



KEY RELEASE AND INDEMNITY AGREEMENT

The City of North Richland Hills ("Customer") wishes to provide Sysco North Texas ("Sysco") with access to Customer's facility at the address set forth below (the "Facility") during non-operating hours to make product deliveries. By signing below, Customer hereby acknowledges its agreement to the following terms for such key drop deliveries:

1. **Unimpeded Access:** Customer will provide Sysco with a key and permission to access the Facility to make product deliveries before or after normal business hours. Customer will inform any security guards or other personnel who may watch, monitor, or otherwise be present at the Facility during such hours that Customer has granted Sysco access to enter the Facility.
2. **Deliveries:** Sysco will deliver product to the Facility to areas that allow for the most optimal conditions for storing such products (i.e., frozen products will be stored in the freezer, dry goods in areas at room temperature, etc.) unless directed otherwise by Customer. In such event, Customer hereby gives Sysco permission to, pursuant to customer's direction, place frozen items into a refrigerated cooler (less than 40 degrees), refrigerated items in a freezer, and/or non -PHF/TCS frozen product at ambient temperature, as applicable, with the understanding that these products are not eligible for return. Sysco will lock the Facility after making a delivery.
3. **Indemnity:** Sysco will indemnify, defend and hold harmless Customer and its employees, officers and directors from all actions, claims and proceedings, and any judgments, damages and expenses (including reasonable attorneys' fees) resulting from or arising out of the negligent or willful acts or omissions of Sysco personnel while present at the Facility, except to the extent such claims are caused by the negligence or intentional misconduct of Customer, Customer's agents or Customer's employees.

Customer will indemnify, defend and hold harmless Sysco and Sysco's parent company Sysco Corporation, and each of their employees, officers and directors from all actions, claims and proceedings, and any judgments, damages and expenses (including reasonable attorneys' fees) resulting from or arising out of any occurrence or non-occurrence at the Facility, whether or not Sysco personnel were present at the time of such occurrence or non-occurrence, except to the extent such claims are caused by the negligence or intentional misconduct of Sysco, its agents or employees.

Customer has provided a key to Sysco to enter the premises of:

Full delivery Address (including Postal Code)

NRH2O Family Water Park
9001 Boulevard 26
North Richland Hills, TX 76180

CITY OF NORTH RICHLAND HILLS:

By: _____
Paulette Hartman
City Manager

Date: _____

ATTEST:

By: _____
Alicia Richardson
City Secretary/Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

By: _____
Bradley Anderfe
City Attorney

By: ^{Sysco} BLAIR BROWN, REGIONAL VP, FINANCE
(Print Name & Title)

Date: 4/10/25

By: Devin B. Brown



KEY DROP DELIVERY CUSTOMER SET-UP FORM

CUSTOMER LOCATION INFORMATION

Customer Name:	
Customer Number:	
Address:	
City, ST ZIP:	
Alarm Code:	
Alarm Location:	
Alarm Company Phone #:	
Emergency Alarm Code (if available):	

EMERGENCY PHONE NUMBERS:

Name	Title	Phone Number
Police / Fire	N/A	911
	Sysco Merchandising Associate	
	Sysco District Sales Manager	

DELIVERY DETAILS:

Confirm areas of customer facility for product delivery including schematic of facility, dry item area, cooler item area, and freezer item area.

Allowable days of delivery:	
Approximate delivery time window:	
Dry item placement:	
Frozen item placement:	
Cooler item placement:	

SPECIAL INSTRUCTIONS:
