



CUSTOMER INCENTIVE AGREEMENT

TWIN CITIES

CUSTOMER INFORMATION	
CUSTOMER NAME: ISD#1 Aitkin High School - #09633 Rippleside Elementary School - #09634	ADDRESS: 306 2 nd St. NW., Aitkin, MN 56431 225 2 nd Ave. SW., Aitkin, MN 56431
CONTACT: Mary Morem	

INCENTIVE INFORMATION
TERM: 1 Year – 2026-2027 School Year – August 1, 2026 to July 31, 2027
Performance Foodservice (“Performance”) hereby agrees to provide Customer the pricing (“Pricing”) set forth below during the Term. In consideration for Performance’s Pricing, Customer agrees to maintain current purchase levels. PRODUCT CATEGORIES AND MARK-UPS: During the Term, Performance will provide Customer the same pricing program via NPPGov. Customer may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Performance. Any purported assignment or delegation in violation of this Agreement shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. Performance disclaims all warranties, express or implied, with respect to products sold to Customer, including any warranties of merchantability or fitness for a particular purpose. If any of the products sold are defective, Customer’s remedy, in the sole discretion of Performance, shall be limited to replacement of the defective products or refund of the purchase price. In no event shall Performance be liable for any special, indirect, incidental, consequential or exemplary damages in connection or arising out of this Agreement and/or with respect to products sold to Customer. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Virginia without giving effect to any choice or conflict of law provision or rule. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the same subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

PERFORMANCE FOODSERVICE	CUSTOMER
By:	By:
Title:	Printed Name:
Date:	Title: Date: