

COMMISSARY SERVICE AGREEMENT

THIS AGREEMENT made the 29th day of July 2026, by and between San Augustine County Sheriff's Office, hereinafter referred to as "CLIENT", with home offices located at 219 N Harrison Street, San Augustine, Texas 75972 and "Lone Star Commissary", hereinafter referred to as "Lone Star Commissary", with home offices located at 3664 State Hwy 19, North Huntsville, Texas 77320 for provision of commissary services to one (1) adult correctional facility located in the State of Texas at the following location:

San Augustine County Jail
219 N. Harrison Street
San Augustine, Texas 75972

WHEREAS, the CLIENT desires to avail itself of LONE STAR COMMISSARY services, and WHEREAS, LONE STAR COMMISSARY desires to provide commissary services for the CLIENT, now here fore, in consideration of the mutual covenants and agreements hereinafter set forth, the parties, intended to be legally bound hereby, agree as follows:

I. CLIENT'S GRANT TO LONE STAR COMMISSARY

The Client grants unto Lone Star Commissary, as an independent contractor, the exclusive right to sell commissary products to inmates in the above referenced jail.

II. LONE STAR COMMISSARY'S RESPONSIBILITIES

- A.) Pursuant to the provisions of the Agreement, Lone Star Commissary will purchase, and maintain high standards of quality, such mutually agreed number and type of inventory items at mutually agreed locations for the sales of food products, non-alcoholic beverages, and other such articles and will keep the inventory adequately serviced and supplied with appropriate merchandise in good quality. Lone Star Commissary warrants that prices are subject to ordinary price increases that might, from time to time be necessary due to market factors beyond the control of Lone Star Commissary. All price changes are to be approved by the Client, during the term of this contract.
- B.) Lone Star Commissary agrees to comply with all applicable Federal, State and Local laws and regulations pertaining to wages and hours of employment.

COMMISSARY SERVICE AGREEMENT

III. FACILITIES AND EQUIPMENT

- A.) The Client has the option to select and designate a mutually agreeable time and place of service and type of products sold. Lone Star Commissary guarantees that all equipment installed will be new or like new and have the approval of the local health offices and that the equipment will meet the specifications published by the United States Public Health Federation and National Sanitation Foundation.
- B.) It is hereby agreed that neither the Sheriff nor the San Augustine County Sheriff's Office assumes any responsibility whatsoever for any damage to the equipment while on its premises, unless the equipment is willfully abused or misused.

IV. INDEMNIFICATION

- A.) Lone Star Commissary shall indemnify The Client against any loss, damage, injury or death caused by Lone Star Commissary negligent acts or omissions or the negligent acts of Lone Star Commissary agents or employees, or losses, damages, injuries or death caused by Lone Star Commissary negligence and arising out of the consumption or use of the Products sold; provided, however, that nothing contained herein shall require Lone Star Commissary to defend or indemnify The Client for losses, damages, injuries or death arising out of the negligence of The Client, its agents or employees.
- B.) Lone Star Commissary's obligation to hold The Client harmless pursuant to the agreement shall be dependent upon The Client promptly notifying Lone Star Commissary in writing of any such claims or lawsuits against either Lone Star Commissary or The Client, but in no event not later than thirty (30) days after the date The Client first receives notification.

V. MENUS AND SERVICE SPECIFICATIONS:

- A) The Client and Lone Star Commissary will mutually agree on prices and services specification.
- B) All pricing shall be fixed for one (1) year from the date the contract is awarded, unless authorized by The Client.

VI. LICENSES, PERMITS AND TAXES:

Lone Star Commissary will be responsible for all federal, state and local license, taxes and permits in connection with the commissary it provides for the San Augustine County Jail, except that Lone Star Commissary will have no liability for real estate or other taxes levied on property or equipment owned by the Client.

COMMISSARY SERVICE AGREEMENT

VII. INSURANCE:

Lone Star Commissary agrees to provide Comprehensive General Liability (including Product Liability), Bodily Injury, Property Damage Liability, Automobile Liability and Workers Compensation Insurance, for the amounts to be sufficient minimum insurance requirements as stated in the RFP No. 04076-04 for mutual protection of The San Augustine County Sheriff's Office and Lone Star Commissary. Lone Star Commissary will furnish to The San Augustine County Sheriff's Office certificates of insurance indicating that such coverage is in effect, and will annually furnish to The San Augustine County Sheriff's Office, certificates of insurance indicating that such coverage is in effect and there has been no lapse of coverage upon the awarding of this contract.

VIII. FINANCIAL ARRANGEMENT

A.) Lone Star Commissary will be reimbursed on a weekly basis from monies generated from the Inmate Trust Fund. This responsibility is to be monitored by The San Augustine County Sheriff's Office. Outstanding balances greater than 30 days may be subject to interest @10%, per annum. However, the interest rate to be charged and paid under the terms hereof shall in no event exceed the maximum rate if interest chargeable to and payable by a governmental entity in a contract for the purchase of goods and services, as specified in Section 2251.025(b) of the Texas Government Code.

B.) Lone Star Commissary agrees to pay The San Augustine County Sheriff's office a commission of 25% of the net sales per month. Net sales shall be defined as Gross Sales less tax. In addition, net sales will exclude the sales of the products listed below. The commission will be paid by the 20th for the previous month activities for all invoices paid.

1. U.S. Postage
2. Postage Products
3. Non-profit items

IX. INDEPENDENT CONTRACTOR RELATIONSHIP:

It is mutually understood and agreed, and it is the intent of the parties that subject where applicable, to the terms and conditions set forth in the direct sales to the Client's financial arrangement, if such is used, an independent contractor relationship is hereby established under the terms and conditions of this Agreement, that employees of Lone Star Commissary are not nor shall they be deemed to be employees of The Client and, that employees of The Client are not nor shall they be deemed to be employees of Lone Star Commissary.

COMMISSARY SERVICE AGREEMENT

X. LONE STAR COMMISSARY TITLE TO SOFTWARE & HARDWARE

- A.) All software installed by Lone Star Commissary pursuant to the provisions of this Agreement are and shall at all times remain the property of Lone Star Commissary, with title vested in Lone Star Commissary, and The Client shall have no property interest in said software. The Client agrees to permit only employees and agents of Lone Star Commissary to remove, open, copy, or tamper with said software of Lone Star Commissary. There shall be no unauthorized copies or modifications made to the software without the expressed written consent by an officer of Lone Star Commissary.
- B.) All hardware installed by Lone Star Commissary shall remain the property of Lone Star Commissary.
- C.) All Maintenance, Repair, or Replacement of hardware shall be the responsibility of Lone Star Commissary under normal operating conditions. Lone Star Commissary will not be responsible if equipment is abused or used for other purposes other than commissary functions.

XI. COMMENCEMENT AND TERMINATION

This Agreement shall become effective as of September 1st 2026 and shall remain in effect until August 31st 2030. It shall thereafter renew itself automatically for one year or until either party gives notice of termination in writing by registered mail at least forty-five, (45) days prior to the expiration of this Agreement, or any renewal term hereof.

- A.) If either party refuse, fail or be unable to perform or observe any of the terms or conditions of this agreement for any reason other than excused performance reasons stated in Section XII hereof, the party claiming such failure shall give the other party a written notice of such breach. If within (30) days from such notice the failure has not been corrected, the injured party may cancel this agreement. Lone Star Commissary may cancel this agreement with 30 days notice if its operation becomes unprofitable.
- B.) Until the termination or expiration of this Agreement, Lone Star Commissary shall as soon thereafter as is feasible, remove its software and hardware.
- C.) The Client has the option to terminate the contract within (45) days of the effective date of the original contract date.
- D.) Either party may also terminate the Agreement at any time, without cause, by giving the other party at least sixty (60) days written notice.

COMMISSARY SERVICE AGREEMENT

XII. EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority; either Local, State or Federal or because of riot, war, public disturbance, strikes, lockouts differences with workman, fires, flood, acts of God, or any other reason whatsoever which is not within the control of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligation hereunder (other than the payment of monies) during the period of such suspension of performance of duties hereunder.

XIII. MISCELLANEOUS PROVISIONS:

- A) **"Governing Law.** This Agreement shall be governed by the laws of the State of Texas."
- B) **Venue.** Venue for any litigation arising out of the contract, its terms or its performance, shall be in the state district courts of San Augustine County, Texas.
- C) **Assignment.** Neither the rights or obligations hereunder may be assigned by Lone Star Commissary without the express written consent of the San Augustine County Sheriff's Office.
- D) **Compliance with Law.** Lone Star Commissary will comply with all Federal, State, and Local laws and regulations, specifically including, but not limited to, any applicable rules adopted by the Texas Commission on Jail Standards.
- E) **Agreement Terms.** The terms of this Agreement include both the written terms contained herein as well as the terms and provisions contained in the Request for Proposal issued by the San Augustine County Sheriff's Office, which are incorporated herein by reference. To the extent there is a conflict between the terms contained in this written Agreement and terms of the Request for Proposals, the terms contained in the written Agreement shall control.
- F) **Entire Agreement.** This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes any and all prior agreements.
- G) **Agreement Modification.** The terms of this Agreement may not be modified except by the subsequent written agreement properly authorized and signed by both parties hereto.

COMMISSARY SERVICE AGREEMENT

XIV. NOTICES:

All notices to The San Augustine County
Sheriff's Office shall be addressed to it at:
219 N. Harrison Street
San Augustine, Texas 75972

All notices to Lone Star Commissary shall
Be addressed to it at:
3664 State Hwy 19
Huntsville, Texas 77320

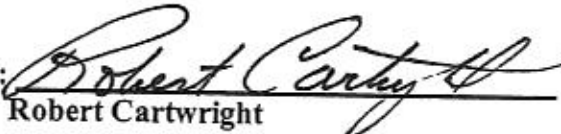
GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals of the
day and year first above written.

THE SAN AUGUSTINE COUNTY
LLC
SHERIFF'S OFFICE

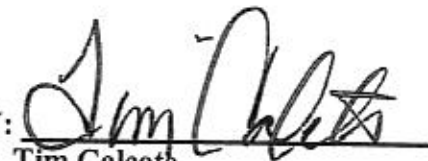
BY:


Robert Cartwright
Sheriff

DATE: 8-5-26

LONE STAR COMMISSARY

BY:


Tim Calcote
Chief Operating Officer

DATE: 8-5-26

Clothing

501	Boxer sz sm.	1585	Velcro Shoe sz M4/W6	2636	Hypoallergenic Baby Lotion 12 oz.	4258	Father's Day Card	\$1.50
502	Boxer sz med	1586	Velcro Shoe sz M5/W7	2637	Cocoa Butter Lotion 18 oz.	4261	Easter Card	\$1.50
503	Boxer sz Lrg	1587	Velcro Shoe sz M6/W8	2638	Baby Powder 10 oz.	4264	Valentine's Day Card	\$1.50
504	Boxer sz XL	1601	T-Shirt sz 6XL	2639	Baby Oil 6.5 oz.	4707	Plugs Ear	\$0.85
505	Boxer sz 2XL	1606	Thermal Top 3XL	2640	Club Brush Plast. No Handle	4708	Radio Clear AM/FM	\$34.50
506	Boxer sz 3XL	1607	Thermal Bottom 3XL	2641	Plastic Comb	4710	Earphones	\$5.00
507	Boxer sz 4XL	1608	Thermal Top 4XL	2644	Foam Hair Rollers	4711	Batteries AA 2ct.	\$2.15
510	Boxer sz 5XL	1609	Thermal Bottom 4XL	2646	Hairbrush with Handle	4720	AAA Batteries 2ct.	\$2.15
511	Brief sz SM	1612	Thermal Top 6XL	2650	Perm Relaxer	4721	Playing Cards	\$3.85
512	Briefs sz Lrg	1613	Thermal Bottom 6XL	2652	Small Hair Pick	4723	Uno Cards	\$17.00
513	Briefs sz XL	1772	Wash Cloth	2653	Small Hair Comb	4725	Crossword Puzzle Book	\$4.00
514	Briefs sz 2XL	1774	Handkerchief White	2661	Magic Shave Mild 6 oz.	4726	Chess Set	\$11.00
520	Panties sz 6	1804	Brown Towel	2665	Rubber Bands SM	4727	Set Checkers	\$10.00
521	Panties sz 7	1805	Deck Shoes sz - M6/W8	2667	Hair Scurchie	4728	Sudoku Book	\$4.00
522	Panties sz 8	1806	Deck Shoes sz- M7/W9	2670	Denture Adhesive	4729	Word Find Book	\$4.00
523	Panties sz 9	1807	Deck Shoes sz- M8/W10	2671	Denture Tablets 2 ct.	4748	Adult Coloring Book	\$1.25
524	Panties sz 10	1808	Deck Shoes sz- M9/W11	2675	Douche	4749	Tumbler with Lid	\$0.95
525	Panties sz 11	1809	Deck Shoes sz- M10/W12	2676	Tamppons 8 ct.	4750	Plastic Bowl	\$1.90
526	Panties sz 12	1810	Deck Shoes sz- M11/W13	2677	Maxi Pad Regular 1 each	4751	Bowl with Lid	\$2.13
542	Sport Bra 32 cup	1811	Deck Shoes sz- M12/W14	2680	Petroleum Jelly	4752	Plastic Cup	\$2.15
543	Sport Bra 34 cup	1850	Deck Shoes sz- M13/W15	2720	Freshmint Sensitive Toothpaste 4.3 oz.	4754	SPORK	\$1.00
544	Sport Bra 36 cup	1851	Gray Shorts SM	2730	Toile Paper	4755	Spoon	\$1.25
545	Sport Bra 38 cup	1852	Gray Shorts Lrg	2751	SM Shampoo and Body Bath 4 oz.	4855	Pillow	\$27.00
546	Sport Bra 40 cup	1853	Gray ShortsXL	2752	SM Conditioner 4 oz.	4860	1.5 Strength Reading Glasses	\$8.50
547	Sport Bra 42 cup--	1854	Yellow Laundry Bag	2753	Deodorant 1.6 oz.	4862	2.0 Strength Reading Glasses	\$8.50
551	Shower Thongs Small	1860	Orange Shorts sz Med	2754	Soap Deodorant 1 oz.	4864	2.5 Strength Reading Glasses	\$8.50
552	T-Shirt sz 4XL	1871	Orange Shorts sz Lrg	2755	Toothpaste .85 oz.	4930	Glasses	\$8.80
555	T-Shirt sz SM	1872	Orange Shorts sz XL			4940	Large Bowl with lid	\$17.00
556	T-Shirt sz Med	1873	Orange Shorts sz 2XL				Digital Wrist Watch	
557	T-Shirt sz Lrg	1874	Orange Shorts 6XL					
558	T-Shirt sz XL							
559	T-Shirt sz 2XL							
560	T-Shirt sz 3XL							
561	Shower Thongs Med	2601	Q- Tips (20 Pack)					
562	Shower Thongs Lrg	2602	Fingernail Clippers					
563	Shower Thongs XL	2603	Dental Floss (Plastic)					
564	Socks White	2605	Irish SpringSoap					
565	Thermal Top SM	2610	Coast Soap					
566	Thermal Top Med	2611	Shampoo Lrg					
567	Thermal Top Lrg	2612	Conditioner Lrg					
568	Thermal Top XL	2613	Dandruff Shampoo 12 oz.					
569	Thermal Top 2XL	2614	Hair Pomade 4 oz.					
570	Thermal Bottom SM	2615	Bergamot 4 oz.					
571	Thermal Bottom Med	2616	Syling Gel 15 oz.					
572	Thermal Bottom Lrg	2619	1 oz. Colgate Toothpaste					
573	Thermal Bottom XL	2620	Colgate Toothpaste 2.5 oz.					
574	Thermal Bottom 2XL	2621	Adult Toothbrush					
575	Velcro Shoe sz M7/W9	2622	Holder for Toothbrush					
576	Velcro Shoe sz M8/W10	2623	Ivory soap					
577	Velcro Shoe sz M9/W11	2624	Dove Soap					
578	Velcro Shoe sz M10/W12	2627	Soap Dish					
579	Velcro Shoe sz M11/W13	2629	Toothpaste Gel 4 oz.					
580	Velcro Shoe sz M12/W14	2630	Deodorant 2.25 oz.					
581	Velcro Shoe sz M13/W15	2631	*Anti-Perisprant Deodorant Powder					
582	Velcro Shoe sz M14/W16		Old Spice Deodorant Original					
583	Velcro Shoe sz M15/W17	2633						

Personal Hygiene

Medical

Miscellaneous

Candy

Inmate ID: _____ Date: _____ Location: _____
Name: _____ Signature: _____

5191	Treat Marshmallow	\$1.35	7059	*Snack Crackers (1 Sleeve) K	\$2.20
5192	*Brown Sugar Pop Tart	\$2.50	7060	*Oats and Honey Granola K	\$1.50
5193	Pay Day Bar GF K	\$2.95	7061	*BBQ Sauce 0.5 oz.	\$0.35
5194	Skittles	\$2.95	7062	*Mayonaisse 5 ct. K	\$1.50

Beverages

5421	*Powdered Milk K	\$5.00	7063	*Almond Sweet and Salty Granola Bar	\$1.60
5427	Red Island Punch GF	\$3.50	7064	*Lemon Pepper Seasoning	\$4.15
5428	Purple Island Punch GF	\$3.50	7065	*Minced Garlic	\$4.15
5429	Green Island Punch GF	\$3.50	7066	*Seasoned Salt	\$3.05
5430	Black Cherry Drink Instant GF K	\$0.40	7080	*Chicken Pouch 3 oz. GF K	\$6.25
5432	Grape Drink 1 ct. Instant GF K	\$0.40	7081	*Jalapeno Tuna	\$4.00
5435	Drink Lemon 1 ct. Instant GF K	\$0.40	7082	*Tuna Pouch H GF	\$3.85
5440	Orange Drink Instant GF K	\$0.40	7083	*Mackerel Fillet H GF	\$3.50
5445	Tropical Drink 1 ct. Instant GF K	\$0.40	7087	*Hot Sauce Sardines GF H K	\$2.85
5450	Coke 16.9 oz. GF	\$2.50	7088	Sliced Jalapeno 1 oz. K	\$1.25
5451	Diet Coke 16.9 oz. GF	\$2.50	7089	*Sardine Pouch GF H K	\$2.75
5452	Sprite 16.9 oz. GF	\$2.50	7094	*Pink Salmon GF K	\$4.70
5453	Dr. Pepper 16.9 oz. GF	\$2.50	7095	*Oysters Smoked GF H K	\$4.75
5454	Diet Dr. Pepper 16.9 oz. GF	\$2.50	7100	Banana Moon pie	\$1.60
5460	*Bottle Water GF	\$1.00	7101	Chocolate Moon pie	\$1.60
5492	Galorade 20 oz. Bottle Assorted GF K	\$2.50	7102	Honey Bun K	\$2.45
			7104	Iced Jumbo Honey Bun	\$3.30
			7108	Cupcake Chocolate K	\$2.75
			7109	Cinnamon Roll K	\$2.75
			7110	White Mini Donuts K	\$2.75
			7111	Mini Chocolate Donuts K	\$2.75
			7112	*Chocolate Chip Cookie Bag K	\$2.15

Snack Foods

004	*Frosted Flakes 1 oz. K	\$1.25	7113	Oatmeal Creme Pie K	\$2.45
010	*Flour Tortillas	\$5.00	7115	Buddy Bars K	\$2.25
011	Large Grape Jelly K	\$5.95	7116	*Duplex Cookies K	\$2.15
013	Large Strawberry Jelly K	\$2.25	7118	*Strawberry Creme Cookie	\$2.15
014	*Dill Pickle Large K	\$2.25	7119	*Cookies Chocolate Creme	\$2.15
015	*Pickle Hot Large K	\$2.50	7120	*Cookies Peanut Butter K	\$2.15
026	*Nacho Cheese Cup	\$3.25	7121	*Vanilla Cream Cookies K	\$2.15
030	*Jack Links Meat Stick 1 oz.	\$5.25	7122	*Cheetos Crunchy GF	\$2.25
031	*Sausage Beef 5 oz.	\$5.25	7125	*Flamin Hot Cheetos GF	\$2.25
032	*Spicy Beef Sausage 5 oz.	\$1.50	7126	*Zapp's Voodoo Chips	\$2.25
039	*Jalapeno Squeeze Cheese	\$1.00	7127	*Fritos Chili Cheese GF	\$2.25
040	*Salt 10 ct. K	\$1.00	7129	*Chesler's Hot Fries	\$2.25
041	*Pepper 10 ct. K	\$1.50	7130	*Doritos Nacho Cheese	\$2.25
044	*Non-Dairy Creamer 10 ct. K	\$1.75	7131	*Pork Skin SM Hot and Spicy GF	\$1.25
045	*Hot Sauce 5 ct. K	\$1.00	7146	*Cheesy Jalapeno Curls GF K	\$2.50
046	*Nekot Lemon Creme Cookie	\$1.50	7150	*Jalapeno Chips GF K	\$2.25
047	*Mustard 10 ct. K	\$0.80	7158	*BBQ Chips K	\$1.65
048	*Ketchup 10 ct. K	\$1.00	7160	*Pretzel Jalapeno Pieces K	\$1.65
049	*Ranch Dressing Packet K	\$0.75	7170	*Honey Mustard Pretzel Pieces K	\$1.65
050	*Chives and Cream Cheese Cracker	\$0.55	7172		
051	*Squeeze Peanut Butter K	\$1.00			
052	*Strawberry Squeeze Jam	\$0.55			
053	*Round Toasted PB Crackers	\$1.00			
054	*PB on Cheese Crackers	\$0.55			
055	*Jelly Grape Squeeze K	\$4.50			
056	*Lg. Saltine Cracker (4 silv) K	\$5.75			
057	*Lg. Snack Cracker (3 silv) K	\$1.40			
058	*Saltine Crackers (1 Sleeve) K				

If you are released before your order arrives, you have 72 hours to claim the order. Federal inmates will receive credit if they leave before order arrives.

ALL SALES ARE FINAL. SALES TAX NOT INCLUDED. NO EXCHANGES OR REFUNDS.