

OLD DOMINION UNIVERSITY
STANDARD CONTRACT

Contract No. 08-221-0024-HRS

This contract entered into this 8th day of February 2008 by ARAMARK Refreshment Services, hereinafter called the "Contractor" and Old Dominion University, called the "Client".

WITNESSETH that the Contractor and the Client, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES:

The Contractor shall provide certain "Campus Vending" services to Old Dominion University in accordance with the information and requirements contained in the original Request for Proposal #08-221-0024-HRS, the original response to same by the Contractor, and all negotiated changes accepted by the Client.

PERIOD OF PERFORMANCE:

February 11, 2008 through February 10, 2011, w/Two 1-Year Renewal Options

COMPENSATION AND METHOD OF PAYMENT:

The Contractor shall to the Client those commissions as specified in the Contractor's response, and said payment shall be every month and made no later than the 15th of each month following the month in which commission calculations were determined.

CONTRACT AGREEMENT:

The Contract Documents shall consist of the following, all addenda being inclusive :

- (1) This signed form;
- (2) The attached purchasing description which consists of:
 - (a) The original Request for Proposal 08-221-0024-HRS, inclusive of all requirements, terms and conditions, and all addenda; and
 - (b) Contractor's original response to same dated January 3, 2008.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

ARAMARK Refreshment Services

By: _____

R. Jack Frost

Title: _____

General Manager

Date: _____

2/18/08

CLIENT:

Old Dominion University

By: _____

Harry R. Smithson, Jr., CPPO, VCCO

Title: _____

Assistant Director, Materiel Management

Date: _____

2/20/2008

CONTRACT MODIFICATION AGREEMENT

Date: March 12, 2008

Contract No.: 08-221-0024-HRS

Modification No.: 1 – Modification to Contract

Issued By: OLD DOMINION UNIVERSITY
Department of Material Management
4401 Powhatan Avenue, Suite 111
Norfolk, VA 23529-0308

Contractor: ARAMARK Refreshment Services
4140 S. Military Highway
Chesapeake, Virginia 23321

This Contract Modification Agreement is entered into pursuant to Section IV. "General Terms and Conditions", Paragraph N. "Changes to the Contract" (page 11), as follows

DESCRIPTION OF MODIFICATION:

The Parties agree to modify the contract by changing the Contract Administrator's duties as follows:

1. Effective immediately, the "Pricing Schedule" and associated commission structure shall reflect that offered as **Option B** in the original response from ARAMARK Refreshment Services, as follows:

Vend Price Options		
	Option A	Option B
	Vend Price	Vend Price
Pastry	\$0.85	\$1.00
LSS Chips	\$0.85	\$1.00
Regular Candy	\$0.80	\$1.00
Large Candy	\$1.25	\$1.25
Crackers & Cookies	\$0.60	\$0.75
Gums & Mints	\$0.55	\$0.65
Regular Ice Cream	\$1.50	\$1.50
Premium Ice Cream	\$1.75	\$1.75

Tiered Commission Structure		
	Option A	Option B
Revenues	Commission	Commission
All Sales up to \$225,000	25.25%	29.25%
Incremental sales over \$225,000	29.25%	33.25%
Incremental sales over \$250,000	30.75%	35.25%

Commission on all Ice cream will be paid at 10%

2. Except for the changes provided herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect, as originally submitted, negotiated and agreed to between Old Dominion University and ARAMARK Refreshment Services.

OLD DOMINION UNIVERSITY

By: _____
Harry R. Smithson, Jr., CPPO, VCCO
Assistant Director

OLD DOMINION UNIVERSITY

By: _____
R. Jack Frost
General Manager

CONTRACT MODIFICATION AGREEMENT

Date: April 10, 2009

Contract No.: 08-221-0024-HRS

Modification No.: 2 Modification to File Only

Issued By: OLD DOMINION UNIVERSITY
Department of Material Management
4401 Powhatan Avenue, Suite 111
Norfolk, VA 23529-0308

Contractor: ARAMARK Refreshment Services
4140 S. Military Highway
Chesapeake, Virginia 23321

This Contract Modification Agreement is entered into pursuant to Section IV. "General Terms and Conditions", Paragraph N. "Changes to the Contract" (page 11), as follows

DESCRIPTION OF MODIFICATION:

The Parties agree to modify the contract by changing receipt due date of all commission checks, as follows:

1. Effective immediately, the monthly commission checks shall be received by Auxiliary Services no later than the 16th of each month following month that the commissions were realized.

Except for the changes provided herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect, as originally submitted, negotiated and agreed to between Old Dominion University and Aramark Refreshment Services.

Old Dominion University

By: _____
Harry R. Smithson, Jr., CPPO, VCCO, VCO

Title: Assistant Director, Materiel Management

Date: _____

Cc: Todd Johnson, Assistant Vice President for Auxiliary Services
Bob Olson, Auxiliary Services

CONTRACT MODIFICATION AGREEMENT

Date: October 1, 2009

Contract No.: 08-221-0024-HRS

Modification No.: 3 Modification to File Only

Issued By: OLD DOMINION UNIVERSITY
Department of Material Management
4401 Powhatan Avenue, Suite 111
Norfolk, VA 23529-0308

Contractor: ARAMARK Refreshment Services
4140 S. Military Highway
Chesapeake, Virginia 23321

This Contract Modification Agreement is entered into pursuant to Section IV. "General Terms and Conditions", Paragraph N. "Changes to the Contract" (page 11), as follows

DESCRIPTION OF MODIFICATION:

The Parties agree to modify the contract by changing receipt due date of all commission checks, as follows:

1. Effective immediately, the 'vend rate' for those items considered to be in the *fresh pastry* category, shall be increased from \$1.00 to \$1.25.
2. Aramark Refreshment Services shall be allowed to remove five (5) 'bill changers' that don't currently support vending use, as follows:
 - a. Village 1;
 - b. Village 2;
 - c. Village 3;
 - d. Village 4; and
 - e. Powhatan Laundry Facility

Except for the changes provided herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect, as originally submitted, negotiated and agreed to between Old Dominion University and Aramark Refreshment Services.

Old Dominion University

By: _____
Harry R. Smithson, Jr., CPPO, VCCO, VCO

Title: Assistant Director, Materiel Management

Date: _____

Cc: Todd Johnson, Assistant Vice President for Auxiliary Services
Bob Olson, Auxiliary Services