

Services Agreement

This Services Agreement ("Agreement"), dated August 28th, 2026 ("Effective Date"), is between Pleasant Valley School District a Pennsylvania Government Entity ("Client"), and SODEXO OPERATIONS, LLC, a Delaware limited liability company, with its principal office located at 2913 AW Grimes Boulevard, Pflugerville, Texas 78660 ("Sodexo"). Sodexo and Client shall be known individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

1. Purpose of Agreement Sodexo shall provide Services at the Premises and at such other locations as Sodexo and Client shall agree in writing in accordance with the terms and conditions set forth herein and in the attached Scope of Work (Exhibit A). The Services collectively include:

Vending Service	X
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2. Term and Termination The term of this Agreement is for Three (3) years commencing August 28th, 2026 and shall continue thereafter, unless terminated earlier by either party upon no less than sixty (60) days prior written notice to the other party.

Either party may terminate this Agreement upon material breach by the other party if not cured within thirty (30) days of the breaching party's receipt of the nonbreaching party's written notice.

3. Premises Sodexo shall provide Services at the following locations:

Client Location Information	Client Billing Information (if different)
Client Name Pleasant Valley School District	Client Name Pleasant Valley School District
Address Pleasant Valley Elementary School 476 Polk Township Rd	Address 2233 Route 115 Suite 100
City, State, Zip Code Kunkletown PA 18058	City, State, Zip Code Brodheads ville PA 18255
Phone Number 570-402-1000	Phone Number
Email sites.leann@pvbears.org	Accounts Payable Contact (1) Rose Arace, accountspayable@pvbears.org
Client Contact Leann Sites	Accounts Payable Contact (2)
Additional Service Locations (if applicable) Pleasant Valley Intermediate School 477 Polk Township Road Kunkletown PA 18058; Pleasant Valley Middle School 2233 Route 115 Brodheads ville PA 18322 Pleasant Valley High School 1671 Route 209 Brodheads ville PA 18322	

4. Financial Terms:

A. Sodexo shall retain all cash receipts to pay operating expenses incurred in the operation of the Services. All profit or loss shall be for Sodexo's account.

B. Within sixty (60) days after the conclusion of each Accounting Period, Sodexo shall pay Client a commission as follows:]

SERVICE	COMMISSION
Vending Service	10% of Net Sales

Net Sales shall mean all amounts recorded from the sales of food, beverages, confections, goods, merchandise and other authorized products in connection with the Vending Service, excluding applicable taxes, bottle and can deposits, costs associated with card readers (including credit card service fees and processing charges), and the retail pricing of items lost due to spoilage and waste.]

C. Prices. The initial prices charged by Sodexo for food and other products managed by Sodexo in the Services operations shall be reasonable and competitive with prices charged in comparable establishments in the geographic area of the Premises for comparable products, similarly prepared and of like quality and portion. No less than annually, Sodexo shall adjust pricing to reflect the increase in the Producers Price Index for Food and Beverage Stores.

By signing this Agreement, the signatories bind their respective companies to the terms set herein.

Pleasant Valley School District

Sodexo Operations, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
SCOPE OF WORK

1. Service Description.

Sodexo shall operate (or engage third parties to operate) the Services at Client's Premises.

A. Vending Service. The operation of automatic vending machines to sell Vending machine products at locations on Client's Premises.

2. Client Obligations. Client shall be responsible to provide, at no cost to Sodexo:

A. Electricity, gas, water and other utilities, ventilation, security service, telephone service, broadband internet access, pest extermination and control, window cleaning (including power washing as necessary), maintenance and repairs (excluding vending equipment), refuse removal, painting and decorating.

B. All utility lines needed for the proper operation of the vending machines to the location of each machine. The utility lines (with all proper hardware) are to be ready for connection to the vending machines, however, the actual connection of the machines to the utility lines shall be made by Sodexo. Client shall permit interruption of such services only in cases of emergency and shall promptly notify Sodexo of any such interruption. If notification of interruption is not provided to Sodexo which causes a loss of refrigerated or frozen products, Client shall reimburse Sodexo for such loss based on the posted retail price of such products.

C. Client shall provide, at no cost to Sodexo, an adequate amount of reasonably located space which may be secured and locked for Sodexo's use for storage of Vending Machine Products, and of cleaning and sanitation equipment.

3. Insurance.

A. Commercial General Liability Insurance. Sodexo shall obtain and keep in force during the term of this Agreement, Commercial General Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of Sodexo under this Agreement and, upon request, shall provide Client with a certificate evidencing such policies. The insurance policies shall contain a provision whereby the insurer(s) shall provide notice of cancellation in accordance with the provisions of the policy.

B. Property Insurance. Client shall maintain, or cause to be maintained, a system of coverage (either through purchased insurance, self-insurance, or a combination thereof) to keep the buildings, including the Premises, and all property contained therein and Client's other property insured against loss or damage by fire, explosion or other cause normally covered by special causes of loss form and builder's risk property insurance policies.

C. Cyber Liability Insurance. Each Party shall maintain Cyber Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per each occurrence.

4. Liability and Indemnity.

A. Employment Claims. Each party hereto shall be solely responsible for all claims asserted by or on behalf of the employees on its respective payroll, including employment and personnel actions (such as wrongful termination, discrimination, etc.) and claims arising out of injuries occurring on the job.

B. Property Damage Claims. With respect to claims for damage to the property of the Parties, for which the Parties maintain a system of coverage on their respective property[, and based on the representations contained in Section 2 above,] each Party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other Party hereto and its subsidiaries and affiliates for loss or damage to such Party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in special causes of loss form and builders risk property insurance policies.

C. Consequential Damages. In no event shall either Party be liable to the other for consequential, indirect or incidental damages (including punitive damages and lost profits), even if such Party has been advised of the possibility of such damages in advance.

D. Other Claims for Personal Injury or Property Damage. With respect to claims for personal injury not covered by sub-Section A and claims for damage to property not covered by sub-Section B, Sodexo and Client shall defend, indemnify and hold each other harmless from and against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, attorneys' fees and court costs, which may arise because of the sole negligence or willful misconduct of the indemnifying Party, its agents or employees in the performance of its obligations under this Agreement.

E. This Section 4 shall survive termination of this Agreement.

5. Taxes. Sodexo will obtain & pay for all federal, state & local licenses and permits as well as collect and pay all sales, use, excise and income taxes attributed to the operation under this agreement.

6. Governing Law. The provisions of this Agreement shall be construed under the laws of the State of Maryland.

Pricing & Commission Structure offerings

Category	10%
LSS Chips	\$2.00
Non Chocolate Candy	\$2.75
Chocolate Candy	\$2.75
Crackers	\$1.50
Cookies	\$2.00
Large Cookies	\$2.25
Energy Drinks	\$4.00
Large Gum	\$3.25
Juice	\$3.25
Nuts & Granola	\$2.00
Premium Nuts & Granola	\$3.75
Pastry	\$2.75
20oz Drinks	\$2.25
Soda 12oz	\$1.50
Gatorade/Powerade	\$2.75
Core / Smartwater	\$3.25
Vitamin Water	\$3.25
Regular Water	\$2.25