

LIMITED EXCLUSIVE CONCESSIONS VENDOR AGREEMENT

This Limited Exclusive Concessions Vendor Agreement (“Agreement”) is entered into by Snowie of Indy (“Vendor”) and the Board of School Trustees, Franklin Community School Corp. (the “Trustees”), effective as of the last date executed below (the “Effective Date”).

Recitals

WHEREAS, Vendor is in the business of operating high school affiliated concessions, as well as selling snow cones, lemon shakeups and, under certain conditions, ice cream (the “Products”) at all indoor and outdoor sporting events occurring on the FCHS campus and affiliated locations (“Events”);

WHEREAS, the Trustees desire to provide Vendor with a limited exclusive right to operate the concessions at Franklin Community High School and its affiliated locations (“FCHS”) and sell its Products at its Events for the benefit of FCHS;

WHEREAS, Vendor and the Trustees agree to the following terms and conditions for their mutual benefit.

Agreement

1. Limited Exclusive Relationship. Trustees exclusively hire and Vendor agrees to provide concessions services at all indoor and outdoor FCHS and its affiliated locations for all Events, subject to Vendor's right to decline any Event for which Trustees fail to provide timely Event information, access, utilities or equipment required under this Agreement. Vendor’s Services shall include only the following unless otherwise agreed upon in writing and signed by Vendor:

- (a) Coordinate the staffing of all concessions stands in such a manner that such stands operate with reasonable efficiency, as determined by Vendor, which shall include:
 - (i) All staffing Vendor determines is commercially reasonable for outdoor Events; and
 - (ii) A minimum of one (1) representative of Vendor at indoor events in order to handle the cash and remove it from the site at the end of the Event, with the understanding that Trustees or their designee shall provide, supervise and be responsible for all other staffing for indoor Events.
- (b) Open, close and clean each concession stand for each Event;
- (c) Purchase all concessions to be sold, with product mix, vendors, quantities, and pricing to be determined at Vendor’s sole discretion;

- (d) Pay all workers supplied by Vendor at each Event;
- (e) Account for and report to Trustees or their designee gross revenue collected at each Event;
- (f) Pay to Trustees or their designee consistent with the terms of Paragraph 2 of this Agreement; and
- (g) Exclusively sell the Products at Events as determined in Vendor's sole discretion , and Trustees shall not authorize or permit any third party to sell Products or competing concessions at Events except as expressly permitted in this Agreement.

2. Consideration. Vendor shall calculate and record the total gross revenue received by Vendor for each Event. Vendor agrees that on or before the fifteenth (15th) day of each month, it shall provide a written accounting to the report to Trustees or their designee identifying the prior month's gross revenue and shall simultaneously remit to the Trustees or their designee compensation in an amount equal to twenty-five percent (25%) of the prior month's total gross revenue received by Vendor for all Events occurring in the prior month.

3. Notice and Opportunity to Cure. In the event the Trustees or its designees have any complaints regarding the Services or Products of Vendor, or receives such complaints from any third-party, Vendor shall be promptly provided with written notice describing the complaint in reasonable detail and a reasonable opportunity of at least ten (10) days to cure such complaints, in Vendor's sole discretion.

4. Equipment and Supplies. Trustees or their designees shall supply, maintain, repair and replace at their sole cost, such equipment as is reasonably necessary to provide the Services and operate each concession stand, including but not limited to refrigerators, display tables, hot drink equipment, hot dog and nacho machines and the like. Vendor shall be solely responsible for providing all specialty equipment and supplies necessary to sell its Products under this Agreement. Vendor may store its equipment, supplies and inventory on-site, when necessary, at no cost, including multi-day events, and Trustees shall provide a reasonably secure storage area for such property.

5. Licenses, Permits and Taxes. Trustees shall be responsible for ensuring all necessary permits are obtained to operate each concession stand at each Event. Vendor shall be responsible for obtaining licenses and permits legally required to be held specifically by Vendor and for paying state or federal taxes legally imposed on Vendor for the sale of such Products. Vendor shall pay all other state and federal taxes as required by applicable law to operate its business.

6. Insurance. Trustees shall maintain insurance to cover all risks of property damage to their buildings, equipment, premises and improvements, including fire and such other risks usually and customarily covered by such insurance. Vendor shall maintain (a) Commercial General Liability Insurance, including Personal Injury, in an amount not less than One Million

Dollars (\$1,000,000) per occurrence, which shall include coverage for Bodily Injury and Death and Property Damage and (b) Auto Liability Insurance having a combined single limit of One Million Dollars (\$1,000,000) but only for vehicles used by Vendor in performing this Agreement.

7. Indemnification. Vendor shall indemnify the Trustees, FCHS and their agents, administrators and employees (“Indemnified Parties”) against any and all third-party claims, damages, losses, and expenses including reasonable attorney fees, to the extent finally determined to have resulted from Vendor’s material breach of this Agreement or negligent or willful misconduct of Vendor or its agents, except to the extent solely caused by any Indemnified Party or by premises conditions, equipment, staffing not provided by Vendor, utilities, security, or access controlled by Trustees.

8. Marketing. Vendor shall be entitled to place such temporary signage advertising its concessions and Products at or around the Events as it determines necessary in its reasonable discretion.

9. Exclusivity. Vendor shall be the exclusive vendor to provide the Services and no other vendors sponsors, teams, clubs, booster organizations, food trucks, caterers, or other persons selling or distributing products competing with the sale of Products or concessions stand products shall be permitted at the Events except for limited special event nights such as a non-profit booster club providing a pre-game dinner for fund raising purposes for which Vendor shall receive not less than ten (10) days’ advance written notice.

10. Remedies. The non-defaulting party may, in addition to any other remedy available to it under this Agreement or Indiana law, obtain injunctive or other such relief in order to enforce its rights hereunder, and the parties agree that a breach of Vendor’s exclusivity, access, storage, or signage rights would cause irreparable harm for which monetary damages may be inadequate.

11. Term and Termination. The Term of this Agreement shall be three (3) years, beginning August 1, 2026. The Agreement shall automatically renew for successive three (3) year terms unless notice of non-renewal is provided in writing to the other party not less than sixty (60) days prior to the last date of the then-existing Term. Either party may terminate this Agreement for cause for material breach upon providing written notice describing the breach in reasonable detail and a reasonable opportunity of not less than fifteen (15) days to cure such default and the failure of the defaulting party to timely and reasonably cure the default. In addition to the foregoing, the Trustees expressly reserve the right to terminate this Agreement in the event that a final audit conducted by an independent accountant establishes that the Vendor has intentionally and materially falsified or underreported its gross revenue and after Vendor has had at least thirty (30) days to review and dispute the audit findings and pay any undisputed deficiency.

12. Miscellaneous.

- a. No alcoholic beverages of any kind are allowed on or sold at the FCHS premises by Vendor.

- b. Vendor and its employees shall not be permitted to smoke anywhere on the FCHS premises.
- c. No firearms of any kind, shall be brought onto the FCHS premises by Vendor or its agents during the term of this Agreement.
- d. Vendor shall ensure that the FCHS premises are used in a manner consistent with the Trustees' and FCHS facility rules and conditions (as amended from time to time and provided to Vendor prior to the next occurring Event), which shall be available to Vendor upon request, provided that any amendments shall not materially increase Vendor's obligations or costs.
- e. The Parties shall in no event be construed or held to be partners, joint venturers or associates.
- f. If any term or provision, or any portion thereof, of this Agreement or application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- g. This Agreement contains the entire agreement between the parties hereto and supersedes all prior and/or contemporaneous agreements and understandings regarding the Services, Products, Events and premises. This Agreement may not be modified or amended in any manner other than by agreement in writing signed by the parties hereto or their successors in interest.
- h. As both parties have had the opportunity to review this Agreement with the assistance of counsel and seek revisions of the same, this Agreement shall not be interpreted against either party as the drafter.
- i. The laws of Indiana shall govern validity and interpretation of the provision, terms, and conditions of this Agreement.
- j. Any disputes relating to this Agreement, the Services or the Products shall be resolved exclusively in the Johnson County, Indiana Superior or Circuit Courts. The parties waive the right to a trial by jury.

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By signing below, the parties agree that they have read, understood and voluntarily agreed to enter into this Agreement and are authorized to execute it.

SNOWIE OF INDY

Signature

Printed Name and Title

Date Signed

**BOARD OF SCHOOL TRUSTEES, FRANKLIN
COMMUNITY SCHOOL CORP.**

Signature

Printed Name and Title

Date Signed