

EXHIBIT F
~~XXXXXX~~

CITY OF LOGAN

Standard Contract Terms and Conditions for Professional Services

Project: Logan River Golf Course Concessionaire Services

1. **PARTIES:** This agreement is made and entered into as of the 7th day of May, 2018, by and between the City of Logan, a Utah municipal corporation, hereinafter referred to as the "CITY" and JJH Holdings Inc., hereinafter referred to as "CONTRACTOR".
2. **CONTRACT DOCUMENTS:** This agreement incorporates by reference the Request for Proposal, which includes Insurance and Bond Requirements, dated 4/13/18 and the Proposal dated 4/23/18.
3. **AUTHORITY:** Provisions of this contract ("Contract") are pursuant to the authority set forth in Logan Municipal Code 3.04, and related statutes which permit the City of Logan to purchase certain specified services, and other approved purchases for the City of Logan.
4. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Logan, in the First Judicial District Court for Cache County.
5. **LAWS AND REGULATIONS:** The person or entity contracting with the City of Logan under this Contract ("Contractor") and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.
6. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. These records shall be retained by the Contractor for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and City of Logan staff, access to all the records to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
7. **TIME:** The Contractor shall complete the scope of services work in a manner to achieve any milestones identified in the procurement documents related to this Contract and the attachments to this Contract. The full scope of services work shall be completed by any applicable deadline stated in the solicitation.
8. **TIME IS OF THE ESSENCE:** For all work and services under this Contract, time is of the essence and Contractor shall be liable for all damages to the City of Logan and anyone for whom the City of Logan may be liable, as a result of the failure to timely complete the scope of work required under this Contract.
9. **PAYMENT:**
 - 9.1 Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate City official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.
 - 9.2 The contract total may be changed only by written amendment executed by authorized personnel of the parties. Unless otherwise stated in the Contract, all payments to the Contractor will be remitted by mail or electronic funds transfer.
 - 9.3 The acceptance by the Contractor of final payment without a written protest filed with the City of Logan within ten (10) working days of receipt of final payment shall release the City of Logan from all claims and all liability to the Contractor for fees and costs of the performance of the services pursuant to this Contract.

10. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. Contractor shall list Payment Discount Terms on invoices. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
11. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
12. **DOCUMENT OWNERSHIP:** Contractor agrees that any work/services and all Deliverables prepared for City of Logan, to the extent to which it is eligible under copyright law in any county, shall be deemed a work made for hire, such that all right, title and interest in the work and Deliverables reside with the City of Logan. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right, title, and interest, including but not limited to, copyright, patent, trademark, and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to the City of Logan. Contractor further agrees to provide all assistance reasonably requested by City of Logan in the establishment, preservation and enforcement of its rights in such work and deliverables, or subsequent amendments or modifications to such work and deliverables, without any additional compensation to Contractor. Contractor agrees to waive, and hereby, to the extent permissible, waives, all rights relating to such work and deliverables, or subsequent amendments or modifications to such work and deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use.
13. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify," only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

13.1 Status Verification System

- (1) Contractor certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302.
- (2) The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Utah Code Ann. Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
- (3) The City of Logan will not consider a proposal for award, nor will it make any award, where there has not been compliance with this Section.
- (4) Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including Utah Code Ann. Section 63G-12-302.

13.2 Indemnity Clause for Status Verification System

Contractor (includes, but is not limited to any Contractor or Consultant) shall protect, indemnify and hold harmless, the City of Logan and its officers, employees, agents, representatives and anyone that the City of Logan may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Contractor's subcontractor or subconsultant at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

14. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the City of Logan, unless disclosure has been made. Contractor also represents that it has no conflict of interest in performing the services for the City of Logan under this Contract, unless such conflict of interest has been disclosed to

the City of Logan and approval to proceed, notwithstanding the conflict, has been obtained from the City of Logan in writing.

15. **CONTRACTOR AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the City of Logan to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the City of Logan, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the City of Logan. The Contractor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from the City of Logan for these Contract services. Persons employed by the City of Logan and acting under the direction of the City of Logan shall not be deemed to be employees or agents of the Contractor.
16. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the City of Logan, and all its officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Contract which are caused in whole or in part by the wrongful acts or negligence of (a) the Contractor, (b) the Contractor's officers, agents, volunteers, or employees, (c) the Contractor's subcontractors or subconsultants at any tier, or (d) anyone for whom Contractor may be liable but not for claims arising from the City of Logan's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
17. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place. Contractor also agrees to abide by any laws and policies of the City of Logan regarding any of the above mentioned prohibitions in this paragraph.
18. **PERFORMANCE EVALUATION:** The City of Logan may conduct a performance evaluation of the Contractor's services, including specific personnel of the Contractor. References in the Contract to Contractor shall include Contractor, Contractor's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Contractor.
19. **WAIVERS:** No waiver by the City of Logan or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.
20. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
21. **RENEGOTIATION OR MODIFICATIONS:** This Contract may be amended, modified, or supplemented only by written amendment to this Contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of this Contract. Automatic renewals will not apply to this Contract.
22. **SUSPENSION/DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract), by any governmental department or agency in the United States, including any federal, state or local agency. If the Contractor cannot certify this statement, attach a written explanation for review by the City of Logan. The Contractor must notify the Purchasing Agent within 30 days if suspended or debarred by any governmental entity during the Contract period.
23. **TERMINATION:**
 - 23.1 Unless otherwise stated in the Additional Terms and Conditions of the City of Logan, if applicable, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease

the violations, after which this Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

23.2 In the event of such termination, the Contractor shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the City of Logan is limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of the Contractor having to terminate contracts necessarily and appropriately entered into by the Contractor pursuant to this Contract. Contractor further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Contractor under this Contract up to the date of termination are the property of the City of Logan and shall be promptly delivered to the City of Logan.

24. INSURANCE:

24.1 To protect against liability, loss and/or expense in connection with the performance of services described under this Contract, the Contractor shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah and with an A.M. Best rating as approved by the City of Logan Risk Manager.

24.2 The following are minimum coverages that may be supplemented by additional requirements contained in the solicitation for this Contract or provided in an Attachment to this Contract:

(1) Worker's Compensation Insurance and Employers' Liability Insurance. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.

(2) Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.

(3) Any other insurance described in the solicitation for this Contract, if applicable.

24.3 Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.

24.4 The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order.

25. STANDARD OF CARE: The services of Contractor and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this Contract. The Contractor shall be liable to the City of Logan for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor's claim against the City of Logan), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.

26. CITY OF LOGAN REVIEWS, LIMITATIONS: The right of the City of Logan to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Contractor, as well as any approval by the City of Logan, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this Contract. No review by the City of Logan or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by the City of Logan of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Contractor shall be and remain liable to the City of Logan in accordance with applicable law for all damages to the City of Logan caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.

27. NONAPPROPRIATION OF FUNDS: The Contractor acknowledges that the City of Logan cannot contract for the payment of funds not yet appropriated by the City Council. If the Council does not appropriate funds for paying the City of Logan's obligations on this Contract, or if funding to the City of Logan is reduced due to an order by the Mayor, or is required by State law, or if Federal funding (when applicable) is not provided, the City of Logan may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from the City of Logan

upon 30 days written notice to Contractor. If this Contract is terminated, or services and purchase obligations are reduced due to nonappropriation of funds or reduction in funding, as described in the preceding sentence, the City of Logan will pay Contractor for services properly performed, and will reimburse Contractor for expenses incurred, as authorized under this Contract, through the date of cancellation or reduction, and this payment shall be Contractor's sole remedy, and the City of Logan will not be liable for any future commitments, penalties, or liquidated damages.

28. **SALES TAX EXEMPTION:** The City of Logan's sales and use tax exemption number is 12238772-002-STC. The tangible personal property or services being purchased are being paid from City of Logan funds and used in the exercise of that entity's essential functions.
29. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related sales orders, and invoices shall be public documents, and shall be available for distribution. Contractor gives the City of Logan express permission to make copies of this Contract, related sales orders, and invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Contractor also agrees that the Contractor's response to the solicitation, if applicable, will be a public document, and copies may be given to the public under GRAMA laws. This permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
30. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the City of Logan, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Contract.
31. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the City of Logan.
32. **DEFAULT AND REMEDIES:**
 - 32.1 Any of the following events will constitute cause for the City of Logan to declare Contractor in default of this Contract:
 - (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this Contract.
 - 32.2 Should Contractor be in default under any of the provisions under Subsection 32.1 above, the City of Logan will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the City of Logan may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the Contract; or (4) Suspend Contractor from receiving future solicitations.
33. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The City of Logan may terminate this Contract after determining such delay or default will reasonably prevent successful performance of this Contract.
34. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the City of Logan is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the City of Logan, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
35. **CONFLICT OF TERMS:** In order for any terms and conditions of the Contractor to apply to this Contract, they must be in writing and attached to this Contract. No other terms and conditions of the Contractor will apply to this Contract, including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc.
36. **ENTIRE CONTRACT:** This Contract including all attachments and documents incorporated hereunder, and the related City of Logan solicitation documents, if any, constitutes the entire Contract between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties,

whether oral or written. The terms of this Contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the City of Logan. The parties agree that the terms of this Contract shall prevail in any dispute between the terms of this Contract and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Contract.

37. **DISPUTE RESOLUTION:** In the event of any dispute under this Contract prior to any filing in any judicial proceedings, the parties agree to participate in good faith in the mediation of the dispute. The City of Logan, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of the dispute. If the City of Logan appoints such an expert or panel, City of Logan and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

OWNER:

City of Logan
By: Golly H. Daines
Attest: Terese Harris
Address for giving notices:
290 North 100 West
Logan UT 84321



CONTRACTOR:

JJH Holdings Inc.
By: JUSTIN HAMICAW
Attest: [Signature]
Address for giving notices:
600 W. Centre St
Logan UT 84321



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Choice Plus Insurance 451 N Main Street #105 Kayville, UT 84037	CONTACT NAME: Danny Parkhurst PHONE (A/C, No, Ext): 801-825-8165 E-MAIL ADDRESS:	FAX (A/C, No): 866-326-6618
	INSURER(S) AFFORDING COVERAGE	
INSURED JJH Holdings Inc DBA Cafe Sabor 600 W Center St Logan, UT 84321	INSURER A: NGM Insurance	NAIC # 14788
	INSURER B: AmTrust Insurance Company of Kansas	15954
	INSURER C: Nationwide Insurance	37877
	INSURER D:	
	INSURER E:	

A: XU
 A: XV
 A: XV

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		ACP 3008543319	04/05/2018	04/05/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			B1P4799F	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS			ACP 3008543319	05/03/2018	05/03/2019	<input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	21406806	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Liquor Liability Liquor Bond			BPP4799F W150099792	01/01/2018 07/20/2017	01/01/2019 07/20/2018	\$1,000,000 per person/\$2,000,000 per occurrence Bond Limit \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured has a blanket additional insured endorsement.

CERTIFICATE HOLDER Logan City 290 North 100 West Logan, UT 84321	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Danny Parkhurst
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off>premise CATERING

April 23, 2018

JJH Holdings Inc., a Utah Corporation (dba Off Premise Catering) desires to enter into an agreement with the City of Logan to provide food service operations at Logan River Golf Course.

Signed:



Justin R. Hamilton, owner

JJH Holdings Inc. (FEIN: 45-1497194)

600 W. Center Street

Logan, UT 84321

off>premise CATERING

Proposal for Food Service Operations at Logan River Golf Course

1. Company Information

JJH Holdings Inc., a Utah Corporation (dba: Off Premise Catering)

Contact: Justin R. Hamilton

Phone: 435-770-3363

Email: justin@cafesabor.com

2. Off Premise Catering is a sister company to Café Sabor with operations based out of Logan, Utah. The catering company started in 2012 as an extension of the Logan location offering off-site catering. Since that time, Off Premise Catering has experienced substantial growth both in and outside of Cache Valley. They cater all types of cuisines for corporate events, social gatherings, wedding and all other events and celebrations. The off-site operations now include catering services at Beaver Mountain Ski Resort, Cherry Peak Ski Resort, Logan Golf & Country Club, Birch Creek Golf Course and Pickleville Playhouse in Garden City.
3. A sample menu from Birch Creek Grill is attached with proposal. Our menu would be similar in offerings but unique to Logan River Golf Course. Pricing would also be similar.
4. Off Premise Catering is managed by Chip Lara who has been with our company for nearly 16 years. He oversees all catering operations and directs the menu development, training and food safety.

Drew Campbell would be the on-site manager of the food service operations at Logan River. Drew has been with our company for 15 years.

Other staffing would include Off Premise catering employees. When the Beaver Mountain food service operation closes for the season, we always have well-trained employees that are looking for continued employment. Logan River Golf Course will provide us the continuity in year-round employment for these employees.

5. We propose the following rent agreement as discussed with Jeff John:
\$500/monthly rental on the food service facility at Logan River Golf Course.
6. References:
Logan Country Club (Dean Johansen: 435-881-8012)
Pickleville Playhouse (Andrea Davis: 435-770-6488)
Beaver Mountain Resort (Travis Seeholzer: 435-760-3005)
7. List of equipment to be used on site:
6 foot sandwich refrigerator
2 door True cooler
1 Pitco fryer
36" flat top griddle
36" charbroiler
Metal equipment stands
8. Insurance and Bond Requirements
All insurance and bonds are handled through and will be provided if bid is accepted.

Danny Parkhurst

Choice Plus Insurance

Office: 801-825-8165

Office: 702-800-3243

Cell: 801-628-4766

335 N 300 W, Ste. 104

Kaysville, UT 84037

9. Claim of Business Confidentiality
Signed and attached
10. Acceptance of Standard Professional Services Agreement
Signed and Attached

EXHIBIT D

Claim of Business Confidentiality

Any person who provides a proposal (or information contained in any record) that he or she believes should be protected under UCA Subsection 63G-2-305 (1 - 4) shall provide with the proposal a written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality. The guidelines used by Logan City to grant business confidentiality are as follows:

- Trade secrets – if the submitted information includes a formula, pattern, compilation, program, device, method, technique, or process, that has actual or potential value by its non-disclosure to the general public, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;
- Commercial information or non-individual financial information- if the submitted information contains commercial information or non-individual financial information the disclosure of which could reasonably be expected to result in unfair competitive injury to the person submitting the information, or would impair the ability of Logan City to obtain necessary information in the future, and the person submitting the information has a greater interest in prohibiting access than the public in obtaining access.

I, JUSTIN HAMILTON do hereby claim that the pages identified below, which are contained within this submission as required by Logan City are confidential.

Signature 
Date 4/23/18

The following pages of this Proposal are protected under a Claim of Business Confidentiality:

TO GO MENU

BREAKFAST

BREAKFAST SANDWICH

ENGLISH MUFFIN \$2.50 FRENCH CROISSANT \$3.00
BLACKFOREST HAM, SEASONED BACON, OR SAUSAGE PATTY, TOPPED
WITH CHEDDAR CHEESE AND A FRIED EGG

BREAKFAST BURRITO.....\$5.00

HAM, BACON, OR SAUSAGE, MIXED WITH COUNTRY POTATOES,
GRILLED ONIONS & PEPPERS, SCRAMBLED EGGS, AND CHEDDAR &
MONTERREY JACK CHEESE AND WRAPPED IN A FLOUR TORTILLA

BREAKFAST PLATTER.....\$6.00

GREEN APPLE & SAGE SAUSAGE PATTIES OR APPLEWOOD SMOKED
BACON, COUNTRY POTATOES, TWO EGGS YOUR WAY, AND TWO SLICES
OF TOAST

SANDWICHES

CALIFORNIA CLUB.....	\$7.50
SMOKED TURKEY PESTO.....	\$7.25
BLAT.....	\$7.25
GRILLED HAM & SWISS.....	\$4.00
MALIBU CHICKEN SANDWICH.....	\$6.75
PHILLY STEAK SANDWICH.....	\$7.75
REUBEN MELT.....	\$6.75
BUILD YOUR OWN SANDWICH.....	\$8.00

ALL SANDWICHES COME WITH CHIPS AND PICKLE ON THE SIDE

BURGERS & HOT DOGS

HAMBURGER.....	\$6.50
CHEESEBURGER.....	\$7.00
BACON CHEESEBURGER.....	\$8.00
BACON & BLEU CHEESEBURGER.....	\$8.00
AVOCADO & SWISS HAMBURGER.....	\$8.00

ALL HAMBURGERS SERVED WITH LETTUCE, TOMATO, RED ONION, AND
PICKLE ON THE SIDE

HOT DOG.....	\$3.00
"DIRTY DOG".....	\$6.50
BRATWURST.....	\$4.00

"FRESH CUT" FRIES, SWEET POTATO FRIES, TATER
TOTS, OR BEER BATTERED ONION RINGS...\$3.00

SALADS

CEASAR SALAD.....	\$7.00
CHEF SALAD.....	\$8.00
COBB SALAD.....	\$8.50

off>premise
CATERING

cuisine by *Chloe Hamilton*



CALL AHEAD TO ORDER
435-563-0274