

**SUBCONTRACTOR TEMPORARY VENDOR AGREEMENT**

(for the limited sampling and retail sale of F&B products)

**THIS SUBCONTRACTOR CONCESSION AGREEMENT** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, by and between Levy Premium Foodservice Limited Partnership, an Illinois limited partnership, having its principal place of business at 980 North Michigan Avenue, Chicago, Illinois 60611 (“Levy”), and \_\_\_\_\_ inc. (“Temporary vendor”).

**WITNESSETH:**

**WHEREAS**, Levy, pursuant to the terms of a certain Food and Beverage Service Contract (the “F&B Agreement”) with Nassau Events Center, LLC (the “Client”), has been selected to operate and manage certain concessions and all food and beverage services at NYCB Live presents Nassau Veterans Memorial Coliseum, located in Uniondale, New York (the “Facility”); and

**WHEREAS**, Levy and Temporary Vendor desire that Temporary Vendor enter into this Agreement pursuant to which Temporary Vendor shall be granted the right to provide certain services in the Facility in accordance with the terms and conditions set forth below; and

**WHEREAS**, Temporary Vendor represents that it possesses the necessary qualifications to provide the services described herein.

**NOW, THEREFORE**, Levy and Temporary Vendor agree as follows:

**ARTICLE 1: TEMPORARY VENDOR RIGHTS**

1.1 Sampling of Products. Levy grants to Temporary Vendor the right to conduct the sampling of only those of Temporary Vendor products (the “Products”) identified on Exhibit “A”, attached hereto and incorporated herein, from locations at the Facility to be designated by the building (the “Temporary Vendor Locations”). Temporary Vendor shall not offer for sale any food, beverage or merchandise other than the Products. Notwithstanding the foregoing and anything contained herein to the contrary, Temporary Vendor hereby agrees that Levy has the right, in Levy’s sole discretion, to terminate the sampling and of the Temporary Vendor if said is sampling is deemed to be contrary to items listed in exhibit A or not in accordance with local department of health laws and regulations at any time during the Term.

1.2 Sales of Retail Products. Levy grants to Temporary Vendor the right to conduct the sales of only those of Temporary Vendor products (the “Products”) identified on Exhibit “B”, attached hereto and incorporated herein, from locations at the Facility to be designated by the building (the “Temporary Vendor Locations”). Temporary Vendor shall **ONLY** offer for sale any food, beverage or merchandise in a retail format and not for consumption on site. Notwithstanding the foregoing and anything contained herein to the contrary, Temporary Vendor hereby agrees that Levy has the right, in Levy’s sole discretion, to

terminate the operation of the Temporary Vendor if said sales are deemed to be contrary to items listed in exhibit B or not in accordance with local department of health laws and regulations at any time during the Term.

1.3 Pricing, Packaging & Size. Before commencing the sampling of the Products, Temporary Vendor shall submit to Levy in writing proposed size offerings and packaging for sampling and Levy shall meet and mutually agree on the size offerings and packaging of all Products. Information must be submitted in writing at least 30 days prior to start of the event.

### **ARTICLE 3: CLEANING RESPONSIBILITIES**

Temporary Vendor shall be responsible for maintaining a high standard of service, hygiene, cleanliness and sanitation in each of the Temporary Vendor Locations and the surrounding areas. Temporary Vendor Locations may be closed temporarily until remedied or, in the case of on-going violations, Temporary Vendor may be terminated.

### **ARTICLE 4: APPLICABILITY OF CONCESSION SERVICES AGREEMENT**

That certain F&B Agreement by and between Levy and Client, except as expressly modified by the terms and conditions set forth in this Agreement, shall apply to Levy and Concessionaire such that: (i) Temporary Vendor hereby agrees to comply with all of Levy's requirements and will conform its operation and management of the Temporary Vendor Locations; (ii) Temporary Vendor shall have no rights against Client nor shall it have any beneficial, creditor or other interest, direct or indirect, in the F&B Agreement, such document being incorporated herein solely for the purpose of establishing the respective obligations of Temporary Vendor and Levy with respect to the operation and management of the Temporary Vendor Locations leased to Temporary Vendor hereunder; and (iii) in the event the F&B Agreement is terminated or expires, the Term shall similarly terminate or expire upon the effective date thereof, without any liability on the part of Levy, even if any such termination was alleged to have been the result of Levy's performance thereunder.

Notices. All notices required by the terms of this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, or by traceable overnight courier service to the addresses set forth below, or to such other address as Levy may designate in writing:

Levy Premium Foodservice Limited Partnership:

Levy at Nassau Veterans Memorial Coliseum  
1255 Hempstead Turnpike  
Uniondale, NY 11553  
Attn: Director of Operations

**ARTICLE 5: ASSIGNMENT**

This Agreement shall not be assigned by Temporary Vendor without the written consent of Levy, which consent may be withheld in Levy's sole discretion.

**ARTICLE 6: ENTIRE AGREEMENT**

This Agreement represents the entire agreement between Levy and Concessionaire. The terms and conditions of this Agreement supersede all prior negotiations, representations, or agreements, either written or oral. Business conditions may occasionally dictate modifications to the specific terms of this Agreement; however, no changes shall be binding on the parties unless reduced to writing and signed by Levy and Concessionaire.

**ARTICLE 16: GOVERNING LAW AND FORUM**

This Agreement shall be governed by, construed and enforced, in accordance with the laws of the State of Illinois without regard to conflict of law principles. The parties agree that any and all disputes, controversies, or claims of whatever nature arising out of or relating to this Agreement or breach thereof shall be only resolved by a state or federal court in the State of Illinois, and the parties hereby consent to the exclusive jurisdiction of such courts in any action or proceeding arising under or brought to challenge, enforce, or interpret any of the terms of this Agreement.

\* \* \* \* \*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized representatives the day and year first set forth above.

LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP, an Illinois limited partnership

By: Levy GP Corporation, an Illinois corporation

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: Authorized Signatory

TEMPORARY VENDOR:

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

OWNER:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

