



GENERAL CONDITIONS FOR VENDING AND CATERING CONTRACTS

1. **SUPPLY OF ITEMS:** Supplier shall supply and pay for all labor, equipment, supplies, materials, necessary supervision and any other item or service needed for the provision of food and beverages as contemplated hereby, except those items, if any, specified to be supplied by Owner.
2. **PERFORMANCE:** Supplier shall perform the vending and catering services contemplated hereby in the best and most workmanlike manner, using qualified, efficient and careful workers, in strict conformity with generally accepted professional practices, including, without limitation, standards of hygiene and sanitation, and in compliance with all safety rules and regulations prescribed by Owner for work performed on Owner's premises.
3. **VENDING MACHINES:** Where vending and catering services herunder involve the use of vending machines, the following provisions shall apply:
 - A. Supplier shall install the vending machines without charge to Owner and shall pay all federal, state and local taxes or license fees now and hereafter imposed on the vending machines or sales of products from the vending machines. Owner shall furnish necessary utilities of the type and amount available at Owner's premises.
 - B. The vending machines shall remain Supplier's property. Supplier shall maintain, service and keep the vending machines in good working order and condition and shall keep them adequately supplied on a regular basis with appropriate merchandise. Supplier shall have access to the vending machines for these purposes during Owner's regular business hours.
 - C. Owner shall not misuse, tamper with or abuse any of the vending machines and shall not alter, deface or remove any name plates, numbers, lettering or insignia thereon without Supplier's consent. Owner shall not repair any of the vending machines, but shall give Supplier reasonable notice if any vending machines break down.
 - D. Supplier shall pay Owner the commissions, if any, specified herein within fifteen (15) days following the end of each month during which the vending machines are installed on Owner's premises on all merchandise sold during such month.
 - E. Upon termination of this Contract, Supplier shall remove the vending machines from Owner's premises. If Supplier fails to remove the vending machines within fifteen (15) days after the effective termination date, Owner may sell, store or otherwise dispose of the vending machines for Supplier's account.
4. **WARRANTIES:** Supplier warrants that all food and beverages supplied hereunder shall be suitable and fit for human consumption and use in all respects and that Supplier and all food and beverages supplied hereunder shall comply with all applicable federal, state and local laws and regulations.
5. **INDEMNITY:**
 - A. Supplier shall indemnify, save harmless and defend Owner, its subsidiaries, its affiliated companies and the directors, officers, employees, agents and representatives of any of the foregoing from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses of whatsoever kind or character, including, without limitation, attorney's fees and expenses, arising out of or by reason of any liability or obligation in any manner caused or occasioned by or claimed to be caused or occasioned by, any act, omission, fault or negligence of Supplier or anyone acting on his behalf, including, without limitation, subcontractors and Suppliers, their subcontractors and subSuppliers and the directors, officers, employees, agents and representatives of any of the foregoing, in connection with our incident to this Contract or the provision of services or the supply of food and/or beverages hereunder except where caused by the concurrent negligence of Owner, its directors, officers, employees, agents and representatives (other than Supplier or anyone acting on his behalf), in which event Supplier's liability for the payment of damages, costs and expenses hereunder shall be reduced in proportion to the negligence of Owner, its directors, officers, employees, agents and representatives (other than Supplier or anyone acting on his behalf) on the basis of comparative negligence or fault.
 - B. Without limiting the foregoing, Supplier shall indemnify, save harmless and defend Owner, its subsidiaries, its affiliated companies and the directors, officers, employees, agents and representatives of any of the foregoing from and against any and all suits,

actions, legal proceedings, claims, demands, damages, costs and expenses, arising out of or by reason of any injuries (including death) or damage to any person or entity employed by or acting on Supplier's behalf in connection with this Contract, except where caused by the concurrent negligence of Owner, its directors, officers, employees, agents and representatives (other than Supplier or anyone acting on his behalf), in which event Supplier's liability for the payment of damages, costs and expenses hereunder shall be reduced in proportion to the negligence of Owner, its directors, officers, employees, agents and representatives (other than Supplier or anyone acting on his behalf) on the basis of comparative negligence or fault.

C. Supplier's obligations under this Article 5 shall continue without limitation as to time, notwithstanding the extinguishment of other rights and duties under this Contract by completion, Contract termination or any other manner.

6. INSURANCE:

A. Supplier shall, at his expense, procure and maintain the following insurance:

a) WORKERS COMPENSATION INSURANCE in the amount required by all applicable laws, including, without limitation, the Longshore and Harbor Workers' Compensation Act and any other federal compensation act or maritime act, and EMPLOYER'S LIABILITY INSURANCE to a limit of not less than \$1,000,000. Supplier before commencing any work under this Contract shall be qualified under the workers' compensation laws of the state or states in which the work or any portion of the work is to be performed and shall at all times comply with the provisions of said laws. All subcontractors of Supplier shall be required by Supplier to maintain the above described insurance coverage and to comply with qualification requirements of all applicable workers' compensation laws; Supplier shall do so on behalf of his subcontractors if his subcontractors fail to maintain said insurance or comply with said qualification requirements.

b) COMPREHENSIVE GENERAL LIABILITY INSURANCE, including, without limitation, automobile liability covering Supplier and his employees for all of Supplier's operations hereunder, including, without limitation, the operations of all subcontractors, the operation of vehicles and equipment by Supplier or any and all subcontractors and liability assumed under the "Indemnity" provision of this Contract, with limits of not less than \$1,000,000 as a combined single limit for injury to, or death of, any person or persons and for property damage, including consequential loss, arising out of any single occurrence.

B. Prior to commencement of any work under this Contract, Supplier shall provide Owner with certificates of insurance which demonstrate compliance with the terms of this Article 6. The Comprehensive General Liability Policy (a) shall name Kaiser Aluminum as an additional insured, (b) shall provide that other insurance which Owner may have to insure loss shall be in excess of and not contribute to a loss to which the insurance provided herein by Supplier is applicable, and (c) shall provide that the insurer waives any right to subrogation which might arise by reason of any payment under the policies against Kaiser Aluminum, its subsidiaries, its affiliated companies and the agents and employees of any of the foregoing.

C. Insurance deductibles, if any, shall not exceed \$10,000 per occurrence and shall be absorbed entirely by Supplier with no contribution by Owner. In the event of a reduction or exhaustion of any aggregate limit, Supplier shall secure additional insurance or shall have excess insurance available so as to comply at all times with the above requirements as to limits.

7. TERMINATION: This Contract may be terminated by either party upon not less than thirty (30) days' prior written notice to the other party. Termination of this Contract shall not affect any rights or obligations accrued prior to the effective date of termination.

8. NOTICES: All notices under this Contract shall be in writing and may be served by either party on the other by hand, facsimile, telex, telegram, cablegram or regular mail addressed to the respective party at the address indicated in this Contract. The address of either party may be changed at any time by written notice of such change to the other party. Any such notice shall be effective upon delivery to the intended recipient or seven (7) days after being placed in the ordinary course of the mail, postage paid and properly addressed, whichever occurs first.

9. INDEPENDENT CONTRACTOR: Supplier shall perform the vending and catering services hereunder solely as an independent contractor and not as the agent or employee of Owner.

10. ASSIGNMENT AND SUBCONTRACTING: Neither this Contract nor any right, privilege or obligation hereunder shall be assigned or delegated by subcontract or otherwise in whole or in part by Supplier without the prior written consent of Owner. Any attempted assignment without such prior written consent shall be void.

11.WAIVER: No waiver of any provision of this Contract shall constitute a waiver of any other provision of this Contract or of the same or any other provision in any other instance. No waiver shall be effective except in writing signed by the authorized representatives of the parties hereto.

12.ENTIRE CONTRACT: This Contract contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all negotiations, proposals, agreements and understandings, whether written or oral, with respect thereto. No amendment, variance or change in the provisions of this Contract shall be effective except in writing signed by the authorized representatives of the parties hereto.

13.APPLICABLE LAW AND VENUE: This Contract shall be governed by and construed in accordance with the laws of the State where Owner's facility or office requiring the vending or catering services is located without reference to principles regarding conflicts of laws. Any action brought in connection with this agreement shall be brought in the state courts located in or federal courts with venue that includes the county where Owner's facility or office requiring the vending or catering services is located, unless the parties shall mutually agree otherwise, and the parties hereto hereby irrevocably consent to the jurisdiction of such courts.