

PEPSI SERVICE ADVANTAGE Equipment Service Agreement

Customer COF No. (if only one COF list here
Multi COF attach list Appendix 3)

3603214, 3603213, 3603810, 3603211

This Equipment Services Agreement (“**Agreement**”) is between the following parties:

Customer:

St. Louis Community College

Customer Bus. Name: _____

DBA: STLCC FOREST PARK BOOKSTORE

Attn: _____

Phone No: _____

Fax No: _____

Email: _____

AP Contact Name: Cynthia Green

AP Contact Phone: 13145395227

AP Contact Email: (Invoices will be emailed here)
Apayable@stlcc.edu

Pepsi:

Grayhawk Leasing, LLC

1111 Westchester Ave

White Plains, NY 10604

Attn: MEM Service Administrator

Phone No.: _____

Email Box: _____

In consideration of the covenants and terms set forth herein, the parties agree as follows, subject to the Terms and Conditions attached as Appendix 1:

1. **Term.** This Agreement commences on the date that this Agreement is fully executed by both parties (the “**Effective Date**”) and expires on the date this Agreement is terminated by either party by providing 90 days advance written notice to the other party (the “**Term**”).
2. **Services.** Customer engages Pepsi to provide Services (defined below) to the customer owned Equipment (defined below).
 - a. **Type of Service:** Pepsi (or its representatives) will provide the following services (the “**Services**”) with respect to the Equipment: labor and parts required to install, maintain, repair and/or restore the Equipment to its originally intended functionality. Services exclude the items identified in Section 2.0 of the Standard Terms and Conditions attached hereto as Appendix 1.
 - b. **Service Procedures:** Customer should contact Pepsi at 1-877-386-4567 (telephone) for further information and instructions on how to request Services. Services will be provided by certified technicians that are professionally skilled and trained. Services will be scheduled on a date and time as mutually agreed upon.
 - c. **Location of Services:** Services shall be provided for Equipment located on premise within Customer’s retail locations, and Services shall be provided on-site at such Customer locations. Any Services required to be performed in any other location shall be subject to negotiation between the parties.
 - d. **Other:** Customer agrees that Customer is solely responsible for arranging for and payment of short-term rental costs, leasing costs and other costs associated with any replacement or supplemental equipment Customer may deem necessary or appropriate during the period of time that Equipment is receiving Services hereunder.
3. **Equipment.** The Equipment includes each of the items of customer-owned equipment set forth on Appendix 2 hereto (“**Rates/Service/Equipment**”).
4. **Service Fees.** Pepsi shall invoice Customer a fee for Services and parts, with payment due Pepsi within 30 days after the invoice date. The Service Fee will include the first 1 hour minimum, with additional time charged as applicable. Service fees will be charged to Customer at Pepsi’s standard hourly service rates.
5. **Incorporated Terms and Conditions.** This Agreement becomes effective upon acceptance and counter-signature by both parties. This Agreement is subject to, and incorporates by reference, the Standard Terms and Conditions of Service attached hereto as Appendix 1.

This Equipment Services Agreement is agreed to:

Customer:

DocuSigned by:

Signature: _____

F80918EFA4E34C0...

Name: KeJuan Torrence

Title: Interim Purchasing Supervisor

Date: 7/1/2021

Pepsi:

DocuSigned by:

Signature: _____

Ernesto Luna

EE17CD001CA7488...

Name: Ernie Luna

Title: MES

Date: 6/30/2021

Appendix 1 Standard Terms and Conditions of Service

1.0 SERVICES TO BE PROVIDED

1.1 Unless otherwise provided elsewhere in the Agreement, all replacement parts are furnished on an exchange basis and the parts removed by Pepsi become the property of Pepsi and may be retained or destroyed in the sole discretion of Pepsi.
1.2 Equipment identified in this Agreement is subject in each case to acceptance by Pepsi for Services.

2.0 EXCLUSIONS.

The following are expressly excluded from the Services, and the Services do not include any services or other obligation by Pepsi, to the extent required in connection with or as a result of: (i) Customer's or any third party's error, neglect, or abuse in the operation or handling of the Equipment, or the use of it for a purpose other than that for which it was designed; (ii) Customer's failure to provide a suitable environment for the Equipment or to adequately furnish all facilities required by the manufacturer's installation manual, including, but not limited to, proper electrical power, air conditioning, humidity control, etc.; (iii) Customer's failure to maintain the Equipment in accordance with the routine maintenance requirements set forth in any manuals covering the Equipment; (iv) "Alterations", which will include, but not be limited to, any deviation from the manufacturer's physical, mechanical, or electrical design of the Equipment; (v) "Attachments", which are defined as devices which the Equipment manufacturer has not specifically designated as compatible with the Equipment, but which may be nevertheless mechanically, electrically, or electronically connected to the Equipment; and (vi) accidents or disasters beyond the control of Pepsi, which will include, but not be limited to, fire, flood, water, wind, lightning, earthquake, and termination of or surge in electric current. The Services also do not include electrical work external to the Equipment, or services which are unreasonable for Pepsi to render because of Alterations or Attachments.

3.0 CHARGES

3.1 Pepsi's payment terms are net 30 days from date of invoice. A service charge of 1-1/2% per month (or the highest amount allowed by law, if lower) will be added to all amounts past due.
3.2 Any service provided by Pepsi outside the scope of the Services or at any location other than the specified Location of Services will be furnished as an "Extra Service" at Pepsi's then standard rates for time and material unless such service is otherwise covered by a separate agreement then in effect between Customer and Pepsi. Customer shall be invoiced for Extra Services payment, which will be due in full within 30 days after the date of invoice.
3.3 The Services may be suspended immediately by Pepsi if payment is not received when due.
3.4 Pepsi reserves right to increase service, install and preventative maintenance rates each calendar year
3.5 Over Time Labor Charges - Weekend & evenings (After 6:00 pm weekdays plus all day Sat & Sun.) are time and a half. 11 National PepsiCo Holidays are observed at double time. Holiday schedule for current year can be provided upon request
Rush requests less than 10 business days' notice are subject to time and a half per hour charge.
Additional trips over 2, caused by customer/contractor will be billed at the flat rate by the hour
Excessive wait times caused by customer/contractor (more than 30 minutes for install crew after arriving at the job site) will incur an additional flat rate charge by the hour.

4.0 WARRANTIES / EXTENT OF LIABILITY

4.1 Pepsi warrants that the Services will be performed in a professional manner and in compliance with all applicable laws and regulations (based on established industry maintenance procedures and standards). EXCEPT AS STATED HEREIN, PEPSI MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PEPSI SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT FOR LOSS OF BUSINESS, LOST PROFITS, OR OTHER INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, NOR SHALL PEPSI BE LIABLE FOR ANY DEMAND, ACTION, CLAIM, LOSS, COST, DAMAGE, OR

EXPENSE THAT MAY BE ALLEGED AGAINST THE CUSTOMER ARISING OUT OF PROPERTY DAMAGE, LOSS OR LIFE, BODILY INJURY, OR LOSS OF DATA, UNLESS, AND ONLY TO THE EXTENT THAT, IT IS DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF PEPSI IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.

4.2 Pepsi shall not be responsible for any loss, damage or delay or failure to provide service caused by acts of government, strikes, fire, explosions, theft, riots, flood, civil disorder, war, usually severe weather, acts of God, the failure of others to supply parts, materials, or supplies in a timely manner, or any other cause beyond Pepsi's reasonable control.
4.3 Customer represents that it is the owner of the Equipment, or, if not the owner, has the proper authority to include such Equipment under this Agreement. In addition, Customer represents that there are no outstanding liens, security interests, or other encumbrances held by any third party on any Equipment, or if such encumbrances exists, that the third party has consented to the Customer obtaining the Service.

5.0 MISCELLANEOUS PROVISIONS

5.1 This Agreement is assignable only with the written consent of both parties, such consent not to be unreasonably withheld.
5.2 This Agreement represents the entire agreement between Pepsi and the Customer concerning the Services to the Equipment and supersedes all prior written and oral negotiations, representations, and agreements concerning the maintenance of the Equipment. Notwithstanding the foregoing, Pepsi and Customer acknowledge that they may be parties to a separate beverage supply or similar agreement that may be applicable to Pepsi-owned equipment, and that such agreement is not affected, modified or impacted by this Agreement.
5.3 This Agreement, including the documents incorporated in it, may be amended from time to time only by a written instrument signed by an authorized representative of each party.
5.4 If any provision of this Agreement is declared invalid, illegal, or unenforceable under any applicable law, such provision will be deemed omitted from this Agreement, but the remaining provisions will continue in effect.
5.5 Sections 4.0 and 5.0 will survive termination or expiration of this Agreement.
5.6 This Agreement shall be governed by New York Law without regard to conflicts of law's provisions.
5.7 The parties agree to keep the terms of this Agreement confidential, and will not disclose any terms without the written consent of the other party.
5.8 All notices and other communications between the parties which must or may be given pursuant to this Agreement will be deemed to have been sufficiently given when delivered by personal service or sent by recognized overnight courier services or written telecommunication to the addressee party at the address written in this Agreement.

Appendix 2: Rates / Service / Equipment

Reactive Repair Labor Charge	\$135/95 th minimum 1 hour; Billed in 15 minute increments after 1 st hour
Parts & Supplies	Billed incremental from labor
Install & Preventative Maintenance	Billed at a flat rate based on equipment type.
Filter Cartridge Replacement	Billed at Reactive Repair Rate above + Cartridge Part
PM's	Annually Auto Dispatched to Tech 1

\$405 flat rate for install and the \$270 flat rate for PMs for the Ice makers

Type of Equipment (Select Yes/No for Service on all that are applicable)	PM (Select Yes/No for PM on all that are applicable)	Model # (if more than one COF attach store/equip. list)	Quantity
Yes Ice Maker	Yes	135	
No Beverage Dispenser (Customer Owned)	No		
No Frozen Beverages	No		
No Visi-Cooler	No		
Yes Filter Cartridge Replacement	Yes	95	
No Coffee	No		
No Tea	No		
No Freezer	No		
No Vendor	No		
No Juice	No		

*The list of Equipment may be updated as mutually agreed upon on a monthly basis in writing during the Term by Customer providing Pepsi an updated written list to Pepsi.

Customer Initial for services listed above: DS
kt

Appendix 3: Attach Store List Including Equipment if more than 1 COF

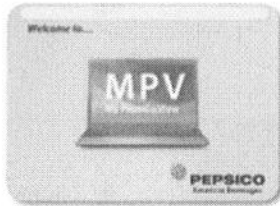
Example Excel File Format:

Owner/Entity	Outlet Name	Store #	COF	Street	City	State	Zip Code	Primary Bottler	Material Group	Equipment	Serial Number	Material Group	Equipment	Serial Number	Material Group	Equipment	Serial Number
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Appendix 4: Billing Structure

Service Bill to Party	Select Yes or No
Parent Franchisee COF	No
Individual Outlet COF	Yes

Appendix 5: My PepsiCo View for Invoicing*



My PepsiCo View

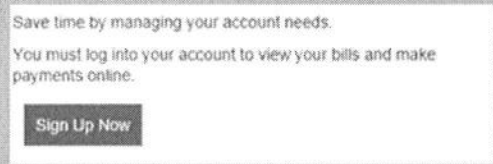
Faster. Easier. More Efficient.

MPV Advantages:

- All transactions are updated daily!
- Multi-version exports of transaction/statement data are available!
- Pay by invoice and set the date for payment!
- Dispute invoices in full or by line item!
- View a rolling 13 months of
 - Closed transactions
 - Previous statements
 - Online action history
- View all open status transactions and payments!
- Submit account address, communication and ownership changes online!

How to Sign up

- Enter <http://mypepsicoview.com> into your browser address bar
- Click on the *Sign Up Now* button and follow the prompts



- If you are an MPV eligible customer, your verification/signup code is your COF+5 Digit Billing Zip Code
- If you have questions or need assistance, please call (800) 789-2626



*If you choose not to use the MPV, you will need to pay based on the invoice left behind by the technician.

Customer Initial:

Certificate Of Completion

Envelope Id: 8F14BE3C43F24DFDBF3EE370039E5372	Status: Completed
Subject: Please DocuSign: Pepsi Service Advantage Agreement St. Louis Community College	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	
EnvelopeId Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-06:00) Central Time (US & Canada)	Service Advantage
	PO Box 660740
	Dallas, TX 75266-0740
	PepsiCoServiceAdvantageSalesTeam@pepsico.com
	m
	IP Address: 165.197.97.5

Record Tracking

Status: Original	Holder: Service Advantage	Location: DocuSign
6/24/2021 7:14:41 AM	PepsiCoServiceAdvantageSalesTeam@pepsico.com	

Signer Events

Doreen Grant
 Doreen.grant@pepsico.com
 Security Level: Email, Account Authentication (None)

Signature

Completed

 Using IP Address: 165.197.97.6

Timestamp

Sent: 6/24/2021 7:17:26 AM
 Resent: 6/24/2021 7:18:28 AM
 Resent: 6/24/2021 7:21:49 AM
 Resent: 6/24/2021 1:07:45 PM
 Viewed: 6/24/2021 1:08:28 PM
 Signed: 6/24/2021 1:08:31 PM

Electronic Record and Signature Disclosure:
 Accepted: 6/24/2021 1:08:28 PM
 ID: 07d15226-7671-4c9c-bae4-98633fca582d

Ernesto Luna
 ernesto.lunajr@pepsico.com
 MES
 Security Level: Email, Account Authentication (None)

DocuSigned by:


 EE17CD001CA7488...

 Signature Adoption: Pre-selected Style
 Using IP Address: 198.231.16.18

Sent: 6/24/2021 1:08:33 PM
 Resent: 6/24/2021 1:34:01 PM
 Resent: 6/30/2021 10:24:35 AM
 Resent: 6/30/2021 11:06:03 AM
 Viewed: 6/30/2021 12:29:42 PM
 Signed: 6/30/2021 12:30:26 PM

Electronic Record and Signature Disclosure:
 Accepted: 6/30/2021 12:29:42 PM
 ID: aa2f1cd3-dd0d-4da7-aa8f-fd0635e02eee

Kejuan Torrence
 ktorrence6@stlcc.edu
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 F80918EFE4E34C0...

 Signature Adoption: Uploaded Signature Image
 Using IP Address: 198.209.225.227

Sent: 6/30/2021 12:30:28 PM
 Viewed: 7/1/2021 9:01:37 AM
 Signed: 7/1/2021 11:02:15 AM

Electronic Record and Signature Disclosure:
 Accepted: 7/1/2021 9:01:37 AM
 ID: 4ae9abae-c536-47e1-9889-8b246f5fbd4c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/24/2021 7:17:26 AM
Certified Delivered	Security Checked	7/1/2021 9:01:37 AM
Signing Complete	Security Checked	7/1/2021 11:02:15 AM
Completed	Security Checked	7/1/2021 11:02:15 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Pepsi Procurement 2 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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How to contact Pepsi Procurement 2:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: benjamin.breaux@pepsico.com

To advise Pepsi Procurement 2 of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at benjamin.breaux@pepsico.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To withdraw your consent with Pepsi Procurement 2

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to benjamin.breaux@pepsico.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Pepsi Procurement 2 as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Pepsi Procurement 2 during the course of my relationship with you.