



COFFEE SERVICE AGREEMENT

This Coffee Service Agreement ("Agreement") effective as of this ___ day of _____, 2012, is entered into by and between CAVAGI COFFEE SERVICES ("Provider") AND _____ ("Client") located at _____.

This agreement shall run for a period of 3 years and will automatically renew for successive terms of equal length unless written notice is received by either party at least 60-days prior to end of term.

EQUIPMENT

Coffee Equipment will be installed under the following guidelines:

1. Provider shall retain the ownership of all Coffee Equipment supplied and shall provide all necessary maintenance, replacements and sanitation for such Equipment.
2. Provider warrants any machine supplied by them for a period of 12 months and shall provide all necessary parts and maintenance for such Coffee Equipment during that period.
3. Coffee Equipment repair or replacement service will be provided upon proper notice by Client to Provider at no cost and will be completed within normal industry timeframes. Provider is not responsible for damages due to negligence or vandalism.
4. Coffee Equipment will be provided free of charge. In exchange, Client will be obligated to purchase a minimum of 2 cases of coffee per month. Should volume fall below the minimum, Provider reserves the right to discuss alternative requirements including a rental fee not to exceed \$25 per month per location.

COFFEE PRODUCTS

Provider offers a catalogue of nationally branded coffee. Provider and Client will agree on the specific brands to be supplied to Client.

STOCKING/PRODUCT DELIVERY:

All coffee products and related supplies sold for the Coffee Equipment (the "Products") will be ordered and delivered exclusively via the Provider Direct Sell order and delivery system. Related supplies include tea, cocoa, creamers, sweeteners, cups, lids, and stirrers.

COST ADJUSTMENT

We reserve the right to adjust our prices accordingly. Coffee as a commodity is subject to price swings due to various factors out of Providers control. In the event that costs of goods or operational costs increase, Provider will provide a minimum of 30 days notice.

TERMINATION

Except as otherwise provided herein, this Agreement may be terminated by either party hereto upon breach of this Agreement by the other party; provided, however, that (i) the non-breaching party gives the breaching party written notice of such breach, and (ii) the breaching party is allowed a fifteen (15) day cure period within which to cure such breach. If the breach is not cured within such period, this agreement may be terminated immediately. In the event of termination, the Client agrees to make all Coffee Equipment available at a reasonable time for immediate pick up by Provider, and Provider shall have thirty (30) days within which to pick up such Coffee Equipment

Provider reserves the right to discontinue service to any location due to the unavailability of product, vandalism, low volume, or for any other reason. Client shall not be liable for any failure to perform its obligations under this Agreement if such failure results from any act of God, terrorism, riot, war, civil unrest, flood, earthquake, mechanical, electronic or communications failure or other causes beyond Agent's reasonable control. This Agreement is governed by North Carolina law and venue for any action shall be state or federal court in Mecklenburg County, North Carolina

PROGRAM MANAGEMENT:

1. Coffee invoices will be collected, consolidated and billed to Client by:

Cavagi Coffee Service
3013 Senna Drive
Matthews, NC 28105

2. Payment Terms: Net 15. The invoice amount is due in full 15 days from the date of the invoice. Credit card options available.

Owner's Representative - Company Name

Al Stevens - Cavagi Coffee Service

Date: _____

Date: _____

The signatures are authorized representatives of the location in question and grant permission to Cavagi Coffee Service to execute this agreement. Facsimile-signed copy shall be considered to be original document; this Agreement may be executed in counterparts.

**PLEASE FAX AGREEMENT TO MINDI WAGONER
(800) 655-7637**