

AMENDMENT NUMBER FOUR TO FOOD SERVICE VENDING AGREEMENT

This Amendment Number Four to Food Service Vending Agreement ("Amendment") is effective July 1, 2019 and is between Mt. SAC Auxiliary Services ("Client" or "Auxiliary") and Compass Group USA, Inc., by and through its Canteen Vending Services Division ("Canteen" or "Compass") (collectively the "Parties").

WHEREAS, Client and Compass are parties to that certain Agreement dated April 1, 2005, as amended by that certain Addendum to Food Service Vending Agreement dated March 29, 2010, and by that certain First Amendment to Food Service Vending Agreement dated July 1, 2015, and by that certain Amendment Number Three to Food Service Vending Agreement effective July 1, 2017 (collectively, the "Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the Parties agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. Agreement Term. The Parties acknowledge and agree to renew and extend the Agreement for an additional two (2) year term, extending the Agreement through June 30, 2021.
3. Guaranteed Annual Vending Commissions. The guaranteed annual vending commissions shall be Fifty-Nine Thousand Dollars (\$59,000) which includes \$9,000 for student scholarship funding, or twenty-seven and one-half percent (27.5%) of all net sales, whichever is greater. Net sales are defined as all cash collections minus all applicable sales taxes and container redemption values.
4. Confirmation and Integration. Except as expressly amended by this Amendment, the Parties hereby confirm and ratify the Agreement in its entirety. The Agreement, as amended hereby, constitutes the entire agreement between the Parties and their predecessors pertaining to the subject matter of the Agreement, as so amended, and supersedes all prior and contemporaneous agreements and understandings of the Parties and their predecessors in connection therewith.
5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same original document.
6. Headings. The section headings herein are for convenience only and do not define, limit or construe the contents of such sections.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be signed by their duly authorized officers, all done the day and year first above written.

MT. SAC AUXILIARY SERVICES

By: 

Name: Michael Gregory

Its: VP, Administrative Services

Date: June 11, 2019

COMPASS GROUP USA, INC., BY AND
THROUGH ITS CANTEEN VENDING
SERVICES DIVISION

By: 

Name: Chris Hulick

Its: Division President

Date: 6/25/19

AMENDMENT NUMBER THREE TO FOOD SERVICE VENDING AGREEMENT

This Amendment Number Three to Food Service Vending Agreement ("Amendment") is effective July 1, 2017 and is between Mt. SAC Auxiliary Services ("Client" or "Auxiliary") and Compass Group USA, Inc., by and through its Canteen Vending Services Division ("Canteen" or "Compass") (collectively the "Parties").

WHEREAS, Client and Compass are parties to that certain Agreement dated April 1, 2005, as amended by that certain Addendum to Food Service Vending Agreement dated March 29, 2010, and by that certain First Amendment to Food Service Vending Agreement dated July 1, 2015 (collectively, the "Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the Parties agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. Agreement Term. The Parties acknowledge and agree to renew and extend the Agreement for an additional two (2) year term, extending the Agreement through June 30, 2019.
3. Guaranteed Annual Vending Commissions. The guaranteed annual vending commissions shall be Fifty-Six Thousand Dollars (\$56,000) which includes \$6,000 for student scholarship funding, or twenty-seven and one-half percent (27.5%) of all net sales, whichever is greater. Net sales are defined as all cash collections minus all applicable sales taxes and container redemption values.
4. Confirmation and Integration. Except as expressly amended by this Amendment, the Parties hereby confirm and ratify the Agreement in its entirety. The Agreement, as amended hereby, constitutes the entire agreement between the Parties and their predecessors pertaining to the subject matter of the Agreement, as so amended, and supersedes all prior and contemporaneous agreements and understandings of the Parties and their predecessors in connection therewith.
5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same original document.
6. Headings. The section headings herein are for convenience only and do not define, limit or construe the contents of such sections.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be signed by their duly authorized officers, all done the day and year first above written.

MT. SAC AUXILIARY SERVICES

By: _____

Its: Michael Gregoryk, VP, Administrative Services

Date: 8.7.17

COMPASS GROUP USA, INC. BY AND THROUGH ITS
CANTEEN VENDING SERVICES DIVISION

By: _____

Its: Chris Hulick, Division President

Date: _____

AMENDMENT TO FOOD SERVICE VENDING AGREEMENT

THIS FIRST AMENDMENT, dated July 1, 2015, ("Effective Date") is by and between Mt. SAC Auxiliary Services ("Auxiliary") with a principal place of business at 1100 N. Grand Avenue, Walnut CA 91789 and Compass Group USA, Inc. by and through its Canteen Vending Services Division, as successor in interest to North County Vending, Inc. ("Canteen").

WITNESSETH:

WHEREAS, Auxiliary and Canteen are parties to a Vending Agreement, with an effective date of April 1, 2005 (the "Agreement"), whereby Canteen provides Auxiliary with certain products and services and vending equipment at Auxiliary's Premises;

WHEREAS, the parties now desire to amend the Agreement;

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. The parties agree to extend the Agreement, including Exhibit A, from July 1, 2015 up to and including June 30, 2017.
2. Canteen will:
 - Pay a commission of 27.5% of all net sales
 - Guarantee that the annual commission shall be at least \$53,000
3. All other terms and conditions contained in the Agreement shall remain in full force and effect for the renewal term.

IN WITNESS HEREOF, the parties hereto execute this Renewal Addendum.

**Compass Group USA, Inc. by and through its
Canteen Vending Services Division**

By: Chris Hulin

Title: Division President

Date: 11/16/2015

Mt. SAC Auxiliary Services

By: [Signature]

Title: Vice President

Date: November 24, 2015

EXHIBIT A **UPDATED PRODUCTS AND PRICES**

Product	Initial Unit Selling Price
Candy – Regular Size	\$1.35
Candy – Large Size	\$1.75
Chip Items – LSS	\$1.35 - \$1.50
Bagged Cookies and Snacks	\$1.85 - \$2.00
Assorted Snacks & Cookies	\$1.50
Assorted Fresh Pastries	\$2.00
12 oz. Canned CSD's	\$1.25
20 oz. Bottled Water	\$1.85
20 oz. CSD's	\$2.00
Gatorade	\$2.25
15.9 oz. Bottled Juices	\$2.50
Sobe / Flavored Waters	\$2.50
Energy Drinks	\$3.25
12 oz. Hot Beverages (Cup)	\$1.50

All cold beverages will be Pepsi Cola products.

**RENEWAL ADDENDUM TO
MT. SAC AUXILIARY SERVICES
FOOD SERVICE VENDING AGREEMENT**

The Mt. SAC Auxiliary Services hereinafter referred to as ("Auxiliary") and Compass Group USA, Inc. by and through its Canteen Vending Services Division, as successor in interest to North County Vending, Inc. hereinafter referred to as ("Canteen"), mutually agree to renew the existing contract for the operation of vending equipment for the dispensing of food products, candy and non-alcoholic beverages, originally entered into the 14th day of March 2005 as follows:

1. This addendum, including Exhibit A, to be effective July 1, 2014 through June 30, 2015, and is approved by the undersigned parties.
2. All other terms and conditions contained in the Agreement shall remain in full force and effect for the renewal term.

IN WITNESS HEREOF, the parties hereto execute this Renewal Addendum.

**Compass Group USA, Inc. by and through its
Canteen Vending Services Division**

By: Chris Hulse

Title: Division President

Date: 5/27/2014

Mt. SAC Auxiliary Services

By: [Signature]

Title: _____

Date: _____

EXHIBIT A
UPDATED PRODUCTS AND PRICES

Product	Initial Unit Selling Price
Candy – Regular Size	\$1.35
Candy – Large Size	\$1.75
Chip Items – LSS	\$1.35 - \$1.50
Bagged Cookies and Snacks	\$1.85 - \$2.00
Assorted Snacks & Cookies	\$1.50
Assorted Fresh Pastries	\$2.00
12 oz. Canned CSD's	\$1.25
20 oz. Bottled Water	\$1.85
20 oz. CSD's	\$2.00
Gatorade	\$2.25
15.9 oz. Bottled Juices	\$2.50
Sobe / Flavored Waters	\$2.50
Energy Drinks	\$3.25
12 oz. Hot Beverages (Cup)	\$1.50

All cold beverages will be Pepsi Cola products.

AMENDMENT TO FOOD SERVICE VENDING AGREEMENT

THIS FIRST AMENDMENT, dated July 1, 2013, ("Effective Date") is by and between Mt. Sac Auxiliary Services ("Auxiliary") with a principal place of business at 1100 N. Grand Avenue, Walnut CA 91789 and Compass Group USA, Inc. by and through its Canteen Vending Services Division, as successor in interest to North County Vending, Inc. ("Canteen").

WITNESSETH:

WHEREAS, Auxiliary and Canteen are parties to a Vending Agreement, with an effective date of April 1, 2005 (the "Agreement"), whereby Canteen provides Auxiliary with certain products and services and vending equipment at Auxiliary's Premises;

WHEREAS, the parties now desire to amend the Agreement;

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. The parties agree to extend the Agreement from July 1, 2013 up to and including June 30, 2014.
2. The Agreement is amended by inserting Exhibit A attached hereto and made a part hereof.
3. All capitalized terms used herein and not defined shall have the meanings attributed to them in the Agreement. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their duly authorized officers effective as of the Effective Date.

Mt. SAC Auxiliary Services

By: _____

Printed Name: Michael Gregoryk

Title: Vice President, Administrative Services

Date: _____

Compass Group USA, Inc. by and through its
Canteen Vending Services Division

By: _____

Printed Name: Chris Hulick

Title: Division President

Date: 7/16/13

EXHIBIT A

UPDATED PRODUCTS AND PRICES

Product	Initial Unit Selling Price
Candy – Regular Size	\$1.35
Candy – Large Size	\$1.75
Chip Items – LSS	\$1.35 - \$1.50
Bagged Cookies and Snacks	\$1.85 - \$2.00
Assorted Snacks & Cookies	\$1.50
Assorted Fresh Pastries	\$2.00
12 oz. Canned CSD's	\$1.25
20 oz. Bottled Water	\$1.85
20 oz. CSD's	\$2.00
Gatorade	\$2.25
15.9 oz. Bottled Juices	\$2.50
Sobe / Flavored Waters	\$2.50
Energy Drinks	\$3.25
12 oz. Hot Beverages (Cup)	\$1.50

All cold beverages will be Pepsi Cola products.

Addendum to Food Service Vending Agreement

THIS ADDENDUM, made this 29th day of March, 2010, is to extend the five-year agreement dated March 14, 2005, beginning April 1, 2005, and ending June 30, 2010, by and between Mt. SAC Auxiliary Services and North County ending, Inc., for three more years, beginning July 1, 2010, and ending June 30, 2013.

North County Vending, Inc., will:

- Pay Mt. SAC Auxiliary Services a one-time signing bonus of \$12,000.
- Pay 25% commission on sales from beverages and snacks.
- Guarantee that the annual commission shall be at least \$50,000.
- Raise 20 oz. soda and premium snacks 25 cents to align the prices with current campus market pricing. Guarantee this pricing one year. Future increases will be requested with documentation.

All other terms and conditions of the original contract will remain in place, unchanged, for the renewed term.

IN WITNESS THEREOF, the parties hereto have caused this addendum to be signed by their duly authorized representatives the day and year first above written.

North County Vending, Inc.

Mt. SAC Auxiliary Services

By: Jeff D. Doyle

By: Michael D. Gregoryk

Print Name: Jeff G. Doyle

Print Name: Michael D. Gregoryk

MT. SAC AUXILIARY SERVICES

FOOD SERVICES VENDING AGREEMENT

THIS AGREEMENT, made this 14th day of March, 2005, for a five-year contract beginning April 1, 2005, and ending June 30, 2010, by and between the Mt. SAC Auxiliary Services (hereinafter referred to as "Auxiliary") and North County Vending, Inc., (hereinafter referred to as "Vendor") having its principal place of business at 511 Olive Avenue, Vista, CA 92083.

WITNESSETH THAT:

1. GRANT: Auxiliary hereby grants to Vendor, the exclusive right to install, operate, supply and service automatic vending equipment for the dispensing of food products, candy and non-alcoholic beverages at Mt. San Antonio College, ~~1100 North Grand Avenue, Walnut, California, with the exceptions of the~~ Campus Cafe, Common Grounds, Mountie Grill, Sac Book Rac, Mountie Stop, Express Stop, Quick Stop, Short Stop, Stadium and other athletic facilities.

The Auxiliary agrees to grant the Vendor the right to serve exclusively Pepsi-Cola branded bottle and can carbonated soft drinks in all beverage vending machines on the Mt. San Antonio College campus. Pepsi-Cola Bottle and can brands include but are not limited to the following:

Carbonated Soft Drinks: Pepsi-Cola, Diet Pepsi-Cola, Sierra Mist, Mandarin Orange Slice, Mt. Dew, Mug Root Beer, Wild Cherry Pepsi.

2. FACILITIES AND EQUIPMENT: Vendor will provide all necessary automatic vending equipment and coin changers necessary to provide quality food and refreshment service on the Mt. San Antonio College's premise and other locations as designated. Vendor guarantees that all equipment installed will have the approval of the local health department and the equipment will meet the specifications published by the United States Public Health Federation and the National Sanitation Foundation. Auxiliary agrees to provide necessary water and electrical lines to a point within five feet of automatic vending equipment. Vendor agrees to keep the equipment sanitary throughout. Vendor shall be responsible for all costs of operation including:

- a. Repair and replacement of own equipment.
- b. Custodial service in and around the vending areas.

Auxiliary shall be responsible for the following:

- a. Provide trash and garbage removal and extermination service.

3. EQUIPMENT MAINTENANCE AND REPAIR:

- a. Equipment and supplies will be maintained during the term of this agreement in condition satisfactory to the Auxiliary. As such, the Vendor will adhere to the highest standards of cleanliness and sanitary practices, including food handlers, appearance and performance in the preparation, service and transportation of food and related items.
- b. The Vendor will conduct equipment and facilities maintenance and sanitation inspections on a timely basis. The Vendor is responsible to implement corrective operating measures required as a result of these inspections within ten days of the date of inspection. Reports would be made available to the Auxiliary.
- c. The Vendor will conduct a program of preventive maintenance and regular replacement of worn, damaged or malfunctioning vending equipment. Auxiliary will not provide maintenance or repairs on any vending equipment belonging to the Vendor.
- d. The Vendor will provide vending equipment maintenance and repair service on a timely basis, so as to minimize down time of the equipment. Equipment that cannot be returned to full service within four working days of notification of needed repairs shall be replaced with equipment of similar kind and quality.
- e. The Vendor will maintain a continual program of equipment replacement so as to prevent service or sales reductions.
- f. Industry improvements to vending equipment occurring during the term of this equipment will be incorporated by the Vendor in subsequent installations.

4. SERVICE SPECIFICATIONS: Auxiliary and Vendor will mutually agree on prices and hours of service and quality and types of food. Estimation of times of operation: It is estimated that vending hours will be 7:00 a.m.-9:30 p.m., Monday-Thursday, 7:00 a.m.-3:30 p.m. on Friday, and 7:30 a.m.-1:30 p.m. on Saturday. These shall be for the full Fall and Spring semesters commencing with the first day of school and including the week of final examinations. Times of operation during vacation periods, holidays, and summer school shall be subject to mutual agreement between the Auxiliary and Vendor. Times of operation during summer sessions, evenings, Saturday and Sunday may be scheduled by the Auxiliary as special events.

A petty cash fund should be maintained at the Express Stop, the Mountie Grill and in the Bursar Office for refunds due to machine malfunction. A form is filled out with name, stating the problem and at what building before a refund is given. When the petty cash fund gets low, Vendor personnel replenish it. The forms are totaled up and that amount is given to the Auxiliary. The Vendor personnel need to check every two weeks to see if there are any problems or to replenish the petty cash fund. Major problems should be called to the Auxiliary, extension 5162, who will report it to the Vendor by telephone. The refund policy should be stated on every machine on campus.

Vendor may not assign this agreement in whole or in part without the consent in writing of the Auxiliary. Vendor shall have no right to sublet or underlet any portion of said Food Services facilities or Auxiliary service rooms

5. **LICENSES, PERMITS AND TAXES:** Vendor will be responsible for all federal, state and local licenses and permits and taxes applicable to income and transaction of said concessions it provides on College premises, except that Vendor will have no liability for real estate or other taxes levied on property or equipment owned by the College or Auxiliary.
6. **INSURANCE:** Vendor will hold harmless the Auxiliary from any and all claim, demand, or liability on account thereof. All food, equipment, and other supplies shall be purchased, and all managers and other personnel shall be employed by Vendor in its own name and at its own expense, and further agrees to provide Workmen's Compensation, Comprehensive (including products) Insurance and Bodily Injury each in the sum of \$300,000/\$1,000,000 and Property Damage Liability Insurance in the sum of \$100,000. Vendor shall furnish to Auxiliary certificates of insurance indicating that such coverage is in effect. Auxiliary hereby waives any and all right of recovery from Vendor for loss caused by perils defined in fire, extended coverage and sprinkler leakage insurance policies, not occasioned by fault of Vendor. Vendor will keep all of said premises and facilities in proper condition and shall assume liability for any loss sustained due to vandalism. In the event Vendor shall fail to maintain and keep in force products liability insurance, public liability insurance, property damage and Workmen's Compensation Insurance as herein above provided, the Auxiliary shall have the right to cancel and terminate this agreement forthwith and without notice. In the event that Vendor shall fail to carry out and comply with any regulations adopted by the Auxiliary in respect thereto, the Auxiliary may notify Vendor of such failure or default and demand that the same be remedied within ten (10) days, and in the event of the failure of Vendor so to remedy the same within said period, the Auxiliary shall thereupon have the right to cancel and terminate this agreement without further notice.
7. **PERSONNEL:** Vendor will provide trained personnel to properly service the vending equipment. Vendor will select, train and direct its employees to perform the required tasks and Vendor will be responsible for their appearance and behavior while on Mt. San Antonio College campus or other designated locations. All such employees shall be employees of Vendor and not employees of the Auxiliary and shall be compensated by Vendor and not by the Auxiliary and Auxiliary shall in no event be liable directly or indirectly for their remuneration.
8. **FOOD COUNCIL:** This committee meets four times a year – September, December, March and June or July. They meet on the second Thursday at 7:00 a.m. in the months of September, December and March and at 12:00 noon in June or July in the Campus Café Staff Dining area. The Vendor appoints a representative to be on this committee.

9. **FISCAL ARRANGEMENTS:** In consideration of the terms and conditions of this agreement, Vendor agrees that it alone shall be responsible for all expenditures made in the food services facilities provided for in this agreement and it shall pay to the Auxiliary the following commission* rate computed on gross sales (excluding any state or local sales taxes applicable) from all vending machine operations:

Confections/snacks	25%	Milk and Juice	0%
Cold Cup Beverages	25%	Vended Food	0%
Hot Cup Beverages	25%	Soda	25%
Ice Cream	0%		

*\$55,000 GUARANTEED annual vending commissions.

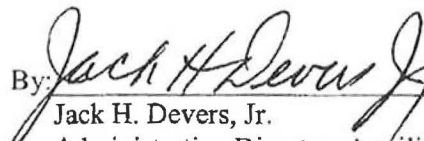
This commission will remain fixed throughout the term of the contract. Vending prices of products sold to be set by mutual agreement of the Vendor and the Auxiliary.

The Vendor will also pay a one-time signing bonus of \$30,000 for five-year contract.

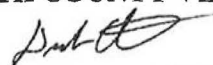
10. **ACCOUNTING:** Vendor's accounting periods shall be 4/4/5 week periods in each quarter. Within twenty (20) days following the close of each accounting period, Vendor will submit to Auxiliary a statement of sales for the prior period, together with a check covering commission for such period.
11. **TERMINATION:** The term of this agreement shall be for a period of five (5) years unless terminated by either party. The agreement may be canceled by either party to the agreement by giving thirty (30) days written notice to the other. Such notice to the Auxiliary shall be addressed to Mt. SAC Auxiliary Services, 1100 North Grand Avenue, Walnut, California 91789.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representatives the day and year first above written.

MT. SAC AUXILIARY SERVICES

By: 
 Jack H. Devers, Jr.
 Administrative Director, Auxiliary Services

NORTH COUNTY VENDING, INC.

By: 
 Dick Christman
 Sr. Vice President/Owner

Mike - FYI

Mike

As you are aware, wholesale prices have continued to increase over the past several years, much more so recently. Additionally, the rising cost of futures, fuel, insurance, labor, etc. make it extremely difficult to keep prices as they are. In spite of these challenges we have done our best to hold our prices where they are while continuing to provide service unsurpassed in our industry.

Regretfully we find it necessary to minimally increase prices this coming July to keep pace with our incurred rising costs.

We priced some items two years ago and we were able to keep prices the same last year. When we raised the price of Gatorade two years ago some machines stayed at \$2.25, while the rest are at \$2.50. I would like to move all the Gatorades to \$2.50.

The two items to increase would be:

Candy	\$1.75	to	\$1.85
Chips	\$1.60	to	\$1.75

We could do this during the summer session and I don't believe we would receive much negative feedback. I of course will do nothing without your approval.

Rest assured that we will continue to provide you with the best service, equipment and the most competitive pricing available in the vending industry. We know that you have a choice when it comes to choosing a vendor. No other company will work harder than Canteen to make you pleased you chose us.

Thank you in advance for your understanding and your continued support.

Best Regards,

Mike Pulsipher | Customer Service Manager | Canteen Vending | 12640 Knott Ave, Garden Grove, CA 92841 | 760-212-8317 | mike.pulsipher@compass-usa.com | www.canteen.com



Mike approved price increases 6.22.16 (P)