

## **REQUEST FOR BOARD ACTION**

### **HENDERSON COUNTY BOARD OF COMMISSIONERS**

**MEETING DATE:** June 17, 2026

**SUBJECT:** Beverage Sales Agreement – Pepsi-Cola Bottling Co. of Asheville, NC

**PRESENTER:** Bruce Gilliam, Director, Parks & Recreation

**ATTACHMENTS:** Yes  
1. Beverage Sales Agreement

#### **SUMMARY OF REQUEST:**

The Board is requested to approve the attached beverage sales agreement with Pepsi-Cola Bottling Co. of Asheville. As outlined in the agreement, Pepsi-Cola would provide a one-time up-front marketing fund of \$25,000 towards Berkeley Sports Complex to allow Pepsi-Cola of Asheville to be the exclusive beverage provider.

#### **BOARD ACTION REQUESTED:**

The Board is requested to approve the Pepsi-Cola Beverage Sales Agreement and direct staff to fulfill the contract.

#### **Suggested Motion:**

*I move the Henderson County Board of Commissioners approve the Pepsi-Cola Beverage Sales Agreement and direct staff to fulfill the contract.*



Pepsi-Cola Asheville, NC  
200 Fanning Fields Rd.  
Mills River, NC 28759

## BEVERAGE SALES AGREEMENT

This agreement (this "**Agreement**") between **Pepsi-Cola Bottling Co. of Asheville, NC ("Pepsi-Cola")** and **Berkley Sports Complex at 69 Balfour Rd., Hendersonville, NC 28792 ("Customer")**, sets forth the agreement of the parties with respect to the purchase and promotion of Pepsi-Cola's total products.

### 1. **Term of Agreement**

The term of this Agreement begins 7-1-2026 and ends 06-29-2030 (the "**Term**"). When fully executed, this Agreement will constitute a binding obligation of both parties until the agreed upon commitment is fulfilled. For purposes of this Agreement, the term "Year" shall mean a twelve (12) month period during the Term beginning on the first day of the Term or anniversary thereof.

#### **Expiration:**

Upon expiration, this agreement will automatically renew annually for one year at a time unless either party gives written notice 30 days prior to the expiration date.

2. Pepsi-Cola of Asheville will be the exclusive beverage supplier to the Customer during the Term. Pepsi-Cola products will be the exclusive beverage sold, vended, or otherwise made available, or in any way advertised, displayed, or promoted at or in connection with the outlet by any method or via any medium whatsoever (including, without limitation, print, television, radio, internet, coupons and signage). This is to include food trucks.

#### 2.1 **Brewed Coffee & Tea**

Pepsi-Cola will be the exclusive brewed Coffee & Tea supplier to the customer during the term. The Tea Products will be the exclusive Tea beverages sold, dispensed, or otherwise made available, or in any way advertised, displayed, or promoted at or in connection with the Outlet by any method.

### 3. **Equipment**

Upon execution of this Agreement, Pepsi Cola will provide **Berkley Sports Complex** with Dispensing Equipment (the "**Equipment**") exclusively for dispensing the Total Pepsi-Cola products. At all times, legal title to the Equipment shall belong to Pepsi-Cola. Customer agrees to cooperate with Pepsi-Cola in maintaining the Equipment in good working order throughout the Term, and Pepsi-Cola agrees to provide maintenance in accordance with the Service Program set forth herein.

### 4. **Service Program**

#### 4.1 **Equipment Service:**

Throughout the Term Pepsi-Cola will provide mechanical service to the Equipment as needed 24 hours a day  
7 days a week

Pepsi-Cola will provide one (1) Annual Preventative Maintenance Service.

4.2. Pepsi-Cola will supply customer with weekly deliveries as needed, unless otherwise agreed upon by both parties.

**5. Price Adjustment**

**All Pepsi-Cola Total Beverage Products including but not limited to packaged products, Brewed Coffee, Brewed Tea, cups, and other supply items will be subject to annual price increases.**

**6. Marketing Fund and Other Support**

Pepsi-Cola will provide a one-time upfront Marketing Fund of \$25000.00 at the beginning of the agreement.

**7. General Terms**

**7.1 Termination:**

A material breach of this agreement by either party is grounds for termination. The terminating party must give the other party written notice of the breach, and the other party must remedy or cure the breach within ninety (90) days of such notice to avoid termination. Any sale of competitive beverages not specifically permitted by this Agreement is a material breach of this Agreement. If customer elects to terminate this agreement before agreed term, Pepsi-Cola must be refunded upfront funding (\$25,000.00) at a prorated basis.

**7.2 Expiration:**

Upon expiration of this Agreement, if Customer has not entered into a further agreement with Pepsi-Cola for the purchase of Fountain Products, Customer shall surrender to Pepsi-Cola all Equipment installed in the Outlet, whether leased, loaned or otherwise made available by Pepsi-Cola.

**7.3 Entire Agreement:**

This document contains the entire Agreement between the parties regarding the subject matter and supersedes all other agreements between the parties, including prior commitments relating to the purchase of the Post mix Products and other Pepsi-Cola products by the Customer. This agreement may not be amended or modified orally, but only by an Agreement in writing signed by each of the parties.

**7.4 Non-Disclosure:**

Except as may otherwise be required by law or legal process, neither party shall disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.

**PEPSI-COLA BOTTLING COMPANY  
Asheville, NC**

**Berkley Sports Complex**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_