

## COMMAND PERFORMANCE CATERING

July 19, 2018

Camarillo Ranch Foundation  
201 Camarillo Ranch Road  
Camarillo, California 93012

Re: Exclusive Site Agreement

North American Services, d/b/a Command Performance Catering, located at 5273 N. Commerce Avenue, Moorpark, California 93021 ("Command Performance"), is pleased to have the opportunity to provide Services (as defined below) to **Camarillo Ranch Foundation** ("Client"). The purpose of this letter and the attached exhibits (collectively, this "Agreement") is to confirm in writing the terms pursuant to which Command Performance will provide the Services.

1. Engagement of Command Performance and Services. Subject to the terms of this Agreement, Client hereby appoints, authorizes and engages Command Performance as an independent contractor, to act as the exclusive operator of catering services for all events at Client's premises commonly known as "**Camarillo Ranch**" and located at **201 Camarillo Ranch Road, Camarillo, CA 93012** (the "Premises") during the Term (as defined below), including but not limited to all weddings, social or religious events and corporate events. Command Performance hereby accepts such appointment, authorization and engagement and agrees to provide Client with the services described on Exhibit A (the "Services"). In connection with Command Performance's provision of the Services, Client shall enter into a separate booking contract with its customers for each event (each, a "Facility Contract"), Client shall inform its customers that Command Performance is the exclusive provider of all catering services at the Premises, and Client shall perform the duties described on Exhibit B (the "Duties"). Command Performance shall use commercially reasonable efforts to enter into a separate catering agreement with Client's customers for each event (each, a "Catering Agreement").

2. Commissions. Command Performance shall pay Client an amount equal to **\$20.00** per adult and **\$10.00** per child/vendor invoiced for each event as described in each Catering Agreement (the "Commission"), unless the parties have agreed to a different compensation amount for a particular event or promotional package in writing in advance of an event. Command Performance shall pay Client the Commission within 14 days after Command Performance collects full payment into its bank account from its customer under the applicable Catering Agreement from which the Commission arose. Command Performance shall provide a statement describing in reasonable detail how the Commission was calculated along with Command Performance's payment of the Commission. Command Performance may deduct from the Commission all amounts owed to Command Performance by Client, if any. In no event shall Command Performance be liable for any portion of the Commission that is not collected by Command Performance. Command Performance shall pay all sales tax arising from its Catering Agreement and Client shall pay all sales tax arising from its Facility Contract.

3. Term. The term of this Agreement shall commence on **August 1, 2018** (the "Commencement Date") and shall continue until **August 1, 2023** (the "Termination Date"), unless terminated by either party pursuant to the terms and conditions set forth in Exhibit C (the "Term"). The Term shall automatically extend for additional, successive 12-month periods unless Client delivers to Command Performance written notice of its election to terminate this Agreement at least 30 days prior to the Termination Date or any subsequent termination date of any renewal term. Notwithstanding any expiration of the Term, Command Performance shall provide its Services with respect to events for which Command Performance has accepted a deposit from Client's customer(s) prior to the Termination Date or any subsequent termination date, and this Agreement shall continue in effect with respect to such Services.

4. General Terms and Conditions. The parties agree to the general terms and conditions set forth in Exhibit C.

If the terms in this Agreement (including the terms in Exhibit A, Exhibit B, and Exhibit C) are acceptable, please sign a copy of this Agreement in the place provided below to indicate your agreement and acceptance and return it to me at the above address. Command Performance will begin providing the Services pursuant to the terms of this Agreement on the Commencement Date.

5. Current Bookings at the facility. Any events that have been quoted or booked prior to July 19, 2018 will not be subject to these terms.

We look forward to working with you.

Sincerely,

Danny Margolis,  
Chief Executive Officer,  
North American Services  
d/b/a Command Performance Catering

Accepted By:

Camarillo Ranch Foundation

By: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_



during that 30 day period. Command Performance may also offer customers customized Catering Packages and discounts as they deem necessary. All menus are always subject to change without notice.

6. MEETINGS: Command Performance shall coordinate with Client regarding all potential customer details and events. A Command Performance representative shall participate in all potential customer meetings as needed with a Client representative until such time that Command Performance determines Client is familiar and comfortable with all event procedures and the Catering Packages. Command Performance will be responsible for all client communications and meetings regarding packages, customized menus and packages and special meal arrangements.

7. EQUIPMENT / BUSSING / CLEANING: Command Performance must (a) provide all buffet equipment, cutlery, china and glassware and other equipment described in each Catering Agreement, and its own kitchen and cooking equipment for each event at the Premises, (b) provide all bussing of all tables and customary cleaning of all catering and rental equipment described in each Catering Agreement, and (c) keep the Premises clean and picked up during the event

8. DIAGRAM / SET UP / TEAR DOWN: Command Performance **will provide a diagram** to client and customer and will **do all set up and tear down of tables, chairs and dance floor** for the ceremony and reception as required of the event.

9. SHOWCASE: Command Performance shall provide catering services for **one annual showcase** (free of all CATERING costs to Client), to an agreed upon number of prospective customers, on a date and at times agreed upon by mutual consent between Command Performance and Client.

10. CATERING DEPOSIT / FEES: Command Performance will collect a **\$3000 deposit** from each catering client upon booking the event and entering into its catering contract. All remaining catering fees will be paid by the catering client per the provisions of the catering contract. **All Catering Deposits are non-refundable**, except as otherwise provided in Section 3 of the General Terms and Conditions attached as Exhibit C).

11. CAPITAL INVESTMENT BY: Command Performance will invest \$50,000 in trade for a 5 year contract, investment to include:

- 300 Vineyard Chairs
- 300 White Resin Café Chairs
- 18 x 24 Standard Wood Parquet Dance Floor
- 12 Month Advertising in the Knot Magazine  
(approximate cost of above \$34,500.00)

The remaining investment of \$15,500.00 will be used at the sole discretion of client to upgrade the grounds or purchase other equipment for use at the location.

If the contract is terminated by the client or as the result of clients breach of contract, Capital Investment Reimbursement Amount to Command Performance as follows:

Anything prior to the end of the first year	100%	\$50,000.00
Completion of first year	80%	\$40,000.00
Completion of second year	60%	\$30,000.00
Completion of third year	50%	\$25,000.00
Completion of fourth year	0%	\$ 0.00

Any events that are booked without Command Performance or the package are not to have permission or have access to this capital investment equipment unless arranged jointly by Command Performance and Camarillo Ranch.

## Exhibit B

### DUTIES

**Client** shall perform the following Duties:

1. **BOOKING:** Client shall be responsible for showing and booking the Premises, and shall coordinate all other requirements of its Facility Contract, including, without limitation, obtaining the required insurance certificate and signed security contract from its customer and collecting all payments under the Facility Contract.

2. **BOOKING CALENDAR:** Client shall maintain a calendar/list of "held" and "booked" dates that can be viewed by Command Performance so that it can track booked events.

3. **CUSTOMER / EVENT DETAILS:** Client shall coordinate with Command Performance regarding all customer event details and information (Upon booking, client will send a copy of booked customer's detailed information to Command Performance: Their names, address, phone number, email address, event date, type of event, head count, event start and end time, location on premises and any other special information)

4. **PREMESIS DETAILS:** Client shall provide a (a) **dumpster** and **general maintenance of the Premises, including cleaning and restocking of all restrooms**, and (b) **staff person to stay during each event** to clean restrooms and to ensure all operational related matters at the Premises are handled. (i.e., dealing with power issues, securing the Premises at the end of the event, and all other items related to the Premises)

5. **EQUIPMENT/RENTAL STORAGE:** Client will be responsible of safely storing all rental equipment (tables, chairs, dance floor and any other equipment that is to remain on the property for catered events).

6. **SHOWCASE PROMOTION / DUTIES:** In connection with the annual showcase, Client shall (a) promote the annual showcase, (b) invite and organize vendors, (c) arrange signage and parking, and (d) provide a staff person to stay during the annual showcase.

7. **SPECIAL RENTALS:** Client will be providing any additional rentals for the Premises directly with its rental company. It would be up to Client to provide the appropriate tenting/lighting/heating in the case where required by inclement weather. It will be Client's responsibility to get these additional rentals set up. All communications and related charges between Client and/or Rental company and the customer, shall be the sole responsibility of Client. In the event that the tenting, lighting, ground protection or the needed rentals are not provided, Command Performance will use commercially reasonable efforts to continue to provide the services as described in the packages.

8. **CHANGES IN FACILITY RATES / PROCEDURES:** Client will agree to notify Command Performance of any changes to facility rental rates or procedures in advance so that Command Performance sales staff can alert potential customers of any changes and so that sales staff may plan within the rules of the current guidelines.

## GENERAL TERMS AND CONDITIONS

1. Additional Services. In the event that Client requests that Command Performance provide additional services not described on Exhibit A (collectively, "Additional Services"), the fees for the Additional Services shall be negotiated between the parties and finalized in writing prior to the commencement of such Additional Services. Unless otherwise agreed to in writing, the terms and conditions of this Agreement shall apply to the provision of any Additional Services.

2. Alcohol Policy. Client acknowledges that it has reviewed and agrees to the terms of Command Performance's Alcohol Policy, a copy of which is attached hereto.

3. Event Cancellation; Refunds. All Catering Deposits are non-refundable unless (a) Client is unable to provide the Premises for an event because of any of the events set forth in Section 5 below, or (b) CPC is unavailable to provide the Services because of any of the events set forth in Section 5 below.

4. Termination of the Agreement. Either party shall have the right to terminate this Agreement if the other party materially breaches any material term of this Agreement and fails to cure such breach (if capable of being cured) within 30 days after receiving written notice of the breach. In addition, Command Performance may terminate this Agreement at any time by giving Client 90 days advance written notice of termination, in which case Command Performance shall provide its Services with respect to events for which Command Performance has accepted a deposit from Client's customer(s) prior to the effective date of termination, and this Agreement shall continue in effect with respect to such Services and the Commission related to such Services. This Agreement shall terminate automatically, without the giving of notice, in the event that either party shall become insolvent, shall ask its creditors for a moratorium, shall file a voluntary petition in bankruptcy, shall be adjudicated as a bankrupt pursuant to an involuntary petition, or shall suffer appointment of a temporary or permanent receiver, trustee, or custodian for all or a substantial part of its assets.

5. Excuse for Nonperformance. Each party's obligations hereunder shall be excused without liability when prevented by strike, act of God, governmental action, accident, act of war, act of terrorism or any other condition beyond its reasonable control, including, without limitation, power outages, and food scarcity due to external forces. The parties agree to resume performance of their respective obligations as soon as practicable following cessation of such condition.

6. Insurance. During the Term, each party shall maintain a policy or policies of insurance with

comprehensive general liability coverage with a combined signed limit coverage of at least One Million Dollars (\$1,000,000) per occurrence. Each party shall cause its insurance company to name the other party as an additional insured on all such policies, and shall provide the other party with certificates of insurance as evidence of the coverage required herein within 20 days after the other party's request. Each party shall cause its insurance company to give the other party at least 30 days written notice prior to the cancellation of any policy for which the other party is named as an additional insured.

7. LIMITED WARRANTY; DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. COMMAND PERFORMANCE SHALL PROVIDE THE SERVICES IN A GOOD, WORKMANLIKE MANNER IN ACCORDANCE WITH EXHIBIT A. COMMAND PERFORMANCE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. COMMAND PERFORMANCE EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATIONS OF LIABILITY AND DAMAGES.

8.1 LIMITATIONS OF LIABILITY. IN NO EVENT SHALL COMMAND PERFORMANCE BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT OR OTHERWISE, REGARDLESS OF WHETHER SUCH PARTY HAD NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

8.2 Limitations of Damages. The total liability of Command Performance for any claim or damage arising from or otherwise related to this Agreement, whether in contract or in tort, shall be limited to direct damages that shall not exceed \$25,000, except for Damages arising out of Command Performance gross negligence or intentional misconduct.

8.3 Fair and Reasonable Provisions. Client acknowledges and agrees that Command Performance would not enter into this Agreement for the consideration given by Client but for the limitations of liability and damages contained in this Section 8, and that the right to receive the Services in exchange for the limitations in this Section 8 and the other consideration given by Client for the Services constitute a bargain that is fair and reasonable.

9. Indemnification.

9.1 Client's Obligations. Client shall protect, defend, indemnify and hold Command Performance, and its officers, directors, shareholders, independent contractors, employees and agents (collectively, the "CP Parties"), harmless from and against all claims, liabilities, demands, causes of action, losses or damages (including without limitation all liability for personal injury, property damage or commercial loss) and all costs and expenses (including without limitation attorneys' fees) incurred in connection therewith (collectively, "Damages") that may be asserted by a third party against or incurred directly by any of the CP Parties in connection with (a) Command Performance's provision of the Services, or any Additional Services or any other services to or for the benefit of Client or its customers, unless such claim, injury or loss is caused solely by Command Performance's gross negligence or intentional misconduct, (b) Client's breach of this Agreement, or (c) any act, omission or misrepresentation of Client or Client's customers, members, guests, licensees, invitees, employees or agents.

9.2 Command Performance's Obligations. Command Performance shall protect, defend, indemnify and hold Client, and its members, guests, licensees, invitees, employees and agents (collectively, the "Client Parties"), harmless from and against all Damages that may be asserted by a third party, including any independent subcontractor of Command Performance and including any employee of Command Performance, seeking employment-related damages against or incurred directly by any of the Client Parties, including attorney fees and related costs, in connection with any violation of law or the intentional misconduct or negligence of Command Performance or its employees or agents.

9.3 Claims. When one party (the "Indemnified Party") receives information that gives rise to a claim for indemnity, the Indemnified Party shall promptly notify the other party (the "Indemnifying Party") and shall provide reasonable detail of the circumstances. Command Performance shall have the election to settle, compromise,

or defend by its own counsel any claim, at its expense if it is the Indemnifying Party or at Client's expense if it is the Indemnified Party, provided that neither party may settle or compromise any claim without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Client may elect to be represented by Client's own legal counsel at Client's own expense. Client shall fully cooperate with Command Performance in any defense.

10. General. This Agreement may not be assigned by either party without the prior written consent of the other party, except in connection with the sale of all or substantially all of the assets or ownership interests of the party making the assignment. This Agreement shall be governed by the laws of the State of California, without regard to the conflict-of-laws provisions of such state. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of California and any United States District Court situated in the State of California for the purpose of construing and enforcing this Agreement. This Agreement may be amended only by an instrument in writing executed by each of the parties. The parties agree and acknowledge that Command Performance is an independent contractor of Client and this Agreement shall not be deemed to create a partnership or joint venture. Nothing in this Agreement shall limit or interfere with Command Performance's ability to provide services that are similar to the Services to third parties or limit Command Performance's right to use third-party contractors in connection with providing the Services. Should a dispute between the parties arise in connection with this Agreement, the prevailing party shall be entitled to recover attorneys' fees in addition to any other recovery to which such party may be entitled. All notices given under this Agreement shall be in writing. Failure by a party to require performance by the other party or to claim a breach shall not be construed as a waiver of any right. This Agreement is the entire agreement between the parties and supersedes and terminates all prior oral or written agreements, including, without limitation, any preliminary service agreement between the parties. The provisions of this Agreement shall survive any termination of this Agreement.