

3.1.5 Notwithstanding any other provisions of this paragraph to the contrary, either party shall be under a duty to immediately remedy a breach of this Agreement that poses a health or safety issue. If either party determines that a breach is a danger to the health and safety to any of the parties or their employees, customers, or invitees, it shall so notify the breaching party in writing and the breaching party shall respond immediately, which shall mean that the party must use all diligence reasonably possible under the circumstances. If the breaching party does not respond promptly and appropriately to the written demand, the demanding party may take immediate action to remedy the problem and submit the cost to resolve the problem to the breaching party for reimbursement within fourteen (14) calendar days. If the breaching party fails to make the reimbursement to the demanding party, the demanding party may proceed to terminate this Agreement for Cause as provided for in this section.

3.1.6 If this Agreement is terminated by either party, all outstanding amounts owed Vendor by MnSCU, or MnSCU by Vendor, shall become due and payable within forty-five (45) calendar days of the termination date.

3.2 Services. The following services shall be provided by Vendor, collectively referred to in this Agreement as the "Dining Services Program".

3.2.1 Vendor shall have exclusive rights to manage and operate Contract Board services at the Premises identified in Attachment 1.

3.2.2 Vendor shall have exclusive rights to manage and operate Retail Dining and Convenience Store services, at the Premises identified in Attachment 1.

3.2.3 Catering Services.

3.2.3.1 Vendor shall have exclusive rights to manage and operate Catering Services at the Premises listed in Attachment 1.

3.2.3.2 On an equal price, equal service basis, Vendor has first right of refusal for events that require professional Catering Services held on campus outside the assigned service locations. Exceptions to these provisions are as follows:

3.2.3.2.1 Ethnic food events, occasional bake sales, pot lucks, fund raisers, and other events sponsored by MnSCU approved registered student organizations. Most of these events will likely occur in the student union. Groups having approval to sell food and beverages shall be encouraged to consider purchasing products from Vendor, unless they have complied with MnSCU's/University's internal policy on Alternate Dining Events and the University and Vendor have mutually agreed to specific details about the event. The University's policy shall limit the number of events per semester to describe the procedures that must be taken in order to comply with health and sanitation and safety rules. If a group wishes to use the production space, the price will include the actual cost of the Vendor staff providing

supervision at all times the group is in the production space and any related clean-up costs. It is the responsibility of the group to clean the area to Vendor's satisfaction or a fee will be assessed. Such events cannot interfere with Vendor's normal business routine. Groups having approval to sell food and beverages shall be encouraged to consider purchasing products from Vendor.

3.2.3.2.2 Students and residence hall staff living on campus may purchase foods and beverages to be consumed in their residences or in residence hall common space/multi-purpose areas, where orders do not exceed \$100 per occasion.

3.2.3.2.3 Faculty/Staff may purchase foods and beverages to be consumed in their offices, where orders do not exceed \$100 per occasion.

3.2.3.2.4 Informal office potlucks where no money is exchanged and where homemade food is provided by group members and consumed by group members.

3.2.3.2.5 Events held by recognized student organizations occurring in the Comstock Memorial Union with a price threshold of \$50.00 or less, as determined by MnSCU/University and Vendor.

3.2.3.2.6 Additionally, MnSCU reserves the right to exclude up to five events a year from the exclusive right of catering. Vendor shall not be excluded from submitting a proposal for these events.

3.2.3.3 Vendor has the right to utilize its assigned Premises to cater non-University events held off campus, provided it does not conflict with the performance of this contract. The University shall have the right to determine in its sole discretion whether the Vendor's catering of a non-University event held off campus is in conflict with the performance of this contract. Vendor shall notify MnSCU/University of such events in writing no less than ten (10) business days prior to the event. Such events shall be commissionable to the University at the same rates as for on-campus events.

3.2.4 Vendor shall have exclusive rights to manage and operate Summer Camp/Conferences Food Service at the Premises listed in Attachment 1.

3.2.5 Provide the necessary services, functions, and responsibilities that are not specifically retained by University.

3.3 Additional Services. Over the term of the Agreement, the University and Vendor may mutually agree upon other services and/or service locations as necessary. Any additional services or service locations shall first be memorialized by a written amendment signed by all the parties.

3.4 Service Exclusions. Vendor shall be prohibited from providing the following services: