FOOD SERVICE MANAGEMENT AGREEMENT
between
SHORELINE COMMUNITY COLLEGE DISTRICT NUMBER 7
and
COMPASS GROUP USA, INC.,
CHARTWELLS DIVISION

THIS AGREEMENT is made and entered into by and between Shoreline Community College District Number 7, an agency of the State of Washington organized and operating under authority of Chapter 28B.50 of the Revised Code of Washington (RCW) with principal offices at 16101 Greenwood Avenue North, Shoreline, Washington 98133-5696, hereinafter referred to as the “College”; and Compass Group USA, Inc., a Delaware corporation with principal offices at 2400 Yorkmont Road, Charlotte, North Carolina 28217-4511, acting by and through its Chartwells Division, holding a certificate of authority to transact business in the State of Washington pursuant to Chapter 23B.15 RCW and registered in the State of Washington under Uniform Business Identifier No. 601-584023, hereinafter referred to as “Chartwells.” The College and Chartwells may each be individually referred to as a “Party” and collectively referred to as the “Parties.”

IT IS THE PURPOSE OF THIS AGREEMENT to grant to Chartwells, as an independent contractor, an exclusive license to provide and manage the College’s food service program, including campus food sales, catering, espresso-deli, and manual vending service (collectively, the “Services”) within the confines of the campus of Shoreline Community College that is located at 16101 Greenwood Avenue North, Shoreline, Washington 98133-5696.
Avenue North, Shoreline, Washington 98133 (the “Premises”), and an exclusive license to sell to students, employees, guests, and other persons at said Premises food products, non-alcoholic beverages and other such articles (“Products”) as will be approved by the College. Chartwells will render the Services within the facilities of the Premises, including but not limited to the food preparation, serving, dining, and storage areas (“Facilities”) designated for performance of the Services. Chartwells will provide vending service through the Canteen Vending Division of Compass Group USA, Inc.

The College desires to have food service available to its students, employees, guests, visitors, and facility rental clients. In furtherance of this objective, the College will allow Chartwells to engage in a for-profit (or -loss) venture, and to use College-owned space and equipment to provide the Services. The College does not and will not guarantee a profit in this venture. It is mutually agreed by the Parties that Chartwells will allow for the limited sale of snacks, candy, and non-alcoholic beverages by and within the confines of the College’s bookstore, the selection of which items available for such sale will be mutually agreed upon by the Parties. It is the College’s intent that the pricing of menu items will be appropriate to the market area and students’ and employees’ budgets. Changes in Chartwells’ menu pricing structure will require the approval of College, which approval shall not unreasonably be withheld or delayed.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Article I
EXHIBITS AND PRECEDENCE

Each of the four (4) exhibits denoted A through D and listed below in this Article is by this reference hereby incorporated into this Agreement. In the event of an inconsistency in this Agreement, the inconsistency will be resolved by giving precedence in the following order:

1. Applicable federal and State of Washington statutes and regulations
2. This Agreement
3. Exhibit A: Financial Arrangements
4. Exhibit B: Responsibility Summary
Article II
GRANT OF LICENSE

In exchange for provision of the Services to the College and its students, employees, guests, visitors, and facility rental clients, the College grants to Chartwells an exclusive, limited-term license to provide and manage the Services in the Facilities on the Premises, and an exclusive, limited-term license to sell the Products to students, employees, guests, visitors, and facility rental clients at said Premises. This license allows Chartwells to engage in a for-profit (or -loss) venture, and to use College-owned space and equipment to provide the Services. The College does not and will not guarantee to Chartwells a profit in this venture.

It is mutually agreed by the Parties that, this exclusive license notwithstanding, Chartwells will allow for the limited sale by the College of snacks, candy, and non-alcoholic beverages within the confines of the College’s bookstore, the selection of which items available for such sale will be mutually agreed upon by the Parties.

Article III
PERIOD OF PERFORMANCE

A. The period of performance under this Agreement will be from February 15, 2008, or date of execution, whichever is later, through June 30, 2011, unless sooner terminated as herein provided (the “Term”). It will thereafter renew itself automatically for one-year periods until notice of termination in writing is given by either Party as provided herein.

B. Notwithstanding the above, either Party may terminate this Agreement for any reason by providing notice of termination in writing ninety (90) days prior to the proposed termination date.

C. If either Party refuses, fails, or is unable to perform or observe any of the terms or conditions of this Agreement, the Party claiming such failure will
give the other Party a written notice of such breach. If the failure has not been corrected within thirty (30) days from such notice (or, with respect to default in payment, within ten (10) days from such notice), the non-breaching Party may terminate this Agreement effective ten (10) days after the end of said period.

D. In the event that the Services are not returning to Chartwells a fair and equitable profit, Chartwells will so notify the College in writing. The College and Chartwells will agree on new financial arrangements satisfactory to both Parties within thirty (30) days of such notification. If such arrangements are not agreed upon, this Agreement may be terminated by Chartwells effective ten (10) days after the end of said thirty-(30-) day period.

E. In the event of a termination for any reason, all amounts outstanding will become due and payable to Chartwells or the College, as the case may be, immediately upon termination.

F. Upon termination or expiration of this Agreement, Chartwells will, as soon thereafter as is feasible, but in no event later than thirty (30) days after the effective date of termination or expiration of this Agreement, vacate all parts of the Premises occupied by Chartwells, remove its vending machines and equipment (if any), and return the Facilities to the College, together with all equipment furnished by College pursuant to this Agreement, in the same condition as when such equipment was originally made available to Chartwells, allowing for reasonable wear and tear, fire, and other casualty loss.

G. At the termination of this Agreement, if requested by Chartwells and agreed to by the College, the College may either purchase directly or cause Chartwells’ successor to purchase Chartwells’ usable inventory of food and supplies. The purchase price for such food and/or supplies will be at Chartwells’ cost.

Article IV
CHARTWELLS’ RESPONSIBILITIES

A. Pursuant to the provisions of this Agreement, Chartwells will operate and manage its Services hereunder at such locations as agreed upon and maintain its Services with appropriate merchandise of good quality at reasonable prices. Where vending is involved, Chartwells will install, service, and maintain at high standards of quality, sanitation, and cleanliness such
mutually-agreed number and type of vending machines at mutually-agreed locations for the sale of Products.

B. Chartwells will comply with all federal, state, and local laws and regulations governing the preparation, handling, and serving of foods. Chartwells will procure and keep in effect all licenses and permits required by law and will post such permits as required by law. Chartwells will comply with applicable federal, state, and local laws and regulations pertaining to wages and hours of employment.

C. Chartwells will hire all employees necessary for the performance of this Agreement. Upon being hired, such employees will be subject to such health examination as proper federal, state, and local authority may require in connection with their employment. All persons employed by Chartwells will be the employees of Chartwells and will be covered by employee dishonesty insurance. In performing work required by this Agreement, Chartwells will not discriminate against any employee, applicant for employment, or customer on the basis of race, ethnicity, religion, creed, sex, color, national origin, sexual orientation, disability, age, or other protected status in violation of federal, state, or local law. Chartwells and its officers, employees, and agents shall comply with state and federal laws and College policies prohibiting sexual harassment and other forms of sex discrimination.

D. Chartwells will perform all necessary mopping of the floors in the storage, food service preparation and servery areas. Chartwells will maintain conditions of sanitation and cleanliness. The physical plant, services, and food prepared and/or offered by Chartwells will at all times be subject to inspection by an authorized person or persons designated by the College.

E. Chartwells will maintain books, records, documents, data, and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Chartwells will retain such records for a period of three (3) years following the end of the fiscal period to which such records pertain. At no additional cost, these records, including but not limited to materials generated under this Agreement, and such business records as are directly relevant to the financial arrangements set forth in Exhibit A, will be subject at all reasonable times to inspection, review, or audit by the College, personnel duly authorized by the College, the Washington State Auditor’s Office, and federal and state officials so authorized by law, regulation, or agreement. Chartwells’ proprietary and confidential information shall not be subject to audit and inspection by the
College. The cost of any inspection, examination, or audit by the College will be at the sole expense of the College, and such inspection, examination, and audit will be conducted at the Chartwells locations where said records are normally maintained. If any litigation, claim, or audit is started prior to the expiration of the three- (3-) year period set forth above, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

F. Chartwells agrees that its employees and agents will comply with and observe all applicable rules and regulations concerning conduct on the Premises that the College imposes upon the College’s employees and agents.

Article V
COLLEGE’S RESPONSIBILITIES

A. The College will, without cost to Chartwells, provide Chartwells with the necessary space for the operation of the Services and will furnish, without cost to Chartwells, all utilities and the Facilities reasonable and necessary for the efficient performance of this Agreement by Chartwells, including, but not limited to, heat, hot and cold water, steam, gas, lights and electric current, garbage removal services, exterminator services, sewage disposal services, duct and vent cleaning, office space and equipment, and telephone service. The College will, at its own cost and expense, install necessary utility outlets at the designated areas where vending equipment is to be located.

B. The College will, at its cost and expense, provide the Facilities, equipment and floor space necessary for the efficient provision of the Services. The College will maintain, repair and replace said equipment and Facilities at its own expense. The College will maintain such equipment and Facilities in a safe operating condition and in compliance with applicable federal, state, or local laws or regulations, including but not limited to the Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW. However, if equipment provided by the College becomes inoperative, hazardous, or inefficient to operate, Chartwells will have the right to undertake repairs or replacements at the expense of the College if the College fails to do so after having been given five (5) business days to correct the equipment deficiency. The College will permit Chartwells to have the use of all such equipment and Facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. Chartwells agrees that all equipment and items of equipment now or hereafter furnished by the College to Chartwells are the sole property of the College, and Chartwells agrees not
to change, deface, or remove any symbol or mark of identity upon said equipment or items of equipment furnished by the College.

C. All employee benefits accrued by the College or the previous food service management provider prior to the commencement date of this Agreement will be paid as a cost of the College. Chartwells will pay only those employee benefits accrued during the Term of this Agreement.

D. The College will be responsible for all necessary cleaning of walls, windows, and electric light fixtures, and all necessary scrubbing, mopping, and polishing of floors in the dining room areas, as well as any areas adjacent to stands or carts, the loading dock, and the service elevator used in performance of the Services, at no cost to Chartwells.

E. A detailed responsibility summary of the Parties’ respective responsibilities is set forth in Exhibit B.

Article VI
FINANCIAL ARRANGEMENTS

The financial arrangements of this Agreement are set forth in Exhibit A. The financial terms have been negotiated between the Parties upon the condition that Chartwells will operate its Services at the same points of service and remain in operation only during the hours agreed to when Chartwells begins operations hereunder. If the College desires Chartwells to operate its Services at additional points of service and/or for additional hours, the College and Chartwells will mutually agree on the appropriate financial arrangements for the new additional points of service and/or additional hours.

Article VII
INDEPENDENT CONTRACTOR RELATIONSHIP

The Parties intend that an independent contractor relationship will be created by this Agreement. Chartwells and its employees or agents performing under this contract are not employees or agents of the College. Chartwells will not hold itself out as or claim that its officers or employees are officers or employees of the College or of the State of Washington by reason hereof, nor will Chartwells make any claim of right, privilege, or benefit that would accrue to such officers or employees under law. Conduct and control of the work will be solely with Chartwells.
Article VIII
SUBCONTRACTING

Chartwells shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. In no event shall the existence of any subcontract operate to waive or modify any of Chartwells’ obligations under this Agreement or to release or reduce the liability of Chartwells to the College for any breach in the performance of such obligations. Chartwells shall be solely responsible for ensuring that its subcontractors comply with all applicable provisions of this Agreement. The provisions of this Article are not intended to apply to contracts of employment entered into by Chartwells with its employees providing the Services under this Agreement.

Article IX
CONTRACT MANAGEMENT

The Contract Manager for each of the Parties will be the contact person for all day-to-day operations and billings in the performance of this Agreement.

A. For the College:

Ms. Mary Kelemen, Director of Auxiliary Services
Shoreline Community College
16101 Greenwood Avenue North, Building 9000
Shoreline, Washington 98133-5696
Telephone (206) 546-4733
Telefacsimile (206) 546-9730
Electronic mail mkelemen@shoreline.edu

B. For Chartwells:

Mr. Brian Smith, District Manager
Chartwells Higher Education — Pacific Northwest
5250 South Choctaw Way
Boise, Idaho 83709-5805
Telephone (208) 362-1908
Telefacsimile (208) 362-1926
Mobile telephone (208) 869-3002
Electronic mail brian.smith@compass-usa.com
Either Party may change its designated Contract Manager or the Contract Manager’s address or contact information as long as said Party provides notice to the other Party, using a means for giving notice as specified in Article XL, below.

Article X
SPACE AND EQUIPMENT

The College will provide space for the operation of a food service, catering operation, and espresso-deli service.

A. Apart from catering services, Chartwells shall use the College’s facilities to prepare food for use in the service areas only, unless otherwise approved by the College’s Contract Manager. Chartwells will provide all carts and mobile materials handling equipment as necessary in the conduct of operations. The College will provide Chartwells with facilities and equipment for food and beverage services (excluding transportation vehicles), including adequate dry, refrigerated, and freezer storage areas; and sanitary toilet facilities for Chartwells’ employees, completely equipped and ready to operate; and space for a manager’s office as reasonably required for efficient operation. Except as Chartwells shall give notice to the College pursuant to Article XL, below, prior to commencement of its performance, the facilities and equipment originally provided by the College shall be deemed to be complete and operable and adequate for effective performance under this Agreement.

B. Chartwells may provide and install, at its expense, additional equipment after first receiving the written approval of the College.

C. With the exception of equipment provided with the Investment described in Exhibit A, which shall be the property of the College, all equipment provided by Chartwells will remain the personal property of Chartwells; regardless of the manner by which said property is attached or affixed to the College’s real property. Chartwells will have the right to remove, or, at the College’s request, to sell to the College at fair market value, such equipment within thirty (30) days after the expiration of this Agreement, subject to the other provisions of this Agreement. Chartwells will restore the College’s property to its original condition when removing Chartwells-owned equipment, with an exception for reasonable wear and tear.

D. The College will have the right to install any additional equipment and make any alterations to the Facilities, in a manner compatible with the existing Facilities.

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E. The College and Chartwells will each be responsible for compliance with all federal, state, and local health and safety regulations with respect to equipment, other facilities, and cafeteria space over which that Party has operating control.

**Article XI**

**INVENTORY OF TABLEWARE AND SMALLWARES**

The College will provide an adequate initial supply of glassware, chinaware, and silverware. Chartwells will maintain the supply of such items delivered as a direct cost of its operations. The College has also provided an adequate initial inventory of small equipment (pots, pans, and similar items), and Chartwells shall maintain the inventory of such items supplied as a direct cost of its operations. The College and Chartwells shall jointly conduct an inventory of all supplies and equipment at least annually, at such time(s) as may be mutually agreed, and on termination or expiration of this Agreement. Chartwells shall replace or pay for all missing items in such annual inventories, and for damaged items at the College’s option, within forty-five (45) days of inventory completion.

**Article XII**

**TREATMENT OF ASSETS**

A. Except as otherwise provided herein, title to all property furnished by a Party shall remain in the name of such Party.

B. Any property of the College furnished to Chartwells shall, unless otherwise provided herein or approved by the College, be used only for the performance of this Agreement.

C. Chartwells shall be responsible for any loss or damage to property of the College that results from Chartwells’ negligence or that results from Chartwells’ failure to maintain and administer such property in accordance with sound management practices.

D. If any College property is lost, destroyed or damaged, Chartwells shall immediately notify the College and shall take all reasonable steps to protect such property from further damage.

E. Chartwells shall surrender to the College all property of the College prior to settlement upon completion, termination, or cancellation of this Agreement.
F. All reference to Chartwells under this Article shall also include Chartwells’ employees, agents, or duly authorized subcontractors.

Article XIII
CHARTWELLS’ PURCHASES

Chartwells will make all purchases in its own name and shall not in any way bind the College to Chartwells’ contractual agreements.

Article XIV
LICENSES AND PERMITS

Chartwells will maintain all licenses and permits required to operate as a food service vendor in the State of Washington, County of King, and the City of Shoreline.

Article XV
TAXES

A. Chartwells will pay when due all applicable federal, state, local, and other governmental taxes or assessments which it incurs in connection with its operations and performance under this Agreement, including license and permit fees, except that sales tax will be handled as provided below.

B. Each Party will be responsible for collecting and remitting the retail sales taxes which are due on the sales it makes.

C. The College will pay when due all applicable federal, state, local, and other governmental property taxes or assessments which it incurs in connection with the Premises, equipment, and utilities.

Article XVI
OPERATING HOURS

Chartwells shall perform and operate on such schedule as is mutually agreed to by the Contract Managers or designees. The philosophy of operation is that every effort will be made to ensure that the College and Chartwells mutually agree, but the College reserves the right to make decisions on substantial matters. The food
serving area will be closed during school breaks except for scheduled events. Changes to the schedule must have the approval of the College’s Contract Manager.

Article XVII  
CATERING

Catering or banquet services provided by Chartwells will be for specific occasions and locations, as mutually agreed to by the Contract Managers. Chartwells will prepare catered meals as requested. The College will be supplied with such information related to Chartwells’ costs as the College’s Contract Manager may specify. The College reserves the right to charge (i.e., add) an administrative fee for all events requiring food service, except daily cafeteria and espresso-deli service.

Article XVIII  
ALCOHOLIC BEVERAGE SERVICE

Alcoholic beverages may be served at special functions. Chartwells must be prepared with a plan of operation pertaining to the service of alcohol, to be approved in writing by the College’s Vice President for Administrative Services, Vice President for Academic Affairs, or President (or person holding such a position in an acting or interim capacity). This plan includes the provision that when alcohol is served, Chartwells will obtain or cause to be obtained by the client a banquet permit or special event license from the Washington State Liquor Control Board, and that Chartwells will provide all bar service, including bartending, at all events.

Article XIX  
MENU AND PRICING

Changes in Chartwells’ menu pricing structure will require the approval of College, which approval shall not unreasonably be withheld or delayed.

Chartwells will supply the College’s Contract Manager with the schedule of retail prices to be charged for all food and beverage items. Chartwells’ retail, catering, and espresso-deli prices will be in line with regular pricing structures of comparable food operators surveyed in the local area. Subject to the provisions of this Article, when and if disputes arise over pricing, the decision of the College’s Contract Manager will be final.
Any requests by Chartwells for price changes during the Term of this Agreement shall be submitted to the College’s Contract Manager with such justifying evidence as may be requested in advance of such implementation and shall not be put into effect until the College concurs. Normally, prices will be negotiated annually by mutual agreement of both Parties, and upon renewal of this Agreement. In general, such price changes shall not be effective for thirty (30) days, but the College will not unreasonably withhold or delay approval for an earlier effective date where there have been major market changes. In the event the College and Chartwells do not agree upon price increases, Chartwells will be permitted to increase prices in an amount equal to the greater of (a) the increase over the prior year in the Employment Cost Index, Private Industry, Compensation, 12-Month Percent Change, Not Seasonally Adjusted (Series CIU20100000000000A), as published by the United States Department of Labor, Bureau of Labor Statistics, or its successor index, or (b) the change in the Consumer Price Index — All Urban Consumers (Current Series), Seattle-Tacoma-Bremerton, Washington, Area, Food Away from Home (Series CUURA423SEFV, CUUSA423SEFV), as published by the United States Department of Labor, Bureau of Labor Statistics, or its successor index, for the most recently available twelve- (12-) month period preceding the anniversary date of this Agreement.

**Article XX**

**HOUSEKEEPING AND SANITATION**

Chartwells will, as a direct cost of its operations, maintain standards of housekeeping and sanitation in areas under its responsibility to the satisfaction of the College and governmental authorities including the requirements of the Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW. Housekeeping standards for all areas of operation shall be presented in a formal written program by Chartwells on or before the fifteenth (15th) day of the first (1st) month of this Agreement or such other date as may be mutually agreed, for review and approval by the College’s Contract Manager. Chartwells will be responsible for daily cleaning and housekeeping of the food storage, service, preparation, and servery areas in Chartwells’ care and control; washing all trays, dishes, glassware, and utensils; and cleaning all preparation and food service equipment in Chartwells’ care and control. Chartwells will also be responsible for prompt cleaning of all service area furnishings in Chartwells’ care and control so that such are clean, neat, and orderly at all times. The College will be responsible for pest control.
Article XXI
INDEMNIFICATION AND HOLD HARMLESS

Each Party shall be responsible for claims and damages to persons or property resulting from acts or omissions on the part of itself and its officers, employees, and agents. Neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a Party to this Agreement. Neither Party to this Agreement shall be considered the agent of the other Party.

Chartwells waives any immunity under Title 51 RCW to the extent required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents or employees.

Article XXII
COLLEGE’S INSURANCE STATEMENT

As an agency of the State of Washington, the College warrants that it is self-insured against liability claims in accordance with the risk management and tort claims statutes, including Chapter 4.92 RCW and RCW 43.41.280 et seq. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy for all tort liability claims against the College and its officers, employees, and agents acting as such, and all such claims must be filed and processed as provided therein.

Article XXIII
CHARTWELLS’ INSURANCE

Chartwells will secure, pay the premium for, and keep in force until the expiration of this Agreement, and any renewal thereof, adequate insurance as described below, such insurance to specifically include liability assumed by Chartwells under this Agreement and to name the College as an additional insured. Chartwells will further secure, pay the premium for, and keep in force until the expiration of this Agreement, and any renewal thereof, worker’s compensation insurance as required by applicable law.

A. Commercial General Liability Insurance. Chartwells shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than one million dollars ($1,000,000) per occurrence. If CGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the per-occurrence limit. CGL
insurance shall have a products–completed operations aggregate limit of at least twice the per-occurrence limit. CGL insurance shall be written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage. All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain a separation-of-insured’s (cross-liability) condition.

B. **Products Insurance.** Appropriate Products Liability to be included in combined single limit liability with limits of not less than one million dollars ($1,000,000).

C. **Automobile Insurance.** In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned or unowned by Chartwells, automobile liability insurance will be combined single limit liability with limits of not less than one million dollars ($1,000,000).

D. **Subcontractors’ Insurance.** Chartwells is responsible for ensuring that any and all subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

E. **Employer’s Liability (“Stop-Gap”) Insurance.** Chartwells shall carry employer's liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than one million dollars ($1,000,000) per accident for bodily injury by accident and one million dollars ($1,000,000) per employee for bodily injury by disease.

F. The above insurance policies shall include the following provisions:

1. **Cancellation.** The College shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accordance with the following specifications:

   a. Insurers subject to Chapter 48.18 RCW. The insurer shall endeavor to give the College forty-five (45) days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the College shall be given ten (10) days advance notice of cancellation.

   b. Insurers subject to Chapter 48.15 RCW. The College shall be given twenty (20) days advance notice of cancellation. If cancellation is due to non-payment of premium, the College shall be given ten (10) days advance notice of cancellation.
2. **Identification.** The policy must refer to the State of Washington, the College's legal name, and the term of this Agreement.

3. **Insurance Carrier Rating.** All insurance and bonds shall be issued by companies admitted to do business in the State of Washington and that have a rating of A–, Class VII or better in the most recently published edition of reports published by the A.M. Best Company. Any exception shall be reviewed and approved in writing by the College. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15, Washington Administrative Code.

4. **Excess Coverage.** By requiring insurance herein, the State of Washington does not represent that coverage and limits will be adequate to protect Chartwells, and such coverage and limits shall not limit Chartwells’ liability under the indemnities and reimbursements granted to the State of Washington in this Agreement.

5. **Worker’s Compensation Coverage.** Chartwells will at all times comply with all applicable worker’s compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State of Washington will not be held responsible in any way for claims filed by Chartwells or its employees for services performed under the terms of this Agreement.

6. The insurance required will be issued by an insurance company or companies authorized to do business within the State of Washington, and will name the State of Washington, the College, and its officials, agents, and employees as additional insureds on all general liability, excess, umbrella, and property insurance policies.

Chartwells will submit to the College within fifteen (15) calendar days of this Agreement’s effective date a certificate of insurance that outlines the coverage and limits defined in this article.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State of Washington. Chartwells will submit renewal certificates as appropriate during the term of the Agreement. Chartwells will instruct the insurers to endeavor to give the College thirty (30) calendar days advance notice of any insurance cancellation.
7. Chartwells will not use or allow on the College’s premises anything that will invalidate any policy of insurance now or hereafter carried on any of the College’s property, or which may be dangerous, or which will cause an increase in the rate of fire insurance on the Premises, nor will Chartwells do or permit anything tending to create a nuisance or injure the reputation of the Premises. Chartwells will prevent the creation of any objectionable noise and the emission of offensive odors, it being understood that noise and odors associated with Chartwells’ normal operations will be deemed non-objectionable and non-offensive for purposes of this provision.

Article XXIV
ACCIDENT REPORTING

Chartwells agrees that in the event of an accident of any kind, Chartwells will immediately notify the College’s Contract Manager after notifying the appropriate safety agency or agencies, and thereafter furnish a full written report of such accident.

Article XXV
PRIVACY

Personal information collected, used, or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification, or loss. To the extent that personal information is within the possession or control of Chartwells or its employees, Chartwells will protect such personal information according to commercially reasonable standards, and no less rigorously than it protects its own similarly sensitive confidential information.

Each Party agrees that it shall use commercially reasonable efforts to monitor the use of and access to any personal information within such Party’s possession or control and that it shall promptly notify the other Party, in writing, in the event that it has knowledge of any unauthorized use of or access to such personal information that could reasonably be expected to harm an employee or customer. Such written notice shall describe, in reasonable detail, such instance of unauthorized use or access.

Any breach of this provision may result in termination of the contract for cause, pursuant to Article III.C., and the demand for return of all personal information.
Chartwells agrees to indemnify and hold harmless the College for any damages related to Chartwells’ negligent disclosure of personal information.

**Article XXVI**

**ACCESS TO COLLEGE PREMISES**

Chartwells will have reasonable access to the Premises prior to commencement of operations pursuant to this Agreement in order to ensure uninterrupted food and beverage service. Similarly, Chartwells will allow its successor such reasonable access to the premises during the thirty (30) days immediately preceding the expiration of the term of this Agreement. All of Chartwells’ requests for access to the premises will be directed to and scheduled by the College’s Contract Manager.

**Article XXVII**

**VACATION OF PREMISES**

On termination or expiration of this Agreement, Chartwells will vacate all parts of the Premises occupied by it and will restore the same, together with all equipment furnished by the College, to the College in the same condition as when originally made available to Chartwells, with an exception for reasonable wear and tear, and loss or destruction due to fire or other casualty. Chartwells and the College will jointly conduct a closing inventory, and Chartwells will replace or repair all lost, damaged, or destroyed College-supplied equipment to make up a deficiency between opening and closing inventories. Surrendered premises and equipment will be left in a clean, orderly state satisfactory to the College’s Contract Manager.

**Article XXVIII**

**COLLEGE’S RIGHT OF INSPECTION**

Chartwells shall provide the College, its authorized agents, and all authorized agents or officials of the State of Washington or the federal government, with access the Facilities, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.
Article XXIX
NON-ENDORSEMENT

The selection of Chartwells to supply services to the College is neither an endorsement nor a suggestion that Chartwells is the best or only solution. Chartwells agrees to make no reference to the College in any literature, promotional material, brochures, sales presentation, or the like without express written consent of the College.

Article XXX
PUBLICITY

Chartwells agrees to submit to the College all advertising and publicity matters relating to this Agreement wherein the College’s name is mentioned or language used from which the connection of the College’s name may, in the College’s judgment, be inferred or implied. Chartwells agrees not to publish or use such advertising and publicity matters without the prior written consent of the College.

This Article shall not be deemed to restrict Chartwells from listing the College as a client in its sales and marketing materials and proposals to prospective clients.

Article XXXI
CONFLICT OF INTEREST

Notwithstanding any determination by the Washington State Executive Ethics Board or other tribunal, the College may, in its sole discretion, by written notice to Chartwells, terminate this Agreement if it is found after due notice and examination by the College that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving Chartwells in the procurement of, or performance under, this Agreement.

In the event that this Agreement is terminated as provided above, the College shall be entitled to pursue the same remedies against Chartwells as it could pursue in the event of a breach of the contract by Chartwells. The rights and remedies of the College provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law.
Article XXXII
COVENANT AGAINST CONTINGENT FEES

Chartwells warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established agents maintained by Chartwells for securing business.

The College shall have the right, in the event of breach of this Article by Chartwells, to annul this Agreement without liability or, at its discretion, to recover the full amount of such commission, percentage, brokerage, or contingent fee.

Article XXXIII
LIENS, CLAIMS, AND ENCUMBRANCES

All materials, equipment, or services will be free of all liens, claims, or encumbrances of any kind, and if the College requests, a formal release of same will be delivered to the College.

Article XXXIV
FORCE MAJEURE

Except for payment of sums due, neither Party will be liable to the other or deemed in default under this Agreement if and to the extent that such Party's performance of this Agreement is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the Party affected and could not have been avoided by exercising reasonable diligence. Force majeure will include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either Party is delayed by force majeure, said Party will provide written notification within forty-eight (48) hours. The notification will provide evidence of the force majeure to the satisfaction of the other Party. Such delay will cease as soon as practicable, and written notification of same will be provided. The time of completion will be extended by modification to this Agreement for a period equal to the time that the results or effects of such delay prevented the delayed Party from performing in accordance with this Agreement. The College reserves the right to cancel this Agreement and/or purchase materials, equipment, or services from the best available source during the time that Chartwells suspends performance due to force majeure, and Chartwells will have no recourse against the College.
Article XXXV
WORKER'S RIGHT TO KNOW

The Washington State Department of Labor and Industries requires employers and employees to be aware of the hazardous substances in their work environment. Washington Administrative Code (WAC) 296-62-054 requires, among other things, that all manufacturers and/or distributors of hazardous substances must include completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with (1) the identity of the hazardous material, (2) appropriate hazardous warnings, and (3) the name and address of the chemical manufacturer, importer, or other responsible party.

The effect of this regulation on this Agreement is that Chartwells is required to keep a file, at the job site, readily available to its employees, of MSDS reports for all hazardous wastes used in Chartwells’ operations. The Department of Labor and Industries may levy appropriate fines against employers for noncompliance, and agencies may withhold payment pending receipt of a legible copy of the MSDS. It should be noted that Occupational Safety and Health Administration (OSHA) Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information regarding “carcinogenic ingredients” and “routes of entry” of the product(s) in question.

Article XXXVI
AMERICANS WITH DISABILITIES ACT

Chartwells will be solely responsible for responding to all requests for disability accommodations for its employees under the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) or other similar federal, state, or local law, except when such accommodation requires significant modification or alteration of College-owned property. In this latter event, the Parties will negotiate an agreement to share equitably the costs of the required modification or alteration. If the Parties cannot reach an agreement for this purpose, they will designate a neutral third party to determine the appropriate allocation of these costs.

Article XXXVII
CONFIDENTIALITY

Chartwells may regard as confidential and proprietary certain information that it would not willingly share with competitors or successors, including trade secrets,
recipes, food service surveys and studies, management guidelines, software, and operating procedures, manuals, and handbooks. If Chartwells reasonably designates specific items of such information as “proprietary,” in writing, the College will not disclose that information before at least two years after the termination of this Agreement (which restriction will survive such termination) except (a) to College employees or agents who have direct, supervisory, or management responsibilities for food or catering services to be provided under this Agreement and who are similarly bound to maintain it in confidence as required hereunder, (b) as expressly authorized by Chartwells, (c) if that information was lawfully obtained other than from Chartwells or is already lawfully known to members of the public, or (d) to the extent that disclosure is required by law or governmental authority. Information thus designated as proprietary will remain Chartwells’ exclusive property, and the College will not duplicate it except upon express written authorization by Chartwells. If College receives a request under the state public records law for proprietary information, it will promptly notify Chartwells of that request so that Chartwells may, if it chooses, seek a court order to prevent disclosure. In the event of a breach of this provision, the injured Party may seek equitable relief in addition to any remedies available at law.

Article XXXVIII
EMPLOYEES

It is mutually understood and agreed that employees of Chartwells are not nor will they be deemed to be employees of the College and that employees of the College are not nor will they be deemed to be employees of Chartwells. Chartwells’ employees performing any work on the Premises will be subject to the rules and regulations established by the College as reasonable and necessary for its Premises, the Facilities, equipment, offices, and utilities. Neither Party will during the Term of this Agreement, or for one year thereafter, solicit to hire, hire, or contract with either Party’s employees who manage any Services or any other highly compensated employees, or any persons who were so employed by the other Party, whether at the Premises or at any other facility operated by the other Party (“Managerial Employees”), any time within one (1) year prior to the termination or expiration of this Agreement, nor will the College permit Managerial Employees of Chartwells to be employed on the College’s Premises, for a period of one (1) year subsequent to the termination or expiration of this Agreement (unless such employees were formerly employees of the College), whether as an individual or as owner, partner, majority stockholder, director, officer, or employees of a food service provider (the “One-Year Non-Solicitation”). In the event of any breach of such One-Year Non-Solicitation, the breaching Party will pay, and the injured Party will accept, an amount equal to twice the annual salary of the relevant employee as liquidated damages.
Article XXXIX
PROPRIETARY MARKS

The Parties acknowledge that the names, logos, service marks, trademarks, trade
dress, trade names, and patents, whether or not registered, now or hereafter owned
by or licensed to a Party or, in the case of Chartwells, to its affiliated and parent
companies (collectively, “Marks”) are proprietary Marks of their respective owners.
Neither Party will use Marks of the other Party for any purpose except as expressly
permitted in writing by the owning Party. Upon termination of this Agreement,
both Parties will discontinue the use and display of Marks owned by the other
Party, and the non-owning Party will allow the owning Party to remove all of the
owning Party’s goods bearing its Marks.

Article XL
NOTICES

All notices provided relevant to this Agreement will be delivered by hand, by United
States Mail, or by overnight courier and addressed to Parties as follows:

A. If to the College:

    Mr. Stuart A.T. Trippel
    Acting Vice President for Administrative Services
    Shoreline Community College
    16101 Greenwood Avenue North, Suite 1019
    Shoreline, Washington 98133-5696

B. If to Chartwells:

    Compass Group USA, Inc., dba Chartwells
    ATTENTION: Mr. Steven M. Sweeney, President
    and Chief Executive Officer
    3 International Drive
    Rye Brook, New York 10573-7500

    with a copy to

    Compass Group USA, Inc.
    ATTENTION: General Counsel
    2400 Yorkmont Road
    Charlotte, North Carolina 28217-4511
Notice will be deemed to have been received three days after mailing, provided that proof of mailing is obtained by the sending Party. Either Party may change its designated representative or address for receipt of notice as long as said Party provides notice to the other Party, using either means for giving notice provided herein.

**Article XLI**  
**LIMITATION OF AUTHORITY**

Only the College’s Vice President for Administrative Services, Vice President for Academic Affairs, or President (or person holding such a position in an acting or interim capacity) shall have the authority to execute this Agreement or to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the College’s Vice President for Administrative Services, Vice President for Academic Affairs, or President (or person holding such a position in an acting or interim capacity).

**Article XLII**  
**GOVERNING LAW; CONSTRUCTION; VENUE**

This Agreement shall be governed by the laws of the State of Washington (except for the conflict of laws provisions thereof) and shall be construed in accordance therewith. Venue for any dispute arising under or relating to this Agreement shall lie in King County, Washington.

**Article XLIII**  
**DISPUTE MEDIATION**

The Parties agree that it is in their mutual interest to attempt to resolve any disputes arising from this Agreement in a cooperative manner by direct negotiation between them, and they will endeavor to do so prior to beginning a mediation process as provided in this Article.

Except as provided herein, no civil action with respect to any dispute, claim, or controversy arising out of or relating to this Agreement may be commenced until the matter has been submitted to an independent third party (“Mediator”) for mediation. Either Party may commence mediation by providing the other Party a
written request for mediation, pursuant to Article XL, above, setting forth the subject of the dispute and the relief requested. The Parties will cooperate with each other in selecting a Mediator and in scheduling the mediation proceedings. The Parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by either of the Parties, their agents, employees, experts, and attorneys, and by the Mediator, will be considered confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discusable as a result of its use in the mediation. Either Party may seek equitable relief prior to mediation to preserve the status quo pending the completion of mediation. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of a Party’s filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the Parties so desire. The provisions of this Article may be enforced by any court of competent jurisdiction.

Article XLIV
ATTORNEYS’ FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

Article XLV
ASSURANCES

The College and Chartwells agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

Article XLVI
COMPLETE AGREEMENT; MODIFICATION

This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements, understandings, negotiations, and discussions, oral or written, express or implied. The Parties agree that no other
representations, inducements, promises, agreements, or warranties relating to this Agreement, oral or otherwise, have been made to or by them. No modification or waiver of this Agreement shall be valid or binding unless signed in writing by authorized representatives of the Parties.

Article XLVII
ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, will be transferred or assigned by Chartwells without prior written consent of the College. Notwithstanding the foregoing, Chartwells may assign this Agreement to an affiliated company or wholly owned subsidiary (a “Related Entity”) without prior approval and without being released from any of its responsibilities hereunder. In the case of such assignment to a Related Entity, Chartwells will provide notice of such assignment to the College pursuant to the provisions of Article XL, above.

Article XLVIII
WAIVER

The waiver by a Party of any default or breach of this Agreement, or the failure of a Party to enforce any provision hereof or to exercise any right or privilege hereunder, shall not be deemed to waive any prior or subsequent breach or default, the enforcement of any provision hereof, or the exercise of any right or privilege hereunder, unless otherwise stated in a writing signed by an authorized representative of the Party and attached to the original Agreement.

Article XLIX
SEVERABILITY

If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder is consistent with applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
Article L
COUNTERPARTS

This Agreement may be executed in two or more counterparts, including by means of faxed signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THIS AGREEMENT, consisting of twenty-eight (28) pages and four (4) exhibits, is executed by the persons signing below, who warrant that they have the authority to execute the Agreement.

DATED as of this 15th day of February, 2008.

For SHORELINE COMMUNITY COLLEGE DISTRICT NUMBER 7

By

Printed name  Stuart A.T. Trippel

Its  Acting Vice President

for Administrative Services

APPROVED AS TO FORM ONLY FOR SHORELINE COMMUNITY COLLEGE DISTRICT NUMBER 7

By electronic mail message
dated February 8, 2008,
7:56 a.m. Pacific Standard Time,
from Alan Smith to Stuart Trippel.

Alan Smith
Assistant Attorney General
For COMPASS GROUP USA, INC.

By ________________________________ Date

Printed name ________________________________

Its ________________________________
Exhibit A

FINANCIAL ARRANGEMENTS

1. **Profit-and-Loss Basis.** Chartwells will operate its Services for its own account on a profit-and-loss basis. Profits shall be the excess, if any, of Gross Sales (as defined below) during any fiscal year over the sum of (a) all direct and indirect costs of performing the Services, (b) the amortization expense described below, and (c) the cumulative operating deficit, if any, from prior operating periods during the term of this Agreement.

2. **Commissions.** Chartwells shall pay commissions to the College on a monthly basis in the following amounts:

<table>
<thead>
<tr>
<th>Service</th>
<th>Commissions</th>
</tr>
</thead>
<tbody>
<tr>
<td>All services other than vending</td>
<td>5.0 percent</td>
</tr>
<tr>
<td>Vending services</td>
<td>20.0 percent</td>
</tr>
</tbody>
</table>

“Gross Sales” shall mean all money received for sales or Services rendered at or from the Premises, excluding: (1) receipts from sales of meals to employees of Chartwells, (2) any service charge made, collected, and turned over to employees, (3) the proceeds of the sale of any fixtures or equipment, (4) proceeds from the sale or liquidation of any inventory which is not sold at retail, (5) any commission or processing fee paid in connection with sales by credit or bank cards, and (6) sales and other taxes collected by Chartwells or any other vendor as required by governmental authorities.
3. **Investment and Pre-Opening Expenses.** Chartwells will fund an investment in the College’s dining service program to fund capital improvements to the College’s premises to facilitate the dining service program, and to fund Pre-Opening Expenses (as defined below), in a total sum not to exceed Sixty Six Thousand Two Hundred Forty Dollars ($66,240.00) (collectively, the “Investment”). The portion of the Investment attributed to capital improvements will not exceed Fifty Thousand Dollars ($50,000.00), and the portion of the Investment attributed to Pre-Opening Expenses shall not exceed Sixteen Thousand Two Hundred and Forty ($16,240.00) Dollars. The Investment will be disbursed on a schedule as mutually agreed to by Chartwells and the College. The portion of the Investment attributed to capital improvements shall accrue interest at a rate of Nine and Three-Quarters Percent (9.75%) per annum (the “Interest”). The Investment (inclusive of capital improvements and Pre-Opening Expenses, together with Interest on the portion of the Investment attributed to capital improvements), will be amortized on a straight-line basis over four (4) years from January 2008, through December 2011. The College shall hold title to items funded by the Investment. Pre-Opening Expenses include, but are not limited to, travel, meals, lodging, opening promotions, and advertising, accounting and operating manuals and systems, interviewing and relocation, salaries and fringe benefits, crew training, and other expenses related to preparing for, and commencing performance of, the Services. If this Agreement expires or is terminated for any reason prior to the full amortization of the Investment and Interest, the College will be liable for and promises to pay to Chartwells the unamortized portion of the Investment and Interest immediately upon expiration or termination.

4. **Credit Terms.** All amounts due to Chartwells shall be paid within thirty (30) days of the invoice date or will be considered past due. Past-due amounts due to Chartwells will be subject, at Chartwells’ option, to a service charge of up to One and One-Half Percent (1.5%) per month of the unpaid balance. All costs of collection of past-due amounts including, but not limited to, reasonable attorneys’ fees and costs, shall be chargeable to and paid by the College.

5. **Catering.** Chartwells shall provide catering services to College on and off the Premises as requested. Financial arrangements shall be negotiated by the Parties on an event-by-event basis. Chartwells shall invoice the College for the catering services, and the College shall pay said invoices within ten (10) days of receipt. Catering performed for a third party shall require a Fifty Percent (50%) deposit upon booking with the remaining Fifty Percent (50%) due the day of the event.
6. Rebates and Discounts. The College accepts that Chartwells or its parent company, Compass Group USA, Inc. (“Compass”) may receive volume, trade, or cash discounts for items purchased as part of doing business at the College and that those discounts will accrue to Chartwells and/or Compass and will not be credited back to the College. The College understands that certain charges reflected on Chartwells’ profit and loss statement are based on a portion of overall company expenses.
Exhibit B
RESPONSIBILITY SUMMARY

Chartwells  College

Food
Food purchasing................................................................. X
Processing of invoices ......................................................... X
Payment of invoices ............................................................. X

Non-management labor
Payment of regular full-time salaries ......................... X
Payment of student (part-time) salaries ......................... X

unless through a college work-study program .................... X
Payment of sick leave pay after Chartwells begins services .... X
Payment of holiday pay ........................................................ X
Payroll taxes ........................................................................ X
Fringe benefits and insurance............................................. X
Preparation of payroll.......................................................... X
Processing of payroll............................................................ X
Training and development cost ........................................... X
<table>
<thead>
<tr>
<th>Management</th>
<th>Chartwells</th>
<th>College</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Taxes, fringe benefits, and insurance</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>District and regional management costs</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Management relocation</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

| Additional items                                                          |            |         |
| Local telephone                                                           | X          |         |
| Long-distance telephone                                                   | X          |         |
| Removal of trash and garbage from kitchen                                 | X          |         |
| Removal of trash and garbage from Premises                                | X          |         |
| not in the kitchen                                                        |            |         |
| Depreciation of equipment and investment                                  | X          |         |
| Initial inventory of dishes, silverware, and other food service equipment | X          |         |
| Replacement of china, glass, and flatware                                  | X          |         |
| Replacement of expendable equipment (e.g., pots and pans)                 | X          |         |
| Repair to infrastructure (e.g., vents to outdoors, natural gas lines)    | X          |         |
| Repair to equipment                                                        | X          |         |

*unless due to negligence or misuse*

| Fire insurance                                                            | X          |         |
| Products and public liability insurance                                    | X          |         |
| Natural gas and electric utilities (even if metered to food service)      | X          |         |
Supplies

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

Sales and use tax
Sales and use tax on cash sales and purchases
from service vendor .................................................. X

Cleaning
Equipment and hoods within arms’ reach .................. X
Vents from hoods to outside ................................ ...... X
Floors and walls in food service preparation,
servery, and storage areas ....................................... X
Floors and walls in dining, public, dock, and
service areas .......................................................... X
Ceilings and fans ........................................................ X
Light fixtures .............................................................. X
Tables and chairs ....................................................... X
Public restrooms ......................................................... X

Services
Bussing of dishes from tables in cafeteria ................. X
Banking receipts ........................................................ X
FOOD SERVICE MANAGEMENT AGREEMENT
between
THE STATE OF WASHINGTON,
SHORELINE COMMUNITY COLLEGE DISTRICT NUMBER 7
and
COMPASS GROUP USA, INC.,
CHARTWELLS DIVISION

Exhibit C
COLLEGE’S REQUEST FOR PROPOSALS NO. SCC-04-07
19 double-sided sheets following
FOOD SERVICE MANAGEMENT AGREEMENT
between
THE STATE OF WASHINGTON,
SHORELINE COMMUNITY COLLEGE DISTRICT NUMBER 7
and
COMPASS GROUP USA, INC.,
CHARTWELLS DIVISION

Exhibit D
CHARTWELLS’ PROPOSAL DATED JULY 12, 2007
100 double-sided sheets following