

SERVICE CONTRACT

This Service Contract ("Contract") is hereby entered into on this 17th day of January, 2018, between the Nebraska Game and Parks Commission ("Commission") and Brian Cadwallader dba Scratch Hospitality Management Inc. ("Contractor") for the providing food, catering and beverage services within and from the Peter Kiewit Lodge Restaurant ("Restaurant") located at Eugene T. Mahoney State Park ("Park") 28500 W Park Hwy, Ashland, NE 68003-3508 for guests or customers visiting the Park or conducting prescheduled events or meetings at the Park.

A. PRELIMINARY ORGANIZATION AND LINCESURE

The Commission is not obligated to provide any part of the annual fee or marketing fee, as described in Section B, unless and until the Contractor meets the obligations listed in this section of the Contract. In the event that the Contractor fails to meet the obligations listed in this section of the Contract, the Commission shall not be responsible to reimburse the Contractor for obligations incurred for supplies or other expenses associated with the Contractor's preparation for its obligations found in this Contract.

The Contractor shall provide, prior to beginning operations of the food and beverage service as described in Section C of this Contract, and prior to exercising any privileges found in this Contract:

1. Proof of insurance coverage required in Section U;
2. Proof that the Contractor has complied with Section T and is authorized to transact business in the State of Nebraska, including but not limited to written verification of the business name and tax id number or documentation of sole proprietorship if applicable.

Within one hundred twenty (120) calendar days from the date this contract is initiated, the Contractor must provide Proof that the Contractor has complied with Section J and obtained a Nebraska Liquor License.

B. CONSIDERATION

1. An annual fee, not to exceed, **\$175,000.00** may be assessed by the Contractor for food and beverage service in accordance with this Contract. All revenue generated in conjunction with, and specified by, this Contract will remain with the Contractor, and the Contractor shall be responsible for all reporting and record keeping of revenue.
2. An annual marketing fee, not to exceed **\$25,000.00** may be assessed by the Contractor for pre-approved marketing and advertising for the food and beverage service and catering provided pursuant to this Contract. The marketing and advertising fee will be reviewed annually to determine continued efforts. All marketing and advertising must comply with Section L of this Contract. The Contractor shall submit an invoice of the marketing and advertising as a part of monthly reporting. If the full value of the marketing fee is not realized in each year of the contract the final payment will be reduced accordingly.
3. Quarterly payments will be made to the Contractor via State of Nebraska established accounts payable processes. Quarterly payments will be in equal amounts of \$50,000 with the first payment being issued upon final signature and approval of the Contract by the State. Remaining

quarterly payments will be initiated upon receipt of an invoice for services rendered in the preceding quarterly period; the invoice will be due by the 10th of the month following the most recently completed quarter. The final quarterly payment may be reduced as outlined in this section B (2).

4. All invoices for the annual fee or marketing fee must be submitted to :

Nebraska Game and Parks Commission
Parks Division
P.O. Box 30370
Lincoln, NE 68503-0370

The payment process may take up to 45 days.

C. TERM OF CONTRACT

This Contract will begin January 22, 2018, and end on January 21, 2021. Scheduled food and beverage services will continue through the close of business on January 31, 2021. The Contractor will conduct final inventory with the Commission and vacate the premises within thirty (30) days following the final day of food and beverage service.

D. DEFINITIONS

1. **Alcohol** means the product of distillation of any fermented liquid, whether rectified or diluted, whatever the origin thereof, and includes synthetic ethyl alcohol and alcohol processed or sold in a gaseous form. Alcohol does not include denatured alcohol or wood alcohol.
2. **Alcoholic beverage** means alcohol, spirits, wine, beer, and any liquid or solid, patented or not, containing alcohol, spirits, wine, or beer and capable of being consumed as a beverage by a human being. Alcoholic liquor also includes confections or candy that contains more than one-half of one percent alcohol
3. **Beverage** means a drinkable liquid;
4. **Bar** means that area depicted on Exhibit A, Page 1 as Bar and used for the serving alcoholic beverages.
5. **Beverage Service** means the ordering, receiving, storing, preparation, cooking, and serving of beverages;
6. **Capital equipment** means items of considerable value and durability, other than real estate or software that are used to provide a service or to make, market, keep or transport products.
7. **Catered events** means an event for which the organizing party elects for the Contractor to provide food and beverage services either inside or outside of the restaurant, but within the Park or Platte River State Park.

8. **Catering services** means food and beverage service, including alcoholic beverage service, for catered events.
9. **Cleaning supplies** means soaps, detergents, and other items necessary to clean.
10. **Cleaning equipment** means mops, mop heads, broom, towels, clothes, dustpans and other items necessary to clean.
11. **Commission** means the Nebraska Game and Parks Commission.
12. **Commission Owned Property** means all real and personal property, including but limited to fixtures and trade fixtures, owned by or leased to the Commission.
13. **Commission Representative**
14. **Contractor** means Brian Cadwallader dba Scratch Hospitality Management Inc.
15. **Dining room** means that area depicted in Exhibit A, page 1 and used by customers to consume food and beverages.
16. **Dry storage** that area depicted on Exhibit A, Page 1 as dry storage.
17. **Expendable equipment** means a component or part (such as silverware, plates, and cups) for which (1) no authorized repair procedure exists, and/or (2) the cost of repair would exceed cost of its replacement. Expendable items are usually considered to be consumed when issued and are not recorded as returnable inventory.
18. **Food** means material consisting essentially of protein, carbohydrate, and fat used in the body of an organism to sustain growth, repair, and vital processes and to furnish energy; also: such food together with supplementary substances (such as minerals, vitamins, and condiments).
19. **Food and beverage service** means the ordering, receiving, storing, preparation, cooking, and serving of food and beverages.
20. **Food service** means the ordering, receiving, storing, preparation, cooking, and serving of food.
21. **Group Event** means business meetings, conferences, family events, celebrations, or other gatherings occurring at the Park or Platte River State Park for which the sponsoring entity or individual has contracted with the Commission through the Group Functions Department for services or amenities.
22. **Group Functions Department** means the staff of the Park and Platte River State Park authorized by the park superintendents to administer the use of the Commission's facilities for group events.
23. **Inventory** if used as a noun means a complete list of property, goods in stock, or contents of a location; if used as a verb inventory means to make a complete list.
24. **Kitchen** means that area depicted on Exhibit A, Page 1 as the Kitchen.

25. **Meal voucher** means certificates created by the Commission and provided to sponsors of group events that may be redeemed for a predetermine meal or dollar value of food or beverages.
26. **Mobile vending** means the distribution of food or beverages from a non-fixed location, including but not limited to distribution of food or beverages from a motor vehicle, cart, or wheeled equipment.
27. **Park** means Eugene T. Mahoney State Park.
28. **Restaurant** means that area depicted in Exhibit A and any outdoor food or beverage service areas.
29. **Special events** means an event occurring at the Park or Platte River State Park that is created, organized, or authorized by the Commission for unique occasion, holiday, celebration or public education.
30. **State** means the State of Nebraska or an agency of it.

E. CONTRACT PURPOSE

The purpose of this Contract is to secure food and beverage services from the Contractor and award the Contractor the right to use and occupy the Restaurant at the Park rent free.

F. REPORTING AND ADMINISTRATION

1. Quarterly Review and Special meetings – The Commission and Contractor shall meet at least quarterly to formally review service, pricing, and other operational issues, or sooner as deemed necessary.
2. The Contractor shall provide the following reports on a monthly basis:
 - a. Guest count and number of meals served;
 - b. Customer Comment Cards or similar documents;
 - c. Copies of Food Safety and Sanitation inspections or related inspections, food temperature logs and related documents;
 - d. Equipment concerns and replacement needs; and
 - e. Income and Expense reports which include income and expense for services rendered as described in Section F (2) of this Contract, submitted by the 10th day of the month following with Gross and Net Sales broken down as follows:
 - i. Dining Room
 - ii. Catering Sales
 - iii. Alcohol & Bar Sales
 - iv. Tax and non-tax sales.
3. Additional reports may be requested by the Commission.
4. All documents submitted to the Commission or the Commission's representative shall be considered as public documents.

5. The Contractor shall also maintain public records consistent with public record laws.
6. The Commission may request additional monthly reports or operational reports to comply with information requests.
7. The Contractor shall assign staff to attend weekly coordination/communication meetings with designated Commission staff for the purpose of identifying maintenance needs, developing cooperative marketing campaigns, discussing catered events details, planning special events, etc.

G. FOOD AND BEVERAGE SERVICES

1. As part of the Contractor's obligations to provide food and beverage service under this Contract, the Contractor shall:
 - a. Employ, train, supervise, and manage sufficient staff to provide food and beverage services efficiently during the hours, at the locations, and for the events as described herein;
 - b. Assign a resident food service director/manager for the food service;
 - c. Provide and sell breakfast, lunch, and evening meals and related beverages in the restaurant for Park visitors during the of operating hours, depicted in Central Time, as follows:
 - i. Fridays and Saturdays: 7:30 am – 9:00 pm;
 - ii. Sundays: 7:30 am – 6:00 pm;
 - iii. Monday, Tuesday, Wednesday, Thursday, except for holidays;
 - iv. Apr 1 – Sept 30: 8:00 am – 8:00 pm;
 - v. Oct 1 – Mar 31: 8:00 am – 7:00 pm;
 - vi. Holidays: 7:30 am – 3:00 pm.

An adjustment to these hours will be reviewed on April 1 and October 1 of each year;

- d. Provide and sell catering services for catered events, special events, conferences, and business meetings occurring at the Park. Such events generally occur between 8:00 am and 10:00 pm, but may occur at different times upon written approval by the Commission. All food and beverage services occurring on Commission owned or operated property MUST comport with applicable laws, rules, regulations concerning the same; and
 - e. Be a vendor for catered events at Platte River State Park relevant to the ongoing combined efforts of both park's group meeting and conference booking efforts.
2. Any permanent changes to the schedule established in Section G (1) (c) (i-vi) of this Agreement must be accomplished in accordance with the provisions establishing the modification of this Agreement found herein. Any temporary change in schedule may be approved in writing by the Commission without amending or modifying this Agreement. A permanent change to the schedule is a change to hours of service that effect the time periods described in Section G (1) (c)

(i-vi) of this Agreement more than once, i.e. (1) a change to the hours of two or more Fridays and Saturdays in a row; (2) a change to the hours of two or more Sundays in a row; (3) a change to the hours of two or more Monday – Thursdays except holidays; and (4) a change to the hours for two or more Holidays in a row;

3. Upon written approval from the Commission, the Contractor may participate in franchising opportunities at mutually agreeable locations within the Park. Franchising opportunities are optional and may be for limited service or menu options such as coffee and pastry, etc.

H. CLEANING AND MAINTENANCE

The Contractor shall:

1. Provide supplies and labor for daily housekeeping and cleaning of the restaurant and areas used for catering;
2. Provide daily housekeeping, cleaning, maintenance, and sanitation service for all food service equipment and the restaurant, including but not limited to:
 - i. Using clean mop heads and appropriate cleaning/sanitizing and degreasing solutions, sweep and wet mop all hard surface floors in the restaurant daily, or more frequently if needed, including but not limited to, the kitchen and serving areas;
 - ii. Wet mop dry storage floors once per week or more often if required;
 - iii. Clean and sanitize the walk-in fridges and freezers as recommended by the manufacturer;
 - iv. Clean, sanitize, and resupply the restrooms located in the south end of the restaurant at least twice daily;
 - v. Vacuum carpet in the restaurant as needed, but not less than once per day;
 - vi. Immediately clean spills and food dropped on carpet or floors;
 - vii. Clean and sanitize tables immediately after each meal or more often if required;
 - viii. Clean the interior portion of glass windows and doors associated with the restaurant; and
 - ix. Remove used grease from the restaurant and contract with a removal service for disposal of the grease;
3. Provide staff to clear tables of food and service ware and clean tables during and at the conclusion of catered events;
4. Meet with a designated representative from the Commission's facility maintenance staff to jointly inspect equipment, review preventative maintenance schedules, and review equipment cleaning and maintenance practices of the Contractor's staff. Maintenance requests must be

made in writing; dated with description of problem. Maintenance beyond that described in Section H (2) will be performed by the Commission;

5. Provide all necessary cleaning supplies and cleaning equipment;
6. Place all trash in trash receptacles, remove the trash from the restaurant, and place it in a dumpster located outside the restaurant. No trash or trash bags shall be placed on the ground outside the restaurant. Contractor shall provide the restaurant and areas where catering services occur with trash receptacles and liners and empty those receptacles daily, removing trash and debris from the restaurant and areas where catering services occur and placing it within receptacles located outside of the building. The Commission shall coordinate refuse removal from the park at its expense. Contractor will make reasonable efforts to comply with park recycling efforts when a recycling program is available;
7. Maintain areas all areas it uses, providing a clean and safe environment for the customer, employees, and staff;
8. Clean all fixed and portable food service equipment upon closing daily;
9. Maintain housekeeping and sanitation programs to meet the highest standards of cleanliness. The Contractor shall follow the Nebraska food code (www.agr.ne.gov) to maintain a clean and safe environment in all areas of the restaurant, including but not limited to, the dining room, kitchen, dock trash area, windows to the restaurant, and restrooms in the restaurant. A master cleaning schedule and signature sheet, temperature logs for refrigeration, freezers, and food temperatures will be posted for documentation;
10. Perform monthly self-inspection of the restaurant and ensure a clean and safe environment for the staff and customers. A State park representative will perform an inspection quarterly with surprise inspections as needed;
11. Provide the Commission with food safety inspections from the Nebraska Department of Agriculture Food Division within one week of the inspection;
12. Clean the food equipment including china, silver, and glassware at the Contractor's expense daily;
13. Conduct a final cleaning of the premises, followed by a final inventory and inspection of the premises with Commission at the end of the Contract; and
14. Make reasonable attempts to ensure proper care and operation of the State's equipment, and promptly report maintenance needs to the Commission's representative.

The Commission shall:

1. Provide for maintenance and replacement of fixed, movable and expendable equipment items at its expense, unless repairs or replacement are a result of misuse by the Contractors staff;

2. Replace the inventory periodically, when appropriate, for efficient food service by the Contractor. Equipment purchases will be subject to budget and made in compliance with State authorized procurement procedures and time lines. All equipment provided to the Contractor by the Commission is the property of the State of Nebraska and cannot be used as a trade-in toward the purchase of replacement equipment, or disposed of without Commission approval;
3. Shampoo the carpets in the restaurant on a quarterly basis and more frequently if needed;
4. Clean the exterior portions of glass windows and doors associated with the restaurant at least semi-annually;
5. Coordinate and pay for preventive maintenance programs and regular replacement of worn, damaged or malfunctioning capital equipment and related facilities;
6. Provide routine and emergency maintenance service to include weekly contact by Park maintenance staff to inquire about maintenance needs and then provide service or repairs as needed; and
7. Provide pest control services, carpet and exterior window cleaning, HVAC and ventilation care, preventive maintenance, and trash removal as outlined in project scope, at no cost.

I. USE AND CONTROL OF PARK FACILITIES

1. The Contractor shall have exclusive use of the restaurant, free of charge, for the purpose of food preparation.
2. The Contractor shall not schedule catered events at the restaurant or Park, or utilize the restaurant to prepare food or beverage service for events or business ventures not affiliated with its obligations to the Commission in this Contract without written approval from the Group Functions Department.
3. The Commission shall maintain control and management of vending machines located outside of the restaurant and Park operated concessions which are not part of this proposal. The Contractor will not be allowed vending machines outside the restaurant.
4. The Commission shall provide the Contractor with an operational restaurant as depicted in Exhibit A that is operated in compliance with State of Nebraska codes and requirements as defined by the Nebraska Department of Health and Human Services, State Fire Marshall's office, and Department of Agriculture Food Safety and Sanitation Division, in which to perform food service, including spaces for storage, preparation and service of food, dining, and office space.
5. The Commission shall provide the Contractor utility service, (electricity, water, phone, sanitation, propane, limited cable television), at no cost; excluding POS and internet services. The Commission will not guarantee an uninterrupted supply of water, electricity, gas, telephone, internet, heat, or air conditioning. The Commission will be diligent in restoring service following an interruption. The Commission will not be liable for any product loss or loss of profit which may result from the interruption or failure of any utility service.

6. The Contractor will be the preferred and suggested provider for catered events, group meetings, business meetings, or special events at other venues within the Park; i.e. ice skating pavilion, theater, shelters, and meeting rooms. However, visitors may use other entities to provide food and beverage services at these other venues.
7. As pre-approved by the Commission, the Contract may engage in mobile vending and delivery of food, novelties, and beverages to areas within the Park.
8. The Commission reserves the right to create "Black Out" dates and times in the restaurant for special events and Commission events. The Contractor shall provide food and beverage services during these "Black Out" dates as requested by the Commission. The Commission and Contractor shall arrive at a negotiate amount for these services separately for each event. Any consideration for services during "Black Out" dates is in addition to any not to exceed amount found in this Contract.
9. The restaurant and all State of Nebraska facilities are non-smoking.
10. The Contractor shall not discriminate any guest or participants on the basis of race, color, religion, age, gender, marital status, national origin, disability, or political affiliation.
11. The Contractor shall implement energy conservation practices designed to control utility costs where practical to do so, and participate in Park recycling programs when available.
12. The Contractor and its employees and agents may enter the restaurant during non-public times for the purpose of preparing for food service, receiving or making deliveries, cleaning, or making repairs.
13. The Contractor shall not make any unapproved additions, alterations, or improvements to the Commission owned property, including, but not limited to, the installation of fixtures, appliances, equipment, painting or changing of the premises in any way. Should the Contractor need any such additions, alterations or improvements, it shall submit a written request to the Commission outlining the need for such changes. All changes will be subject to required State of Nebraska reviews and codes, and will require a design bearing a Nebraska certified architect's stamp. If approved, the cost of any additions, alterations, or improvements shall be borne by the Contractor. All additions, alterations and improvements to the design, architecture, or functionality authorized by the Commission and made by Contractor shall become the property of the State of Nebraska upon the expiration or termination of the Contract.
14. The Contractor shall not place or cause to be placed or maintained on or about the restaurant or other locations in the Park any permanent signs, promotional posters, banners, or similar materials without first obtaining the Commission's approval. Contractor will maintain any approved signs, posters, banners, in good condition and repair. All signs will be at Contractor's expense.
15. The Commission shall provide adequate keys to the restaurant. The Contractor agrees not to change or add any locks to doors, windows, or equipment. Should the Contractor need any change or additional locks, a written request shall be made to the Commission, and upon approval the Contractor can change or add locks at their expense. The Contractor shall provide,

at its expense, necessary padlocks and/or other security devices not provided by the Commission at the commencement of the Contract. The Contractor shall not, with the exception of storage devices used to secure alcohol, or to house Contractor's personnel records, install or maintain any locks/security devices without providing the park superintendent, or designated personnel, with relevant combinations, codes, or keys.

16. The Contractor shall provide a mechanism for customers to comment on their dining or catering experience and designate a point of contact for addressing customer complaints and awarding of refunds when appropriate.

J. LICENSURE FOR THE SALE OF ALCOHOL AND OBLIGATIONS RELATING TO ALCOHOLIC BEVERAGE SERVICE

1. The Contractor must obtain, maintain, and renew all licenses and permits required by law to operate alcoholic beverage services at the restaurant. The following requirements and procedures concerning any licenses and permits are required:
 - a. The Contractor must obtain, maintain, and renew a State of Nebraska liquor license which will permit the Contractor to serve alcoholic and non-alcoholic beverages in the restaurant, with their catering services, and with any wet bar operations. The Contractor shall comply with Nebraska Liquor Control Commission requirements, State Statutes, and Commission regulations relevant to the sale and consumption of alcoholic beverages; including training and certification of responsible managers and staff.
2. The Contractor shall provide alcoholic beverage service in the restaurant as part of lunch and evening meal services as described herein at Section G (1) (c) (i-vi), and in conjunction with catered events, group meetings, or business meetings that occur within the Park, if alcoholic beverage service is requested as part of a catered event, group meeting, or business meeting. The Contractor shall also provide alcoholic beverage service for Park sponsored special events, programs, and dinner theater packages as requested by the Park Representative.
3. The Contractor must also obtain license options for providing alcoholic beverage service at venues outside of the park; such as Platte River State Park in conjunction with catered events.
4. The Contractor shall provide its employees with training from an industry accepted institution regarding alcoholic beverage service, and shall provide proof of such training to the Commission upon course completion. Proof of course completion may include a certificate obtained from an industry accepted institution. Additionally, the Contractor shall provide annual training to all its employees concerning alcoholic beverage service.
5. Alcoholic beverage service shall comport with all applicable laws, rules and regulations, including but not limited to requirements from the Nebraska Liquor Control Commission.
6. Alcoholic beverage service within the restaurant shall not exceed the restaurant hours. Alcoholic beverage service at catered events, group meetings, or business meetings shall end by 10:00 PM.

7. The Contractor shall maintain seasonal outdoor sitting with alcoholic beverage service near the restaurant. The Commission must pre-approve all facilities designated or created for seasonal outdoor sitting, and the dates that the seasonal outdoor sitting is available. The seasonal outdoor sitting must comply with all applicable law.
8. Agents of the Nebraska Liquor Control Commission shall have complete cooperation and access to the restaurant.

K. FOOD SERVICE PERMITS AND LICENSURE

1. The Contractor shall provide documentation that all licenses are currently held, or confirmation of the Contractor's ability to obtain those licenses prior to beginning any activities related to the licenses.
2. The Contractor shall provide for all instructional materials and training aids necessary to conduct food and beverage service, including Serve Safe and Safe Food Handling certifications for managers and key employees as prescribed by the United States Department of Agriculture, Nebraska Department of Health and the Nebraska Liquor Control Commission.
3. Licensed Food Safety and Sanitation Inspection personnel shall have complete cooperation and access to the restaurant.
4. Copies of reports of inspection by Licensed Food Safety and Sanitation Inspection personnel will be immediately made available to State when received by the Contractor.
5. The Contractor shall comply with all laws, rules, regulations, or licensing requirements pertaining to food service and food handling, and shall supply the Commission with certificates of compliance.
6. The Contractor shall insure food handlers wear suitable and effective hair restraints.
7. The Contractor shall train food handlers to wash hands properly, frequently, and at appropriate times, and to use single use gloves if the handler is wearing artificial fingernails or fingernail polish or when hands are bandaged.
8. The Contractor shall train food handlers to change aprons or other attire when soiled and present themselves in a professional appearance when working in public areas. All attire shall be tasteful in design and message so as to not offend patrons.

L. ADVERTISING AND MARKETING

1. The Contractor shall provide advertising and marketing of the food and beverage services provided at the Park, including, but not limited to food and beverage services as part of catering for group events, conferences, or business meetings.
2. In consideration of the Commission's contribution towards advertising, all marketing activities that reference the Commission shall be reviewed for content, and approved by the Commission's

representative, prior to public release. The Contractor will provide examples of advertising and promotional materials for the restaurant. The State will continue to focus their marketing on the whole Park and its special events i.e. Valentine's Day Packet, cabins, lodge and camping, inclusive of the food service described in this Contract. The Commission invites, and will consider options (subject to availability of funds) for partnership marketing of the restaurant, catering, and special events utilizing the Commission's web site, radio shows or magazine, and other programs and venues.

M. GROUP EVENTS

1. The Commission will coordinate group events held at the Park through its Group Functions Department for room set-ups, equipment needs, and lodging needs. The Commission will work collaboratively with the Contractor's representative for planning of food and beverage service in conjunction with group events. The Commission may use the Group Functions Department to help solicit business for the Contract, and the Contractor shall consider options for collaborative programs to increase sales of the Park's facilities and amenities including but not limited to conference rooms, lodging, food service and special events. Guest's food and beverage service shall be coordinated directly between the guest and the Contractor's representative. All follow-up documentation, planning, changes, linen needs, and billing related to food and beverage service will be handled by the Contractor's representative, with the exception of State agency event billing, which may need to be handled via an interagency billing transfer process involving the Group Functions Department. Room and equipment rental income, and lodging income shall remain with the State. Income from food and beverage services for group event shall be subject to this Contract, and must be properly reported. The Contractor cannot independently rent any portion of the Park or including the restaurant. The Contractor must have Commission approval for any catered events occurring outside of the Park. A representative of both the Commission and Contractor shall meet weekly to review status of catered events.

N. PAYMENT

1. The Contractor shall consult with the Commission to identify the acceptable methods of payment for meals or catered events.
2. Food and beverage services sold by the Contractor shall be subject to sales tax unless the purchaser is tax exempt under the Nebraska State Statutes.
3. The Contractor shall provide billing statements and/or invoices for catering services rendered, invoice dining room and bar area guests, and collect payments including credit card transactions.
4. The Contractor shall provide billing to the Park for any Park generated coupons collected as a part of payment.
5. The Contractor shall maintain an accounting of food, beverage, and catering sales, and customer counts, in a manner acceptable to the Commission.
6. The Contractor shall provide a description of its refund or discount policy, if any, that may be offered to customers for unused portions of food and beverage services, or other pre-paid meals

which are provided as part of catering services, special events, and/or meal vouchers. It is at the Contractor's discretion whether or not the Contractor provides a discount to the Commission's employees.

7. The Contractor shall establish food and beverage accounts with agencies and the public. The Contractor must work in conjunction with the Group Function Department to assure that client bookings and needs are properly coordinated for catered events, and the billings are properly coordinated. Payment for food and beverage services will be the responsibility of visiting agencies or individuals. Collection of payment for services rendered by the Contractor is the sole obligation of the Contractor; the Commission will not attempt collection for overdue or unpaid accounts. Overdue or unpaid accounts or refunds for food and beverage services will not be a liability of the Commission under any contract resulting from this relationship. Contractor must identify how they will account for excess meals or decreased meals in conjunction with group events.
8. The Contractor must provide their own credit card machines and point of sale cash register system at their cost. All such devices shall meet PCI compliance mandates established by the State of Nebraska. The Contractor shall also provide and pay for internet and email accounts if needed. The Contractor will be responsible for repair, maintenance agreements, equipment modifications, programming, additional peripheral equipment, software and software updates and all fees and costs associated with use of the system they provide.
9. The Contractor shall accept Commission produced and approved pre-paid vouchers/coupons from all patrons. On a quarterly basis, the Contractor will be reimbursed at a dollar for dollar rate by the Commission.
10. The Commission will reimburse the Contractor for special events meals by adding 5% to the predetermined cost of each individual meal ticket for food and beverage items. The predetermined cost will be agreed upon between the Contractor and the Commission.

O. SUPPLIES AND SUPPLIERS

1. The Contractor shall coordinate and conduct food and beverage orders and pay associated invoices directly to vendors or suppliers.
2. The Commission will make available to the Contractor those items of capital equipment and non-expendable supplies currently inventoried to be used for food and beverage service including, but not limited to fixed and moveable equipment and expendable equipment.
3. Upon award of the Contract the Commission will conduct an inventory and inspection with the Contractor. At the conclusion or termination of the Contract, the Commission and the Contractor will review the inventory required in the preceding sentence and conduct a physical inventory of all non-expendable supplies and capital equipment. All capital equipment and non-expendable equipment will be returned to the Commission in as good condition as at the start of the contract or time of acquisition, subject to ordinary wear and tear. All capital equipment and non-expendable equipment provided by the Contractor shall be removed no later than thirty (30) days after expiration or termination date. However, the State may, at its option, require the Contractor

to remove at its cost or expense any such additions, alterations or improvements at the end of the contract term or any expiration or termination of the Contract. Items remaining after thirty (30) days shall become property of the State of Nebraska.

4. Printing and stationary costs, including menus, napkins, etc. will be Contractor's responsibility. Any logo must be reviewed and approved by Commission's representative.
5. The Contractor may use decorations when appropriate after approval by the Commission's representative.
6. The Contractor shall conduct a quarterly inventory of equipment and supplies owned by the Commission.
7. The Commission shall provide the Contractor all existing kitchen and food service equipment.
8. The Contractor shall provide for training of staff relevant to the proper use of all Commission provided equipment so as to avoid injury or mechanical failures.

P. RESPONSIBLE POINTS OF CONTACT

For purpose of receiving notices and relevant correspondence the following individuals shall be the primary recipient of all written or digital correspondence:

For the Commission:

Jake Rodiek - Park Superintendent III
E.T. Mahoney State Park
28500 W. Park Highway
Ashland, NE 68003
[REDACTED]

For the Contractor:

Brian Cadwallader
206 N. Millard Street
Council Bluffs, IA 51503
[REDACTED]

Q. FORFEITURE OF AGREEMENT

Failure of either party to comply with the terms and conditions of this Contract may be considered cause for revocation of the Contract.

R. EMPLOYEE STATUS

Nothing in this Contract shall be construed as a delegation of authority of the Commission to the Contractor or its agent(s) with respect to the Contract described herein, nor shall the Contractor or its agent(s) in any manner consider or represent itself to be an employee of the Commission. It is expressly understood by the Contractor that it is in all instances an independent contractor who shall provide, manage and assume all obligations whatsoever which may occur or be required by the Workmen's Compensation laws of any state, Old Age and Survivors Insurance, Internal Revenue Acts, Income Tax of any state, and laws and regulations relating thereto, and the Contractor shall save and hold harmless the Commission against any obligation relating to any such liability.

If any employee of any agency of the State of Nebraska is to be employed by the Contractor, or will become a subcontractor to the bidder, the Contractor shall identify all such persons by name, proposed position to be held with the Contractor, and position held with the State (including job title and agency) to the Commission's representative in advance of hiring. This is necessary in order to determine the potential of, and prevent, a conflict of interest for the Commission or Contractor.

S. HOLD HARMLESS & INDEMNIFICATION

It is expressly understood the Independent Contractor assumes full liability for the acts of its employees, agents, officers, and subcontractors assigned to perform the Contractor's duties hereunder, and shall reimburse the Commission for any damage to Commission property, real or personal, which may be damaged by the Contractor, its employees, agents or officers. Contractor will be responsible for its own negligent acts and negligent omissions and the results of its own negligent acts and negligent omissions. The Contractor agrees to assume all risk and liability for any injury to persons or property resulting in any manner from its own negligent acts or negligent omissions related to the Contract, including negligent acts or negligent omissions by each party's own agents, employees, or officers related to the Contract. Liability includes any claims, damages, losses and expenses (including attorney's fees) arising out of, or resulting from performance of the Contract that results in any claim for damage whatsoever including any bodily injury, sickness, disease, property, including any resulting loss of use.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers or its agents) shall in no way be the responsibility of the Commission or the State of Nebraska. The Contractor will hold the Commission and the State of Nebraska harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the Commission and the State of Nebraska including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

The Contractor shall be solely responsible for any and all losses, damages, theft, vandalism and breakage of equipment due to misuse.

T. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION

The Contractor must be authorized to transact business in the State of Nebraska and shall comply with all Secretary of State Registration requirements. The Contractor must certify that they have compiled and must produce a true and exact copy of their current Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form. Forms are available on the Department of Administrative services website at <http://das.nebraska.gov/material/purchasing.html>.

U. INSURANCE

The Contractor must obtain and maintain insurance as outlined and provide a copy of the valid insurance policies to the Commission.

A. Valid Worker's Compensation and Employer's Liability insurance coverage as follows:

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

B. A policy for the Contractor's activities, naming the Commission as a co-insured, and providing Commercial General Liability, Commercial Automobile Liability, Umbrella Liability and Property Insurance protection as follows:

Commercial General Liability

General Aggregate	\$2,000,000
1. Products/Completed Operations Aggregate	\$2,000,000
2. Personal/Advertising Injury (any one person)	\$1,000,000
3. Bodily Injury/Property Damage (per occurrence)	\$5,000,000
4. Fire Damage (any one fire)	\$50,000
5. Medical Payments (any one person)	\$5,000
6. Contractual Liability	\$5,000,000

Commercial Automobile Liability

Bodily Injury/Property Damage (Combined Single Limit)	\$1,000,000
---	-------------

Umbrella/Excess Liability

Over Primary Insurance (per occurrence)	\$8,000,000
---	-------------

Property Insurance Coverage

\$2,000,000

V. CONTROLLING LAW

The present Contract shall be considered to have been executed at Lincoln, Lancaster County, Nebraska, and shall be subject to the laws of the State of Nebraska.

W. CONFLICT OF INTEREST WARRANT

Contractor warrants that its officers, stockholders, associates and employees presently have no known financial interest and shall not acquire any known financial interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required by this Contract. The Contractor shall comply with the provisions of the laws of the State of Nebraska which require disclosure for conflict of interest determinations of amounts received under this Contract.

X. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Under Federal and/or state law, this Contract and Contractor must not discriminate in employment under this specific Contract on the basis of race, color, religion, age, gender, marital status, national origin, disability or political affiliation. The Contractor agrees to abide by the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. Sections 48-1101 through 48-1126, and the American with Disabilities Act of 1990 (P.L. 101-366) as implemented by 28 C.F.R. 3, which are hereby made a part of and included in this Contract by reference.

The Contractor 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.

The Contractor is required and hereby agrees to comply with Federal Government guidelines related to the employment of youth under the age of 18 years.

Y. DRUG FREE WORKPLACE

Each party agrees to comply with all applicable federal, state and local laws, codes, regulations, rules, and orders. The Contractor agrees to have in place, during the Contract period, a Drug Free Workplace Policy stating that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace is prohibited. Contractor agrees to provide a copy of its drug-free workplace policy at any time upon request by the Commission.

Z. PARK ENTRY PERMIT

Nebraska State Statute §37-434 requires Park Entry Permits for all vehicles entering the park. The Commission, solely, will receive all revenue generated by sales of the Park Entry Permits. A valid park entry permit is required upon all vehicles entering the Park, including access to the Peter Kiewit Lodge, the restaurant, and locations for catered events within the Nebraska Park System. The Commission and the Contractor may negotiate terms for exempting, discounting or exchanging permit values for the benefit of increasing attendance to the dining room subject to a tracking mechanism, by later modification which comports with Section BB of this Agreement.

AA. NON-ASSIGNMENT

This Contract may not be assigned except with the written consent of the Commission.

BB. MODIFICATION

This Contract constitutes the complete and entire Contract between the parties and may not be modified in any way except by a signed written agreement, signed by both parties.

CC. TERMINATION

1. Failure of the Contractor to comply with the terms and conditions of this agreement in a manner which the Commission, in its sole discretion, shall deem sufficient may be considered cause for termination. In event that any of the provisions of this Contract are violated by the Contractor, the Commission may serve written notice upon the Contractor and the Contractor will have thirty (30) days to remedy identified items to the satisfaction of the Commission, confirmed in writing. The Commission may terminate the contract within ninety (90) days by written notice if the Contractor fails to provide proper remedy.

Upon notice of termination the CONTRACTOR shall remove all personal property from the premises for final audit by the 90th day.

Failure of the Commission to terminate upon apprehension of a violation shall not constitute a bar to termination upon repetition of the same violation or of another violation.

2. The Commission cannot guarantee payment in the absence of an appropriation by the legislature. The Commission may terminate the Contract due to a lack of appropriation upon written notice to the Contractor.
3. For any reason the Contract may be terminated by the Commission by written notice within 90 days prior to the date of termination.
4. In the event of any forfeiture or termination of this agreement or the contract, any research data, supplies, interim reports, or other product of the Contractor's efforts hereunder shall be delivered to the Commission.
5. If the Contract is revoked for cause or terminated prior to the term of the Contract, the Contractor may submit a final invoice for payment of a portion of the annual fee in accordance with the provisions of Section A and Section B of this Contract.

DD. WAIVER

A waiver of any portion of this Contract by the Commission does not constitute a waiver or breach of the entire Contract. The Commission's failure, refusal or neglect to exercise any of its rights under this Contract does not constitute a waiver of any other provision of this Contract. If any provision of this

Contract is deemed void or unenforceable, the remaining provisions of this Contract shall be valid and enforceable.

IN WITNESS WHEREOF the parties have affixed their signature, thus entering into this Contract, the day and year first written.

NEBRASKA GAME & PARKS COMMISSION

Signature

Title

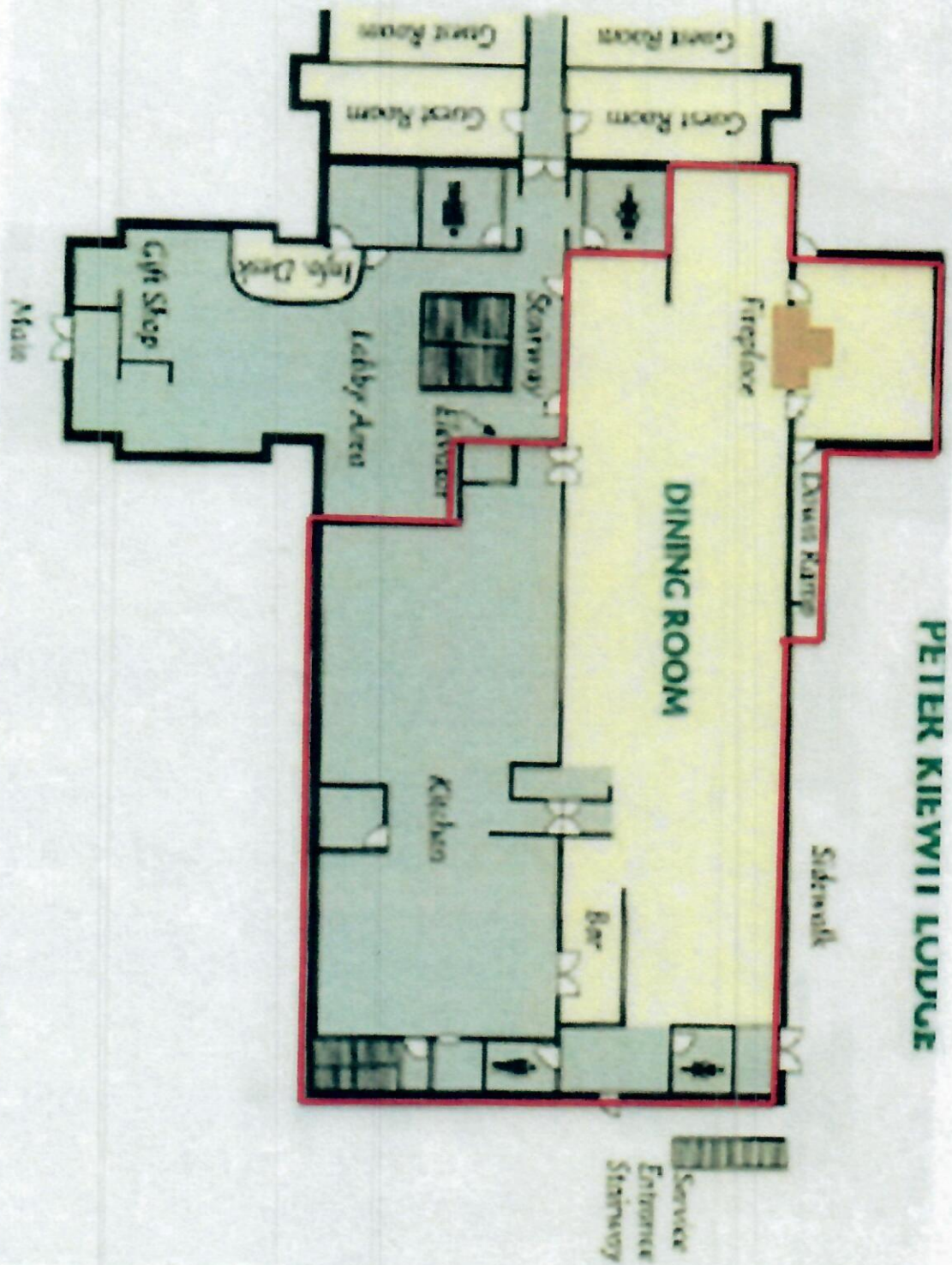
Date

CONTRACTOR

Signature

Title

Date



Restaurant

Exhibit A – Page 2 of 2

Basement

