.1, Contractor may at its option and expense:
  - 5.2.1. Procure for the Convention Center Authority the right to continue using the Products or services.
  - 5.2.2. Replace or modify the alleged infringing Products or services with other equally suitable products or services that are satisfactory to the Convention Center Authority, so that they become non-infringing.
  - 5.2.3. Remove the Products or discontinue the services and cancel any future charges pertaining thereto.
  - 5.2.4. Provided, however, that Contractor will not exercise option 5.2.3. until Contractor and the Convention Center Authority have determined that options 5.2.1. and 5.2.2. are impractical.
- 5.3. Contractor shall have no liability to the Convention Center Authority, however, if any such infringement or claim thereof is based upon or arises out of:
  - 5.3.1. The use of the Products or services provided by Contractor hereunder in combination with apparatus or devices not supplied or approved in writing by Contractor.
  - 5.3.2. The use of the Products or services in a manner for which the Products or services were neither designated nor contemplated.

5.3.3. The claimed infringement in which the Convention Center Authority has any direct or indirect interest by license or otherwise, separate from that granted herein.

5.4. Nothing contained in this Contract shall be deemed to grant the Convention Center Authority any right in, or license to, any intellectual property of Contractor or its affiliates, and the Convention Center Authority shall not copy, reproduce, distribute or otherwise use any trademarks, service marks, logos or slogans of Contractor or its affiliates, without the prior written consent of Contractor.

**6. Termination.**

6.1. *Breach.* Should either Party fail to perform its obligations under this Contract or if it should violate any of the terms of this Contract, the other Party shall have the right to immediately terminate the Contract if the breaching Party does not cure such breach within thirty (30) days of the date it receives written notice from the other Party reasonably specifying such breach. Such termination shall not relieve the breaching Party of any liability to the other Party for damages sustained by virtue of such breach.

6.2. *Notice.* Subject to the provisions of Section 6.3 below, the Convention Center Authority may terminate this Contract at any time and for any reason upon thirty (30) days written notice to the Contractor.

6.3. *Reimbursement.* Should the Convention Center Authority terminate this Contract other than pursuant to Section 6.1, or if Contractor terminates this Contract pursuant to Section 6.1, then the Convention Center Authority shall reimburse Contractor for [i] a pro-rated portion of any annual prepaid advance set forth on Exhibit B (Compensation and Pricing) (including, without limitation, any rebate or marketing and promotion payment) paid to the Convention Center Authority during the Contract Year in which this Contract is terminated; and [ii] a pro-rated portion of any initiation payment paid by the Contractor if this Contract is terminated prior to the first anniversary of the date hereof. For the avoidance of doubt, (a) any pro-rated amount reimbursable under [i] shall be calculated based on the commencement of the Contract Year for which the payment was made through the effective date of termination divided by 365 and (b) any initiation payment reimbursable under [ii] shall be calculated based on the date of this Contract through the effective date of termination divided by 365.

7. **Maintenance of Records.** The books, records, and documents of Contractor, insofar as they relate to the performance of this Contract, shall be maintained in accordance with accepted industry standards for a period of three (3) full years from the date of the expiration or termination of this Contract and will be subject to audit (at the expense of the Convention Center Authority) at any reasonable time and upon reasonable notice by the Convention Center Authority or its duly appointed representatives. Breach of the provisions of this section is a material breach of this Contract.

All documents and supporting materials, insofar as they relate to the performance of this Contract or any designated portion thereof, which are in the possession of Contractor or any subcontractor or sub-consultant shall be made available to the Convention Center Authority for

inspection and copying, at the expense of the Convention Center Authority, upon the reasonable, written request from the Convention Center Authority. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority upon the reasonable, written request from the Convention Center Authority and at the Convention Center Authority's expense.

8. **Monitoring.** The Contractor's performance of this Contract and the records maintained by Contractor pursuant to this Contract shall be subject to monitoring and evaluation by the Convention Center Authority, the Metropolitan Government Department of Finance, the Division of Internal Audit, or their duly appointed representatives.
9. **Convention Center Authority Property.** Any Convention Center Authority property, including but not limited to books, records, documents, drawings, submittals and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to the Convention Center Authority by Contractor upon termination or expiration of the Contract. The Contractor may keep one (1) copy of the aforementioned documents following the termination or expiration of the Contract; provided, however, that in no event shall the Contractor use, or permit to be used, any portion of the documents on other projects without the Convention Center Authority's prior written authorization.
10. **Modification of Contract.** This Contract may be modified only by written amendment executed by all Parties hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws or the Convention Center Authority's Procurement Policy, as applicable.
11. **Partnership/Joint Venture.** This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this section. No Party shall become liable for any representation, act or omission of any other Party contrary to the terms of this Contract.
12. **Waiver.** No waiver by either Party of a breach of any provision of this Contract by the other Party shall be deemed to be a waiver of any other breach thereof or as a waiver of any provision of this Contract.
13. **Employment and Nondiscrimination.** It is the policy of Convention Center Authority that any person or contractor furnishing supplies or services to Convention Center Authority, and to which any funds of Convention Center Authority are expended, shall establish equal employment opportunities for all individuals so that no individual shall be excluded from employment by such person because of race, creed, color, national origin, age or sex, and to ensure compliance with all applicable laws concerning the employment of individuals with disabilities, including the posting of any applicable, legally-required notices. With regard to all aspects of this Contract, Contractor certifies and warrants that it shall not subscribe to any personnel policy which permits or allows the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

14. **Representations, Warranties and Covenants.** Each of the Parties represents and warrants that this Contract is valid and legally binding upon that party and enforceable in accordance with its terms. The Convention Center Authority represents, warrants and covenants that (i) the Convention Center Authority has the sole and exclusive authority to distribute the Products, and authorize distribution, at the Music City Center and to grant the rights to Contractor set forth herein, (ii) the Convention Center Authority has taken all required and advisable action necessary to enter into, and complied with all applicable laws and regulations in entering into, this Contract, and (iii) the Convention Center Authority will ensure that any and all of its employees, agents and authorized representatives shall adhere to the terms and conditions of this Contract.
15. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws and regulations.
16. **Taxes and Licensure.** Contractor shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.
17. **Contingent Fees.** Contractor hereby represents that Contractor has not been retained, and has not retained any persons, to solicit or secure the Contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this section is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the Convention Center Authority contracts.
18. **Gratuities and Kickbacks.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of this Contract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to Contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order in connection with this Contract. Breach of the provisions of this section is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a Contractor or subcontractor under Convention Center Authority contracts.
19. **Americans with Disabilities Act (ADA).** Contractor assures the Convention Center Authority that all services provided through this Contract shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule, published in the Federal Register on July 23, 2004. Contractor will ensure that persons with

disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

20. **Insurance.** During the term of this Contract, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below. Proof of insurance, attached as Exhibit C (Insurance Policies and/or Proof of Insurance) shall be required naming the Convention Center Authority as an additional insured.

20.1. General Liability Insurance in the amount of one million (\$1,000,000.00) dollars.

20.2. Automobile Liability Insurance in the amount of one million (\$1,000,000.00) dollars.

20.3. Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee. (Not required for companies with fewer than the statutory minimum.)

20.4. Such insurance shall:

20.4.1. Contain or be endorsed to contain a provision that includes the Convention Center Authority, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

20.4.2. For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance as respects the Convention Center Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the Convention Center Authority, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

20.4.3. Automotive Liability Insurance including vehicles owned, hired, and non-owned shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the Convention Center Authority, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

20.4.4. Worker's Compensation (if applicable), Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. Contractor shall require each of its subcontractors to provide Workers'

Compensation for all of such subcontractor's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

20.4.5. Contractor shall:

20.4.5.1. Prior to commencement of services, furnish the Convention Center Authority with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

President & CEO  
Convention Center Authority for the Government of  
Nashville and Davidson County  
201 Fifth Avenue South  
Nashville, TN 37203

Provide certified copies of endorsements and policies if requested by the Convention Center Authority in lieu of or in addition to certificates of insurance.

20.4.5.2. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

20.4.5.3. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the Convention Center Authority system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the Convention Center Authority as a material breach of the contract.

20.4.5.4. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Convention Center Authority or the Metropolitan Government's Director of Risk Management Services.

20.4.5.5. Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall file subcontractor's certificates of insurance in the Convention Center Authority's system.



- 20.4.5.6. Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by the Convention Center Authority prior to the commencement of services.
- 20.4.5.7. If the Contractor has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

**21. Indemnification and Hold Harmless.**

- 21.1. Contractor shall indemnify and hold harmless the Convention Center Authority, its officers, agents and employees (collectively, the “Convention Center Indemnitees”) from any third party claims, damages, costs and attorney fees incurred by the Convention Center Indemnitees to the extent arising, in whole or in part, out of (i) the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its subcontractors, sub-consultants or independent contractors, in connection with their performance of this Contract and the services provided hereunder, and (ii) the failure of Contractor, its officers, employees and/or agents, including its subcontractors, sub-consultants or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
  - 21.2. Pursuant to Tennessee Attorney General Opinion 93-01, the Convention Center Authority will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.
  - 21.3. In no event will Contractor be liable for any special, indirect, incidental or consequential damages that may arise in connection with this Contract or any other matter whatsoever, regardless of whether such claims are based in contract, tort (including negligence), strict liability or otherwise, even if Contractor has been advised of the possibility of such damages.
22. **Assignment; Consent Required.** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and permitted assignees of the Parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Convention Center Authority; provided, however, that Contractor may assign this Contract or delegate its obligations under this Contract to an affiliate of Contractor without the prior written consent of the Convention Center Authority. Any such assignment or transfer shall not release Contractor from its obligations hereunder.
23. **Entire Contract.** This Contract sets forth the entire agreement between the Parties with respect to the subject matter hereof, shall govern the respective duties and obligations of the Parties, and supersedes and cancels all prior or contemporaneous oral or written contracts and understandings with respect to the subject matter hereof.
24. **Force Majeure.** If either Party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Contract by any strike, lockout, or labor

dispute not caused by the negligence or breach of such non-performing Party or the breach of a labor contract by such non-performing Party; the inability to obtain labor or materials not resulting in any way from the negligence or any act or omission of the non-performing Party; an act of God; governmental restrictions, regulations or controls not existing as of the execution of this Contract; enemy or hostile governmental action; civil commotion, insurrection, fire or other casualty not resulting from the non-performing Party's negligence or other actions; or any other condition beyond the reasonable control of the responsible Party), then the time to perform the obligation or satisfy the condition shall be extended for a period of time equal in length to the length of such force majeure event.

25. **Governing Law.** The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
26. **Venue.** Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.
27. **Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.
28. **Notices and Designation of Agent for Service of Process.**

All notices to the Convention Center Authority shall be mailed or hand delivered to:

President & CEO  
Convention Center Authority of the Metropolitan Government of  
Nashville and Davidson County  
201 Fifth Avenue South  
Nashville, TN 37203

Notices to Contractor shall be mailed or hand delivered to:

Coca Cola Bottling Company Consolidated  
4100 Coca-Cola Plaza  
Charlotte, NC 28211  
Attn: J. Daniel Rowe

Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

J. Daniel Rowe  
Coca Cola Bottling Company Consolidated  
4100 Coca-Cola Plaza  
Charlotte, NC 28211

29. **Effective Date; Counterparts.** This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Convention Center Authority. This Contract may be executed in duplicate counterparts (including by

delivery of a signature via email, facsimile, .pdf or other electronic means), each of which shall be deemed an original hereof.

**[The remainder of this page has been intentionally left blank.  
Signatures appear on the next page.]**

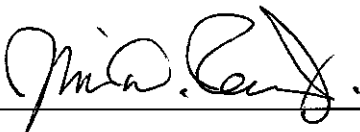
**THE CONVENTION CENTER  
AUTHORITY OF THE METROPOLITAN  
GOVERNMENT OF NASHVILLE AND  
DAVIDSON COUNTY**

BY: 

Print: Charles L. Starks

Title: President + CEO

**CONTRACTOR**

BY: 

Print: Julius D. Rowe, Jr.

Title: VP On-Premise Sales & Service

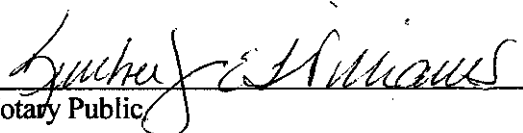
Sworn to and subscribed to before me, a

Notary Public, this 15 day

of May, 2013,

by Julius D. Rowe, Jr.,

the VP On Premise Sales & Svc  
of Contractor and duly authorized to execute  
this instrument on Contractor's behalf.

  
Notary Public

My Commission Expires  
January 24 2014

**Exhibit A****Contractor Responsibilities**

In addition to the obligations and responsibilities required of the Contractor as set forth in the Contract and RFP, Contractor agrees throughout the term of the Contract to adhere to the following additional duties, responsibilities and standards:

1. Contractor shall report to the Music City Center's highest ranking corporate officer (referred to herein as the "President & CEO") (or his/her designee). Contractor shall utilize daily interaction and coordination to communicate both verbally and in writing the on-going progress of the services provided hereunder.
2. Contractor shall comply with Metro ITS Information Security Procedures.
3. Contractor shall comply and participate in all Music City Center commercially reasonable sustainability programs that may be established from time to time.
4. Contractor is required to supply, install, service, and maintain the Equipment at no cost to the Music City Center or the Convention Center Authority.
5. Contractor shall provide a detailed list with quantities of proposed Equipment to the Convention Center Authority and, throughout the term of this Contract, have adequate quantities of equipment of suitable type (vending machines, fixed coolers, rolling coolers or ice containers) which are in proper condition to operate and maintain uninterrupted schedules.
6. The location of vending machines within the Music City Center shall be as mutually agreed between Contractor and the Convention Center Authority President & CEO or his/her designee. Contractor shall submit in writing to the Music City Center President & CEO requests for the relocation, addition, or removal of vending machine equipment, prior to any such changes being made. The Convention City Authority shall not remove the vending machine equipment from the installation sites without Contractor's prior written consent.
7. The Equipment shall be maintained in a clean, safe and workable condition at all times. It shall be the responsibility of the Contractor to repair any damage to the facilities and/or facilities' equipment to the extent caused by the Contractor. Equipment and other items owned by or under the control of the Contractor for use on-site shall at all times be stored in places approved by the Convention Center Authority President & CEO or his/her designee and in compliance with any and all applicable laws and regulations of the Metropolitan Government of Nashville and Davidson County.
8. Contractor shall maintain records of orders from clients/exhibitors using the Music City Center facilities. Contractor is also responsible for providing all service order forms that are required by such customers and any associated cost with the creation and printing of these forms. The Music City Center must approve these service order forms prior to distribution. Contractor must provide order forms per Music City Center requirements supplied to the Music City Center's Director of Event Services. Contractor will be

responsible for billing for all services and products provided to clients/exhibitors using the Music City Center facilities. All checks for such services and Products from clients/exhibitors will be made payable to the Contractor. Contractor will manage billing and collection to all clients/exhibitors using the Music City Center facilities. Contractor will maintain records of all orders from clients/exhibitors using the Music City Center facilities and shall provide copies of such records to the Convention Center Authority upon the Convention Center Authority's reasonable request. Contractor will be responsible for all sales and business taxes related to the services provided hereunder.

9. All employees of the Contractor must conduct themselves at all times in a courteous manner to the public and Music City Center staff. The operations of the Contractor and its employees and agents shall be conducted in an orderly and proper manner so as not to annoy, disturb, or be offensive to others and shall not create a disturbance or distraction during any event at the Music City Center. Excessive jewelry, hats, sunglasses, etc. cannot be worn while working at the Music City Center. The Music City Center understands there may be a need to wear certain types of pants and shoes due to the nature of the work; however every effort should be made to present a professional appearance for our customers. Music City Center reserves the right to reject any personnel who may arrive to work and be wearing something deemed inappropriate. Contractor shall require its employees to wear nametags at all times.
10. Contractor shall provide, at Contractor's own expense, all OSHA required safety equipment for all employees sent to the Music City Center. Contractor must also provide, at its own expense, all OSHA required training for all employees sent to Music City Center. Further, Contractor must meet all safety regulations as set forth by the United States of America, the State of Tennessee, and Metropolitan Government of Nashville and Davidson County.
11. All employees of Contractor must enter and exit the facility at the approved and pre-determined entrances and exits as noted by Music City Center.
12. Contractor shall maintain all areas provided by the Music City Center and used by the Contractor in performing this Contract in a clean and safe condition.
13. Contractor must meet all applicable rules, regulations, zoning, permitting, registration and licensing requirements, whether local, state, or federal. Contractor shall be required to obtain and hold all pertinent permits and licenses. It is the responsibility of the Contractor to determine the applicability of any rule, regulation or other requirement. Contractor must acquire all necessary permits to perform under the Contract. Fees for any such permits are the responsibility of the Contractor.
14. Contractor shall follow schedules and instructions provided by the Convention Center Authority in the performance of this Contract.
15. Contractor shall conform to scheduled workweek, holidays, and other appropriate rules and regulations established by the Music City Center. Contractor shall have sales and delivery personnel available seven days per week. While it is understood that the Contractor's company workweek for delivery is a six-day week (Monday through

Saturday), when provided reasonable notice the Contractor shall make arrangements to provide Sunday delivery when necessary. Contractor shall also provide equipment service within four (4) hours of notification of an equipment problem.

16. Contractor shall keep all vending machines serviced and stocked and make full refunds when vending machines fail to deliver the product after accepting money for the product.
17. No guarantee can or will be made as to the number of events to be held in the Music City Center during the term of this Contract or the number of concession locations at such events. Concession locations or events may be added or cancelled with little to no notice to Contractor; provided, that the Convention Center Authority shall take all reasonable steps to notify Contractor of any such additions or cancellations promptly.
18. The Products shall be of the highest quality, wholesome and pure, and shall conform in all respects to federal, state and local food and other laws, orders and regulations.
19. Contractor acknowledges that a third-party contract exists for catering and/or concession sales and that the third-party contractor will be purchasing product under this Contract.

**Exhibit B**  
**Compensation and Pricing**

**Products and Pricing**

Contractor shall sell the Products, beginning on the Commencement Date and continuing through the first Contract Year, pursuant to the following pricing:

<u>Product cost per case:</u>	<u>Cost/Case</u>	<u>Units/Case</u>
20oz Soft Drinks	\$ 15.50	24
20oz Minute Maid Refreshment	\$ 15.50	24
20oz Powerade	\$ 18.00	24
20oz Dasani Water	\$ 12.00	24
12oz Pet (Carbonated Bottles)	\$ 10.75	24
12oz Pet (Desani Water Bottles)	\$ 10.75	24
12oz Can	\$ 9.25	24
2 Liters	\$ 10.00	8
20oz Vitaminwater	\$ 28.00	24
15.2oz Minute Maid Juice	\$ 22.00	24
16oz Energy Drinks	\$ 37.00	24
7.5oz Cans	\$ 9.00	24
8oz. Glass/Aluminum Bottles	\$ 16.00	24

The prices for the Products may be adjusted by Contractor, from time to time, during the term of this Contract. Any such adjustments shall be made by Contractor in good faith and may take into account, among other things, increases in any prices, costs, fees, charges or taxes associated with or applicable to Contractor's production, acquisition, distribution or sale of the Products; provided however, each year, such prices shall not increase by more than four percent (4%) of the price from the previous year.

**Commission and Vending Rates**

Contractor shall pay a commission to the Convention Center Authority for vending sales of the Product in the amount of thirty percent (30%) of Net Sales. "Net Sales" shall mean payments for Product collected by Contractor less applicable sales tax on the Product. Within thirty (30) days after the end of each quarter during the term of this Contract, Contractor shall pay the Convention Center Authority for commissions earned during the immediately preceding quarter. In addition, Contractor shall waive any delivery fees or minimum case requirements so that all cases sold through vending earn a commission. Vending rates charged by Contractor can be adjusted upward in the sole discretion of Contractor; provided, however, that the price of any Product cannot increase more than five percent (5%) each Contract Year.



Rebates

Contractor shall pay to the Convention Center Authority a rebate of \$1.50 per case (and \$2.00 per case for each case sold in excess of 25,000 cases in any Contract Year) on all cases of Products purchased pursuant to this Contract. Rebate payments shall be made on a quarterly basis due within thirty (30) days after the end of each quarter on the immediately prior quarter's purchase.

Bonuses and Other Payments:

During the term of this Contract, Contractor shall:

- Pay a one-time initiation payment to the Convention Center Authority of \$10,000 within ten (10) days after the full execution of this Contract.
- Provide up to 1,300 cases of Product (at no cost to the Convention Center Authority) for the Music City Center Grand Opening in May 2013 and up to 300 cases of Product during each of Contract Years 2-5 as requested by the Convention Center Authority (collectively, "Donated Product"). For the avoidance of doubt, if, with respect to any Contract Year, the Convention Center Authority fails to request all of the Donated Product available to it for such Contract Year, the amount of any such Donated Product not requested by the Convention Center Authority shall not carry over to the next Contract Year nor shall the Convention Center Authority be entitled to receive any compensation from Contractor with respect thereto. The Convention Center Authority shall not resell any Donated Product.
- Pay an annual marketing fund payment of \$50,000 to the Convention Center Authority to be used by the Convention Center Authority in its sole discretion for marketing and promotional purposes. The first such payment shall be made within ten (10) days after the full execution of this Contract and thereafter during the term of this Contract within ten (10) days of the anniversary date of this Contract.
- During the term of this Contract, Contractor agrees to license, at the then-prevailing market rates, space at the Music City Center to host a two-day sales meeting at Music City Center to include two breakfasts, lunches, breaks, and one dinner.

**Exhibit C**

**Insurance Policies and/or Proof of Insurance**

*[to be attached]*

**Exhibit A  
Affidavit**

State of Tennessee  
County of DAVIDSON

As used herein, "Offeror" will include respondents and proposers.

**Compliance with Laws:** After first being duly sworn according to law, the undersigned (Affiant) states that he/she is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

**Contingent Fees:** In accordance with the Convention Center Authority's Procurement Policy and the Metropolitan Government's Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a contract with the Authority upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

**Employment Requirement:** Offeror, declares that neither the prime, subcontractors, sub-consultants, nor providers of day laborers employ any person who is not a legal resident of the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension.

**Nondiscrimination:** Affiant affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Government not to discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. Contractor certifies and warrants it will comply with this policy.

**And Further Affiant Sayeth Not:**

By: [Signature]  
Title: Vice President, On-Premise Sales & Service  
Address: 4100 Coca-Cola Plaza  
Charlotte NC 28211

Sworn to and subscribed before me on this 15 day of May, 2013.

[Signature]  
Notary/Public  
My commission expires: January 24, 2014



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 3280 Peachtree Road NE, Suite 800 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1338260 Coca-Cola Bottling Co., Consolidated, CCBCC Operations, LLC P.O. Box 31487 Charlotte NC 28231-1487	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: Indemnity Insurance Co of North America	43575
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES COCCO02 CERTIFICATE NUMBER: 12219120 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	Y	N	HDO G27009293	5/1/2012	5/1/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	N	MMT H0870885A	5/1/2012	5/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WLR-C46785320 (AOS) WLR-C46785368 (SC) WLR-C46785289 (CA,MA) WCU-C4678540A (WV)	5/1/2012 5/1/2012 5/1/2012 5/1/2012	5/1/2013 5/1/2013 5/1/2013 5/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
"Self Insured for Physical Damage" Certificate holder is included as additional insured with regards General Liability, Auto Liability as required by written contract, subject to policy terms, conditions and exclusions. 30 day notice of expiration, cancellation or a material reduction in coverage in favor of and provided in writing to President & CEO, Convention Center Authority for the Government of Nashville and Davidson County, 201 Fifth Avenue South, Nashville, TN 37203.

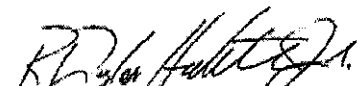
### CERTIFICATE HOLDER

12219120  
Convention Center Authority Metro Govt  
of Nashville and Davidson County  
601 Commerce Street  
Nashville TN 37203

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

5/1/2013

DATE (MM/DD/YYYY)

3/13/2013

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**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies, LLC 3280 Peachtree Road NE, Suite 800 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:		
		PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1338260	Coca-Cola Bottling Co., Consolidated, CCBCC Operations, LLC P.O. Box 31487 Charlotte NC 28231-1487	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	ACE American Insurance Company	22667
		INSURER B:	Indemnity Insurance Co of North America	43575
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES COCC002 CERTIFICATE NUMBER: 12219120 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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**CERTIFICATE HOLDER****CANCELLATION**

<b>12219120</b> Convention Center Authority Metro Govt of Nashville and Davidson County 601 Commerce Street Nashville TN 37203	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 