

RACING VENUES
NON-PROFIT GROUP SERVICE AGREEMENT

This Non-Profit Group Service Agreement (the "Agreement"), dated this ____ day of _____, 2011, is entered by and between Levy Premium Foodservice Limited Partnership, an Illinois limited partnership ("Levy") and:

(Name of Non-Profit Organization, which hereinafter shall be referred to as the "Group")

(Address)

(City)

(State)

(Zip Code)

(Phone Number)

(Group's Tax Identification Number)

(Group's Email Address)

List below Group Leader and Assistant Group Leads contact names; with daytime, and evening telephone numbers, and e-mail addresses. Please print legibly.

(1) Group Leaders Contact Information

Name: _____

Daytime Phone Number: _____

Evening Phone Number: _____

Cell Phone Number: _____

Email Address: _____

(2) Name: _____

Daytime Phone Number: _____

Evening Phone Number: _____

Cell Phone Number: _____

Email Address: _____

(3) Name: _____

Daytime Phone Number: _____

Evening Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Is this the same address as last season? Yes _____ No _____

Group agrees to return a **fully executed** "Agreement" consisting of **all** pages to Levy Restaurants. Group cannot volunteer at Charlotte Motor Speedway until they have provided to Levy Restaurants a fully executed NPO Agreement, W-9, and 501C-3 Non Profit Status Letter from the IRS. Signed documents must be originals, not faxed or emailed copies.

Revised 1/1/11

Concessions Service Agreement for Charlotte Motor Speedway 2011

-1-

Levy Manager Initials _____ Group Leads Initials _____

THIS NON-PROFIT SERVICE AGREEMENT (the "Agreement"), dated this ____ day of _____, 2011, is entered by and between _____ (the "Group") Levy Premium Foodservice Limited Partnership, an Illinois limited partnership ("Levy").

WHEREAS, Levy has the exclusive right to serve food and beverage in certain areas of the Charlotte Motor Speedway (the "Facility") and it desires to use local, non-profit groups and their properly trained, highly motivated and professional volunteers to provide services at certain of its concession areas, while also maximizing the benefit to the non-profit groups;

WHEREAS, individuals volunteer to perform services for and to the benefit of Group and its mission (the "Volunteers");

WHEREAS, Group has advised the Volunteers that a method by which they perform services for and to the benefit of Group and its mission is to provide services at each concession stand, pantry, suite, seating area, or service area (collectively, the "Service Area") to Levy's guests;

WHEREAS, the Service Area will be operated by the Volunteers, who will be properly trained by Group, to perform services for the duration of all events in furtherance of the mutual goals and to the benefit of Group and Levy; and

WHEREAS, for a certain Donation (as that term is defined below), Group and all of its Volunteers will comply fully with all of the terms and conditions detailed in this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

I. Group's Representations and Warranties

Group warrants, represents, covenants and agrees as follows:

- A. Independent Contractor. Group is an independent contractor. Neither Group nor its Volunteers are Levy employees. Neither Group nor its Volunteers shall represent directly or indirectly that they are employees, agents, or legal representatives of Levy. Group agrees the Volunteers shall not be considered Levy's employees under any circumstances, including, but not limited to, under the Fair Labor Standards Act of 1938, the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, or any other city, local, state or federal laws, statutes, codes, ordinances, regulations or constitutions or common law. Although Group's Volunteers are not Levy employees, all policies and procedures set by Levy and the Facility must be communicated by Group Lead to Group and the Volunteers and must be strictly followed.
- B. Group Lead. Group shall designate an individual supervisor for each assigned Service Area within the Facility ("Group Lead"), who shall be responsible and accountable for the activities of Group and its Volunteers at the Service Area.
- C. Training. As a precondition for eligibility to work at the Facility, all Volunteers shall attend and participate in all training sessions as established by Levy, which shall be conducted by Group Leads. Group Leads shall attend a special orientation, which shall

Concessions Service Agreement for Charlotte Motor Speedway 2011

-2-

Levy Manager Initials _____ Group Leads Initials _____

cover the terms of this Agreement and the operations at the Facility, and shall be responsible for communicating all required policies and procedures to the Volunteers.

- D. Permits. To the extent permits are required by Levy, federal or state law, regulation or ordinance for either food handling or for the service of alcoholic beverages, all Volunteers shall comply with all laws, regulations and policies, including, but not limited to, those of Levy (e.g., proper food handling and alcohol service).
- E. Legal Compliance. Group agrees to comply, at Group's own expense, with the provisions of all city, local, state, and federal laws, statutes, codes, ordinances, regulations and other requirements that are applicable to Group's and the Volunteers' performance of services under the Agreement. Volunteers shall at all times while operating a Service Area at the Facility pursuant to this Agreement comply with all applicable federal, state, and local laws, regulations, ordinances, and policies, including, but not limited to, those of Levy (e.g., proper food handling and alcohol service).
- F. Alcohol Awareness. Group shall require each Volunteer who will be handling or serving alcohol at the Facility to attend an Alcohol Awareness Training session conducted by Levy for events at the Facility. Alcohol Awareness Training is mandatory, and the Group will not allow any Volunteer to serve alcoholic beverages at the Facility who has not undergone such training. All Volunteers who will be handling or serving alcohol shall be at least twenty-one (21) years of age. Group has received, read, and agrees to comply with Levy's Responsible Alcohol Service Policy, which is expressly incorporated into this Agreement by reference. Group's failure to comply will result in termination of this Agreement, and may expose Group to legal liability risks, indemnification obligations expressly imposed by this Agreement, and other consequences associated with the heavily regulated nature of the alcoholic beverage industry.
- G. Ensure Compliance. Group accepts sole and exclusive responsibility for keeping the Volunteers informed of the specific terms and conditions of this Agreement and for ensuring their full compliance with the terms herein and with all laws, regulations or policies, including, but not limited to, policies imposed by the Facility and/or by Levy and the guidelines on Exhibit H.
- H. Tax Exempt Status. Group is a not-for-profit or charitable organization, as defined under federal and state laws, and is exempt from all applicable taxes. Group shall supply Levy with its Tax Identification Number/Employer Identification Number ("EIN") and all relevant documentation confirming its not-for-profit status, as defined under the Internal Revenue Code Section 501(c)(3), prior to executing this Agreement. If Group's EIN number changes for any reason, it is Group's sole responsibility to immediately inform Levy electronically, and to notify Levy in writing pursuant to Section V (O) below. Failure to provide an accurate EIN in a timely manner or providing a false EIN will result in immediate termination of this Agreement and may expose Group to legal liability risks (including, but not limited to, civil and/or criminal penalties imposed by federal tax laws), as well as indemnification obligations expressly imposed by this Agreement. Group further represents and warrants that no amount of the Donation will be used, in any way, to support or defeat any referendum, political candidate, political party, or ballot issue.

- I. Minimum Age of Volunteers. All Volunteers must be at least eighteen (18) years of age.
- II. Conduct of the Service Areas**
- A. Volunteers' Conduct. Group shall make sure that all of its Volunteers behave in a professional manner at all times while at the Facility. Group shall not permit, condone, or allow its Volunteers to consume or use alcoholic beverages, drugs, obscene/vulgar language or disruptive behavior anywhere in the Facility, including the parking areas. No tip solicitation by any Volunteer will be permitted. No Volunteer is to be in the Facility seats, boxes, suites, bars, restaurants, or viewing areas (collectively the "Seating Areas") at anytime during the event, except to the extent Levy requires it. If a Volunteer is found loitering in any of the Seating Areas during the event or after, he or she will be removed from the Facility and Group will not be allowed to return.
- B. Reporting. In order to have the Service Area fully operable, Group will assure that Volunteers report to their assigned Service Areas within the Facility at least two (2) hours prior to doors opening for an event. Each Volunteer shall accurately complete the Volunteer Attendance Sheet for each group, a copy of which is attached hereto and incorporated herein as Exhibit "F".
- C. Access. Access to the Facility is permitted only to Volunteers specifically volunteering in Group's assigned Service Areas for the given event on the specific date. Group acknowledges that any unauthorized admission for events by any Volunteer shall be deemed as "theft of services" and may result in termination of this Agreement, in Levy's sole discretion.
- D. Services. Group shall provide the designated number of Volunteers, as specified by Levy for each event. Group will keep each assigned Service Area open and fully staffed until released by Levy. Group acknowledges that its failure to provide the specified number of Volunteers will produce a hardship for Levy, and accordingly agrees to pay Levy seventy-five dollars (\$75.00) per Volunteer short whenever such circumstances arise. Such payments will be reserved from future Donations.
- E. Appearance. All Volunteers must comply with the appearance standards specified by Levy and the Facility. Group hereby agrees that it and its Volunteers will comply with uniform guidelines detailed on Exhibit "B", which is attached hereto and incorporated herein by reference.
- F. Facility Rules and Regulations. All Volunteers must comply with the rules and regulations and guidelines as established by Levy management for the conduct of the concessions operation at the Facility as well as other applicable federal, state, and local regulatory laws. Group will provide each Volunteer with a copy of the Facility Rules and Regulations, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference.
- G. Food Handling. All Volunteers must follow federal, state, and local procedures, as specified by Levy, including Levy's policies, while handling, storing, preparing, and serving food. If a Volunteer is preparing, touching, or serving food, he or she must wear gloves at all times.

- H. Supply of Products. Levy will supply all products, equipment, and other supplies as required. Volunteers are specifically forbidden from bringing any product, equipment, or supplies either into or out of the Facility, including, but not limited to, any spoiled or unused food or event giveaways without prior written authorization from Levy. No product may be added to or removed from any location or Service Area without authorization from Levy. Volunteers shall not consume any products while at the Facility.
- I. Operation of Equipment. Volunteers must take particular care not to damage or abuse the equipment, facility, space, or Service Area provided in any way. Group agrees that if any of its Volunteers are uncertain how to properly operate any piece of equipment, he or she shall notify Levy and request instructions prior to operating that piece of equipment.
- J. Unauthorized or Unlawful Sale. Unauthorized product sale (e.g., refilling of any beverage cup) or unlawful sales or service by any Volunteer (e.g., furnishing alcohol beverages to a consumer who is obviously intoxicated or under 21 years of age) shall be cause for termination of this Agreement, and may expose Group to legal liability risks, indemnification obligations expressly imposed by this Agreement, and other consequences associated with the heavily regulated nature of the good and beverage service industries.
- K. Waste. Volunteers shall keep waste to an absolute minimum. At the conclusion of the event, Levy must verify any spoilage/waste to record on the final Service Area inventory report. The acceptable target goal per event is less than a 1% spoilage per items sold for beverage product and less than 10% of items sold for food items. If Group incurs an amount of waste or spoilage over these target goals, as determined by Levy management, Group will be charged retail value for excess waste or spoilage and such charges will be reserved from the Donation. For example, if Group sells 100 hot dogs (at \$5.00 each) and wastes 20 hot dogs, Group will be charged \$50.00. If Group incurs an amount of waste or spoilage over these target goals, as determined by Levy management, Levy may terminate this Agreement in its sole discretion.
- L. Bags Subject to Search. All Volunteers' packages, including handbags and personal items, are subject to search upon entering and exiting the Facility. Bags, purses, and backpacks are not allowed in the Service Areas; however, upon prior request, exceptions may be allowed by Levy management at its sole discretion.
- M. Food Quality. Under no conditions are perishable products to be reused from one event to the next. If any product is questionable in any way, Volunteers should not serve the product and shall contact Levy immediately. Levy shall make the final determination on whether such product is appropriate to be served.
- N. Accurate Sales. No product is to be given away or consumed by Volunteers for any reason, unless authorized in writing by Levy. Volunteers shall charge correct prices for all items. Volunteers will sell all items in the specified controllable container. Sold, used items, or previously credited items may not be included in inventory for any reason. Violation of inventory and cash control rules will result in termination of this Agreement. Cash control rules may include, but will not be limited to: Completed

Cashier logs; labeled cashier journal tapes; "z" tapes; drop slips; and GOS/POS system (Goods Out of Stock/Point of Sale).

- O. Authority. Only Levy has the authority to change any items, portions, control techniques, or prices charged for any item. Nothing in this Agreement confers any right to Group for events, products, locations or Service Areas.
- P. Volunteer Meals. Levy may, in the sole discretion of Levy management, provide a meal voucher to be used for Volunteer meals, as described in Exhibit "D". Levy will designate "break areas" where Volunteers can eat or drink. Levy requires that the Volunteers break prior to the start of the event along with other Levy employees in the designated "break area." When Volunteers leave a designated break area, they shall discard all refuse including, but not limited to, food and beverage items, into appropriate receptacles. Volunteers shall not use tobacco products (smoking, chewing or dipping tobacco), drink, eat, or talking on their cell phones (blue tooth devices are prohibited) at the Service Area.
- Q. Side Deals. Group is forbidden from negotiating any "side deals" with Levy's on-site management staff, facility clients, event managers, and participants.
- R. Cancellation Notice. Group must provide notice of cancellation of its participation for any event at least seventy-two (72) hours prior to the confirmed event. If the cancellation occurs without the appropriate prior notice, a cancellation fee of one hundred dollars (\$100.00) per stand will be reserved from Group's Donation.
- S. Cash Shortages. Group assumes sole responsibility for all cash in its possession once they exit the cash room/vault until a final drop has been received by the cash room/vault at the conclusion of the Event. Group is responsible for following all cash handling procedures and the cash drop schedule. Levy shall be entitled to withhold from any Donation any cash shortages/cash loss by the Group.

III. Levy Control

- A. Quantity of Volunteers. Levy will make all decisions relating to quantity of required Volunteers at each event and for each individual Service Area assigned to Group.
- B. Right to Restrict. Levy, in its sole discretion, reserves the right to ban Group or any of its Volunteers from the Facility.
- C. Staffing Events. Designated location, staffing, and report times for each Group will be determined by Levy. The schedule of events at the Facility for the current season is attached hereto as Exhibit "E" and incorporated herein by reference.

IV. Donation

- A. Donation. Levy agrees to pay a Donation (the "Donation") to Group, which shall be an amount equal to Ten Percent (10%) of the Net Sales from Group's Service Areas. "Net Sales" means gross sales minus all inventory and cash shortages as determined by Levy in Levy's sole discretion, costs, fees and taxes, including, but not limited to, the state

sales tax and the tax for alcoholic beverage sales.

- B. Taxes. Levy is responsible for paying all applicable taxes for the products that it has purchased.
- C. Payment. Group's Donation will be shown on the final invoice that will be completed within seven (7) days following the event. Levy will pay the Donation by check distributed to the designated Group Lead or mailing address listed on this Agreement. Payment is net (30) days from date of event. All Donations will be made payable to Group's name, not to an individual.
- D. Performance Bonus. Levy, in its sole discretion, may pay Group, if eligible, a performance bonus based on criteria that may include, but not necessarily be limited to, the following: (i) attendance; (ii) post-season events; (iii) holiday events; (iv) staffing; (v) uniform appearance; (vi) punctuality; (vii) inventory and cash procedures; (viii) sales improvement; (ix) suggestive selling; (x) cleanliness; (xi) customer service; and (xii) Service Area appearance. Group will be notified in writing, prior to the event, if a performance bonus may apply.
- E. Donation Adjustment. In addition to Donation adjustments previously provided herein, Levy reserves the right, in its sole discretion, to adjust Donations due to Group to cover any incremental cost or lost revenues that it incurs because of Group's non-performance, poor performance, poor attendance, or for any other reason as judged by Levy management in its sole discretion. Non-performance includes, but is not limited to, Group's failure to accurately complete all assigned work at the Facility. Any deduction will take into account the cost (direct or indirect) to Levy in order to correct or complete the lack of performance or breach of this Agreement by Group or any of its Volunteers, which shall be determined in Levy's sole discretion. If Group fails to show up for any scheduled event, all unpaid Donations, if any, will be reduced by at least Fifty Percent (50%).
- F. Cleaning Deduction. Levy shall inspect Group's Service Area at the end of each event to ensure proper product storage, cleanliness and sanitation. If any of Levy's labor is required to complete the cleaning or the organization of the inventory, this cost (whether direct or indirect) shall be deducted from Group's Donation. This amount shall be determined by Levy, in its sole discretion.
- G. Uniforms. Each Volunteer provided by Group will report to the event dressed as indicated in the Uniform Guidelines, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference. Group will be provided a hat and apron ("Uniform") for each Volunteer working prior to the beginning of the event. Group will sign for and acknowledge receipt of a specified quantity of Uniforms and will return that specified quantity in the same condition (less reasonable wear) to designated Levy Management at the end of the event. Group will pay Levy \$20.00 per uniform that Group does not return to Levy at the end of the event. Any amount owed to Levy by Group pursuant to this provision shall be adjusted against the Donation.
- H. Damage to Equipment. Any cost to repair or replace damaged equipment, beyond normal wear and tear, attributable to Group or any of its Volunteers will be charged to

Group and adjusted against the Donation.

- I. Minimum Donation. Subject to the terms of this Article IV, prior to each event, Levy will guarantee that Group's Donation will be at least either Fifty Dollars and No/Tenths (\$50.00), One Hundred Dollars and No/Tenths (\$100.00) or Two Hundred Dollars and No/Tenths (\$200.00) depending upon the size of the scheduled event.

V. **Miscellaneous**

- A. Tax Treatment. Group agrees that its Volunteers are not entitled to unemployment compensation benefits in the event they cease to be Volunteers under this Agreement or in the event this Agreement terminates, or workers' compensation benefits in the event they are injured in any manner while performing services under this Agreement. Group will be solely responsible to pay all taxes and other withholdings, if any, in connection with Group's and its Volunteers' services under this Agreement under applicable law.

- B. Indemnification. To the fullest extent permitted by law, Group hereby indemnifies, defends, protects and forever holds harmless Levy Premium Foodservice Limited Partnership, Levy Restaurant Limited Partnership, Levy GP Corp., Levy Holdings GP, Inc., Compass Group USA, Inc., Levy-Compass Group Holdings S.L., Compass Group PLC, and Speedway Motorsports, Inc.; Speedway Systems LLC; Charlotte Motor Speedway, LLC; SMISC Holdings dba SMI Properties; and/or all of its subsidiaries and affiliates, and each of these entities' respective partners, affiliates, shareholders, directors, officers, employees, agents, contractors, attorneys, successors, assigns and each of its and their respective partners, shareholders, directors, officers, employees, agents and representatives (collectively, the "Levy's Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, causes of action, damages, fines, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees, paraprofessional fees and court-related costs), of whatever kind or nature, in law, equity or otherwise, whether known or unknown, including without limitation, bodily injury, death, damage to or loss of personal property, business interruption, sickness, disease, injury or destruction of tangible property, compensation, or wages, whether Group's, the Volunteer's, Levy's Indemnitees or a third party's, or a breach of any representation, warranty or covenant in this Agreement or the Individual Indemnity and Release arising from or in any way based upon the activities of Group, its Volunteers at the Facility, or the breach of any representation, warranty or covenant contained in this Release all as such may in any way be related to or result, directly or indirectly, from Group's or any Volunteer's performance of services or presence at the Facility or otherwise in connection with Levy's Indemnitees, including, but not limited to, Levy, this Agreement, the Volunteers, the Individual Indemnity and Release, or the Facility, or the Fair Labor Standards Act of 1938, the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, or any other city, local, state or federal laws, statutes, codes, ordinances, regulations, or constitution, or common law.

- C. Individual Indemnity and Release. It is Group's responsibility to ensure that prior to performing services at the Facility, each Volunteer must receive, fully understand, and sign both a Volunteer Registration Form and an Individual Indemnity and Release, the

Concessions Service Agreement for Charlotte Motor Speedway 2011

-8-

Levy Manager Initials _____ Group Leads Initials _____

latter of which releases Levy's Indemnitees from legal liability and certain responsibilities, all as more fully set forth in said documents, copies of which are attached hereto as Composite Exhibit "F" and incorporated herein by reference. Group has the sole and exclusive responsibility to ensure that none of the Volunteers perform services at the Facility without first signing the Volunteer Registration Form and Individual Indemnity and Release. If Group fails to obtain a valid and fully executed Volunteer Registration Form and Individual Indemnity and Release from each and every Volunteer before such Volunteer performs services at the Facility, Group shall defend, indemnify, protect and forever hold harmless Levy's Indemnitees from and against any and all Claims in any way related to, or resulting directly or indirectly from, such Volunteer.

D. Insurance. Group shall procure, and shall maintain in full force and effect at all times during the term of this Agreement, insurance against risks as is customarily carried, paying as the same become due all premiums thereof, including, without limitation:

(i) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$5,000,000 in the aggregate. The each occurrence limit and annual aggregate limit may be satisfied by using a combination of primary and umbrella (excess) insurance coverages. Such insurance shall include coverage for products-completed operations liability, personal injury, property damage and bodily injury liability

(ii) Commercial Liquor Liability coverage with protection on a combined single limit of not less than \$1 million per occurrence, the general aggregate shall have a limit of not less than \$1 million.

(iii) The following entities are to be named as additional insured with respect to Commercial General Liability coverage and Commercial Liquor Liability:

Levy Premium Foodservice Limited Partnership, Levy Restaurant Limited Partnership, Levy GP Corp., Levy Holdings GP, Inc., Compass Group USA, Inc., Levy-Compass Group Holdings S.L., Compass Group PLC, Speedway Motorsports, Inc.; Speedway Systems LLC; Charlotte Motor Speedway, LLC; SMISC Holdings dba SMI Properties; and/or all of its subsidiaries and affiliates, and all of these entities respective related partnerships, affiliates, corporations and limited liability companies, whether currently existing or hereafter formed, and specifically including all of their respective owners, partners, shareholders, members, officers, directors, managers, trustees, agents, employees and representatives, all as their interests may appear.

(iv) Upon execution of this Agreement, Group shall deliver a Certificate of Insurance to Levy evidencing the required insurance coverages.

If Group does not provide a Certificate of Insurance providing any and all of the required coverages described above, the Group hereby agrees that Levy will charge Group Two

Percent (2.00%) of Net Sales from the Group's Service Areas. Notwithstanding the foregoing, Group and its Volunteers will not be covered under Levy's insurance policies under any circumstances.

- E. Compliance. Group and its Volunteers will abide by all rules, regulations, policies and procedures of Levy and the Facility. Group will comply with all applicable local, state and federal rules, regulations, ordinances and laws while at the Facility, including the parking areas.
- F. Personal Loss. It is agreed and understood that neither Levy nor the Facility is responsible for any personal belongings lost, stolen or damaged while inside the Facility, including the parking areas.
- G. Confidentiality. Group agrees that neither Group nor its Volunteers will disclose any information, not already known to the public, regarding Levy, and/or any other confidential information it receives during the term of this Agreement.
- H. No Authority. Neither Group nor its Volunteers have any authority, actual or apparent, to bind Levy to any contract, agreement, or obligation. Neither Group nor its Volunteers will take any action which may lead any person or entity to believe Group has the authority, apparent or otherwise, to bind Levy to any agreement or obligation including, but not limited to, resolution of customer complaints. Parties to this Agreement are not and will not be considered partners, joint ventures or agents of each and none of them have the power to bind or obligate each other.
- I. Assignment. This Agreement cannot be assigned by Group. Levy, in its sole discretion, may assign this Agreement to any of its related or affiliated entities, which are managing food service operations at the Facility.
- J. Entire Agreement. This Agreement represents the entire agreement between Levy and Group. The terms and conditions of this Agreement supersede all prior negotiations, representations, or agreements, either written or oral. Business conditions may occasionally dictate modifications to the specific terms of this Agreement; however, no changes can be made without specific written approval from Levy.
- K. Governing Law and Forum. This Agreement shall be construed, governed, and enforced under the laws of the State of Illinois without regard to its conflict of laws provisions. Any dispute regarding this Agreement will be decided by a court of competent jurisdiction located in the State of Illinois.
- L. Headings. The headings in this Agreement are intended for convenience and do not have any legal significance.
- M. Modifications. All aspects of this Agreement must be put in writing at all times. Levy's contractual commitment must be reviewed by and signed by Levy's Director of Operations.
- N. Termination. Levy reserves the right to cancel or terminate this Agreement at any time for any reason. Failure to adhere to any of this Agreement's terms without Levy's approval may result in fee assessments, reduced Donations, temporary suspension, or

termination of this Agreement, all in Levy's sole discretion.

- O. Notice. Any notice required by this Agreement shall be in writing and shall be sent either by U.S. Postal Service via certified mail, return receipt requested, or by traceable overnight courier service to the addresses set forth below:

LEVY Director of Operations _____ 5115 Morehead Road _____ Suite 200 _____ Concord NC 28027 _____	GROUP _____ _____ _____ _____
--	--

By signing in the space provided below, the parties hereby agree to the terms and conditions contained herein.

NON-PROFIT GROUP

TAX IDENTIFICATION NUMBER

GROUP'S REPRESENTATIVE

**LEVY PREMIUM FOODSERVICE
LIMITED PARTNERSHIP,
an Illinois limited partnership**

By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

S:\LAW\Restaurants – Sports & Entertainment\Current Locations\Charlotte Motor Speedway\2011 CMS Concessions NFP Agreement doc

EXHIBIT "B"

UNIFORM GUIDELINES

Volunteers will report to work dressed in a clean white shirt with a collar. Shirts must be tucked in. Volunteers who are not dressed in a white collared shirt will not be allowed to work. All Volunteers shall wear pants that are long and khaki in color and slip resistant closed toe shoes that are either white/black in color.

Levy will provide each Volunteer with a hat and apron.

EXHIBIT "C"

FACILITY RULES AND REGULATIONS

- All Volunteers must be at least 18 years of age.
- All Volunteers must have a Credential to enter the track and must carry it at all times. A Credential can only be received at the designated Concession sign in location. This Credential is only for gate entry and concession access. You are not permitted in any other area with this pass (stands, pit access). See Section II-C of the Agreement.
- All Credential stubs must be signed and turned in at the sign in tent.
- A Track Release and Waiver of Liability form must be signed by everyone that has received a Credential.
- Do not pour grease down the sink. Use the grease bucket provided. If you do not have a grease bucket or if your grease bucket needs to be emptied, see your Area Supervisor.
- You are allowed to bring in a personal cooler as long as it is in compliance with the track guidelines and out of sight of the customers.
- Please park in designated areas or you may be towed.
- Do not pour ice or water from the ice merchandisers on the concourse. You will have designated areas for this.
- All Volunteers must have attended an Alcohol Awareness Class provided by Levy Restaurants, and those who are handling or serving alcohol must be at least 21 years of age.
- Personal signs are not allowed. They must come from the Facility or from Levy Restaurants.
- All Non-Profit Groups must provide appropriate documentation confirming their not-for-profit status as required in Section I-F of the Agreement.
- All bags are subject to search when entering and exiting the Facility.
- It is agreed and understood that neither Levy nor the Facility shall be responsible for any personal belongings lost, stolen or damaged while inside the Facility or in the parking areas.
- No eating, drinking, or using tobacco products of any kind in the stands or service areas.
- No tip jars or soliciting for tips allowed.

EXHIBIT "D"

VOLUNTEER MEALS

Levy will provide a food voucher this year for the NFP groups. Each group will receive 1 voucher per volunteer based only on the number of volunteers requested on the confirmation form. Extra vouchers will not be issued for extra volunteers.

We will not have pit stop bucks available for purchase this year.

As in the past, groups will still be allowed to bring in a cooler with food and non-alcoholic beverage as long as the cooler is in compliance with track guidelines and out of sight of the customers.

The food voucher will allow each volunteer to have a hot dog or hamburger, a bag of potato chips and bottled water. Specialty hot dog and hamburgers will not be included in the meal. The food voucher will only be valid at a Levy concession stand.

All food vouchers must be turned in with the event book at the end of the event. Any food vouchers not turned in at this time will result in a shortage for that concession stand.

EXHIBIT "E"

**SCHEDULE OF EVENTS
CHARLOTTE MOTOR SPEEDWAY**

FOOD LION AUTO FAIR	APRIL 7 – 10
Z - NHRA SPRING NATIONALS	APRIL 14 -- 17
NC EDUCATION LOTTERY 200	MAY 20
NASCAR SPRINT ALL STAR RACE	MAY 21
WINDSTREAM POLE NIGHT	MAY 26
D - WORLD OF OUTLAWS SPRINT CARS	MAY 27
CMS 300	MAY 28
COCA-COLA 600	MAY 29
SUMMER SHOOTOUT SERIES	JUNE 14 – AUG 16 (10 CONSECUTIVE TUESDAY NIGHTS)
SUMMER DRAG & BRAG SERIES	JUNE 15 – JULY 20 (6 CONSECUTIVE WEDNESDAY NIGHTS)
Z – FAITH, FAMILY, & FREEDOM CONCERT	JUNE 25
Z - NMCA/NMRA NATIONALS	AUGUST 5 – 7
D - MONSTER TRUCK BASH	AUGUST 13
FOOD LION AUTOFAIR	AUGUST 25 -- 28
Z - NHRA CAROLINAS NATIONALS	SEPTEMBER 15 – 18
D - WORLD OF OUTLAWS LATE MODELS	OCTOBER 12
BOJANGLES POLE NIGHT	OCTOBER 13
DOLLAR GENERAL 300	OCTOBER 14
BANK OF AMERICA 500	OCTOBER 15
GOODGUYS SOUTHEASTERN NATIONALS	OCTOBER 28 – 30
D - WORLD OF OUTLAWS FINALS	NOVEMBER 3 - 5

***NASCAR EVENTS**

D – THE DIRT TRACK @ CHARLOTTE MOTOR SPEEDWAY

Z – ZMAX DRAGWAY

Concessions Service Agreement for Charlotte Motor Speedway 2011

-15-

Levy Manager Initials _____ Group Leads Initials _____

EXHIBIT "F"

INDIVIDUAL INDEMNITY AND RELEASE

THIS INDIVIDUAL INDEMNITY AND RELEASE (this "Release") is made as of the ____ day of _____, 2011, by the undersigned individual volunteer ("Volunteer") for _____ ("Group") in favor of Levy Premium Foodservice Limited Partnership d/b/a Levy Restaurants, an Illinois limited partnership ("Levy").

WHEREAS, Group and Levy have entered into a certain Non-Profit Group Service Agreement, dated _____, 2011 ("Agreement");

WHEREAS, Group has agreed to provide the undersigned Volunteer's services to Levy at _____ (the "Facility"); and

WHEREAS, Levy will only consent to Volunteer's entry into the Facility and performance of Volunteer's services upon its receipt of this Individual Indemnity and Release executed by each of Group's Volunteers.

NOW THEREFORE, in consideration of Levy's consent to the entry of the Volunteer in the Facility, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Volunteer hereby agrees as follows:

1. The performance of volunteer services by Volunteer at the Facility shall not create an employment relationship between the Volunteer and Levy. Group is an independent contractor. Neither Group nor Volunteer is Levy employees.
2. Volunteer acknowledges and agrees that Volunteer: (a) is a Volunteer on behalf of Group, which is a non-profit agency or organization, (b) is not a Levy employee, and (c) is not receiving any monetary remuneration from Levy or Group for the volunteer services.
3. Volunteer will abide by all rules, regulations, policies and procedures of Levy, the Facility and all applicable local, state and federal laws, rules, regulations and ordinances in connection with Volunteer's activities at the Facility.
4. Group has reviewed with Volunteer the terms of Group's Agreement with Levy, and Volunteer agrees to abide by all of its terms as they relate to Volunteer.
5. To the fullest extent permitted by law, Volunteer hereby indemnifies, defends, protects and forever holds harmless and fully and completely waives, releases and forever discharges Levy Premium Foodservice Limited Partnership, Levy Restaurant Limited Partnership, Levy GP Corp., Levy Holdings GP, Inc., Compass Group USA, Inc., Levy-Compass Group Holdings S.L., Compass Group PLC, Speedway Motorsports, Inc.; Speedway Systems LLC; Charlotte Motor Speedway, LLC; and SMISC Holdings dba SMI Properties, and each of these entities' respective partners, affiliates, shareholders, directors, officers, employees, agents, contractors, attorneys, successors, assigns and each of its and their respective partners, shareholders, directors, officers, employees, agents, and representatives (collectively, the "Levy Indemnitees"), from and against any

Concessions Service Agreement for Charlotte Motor Speedway 2011

-16-

Levy Manager Initials _____ Group Leads Initials _____

EXHIBIT "H"

Compliance Guidelines

1. Group's failure to comply with Levy's Responsible Alcohol Service Policy will result in immediate termination of this Agreement and Group shall forfeit its Donation.
2. Failure to provide the specified number of Volunteers will result in a fine equal to Seventy-Five dollars (\$75.00) per Volunteer short.
3. All volunteers must follow federal, state and local procedures, as specified by Levy, including Levy's policies regarding safe food handling and sanitation. If standards are not upheld, a hundred dollar (\$100.00) fine will be reserved from Group's donation. This includes but is not limited to CNS and Health Department Inspections.
4. The cost value for excess waste or spoilage over one percent (1%) of beverage and ten percent (10%) of high volume food sales will be reserved from the Group's Donation.
5. If Group's cancellation occurs without the appropriate prior notice, a cancellation fee of one hundred dollars (\$100.00) per stand will be reserved from Group's Donation.
6. If Levy is required to complete the cleaning or the organization of the inventory, this cost (whether direct or indirect) shall be deducted from Group's Donation. This amount shall be determined by Levy, in its sole discretion.
7. Failure to return the designated number of Uniforms at the end of the event will result in a fine of Twenty Dollars (\$20.00) per uniform missing. Fine will be reserved from Group's Donation.