

APPROVING A HOSPITALITY LIQUOR LICENSE FOR VOLUME SERVICES, INC., D/B/A SODEXO LIVE!, FOR THE NORTHERN ILLINOIS UNIVERSITY STADIUM LOCATED AT 1245 STADIUM DRIVE, DEKALB, ILLINOIS.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the City regulates the sale of alcoholic beverages within the City's corporate limits pursuant to Chapter 38 of the City's Municipal Code; and

WHEREAS, the City received and reviewed an application (the "Application") for a Hospitality Liquor License for the establishment known as Volume Services, Inc. (the "Applicant" or "Licensee") for property located at 1245 Stadium Drive, DeKalb, Illinois (the "Property" or "Premises"); and

WHEREAS, the City's corporate authorities find that it is in the City's best interests to approve the Application for the protection of the public health, morals and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The recitals to this resolution are adopted and incorporated as Section One to this Resolution.

SECTION 2: The City's corporate authorities approve the Application and authorize the issuance of a liquor license, Hospitality, to Volume Services, Inc., for the Premises at 1245 Stadium Drive, DeKalb, Illinois (the "License"), subject to the following terms and conditions:

1. After issuance, the License shall be subject to all provisions of the City's Municipal Code, including those provisions pertaining to the term of an initial issuance of liquor license, renewal of liquor license, and similar provisions, unless specifically waived by this Resolution.
2. The City Council expressly authorizes the Liquor Commissioner to approve specific regulations of the uses of the Premises within the Business Plan and Premises Plan, either as initially approved or as later amended by the Liquor Commissioner.
3. The License shall be subject to the following conditions precedent to final issuance:
 - a. Applicant shall be required to obtain and maintain at all times a Fire Life Safety license for the Premises;
 - b. Applicant shall be required to adhere to the occupancy limit, once established;
 - c. Applicant shall be required to successfully pass all background investigations;
 - d. Applicant shall obtain a State of Illinois liquor license prior to commencing liquor operations;
 - e. Applicant and its employees must successfully complete a Certified Alcohol Server Education Program that is accredited as a Basset Program by the State of Illinois prior to the date on which Applicant and its employees start serving, preparing or selling alcohol; and

- f. Applicant shall operate the Premises in compliance with all applicable laws, regulations, codes and ordinances, and Applicant shall collect and remit all taxes required under applicable federal, state and local laws and ordinances.
4. The License shall be deemed to permanently include the following restrictions:
- a. The Property shall comply with all applicable laws, regulations, and the City's Municipal Code, ordinances, rules and regulations.
 - b. The Property shall comply with applicable requirements and parking restrictions provided by the City's Unified Development Ordinance.

SECTION 3: The City's corporate authorities authorize and direct City staff to issue the License upon Applicant's satisfaction of the conditions precedent provided by Section Two of this Resolution, and prior to Applicant's satisfaction of said conditions precedent, to issue a conditional license, which may be used to obtain any required federal or state licensure.

SECTION 4: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 5: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 24th day of April 2023 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None. Absent: Morris.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant



LIQUOR LICENSE APPLICATION BY:
Municipal Code Chapter 38 "Intoxicating Liquors"

Applicants are strongly encouraged to review Chapter 38 in its entirety, prior to completing this application.

INCOMPLETE APPLICATIONS WILL BE RETURNED TO APPLICANT.

Corporation/LLC Name: Volume Services, Inc.

Business Name (d/b/a): Sodexo Live!

Business Address: 1245 Stadium Drive N, Dekalb, IL 60115

1. Choose the type of liquor license sought: (pick one primary license classification, and all applicable sub-licenses/permits desired) (Reference Section 38.01 "Definitions" and Section 38.07 "Classifications of Liquor Licenses")

☐ **Bar (Primary Bar)**

- ☐ w/Over-the-Counter Package Liquor Sales
- +Restaurant Sales ☐
- +Hospitality License for Banquet Sales ☐
- +Annual Catering Permit ☐
- +Live Entertainment Permit ☐
- +Tasting Permit ☐

☐ **Restaurant (Primary Restaurant)**

Type of Liquor Sales: (select one)

- ☐ Low Alcohol by Volume (Low ABV)
- ☐ Unrestricted (Full Variety of Liquor)
- +Bar License ☐
- +Hospitality License for Banquet Sales ☐
- +BYOB Supplement ☐
- +Annual Catering Permit ☐
- +Live Entertainment Permit ☐
- +Tasting Permit ☐

☒ **Hospitality**

Primary Nature of Establishment: (select one)

- ☐ Hotel
- ☒ Banquet
- ☐ Bowling Alley
- ☐ Indoor Sports Simulator Facility
- +Annual Catering Permit ☐
- +Live Entertainment Permit ☐
- +Tasting Permit ☐

☐ **PENP (Public Entity/Non-Profit)**

- +Live Entertainment Permit ☐
- +Tasting Permit ☐

☐ **Grocery or Drug Store**

Size of Store: (select one)

- ☐ Small (8,790 – 19,999 sq. ft.)
- ☐ Medium (20,000 – 40,000 sq. ft.)
- ☐ Large (40,001+ sq. ft.)
- +Annual Catering Permit ☐
- +Tasting Permit ☐

☐ **Package Liquor Store**

- +Tasting Permit ☐

☐ **Liquor Production**

- +Annual Catering Permit ☐
- +Live Entertainment Permit ☐

☐ **Golf Course**

- +Bar License
- +Restaurant Sales
- +Hospitality License for Banquet Sales
- +Live Entertainment Permit
- +Tasting Permit

☐ **Auditorium** (Limited Licenses)

☐ **BYOB (Standalone Licensure)**

☐ **Laundromats**

NOTE: If the proposed establishment listed above qualifies and wishes to apply for a supplemental Gambling/Video Gaming Device license, a separate [application](#) must be filed. (Reference Section 38.27 "Gambling Devices")

2. **Application Fee Required.** A \$538.00 non-refundable application fee is required and must be submitted with this application in the form of a Certified Check.
3. **List the names of each owner and manager of the proposed establishment below and attach a Liquor License Background Investigation form for each, completely filled out, signed and notarized.** A non-refundable \$50.00 background investigation fee is required for each owner and manager listed and must be submitted with this application (use a separate sheet of paper if more space is needed). (Reference Section 38.04 "Application for and Renewal of Liquor License or Permit") Note: This application will not be submitted for review by the Liquor Commissioner and City Council until all background investigations are complete.

Name: Volume Services America, Inc. Role: ☒ Owner ☐ Manager

Name: Steven Pangburn Role: ☐ CEO & President ☐ Owner ☐ Manager

Name: Hadi Monavar Role: ☐ EVP/CFO/CAO ☐ Owner ☐ Manager

Name: Joan Rector McGlockton Role: ☐ Corporate Secretary ☐ Owner ☐ Manager

Marc Blass Role: ☐ VP/Treasurer

4. **Ownership/Lease of Premises**

- a. Does the person completing this renewal application own the premises on which the license is to be located?

☐ Yes
☒ No

- b. If the property the business is located on is leased, provide the landlord's name, street address, city, state, zip code and telephone number.

Landlord Name: Board of Trustees of Northern Illinois University

Address: 1425 Lincoln Highway

City, State, Zip Code: DeKalb, IL 60115

Telephone No.: _____

5. **Provide a brief narrative below of the applicant's experience in the line of business in which the license is sought.**

Applicant has extensive experience in the food and beverage industry and currently holds multiple liquor licenses throughout the country. Further, the applicant is an affiliate entity of the current licensee.

6. **Provide the proposed hours of operation for the proposed establishment. If different areas of the establishment will have different hours of operation, please identify. Hours of operation must comply with those listed in Section 38.25 "Hours for Sale of Alcohol".**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
8AM-11PM	8AM-11PM	8AM-11PM	8AM-11PM	8AM-11PM	8AM-11PM	8AM-11PM

Please note that while the hours of operation for the premises will vary based on each event taking place, the above hours are the earliest and latest it will ever be operating.

7. **Attach a detailed floor plan for the proposed establishment (if more than one floor will be utilized, provide a floor plan for each floor).** The floor plan should clearly reflect all entrances and exits, restrooms, areas where alcohol will be served, stored, prepared or consumed, and similar information. If there are proposed separate areas for consumption (e.g. bar and restaurant), each area should be depicted, along with bathrooms intended to be used. Floor plans must comply with all requirements of state law and Chapter 38.

8. **Outdoor Seating.** If outdoor seating is desired, please provide the following: (Reference Section 38.14 "Outdoor Seating Areas")

- a. Attach a site plan showing the outdoor seating area, fencing, controlled access points, location relative to parking, private property, and public rights-of-way, location where alcohol will be stored and served, seating area, occupancy limits, and similar information, detailed outdoor seating plan.
- b. Provide a narrative below describing operation plans for running, servicing, monitoring and security of the outdoor seating area.

The outdoor seating area and bar will be located in the west parking lot of the stadium. Such area will be fully enclosed with a fence and employees will monitor the entrance/exit to make sure no patrons are leaving the area with alcoholic beverages.

9. **Provide a detailed description of the security plan for the proposed establishment as follows:**

a. **Measures for age verification prior to entry into the establishment and/or prior to the sale of alcohol.**

Upon entry to the stadium, employees will check patron IDs and provide wrist bands to all individuals 21 and over. Further, all employees will re-check ID and wrist bands prior to selling/serving any alcohol to patrons.

b. **The method of storing and securing alcohol prior to sale.**

Alcohol will be stored in locked coolers and storage rooms.

c. **The method of securing site access.**

When the stadium is not in use, it will be properly secured by the university's security personnel.

d. **Training to be provided to employees and alcohol servers.**

BASSIT Training for all employees serving alcohol.

e. **The security plan for rowdy or disruptive patrons.**

Employees will contact facility and police personnel to handle rowdy or disruptive patrons.

f. **Anti-theft policies and countermeasures.**

University police check all entry doors at the stadium after the premises closes at the end of each event and they check on the building daily.

g. **Surveillance equipment to be utilized and a surveillance plan.**

Surveillance for premises is handled by the university.

h. **Any other related security information.**

N/A

i. **Address any license-specific security measures (common examples: for Bars, how will over-the-counter package sales be conducted; for Hotels, how will mini-bars be secured from unauthorized access; for Grocery stores, how will small containers (e.g. "fifths") be secured.**

N/A

10. **Provide a detailed signage plan.** Signs are required to notify patrons of applicable age restrictions. Sign content and location must be submitted and approved. (Examples of accepted signage can be found on the Illinois Liquor Control Commission website.) All required signs will be placed in all concession stands and bars in a spot that is conspicuous to all patrons. Further copies of all required signs will be located in the office should a replacement be needed.
11. **Provide a detailed description of the training plan for Alcohol Servers.** All alcohol servers must complete a Certified Alcohol Server Education Program that is state accredited as a Basset Program and/or approved by the City of DeKalb prior to the date employees start serving, preparing or selling alcohol.

All employees will be required to take a state accredited Basset Program prior to selling/serving alcohol at the premises. Further, the premises will keep copies of employees' alcohol training certificates on the licensed premises to ensure that all employees keep in compliance with the alcohol server training requirements.

12. **Cross Marketing.** If cross-marketing is permitted for the proposed establishment, provide a description below of the cross-marketing plan. (Reference Section 38.01 "Definitions" and Section 38.07 "Classifications of Liquor Licenses", Subsection b))

N/A

13. **Conditional Liquor License.** If the proposed establishment is requesting a Conditional Liquor License prior to the issuance of a Certificate of Occupancy, describe below the reason for the request. (Reference Section 38.04 "Application for and Renewal of Liquor License or Permit", Subsection f)1.)

-N/A- a conditional liquor license will be issued so the applicant can apply for a State of Illinois liquor license

14. **Attach a copy of the City of DeKalb issued Fire-Life Safety license, or a copy of a completed Fire-Life Safety application.** Fire-Life Safety application fees are based on square footage and provided on the application.

15. **Attach a Certificate of Insurance that is compliant with Section 38.06 "Insurance".** The certificate must name the City of DeKalb as an additional primary insured without right of subrogation, with a 30-day notice of cancellation, on statutory dram shop liability insurance and on a minimum \$1,000,000.00 comprehensive general liability insurance policy.

16. **Attach a completed and signed copy of the proposed establishment's application for a State of Illinois Liquor License, with all required supplements.** By applying for a City of DeKalb Liquor License, the applicant agrees to provide to the City copies of all correspondence between the licensed establishment and the Illinois Liquor Control Commission.

17. **Attach a completed and signed Registration for Restaurant, Bar and Package Liquor Tax application.** already submitted

18. **Attach any other information that would be helpful in the evaluation of this application.**

By submitting this signed application, the applicant certifies under oath, and subject penalties of perjury, that: (initial each statement)

- ☒ a. No owners or managers are delinquent on any tax, obligation, parking citation, ordinance violation, or other cost fee or expense due and payable to the City of DeKalb.
- ☒ b. Chapter 38 "Intoxicating Liquors" of the City of DeKalb Municipal code has been reviewed by the licensee who shall comply therewith, including but not limited to, Section 38.09 "Restrictions Generally Applicable", Section 38.21 "Persons Under the Age of 21", and Section 38.23 "Change in Information".
- ☒ c. All of the contents on the State of Illinois Liquor License application, the City of DeKalb Liquor License application, and any attachments hereto are true and accurate and fully disclose all relevant facts and information.
- ☒ d. The licensee consents to the inspection provisions of Section 39.09 "Restrictions Generally Application, subsection a).

Signed and submitted under Oath this 22nd day of December, 2022.

Applicant Signature: _____

Print Name: Hadi Monavar

Title: EVP/CFO/CAO



164 E Lincoln Hwy
DeKalb, IL 60115
(815) 748-2000
<https://www.cityofdekalb.com/>

Business Address:
VOLUME SERVICES, INC.
SODEXO LIVE!
1245 STADIUM DR N
DEKALB, IL 60115

INVOICE NO.

00014418

State Tax ID**License #**

2023-6455

Invoice Date

03/09/2023

Due Date

03/09/2023

Amount Due

\$538.00

Invoice #:	License #:	License Type:	Application Date:	Expiration Date:
00014418	2023-6455	LIQUOR LICENSE	03/09/2023	08/31/2023

Fee Description	Amount Due
LIQUOR LICENSE - APPLICATION FEE	\$538.00

Remit to:

City of DeKalb
164 E Lincoln Hwy
DeKalb, IL 60115

**PAY INVOICES ONLINE AT
CITYOFDEKALB.COM**

RETURN LOWER PORTION WITH YOUR PAYMENT

Invoice Number: **00014418**

Billing/Mailing Address:
VOLUME SERVICES, INC.

DEKALB, IL 60115

Billing/Invoice Date: 03/09/2023

Total Due: \$538.00

Due Date: 03/09/2023

City of DeKalb
164 E. LINCOLN HWY
DeKalb, IL 60115

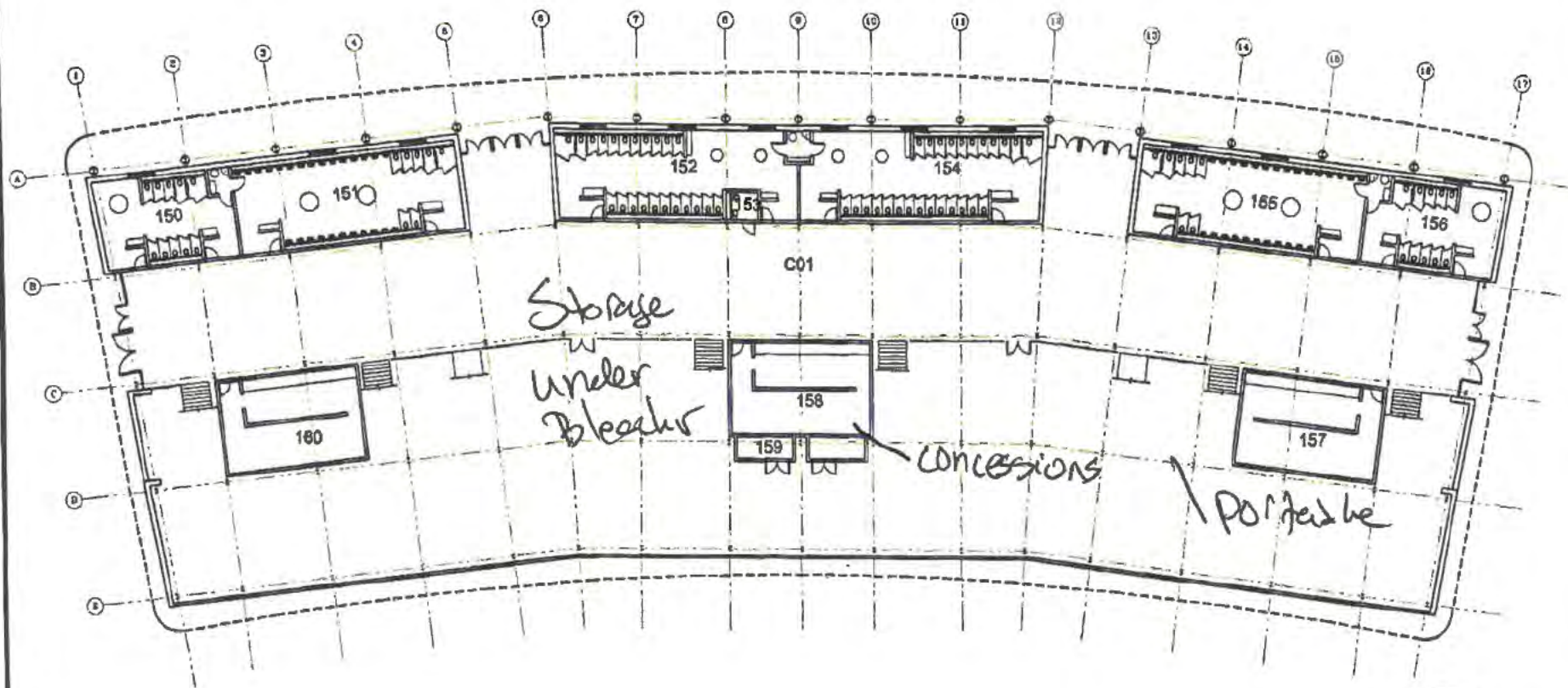
Paid By:
VOLUME SERVICES, INC.
1245 STADIUM DR N
DEKALB, IL 60115

RECEIPT

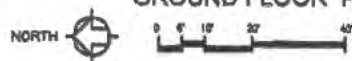
Receipt #	Post Date
00012985	03/10/2023
Business ID	
2354	
Cashier	
NINA.SIMS	
Payment Method	
Check	003997812

License Number	Invoice #	Description	Fee ID	Amount Paid
2023-6455	00014418	LIQUOR LICENSE - APPLICATION FEE	LIQLICAP	538.00

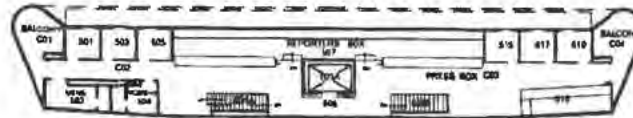
Total Amount Paid
538.00



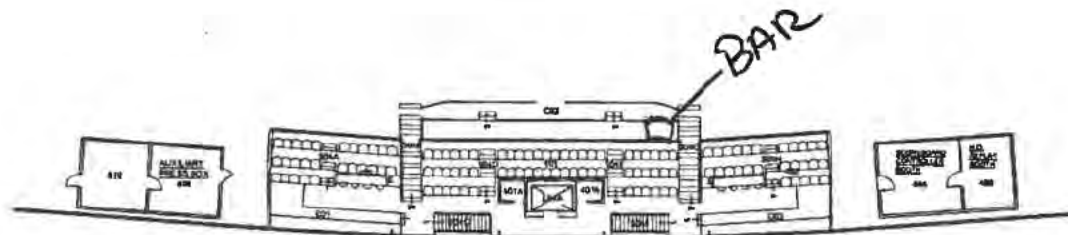
HUSKIE STADIUM - EAST
GROUND FLOOR PLAN



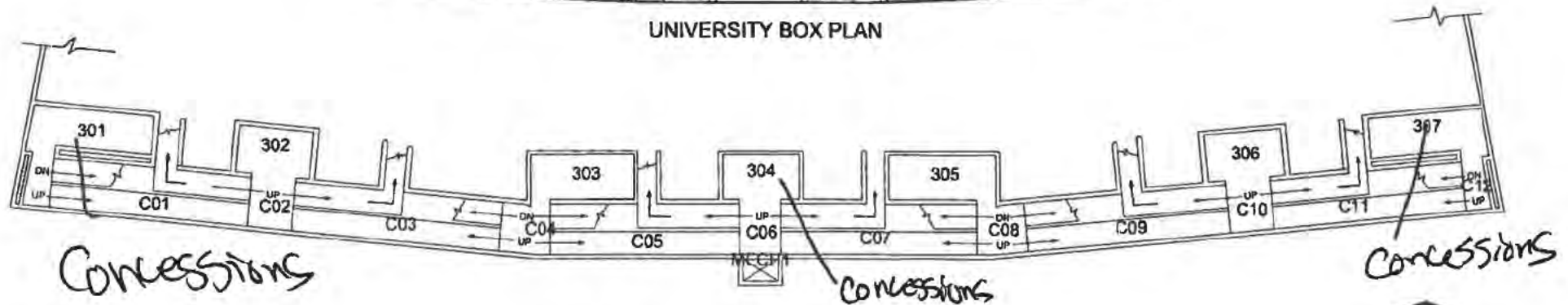
Northern Illinois
University



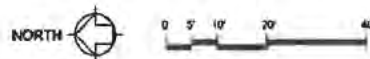
PRESS BOX



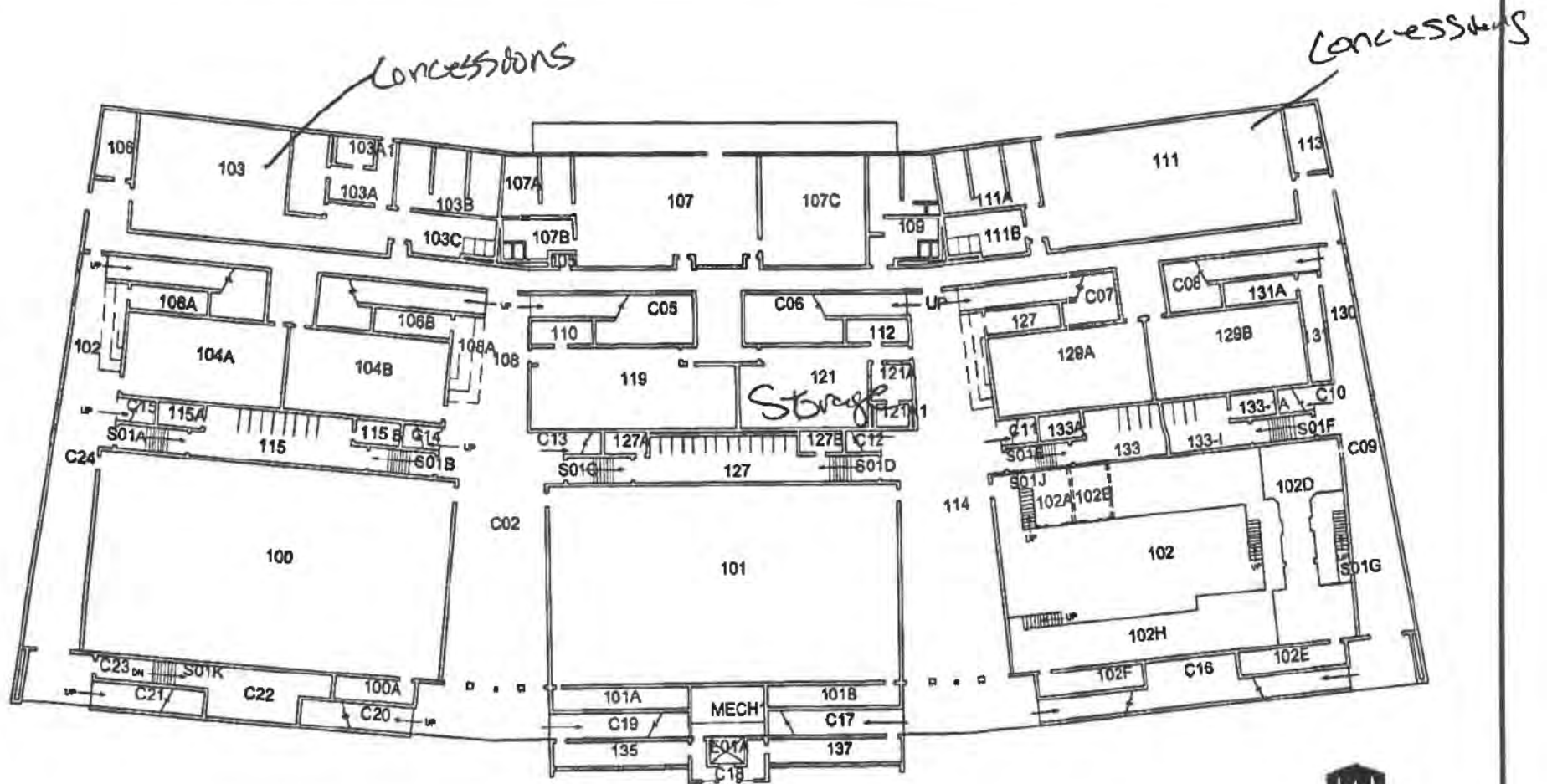
UNIVERSITY BOX PLAN



UPPER LEVEL CONCESSION AND RESTROOMS
HUSKIE STADIUM - WEST



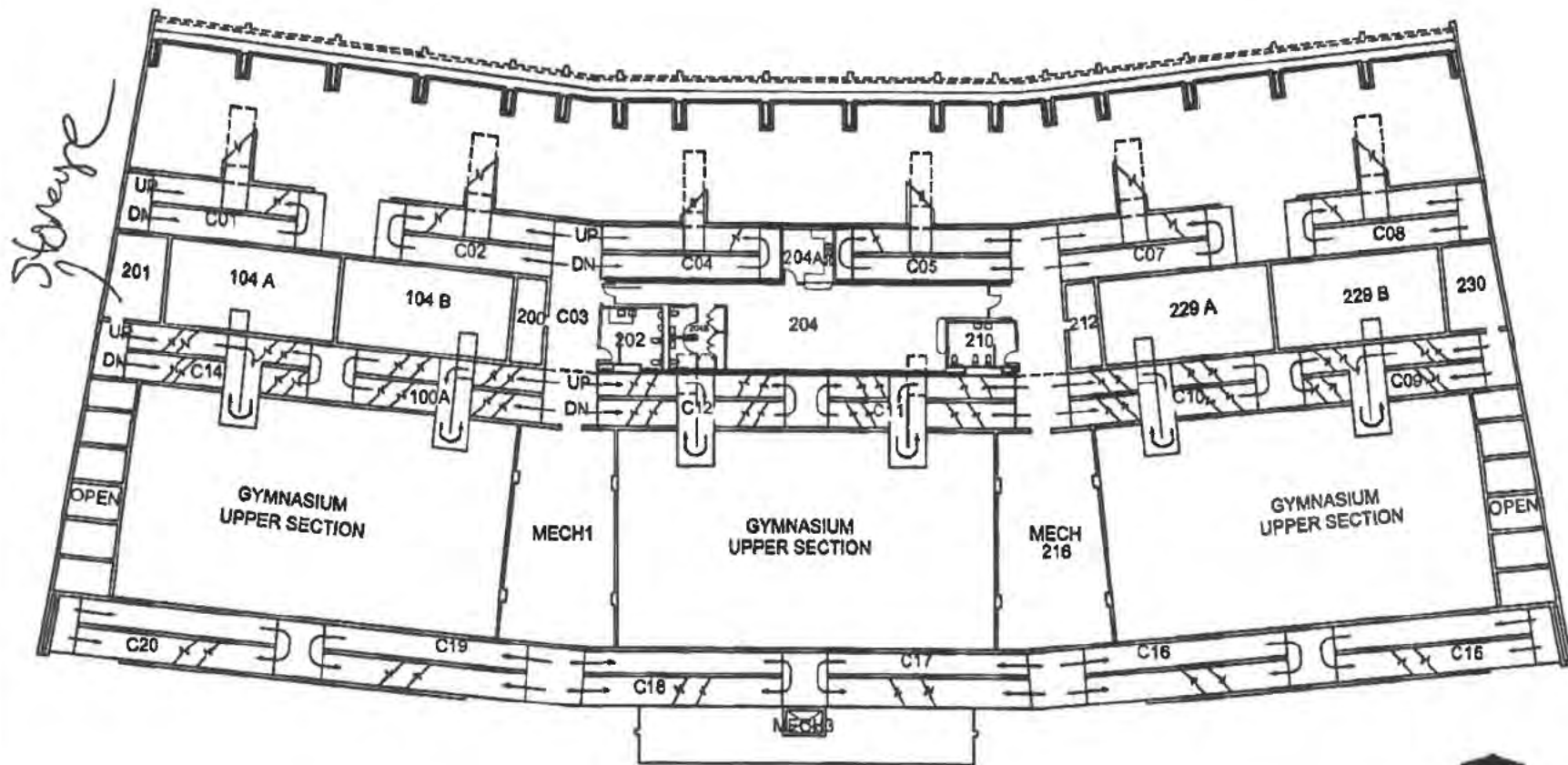
Northern Illinois
University



HUSKIE STADIUM - WEST
NORTH GROUND FLOOR PLAN



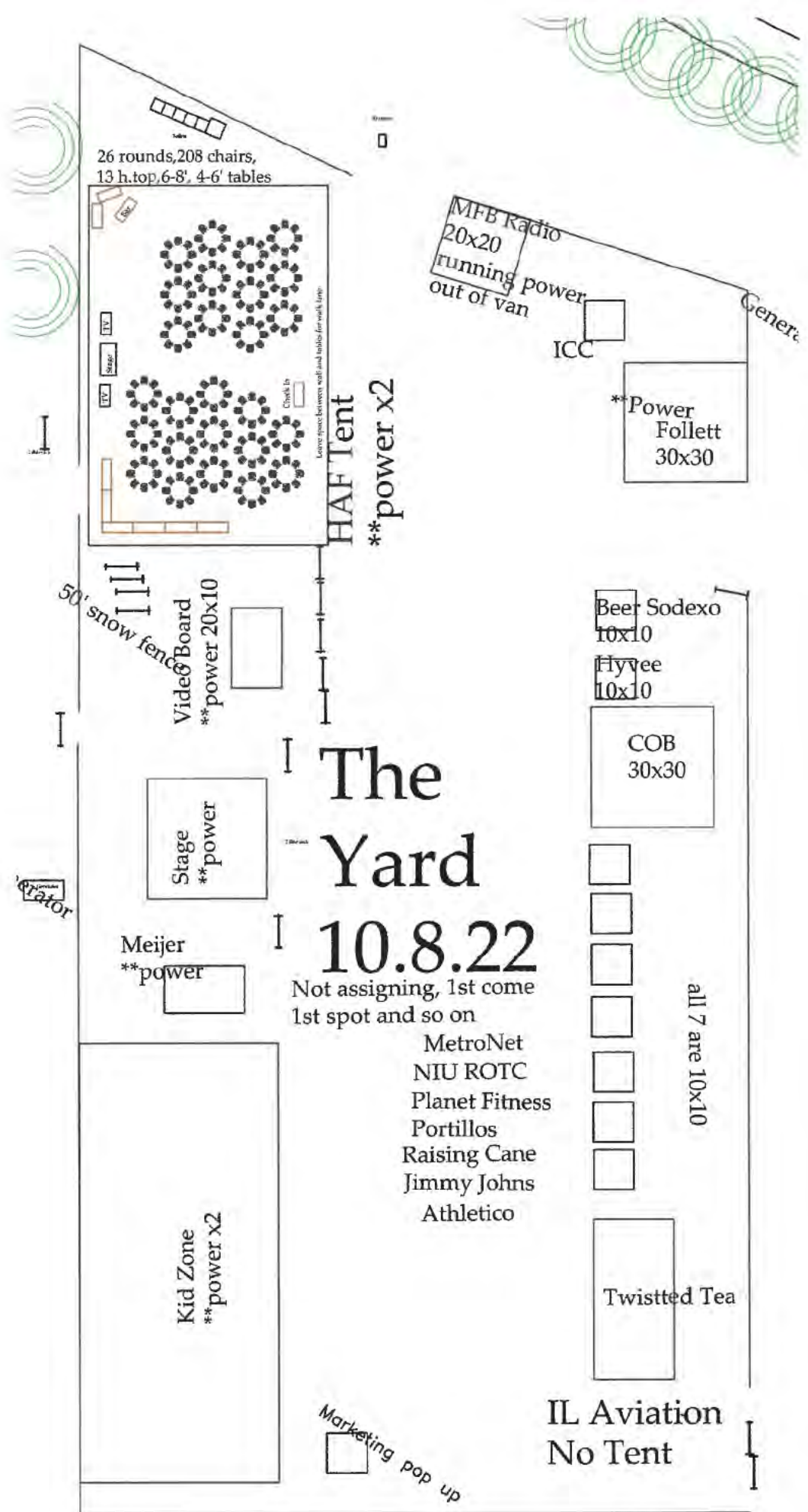
Northern Illinois
University



HUSKIE STADIUM - WEST SECOND FLOOR PLAN



Northern Illinois
University



26 rounds, 208 chairs,
13 h.top, 6-8', 4-6' tables

MFB Radio
20x20
running power
out of van

ICC

Genera

**Power
Follett
30x30

HAF Tent
**power x2

50' snow fence
Video Board
**power 20x10

Stage
**power

Meijer
**power

Kid Zone
**power x2

The Yard 10.8.22

Not assigning, 1st come
1st spot and so on

MetroNet
NIU ROTC
Planet Fitness
Portillos
Raising Cane
Jimmy Johns
Athletico

Beer Sodexo
10x10

Hyvee
10x10

COB
30x30

all 7 are 10x10

Twisted Tea

IL Aviation
No Tent

Marketing pop up

LICENSE FEE

Under 35,000 sq. ft.: \$100.00

Over 35,000 sq. ft.: \$200.00

Fee after January 31: DOUBLED



2023-6456

**COPY****Fire-Life Safety License Application**

Municipal Code, Chapter 16

Incomplete applications will be returned to applicant

THIS APPLICATION MUST BE POSTMARKED NO LATER THAN JANUARY 31 TO AVOID THE LATE FEE.

Fire Prevention Officers will be conducting inspections starting in February; no appointment will be necessary unless otherwise notified by the Fire Prevention Officer. All inspections will be conducted during your normal business hours. If it is more convenient for you to have an appointment, please call (815) 748-8457 to schedule your appointment.

Return ORIGINAL completed application with license fee to:

Finance Department City of DeKalb, 164 E Lincoln Highway, DeKalb, IL 60115

MAKE CHECKS PAYABLE TO "CITY OF DEKALB"

Application is hereby made for a Fire-Life Safety License for the period **May 1 through April 30**

BUSINESS INFORMATION (Please make any necessary changes - type or print clearly)			
Company or Corporation Name:	Volume Services, Inc.	Sole Proprietor	Partnership Corporation LLC
Business Name (DBA):	Sodexo Live!		
Building Address:	1245 Stadium Dr N, Dekalb, IL 60115 (Huskie Stadium)		
License Issued to:		Occupancy:	24,000
NO LICENSE WILL BE ISSUED TO ANY BUSINESS WITH AN OUTSTANDING DEBT TO CITY			
Are you registered with the Finance Division for Restaurant, Bar & Package Liquor Tax?			<input checked="" type="radio"/> Yes <input type="radio"/> No
Does this location have a kitchen and or Ansul Hood System?			<input checked="" type="radio"/> Yes <input type="radio"/> No
IDENTIFICATION - TO BE COMPLETED BY ALL APPLICANTS			
Business & Phone #	Name	Mailing Address (Please include City/State/Zip in Address)	
	John Sandvick	Address: 1525 W Lincoln Hwy	
		City, State, Zip Code: Dekalb, IL 60115	
Business Manager	Jarrett Waters	Address: 1525 W Lincoln Hwy	
		City, State, Zip Code: Dekalb, IL 60115	
LICENSE WILL BE MAILED TO BUSINESS ADDRESS TO BE POSTED			
Mail Correspondence (including renewal applications) to (check one):		Business Owner/Corporate Licensing Dept.	<input checked="" type="checkbox"/> Business Manager
E-Mail address of contact person:			

I agree that, if live entertainment is to be provided at the above referenced business establishment, a public service announcement will be made **not more than ten minutes prior to the start of a program** that clearly identifies all means of egress available.

I hereby certify that I am the owner of record, or authorized designee, for the above referenced business establishment and am making this application as said owner, or authorized designee. I agree to all applicable laws of this jurisdiction. Further, I, the undersigned, swear that the above information is correct and so hereby authorize the Fire Chief, or his/her designees, to make proper inspections of the above building.

SIGNATURE X	12/22/22
Print Name and Title: Hadi Monavar, Exec VP, CFO, CAO	Date:

FOR CITY USE ONLY			
Date Payment Received:		Payment Stamp Here	
Fee Paid:	Check #:	Cash:	Credit Card:

****THIS FORM MUST ACCOMPANY APPLICATION****

EMERGENCY CONTACT INFORMATION – BUSINESS		DEKALB POLICE & FIRE DEPARTMENT	
BUSINESS INFORMATION		FIRE DEPARTMENT INFORMATION to be completed by Fire Prevention Officer	
BUSINESS NAME Sodexo Live! @ Huskie Stadium		STANDPIPE LOCATION:	
BUILDING ADDRESS: 1245 Stadium Dr N Dekalb, IL 60115		KNOX BOX LOCATION:	
PHONE [REDACTED]			
DATE OF UPDATE:			
AFTER HOURS EMERGENCY CONTACT INFORMATION		OTHER FIRE DEPARTMENT INFORMATION:	
EMERGENCY CONTACT PERSONNEL (MUST BE AVAILABLE 24-HOURS/DAY, 365 DAYS/YEAR) WILL BE CALLED IN THE ORDER LISTED, BEGINNING AT NUMBER ONE AND CONTINUING DOWN THE LIST			
CONTACT #1			
NAME: John Sandvick			
HOME PHONE: ()			
CELL PHONE/PAGE [REDACTED]			
CONTACT #2		ADDITIONAL INFORMATION	
NAME: Jarrett Waters		ALARM COMPANY NAME: Provided by No IL University	
HOME PHONE: ()		ALARM COMPANY 24 HOUR PHONE	
CELL PHONE/PAGER: [REDACTED]		NUMBER: ()	
CONTACT #3		BUSINESS HOURS:	
NAME:		Varies based on event schedule, but building is open	
HOME PHONE: ()		MONDAY OPEN: 9:00 AM CLOSE: 5:00 PM	
CELL PHONE/PAGER: [REDACTED]		TUESDAY OPEN: 9:00 AM CLOSE: 5:00 PM	
CONTACT #4		WEDNESDAY OPEN: 9:00 AM CLOSE: 5:00 PM	
NAME:		THURSDAY OPEN: 9:00 AM CLOSE: 5:00 PM	
HOME PHONE: ()		FRIDAY OPEN: 9:00 AM CLOSE: 5:00 PM	
CELL PHONE/PAGER: ()		SATURDAY OPEN: 9:00 AM CLOSE: 5:00 PM	
		SUNDAY OPEN: 9:00 AM CLOSE: 5:00 PM	
		FOR POLICE DEPARTMENT USE ONLY	
		<input type="radio"/> NEW STREET	
		<input type="radio"/> NEW CONSTRUCTION	
		<input type="radio"/> ESTABLISHED BUSINESS/NEW ADDRESS	
		<input type="radio"/> NEW BUSINESS/ESTABLISHED ADDRESS	
		<input type="radio"/> NEW BUSINESS/NEW ADDRESS	
		<input type="radio"/> BUSINESS CLOSED	
		DATE RECEIVED:	
		BY TC#:	
		DATE CAD MODIFIED:	
		BY TC#:	
<p>PLEASE KEEP THIS FORM ON FILE AND E-MAIL OR FAX UPDATES TO THE FINANCE DEPARTMENT (Amy.Frantz@cityofdekalb.com) FAX: 815-748-2304</p> <p>IF YOU HAVE ANY QUESTIONS ABOUT THIS FORM AND THE INFORMATION ON IT, PLEASE CONTACT THE DEKALB POLICE DEPARTMENT AT (815) 748-8400 OR THE FINANCE DEPARTMENT AT (815) 748-2080.</p>			



164 E Lincoln Hwy
DeKalb, IL 60115
(815) 748-2000
<https://www.cityofdekalb.com/>

Business Address:
VOLUME SERVICES, INC.
SODEXO LIVE!
1245 STADIUM DR N
DEKALB, IL 60115

INVOICE NO.

00014419

State Tax ID**License #**

2023-6456

Invoice Date

03/09/2023

Due Date

01/31/2024

Amount Due

\$100.00

Invoice #:	License #:	License Type:	Application Date:	Expiration Date:
00014419	2023-6456	FIRE LIFE SAFETY LICENSE	03/09/2023	04/30/2024

Fee Description	Amount Due
FIRE LIFE SAFETY LICENSES	\$100.00

Remit to:

City of DeKalb
164 E Lincoln Hwy
DeKalb, IL 60115

**PAY INVOICES ONLINE AT
CITYOFDEKALB.COM**

RETURN LOWER PORTION WITH YOUR PAYMENT

Invoice Number: **00014419**

Billing/Mailing Address:
VOLUME SERVICES, INC.

DEKALB, IL 60115

Billing/Invoice Date: 03/09/2023

Total Due: \$100.00

Due Date: 01/31/2024

City of DeKalb
164 E. LINCOLN HWY
DeKalb, IL 60115

Paid By:
VOLUME SERVICES, INC.
1245 STADIUM DR N
DEKALB, IL 60115

RECEIPT

Receipt #	Post Date
00012986	03/10/2023
Business ID	
2354	
Cashier	
NINA.SIMS	
Payment Method	
Check	003997814

License Number	Invoice #	Description	Fee ID	Amount Paid
2023-6456	00014419	FIRE LIFE SAFETY LICENSES	FLS	100.00

Total Amount Paid
100.00



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/02/2022

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): 800-363-0105 E-MAIL ADDRESS:
INSURED Sodexo, Inc. Centerplate Inc. 9801 Washingtonian Blvd., Ste 1012 Gaithersburg MD 20878 USA	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 22667

COVERAGES

CERTIFICATE NUMBER: 570096653906

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			OGL646676129 SIR applies per policy terms & conditions	11/01/2022	11/01/2023	EACH OCCURRENCE \$4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$4,000,000 GENERAL AGGREGATE \$14,000,000 PRODUCTS - COM/OP AGG \$14,000,000 Liquor Liability Limit \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Volume Services, Inc. dba Sodexo Live! Operating at 1245 Stadium Drive North, DeKalb, IL 60115. City of DeKalb is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of Subrogation is granted in favor of City of DeKalb in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of DeKalb 164 East Lincoln Hwy. DeKalb IL 60115 USA	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 <i>Aon Risk Services Central, Inc.</i>
--	---

Holder Identifier :

570096653906

Certificate No. :



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Sodexo, Inc.	
POLICY NUMBER See Certificate Number: 570096653906			
CARRIER See Certificate Number: 570096653906	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Addendum - AI

Designation of Additional Insureds. It is agreed that, with respect to the insurance afforded by the above referenced policies, excluding Workers' Compensation and Employer's Liability, the provisions of the policy designating who is insured thereunder have been amended to include any person or organization, the "Additional Insured", for whom the Named Insured agrees in writing to procure liability insurance, provided: a) The coverage and limits of liability afforded to such "Additional Insured" apply only to the extent required by the agreement, but in no event for coverage not afforded by the policy, nor for limits of liability greater than the insurer's liability stated in the policy declarations; b) The inclusion of more than one insured shall not increase the limits of the insurer's liability; and c) The designation hereunder of the "Additional Insured" as an insured shall be null and void during the term of any separate liability insurance policy not listed herein and procured by the Named Insured for such "Additional Insured".

**Illinois Liquor Control
Commission**



**JB Pritzker
Governor**

**50 W. WASHINGTON ST., SUITE 209
CHICAGO, ILLINOIS 60602
TELEPHONE: 312 814-2206
TDD: 312 814-1844**

**300 W. JEFFERSON ST., SUITE 300
SPRINGFIELD, ILLINOIS 62702
TELEPHONE: 217 782-2136
WEBSITE: ILCC.Illinois.gov**

**APPLICATION FOR STATE OF ILLINOIS
RETAILER'S LIQUOR LICENSE**

**REMEMBER: YOU CANNOT PURCHASE OR SELL ALCOHOL
WITHOUT A VALID STATE LIQUOR LICENSE**

DEFINITION: A Retailer's Liquor License shall allow the licensee to sell and offer for sale at retail, only at the premises specified in such license, alcoholic liquor for use or consumption, but not for resale in any form; provided that any retail liquor license issued to a manufacturer shall only permit such manufacturer to sell alcoholic beverages at retail on the premises actually occupied by such manufacturer [235 ILCS 5/5-1(d)], the only exception being a wine-maker's retail license—2nd location [235 ILCS 5/5-1(i)]. All applicants for licensing as a liquor retailer must complete this application. Respond to all questions on the application and furnish all required supporting documents. Failure to do so will result in the rejection of the application and non-issuance of a state liquor license.

RETAILER'S LIQUOR LICENSE

FEE: \$750.00

Effective September 1, 2020 all new applicants will have the option to email their new liquor license applications and supporting documents to LCC.Licensing@illinois.gov for review and processing.

License fee payments shall be made by check or money order through the mail within 3-7 business days to the Illinois Liquor Control Commission 50 W Washington St Suite 209, Chicago, IL or 300 W Jefferson Suite 300, Springfield, IL. 62702.

The following documents and information are REQUIRED prior to receiving for your state license:

- 1) Photocopy of current **Local Liquor License** (contact your Local Liquor Commission)
- 2) Photocopy of **Certificate of Insurance** (not the Policy Declaration) if alcohol will be consumed on the premise;
- 3) **Proof of Purchase** (e.g., bill of sale, closing statement, lease, recorded deed) **IMPORTANT:** You must present proof that the applicant (e.g., corporation, LLC, partnership, or sole proprietor) has the right to possession of the property. If there is an existing state liquor license on the premises, you will need to provide a copy of the bill of sale for the business and any inventory (Brand Name, Bottle Size & Quantity) purchased.
Note: The closing on the purchase of the business **must** occur prior to applying for your state license
- 4) **COPY of the Check or Money Order payable to: ILLINOIS LIQUOR CONTROL COMMISSION (ILCC).**
License fee payments shall be made through the mail within 3-7 business days

Processing time for a Retailer Liquor License is approximately 3 - 10 business days

NOTE: The date of expiration of your initial Illinois license will coincide with the 12-month period that begins on the issue date of your local liquor license. In some cases, the term of your first year's Illinois liquor license may be less than a full year in duration.

LICENSE NO.
DATE ISSUED
EXPIRATION DATE

Application for State of Illinois Retailer's Liquor License

1. APPLICANT - CORPORATE INFORMATION

☒ If you want your renewal application, your license certificate and other ILCC correspondence sent to your corporate address, please check this box.

A. FEIN

Enter your Federal Employer Identification Number (FEIN) in this box. The FEIN is a nine-digit number issued by the Internal Revenue Service. This number is used for verification purposes only. If you do not have a FEIN, call 1 800 829-3676 for general information on how to apply for and obtain the forms you need.

FEIN #
36-2786575

B. ILLINOIS SALES TAX ACCOUNT ID

Enter the eight-digit Illinois Department of Revenue Sales Tax Account ID. **YOU MUST HAVE THIS NUMBER IN ORDER FOR A LICENSE TO BE ISSUED.** If you need to obtain this number, visit tax.illinois.gov, click on "Businesses" and then "How do I Register" under the Business Registration section. If you have any questions, call 217 785-3707.

ILLINOIS SALES TAX ACCOUNT ID

C. NAME

Enter the name of the sole proprietorship, partnership, corporation (Illinois, national, or foreign), or limited liability company in this box.

Note: This name must be consistent with the name printed on your local liquor license and on your Illinois Department of Revenue Sales Tax Registration Certificate.

NAME
Volume Services, Inc.

D. MAILING ADDRESS/PHONE (if different than physical location address/phone)

Enter the mailing address if different than physical location address. Include: street address, county, city, state, ZIP code, telephone number (with area code and extension, if applicable) of the sole proprietorship, corporation, etc.

STREET ADDRESS	AREA CODE/TELEPHONE NO.
[REDACTED]	

E. CURRENT RETAIL LIQUOR LICENSES IN OTHER STATES

Do you currently hold five or less retail liquor licenses in another state(s)? If yes, please provide the following information for each out-of-state retail liquor license.

BUSINESS NAME	CITY	STATE
BUSINESS NAME	CITY	STATE
BUSINESS NAME	CITY	STATE
BUSINESS NAME	CITY	STATE
BUSINESS NAME	CITY	STATE

2. STATUS OF BUSINESS

Check the applicable box (sole proprietorship, partnership, Illinois corporation, foreign corporation, or limited liability company) which corresponds to your business' official papers filed with the Office of the Illinois Secretary of State.

Based on the box that you check, provide: the date of the filing of the sole proprietorship with the county clerk; in the case of a partnership, the date of formation of the partnership; in the case of an Illinois corporation, the date of its incorporation; in the case of a foreign corporation, the foreign state where it was incorporated and the date, as well as the date of its becoming qualified under the "Business Corporation Act of 1983" to transact business in the State of Illinois; or in the case of a limited liability company, the date of formation of such entity.

Note: In the case of a sole proprietorship, Section 5/6-2 of the Illinois Liquor Control Act requires that the business owner reside within the jurisdiction that grants the local liquor license. Drivers License copy required.

- A. ☐ Sole Proprietorship
B. ☐ Partnership
C. ☐ Illinois Corporation
D. ☒ Foreign Corporation
E. ☐ Limited Liability Company

- F. ☐ Not-For-Profit
G. ☐ Government
H. ☐ Receivership
I. ☐ Trust/Estate

Date filed with County Clerk: _____
Date of Formation: _____
Date of Incorporation: 06/14/1973
State of Incorporation: Delaware
IL Secretary of State File #: 50654346
Date Qualified to do Business in IL: 05/07/1975

3. OWNERSHIP INFORMATION

Provide the owner/officer/partner information in accordance with the business status described under Question 2. This information must be submitted for all owners/officers/partners. The same information must be submitted for shareholders with interests equal to or exceeding five percent.

The following information must be provided for each individual applicant, sole proprietor, partner, corporate officer or director (whether or not they own any stock), shareholder owning in the aggregate stock equal to or more than five percent (including officers, directors and shareholders with stock equal to or more than five percent for all corporate shareholders), and/or manager or agent conducting the business. Indicate the total percentage of stock of the corporation, if any, which is held by persons who hold less than a five percent interest. **All not-for-profit organizations and associations must provide the requested information for all corporate officers, directors and managers.** If additional space is needed, provide information on a separate sheet(s) in the same format as this application. **BEFORE COMPLETING THIS SECTION, CHECK QUESTION NO. 7 - ELIGIBILITY.**

For each owner/officer/partner/five percent shareholder, provide full name, home address, city, state, ZIP Code, Social Security number, date of birth, sex, title/position, home telephone number, and percentage ownership. Total percentage ownership should equal 100 percent. If there are a number of shareholders owning less than five percent, indicate the aggregate total of ownership under Line E.

NAME (LAST, FIRST, MIDDLE INITIAL)	HOME ADDRESS	CITY	STATE	ZIP	
Pangburn, Steven					
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.	% OWNED
			CEO/President	()	0

NAME (LAST, FIRST, MIDDLE INITIAL)	HOME ADDRESS	CITY	STATE	ZIP	
Monavar, Hadi					
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.	% OWNED
			EVP/CFO/CAO	()	0

NAME (LAST, FIRST, MIDDLE INITIAL)	HOME ADDRESS	CITY	STATE	ZIP	
Rector McGlockton, Joan					
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.	% OWNED
			Corporate Secretary	()	0

NAME (LAST, FIRST, MIDDLE INITIAL)	HOME ADDRESS	CITY	STATE	ZIP	
Blass, Marc					
SOCIAL SECURITY NO.	DATE OF BIRTH	SEX	TITLE/POSITION	AREA CODE/HOME TELEPHONE NO.	% OWNED
			VP/Treasurer	()	0

E. Total percentage of all stock held by all persons with less than five percent interest.

_____%

SEE ATTACHED RIDER FOR FULL OWNERSHIP INFORMATION

RIDER TO #3- OWNERSHIP INFORMATION

Volume Services America, Inc.
1 Independence Pointe, Suite 305
Greenville, SC 29615
100% Shareholder

4. BUSINESS LOCATION INFORMATION

- ☒ If you want your renewal application, your license certificate and other ILCC correspondence sent to your business location address, please check this box.

A. NAME/DOING BUSINESS AS (DBA)

Enter the name of the business which will be selling or serving alcoholic beverages at the licensed premises. **Note: This name must be consistent with the name printed on your local liquor license and on your Illinois Department of Revenue Sales Tax Registration Certificate.**

NAME/DOING BUSINESS AS (DBA)
Sodexo Live!

B. TELEPHONE

Enter the area code, telephone number and extension at the business location.

AREA CODE/TELEPHONE NO.
<div style="background-color: black; width: 150px; height: 20px;"></div> EXT.

C. ADDRESS

Enter the address, city, state, ZIP Code and county of the business location. This address **must** be consistent with information on your local liquor license and on your Illinois Department of Revenue Sales Tax Registration Certificate.

Remember, you MUST close on the business purchase prior to applying for your state license. Proof of business purchase is required (e.g., bill of sale, closing statement). **IMPORTANT:** You must present proof that the applicant (e.g., corporation, LLC, partnership, or sole proprietorship) has the right to possession of the property (e.g., deed or lease). If there is an existing state liquor license on the premises, this license should be surrendered (if available). The applicant also needs to provide the State of Illinois Liquor Commission with a Bulk Sales Release Order (Address Release) if applicable. For more information, contact the Illinois Department of Revenue at REV.BulkSales@illinois.gov.

ADDRESS	CITY	STATE	ZIP CODE	COUNTY
1245 Stadium Dr N	DeKalb	IL	60115	

D. BUSINESS TYPE

Check the one box which best describes the type of business. If the selections listed are inappropriate, describe the business under "other".

- | | | |
|---|--|---|
| A. <input type="checkbox"/> DRUG STORE/PHARMACY | E. <input type="checkbox"/> LIQUOR STORE | I. <input type="checkbox"/> CONVENIENCE & GAS |
| B. <input type="checkbox"/> RESTAURANT | F. <input type="checkbox"/> DEPARTMENT STORE | J. <input type="checkbox"/> SMALL GROCERY |
| C. <input type="checkbox"/> CONVENIENCE | G. <input type="checkbox"/> BAR/TAVERN | K. <input type="checkbox"/> GAS STATION |
| D. <input type="checkbox"/> SUPERMARKET | H. <input type="checkbox"/> HOTEL/MOTEL | L. <input checked="" type="checkbox"/> OTHER <u>Arena</u> |

E. WAREHOUSING

If any of your inventory is warehoused, provide the street address, city, state, ZIP code and county of the warehouse.

ADDRESS	CITY	STATE	ZIP CODE	COUNTY

F. RIGHTS TO THE PROPERTY

- ☐ I hereby certify that the property is owned by the applicant
☐ I hereby certify that the property is leased from the landlord
☒ I hereby certify that the property is managed via an operating or management agreement

LANDLORD NAME		AREA CODE/PHONE NUMBER (Home, cell, etc.)		
Board of Trustees of Northern Illinois University		()		
EMAIL ADDRESS		FAX NUMBER		
		()		
ADDRESS	CITY	STATE	ZIP CODE	COUNTY
1425 W Lincoln Hwy	DeKalb	IL	60115	

5. LOCAL LICENSE INFORMATION/LIQUOR LICENSE HISTORY

A. LOCAL LIQUOR LICENSE INFORMATION

YOU MUST PROVIDE A PHOTOCOPY OF YOUR LOCAL LIQUOR LICENSE

Your local license must contain the expiration date, issue date, and license number.

Please enter the local liquor license number, the date it was issued, the date it expires, the municipality or county that issued the license and the date you intend to begin selling alcoholic beverages at this business location. Alcoholic beverages may not be sold or offered for sale prior to the date that the state liquor license is issued. If you began selling alcoholic beverage products before obtaining this license, you are required to fill out a delinquency affidavit to explain the circumstances. **Note: In unincorporated areas, the county acts as the local liquor licensing authority.**

MUNICIPALITY/COUNTY ISSUING LOCAL LIQUOR LICENSE	LOCAL LICENSE NO.	DATE ISSUED	EXPIRATION DATE	DATE YOU BEGAN LIQUOR SALES AT THIS LOCATION

B. FIRST LICENSE APPLICATION - LICENSE HISTORY

Indicate by checking the correct box whether or not this is the applicant's first application for a state liquor license at any location. If you check "no", indicate the date of your first state liquor license application; whether the license was granted, denied or withdrawn; and the address of your first state liquor license application. If you have ever had a license application denied, or if you ever withdrew an application, please provide a written statement describing the reason and circumstances.

IS THIS YOUR FIRST STATE LICENSE APPLICATION? YES ☒ NO ☐

IF NO, PROVIDE DATE FIRST APPLIED: _____

DISPOSITION: GRANTED ☐ DENIED ☐ WITHDRAWN ☐

ADDRESS OF FIRST STATE APPLICATION: _____

C. TYPE OF LIQUOR LICENSE

Check the box which describes the manner in which you sell alcoholic beverages to consumers. This information must be consistent with your approval granted by the local liquor licensing authority.

- ☒ ON-PREMISES CONSUMPTION (patrons consume alcoholic beverages on the premises only)
☐ OFF-PREMISES CONSUMPTION (carry-out purchases only)
☐ ON/OFF-PREMISES CONSUMPTION COMBINATION (both on the premises consumption and carry-outs)

D. AUTHORIZED HOURS

These hours must be the hours authorized by the local municipality (or county if in an unincorporated area):

MON	TUES	WED	THUR	FRI	SAT	SUN
8am-11pm	8am-11pm	8am-11pm	8am-11pm	8am-11pm	8am-11pm	8am-11pm

E. AVAILABLE HOURS

These hours indicate when a representative is available for an inspection of the premises:

MON	TUES	WED	THUR	FRI	SAT	SUN
9am-5pm	9am-5pm	9am-5pm	9am-5pm	9am-5pm	9am-5pm	9am-5pm

F. EXPECTED OPENING DATE

WHAT IS THE FIRST DAY YOU EXPECT TO BE OPEN AND SELLING ALCOHOL?

Operations will commence upon approval
by the LCC _____

6. CERTIFICATE OF INSURANCE

ATTACH A PHOTOCOPY OF YOUR CERTIFICATE OF INSURANCE (not the Policy Declaration)

You **MUST** provide a copy of your Certificate of Insurance if alcohol is consumed on the premises (this certificate is not required for carry-out only establishments). The Certificate of Insurance must show that you have liquor liability insurance and must include the following: 1) the applicant named as the insured (e.g., if the applicant is a corporation, then the corporation's name must be listed; if the applicant is a sole proprietor, then the sole proprietor's name must be listed); 2) the address of the location where the liquor is being consumed; and 3) the dates of coverage and the coverage limits.

7. ELIGIBILITY QUESTIONS

The questions below pertain to the applicant and any other person listed under "Corporate Officer/Ownership Information" listed on page 3 of this form. **IF ANY QUESTIONS ARE ANSWERED WITH A "YES" ATTACH A FULL WRITTEN EXPLANATION TO THIS DOCUMENT.**

- 7A ☐ YES ☒ NO Are you delinquent in the payment of any Illinois business taxes (sales, withholding, etc.)? [235 ILCS 5/6-3]
- 7B ☐ YES ☒ NO Are you delinquent under the cash beer law?
- 7C ☐ YES ☒ NO If a retailer, are you delinquent under the 30-day credit law?
- 7D ☐ YES ☒ NO Have you ever submitted an application for a liquor license which has been denied? [235 ILCS 5/6-2(14)]
- 7E ☐ YES ☒ NO Have you ever had any previous liquor license suspended or revoked? [235 ILCS 5/6-2(7)]
- 7F ☐ YES ☒ NO Have you ever been convicted of a felony? [235 ILCS 5/6-2(4)]
- 7G ☐ YES ☒ NO Have you ever been convicted of a gambling offense as defined under Section 6-2 of the Illinois Liquor Control Act which, includes offenses enumerated in 720 ILCS 5/28-1(a)11, gambling; 720 ILCS 5/28-1.1(a)-(d) syndicated gambling; and 720 ILCS 5/28-3 keeping a gambling place?
- 7H ☐ YES ☒ NO Do you possess a current Federal Wagering Stamp?
- 7I ☐ YES ☒ NO Are you, or is any other person having a direct interest in your place of business, a public or law enforcing official with jurisdictional authority? [235 ILCS 5/6-2(14)]
- 7J ☐ YES ☒ NO Have you received or borrowed money or anything of value directly or indirectly from any other licensees, representatives of a licensee, or suppliers of alcoholic products?
- 7K ☐ YES ☒ NO Are you or any other person having a direct interest in your place of business more than 30 days delinquent complying with a child support payment order? [5 ILCS 100/10-65(c)]
- 7L ☐ YES ☒ NO Are you in violation of the required liquor liability insurance coverage stated in Section 6-21(a) of the Illinois Liquor Control Act [235 ILCS 5/] regarding establishments that sell alcoholic liquors for use or consumption on the licensed retail premises?
- 7M ☐ YES ☒ NO If a corporate licensee, is your corporation ineligible to be issued this license? [235 ILCS 5/6-2(a)(10) and 5/6-2(a)(10a)]

8. VIDEO GAMING

- ☐ YES ☒ NO Do you possess a current Illinois Video Gaming License? If YES, please provide the information below:
VIDEO GAMING LICENSE NUMBER: _____
- ☐ YES ☒ NO Have you made an application for an Illinois Video Gaming License that is currently pending? If YES, please provide information below:
VIDEO GAMING NUMBER APPLICATION NUMBER: _____ DATE APPLIED: _____

9. APPLICANT CONTACT INFORMATION

Provide the contact information for your business. The contact person should be the responsible party we can contact and who can answer questions on behalf of the business. The mobile or alternate number should be in addition to any business numbers on file. The email address should be the active email address for the business, not the personal email address of the contact person.

CONTACT PERSON'S NAME (First, Last)	BUSINESS PHONE NUMBER	ALTERNATE PHONE NUMBER (Home, Cell, etc.)
Notarmuzi, Danielle	[REDACTED]	()
EMAIL ADDRESS	FAX NUMBER	
[REDACTED]	()	

10. SIGNATURE/TITLE/DATE

Please sign and date the application form and provide your title with the organization. The application must be signed by an owner, an officer, or partner. **The signature must be original. Rubber stamps, photocopies, or faxed copies are not accepted.**

I, THE UNDERSIGNED APPLICANT OR AUTHORIZED AGENT THEREOF, SWEAR OR AFFIRM THAT: THE MATTERS STATED IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT; THEY ARE MADE UPON MY PERSONAL KNOWLEDGE AND INFORMATION; THEY ARE MADE FOR THE PURPOSE OF REQUESTING THE STATE OF ILLINOIS TO ISSUE THE LICENSE HEREIN APPLIED FOR; THE APPLICANT IS QUALIFIED AND ELIGIBLE TO OBTAIN THE LICENSE APPLIED FOR; AND THE APPLICANT WILL NOT VIOLATE ANY OF THE LAWS OF THE UNITED STATES OF AMERICA OR THE STATE OF ILLINOIS, IN PARTICULAR, THE ILLINOIS LIQUOR CONTROL ACT, RULES AND REGULATIONS, AND THE CIVIL RIGHTS SECTIONS THEREOF.

FURTHER, I AGREE TO NOTIFY THIS COMMISSION WITHIN 30 WORKING DAYS OF CHANGES IN ANY OF THE ABOVE INFORMATION. (NOTE: IF THE PERSON SIGNING THIS APPLICATION IS NOT LISTED IN SECTION 3, THEY MUST PROVIDE THE STATE WITH THEIR PERSONAL INFORMATION AS INDICATED IN SECTION 3 EVEN IF THEY DO NOT OWN FIVE PERCENT OR MORE OF THE BUSINESS).

 SIGNATURE OF APPLICANT	<u>EVP/CFO/CAO</u> TITLE/POSITION	<u>12/28/22</u> DATE
--	--------------------------------------	-------------------------

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT is made as of the 1st day of September 2022 by and between Sodexo America, LLC ("Assignor") and Volume Services, Inc. d/b/a Sodexo Live!, a Delaware corporation ("Assignee").

WHEREAS, Assignor and The Board of Trustees of Northern Illinois University ("Client") entered into that certain Concession Agreement, dated August 10, 2014, (as amended through the date hereof, the "Agreement") pursuant to which Assignor manages and operates food and beverage services at Clients facilities;

WHEREAS, Assignor desires to assign all of its rights, title, and interest and delegate all of its performance under the Agreement to Assignee, and Assignee desires to accept such assignment.


NOW, THEREFORE, in consideration of the premises herein and for other good and valuable consideration, the parties agree as follows:

1. Assignment and Assumption of Rights and Obligations. Assignor hereby assigns, and Assignee hereby accepts, all of Assignor's rights and obligations under the Agreement. This Assignment shall be effective as of the date on which the beverage license is transferred.
2. As between Assignor and Client, Assignor shall remain legally responsible to Client for Assignee's performance of the Agreement and Client shall retain all rights, recourse, and remedies against Assignor as provided under the Agreement and applicable law with regard to Assignor's performance pursuant to the Agreement prior to the effective date of this Assignment and Assumption Agreement, and with regard to Assignee's performance pursuant to the Agreement as of the effective date of this Assignment and Assumption Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be duly executed on their behalf and in the manner prescribed by law, as of the day and year first above written.

ASSIGNOR:


Sodexo America, LLC

By: 

Name: HADI MONAVAR
Title: EVP & CFO

ASSIGNEE:

Volume Services, Inc. d/b/a Sodexo Live!

By: 

Name: HADI MONAVAR
Title: EVP & CFO

SIXTH AMENDMENT

BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY

AND

SODEXO AMERICA, LLC

THIS AMENDMENT, dated July 19, 2022, is between the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY ("Client") and SODEXO AMERICA, LLC ("Sodexo").

WITNESSETH:

WHEREAS, Client and Sodexo entered into a certain Concessions Agreement, dated August 10, 2014, as amended ("Agreement"), whereby Sodexo manages and operates Client's Concession Service operation at Convocation Center, Brigham Field at Huskie Stadium, Mary M. Bell Softball Field, Ralph McKinzie Baseball Field, NIU Soccer and Track & Field Complex, Gullikson Tennis Courts and other athletic venues ("Premises");

WHEREAS, the Parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the Parties hereto agree as follows:

1. Effective July 1, 2021, the parties agree that the funds detailed in Section 6.6, Annual Fund, shall be allocated for the upgrade of the point-of-sale systems in use at the contracted venues. Any funds remaining following the acquisition of the point-of-sale hardware, software and licensing shall be used for catered events performed by Sodexo. In consultation with the Client, Sodexo shall execute the agreed upon point-of-sale purchase(s) using these funds. Said equipment shall remain the property of Sodexo during the life of the Agreement.

2. This Amendment is effective as of July 1, 2021 through June 30, 2024, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

BOARD OF TRUSTEES OF NORTHERN
ILLINOIS UNIVERSITY

By: John Heckmann
Name: John Heckmann
Title: Associate Vice President

Digitally signed by John Heckmann
DN: cn=John Heckmann,
o=Administration and Finance, ou=Assoc.
Vice President,
email=jheckmann@niu.edu, c=US
Date: 2022.07.27 07:29:52 -0500

SODEXO AMERICA, LLC

By: Ray Lee
Name: Ray Lee
Title: Senior Vice President
Universities North America, East

CONCESSIONS AGREEMENT

BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY

AND

SODEXO AMERICA, LLC

ARTICLE I INTRODUCTION

1.1 Date of and Parties to Agreement. This Concessions Agreement ("Agreement"), dated August 10, 2014, is between the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY ("Client"), an Illinois body politic and corporate, and SODEXO AMERICA, LLC MANAGEMENT, INC. ("Sodexo"), a Delaware limited liability company. The Client and Sodexo may be collectively referred to as the "Parties."

1.2 Purpose of Agreement. This Agreement sets forth the terms and conditions upon which Client retains Sodexo to manage and operate the food and beverage concessions ("Concession Service") for sale to the general public at all athletic competitions, as well as other events hosted by the University's Department of Intercollegiate Athletics as mutually agreed upon by the parties and held at the following venues: Convocation Center, Brigham Field at Huskie Stadium, Mary M. Bell Softball Field, Ralph McKinzie Baseball Field, NIU Soccer and Track & Field Complex, Gullikson Tennis Courts and other athletic venues ("Premises"). The term "Concession Service" as used in this Agreement describes the right to sell food, beverages, confections, merchandise products and other similar items. Sodexo's performance of this Agreement shall be in accordance with the specifications of RFP#tmm149675 and Sodexo's proposal thereto. The terms of this Agreement shall be controlling over the terms of the RFP and Sodexo's proposal thereto.

1.3 Term of Agreement. The term of this Agreement is for four (4) year(s), commencing on July 1, 2014 and shall be renewable for six (6) additional one (1) year options upon mutual agreement of the parties.

ARTICLE II RELATIONSHIP OF THE PARTIES

2.1 Concession Service Exclusive. Client grants Sodexo the exclusive right to operate the Concession Service, including Catering services, on or from the Client's "Premises" for athletic competitions and other events as mutually agreed upon by the parties in accordance with Section 1.2. This Agreement only includes the "Premises" listed above.

2.2 Independent Contractor. Sodexo shall act as an independent contractor and shall retain complete control over its employees and agents. Any party engaged by Sodexo to sell specialty items or licensed merchandise pursuant to Section 2.1 shall do so in the capacity of independent contractor.

ARTICLE III SERVICES TO BE PERFORMED

3.1 Service and Locations. Sodexo shall serve a variety of foods of high quality throughout each event for which it is obligated to manage and operate the Concessions Service that will include Client approval of menu items and at such times before and after such events as shall be reasonably designated by Client. Specific operating hours and locations shall be determined by mutual agreement.

3.2 Menu And Prices. The initial menu and selling prices to be charged for food and other products served by Sodexo in the retail and cafeteria operations shall be reasonable and competitive with prices charged in comparable establishments in the geographic area of the Premises for comparable products, similarly prepared and of like quality and portion and shall be determined upon mutual agreement of the parties. No less than annually, Sodexo shall adjust pricing to reflect the increase in the Producers Price Index for Food and Beverage Stores.

3.3 Sponsorship Agreements. Sodexo acknowledges that Client has entered into sponsorship agreements with various food and beverage vendors (i.e., Pepsi and Learfield Beer Category), and shall comply with such agreements conditioned upon Sodexo purchasing any such required products through Sodexo's approved vendors at Sodexo's pricing. Client shall provide Sodexo a copy of any such sponsorship agreement, so that Sodexo can comply.

ARTICLE IV MANAGEMENT AND PERSONNEL

4.1 Sodexo Employees. Sodexo shall provide a sufficient number of qualified management and nonmanagement employees to operate the Concession Service. All personnel employed by Sodexo shall at all times and for all purposes be solely in the employment of Sodexo. Sodexo shall supply its personnel with uniforms pre-approved by Client.

4.2 Payroll Taxes and Costs. The parties shall prepare and process the payroll for their employees directly and shall withhold and pay all applicable federal and state employment taxes and payroll insurance with respect to its employees, including any income, social security and unemployment taxes and workers' compensation costs. Subject to the limitations of applicable Illinois law, including the Court of Claims Act and the State Employee Indemnification Act, Sodexo and Client shall indemnify, defend and

hold each other harmless from and against any claims, liabilities and expenses related to or arising out of the indemnifying party's responsibilities set forth herein.

4.3 Equal Opportunity and Affirmative Action Employer. Neither party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, or veteran status, or any other basis protected by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning Concession Service employees. Each party affirms that it is an equal opportunity employer. The staffing, promotion, placement or assignment of managers who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Sodexo's employees. Under no circumstances will Sodexo permit a request or suggestion by a client to place a particular manager in an account to override its non-discrimination policy.

In addition, Sodexo affirms that it is an equal opportunity and affirmative action employer, is legally responsible for all of its employment decisions affecting its own employees, which include thousands of extremely talented and diverse managers, and shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

ARTICLE V FACILITIES, MAINTENANCE AND INVENTORIES

5.1 Premises and Equipment. Client shall furnish Sodexo, without charge for the use thereof, Premises and equipment, sufficient to operate the Concession Service. Any and all equipment owned by Client or provided to Sodexo for use during the term of this agreement will remain the property of the Client upon expiration or termination of this Agreement.

5.2 Condition of Premises and Equipment. The Premises and equipment provided by Client for the performance of this Agreement shall be in good condition and maintained by Client to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). Subject to the limitations of applicable Illinois law, including the Court of Claims Act and the State Employee Indemnification Act, Client agrees to indemnify Sodexo against any liability or assessment, including related interest and penalties, arising from Client's breach of the aforementioned obligations, and Client shall pay reasonable collection expenses, attorneys' fees and court costs incurred in connection

with the enforcement of such indemnity. Client further agrees that any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of Client and shall be at the Client's expense. This provision shall survive termination of this Agreement.

5.3 Sanitation. Sodexo shall be responsible for the housekeeping and sanitation inside the concession stands and for sanitation of any condiment stands. Client shall be responsible for cleaning and sanitation of all surrounding areas, for pest control and for refuse removal.

5.4 Maintenance. Client shall furnish the services of its maintenance staff, or shall furnish the use of outside maintenance services, as and when required for proper maintenance and repair of the Premises and equipment provided by Client. Client shall be responsible for and shall pay all costs of maintenance for the Premises and equipment provided by Client, including repair parts, labor and supplies.

5.5 Utilities. Client shall supply and pay the cost of utilities consumed in the operation of the Concession Service.

5.6 Client Obligations. Client is responsible to provide the following at its own expense: utilities, water, ventilation, telephone service, pest extermination and control, purchase of new equipment, replacement of worn equipment, maintenance and repairs, painting, decorating, fire and extended coverage insurance for the Premises and equipment, real and personal property taxes on the Premises and refuse removal.

5.7 Inventories of Food and Supplies. Sodexo shall purchase and own the inventory of food, beverages and supplies for use in the Concession Service. Upon termination of the Agreement, Client shall purchase from Sodexo any remaining inventory at Sodexo's invoice amount.

5.8 Capital Equipment. Client shall provide capital equipment as required for the Services. In the event Client requests Sodexo to purchase equipment on Client's behalf for Client's facility, any equipment purchases made pursuant to this Section shall be billed at the price quoted by Sodexo and paid by Client separate from the financial arrangement detailed in Section 6.5.

ARTICLE VI FINANCIAL ARRANGEMENTS

6.1 Profit and Loss. Sodexo shall retain all cash receipts to pay all operating expenses incurred in the operation of the Concession Service. All profit or loss shall be for Sodexo's account. Sodexo shall pay Client a commission equal to fifteen percent (15%) of Net Sales over Four Hundred Seventy Five Thousand Dollars (\$475,000.00), annually. In addition, any event totaling less than Five Hundred Dollars (\$500) in Net

Sales shall be excluded from the Net Sales calculation for commission purposes. Sodexo shall pay amounts to Client on a monthly basis, along with providing monthly sales reports regarding its provision of concession services, including a statement showing Gross Receipts and Net Sales for the applicable period and a month to date reconciliation report. Additionally, Sodexo shall provide to Client within twenty-four (24) hours following each event at the Premises, a daily Gross Receipts and Net Sales report in a form satisfactory to Client. The financial terms of this Section shall be reviewed and re-negotiated by the Parties on an annual basis upon mutual agreement.

6.2 Net Sales. The term "Net Sales" means all amounts recorded from the sales of foods, beverages, goods, merchandise and services in connection with the Concession Service, excluding sales tax, service charges and credit card fees. "Gross Receipts" means all amounts received by Sodexo from the sales of food, beverages, confections, merchandise products and other similar products in connection with the Concession Service.

6.3 Accounting Period. Sodexo's accounting calendar ordinarily contains one five week and two four week Accounting Periods in each quarter of a year.

6.4 Billing.

A. No later than five (5) working days after the end of each week, Sodexo shall submit to Client an invoice for all charge sales and other account receivables during the week. Client shall pay the invoiced amount within thirty (30) days after the invoice date. Client shall pay interest on any amount not paid as permitted by Illinois law. Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.

B. Client agrees that all third party catering events shall be administered in accordance with Sodexo's policies for payment and collection: the third party will provide Sodexo a guaranteed count and payment equal to seventy five percent (75%) of the total estimated amount due for the event not less than fourteen (14) days prior to the event. The remainder of the amount due shall be paid to Sodexo at the time of the event. If Client requests that Sodexo deviate from its policy as stated above, Client shall be liable to Sodexo for any outstanding receivables related thereto. Client shall pay any such outstanding amounts within seven (7) days of receipt of an invoice therefor.

C. At any time, if Client is past due on any obligations to Sodexo, Sodexo shall have the right to offset, from any sums owed by Sodexo to Client, all or any portion of such outstanding receivables.

6.5 Investment. Sodexo shall purchase equipment for the Food Service operation in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) ("Investment"). Such amount shall include a Charge for the services of Sodexo's Design and Development Department and Equipment Procurement Department equal to ten percent (10%) of the Investment. Sodexo shall amortize the Investment on a

straight-line basis over four (4) years, commencing with the date the funds are provided. Such amortization shall be charged as an operating expense of the Food Service operation. Client shall own the Investment, excluding proprietary equipment and signage utilized in any Branded Concepts operation.

If prior to the complete amortization of the Investment any of the following events occur:

- (i) the Agreement expires;
- (ii) the Agreement is terminated;
- (iii) the Agreement is amended and such modification has an adverse economic impact on Sodexo; or
- (iv) Sodexo's procurement programs are no longer utilized for the purchase of goods in connection with the Services provided under this Agreement; then Client shall reimburse Sodexo, on the expiration date, or within thirty (30) days after receipt by either party of any notice of termination under this Agreement or within thirty (30) days after the occurrence of (iii) or (iv) above, the unamortized portion and shall thereafter continue to own the equipment.

ARTICLE VII

FINANCIAL ADJUSTMENTS

7.1 Changes in Policies and Practices. The financial terms set forth in this Agreement and other obligations assumed by Sodexo hereunder are based on conditions in existence on the date Sodexo commences operations, including by way of example, base attendance expectations; labor, food and supply costs; and federal, state and local sales, use and excise tax. In addition, Sodexo has relied on representations regarding existing and future conditions made by Client in connection with the negotiation and execution of this Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or the failure to fulfill, any representation by Client, the financial terms and other obligations assumed by Sodexo shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

7.2 Adjustments. The financial arrangement will be adjusted to reflect additional costs incurred by Sodexo (i) in connection with the implementation of legislation or other legal requirements, including, but not limited to, the implementation of the Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010, which comprise the health care reform of 2010, or other health care rules and regulations, or any modifications thereto or (ii) increases in benefit costs paid by Sodexo on behalf of covered employees. Prior to any adjustment to the financial arrangement the Client and Sodexo will reach mutual agreement on the adjustment and the adjustment will be effective from the date the events of (i) and/or (ii) occur. This Agreement may be terminated by the Client without penalty if the Parties are unable to reach agreement on any adjustments under this Section.

ARTICLE VIII
GENERAL TERMS AND CONDITIONS

8.1 Taxes. Sodexo shall collect any applicable taxes and remit the taxes to the appropriate taxing authority.

8.2 Compliance with Law. Sodexo shall comply with the laws, ordinances, rules and regulations of all applicable federal, state, county and city governments, bureaus and departments concerning the sanitation, safety and health of the Concession Service, and shall procure and maintain all necessary licenses and permits, including those for the sale of liquor under this Agreement. The cost of all licenses and permits shall be borne by Sodexo. Client shall cooperate as necessary with Sodexo's compliance and procurement efforts.

Sodexo shall process credit/debit card transactions on Client's premises using Sodexo provided technology systems and broadband internet connectivity. This connectivity is to be provisioned by Sodexo and this connectivity will exist independent of the Client's existing network infrastructure. Client will grant Sodexo and its contractors access to all necessary points of demarcation for the provisioning of broadband internet connectivity and provide Sodexo with physical cabling structure necessary to extend broadband internet connectivity to the credit/debit cardholder data environment and associated hardware. Should Client be unable or unwilling to provide such cabling, Sodexo will install necessary cabling components using a Sodexo contracted vendor and will grant Sodexo and its contractor access to all necessary demarcation points and data closets in order to complete installation. Sodexo agrees that access by contractors is limited to data connectivity for credit and debit transactions and requires prior approval by Client. Sodexo will provide network security and management, and all associated hardware, for the credit/debit cardholder environment at Client's premises through Sodexo's third-party provider. Sodexo will adhere to and maintain its network and data security practices at Client's premises in compliance with PCI DSS (Payment Card Industry Data Security Standard (<http://www.pcisecuritystandards.org>)). Sodexo shall immediately notify Client in the event of any actual, potential or threatened breach of its obligations under this Section. Sodexo shall be liable for not taking appropriate action to restrain any and all use or disclosure of such confidential and personal information. Sodexo shall also be liable for failing to provide a notice of any actual, potential or threatened security breach to Client.

8.3 Comprehensive or Commercial Insurance. Sodexo shall obtain and keep in force during the term of this Agreement, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence including but not limited to Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of Sodexo under this Agreement; Workers' Compensation and Employer's Liability with statutory limits; and Liquor Liability coverage naming the Board of Trustees of Northern Illinois University as additional insured with limits of at least One Million Dollars (\$1,000,000.00) per occurrence/One

Million Dollars (\$1,000,000.00) aggregate and shall provide Client with a certificate evidencing such policies. The insurance policy shall contain a covenant by the issuing company that the policy shall not be cancelled unless a thirty (30) day prior written notice of cancellation is given to Client. Sodexo shall notify Client of any change or cancellation to any of the required policies under this Section at least thirty (30) days in advance of the change or cancellation.

8.4 Non-Sodexo Approved Vendors. Client understands that Sodexo has entered into agreements with many vendors, manufacturers and suppliers of products which (i) give Sodexo the right to inspect such vendors', manufacturers' and suppliers' plants and/or storage facilities and (ii) require such vendors, manufacturers and suppliers to adhere to standards to ensure the quality of the products purchased by Sodexo for or on behalf of Client. Client shall not require Sodexo to use products from non-Sodexo approved vendors, manufacturers or suppliers.

8.5 Indemnity. Except as otherwise expressly provided in this Agreement, subject to the limitations of applicable Illinois law, including the Court of Claims Act and the State Employee Indemnification Act, Sodexo and Client shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs which may arise because of the sole negligence, misconduct, or other fault of the indemnifying party, its agents or employees in the performance of its obligations under the Agreement. Notwithstanding the foregoing, based on the representations contained in Section 8.3 above, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in special causes of loss form and builders risk property insurance policies. This clause shall survive termination of the Agreement.

8.6 Trade Secrets and Proprietary Information. During the term of the Agreement, Sodexo may grant to Client a nonexclusive right to access certain proprietary materials of Sodexo, including menus, signage, Concession Service survey forms, software (both owned by and licensed to Sodexo), and similar items regularly used in Sodexo's business operations ("Proprietary Materials"). In addition, Client may have access to certain non-public information of Sodexo, including, but not limited to, recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, surveys and studies, and similar compilations regularly used in Sodexo's business operations ("Trade Secrets"). Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly by Client), or (ii) any information which was available to Client on a non-confidential basis from a source other than Sodexo, provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information independently developed or previously known without reference to any information provided by Sodexo.

Subject to law or court order, Client shall not disseminate any Proprietary Materials or disclose any of Sodexo's Trade Secrets, directly or indirectly, during or after the term of the Agreement. Client shall not photocopy or otherwise duplicate any such material without the prior written consent of Sodexo. All Proprietary Materials and Trade Secrets shall remain the exclusive property of Sodexo and shall be returned to Sodexo immediately upon termination of the Agreement. Without limiting the foregoing, Client specifically agrees that all software associated with the operation of the Concession, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to Sodexo and not Client. Furthermore, Client's access or use of such software shall not create any right, title interest, or copyright in such software, and Client shall not retain such software beyond the termination of the Agreement. Any signage, servicemark or trademark proprietary to Sodexo shall remain the exclusive property of Sodexo and shall be returned to Sodexo immediately upon termination of this Agreement. In the event of any breach of this provision, Sodexo shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of the Agreement.

8.7 Assignment. This Agreement may not be assigned by either party without the written consent of the other party, except Sodexo may, without prior approval and without being released from any of its responsibilities, assign this Agreement to any affiliate or wholly-owned subsidiary of Sodexo.

8.8 Attorneys' Fees. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and related expenses.

8.9 Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

Notices to Client: Mr. John Faso
Director Convocation Center
Northern Illinois University Intercollegiate Athletics
Convocation Center

DeKalb, Illinois 60115

Notices to Sodexo: Sodexo America, LLC
Attention: Jim Jenkins
Senior Vice President
11044 Research Blvd., Suite A-105
Austin, Texas 78759

and: Sodexo America, LLC
Attention: Law Department
9801 Washingtonian Blvd., Dept. 51/899.74
Gaithersburg, Maryland 20878

and/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received. Sent notices shall be considered received forty-eight (48) hours after the same are deposited in the United States mail.

8.10 Catastrophe. Neither Sodexo nor Client shall be liable for failure to perform its respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Concession Service operation, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

8.11 Termination Without Cause. Either party may terminate this Agreement without cause by giving at least thirty (30) days' prior written notice to the other party of the intention to terminate this Agreement.

8.12 Termination For Cause. In the event either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such Cause. In the event the Cause is remedied within thirty (30) days, the notice shall be null and void. If such Cause is not remedied within the specified period, this Agreement shall terminate upon the expiration of such remedy period. In the event that Sodexo is unable to generate an acceptable profit, or in the event of a change in conditions, such inability or change shall constitute Cause and Sodexo may terminate the Agreement upon thirty (30) days notice. In no event shall the refusal by Sodexo to make any additional Investments constitute Cause for the termination of this Agreement. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

8.13 Construction and Effect. A waiver of any failure under this Agreement shall neither be construed as nor constitute waiver of any subsequent failure. The Article and Section headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Sections or be considered in their interpretation. Any Exhibits referred to herein are made a part of this Agreement by the respective references to them, provided that in the event of a conflict between the terms of such Exhibit or any other document incorporated herein, and the terms of this Agreement, the terms of the Agreement shall govern.

8.14 Severability. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid

or unenforceable, the remainder of this Agreement and 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 enforced to the fullest extent permitted by law.

8.15 Amendments to Agreement. Each of the Articles and any Exhibits shall remain in effect throughout the term of this Agreement unless the parties agree, in a written document signed by both parties to amend, add or delete an Article or Exhibit. This Agreement contains all the agreements of the parties, superseding any prior agreements and writings and may not be changed other than by an agreement in writing signed by the parties. Email correspondence shall not qualify as a written document signed by an authorized signatory.

8.16 Regulations and Access. Client may make reasonable regulations with regard to the use and occupancy of the Premises, and Sodexo shall comply with them as soon as reasonably possible after written notification. The authorized representatives of Client shall have access to all areas of the Premises at all times. Client grants Sodexo approval to use in performance of its services on the Premises all promotional, informational or marketing activities or materials, including the names, trademarks, logos and symbols of Sodexo in order to provide the customer the complete Sodexo Experience.

8.17 Audit. Client or any third party approved by Client shall have the right to audit the books and records of Sodexo for the purpose of confirming that the amounts remitted by Sodexo to Client hereunder are the proper amounts due Client. In the event such audit reveals any underpayment, Sodexo shall promptly pay to Client the amount of such deficiency.

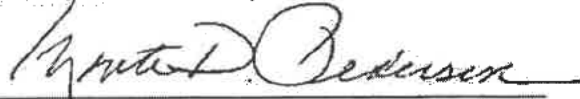
8.18 Governing Law. The Agreement is governed in accordance with Illinois law.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Agreement as of the date indicated in the first paragraph of this Agreement.

BOARD OF TRUSTEES OF
NORTHERN ILLINOIS UNIVERSITY



SODEXO AMERICA, LLC



Monte Redersen
Regional Vice President

SKENE LAW FIRM, P.C.

A NEW JERSEY PROFESSIONAL CORPORATION
2614 ROUTE 516, 2ND FLOOR • OLD BRIDGE, NEW JERSEY • 08857
PHONE: 732-727-5030 • FAX: 732-727-5028
WWW.SKENELAWFIRM.COM

ROBERT D. SKENE * +
LISA M. MILLER * + ^

RICHARD D. NASCA * +
LINDSEY FARINA * +

* NEW JERSEY BAR ADMISSION
+ NEW YORK BAR ADMISSION
^ PENNSYLVANIA BAR ADMISSION



March 7, 2023

VIA FEDEX DELIVERY

Attn: City Manager's Office
City of DeKalb
164 East Lincoln Highway, Rm. 210
DeKalb, IL 60115

Re: Application for Liquor License
Volume Services, Inc.
d/b/a Sodexo Live!
1245 Stadium Drive North
DeKalb, IL 60115

Dear Madam/Sir:

Please be advised that our firm represents Volume Services, Inc. in its alcoholic beverage regulatory matters. At this time, our client wishes to apply for a Hospitality Liquor License for the above premises which is currently held by its affiliate entity, Sodexo America, LLC. In support of same, enclosed please find the following documents:

- Liquor License Application.
- Background Investigation Form on behalf of Steven Pangburn, Hadi Monavar, Joan Rector McGlockton, Marc Blass and the premises manager, John Sandvick.
- Premises diagrams.
- Copy of receipt from the City of DeKalb tax office in lieu of tax application.
- Certificate of Liability Insurance.
- City of DeKalb Fire Life Safety License Application.
- Copy of state liquor license application with attachments.
- Check in the amount of \$538 made payable to the City of DeKalb, representing the application fee.
- Check in the amount of \$100 made payable to the City of DeKalb, representing the fire safety license application fee.

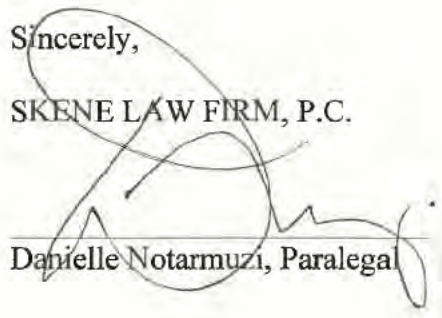
SKENE LAW FIRM, P.C.

Please note that I did not include a check for the background check fee since I am filing an application with the same set of officers and premises manager.

Upon your review of the foregoing, please accept same for filing. Please contact me at

Sincerely,

SKENE LAW FIRM, P.C.


Danielle Notarmuzi, Paralegal