

INTERIM CONCESSION AGREEMENT FOR GLENCOE GOLF CLUB

This Interim Agreement is entered into this 20th day of March 2026 (“*Effective Date*”), and is by and between the **VILLAGE OF GLENCOE**, an Illinois home rule municipal corporation (“*Village*”), the **VILLAGE OF GLENCOE**, an Illinois home-rule municipality (“*Village*”), and the **CLUBHOUSE GROUP, INC.**, an Illinois corporation (“*Vendor*”).

WITNESSETH:

WHEREAS, the Village is the operator of the premises commonly known as the Glencoe Golf Club, located at 621 Westley Road, Glencoe, Illinois, (“*Golf Club*”) which is operated as a public golf course on land owned by the Village of Glencoe and the Cook County Forest Preserve District; and

WHEREAS, the Village operates the Golf Club on behalf of, and as an instrumentality of, the Village; and

WHEREAS, the Village is in the process of constructing a new permanent clubhouse to accommodate a restaurant, bar, indoor and outdoor banquet/event spaces, two multi-sport simulators, golf shop, and office facilities (“*Clubhouse*”); and

WHEREAS, Village issued a request for proposals from potential vendors for a long-term restaurant, bar, and event catering concession agreement for the Clubhouse; and

WHEREAS, Village has determined that the Vendor submitted the most comprehensive and advantageous proposal and intends to award the concession to the Vendor; and

WHEREAS, the Village intends to open the Golf Club as of April 1st for the 2026 golf season; and

WHEREAS, the construction of the Clubhouse and its associated facilities is not expected to be completed until late summer or early autumn of 2026; and

WHEREAS, the Vendor has agreed to provide limited concession services to the Village in the manner described in this Interim Concession Agreement through and until the Clubhouse construction is complete (“*Interim Concession*”); and

WHEREAS, the limited concession services set forth in this Interim Concession Agreement will require the Vendor to provide a limited menu of food and drinks (“*Concession Service*”) using a food trailer and Beverage Cart (collectively the “*Concession Facilities*”) provided by the Village; and

WHEREAS, the Parties to this Interim Agreement intend to negotiate and execute a long-term concession agreement that will supersede and replace this Interim Concession Agreement prior to the completion of construction work on the Clubhouse; and

WHEREAS, the Village and the Vendor desire to enter into this Interim Agreement to set forth their respective rights and responsibilities concerning the use by the Vendor of

the Concession Facilities, and the operation of the Interim Concession thereon;

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions herein contained, the parties mutually agree as follows:

1. **Concession Facilities.** The Concession Facilities consist of a mobile food service trailer (“**Food Trailer**”) and a gas powered beverage service cart (“**Beverage Cart**”) as further described and depicted in **Exhibit A** attached to this Interim Agreement.

2. **Term of Agreement.** The term of this Interim Agreement is for period commencing on the Effective Date. The term of this Interim Agreement will end upon the earlier of the following occurrences:

- a. the date on which the Parties enter into a long-term concession agreement for the provision of food, beverage, and event-catering services in the Clubhouse; or
- b. the end of the 2026 Village Golf Season as determined by the Club Manager.

Notwithstanding any other provision of this Interim Agreement, either the Village or the Vendor may terminate this Concession Agreement at any time upon 90 days written notice to the other party.

3. **Concession Fee.** The Vendor must pay to the Village as consideration for being granted the Interim Concession a portion of Vendor’s Net Sales corresponding to the percentages below, no later than the 20th day of the succeeding month s: (“**Concession Fee**”):

- a. 8% of Net Sales of food.
- b. 10% of Net Sales of alcohol.
- c. 12% of Net Sales from catering and private events.

For the purpose of calculating the Concession Fee, "Net Sales" shall be defined as gross receipts collected by the Vendor, less the costs of returns, allowances, discounts and sales tax..

4. **Scope of Interim Concession.**

a. The Village hereby grants the Vendor the right to operate the Concession Facilities on the premises of the Golf Club in accordance with the terms, conditions, and requirements of this Interim Agreement.

b. The Vendor will offer the menu of food and beverages attached to this Interim Agreement as **Exhibit B** (“**Interim Menu**”) at the Food Trailer. Vendor must submit any changes to the Interim Menu to the General Manager of the Village (“**Club Manager**”) in advance of the removal or addition of a menu item. The Club Manager will either approve or deny requests for changes in no less than two business days.

c. The prices charged by the Vendor for services, food, and drinks shall be as set forth on the Interim Menu. Vendor must submit any increase in the prices on the Interim Menu to the Club Manager in advance of the proposed price increase. Price increases may be approved or denied at the sole discretion of the Club Manager.

d. The Vendor will provide Beverage Cart service to golfers in accordance with the conditions set forth in **Exhibit C** as well as such reasonable additional regulations as may be established by the Golf Club General Manager (the "**Club Manager**"); the Vendor may operate the Beverage Cart throughout the premises of the Golf Club to provide beverage service. The Village agrees to make the Beverage Cart available to the Vendor on a daily basis, weather permitting, from at least 7:00 a.m. until 8:00 p.m. during the term of this Agreement.

e. Vendor may only serve alcoholic beverages to persons over the age of 21 pursuant to a valid Village-issued liquor license and in accordance with the requirements of the Village Code. All persons serving alcoholic beverages on behalf of the Vendor must be BASSET certified.

f. The Vendor will also be required to stock and maintain the two beverage vending machines on the Golf Club premises upon delivery and installation of the machines.

g. The Vendor must operate the Interim Concession for a period of no less than the hours listed in the chart below (collectively, the "**Hours of Operation**") on each day the Golf Club is open to the public during the term of this Interim Agreement. The Vendor must obtain prior written approval from the Village in order to alter the Hours of Operation or close on any day when the Golf Club is open to the public.

		Hours of Operation	
		Weekdays	Weekends
April	Trailer Beverage cart	7:30 AM - 5:00 PM weather permitting	7:30 AM - 5:00 PM weather permitting
May	Trailer Beverage cart May 15 th start	6:30 AM – 7:00 PM 10:30 AM – 5:00 PM	6:00 AM – 7:00 PM 9:00 AM – 6:00 PM
June	June- Trailer Beverage cart	6:30 AM – 7:00 PM 10:30 AM – 6:00 PM	6:00 AM – 7:00 PM 9:00 AM – 6:00 PM
July	Trailer Beverage cart	6:30 AM – 7:00 PM 10:30 AM – 6:00 PM	6:00 AM – 7:00 PM 9:00 AM – 6:00 PM
August	Trailer Beverage cart	6:30 AM – 7:00 PM 10:30 AM – 6:00 PM	6:00 AM – 7:00 PM 9:00 AM – 6:00 PM
Sept.	Trailer Beverage cart	7:00 AM – 6:00 PM weather permitting	6:30 AM – 6:00 PM weather permitting
Oct.	Beverage cart	7:30 AM – 5:30 PM weather permitting	7:00 AM – 5:30 PM weather permitting

h. During inclement weather, the Village may close the Golf Club and the Concession Facilities to preserve public safety. The Vendor may not operate the

Interim Concession during any such closures.

i. The Vendor may not use or permit the Concession Facilities to be used for any other purpose than the Interim Concession as set forth herein, or for any unlawful, immoral, or indecent activity. The Vendor must confine its activities to the Concession Facilities.

j. The Vendor covenants and agrees not to maintain any nuisance in the Concession Facilities which may be in any manner injurious to or endanger the health, safety and comfort of the persons in the vicinity of the Concession Facilities.

5. **Delivery.** The Vendor may only accept delivery of products and materials for the Interim Concession during times at which Vendor personnel are present. The Village has no obligation to accept any delivery on behalf of the Vendor.

6. **Equipment/Maintenance.** The Village agrees to provide, and to allow the Vendor to use for the Interim Concession, the equipment listed in the Village Equipment Manifest attached as ***Exhibit C***. The Village will repair and replace the Village-owned equipment if the damage is due to normal wear and tear. The Vendor agrees to provide the equipment licensed in the Vendor Equipment Manifest attached as ***Exhibit D***. The Vendor will be responsible for replacing or repairing any Vendor-owned equipment. The Village is responsible for annual service and maintenance of all Village owned equipment. The Vendor shall be responsible for renting two 100lb propane tanks as well as being responsible for the expense of filling the propane tanks to support operations. The Vendor must provide any other supplies or materials it may need to operate the Interim Concession, at its own expense, including, without limitation, all serving and consumption utensils.

7. **Alteration, Repairs, and/or Improvements.** The Vendor may not make any alterations, repairs, or improvements to the Concession Facilities or Golf Club without first obtaining the prior written consent of the Village. Requests to make any alterations, repairs, or improvements must be in writing.

a. Any such permitted alterations, repairs, or improvements will be made at the expense of the Vendor and, will become the property of the Village.

b. The Vendor may not post any signs outside the Concession Facilities without obtaining the prior written consent of the Village. The Vendor is responsible for the cost of any year-round Interim Concession signage. All signage must comply with the Village's sign ordinance and regulations.

8. **Maintenance of the Concession Facilities.** The Vendor is responsible for the reasonable and proper care of the Concession Facilities. The Vendor must repair, or cause to be repaired, any damage to the property caused by the Vendor or its employees, agents, guests, or patrons. The Vendor must keep and maintain the Concession Facilities in a clean and sanitary condition and must empty all garbage and refuse containers used for the Concession Facilities into dumpster provided by the Village for disposal and collection. In the event that the Vendor observes maintenance issues in the area of the Golf Club located outside of the Concession Facilities, the Vendor is to contact the Club Manager.

9. **Custodial Care.** The Vendor is solely responsible for custodial care and daily cleanup of the Concession Facilities and all adjoining areas, including all Village-owned and Vendor-owned and equipment therein, serving and storage areas that are used by the Vendor and the cleaning of all equipment, tables, and chairs in the public seating areas. The Vendor will be responsible for removing of all grease from the Concession Facilities and cleaning the filters.

10. **Liens.** The Vendor must not allow the Concession Facilities or any portion of the Golf Club at any time during the term of this Interim Agreement to become subject to any lien due to any work by the Vendor or due to any circumstance within the Vendor's control. All contracts and agreements by the Vendor for any work by the Vendor must include provisions specifically prohibiting the creation or imposition of a lien on the Concession Facilities or the Golf Club. The Vendor must provide the Club Manager with an advance copy of any contract or agreement prior to execution so that the Club Manager can confirm that the contract or agreement complies with this Section 10 and all other provisions of this Interim Agreement. The Vendor must, and does hereby, indemnify and hold the Village harmless against any and all liens imposed upon the Concession Facilities or the Golf Club in violation of this Interim Agreement.

11. **Disclaimer.** The Vendor expressly acknowledges that the Village has not made any representations or warranties, express or implied, as to the adequacy, fitness or condition of the Concession Facilities or the premises of the Golf Club for the purposes set forth herein, or for any other purpose or use, express or implied, by the Vendor. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, AND MERCHANTABILITY ARE HEREBY EXCLUDED. The Vendor accepts use of the Concession Facilities and the premises of the Golf Club "AS-IS" and "WITH ALL FAULTS". The Vendor acknowledges that it has inspected the Concession Facilities and has satisfied itself as to the adequacy, fitness and condition thereof.

12. **Security.** The Vendor assumes and exercises full responsibility for the security of the Concession Facilities. The Vendor must provide security for the Concession Facilities in the manner and to the extent it deems necessary, at its expense, provided that access by the Village is assured and not unreasonably restricted in a manner that conflicts with the Village's operation of the Golf Club. Specifically, and without limitation of the foregoing, the Vendor must secure the Concession Facilities during the hours when the concession is not in operation. The Vendor must timely communicate to the Village any and all proposed security measures and obtain the Village's approval prior to the beginning of the term of this Interim Agreement. The Village will not be liable for unauthorized use of the Concession Facilities.

13. **Utilities.** The Village will provide the Concession Facilities with utilities, including water, electric service, garbage service, and internet access.

14. **Taxes.** The Vendor is responsible for, and must pay, all federal, state, and local taxes, including the Village's Food and Beverage Tax, as well as all other charges imposed in connection with the operation of the Interim Concession.

15. **Compliance with Law.**

a. The Vendor must observe and comply with all laws, statutes, ordinances, rules and regulations of the United States government, the State of Illinois, the County of Cook, and the Village, or any department or agency of the foregoing.

b. The Village will have the right to make inspections of the Concession Facilities at any reasonable time to ensure compliance with this Interim Agreement.

16. **Advertisement/Marketing.** The Village will also share information regarding concessions via social media and emails to the Golf Club members. The Vendor will be responsible for providing any other advertisements and marketing. No advertisements or marketing materials for any business other than Concession Facilities operation may be posted or shared at the Golf Club.

17. **Vendor Personnel.** If the Club Manager determines that an employee of the Vendor has failed to perform the Services in a manner satisfactory to the Village, then, immediately upon notice from the Village, the Vendor will remove and replace the employee. The Vendor will have no claim for damages, for compensation in excess of the amount contained in this Interim Agreement, as a result of any removal or replacement.

18. **Destruction of Premises.** If during the term of this Interim Agreement the Concession Facilities or the Golf Club destroyed or damaged by acts of God, war or other catastrophe, so that the same is unfit for use or operation, the Concession Service must abate until such time that said Concession Facilities is duly repaired. In the event such repairs have not been made and the Concession Facilities restored for use by the Vendor, the Vendor, at his option, may terminate this Interim Agreement or continue thereunder pursuant to the terms and conditions hereof. A prorated portion of any Concession Fee prepaid prior to such destruction or damage as is contemplated by this paragraph, will be refunded for the period Vendor was not allowed the use of the Concession Facilities.

19. **Assignments.** The Vendor may not assign, hypothecate, or mortgage this Interim Agreement, or any or all of its rights hereunder to operate the Interim Concession without prior written consent of the Village.

20. **Indemnity.** The Vendor will so conduct its activities upon the Golf Club so as not to endanger any person or lawfully thereon; and must indemnify, save and hold harmless the Village of Glencoe, the Cook County Forest Preserve District and all of their respective officers, agents, employees, and attorneys from any and all claims for losses, injuries, damages, and liabilities to persons or property occasioned wholly or in part by the acts or omissions of the Vendor and the Vendor's agents, officers, employees, suppliers, or subcontractors.

21. **Limitation on Village's Damages.** In no event will the Village be liable to the Vendor for any consequential, incidental, special, and/or indirect damages or losses (in contract, tort and/or otherwise), including but not limited to any lost revenues in connection with this Interim Agreement and/or any breach and/or default by the Village hereunder.

22. **Insurance.** The Vendor must procure and maintain at all times during the term of the Interim Agreement, at the Vendor's own expense, the types of insurance specified

in *Exhibit E*, with insurance companies authorized to do business in the State of Illinois, satisfactory to the Village and carry a minimum policyholder rating of not less than “A” as listed in the Best’s Key Rating Guide, covering all operations under this Interim Agreement, whether performed by the Vendor or by any subcontractors. Upon request from the Village, the Vendor will be required to submit a Certificate and Endorsement for review.

23. **Breach of Contract.**

a. Should the Village become dissatisfied with the operation of the Concession, the Village must provide written notice to the Vendor detailing specific concerns. The Vendor must address these concerns to the Village’s satisfaction within 15 days of receipt of such written notice. Failure to satisfactorily address the Village’s concerns within 15 days shall be considered a breach of this Interim Agreement.

b. In the event of any breach of any of the terms or provisions of this Interim Agreement, the Village will have, in addition to any other recourse, the right to terminate this Interim Agreement, to enter and obtain possession of the Concession Facilities, to remove and exclude any and all persons from the Concession Facilities, and to remove and exclude all property of the Vendor therefrom, all without service of notice or resort to legal process and without any legal liability on its part.

24. **Surrender of Premises upon Termination.** Upon the termination of this Interim Agreement, the Vendor must peaceably surrender and deliver up to the Village possession of the Concession Facilities, including all improvements or additions thereto, in good order and condition, reasonable wear and tear excepted.

25. **Notice.** All notices that are required hereunder, or which the Village or Vendor may desire to serve upon the other party, must be in writing, and will be deemed served when delivered personally, or when deposited in the United States certified mail, postage prepaid, return receipt required, addressed as follows:

If to the Village:

Glencoe Golf Club
Attn: Stella Nanos, General Manager
621 Westley Road
Glencoe, IL 60022
Email: stellan@glencoegolfclub.com

With a copy to:

Village of Glencoe
Attn: Phil Kiraly, Village Manager
675 Village Court
Glencoe, IL 60022
Email: pkiraly@villageofglencoe.org

If to the Vendor:

Clubhouse Group, Inc.
Attn: Nick Drivas
3061 Dundee Rd
Northbrook, IL 60062
Email: NickDrivas@Me.com

26. **Certifications**. The Vendor certifies hereby that it is not barred from entering into this Interim Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Municipal Code and that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

27. **Amendment**. No amendment or modification to this Interim Agreement will be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

28. **Binding Effect**. The terms of this Interim Agreement bind and inure to the benefit of the Parties to this Interim Agreement and their agents, successors, and assigns.

29. **Third Party Beneficiary**. No claim as a third-party beneficiary under this Interim Agreement by any person, firm, or corporation may be made or be valid against the Parties.

30. **Relationship Between the Parties**. It is understood, acknowledged and agreed by the Parties that the relationship of the Vendor to the Village arising out of this Interim Agreement will be that of an independent contractor and is not to be construed as partners or joint venturers. Neither the Vendor nor any employee or agent thereof is an employee or agent of the Village or for any purpose whatsoever.

31. **Provisions Severable**. If any term, covenant, condition, or provision of this Interim Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

32. **Governing Laws**. This Interim Agreement is governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

33. **Entire Agreement**. This Interim Agreement constitutes the entire agreement between the parties to this Interim Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Interim Agreement.

34. **Waiver**. Neither Village nor the Vendor will be under any obligation to exercise any of the rights granted to them in this Interim Agreement except as it is determined to be in its best interest from time to time. The failure of the Village or the Vendor to exercise at any time any such rights will not be deemed or construed as a waiver of right,

nor will the failure void or affect the Village's or Vendor's right to enforce such rights or any other rights.

35. **Consents**. Unless otherwise provided in this Interim Agreement, whenever the consent, permission, authorization, approval, acknowledgment, or similar indication of assent of any party to this Interim Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Interim Agreement, is required in this Interim Agreement, the consent, permission, authorization, approval, acknowledgment, or similar indication of assent must be in writing.

36. **Interpretation**. This Interim Agreement will be construed without regard to the identity of the party who drafted the various provisions of this Interim Agreement. Moreover, each and every provision of this Interim Agreement will be construed as though all parties to this Interim Agreement participated equally in the drafting of this Interim Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party will not be applicable to this Interim Agreement.

37. **Exhibits**. Exhibits A through E are attached to this Interim Agreement, and by this reference incorporated in and made part of, this Interim Agreement. In the event of a conflict between the Exhibits and the text of this Interim Agreement, the text of this Interim Agreement will control.

38. **Conflicts of Interest**. Vendor represents and certifies that, to the best of its knowledge, (a) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Vendor or in this Interim Agreement, or has personally received payment or other consideration for this Interim Agreement; (b) as of the date of this Interim Agreement, neither Vendor nor any person employed or associated with Vendor has any interest that would conflict in any manner or degree with the performance of the obligations under this Interim Agreement; and (c) neither Vendor nor any person employed by or associated with Vendor may at any time during the term of this Interim Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Interim Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto on the date first above written.

ATTEST:

VILLAGE OF GLENCOE, an Illinois home-rule
municipal corporation

By: _____

By: _____
Philip A. Kiraly, Village Manager

CLUBHOUSE GROUP, INC., an Illinois
corporation

By: John A. [Signature]
Its: President / OWNER

ATTEST:

By: _____

Its: _____

EXHIBIT A

Concession Facilities

FOOD TRAILER

- 2024 8' x 20' food concession trailer with commercial kitchen including the following features and amenities:
 - Diamond plated aluminum flooring and stainless-steel wall covers to resist rust and scratching.
 - All necessary food equipment is included including a refrigerated food prep station, stovetop, chargrill, flattop, food warmer, fryer, and food prep table.
 - Kitchen includes exhaust hood, fan, fire extinguishers, and a pro fire suppression system which meets and exceed all fire codes.
 - The concession trailer includes a handwash sink as well as a triple sink as required by the health department which are serviced by an on-board water tank and water heater serviced by its own breaker panel and outlets.



ADV FAIRWAY LOUNGE GAS CART

Display Cabinet Features 5 individual storage compartments with durable locking polycarbonate doors. Cabinet has a brushed aluminum finish with a locking stainless steel cash drawer.

Cold Storage Unit

Features a gel-coated, UV-resistant base with 1 - 1.5 in. (25 - 38 mm) polyurethane insulated panels and a single bottom-mounted drain with shut-off valve.

Holds 16 cases of canned drinks and ice.

Deluxe Vehicle Configuration

Adventurer Two vehicle with one bucket seat, one-piece clear windshield, Sunbrella canvas top, cold storage unit and display cabinet.



EXHIBIT B

Interim Menu

TEE TIME TERRACE GRILL

Golf. Patio. Fast. Flavor.

BREAKFAST (Served Until 10:30am)

Breakfast Sandwich — \$10

Farm egg, cheddar cheese, choice of applewood bacon or sausage, toasted brioche bun.

Breakfast Burrito — \$12

Scrambled eggs, chorizo or bacon, roasted potatoes, cheddar, pico de gallo, chipotle crema.

Breakfast Tacos (2) — \$10

Scrambled eggs, cheddar, pico de gallo, choice of bacon or chorizo.

TURN FAVORITES

Steak Tacos (3) — \$15

Grilled steak, onion, cilantro, creamy avocado salsa, flour tortillas.

All-Beef Hot Dog — \$8

Classic all-beef dog served on a toasted bun.

Grilled Bratwurst — \$9

Caramelized onions, deli mustard, toasted roll.

Smash Burger — \$16

Double smash patties, American cheese, pickles, GH burger sauce, toasted brioche. Add bacon +\$2.

Grilled Chicken Caesar Wrap — \$15

Romaine, parmesan, house Caesar dressing, flour tortilla.

Chicken Salad Sandwich — \$15

Lettuce, tomato, pickle, whole grain bread.

Turkey Sandwich — \$14

Lettuce, tomato, pickle, mayo, mustard, whole grain bread.

Tuna Salad Sandwich — \$15

Lettuce, tomato, pickle, whole grain bread.

PB&J; — \$9

Classic peanut butter & jelly. Add banana +\$3.

SIDES

Chips & Guacamole — \$9

Loaded Nachos — \$15

Queso, pico de gallo, grilled steak, creamy avocado salsa, sour cream, jalapeños.

DESSERTS

Chocolate Chip Cookie

Key Lime Jar

Drink Menu

BEER

Domestic – \$7

Imported – \$8

Craft / Local – \$9

WINE

Glass – \$12

Bottle – \$21

Available: Chardonnay, Pinot Grigio, Sauvignon Blanc, Cabernet, Pinot Noir

COCKTAILS – \$14

Bloody Mary

Transfusion

John Daly

Margarita

Seltzers – \$8 (High Noon)

EXHIBIT C

Beverage Cart Operational Conditions

The Beverage Cart will follow the same restrictions as set forth by the Club Manager as it relates to inclement weather.

Beverage Cart usage may be prohibited due to frost or heavy rain events. Vendor will check with the Club Manager for clearance.

The Beverage Cart may be operated only by individuals with a state issued driver's license who are 21 or older.

The Beverage Cart may never be left unattended with the key in the ignition.

Vendor is responsible for ensuring the Beverage Cart is in good working order prior to use and will check brake functionality and fuel level before taking Beverage Cart out on the golf course.

Vendor will inform the Club Manager if any issues with cart functionality arise. Vendor must also maintain appearance of carts; remove trash, clean, maintain cart signs and check fuel level.

Vendor employees must obey all golf cart rules as required by the Glencoe Golf Club when operating the Beverage Cart. Glencoe Golf Club staff will be available to train Beverage Cart operators on proper routes to use on the golf course for both safety and efficiency purposes.

In consideration of the use of the Beverage Cart, Vendor agrees to return the Beverage Cart to the possession of the Village at the end of the season in as good condition as received at the commencement of the Interim Concession Agreement.

The Vendor further agrees to pay for any damages/repairs that are sustained to the Beverage Cart while it is in use by the Vendor's employees, including bringing the cart out, parking it for the night and any accidental or negligent use by Vendor's employees.

The Vendor further agrees to pay for any damages to the facilities or grounds of the Golf Club caused by use of the Beverage Cart by the Vendor's employees.

EXHIBIT E

MINIMUM INSURANCE COVERAGES

Village shall have the authority to modify the types and amounts of insurance required herein during the term of the Concession Agreement.

a. Worker's Compensation and Employer's Liability Insurance: Worker's Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees of the Vendor, including Employer's Liability coverage with limits of not less than \$500,000 each accident or illness.

b. General Liability Insurance (Primary and Umbrella): Commercial General Liability Insurance or equivalent with limits not less than \$1,000,000 combined single limit, per occurrence and in the aggregate amount of \$2,000,000 for bodily injury, property damage, and personal injury. Coverage to be included is personal and bodily injury, independent contractors, broad form property damage and contractual liability coverage. The Owner, the Village, and the Cook County Forest Preserve District are to be named as additional insureds on a primary, non-contributory basis with a waiver of subrogation in favor of the Village and the Village on the primary and excess policies. These insurances shall apply as primary to and without contribution from, the Village's and the Village's insurance programs. The general aggregate shall apply specifically and solely to this location.

c. Automobile Liability: The Vendor shall purchase and maintain, during the life of the Contract, Comprehensive Automobile Liability Insurance, which shall include all owned, non-owned, hired or rented vehicles with limits of liability of \$1,000,000.00 combined single limit.

d. Umbrella Coverage: Excess (Umbrella) Liability Insurance shall be maintained with limits not less than \$5,000,000.00. The insurance shall apply excess of General Liability, Automobile Liability, and Employer's Liability. The Village and the Cook County Forest Preserve District are to be added as an additional insured with waiver of subrogation in favor of the Village. This Excess (umbrella) insurance shall apply as primary to, and without contribution from, the Village insurance program.

e. Employment Practices: Employment Practices Liability Insurance shall be maintained with coverage of at least \$1,000,000 for claims relating to the employment practices of the Vendor assigned to provide the Services pertaining to the awardee's employees and include a Wage and Hour coverage endorsement.

f. Property Insurance: When any personal property owned by the Vendor is located in a Village building, it is required that property insurance be carried at 100% replacement cost value (Village cannot be responsible for loss of or damage to property caused by insurable hazards, including, but not limited to, fire, wind, explosion, smoke, or theft.)

g. Liquor Liability and Contingent Liquor Liability Insurance: Liquor Liability and Contingent Liquor Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The Village and the Cook County Forest Preserve District shall be named as an additional insured with waiver of subrogation in favor of the Village.

h. (All Risk) Property Insurance coverage for the Vendor's personal business property, business interruption, and extra expenses. Coverage shall include property on premise and in transit of equipment,

including electronic data processing equipment, owned by the Village and leased or used by the Vendor in connection with the operation of the Concession Agreement. When any personal property owned by the Vendor is located in an Owner-owned building, it is required that property insurance be carried at 100% replacement cost value (the Village cannot be responsible for loss of or damage to property caused by insurable hazards, including, but not limited to, fire, wind, explosion, smoke, or theft.) The policy shall include the Village and all subcontractors as Named Insureds and shall waive subrogation against any and all Named Insureds.

i. Other Insurance: In certain instances, the Village may determine whether other or additional insurance coverage may be required and will so advise the awardee with an addendum to the Concession Agreement outlining the specific type of insurance and limits required.

Certificates of Insurance

The Vendor must furnish to the Village, in duplicate, certificates of insurance of required insurances, signed by the insurance company or companies, certifying to the name and address of the awardee so insured, the description of the work covered by such policies, and the dates of their expirations, with a further certification from said insurance companies that their policies will not be changed, cancelled, or terminated without thirty days prior notice in writing to the Village.

Additional Insured

Except for Worker's Compensation Insurance, the Vendor shall make the Village, the Cook County Forest Preserve District, and their respective Board members, officers, agents, and employees, individually and collectively, an additional insured with respect to liability arising out of the Vendor's work, or work insured by or for the Vendor. The additional insured endorsement shall be on a primary, non-contingent basis with waiver of subrogation in favor of the Village as to all required insurances. In addition: (i) the Vendor expressly understands and agrees that any insurance coverage and limits furnished by the awardee shall in no way limit the Vendor's liabilities and responsibilities specified in the Concession Agreement or by law; (ii) the Vendor expressly understands and agrees that any insurance maintained by the Village shall apply in excess of and not contribute to insurance provided by the Vendor under the Concession Agreement; and (iii) the Vendor hereby waives any and every claim for recovery from the Village for any and all injuries and losses arising under the Concession Agreement or in any way related to the work including, but not limited, to any claim for loss of or damage to the work or to the contents thereof.