

CONTRACT

This Agreement is made as of the 18 day of October 2021 by and between Aging Matters In Brevard, Inc., having a place of business: The Kitchen at 455 Rosa L Jones Drive, Cocoa, FL 32922, and the Brevard Alzheimer's Foundation, hereto known as Client, having a business at 4676 N. Wickham Road Melbourne, FL 32935.

Whereas, Client wishes to engage Aging Matters In Brevard to provide certain food and beverage services upon Client's premises at said business address.

1. Term and Termination: Initial term and renewals: This agreement shall commence October 1, 2021 and shall continue until September 30, 2022, at which time all contracts are up for renewal. Upon the expiration of the initial term, this agreement shall be renewed automatically, unless either party gives a fourteen (14) day notice of termination.

All equipment, fixtures, material, and merchandise provided by Aging Matters In Brevard shall remain the property of Aging Matters In Brevard during the term of this agreement, how so ever, attached or fixed to the realty.

Client shall not permit the property of Aging Matters In Brevard to be subjected to any liens or encumbrances of any kind.

2. Price and Portion List: Aging Matters In Brevard shall submit for Client's approval a price and portion list setting forth all items to be offered. Changes in such list will occur only with the consent of both parties hereto.
3. Meal Count: The Aging Matters In Brevard must be notified of any change to the daily meal count requirement by 1:00 PM one day prior to delivery.
4. Accounting and Reporting: Aging Matters In Brevard shall submit to Client at the end of each week of operation, such invoices to reflect sales at Client's facility during such periods together with an itemization of all amounts due Aging Matters In Brevard under this agreement, including any applicable sales tax. If Client has a tax-exempt status, a current copy of the tax certificate must be on file with the Aging Matters In Brevard.
5. Payment: Client shall remit payment of amounts due within fourteen (14) days of the date of the Aging Matters In Brevard invoice. If any amount owed to Aging Matters In Brevard is not paid within fourteen (14) days of the date due, Aging Matters In Brevard shall be entitled to collect a late charge equal to 1.5% per month on the unpaid amount from the date until paid in full, together with cost of collection including reasonable legal fees. A \$20.00 fee will be assessed for checks returned due to insufficient funds. **DELINQUENT ACCOUNTS WILL RESULT IN SUSPENSION OF SERVICES.**

6. Insurance: Aging Matters In Brevard agrees to maintain insurance policies to protect its property and interest at the Client's facility covering the risks. The parties agree to waive their respective rights of recovery against one another for losses covered by their respective insurance policies.
7. Indemnification:
- Indemnification by Aging Matters In Brevard: Aging Matters In Brevard agrees to indemnify and save Client (and its officers, employees, and agents) harmless from any liability, losses, damages, judgments, liens, expenses and costs sustained or incurred in connection with any claims, suits, actions, or proceedings made or brought against any such parts as a result of any negligent acts or omissions of Aging Matters In Brevard (or its officers, employees, and agents).
 - Indemnification by Client: Client agrees to indemnify and save Aging Matters In Brevard (and its officers, employees and agents) harmless from any liabilities, losses, damages, judgments, liens, expenses, and costs sustained or incurred in connection with any claims, suit, actions, or proceedings made or brought against any such party as a result of any negligent act or omissions of Client (or officers, employees, agents and invitees).
8. Contingencies: Neither party hereto shall be liable to the other party for any non-performance, in whole or in part, of its obligations under this agreement caused by the occurrence of any contingencies beyond the control of the parties.
9. Notices: All notices required by this agreement shall be in writing and shall be delivered personally, or by overnight courier or registered or certified mail, return receipt requested, addressed as follows:

TO: Client
Name: Brevard Alzheimer's Foundation
Address: 4676 N. Wickham Rd.
City, State, and Zip: Melbourne, FL 32935

Delivery Location(s): 4676 N. Wickham Rd.
Melbourne, FL 32935

Gibson Center
830 S. Park Ave
Titusville, FL 32780

Weinberg Care Center
7951 Ron Beatty Blvd
Micco, FL 32976

TO: Aging Matters In Brevard
3600 W. King Street, Suite 1
Cocoa, FL 32926


10. Binding Effect: This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, and representatives.
11. Entire Agreement: This agreement constitutes the final, complete, and exclusive written expression of the intentions of all of the parties with respect to the subject matter here of and shall supersede all previous communications, representations, agreements, promises, or statements, whether oral or written, by and party or between the parties.
12. Modification: No modification of any of the terms and conditions of this agreement shall be effective unless such modification is expressed in writing and signed by the party against whom enforcement is sought.
13. Relationship of Parties: The parties intend that Aging Matters In Brevard shall be an independent contractor to Client. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties and neither shall have the authority to bind the other in any respect.
14. Governing Law: This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

In witness whereof, the parties hereto have caused this agreement to be executed by the undersigned officials as duly authorized.

By: 
Josh Jensen, President & CEO
Aging Matters in Brevard

Date: 10-22-21

By: 
Brevard Alzheimer's Foundation

Name: 
Title: CEO
Date: 10/18/21

PRICE AND PORTION LIST

<u>Items for Sale</u>	<u>Quantity</u>	<u>Price</u>
Lunch	Variable	\$3.40 plus tax
Milk (additional)	Variable	\$0.40 plus tax

All prices include delivery.

Special Provisions

Additional paper goods, condiments and bulk juice and milk ordered from Price and Portion List shall be billed as a separate line item on the weekly invoice.