



AWARD NOTICE

Mr. Paul Buchness
Lighthouse Catering
20520 Sand Hill Road
Georgetown, DE 19947

Re: Food Service Agreement

Dear Mr. Buchness,

Please be advised that your firm is the successful proposer for the project referenced above. A copy of the signed agreement is attached for ease of reference.

Feel free to contact me at (302) 857-1672 if you have any questions or need additional information. The college looks forward to working with your firm in the future. Many thanks for your time and interest.

Sincerely,

Gerard M. McNesby
Vice President for Finance

DELAWARE
TECHNICAL  COMMUNITY
COLLEGE

TO: Paul H. Buchness, Proprietor
Lighthouse Catering
20520 Sand Hill Road
Georgetown, DE 19947

FROM: Jerry McNesby 

DATE: July 26, 2013

RE: Food Service Agreement

Cc: Robert Hearn
Cena Sweeney
Carol Rhodes (Memo Only)

Enclosed you will find your copy of the fully executed Food Service Agreement for the operation of the cafeterias at the Owens and Terry Campuses. We look forward to working with you on this expanded partnership.

Please don't hesitate to give me a call on my cell at (302) 242-2209 if you have any questions.

FOOD SERVICE AGREEMENT

THIS AGREEMENT, is made this 1st day of August, 2013 by and between DELAWARE TECHNICAL AND COMMUNITY COLLEGE, an institution of higher education existing under the laws of the State of Delaware (hereinafter referred to as "Delaware Tech" or "College"), and Lighthouse Catering, having its principal place of business at 20520 Sand Hill Road, Georgetown, DE 19947 (hereinafter referred to as "Contractor").

WITNESSETH:

Whereas, Delaware Tech wishes to provide nutritious, reasonably priced, food service on both the Owens and Terry Campuses and in connection with Campus sponsored activities; and

Whereas, Delaware Tech has chosen Contractor based on the representations contained in its Proposal dated June 20, 2013 to provide food service and catering operations at the Delaware Tech Owens Campus located in Georgetown, DE and the Terry Campus located in Dover, DE; and

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

- 1.0 Delaware Tech hereby grants the exclusive right, except as set forth hereafter, to provide food service at the Delaware Tech Owens and Terry Campuses as more fully set forth herein. Contractor shall have exclusive rights to provide food service at the Student Service Center and Carter Partnership Center at the Owens Campus and Terry Building at the Terry Campus (the "Premises") (excluding vending machine service) and to provide catering service for events occurring on both campuses at mutually agreeable times and locations. The provisions for providing both food services and catering are outlined in the College's Request for Proposal.
- 1.1 EXCLUSIVITY EXCEPTION: Delaware Tech reserves the right to engage another food service provider for catered events if: (a) the external organization has specifically requested its own caterer; or (b) the College determines, after negotiations, that it cannot reach agreeable terms, including price, with Contractor. Only the Vice President and Campus Director is authorized to determine that a Food Service operator other than Contractor will be engaged pursuant to the terms of this paragraph. He/she will apprise Contractor of such a decision in writing and will identify the basis for it.
- 1.2 EXCLUSIVITY EXCEPTION: Delaware Tech reserves the right to allow campus clubs and organizations to bring their own (prepare themselves, have donated, or for resale as fundraiser) food or light refreshment when catered service is not appropriate. The appropriate Dean/Director must submit a request for this exception to the Vice President and Campus Director or designee for approval. Contractor will be informed when such approval is granted.
- 1.3 EXCLUSIVITY EXCEPTION: Delaware Tech reserves the right to sell food and drinks in the Campus Bookstore. The College also retains the right to contract vendors to provide snack and soft drink vending machines throughout the campus.
- 1.4 EXCLUSIVITY EXCEPTION: Delaware Tech reserves the right to obtain third party caterers to provide catering services for Client's annual fundraising events, including, events catered by the Campus Culinary Arts Department (Board of Trustees event(s)).
- 1.5 VENDING AND POURING RIGHTS: Contractor acknowledges that vending and pouring rights are not covered by this agreement, and that Delaware Tech has entered into exclusive agreements with other vendors for those services. Contractor further acknowledges that Delaware Tech has an existing contractual agreement that obligates the College to sell only Pepsi products on campus,

and agrees that he will abide by the terms of those agreements as communicated to him by Delaware Tech from time to time.

- 2.0 **FACILITIES PREMISES AND EQUIPMENT:** During the term of this Agreement and any renewal or extensions thereof, Delaware Tech will provide Contractor with all facilities for food service (including adequate sanitary toilet facilities, office space equipped with office equipment, including a networked computer with access to the Internet and furniture in the Student Service Center at the Owens Campus and in the Terry Building at the Terry Campus, dressing rooms and areas for Contractor employees in a close and convenient location with regard to Premises), completely equipped and ready to operate together with such heat, fuel, refrigeration, and utility services reasonably required for efficient operation.
- 2.1 **(A) MAINTENANCE/REPAIR/REPLACEMENT:** Provided that Contractor gives reasonable and prompt notice to Delaware Tech as to the need for maintenance and repair, Delaware Tech shall make all equipment repairs and will furnish building and maintenance services for the Premises. The cost of any equipment that must be replaced will be divided equally between the parties.
- 2.1 **(B) HEALTH AND SAFETY REGULATIONS:** Delaware Tech shall be responsible for compliance with all Federal, State, and local health and safety regulations pertaining to the facilities and Premises provided by Delaware Tech as further set out in Section 2.2. Delaware Tech will provide an adequate initial inventory of small expendable equipment (pots, pans, dishes, silverware, etc), and will provide replacements to maintain the inventory level for items that are lost, damaged or stolen through no fault of Contractor. Contractor will be responsible for obtaining and maintaining a State of Delaware and local permits to operate a public eating place and for routine cleaning and housekeeping in the food preparation and service areas (defined as all areas behind the doors/retractable gate) as required by the Food Code of the State of Delaware. Contractor will maintain high standards of sanitation in compliance with all applicable laws and regulations. For the assignment of responsibilities, please refer to the Division of Costs and Responsibilities in Addendum A, attached hereto and specifically made part of this agreement.
- 2.2 **CONDITIONS OF PREMISES AND EQUIPMENT:** The Premises and equipment provided by Delaware Tech for use in the food service operation will be initially provided in good condition and maintained by Delaware Tech to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including but not limited to OSHA regulations) subject to the Division of Costs and Responsibilities reflected in Addendum A. Delaware Tech further agrees that any modifications or alterations to the facilities or Premises (whether structural or non-structural) necessary to comply with any statute or regulation will be the responsibility of Delaware Tech and will be at Delaware Tech's expense.
- 3.0 **TERM OF AGREEMENT:** The term of this Agreement commences on August 15, 2013 and continues through August 14, 2016, subject to mutual agreement of Contractor and Delaware Tech to extend the Agreement for successive two (2) year periods commencing August 15, 2016 unless terminated as provided herein.
- 3.1 **(A) FOOD SERVICE:** Contractor agrees to provide food service upon its own credit, furnishing Delaware Tech with wholesome, palatable food for its employees, staff, students, on all days upon which the College is open.
- 3.1 **(B) HOURS OF OPERATION:**
Owens Campus:
Student Services Center: Fall and Spring Semesters hours of operation shall be from 8:00 am to 8:00 pm (Monday – Thursday) and 8:00 am to 1:30 pm (Friday) while classes are in session during the Fall, Spring and Summer semesters. The cafeteria will not be opened during

the weeks of Spring Break, graduation and the last two weeks of the summer semester. There will be limited catering available during graduation week and the last two weeks of the summer semester. Hours of operation between the fall, spring and summer semesters shall be 8:00 am to 1:00 pm. Those hours may be adjusted during other periods if mutually agreed upon by both the Contractor and Campus Business Manager.

Carter Partnership Center: Fall and Spring Semesters hours of operation shall be lunch only being served on Tuesdays from 11:00 am to 1:00 pm.

Terry Campus:

Terry Building: Fall and Spring Semesters hours of operation shall be from 8:00 am to 2:00 pm (Monday – Thursday) and 8:00 am to 1:00 pm (Friday) while classes are in session during the Fall, Spring and Summer semesters. The cafeteria will not be opened during the weeks of Spring Break, graduation and the last two weeks of the summer semester. There will be limited catering available during graduation week and the last two weeks of the summer semester. Hours of operation between the fall, spring and summer semesters shall be 8:00 am to 1:00 pm. Those hours may be adjusted during other periods if mutually agreed upon by both the Contractor and Campus Business Manager.

- 3.1 (C) COMPLAINT RESOLUTION: Delaware Tech will promptly report to Contractor any complaint or concern it deems material regarding the quality or quantity of food provided by Contractor. Contractor agrees to consider and respond to such complaints or concerns in a commercially reasonable manner and to apprise Delaware Tech as promptly as feasible of actions taken in response to complaints or concerns.
- 3.2 (A) PERSONNEL: Contractor agrees at all times to maintain an adequate staff of his own employees on duty at Delaware Tech's Owens and Terry Campuses necessary for efficient operation, and to provide professional administration, dietetic, purchasing, equipment consulting, personnel advice and supervision. Contractor employees will adhere to Delaware Tech's regulations regarding personal behavior. All employees of Contractor shall be required at all times on campus to conspicuously display an identification badge issued by the Owens or Terry Campus Office of Public Safety. Contractor agrees to cooperate with Delaware Tech in the event it undertakes an internal investigation into allegations regarding an employee of Contractor while on College property or during a College-sponsored event. Contractor agrees to remove from duty any employee deemed unacceptable to Delaware Tech.
- 3.2 (B) NON-DISCRIMINATION: Contractor affirms that it is an equal opportunity employer. It is Contractor's policy that no person shall be discriminated against in employment related activities because of race, color, religion, sex, age, national origin, disability, sexual orientation or status as a Veteran. Contractor agrees to be bound by both Federal and State of Delaware non-discrimination Laws in during the term of this Agreement.
- 3.2 (C) CROSS-HIRE PROTECTION: Contractor agrees that no supervisory employees (salaried employees that are essential to Delaware Tech's core business) of Delaware Tech will be solicited or hired by Contractor without specific written permission of Delaware Tech during the term of this Agreement and one (1) year thereafter. Delaware Tech agrees that, without specific written permission of Contractor, former supervisory employees (salaried employees that are essential to Contractor core business of providing food service) of Contractor will neither be solicited or hired by Delaware Tech during the term of this agreement and one (1) year after this agreement is terminated.
- 3.2 (D) CROSS-HIRE PROTECTION: Contractor and Delaware Tech acknowledge that the restrictions contained in Section 3.2 (C) above are reasonable and necessary in order to protect the legitimate interests of Contractor and Delaware Tech. Any violation of this paragraph will

result in serious injury to the non-breaching party's business and the agree that in the event that one party violates the conditions set forth in the immediately preceding paragraph, then the party shall be entitled to seek injunctive relief against the breaching party. The provisions of Sections 3.2 (C) and 3.2 (D) shall survive the termination or expiration of this agreement.

- 3.2 (E) BOOKS AND RECORDS: Contractor further agrees at all times to maintain all necessary personal and payroll records for its employees, compute all wages and withhold applicable federal, state and local taxes and federal social security payments, remit employee withholdings to the proper governmental authority, make employer contributions for federal FICA and federal and state unemployment insurance payments, verify employment eligibility and identity of employees pursuant to the Immigration Reform and Control Act and comply with all federal, state and local laws, including but not limited to the provisions of any antidiscrimination act or statute and the Fair Labor Standards Act. Contractor agrees to indemnify, defend and hold Delaware Tech and its directors, officers and employees harmless against any liability or assessment, including related interest and penalties, arising from Contractor breach of its obligations set forth in Sections 3.2 (A) through (E), and Contractor will pay reasonable collection expenses, attorneys' fees and court costs incurred in connection with the enforcement of such indemnity. The provisions of this Section 3.2 (E) shall survive the termination of this Agreement.
- 3.3 HEALTH EXAMINATIONS: Contractor will cause all of its employees assigned to duty on the Delaware Tech's premises to submit to periodic health examinations, at least as frequent and as stringent as required by applicable law or regulation, and to submit satisfactory evidence of compliance with all health regulations to Delaware Tech's Human Resources department upon request.
- 3.4 (A) INSURANCE: Contractor will furnish Delaware Tech with a certificate in form acceptable to Delaware Tech, certifying that Contractor carries workers compensation insurance for Contractor employees at Delaware Tech, comprehensive (including products), bodily injury, and property damage liability insurance in the following minimum amounts:
- Worker's Compensation – Statutory requirements and benefits
 - Employer's Liability - \$100,000
 - General Liability - \$1,000,000 Combined Single Limit
 - Automobile Liability - \$500,000 Combined Single Limit

The College shall be named as an additional insured. The coverage shall include Premises/Operations, Products/Completed Operations, Contractual, Independent Offerors, Owners and Offerors Protective, Personal Injury (libel, Slander, Defamation of Character, etc.).

- 3.4 (B) Delaware Tech will assume responsibility for fire and casualty according to the State of Delaware risk management requirements on the Premises and its property as well as bodily injury and premises liability insurance to cover its own negligence.
- 3.5 (A) INDEMNIFICATION: Each Party will indemnify the other for all liability, loss and expense resulting from the negligent acts or omissions of its respective agents, employees, subcontractors or assigns in performing this Agreement. Provided, however, Delaware Tech, as an instrumentality of the State of Delaware has no obligation nor will it assume any liability to indemnify Contractor for any acts or omissions by Delaware Tech where such are protected from suit, liability, damages or costs, at law or equity, under federal or state law providing immunity from or limitation on liability. The indemnification for liability, loss or expense as required and qualified by the above, includes settlements, judgments, court costs, expenses of defense and attorney fees incurred by the indemnified party in connection with a suit arising out of the Agreement. Delaware Tech's obligation to indemnify Contractor, if any, shall be restricted solely

to any general liability policy procured by Delaware Tech and no other funds or assets of Delaware Tech shall be subject to any claim by Contractor or anyone claiming through or by it.

3.5 (B) NOTIFICATION OF CLAIMS; Delaware Tech and Contractor will notify the other party in writing immediately upon discovery of any claim or possible claim relating to the aforementioned insurance and indemnification provisions. The provisions of Section 3.4 and 3.5 shall survive termination of this Agreement.

3.6 RETURN OF EQUIPMENT: Contractor agrees to return to Delaware Tech at the expiration of this Agreement, the food service Premises and all equipment furnished by Delaware Tech in the condition in which received, except for ordinary wear and tear and except to the extent that said Premises or equipment may have been lost or damaged by fire, flood, or other unavoidable occurrence, or theft by persons other than employees of Contractor without negligence on the part of Contractor or its employees.

3.7 LICENSE FEES AND TAXES: Contractor agrees to secure and pay all federal, state, and local licenses, permits, taxes and fees required for the operation of and resulting from the food service provided for hereunder, as well as pay all sales, excise, franchise and state income taxes attributable to the food service facilities operated by Contractor at Delaware Tech. Federal tax associated with earned income by Contractor at Delaware Tech will be the responsibility of Contractor.

3.8 MENU: Menu items, portion sizes and pricing shall be approved by Delaware Tech prior to implementation.

4.0 CONSIDERATION: Contractor shall be paid as outlined below.

Management Fee: Contractor shall be paid an annual management fee of \$78,000 on a quarterly basis on the dates in the following amounts:

November 15, 2013:	\$19,500	May 15, 2015:	\$19,500
February 15, 2014:	\$19,500	August 15, 2015:	\$19,500
May 15, 2014:	\$19,500	November 15, 2015:	\$19,500
August 15, 2014:	\$19,500	February 15, 2016:	\$19,500
November 15, 2014:	\$19,500	May 15, 2016:	\$19,500
February 15, 2015:	\$19,500	August 15, 2016:	\$19,500

Operating Subsidy: Contractor shall be paid an operating subsidy up to \$15,000 during the first year of operations ending August 14, 2014. There shall be no Operating Subsidy paid during the second and third year of this agreement or any periods if the Agreement is extended beyond the initial three (3) years.

(A) PAYMENT FOR CATERING SERVICES PROVIDED BY CONTRACTOR TO DELAWARE TECH: No service charge for catering will be charged to Delaware Tech. Contractor agrees to submit an invoice to Delaware Tech for catering services rendered on the day of the event. Delaware Tech will make every to pay invoices in full-within 30 days of receipt. In the event Delaware Tech invoices are not paid within thirty (30) days of the invoice date, Contractor may charge interest on an unpaid invoice at the rate: of 1% per month, the maximum allowable by Delaware law as a charge to State Agencies, commencing no earlier than 45 days after the date of the invoice. For events invoiced between June and July of any year, Contractor agrees it will not charge interest on unpaid invoices due to the end-of-fiscal year limitations under which Delaware Tech operates. Where Delaware schedules an event at least 45 days in advance and the estimated cost of the event will exceed \$3,000, Contractor may submit an invoice for 1/3 of the total price (actual or estimated) at the time the order is placed. Such an

invoice will be processed as noted above with payment to be expected prior to the scheduled event. The balance of the total cost may be invoiced on the day of the event. For events where Contractor uses the College china, Contractor will not charge Delaware Tech an additional per person fee.

(B) PAYMENT FOR CATERING SERVICES PROVIDED BY CONTRACTOR FOR TO ALL OTHERS: Contractor may provide catering services to all others upon such terms and conditions as the parties shall agree. Contractor shall pay Delaware Tech twenty percent (20%) of its net revenue from all catering services provided to third parties on Delaware Tech's campus, or for food prepared using Delaware Tech's Premises.

- 5.0 **ACCESS AND RECORDS:** Delaware Tech shall have full access to the food service facilities and Premises with or without notice. Contractor shall keep full and accurate accounts and records in connection with the food service covered by this Agreement. All such records shall be retained for a period of two (2) years after the expiration or termination of this Agreement. Delaware Tech may audit all such records at any time during regular business hours. The provisions of Section 5.0 shall survive the termination or expiration of this Agreement.
- 6.0 **INVENTORY:** In the event this Agreement is terminated, the parties agree that Contractor shall be responsible for the payment and disposition of all food and supplies on hand and on order for the performance of this Agreement. Delaware Tech may elect to purchase all such food and supplies inventories at Contractor's cost.
- 7.0 **TERMINATION:** This agreement may only be terminated for cause. If one party (the "Offended Party") considers that other party (the Offending Party") to have breached one or more of its obligations hereunder, the Offended Party shall give the Offending Party written notice which shall specify the nature of the alleged breach. The Offending Party shall then have thirty (30) days after the receipt of such notice to remedy the alleged breach. If, at the end of such thirty-day period, the Offended Party considers the alleged breach not to have been cured, the Offended Party may thereupon terminate this Agreement by giving the Offending Party written notice of termination and, at the expiration of the tenth (10) day following the delivery of such notice, the Offended Party shall be relieved from the further performance of its obligations hereunder. The Parties agree that the thirty-day period herein shall be reduced to 10 days in the event that the breach in issue involves a matter of public health or safety.
- 8.0 **LIQUIDATED DAMAGES:** In the event Contractor terminates or ceases performance of this Agreement prior to the end of the contract term, it will do so in such a manner as to avoid disruption of food service activities during a semester. Contractor further agrees that Delaware Tech is entitled to liquidated damages in the amount of \$10,000.00 the event of an early termination. The parties acknowledge and agree that the potential damages that will be suffered by Delaware Tech as a result of the violation of this section are uncertain and that the amount agreed upon is reasonable. Any financial consideration cannot be used to offset the liquidated damages associated with curly or improper termination of this agreement.
- 9.0 **FORM OF NOTICE AND DELIVERY:** Any notice required or permitted under this Agreement shall be in writing and shall be considered to have been given when sent by certified mail, with proper postage prepared, to the parties at the following addresses:

To Contractor: Paul H. Buchness, Proprietor
Lighthouse Catering
20520 Sand Hill Road
Georgetown, DE 19947

To Delaware Tech: Gerard M. McNesby
Vice President for Finance
Delaware Technical Community College
100 Campus Drive
Dover, DE 19903

- 10.0 **INDEPENDENT CONTRACTOR:** In connection with the provision of services Contractor shall not in any way be construed to be an employee of Delaware Tech. Because the obligations hereunder shall be the obligations of an independent contractor, Contractor agrees that, as such, it shall be solely responsible for the payment of all income and other taxes (federal, state, and local) with respect to compensation from Delaware Tech or food service operations hereunder.

All of Contractor employees furnishing services to Delaware Tech shall be deemed employees solely of Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for on behalf, Delaware Tech nor or they entitled to any benefits that Delaware Tech provides to its employees. No acts performed or representations, whether oral or written, made by Contractor, with respect to third parties, shall be binding on Delaware Tech except as expressly provided herein.

GENERAL TERMS & CONDITIONS

- 11.0 **BINDING EFFECTS:** The provisions of this Agreement shall be binding upon and inure to each other of the Parties and their respective successors and assigns, provided, however, that neither Party may assign this Agreement without the prior written consent of the other.
- 11.1 **COMPLIANCE WITH LAWS:** Contractor and Delaware Tech shall comply with all applicable laws, ordinances, rules and regulations relating to their obligations hereunder, including but not limited to sanitation, safety and health. Each Party shall obtain the licenses and permits comply with its obligations hereunder. Each Party shall cooperate with the other to accomplish the foregoing.
- 11.2 **CONSTRUCTION:** The paragraph and section headings are used solely for convenience and shall neither be deemed to limit the subject of the paragraphs and sections not be considered in their interpretation.
- 11.3 **ENTIRE AGREEMENT:** Except as otherwise provided in this Agreement, this Agreement contains all the of the parties with respect to the subject matters contained herein, supersedes any prior agreements, and may not be changed by an agreement in writing signed by the parties hereto. In the event of a conflict of interest between any provision of Contractor's proposal of June 20, 2013 and the terms and conditions set forth in this agreement, terms and conditions of this agreement shall control.
- 11.4 **FORCE MAJEURE:** Neither Contractor nor Delaware Tech shall be liable for the failure to perform its respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, labor dispute, vandalism, war, riot, sabotage, weather, and energy related closing, governmental rules and Executive Orders, States of Emergency, unavailability of food and supplies or like causes beyond the reasonable control of such party, except for payment of monies owned.
- 11.5 **GOVERNING LAW:** This Agreement shall be construed in accordance with the laws of the State of Delaware.

- 11.6 ATTORNEYS FEES: If any action or proceeding is necessary to enforce the provisions of this Agreement, including any claim or demand, or to interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may otherwise be entitled, whether or not such action or proceeding is prosecuted to judgment.
- 11.7 RESERVATION OF RIGHTS: A waiver of any failure to perform under this Agreement by either party shall neither be construed as nor constitute a waiver of any subsequent failure.
- 11.8 UNENFORCEABLE PROVISIONS: If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remaining terms of this Agreement shall continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have set their hand and seal on the day and year set forth below.

DELAWARE TECHNICAL &
COMMUNITY COLLEGE

Original on File (SEAL)

By: Orlando J. George, Jr.
President

Date: 7-26-13

CONTRACTOR

Original on File (SEAL)

By: Paul H. Buchness, Proprietor
Lighthouse Catering

Date: 7-23-13

Addendum A
Division of Costs and Responsibilities

	Contractor	College
FOOD		
Food Purchasing	X	
Processing of Invoices	X	
Payment of Invoices	X	
LABOR		
Payment of Hourly Regular Full-Time Wages	X	
Payroll Taxes of Hourly Employees	X	
Fringe Benefits and Insurance of Hourly Employees	X	
Preparation of Hourly Employees Payroll	X	
Processing of Hourly Employees Payroll	X	
SUPPLIES		
Detergent and Cleaning Supplies	X	
Paper Supplies	X	
Menu Paper and Printing	X	
Postage	X	
Taxes/Licenses	X	
Pest Control		X
Utilities		X
CLEANING		
Ceiling, Light Fixtures and Fans	X	
Dishwashing	X	
Equipment	X	
Hoods	X	
Floors	X	
Rest Rooms	X	
Vents from Hoods to Outside		X
Walls		X
Kitchen/Serving Area	X	
Dining Area		X
Outside Maintenance		X
ADDITIONAL ITEMS		
China/Silverware Glassware – Original Purchase to Inventory Level Required for Operation		X
Telephone – Local	X	
Telephone – Long Distance	X	
Removal of Trash and Garbage from Kitchen	X	
Removal of Trash and Garbage from Eating Area	X	
Removal of Trash and Garbage from Premises		X
Replacement of Expendable Equipment (pots, pans, etc.)		X
Replacement of Non-Expendable Items		X
Products and Public Liability Insurance	X	
Cost of Repairing Equipment		X
Ticket Printing	X	
Travel (local)	X	
Uniforms for Employees	X	
Table Linens	X	
Vehicle for Food Transport including Maintenance	X	
Provisions for a fully equipped office including File Cabinets		X

Expenses and responsibilities for operation of the food service facility will be divided according to the following:

