

FOOD SERVICE CONTRACT

MENU ITEMS TO BE SOLD AND PRICE:

Full menu - see chipotle.com Food Item \$ _____ Price
_____ Food Item \$ _____ Price
_____ Food Item \$ _____ Price
_____ Food Item \$ _____ Price

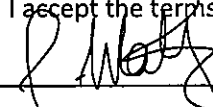
(For each item sold \$ 50% Dollar Amount goes to VENDOR and \$ 50% Dollar Amount goes to the DISTRICT ORGANIZATION)

1. This Contract is made between Catalina Foothills Unified School District No. 16, (the "DISTRICT") and Chipotle Mexican Grill (Vendor Name)
• 635 W. Ina Road, Tucson, AZ 85704 (Vendor Address), (the "VENDOR"), for the provision, preparation and sale of the above listed menu items. The food service/sale period shall begin on 8/17/17 (Month, Day, Year) at 4pm A.M./P.M. and end on 8/17/17 (Month, Day, Year) at 8pm A.M./P.M.
2. The food is to be sold at Chipotle Mexican Grill, 635 W Ina Rd Location (e.g., School Name and School Address). DISTRICT grants VENDOR the right to enter the property at the said address for the delivery and removal of VENDOR'S equipment as well as the preparation and sale of the menu items. VENDOR agrees to have all equipment delivered, set up and ready for sales by the start time of the food service/sale period and to remove VENDOR's equipment within two hours of the end time of the food service/sale period. VENDOR is solely responsible for all of its equipment at all times.
3. VENDOR'S sole compensation shall be its share of the menu item price, as set forth above. There shall be no charges to DISTRICT, including no charge for the delivery or removal of VENDOR's equipment. VENDOR shall maintain records of the number of menu items sold. The division of the sale proceeds shall be determined and the District's share of the sales shall be paid to the District at the end of the food service/sale period, before VENDOR leaves the premises on the day of the event.
4. VENDOR shall be solely responsible for preparing and selling the menu items, as well as the use of its equipment and the supervision of that use and equipment and will be solely responsible for any damage to its equipment, unless such damage is caused by the DISTRICT'S negligence.
5. VENDOR agrees to follow all applicable laws, ordinances and regulations, including but not limited to all applicable requirements of the Pima County Health Department.
6. Indemnification.

- A. VENDOR shall indemnify, defend, and hold harmless the DISTRICT and any of its officers, employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the DISTRICT, its officers, agents, employees or representatives on account of any loss or damage to property and for injuries to or death of any person arising in whole or in part out of any act or omission by VENDOR and/or its employees, agents, representatives, or subcontractors or in whole or in part out of the failure of or defects in equipment, menu items or food services provided.
 - B. The DISTRICT shall indemnify, defend, and hold harmless VENDOR and any of its officers, employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by VENDOR, its officers, agents, employees, or representatives on account of any loss or damage to property and for injuries to or death of any person arising out of any act or omission by the DISTRICT and/or its employees, agents, representatives, or subcontractors.
7. Insurance. VENDOR, at its sole expense, shall provide and maintain a liability insurance policy with the minimum limits of one million dollars (\$1,000,000) for bodily injury and one million dollars (\$1,000,000) for property damage for any incident related to the services provided pursuant to this Contract. It is agreed that such coverage shall be and constitute primary coverage pursuant to Arizona law. The foregoing coverage shall be effective at all times during the food service/sales period. The policy of insurance shall (1) be written as primary insurance and be non-contributing to any coverage of the DISTRICT, including any coverage provided by the Arizona School Risk Retention Trust, Inc.; (2) waive the VENDOR's Insurer's right of subrogation, or similar rights, against the DISTRICT, its officers, employees, agents, and representatives; and (3) name the DISTRICT and its officers, employees, agents, and representatives as additional insureds.
8. Entire Agreement. This Agreement constitutes the full agreement between VENDOR and the DISTRICT.
9. Weather Policy. During periods of severe weather conditions (i.e., rain, high winds, etc.), either party may cancel the reservation. In the event that the reservation is canceled due to severe weather prior to the set up of the equipment, the DISTRICT is entitled to a full refund of any deposit and/or fees paid in advance, if any.

VENDOR NAME: _____

By my signature, I accept the terms of this food service agreement.

VENDOR:  _____ Date: 8/7/17

Authorized Representative for Chipotle Mexican Grill Vendor Name

By my signature, I accept the terms of this food service agreement.

DISTRICT REPRESENTATIVE: Angela Hauke

Date: 8/7/17

TITLE: Director of Finance

Authorized Representative for Catalina Foothills Unified School District No. 16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/07/2017

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 MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 5080 Spectrum Dr., Suite 900E Addison, TX 75001	CONTACT NAME: PHONE (A/C, No, Ext): 469-232-2100		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Chipotle Mexican Grill, Inc 1401 Wynkoop Street, Suite #500 Denver, CO 80202		INSURER(S) AFFORDING COVERAGE INSURER A :Safety National Casualty Corporation	NAIC # 15105
		INSURER B :Scottsdale Insurance Company	41297
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

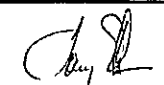
COVERAGES **CERTIFICATE NUMBER: 49BHYZWZ** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL4047266	10/01/2016	10/01/2017	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Policy Max General Agg:	\$ 25,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 Comp Ded <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 Coll Ded		CAS4047262	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UMS0028100	10/01/2016	10/01/2017	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	LDS4047264 (AOS) PS4047265 (WI)	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
							\$
							\$
							\$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder and any other required entities are included as Additional Insured with respect to General Liability coverage as required by written contract or agreement.

Store #: 1415

CERTIFICATE HOLDER Catalina Foothills School District 2101 E River Rd Tucson, AZ 85718	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED Chipotle Mexican Grill, Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 08/07/2017	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Named Insureds

- Chipotle Mexican Grill, Inc. (First Named Insured)
- Chipotle Mexican Grill U.S. Finance CO, LLC
- Chipotle Services, LLC
- Chipotle Mexican Grill of Colorado, LLC
- CMGGC, LLC
- ShopHouse, LLC
- ShopHouse Maryland, LLC
- PL Restaurant, LLC
- PL Restaurant Holdings, LLC
- PLRH of Kansas, LLC
- NHNY, LLC
- NH Restaurant, LLC
- Nix Hedden Holding, LLC
- Chipotle Mexican Grill Texas Holdings LLC
- Chipotle Mexican Grill of Kansas, LLC
- Chipotle Mexican Grill of Berwyn Heights, LLC
- CMG of Prince Georges, LLC
- Chipotle Mexican Grill of Maryland, LLC
- Chipotle Texas, LLC
- EMEA Tortilla Limited
- CMG Purchasing Co. LLC
- CMG Purchasing Partners, LLP
- Chipotle Cultivate Foundation
- CMG Strategy Co., LLC
- CMG Pepper, LLC
- CMG Concessions, LLC
- CMGBV, LLC
- TastyMade, LLC

License to Operate

**PIMA COUNTY HEALTH DEPARTMENT
ABRAMS PUBLIC HEALTH CENTER
3950 S. COUNTRY CLUB ROAD, SUITE 2301
TUCSON, AZ 85714**

Name of Business: CHIPOTLE MEXICAN GRILL
635 W INA RD
TUCSON AZ 85704

Type of Business: FIXED FOOD ESTABLISHMENT

Owner of Business: CHIPOTLE MEXICAN GRILL INC

License #: 3090759 - 1623C

Facility Id: 1090595

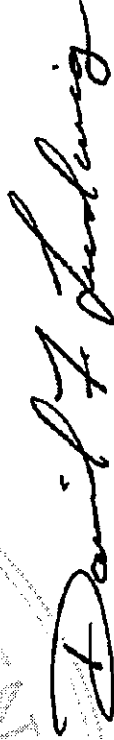
Valid From: 01 / 01 / 2017
Expires On: 12 / 31 / 2017

Date Printed: 12/09/2016

THIS LICENSE TO OPERATE IS ISSUED TO THE BUSINESS(ES) NAME, ADDRESS, AND DESCRIPTION SO NAMED. THIS LICENSE IS NOT TRANSFERABLE TO ANOTHER ADDRESS, BUSINESS, OR PERSON.

**THIS LICENSE MUST BE DISPLAYED CONSPICUOUSLY ON THE PREMISES.
THIS LICENSE MUST BE RENEWED BEFORE ITS EXPIRATION DATE.**

CHIPOTLE MEXICAN GRILL
CHIPOTLE MEXICAN GRILL INC
LICENSING DEPT
1401 WYNKOOP ST #500
DENVER, CO 80202



David F. Ludwig, MPH, REHS, RS, CPM
Program Manager

