

FOOD SERVICE AGREEMENT

This Food Service Agreement (the “Agreement”) is made as of this 11th day of June 2025, and effective on July 1, 2025, between Palos Heights School District 128 (the “District”), and Country House Restaurant of Alsip, Inc., an Illinois corporation (“Country House”).

RECITALS

WHEREAS, the District operates and manages a School Lunch Program providing lunch meals and beverages for its students at Independence Junior High School, Indian Hill School, Chippewa Elementary School, and Navajo Heights School (collectively “the Schools”);

WHEREAS, the District does not have the resources to provide the lunch meals and beverages for its School Lunch Program at the Schools;

WHEREAS, the District wishes to engage Country House for the purpose of providing it with lunch meals and beverages in order to facilitate its provision of lunch meals and beverages to its students in connection with its operation of its School Lunch Program at the Schools;

WHEREAS, Country House wishes to provide the District with lunch meals and beverages in order to assist the District with its provision of lunch meals and beverages to its students at the Schools;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the District and Country House agree as follows:

SECTION ONE SCOPE OF SERVICES

Country House shall provide the following services: (a) prepare and deliver the lunch meals and beverages agreed upon as set forth in SECTION TWO A. below, and (b) set up such lunch meals and beverages ready for serving.

SECTION TWO
MENU SELECTION PRICING AND PAYMENT

- A. As soon as practicable prior to the end of each month, the District and Country House shall agree upon the number of lunch meals and beverages to be provided by Country House at each of the Schools for the following month as well as the days of service, menu and price to be charged to the District for such lunch meals and beverages.
- B. No later than the fifth (5th) day of each month Country House shall present to the District a detailed invoice itemizing the lunch meals and beverages provided by Country House to the Schools for the previous month. Such invoice shall be due and payable in accordance with the Illinois *Local Government Prompt Payment Act* (50 ILCS 505/1, *et seq.*) after delivery of such invoice to the District.
- C. The prices charged by Country House for lunch meals and beverages shall be inclusive of food and beverage costs, meal and beverage preparation and delivery, and meal and beverage set up. For the 2025-2026 school year will be \$6.55 for paid lunches (including beverage) and \$4.75 for the free/reduced lunches.
- D. The services to be provided by Country House hereunder and the prices to be charged by Country House are on the condition that the District places no less than sixty (60) meal and beverage orders per month when students are in attendance during the regular school term.

SECTION THREE
TERM OF AGREEMENT

Subject to SECTION FOUR below, this Agreement shall be for a one (1) year period commencing on July 1, 2025 and expiring on June 30, 2026 (“Initial Term”). Either the District or Country House may terminate this Agreement effective at the expiration of its Initial Term by providing written notice of termination at least sixty (60) days prior to the expiration of the Initial Term. If such

notice is not provided by either party, this Agreement shall continue on the same terms and conditions set forth in this Agreement for one (1) additional period of one (1) year.

SECTION FOUR TERMINATION

This Agreement may be terminated prior to its expiration by either party upon the material breach of this Agreement by the other party. In the event of a claimed breach, the non-breaching party shall provide fifteen (15) days notice to the other party specifying the factual circumstances giving rise to the breach. If the breach is not cured to the satisfaction of the non-breaching party within the fifteen (15) day period, this Agreement will terminate automatically upon the expiration of the notice period.

SECTION FIVE TYPE OF FOOD AND BEVERAGES

Country House shall furnish and provide the highest quality food and beverage items.

SECTION SIX LEGAL COMPLIANCE AND INSURANCE

A. Country House shall comply with all municipal, county, state and federal health laws in the delivery of its services under this Agreement.

B. Country House maintains adequate insurance in connection with the services to be provided hereunder, including general comprehensive liability and workers' compensation insurance.

SECTION SEVEN INDEPENDENT CONTRACTOR STATUS

Country House shall be an independent contractor. No partnership is intended to be entered into by this Agreement.

SECTION EIGHT FORCE MAJEURE

Neither Party shall be liable for the nonperformance of, or for the failure or delay to perform, any obligation under this Agreement arising out of or resulting from circumstances beyond the control of the affected Party, including without limitation, natural disasters or acts of God; fire; flood; war; epidemics, pandemics, or outbreak of communicable disease; public health crises; quarantines; government acts, orders or restrictions; health or safety related school closure; or civil commotion or disorder (each, a “Force Majeure Event”).

So long as any Force Majeure Event continues, the Parties’ obligations under this Agreement shall be suspended and excused. Further, upon the occurrence of a Force Majeure Event, the Parties shall discuss what, if any, modifications of the terms of this Agreement or modifications of performance or of obligations may be necessary to address the Force Majeure Event and in order to arrive at an equitable solution. Failing this, either Party may then terminate this Agreement by providing ten (10) days prior written notice to the other Party and this Agreement shall terminate upon the expiration of the notice period.

SECTION NINE INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless, the other, including their respective boards, board members, officers, employee, and agents from and against all claims, suits, judgments, liabilities, or costs (including reasonable attorneys fees) for injury, illness, or death to persons, and damage or destruction to property to the extent arising from the negligent acts or omissions or intentional misconduct of the indemnifying party or its employees or agents. The obligations of this Section Nine shall survive expiration or termination of this Agreement.

**SECTION TEN
ASSIGNMENT**

This Agreement may not be assigned by Country House without the prior written consent of the School.

**SECTION ELEVEN
COMPLETE AGREEMENT**

This Agreement contains all the covenants, understandings, agreements, and stipulations between the parties and the parties declare their intention to be legally bound by the Agreement. The Recitals set forth above are incorporated herein by reference.

**SECTION TWELVE
AUTHORITY TO EXECUTE**

The District's authorized representative who has executed this Agreement warrants that she is authorized by the District to execute this Agreement on its behalf. Country House's representative who has executed this Agreement warrants that he is authorized to execute this Agreement on its behalf.

IN WITNESS WHEREOF, the District and Country House have caused their respective names to be signed hereto by their authorized representatives.

**PALOS HEIGHTS
SCHOOL DISTRICT 128**

**COUNTRY HOUSE
RESTAURANT OF ALSIP, INC.**

By: Merryl B. Brownlow, Ed.D.
Its: Superintendent

By: David Boundas
Its: Executive Vice-President and
CFO