

FOOD SERVICES AGREEMENT
Between
Chartwells and Wayne State College

THIS AGREEMENT is made as of July 1, 2012 by and between The Board of Trustees of Nebraska State Colleges, Lincoln, NE, dba Wayne State College, Wayne, NE, with principal offices located at 1111 North Main Street, Wayne, Nebraska 68787 (College), and Compass Group USA, Inc., a Delaware corporation, with principal offices at 2400 Yorkmont Road, Charlotte, North Carolina 28217, by and through its Chartwells Division (Chartwells) (individually, the "Party" and collectively, the Parties).

WHEREAS, College desires to avail itself of Chartwells' food services; and

WHEREAS, Chartwells desires to perform such services for College;

NOW, THEREFORE, the Parties hereto, intending to be legally bound hereby, agree as follows.

College and Chartwells agree to the mutual covenants and agreements set forth herein as well as in:

1. College's Request for Proposal including the College's written responses to Bidder Submitted Questions and the specifications for food service contained therein unless expressly modified in the contract; and
2. Chartwells' Proposal including Interview Questions Responses Presented by Chartwells dated April 17, 2012, and to the extent it imposes obligations upon Chartwells, any general information provided as part of the proposal.

All of these documents together shall constitute the agreement, and the provisions thereof shall be as binding upon the parties as if they were fully set forth in this document. In the event of a conflict between the body of this Agreement, including Exhibits A and B, on the one hand, and the documents listed in paragraphs 1 and 2 above, on the other hand, such conflict will be resolved by giving effect to the provisions contained in the body of this Agreement and Exhibits A and B.

1. COLLEGE'S GRANT OF EXCLUSIVE RIGHTS TO CHARTWELLS

Wayne State College grants to Chartwells exclusive rights, as an independent contractor, to provide and manage the College's food service program including catering in Wayne, Nebraska (the Premises), and the exclusive right to sell to students, employees, guests and other persons at such Premises food products, non-alcoholic beverages and other such articles (Products) as shall be approved by the College (collectively, "Services," "Food Service," or "Food Service Program"), with the following exceptions:

- A. Presidential events at which the President of the College will be present as host.

- B. Bake sales and other student organization-sponsored fund-raising events which are not in direct competition with Chartwells and which have been approved by the Director of Student Activities. The College and Chartwells shall mutually agree on the definition of "direct competition" but the College shall make the final determination.
- C. Wayne High School football games played on the Wayne State College campus.
- D. Tailgate parties prior to Wayne State College football games and Cat Club events held at Wayne State College basketball games
- E. Other exceptions to which the College and Chartwells may mutually agree.
- F. Vending operations and beverage rights subject to the negotiated exclusive beverage agreement
- G. The College has entered into business arrangements with Pepsi-Cola of Siouxland, Inc. for exclusive beverage and vending services and with Follett Higher Education Group, Inc. for exclusive bookstore services which support College programs. Chartwells will not sell any product which is in direct conflict or violation of existing agreements between these contractors and the College or successor agreements providing similar exclusive rights
- H. The College reserves the right to enter into new business arrangements which could provide additional financial support to College programs.
- I. Chartwells shall have the right to bid on exclusive agreements which may expire during its contract term.

Chartwells shall render the food services within the facilities of the Premises, including but not limited to, the food preparation, serving, dining and storage areas designated for the food service program.

2. CONTRACT TERM, RENEWAL AND MODIFICATION

- A. The contract term shall be from July 1, 2012, through June 30, 2019, inclusive.
- B. The College is required by policy of the Board of Trustees of Nebraska State Colleges to re-bid food service contracts at least every seven years. Unless there is a change in this policy or unless the Board grants an exception to it, all parties understand that no renewal may be executed which would extend the total term of the contract beyond June 30, 2019.
- C. The contract shall not be varied in its terms by any oral agreement or representation, or otherwise, other than by an instrument in writing of subsequent date hereto executed by both parties (College and Chartwells) or other persons

duly authorized.

3. CONTRACT TERMININATION

- A. The contract may be terminated by either party giving written notice to the other party of its intent to terminate at least ninety (90) days prior to the proposed termination date.
- B. If Chartwells renders service pursuant to the contract during any part of the regular academic year, Chartwells shall continue to perform the terms of the contract through the end of the academic semester, unless the College agrees otherwise.
- C. If either Party shall 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 herein, the Party claiming such failure shall give the other Party a written notice of such breach. If the failure has not been corrected within thirty (30) days from such notice (or, with respect to a default in payment, within ten (10) days from such notice or as allowed under the Prompt Payment Act of the Nebraska State Statutes), the non-breaching Party may terminate this Agreement effective ten (10) days after the end of said period. The right to terminate for failure to perform or observe any of the terms or conditions of this Agreement shall be subject to the provisions of this Section, notwithstanding any provision to the contrary set forth in the College's Request for Proposals.
- D. In the event of a termination for any reason, all amounts outstanding shall become due and payable to Chartwells immediately upon termination.
- E. Upon the termination or expiration of this Agreement, Chartwells shall, as soon thereafter as is feasible, but in no event later than thirty (30) days after the effective date of termination or expiration of this Agreement, vacate all parts of the Premises occupied by Chartwells, remove its equipment (if applicable) and return the Facilities to College, together with all the equipment furnished by the College pursuant to this Agreement, in the same condition as when originally made available to Chartwells, excepting reasonable wear and tear, fire or other casualty loss.
- F. The termination or expiration of this Agreement shall not affect the rights, privileges, liabilities and/or responsibilities of the Parties as they exist as of the effective date of termination. The Parties shall cooperate fully with each other during the Term of the Agreement and subsequent thereto in order to ascertain and satisfy the liabilities of either Party to the other.
- G. At the termination of this Agreement, if requested by Chartwells and agreed to by the College, College may either purchase directly or cause Chartwells' successor to purchase Chartwells' usable inventory of food and supplies, it being further agreed that if Chartwells maintains an inventory of supplies bearing the logo of the College or a sponsor (as described in Section 11 below), College shall

either purchase directly or cause Chartwells' successor to purchase Chartwells' usable inventory of such logoed supplies. The purchase price for such food and/or supplies shall be at Chartwells' cost.

4. CHARTWELLS RESPONSIBILITIES

A. Pursuant to the provisions of this Agreement, and subject to the provision regarding precedence of documents set forth on the first page of this Agreement, Chartwells shall operate and manage its Services at such locations as agreed upon and maintain its Services consistent with 1) the College's Request for Proposal including the College's written responses to Bidder Submitted Questions; 2) Chartwells' Proposal including Interview Questions Responses Presented by Chartwells dated April 17, 2012 and to the extent it imposes obligations upon Chartwells; 3) any general information provided as part of the proposal and the specifications for food service contained therein unless expressly modified in the agreement, including but not limited to:

GENERAL CONDITIONS
FINANCIAL CONDITIONS
SCOPE OF OPERATIONS
FOOD SPECIFICATIONS
SERVICE STANDARDS
BOARD CONTRACT DINING PROGRAM
COLLEGE FOOD COURT – CASH OPERATION
SUMMER FOOD SERVICE
CATERING/SPECIAL EVENTS
ATHLECTIC EVENTS CONCESSIONS
MARKETING SERVICES
QUALITY ASSURANCE PLAN

B. Codes, Laws and Ordinances

Chartwells is to perform its work in accordance with the respective codes involved or applicable in the location of the College. All operations must conform to all Federal, State and City regulations, laws and ordinances.

C. Non-Discrimination

The College declares and affirms a policy of equal educational and employment opportunities, and non-discrimination in providing its services to the public. Chartwells agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or gender. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training. Chartwells further agrees to insert a similar provision into any subcontract for services allowed under this contract. . In accordance with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended, the Parties hereby incorporate the requirements of 41 C.F.R. §§60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

D. E-Verify/Immigration Language

Chartwells is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

E. Permits and Fees

Chartwells shall bear responsibility to obtain and pay for any and all permits, fees, licenses (including restaurant license) and inspections required by state and local authorities which pertain to this contract.

F. Performance Bond

Chartwells shall furnish a Performance Bond in the amount of one hundred fifty thousand dollars (\$150,000) from a security company authorized to do business in the State of Nebraska. The Bond requirement must be met before the formal contract is executed. At the sole discretion of the College, the Performance Bond may be waived in total or in part during subsequent contract years after the initial year.

G. Personnel, Employment Practices and Staffing

Chartwells shall hire all employees necessary for the performance of this Agreement and shall at all times maintain on duty at the institution an adequate staff of employees for efficient and quality operation. The College shall in no way be financially, legally or otherwise liable for obligations that Chartwells owes its employees. Chartwells shall require all employees to secure, as a condition of employment, the proper medical certification as required by State laws and regulations before working in the food service operations. Chartwells agrees that its employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises that College imposes upon College's employees and agents. With respect to the provisions contained in Sections 3 and 4 of the Inspections provisions on page 25 of the College's Request for Proposals, College may exercise the rights set forth in such sections only to the extent permitted by applicable law and Chartwells' corporate policies. It is further agreed that notwithstanding the provisions contained in the Personnel, Employment Practices and Staffing section contained at pages 31-33 of the College's Request for Proposals, Chartwells shall retain the right to terminate the employment of any employee at any time, and Chartwells' employees shall be free to resign employment at any time, and Chartwells shall not be required to remove any employee if, in Chartwells reasonable opinion, such action would violate applicable employment laws, employment contracts, or collective bargaining agreements. In lieu of the employee bonding requirement set forth in Section 6 of the Personnel, Employment Practices and Staffing section contained at page 31 of College's Request for Proposals, Chartwells may provide employee dishonesty insurance including third party liability coverage, with minimum policy limits of \$5 million.

H. Cleaning and Sanitizing Requirements

Chartwells and Wayne State will collaborate on the cleaning in the dining room. A detailed responsibility summary of Chartwells' cleaning and sanitation responsibilities is set forth in Exhibit A, section O. Cleaning and Sanitation, which is attached hereto and incorporated herein by this reference. A review of this work in partnership will be reevaluated in December 2012.

I. Variety of Menu Items Available Until the Evening Closing Time

All concepts in the Cats Corner will remain open until each day's closing time. The concepts in operation as of the commencement of the term are: Papa John's, Mondos, Grill Nation, Wild Greens, Outtakes and Starbucks. The Parties acknowledge that such concepts are subject to change during the Term of this Agreement upon mutual agreement of both Parties.

J. Board Contract Meal Transferability

Chartwells shall allow for meal transferability to Cats Corner. Once the meal has been transferred, admittance into the main cafeteria for that meal is no longer permitted.

5. COLLEGE'S RESPONSIBILITIES

- A. Pursuant to the provisions of this Agreement, College will provide equipment, facilities, and utilities, at no cost to Chartwells that are reasonably necessary to operate the food service. The College will provide the necessary equipment maintenance for the efficient operation of the food services at no cost to Chartwells consistent with: 1) the College's Request for Proposal including the College's written responses to Bidder Submitted Questions; and to the extent it imposes obligations upon Chartwells 2) any general information provided as part of the proposal and the specifications for food service contained therein unless expressly modified in the Agreement, subject to the provision regarding precedence of documents set forth on the first page of this Agreement.
- B. The College shall keep such equipment and facilities maintained in a safe operating condition such that no Chartwells employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act including, but not limited to, the general duty and the specific duty clauses thereof or any other similar federal, state or local law or regulation. However, if equipment provided by College becomes inoperative, hazardous or inefficient to operate, Chartwells shall have the right to undertake repairs or replacements at the expense of the College if the College fails to do so after having been given a reasonable amount of time to correct the equipment deficiency. Chartwells shall notify College if equipment provided by College becomes inoperative, hazardous or inefficient to operate. College shall permit Chartwells to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. Chartwells agrees that all equipment and items of equipment now or hereafter furnished by the College to Chartwells are the sole property of the College and Chartwells agrees not to change, deface, or remove any symbol or mark of identity upon said equipment or items of equipment furnished by College.

- C. Chartwells and Wayne State will collaborate on the cleaning in the dining room. A detailed responsibility summary of the College's cleaning and sanitation responsibilities is set forth in Exhibit A, section O. Cleaning and Sanitation, which is attached hereto and incorporated herein by this reference. At the end of the fall 2012 semester a review will be conducted to determine if additional cleaning steps are necessary.
- D. College shall provide Chartwells with access to its board plan tracking systems to enable Chartwells to track and reconcile student meal plan participation in the meal plans, as well as actual meal plan and declining balance usage, and to enable Chartwells to generate reports to assess metrics of the Dining Service Program. College shall notify Chartwells in writing of changes to meal plans.
- E. College shall provide Chartwells a listing of all students on each applicable meal plan. College shall notify Chartwells in writing of changes to meal plans on a weekly basis.
- F. A detailed responsibility summary of the Parties' responsibilities is set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. Initial operating hours and additional program requirements are also set forth in Exhibit B.

6. FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A. The financial terms have been negotiated between the Parties upon the condition that College will require all students residing on the campus to participate in a meal plan and that Chartwells will operate its Services at the same points of Service and remain in operation only the hours agreed to when Chartwells begins operations hereunder. If College changes the meal plan participation requirement or desires Chartwells to operate its Services for additional points of Service and/or additional hours, College and Chartwells shall mutually agree on the appropriate financial arrangements for the new level of meal plan participation and additional points of Service and/or additional hours.

The financial and operational terms of this Agreement are also based on conditions in existence on the date Chartwells commences service, including without limitation College's student population; labor costs (including but not limited to benefits and insurance costs); food and supply costs; federal, state and local sales, use and excise tax. In addition, Chartwells has relied on representations regarding existing and future conditions made by College in connection with the negotiation and execution of this Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or failure to fulfill, any representation of College, or in the event the College exercises the Right of Entry described in Sections 2 or 3 of the Rights of Entry Reserved Section contained in page 22 of the College's Request for Proposals, the Parties shall negotiate in good faith to adjust the financial and operational terms on a mutually agreeable basis

to reflect the impact of such change, inaccuracy or breach.

7. INDEMNIFICATION AND INSURANCE

A. Indemnification

To the fullest extent permitted by law, each Party shall indemnify, defend and hold the other harmless from any and all losses, damages or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage or other injury or damage caused by any negligent act or omission of such Party.

The right of a Party (the "Indemnified Party") to indemnification under this Agreement shall be conditioned upon the following: prompt written notice to the Party obligated to provide indemnification (the "Indemnifying Party") of any claim, action or demand for which indemnity is claimed; control of the investigation, preparation, defense and settlement thereof by the Indemnifying Party; and such reasonable cooperation by the Indemnified Party, at the Indemnifying Party's request and expense, in the defense of the claim. The Indemnified Party shall have the right to participate in the defense of a claim with counsel of Indemnifying Party's choice and at its expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld), settle, compromise or consent to the entry of any judgment that imposes any liability upon the Indemnified Party.

The provisions contained in this Section A supersede the indemnification provisions set forth in the College's Request for Proposals.

B. Insurance

Chartwells shall procure, at its own expense, and maintain for the duration of the contract, including any renewals as may be approved, the following insurance coverages under the terms and conditions indicated, it being understood that minimum policy limits may be provided through a combination of primary and excess insurance. The provisions of this Section B supersede the insurance requirements as set forth in the College's Request for Proposals.

<u>Required Insurance Coverage</u>	
<u>Coverage Type</u>	<u>Minimum Limits</u>
Workers' Compensation coverage for claims of damage because of bodily injury, occupational sickness, disease or death	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence
Commercial General Liability including product liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Employee Dishonesty	\$5,000,000 aggregate

Automobile Liability Single Limit including hired and non-owned vehicles; bodily injury and property damage coverage	\$1,000,000 Combined
Excess Liability Coverage	\$6,000,000 aggregate

C. Other Terms and Conditions

1. Chartwells shall provide the College a Certificate of Insurance with the required kinds and limits of coverage issued by an insurance company or companies licensed to do business in the State of Nebraska and signed by an authorized agent.
2. Chartwells shall list the Board of Trustees of Nebraska State Colleges, doing business as Wayne State College, and its officers, agents and employees as an additional insured under the commercial general liability policies for purposes of this contract.
3. Insurance certificates shall be for the initial contract period and shall be extended by Chartwells for each subsequent renewal period of the contract. Chartwells shall advise each insuring company to automatically renew all policies and coverages in force at the start of and resulting from this contract until specified coverage requirements are revised.
4. Policies shall contain a covenant requiring thirty (30) days written notice by the insurer to the College before cancellation, reduction or other modifications of coverage. Such written notice shall be sent to the Vice President for Administration and Finance, Wayne State College, 1111 Main Street, Wayne, Nebraska 68787.
5. In the event of non-renewal, cancellation or expiration of coverages, Chartwells shall provide the College evidence of the new source or sources of required insurance within fourteen (14) calendar days after the College's receipt of the thirty (30) day notice.
6. In the event Chartwells fails to maintain and keep in force the insurance herein required, the College shall have the right to cancel and terminate the contract subject to the provisions of Section 3.B above.
7. College shall obtain and maintain insurance for the Premises, equipment, offices and utilities against risks covered by standard forms of fire, theft and extended coverage in such amounts under such policies as appropriate.
8. All insurance policies and certificates shall contain a waiver of subrogation provision. Each party hereby releases the other from any claim for recovery for any loss or damage to any of its properties which is insured under valid and collectable insurance policies to the extent of any recovery collectable under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.
9. Commercial General Liability includes but is not limited to: consumption or use of products, existence of equipment or machines on location, and contractual obligations to customers.
10. Excess Liability Coverage is coverage above and beyond the amount specified for the general liability, automobile liability, worker's compensation and employer's liability coverages indicated.

11. Each party shall bear the full cost of insurance coverage it is required to maintain under this Agreement.
12. Chartwells will require contractors that it engages to conduct renovation, repair or maintenance activities at the Premises to maintain reasonable insurance coverage at an acceptable level to the College, naming the College as "also insured".

8. TAXES AND ASSESSMENTS

Chartwells shall pay when due all federal, state, local and other governmental taxes or assessments in connection with the operation and performance of the Services, with the exception of sales, gross receipts or similar taxes. The Parties acknowledge that even if the College is tax exempt, the College may be required to collect and remit state sales tax on the sale of food, beverages, meals and/or Services.

Based on relevant statutes, the Parties will determine whether the sales of food and beverages ("Service Transactions") are subject to sales, gross receipts or similar taxes. The Parties will then determine whether the sales, gross receipts or similar tax will be collected by College or Chartwells for remittance to the appropriate state department of revenue. If College is required to collect and remit such sales tax, such responsibility shall not be waived by Chartwells either collecting the tax or accounting for the tax in its operations. If the Parties are unable to resolve any dispute or controversy regarding the taxability of Service Transactions, such dispute or controversy shall be resolved by a ruling of the applicable state department of revenue.

The College shall pay when due all federal, state, local and other governmental use and property taxes or assessments arising in connection with the Premises, Facilities, equipment, offices and utilities. Chartwells shall pay when due all license and permit fees in connection with Services.

9. CONFIDENTIALITY

In the course of providing Services hereunder, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party which includes, but is not limited to, menus, recipes, signage, food service surveys and studies, management guidelines, procedures, operating manuals and software, all of which shall be identified as confidential ("Confidential Information"). To the extent allowed by law, the Parties agree to hold in confidence and not to disclose any Confidential Information during the Term of this Agreement and for two (2) years afterward, except that the Parties may use or disclose Confidential Information: (a) to its employees and affiliates or others to the extent necessary to render any service hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either Party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure, enters the public domain other than by breach of the terms of this Agreement; (d) that is in the possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (e) that is subsequently

received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a government authority. The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party. Each Party's Confidential Information shall remain the exclusive property of the Party and shall be returned to the other Party upon termination or expiration of this Agreement. In the event of any breach of this provision, the Parties shall be entitled to equitable relief, in addition to all other remedies otherwise available to it at law. This provision shall survive the termination or expiration of this Agreement.

In the event College receives a request or notice to produce this Agreement or any amendments hereto, Chartwells' proposal to College, or information provided by Chartwells and marked as confidential, proprietary, or trade secret, College shall (i) assert the confidential nature of the information to be disclosed, (ii) use reasonable efforts to obtain confidential treatment for any information so disclosed, including without limitation cooperating with Chartwells in asserting grounds to seek such confidential treatment, (iii) immediately notify Chartwells in writing of the requirement, order, or request to disclose in advance of such disclosure in order to afford Chartwells the opportunity to determine whether the requested information is protected from disclosure and to assist in the College's efforts to obtain confidential treatment of such Confidential Information and to enable Chartwells to contest disclosure if allowable, (iv) absent a non-appealable final order, decree or judgment of any court or governmental body having competent jurisdiction to the contrary, refrain from releasing Chartwells' information until at least seven (7) business days after the College shall have provided Chartwells with advance written notice of such requirement, order, or request to disclose, so that Chartwells may take reasonable steps to preclude such disclosure, it being specifically understood that such notice must be provided not only upon the College's receipt of a requirement, order, or request to disclose, but also upon the receipt of any appealable order, decree or judgment of any court or governmental body having competent jurisdiction directing the release of such information.

10. INDEPENDENT CONTRACTOR RELATIONSHIP

A. It is mutually understood and agreed that an independent Chartwells relationship is hereby established under the terms and conditions of this Agreement.

B. Employees

It is mutually understood and agreed that employees of Chartwells are not nor shall they be deemed to be employees of College and that employees of College are not nor shall they be deemed to be employees of Chartwells. Chartwells' employees performing any work on the Premises shall be subject to the rules and regulations established by the College as reasonable and necessary for its Premises, the Food Service Facilities, equipment, offices and utilities. Neither Party shall during the Term of this Agreement or for one (1) year thereafter solicit to hire, hire or contract with either Party's employees who manage any Services or

who manage any employee or any other highly compensated employees, or any persons who were so employed by the other Party, whether at the Premises or at any other facility operated by the other Party ("Managerial Employees"), at any time within one (1) year prior to the termination or expiration of this Agreement, nor will the College permit Managerial Employees of Chartwells to be employed on the College's Premises, for a period of one (1) year subsequent to the termination or expiration of this Agreement (unless such employees were formerly employees of the College) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a food service provider ("One-year Non-solicitation"). In the event of any breach of such One-year Non-solicitation, the breaching Party shall pay and the injured Party shall accept an amount equal to twice the annual salary of the relevant employee as liquidated damages/

C. Chartwells Title to Equipment

All equipment installed by Chartwells pursuant to the provisions of this Agreement, with the exception of equipment procured with the Investment described in Exhibit A, is and shall at all times remain the property of Chartwells, with title vested in Chartwells. College shall have no property interest in said equipment. College agrees to permit only employees and agents of Chartwells to move, remove, open or tamper with Chartwells' equipment.

11. SPONSORSHIP

Chartwells and College recognize the value of securing sponsorship relationships for the College. Notwithstanding the foregoing, College will ensure that such sponsorship agreements do not impair the quality of the food and beverage Items served by Chartwells (as compared to comparable items served at other similar venues in which Chartwells or its affiliates provides food and beverage service) or increase the costs for such items (as compared to the Chartwells' pricing for comparable items of similar size and quality). College and Chartwells agree that they will not compromise the quality of the food and beverage Items served in the dining facilities in order to secure a sponsorship. In the event College decides to enter into a sponsorship agreement (or enters into any other relationship) that increases the costs that Chartwells incurs, then College shall fully reimburse Chartwells for such cost increases.

12. PROPRIETARY MARKS

The College acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by or licensed to Chartwells or its affiliated and parent companies (collectively "Marks") are proprietary Marks of Chartwells. The College will not use the Marks for any purpose except as expressly permitted in writing by Chartwells. Upon termination of this Agreement, the College shall discontinue the use and display of any Marks and shall allow Chartwells to remove all goods bearing any Marks.

13. INFORMATION TECHNOLOGY SYSTEMS

In connection with the services being provided hereunder, Chartwells may need to operate certain information technology systems not owned by College ("Non-College Systems"), which may need to interface with or connect to College's networks or information technology systems ("College Systems"). Chartwells shall be responsible for all Non-College Systems, and College shall be solely responsible for College Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Chartwells serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Chartwells will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-College Systems interface with or connect to College Systems and the performance or configuration of those systems does not meet Chartwells specifications, then College agrees to provide forthwith upon request from Chartwells, at College's expense:

- use of one (1) pair of fiber optic cable (single mode or multi mode depending on the building in question, up to 5 units of standard 19" telco rack space, 120V 15AMP power and intra building Category 5+ rated cable infrastructure in each building served by Chartwells facilities
- use of up to 5 units of standard 19" telco rack space and 120V 15AMP power in the central campus data distribution closet
- use of one (1) pair of single mode fiber optic cable between the distribution closet and the College data center, up to 5 units of standard 19" telco rack space, 120V 15AMP power in the College data center and access to the telecommunication provider ingress point in said data center through which Chartwells can contract for internet services at it's own expense.

Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable lawyer's fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this section.

14. EXCUSED PERFORMANCE

In the event that performance of any terms or provisions hereof (other than obligations to make payments that have become due and payable pursuant to this Agreement) 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 riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, epidemic, pandemic, or any other reason whatsoever which is not within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence said Party is unable to prevent, the Party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues and may extend the Term of this Agreement for the period of such suspension of the performance of duties hereunder.

15. ASSIGNMENT

Neither Chartwells nor College may assign or transfer this Agreement, or any part thereof, without the written consent of the other Party.

16. ENTIRE AGREEMENT AND WAIVER

This Agreement, together with 1) the College's Request for Proposal including the College's written responses to Bidder Submitted Questions; 2) Chartwells' Proposal including Interview Questions Responses Presented by Chartwells dated April 17, 2012 and to the extent it imposes obligations upon Chartwells; 3) any general information provided as part of the proposal constitutes the entire Agreement between the Parties with respect to the provision of Chartwells' Services and supersedes all other written or oral understandings or agreements between the Parties with respect to the provision of Chartwells' Services on the Premises. In the event any of the provisions contained in this body Agreement or its annexed exhibits conflicts with the terms of the RFP or any other incorporated document, the provisions set forth in the body of this Agreement or annexed exhibits shall control. No variation or modification of this Agreement or attached Exhibits and no waiver of their provisions shall be valid unless in writing and signed by the duly authorized officers of Chartwells and College.

17. SEVERABILITY

Each term and condition, article, paragraph and subparagraph of this Agreement and any portion thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to or in conflict with any applicable present or future law, rule or regulation in a final ruling issued by any court, agency or tribunal with valid jurisdiction, that ruling will not impair the operation of or have any other effect upon any other portions of this Agreement; all of which will remain binding on the Parties and continue to be given full force and effect.

18. NOTICES

Any notice or communication required or permitted to be given hereunder shall be in writing and delivered personally, by overnight courier, by facsimile or by United States certified mail, postage prepaid with return receipt requested, addressed to the Parties as follows or to such other persons or places as either of the Parties may hereafter designate in writing. Such notice shall be effective when received or on the date of personal or courier delivery or on the day of deposit in the United States mail as provided above, whichever is earlier. Rejection or other refusal to accept such notice shall not affect the validity or effectiveness of the notice given.

To College: Wayne State College
Attention: Jean Dale, Vice President for Administration and Finance
1111 North Main Street
Wayne, Nebraska 68787
Facsimile No. (402) 375-7204

To Chartwells: Compass Group USA, Inc. d/b/a Chartwells
Attention: Mr. Steven M. Sweeney, President and CEO
3 International Drive
Rye Brook, New York 10573
Facsimile No. (914) 935-5553

with a copy to: Compass Group USA, Inc.
Attention: General Counsel
2400 Yorkmont Road
Charlotte, North Carolina 28217
Facsimile No. (704) 329-4010

19. GOVERNING LAW


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

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

Wayne State College

Compass Group USA, Inc. by and through its Chartwells Division


By: 
Curt Frye
President

By: 
Steven M. Sweeney
President & CEO

Date: 12-17-12

Date: 12/14/12

Nebraska State College System

By: 
Stan Carpenter
Chancellor, Chief Executive Officer

Date: 12.21.12

EXHIBIT A**FINANCIAL ARRANGEMENTS****A. Profit and Loss with Profit Split Basis**

Chartwells will operate the Food Service Program on a profit and loss with profit split basis, upon the terms described in paragraph (b) below.

(a) If in any year, determined on the basis of Chartwells' fiscal calendar ("Contract Fiscal Year"), the Services generate Annual Profit in excess of two percent (2%) of Gross Sales (the "Chartwells Retention"), Chartwells will pay to College an amount equal to fifty percent (50%) of the Annual Profit in excess of the Chartwells Retention, and shall retain an amount equal to fifty percent (50%) of the Annual Profit in excess of the Chartwells Retention. "Annual Profit" will be calculated on an accrual basis on the Contract Fiscal Year, and will be equal to the excess, if any, of Gross Sales during the applicable fiscal period over the sum of (a) Costs of Business; (b) amortization of the Investments described below; and (c) the cumulative operating deficit, if any, from prior Contract Fiscal Years during the Term. "Gross Sales" means all revenues received from Services, whether paid for with cash or credit.

(b) Chartwells' Costs of Business. "Costs of Business" will be calculated on an accrual basis and will be equal to the sum of the following costs incurred or accrued by Chartwells:

(i) a General and Administrative expense equal to 5.5% of Gross Receipts;

(ii) The costs of all Chartwells labor performing services with respect to this Agreement, either on a full time or part time basis, including but not limited to wages for (including overtime), salaries, vacation pay, holiday pay, Workers' Compensation Insurance premiums or costs, unemployment insurance, F.I.C.A., group insurance premiums, payroll taxes, severance pay, travel expenses concerning this Agreement, regular health examination cost, pension cost, salary personnel Thrift Plan cost, employee meals, approved bonuses, sick pay, benefits and related costs and other similar costs; and

(iii) The costs of all products, merchandise, materials, and supplies incurred with respect to this Agreement; and

(iv) The costs of all other operating expenses, including but not limited to such operating expenses as commissions, pre-opening expenses; amortization of the Investments; donations, scholarships, and in-kind support, access fees, equipment repair and maintenance fund, equipment replacement fund, vehicle expense; computer lease; computer access charges; cellular and long distance telephone; VPN corporate access charge; e-mail account charge; sales promotion, training charges; merchandising charges; expendable equipment; taxes; insurance; licenses; permits; parts and equipment and maintenance and rental thereof; utilities; rent; special security costs; and other similar cash losses or disappearances incurred by Chartwells on the College's premises not caused by the negligence of Chartwells

employees or agents.

B. Meal Plans, Casual Meal Rates and Conference Rates

The number of Board plan days per month and for the total academic year will be decided upon prior to the beginning of the academic year. If there is a reduction in the number of Board days, Chartwells will be allowed to increase the daily rates to cover its fixed operating costs. College shall pay Chartwells the following daily reimbursements for each meal plan participant.

Academic year: 2012 – 2013	
Board Plan Rates	Per Meal
19-meal plan+ \$100 flex & transfer	\$2.73
15-meal plan+ \$135 flex dollars & transfer	\$3.67
10-meal plan+ \$165 flex dollars & transfer	\$5.48
5-meal plan + \$50 flex dollars	\$6.29
3-meal plan + \$225 flex dollars	\$10.48

College shall pay Chartwells the following reimbursements for casual meal sales (which are subject to commissions as provided herein):

Casual Meal Rates 2012-2013

Breakfast	\$5.00
Continental Breakfast	\$4.75
Lunch/Brunch	\$6.70
Evening Dinner	\$7.45
Special Dinner	\$8.50

College shall pay Chartwells the following reimbursements for conference meal sales:

<u>Summer Conference Per Meal Rate 2012-2013</u>	\$6.51
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C. Payments

1. At or about the beginning of each semester, the College shall provide Chartwells a list of persons entitled to participate in one of the Board Contract Dining Program meal plan options. The list shall indicate the option chosen by each person. The College shall from time to time advise Chartwells of any changes in the list.
2. Chartwells shall submit to the College a monthly invoice for the Board Contract

Dining Program. The invoice shall be itemized by week based upon the number of board contract students reported by the College for each meal plan option for each week, which shall be multiplied by the number of meals offered each week and the applicable per meal rate as established by the contract. The College shall pay such invoices in accordance with the Nebraska Prompt Payment Act.

3. Chartwells shall submit to the College a report listing the catering and casual meals sold to various College divisions or offices, to be payable monthly by the College.
4. Chartwells shall submit to the College a report listing the Gross Receipts for casual meals, catering, Food Court sales, Coffee Bar/C-Store, concession sales, and all other commissionable sales. The total amount shall be multiplied by the commission rate established in the contract to determine the monthly commission due.
5. Chartwells shall send to the College by the 20th day following the end of each month a check for the amount of commissions earned in the previous month.
6. Within ninety (90) days of the end of each contract accounting year, Chartwells shall send to the College a check for the full amount of any share of Annual Profits which may be due the College under the contract.

D. Adjustment of Board Contract Pricing

The Board Contract Dining Program contract rates established for each contract year shall remain in effect for the entire contract year. When there is an emergency situation, temporary price adjustment requests for retail or non-contract services will be considered for those items where dramatic cost differential exists. Mid-year price changes for contract board services will not be considered.

Rates may be reviewed annually should Chartwells wish to propose adjustments to the rates. Proposed rate adjustments must be provided to the College by February 1 of the contract year prior to the year in which the proposed rate adjustments are to take effect. The College reserves the right to review and approve all proposed price increases.

Board rates and prices for other Products and Services will be adjusted annually in an amount to be negotiated, taking into account population, hours of operation, other conditions, labor costs (including but not limited to benefits and insurance costs), product costs, fuel costs, federal, state and local tax structure, any change in federal, state or local law including regulatory or legislative mandates, any other levy or tax that impacts Chartwells' services, and variances between operating conditions as described by College prior to execution of this Agreement and actual operating conditions during the Term, including without limitation student population, maintenance expenses and utility costs. . Changes in board rates and prices negotiated hereunder will take into account the CPI/Wage Adjustment, described below. The "CPI/Wage Adjustment" means an adjustment to rates and prices based on (1) the increase over the prior year in labor cost (wages and benefits), operations at the Premises ("Labor Adjustment") and (2) the increase

over the prior year in the "Consumer Price Index, U.S. All Urban Consumers Food and Beverage (CPI), published by the United States Department of Labor, Bureau of Labor Statistics, measured for the twelve month period ending April 30. This adjustment will be accomplished by applying the Labor Adjustment percentage to the portion of Chartwells' operating costs related to labor, and the CPI to the remaining portion of Chartwells' operating costs. It is further agreed that with respect to national brands, pricing will be competitive with prices available in the community outside College's campus, and price adjustments to such items may be permitted during the academic year.

E. Unused Meal Plan Dollars

Any meal plan dollars left over at the end of an academic year will not be credited to the student, but will be credited to Chartwells.

F. Commissions

Chartwells shall pay commissions to the College on the services set forth in this paragraph on a monthly basis in the following percentages:

Commissions (based on Net Receipts)

Cat Cash Sales	15%
Casual Meals	15%
Food Court	15%
Catering	15%
External Catering	15%
Concessions	15%
Coffee Bar/CStore	15%
Papa John's Pizza	15%

Commissions are not calculated on Board Flex Dollar Sales or meal plan equivalent transfer values.

"Net Receipts" shall mean all moneys received for sales or Services rendered at or from the Premises, excluding: (1) receipts from sales of meals to employees of Chartwells; (2) any service charge made, collected and turned over to employees; (3) the proceeds of the sale of any fixtures or equipment; (4) proceeds from the sale or liquidation of any inventory which is not sold at retail; (5) any commission or processing fee paid in connection with sales by credit or bank cards; and (6) sales, gross receipts and other taxes collected by Chartwells or any other vendor as required by governmental authorities.

G. Investment

Chartwells will fund a longevity bonus to be used at the discretion of the College along with specific capital improvements to College Premises to facilitate the performance of dining service, in a total sum of Two Million Forty-two Thousand Five Hundred (\$2,042,500) Dollars (collectively, "Investment"). The scope and specifications for capital improvements shall be mutually agreed in writing by

the Parties prior to the disbursement of any Investment funds. The Investment shall be payable in accordance with the disbursement schedule agreed in writing by the Parties and shall not exceed an aggregate of Two Million Forty-two Thousand Five Hundred (\$2,042,500) Dollars.

The allocation of Investment funds and amortization schedule, which will be calculated on a straight line basis, shall be as set forth in the following table:

Description	Amount	Amortization Period
Longevity Bonus	\$250,000	Oct. 2012 to June 2019
Dining Hall Servery Improvements	\$695,500	Oct. 2012 to June 2019
Cats Corner Improvements	\$631,000	Oct. 2012 to June 2019
Conn Library Improvements	\$366,000	Oct. 2013 to June 2019
Refresh Renovations	\$100,000	Oct 2015 to 2019

College shall hold title to items funded by the Investment. If the Agreement is terminated for any reason prior to the full amortization of the Investment, College is liable for and promises to pay to Chartwells, or to cause the successor food service contractor to pay to Chartwells, the unamortized portion of the Investment immediately upon termination. In the event the Agreement expires or is terminated before any disbursements are scheduled to be made, Chartwells will not advance such additional disbursements.

Should Chartwells be requested to utilize the services of its planning department to design a food service facility for the College, Chartwells will be allowed to bill for the services of this department or build the cost of the planning into the cost of Chartwells' Investment. The services rendered will be billed at prevailing rates.

Schedule and Time Period(s) for Proposed Facility Improvements

Due to the College's planned renovations of the Conn Library, Chartwells' renovations of the Jitters Café offer will be delayed. The timeline has yet to be determined, but could be as early as the summer of 2013 or as late as the summer of 2015. In the meantime, the current Jitters Café will continue with its current offering.

H. Future Investments

Future funding by Chartwells for enhancements to the Premises, construction, etc. may be generated by incorporating the amounts necessary to complete such projects into the primary daily rates. These additional special project amounts may be added to Chartwells' annual board rate increases for that year resulting in new primary board

rates, due to inflation or other operational factors.

I. Credit Terms

All amounts due to Chartwells shall be paid, in accordance with the Nebraska Prompt Payment Act

J. Advance Payment

College shall provide to Chartwells an advance payment ("Advance Payment") equal to one month's board amount. Chartwells shall bill the College for the Advance Payment at the beginning of each semester. The Advance Payment shall be paid to Chartwells, in accordance with the Nebraska Prompt Payment Act Chartwells shall deduct the Advance Payment from the final invoice at the end of the Term and provide the College with a statement of reconciliation.

K. Catering

Chartwells shall provide catering services to College on and off Premises as requested. Financial arrangements shall be negotiated by the Parties on an event-by-event basis. Chartwells shall invoice College for the catering services and College shall pay said invoice within ten (10) days of receipt. Catering performed for a third party shall require a fifty percent (50%) deposit upon booking with the remaining fifty percent (50%) due the day of the event.

College will indemnify Chartwells for any loss or damages arising out of a third party caterer's use of Food Service equipment or Facilities. All Facilities and equipment used by a third party caterer shall be returned to Chartwells in the original condition in which it was found so as not to unreasonably interfere with Chartwells' performance under this Agreement.

L. Payroll - T & B Rates

A flat charge of 35% percent of gross payroll will be charged to cover payroll taxes and employee benefit costs. Such costs include medical plans, life insurance, FICA, FUI, SUI, Workers' Compensation insurance, state disability insurance, 401(k) and payroll and benefit plan preparation and processing. This rate may change as benefit, tax and other associated costs change.

M. Volume Allowances/Discounts

College accepts that Chartwells or its parent company, Compass Group USA, Inc. ("Compass") may receive volume, trade or cash discounts for items purchased as part of doing business at College and that those discounts will accrue to Chartwells and/or Compass and will not be credited back to College. College understands that certain charges reflected on the Profit and Loss statement are based on a portion of overall company expenses. The last sentence of Section 4 of the General Food Specifications

Conditions contained in page 41 of the College's Request for Proposal is expressly superseded by this provision.

N. Termination

In the event of a termination for any reason, all amounts outstanding shall become due and payable to Chartwells. in accordance with the Nebraska Prompt Payment Act

O. Cleaning and Sanitation

In the event College reasonably concludes that additional efforts are needed to clean the Dining Room in excess of Chartwells' normal cleaning, Chartwells may perform additional cleaning, or engage contractors to perform such cleaning, and Chartwells will fund College's actual costs therefore, up to a maximum of Five Thousand (\$5,000) annually.

Chartwells Cleaning and Sanitizing Requirements

Chartwells and Wayne State will collaborate on cleaning. At the end of the fall 2012 semester a review will be conducted to determine if additional cleaning steps are necessary. Chartwells is responsible for providing their employees with appropriate equipment and supplies.

Chartwells will be responsible for the following daily and periodic cleaning in the upper cafeteria dining area:

- 1) vacuuming carpet following each meal with a commercial grade vacuum;
- 2) cleaning table tops;
- 3) emptying trash;
- 4) wiping down walls;
- 5) cleaning the floor in the serverly, including minor spills;
- 6) cleaning exhaust hoods below ceiling level only.
- 7) all other cleaning in the serverly except as noted in College Responsibilities, section A.

Chartwells will be responsible for the following cleaning during hours of operation in the lower food court area:

- 1) all cleaning inside the entrance to the serving area except as noted in College Responsibilities, section A.;
- 2) cleaning table tops and minor spills;
- 3) emptying trash;
- 4) wiping down walls and counter tops;
- 5) cleaning exhaust hoods below ceiling level only.

Chartwells will be responsible for the following daily cleaning during hours of operation in the coffee shop area:

- 1) all cleaning inside the entrance to the serving area except as noted in College Responsibilities, section A.;
- 2) cleaning tables and chairs immediately outside the serving area;
- 3) emptying trash;
- 4) wiping down walls and counter tops.

Chartwells will be responsible for the following daily cleaning in the Rice and Stadium concessions areas:

- 1) cleaning counter tops;
- 2) emptying trash;
- 3) wiping down walls;
- 4) cleaning floors.

College Cleaning and Sanitizing Requirements

Chartwells and Wayne State will collaborate on cleaning. At the end of the fall 2012 semester a review will be conducted to determine if additional cleaning steps are necessary. College is responsible for providing their employees with appropriate equipment and supplies.

College will be responsible for the following daily and periodic cleaning in the upper cafeteria dining area:

- 1) Cleaning of entry way doors and windows to dining room;
- 2) Twice daily cleaning of tile outside the servery gates with auto scrubber;
- 3) Spot cleaning as needed on carpet for stains and spills;
- 4) clean walls, and windows and electric light fixtures in dining area bi weekly;
- 5) deep clean carpets, tile, windows, and fixtures once per semester
- 6) any areas adjacent to stands or carts used for Chartwells' Services
- 7) clean exhaust hoods above ceiling level

College will be responsible for the following daily and periodic cleaning in the lower food court area:

- 1) twice daily cleaning of floor outside the servery gates;
- 2) vacuuming carpet as needed and spot cleaning for stains and spills;
- 3) clean walls, and windows and electric light fixtures in dining area bi weekly;
- 4) deep clean carpets, tile, windows, and fixtures once per semester
- 5) any areas adjacent to stands or carts used for Chartwells' Services
- 6) clean exhaust hoods above ceiling level

EXHIBIT B**DINING PROGRAM PROVISIONS****Serving Hours**

The Main Cafeteria shall be open for the Board Contract Dining Program in accordance with the following minimum schedule. Serving hours may be adjusted with the agreement of the College.

Monday – Friday

Breakfast	7:15 a.m. to 9:20 a.m.
Continental Breakfast	9:20 a.m. to 10:00 a.m.
Lunch	10:45 a.m. to 1:30 p.m.
Evening Dinner: Mon-Thu	5:00 p.m. to 7:30 p.m.
Evening Dinner: Friday	5:00 pm to 6:30 p.m.

Saturday

Brunch	11:30 a.m. - 1:00 p.m.
Evening Dinner	5:30 p.m. - 7:00 p.m.

Sunday

Brunch	11:00 a.m. - 1:00 p.m.
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The Cats Corner Lower Food Court shall be open with the following minimum schedule.

Monday - Thursday	7:15 a.m. to 9:00 p.m.
Friday	7:15 a.m. to 4:00 p.m.
Saturday	closed
Sunday	5:00 p.m. to 9:00 p.m.

The Jitters coffee shop/C-store in the library shall be open with the following minimum schedule.

Monday - Thursday	8:30 a.m. to 10:00 p.m.
Friday	8:30 a.m. to 4:00 p.m.
Saturday & Sunday	closed

Board Contract Meal Transferability Rates

Transfer equivalent hours and rates for 2012-2013:

Monday – Friday (Breakfast)	7:30 a.m. to 10:30 a.m.	\$3.95
Monday – Friday (Lunch)	10:30 p.m. to 4:00 p.m.	\$6.25
Monday – Thursday (Dinner)	4:00 p.m. to 9:00 p.m.	\$6.25
Sunday (Dinner)	5:00 p.m. to 9:00 p.m.	\$6.25

SPECIAL PROGRAM PROVISIONS

Chartwells will provide the following as part of the contract requirements and at no cost to the College, it being understood that the expense of such items shall be treated as Costs of Business.

1. Courtesy meal passes, valid for use at any of the contract locations, valued at up to \$5,000 in total, to be distributed by the College President to designated College staff for the purpose of evaluating the program. It is agreed that these passes shall not be transferable.
1. Meals for Orientation, Fall Break, Courtesy meal Plans and RA Debit Cash based on the following days, meals, meal counts, or dollar amounts.

Athletics:

- 155 athletes for 11 days prior to fall semester
- 155 athletes for 9 meals during fall break

Band:

- 70 students for 4 days prior to fall semester
- 40 students for 5 days prior to fall semester

Orientation:

- 75 student ambassadors for 5 days
- 10 peer drama volunteers for 4 days
- 60 volunteers for 2 meals
- 650 freshmen for 6 meals
- New Beginnings Buffet for all freshmen, ambassadors and peer drama volunteers

Residence Life:

- 51 residence life staff for 10 days prior to fall semester
- 51 residence life staff for 4 days prior to spring semester
- 50 10-, 15- or 19- meal plans + flex and transfer during the fall and spring semesters
- 2 5-meal plans during the fall and spring semesters

2. Any services required by the Office of the President to promote Wayne State College and its students, including official receptions, dinners, supplies and other services as requested. The cost of such services shall be at the general rates established for catering and special events and shall accumulate but not be billed to the College up to an amount of \$35,000 each contract year or other limit as the Contractor may propose. Services which exceed the established limit shall be billed to the Office of the President near the end of the contract year, and the Office of the President will arrange for payment to bring the account into balance.

Unused credit expires at the end of each academic year.

3. Preferential, no profit pricing to the College for College-sponsored special events as approved by the President, the Vice President for Administration and Finance or the Vice President for Student Services. Where such preferential pricing is provided, the payment of commissions shall not be required.
4. A Welcome Picnic or its equivalent as mutually agreed to by the College and Chartwells for all students and invited College personnel for the evening dinner on a day during the opening week of each fall term as selected by the College. Menu for the Welcome Picnic shall be agreed upon by the Vice President for Student Services and Chartwells. It is understood that the quality of the picnic shall be comparable to an event sponsored by the Office of the President.
5. Pre-game meals for all athletic events for Board Contract Dining Program student athletes at no additional charge. Non-boarding student athletes or Athletics Department personnel may participate as well, with the Athletic program charged for all non-board participants in accordance with the established casual meal rates. Chartwells may charge an additional amount for special menus which exceed the normal menu format for the Board Contract Dining Program with the agreement of the Athletic Director.
6. Home team food service privileges to visiting athletic teams or other College teams/organizations whose College or University is served by the Contractor. Likewise, College teams/organizations shall be provided home team food service privileges when they are visiting other colleges or universities served by the Contractor. Arrangements for such service shall be made in advance.
7. The following special services during the final exam week of each academic semester. Menus for these events shall be approved by the Vice President for Student Services or his/her designee and shall meet or exceed the minimums indicated below.
 - A "Midnight Breakfast" shall be served from 10:00 p.m. to midnight on a night during final exam week as selected by the Vice President for Student Services. Board Contract Dining Program students shall be able to participate in the Midnight Breakfast at no additional cost and shall not be required to use one of their weekly meal entitlements.
 - Study break refreshments shall be provided during one time period during final exam week of each academic semester as selected by the Vice President for Student Services. Refreshments shall consist of items such as donuts, cookies, rolls and various beverages.

EXHIBIT B**RESPONSIBILITY SUMMARY****CHARTWELLS****COLLEGE****SECTION 1. FOOD**

Food Purchasing	X
Processing of Invoices	X
Payment of Invoices	X

SECTION 2. NON-MANAGEMENT LABOR

Payment of regular full-time salaries	X
Payment of student (part-time) salaries (if through the College's Work Study Program)	X
Payment of sick leave pay earned after Chartwells starts services	X
Payment of holiday pay	X
Payroll taxes	X
Fringe benefits and insurance	X
Preparation of payroll	X
Processing of payroll	X
Training and development cost	X

SECTION 3. MANAGEMENT

Salaries	X
Taxes, fringe benefits and insurance	X
District and regional management costs	X
Management relocation	X

SECTION 4. ADDITIONAL ITEMS

Telephone local		X
Telephone long distance	X	
Removal of trash and garbage from kitchen	X	
Payment for the removal of trash and garbage from Premises		X
Depreciation of equipment and investment	X	
Replacement of china, glass, flatware		X
Initial inventory of dishes, silverware, and other foodservice equipment		X
Replacements of expendable equipment (pots, pans, etc.)		X
Repair to infrastructure (vents to outside, gas line)		X
Cost of repairing equipment	X	X
Fire insurance		X
Products and public liability insurance	X	
Gas and electric utilities metered to foodservice		X

SECTION 5. SUPPLIES

Detergent	X
Paper supplies	X
Postage	X
Taxes/licenses	X
Pest control	X
Laundry	X
Uniforms	X
Menu paper	X

SECTION 6. SALES AND USE TAX

Sales & Use Tax on cash sales and purchases from

Service vendor	X
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Sales & Use Tax on Board Plan and declining balance	X
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SECTION 7. CLEANING

Equipment and hoods within arm's reach	X	
Vent from hoods to outside	X	
Heavy Carpet Cleaning	X	
Walls	X	X
Ceilings and fans		X
Light Fixtures		X

Tables and Chairs	X	
Locker Rooms (foodservice associates)	X	
Public Restrooms		X

SECTION 8. SERVICES

Bussing of dishes from tables in cafeteria, i.e.,

Self-bussing	X
Banking receipts	X