

## RELEASE AND INDEMNITY AGREEMENT

**This Release and Indemnity Agreement** (the “Agreement”), effective as of \_\_\_\_\_, 2026 by \_\_\_\_\_ (“Company”) in favor of Levy Premium Foodservice Limited Partnership, an Illinois limited partnership (“Levy”) and the Released Parties (as that term is hereinafter defined).

### **Recitals:**

**WHEREAS**, Levy, pursuant to the terms of a certain Management Agreement with Chicago Park District and Chicago Bears Football Club, Inc. (together, the “Client”), has been selected to operate and manage food and beverage services at Soldier Field, located in Chicago, Illinois (the “Facility”); and

**WHEREAS**, Client wishes to engage the services of Company to prepare, sell, transport, and/or store certain food, samples, and beverages (the “Product”) for the Chicago chamber of Commerce Event Tradeshow (the “Event”) at the Facility;

**WHEREAS**, Levy does not typically allow parties other than Levy to bring outside beverages to events at the Facility for a variety of health, sanitation and liability concerns;

**WHEREAS**, Client has requested that Levy make an exception to its policy regarding the transportation, storage, service and consumption of beverages prepared by a party other than Levy; and

**WHEREAS**, Levy is willing to make an exception for Client’s request provided that Company agrees to indemnify, defend and forever hold harmless, on behalf of itself and any other individual consuming any portion of the Product, any and all claims against the Released Parties which may occur in connection with the transportation, storage, service and consumption of alcoholic beverages prepared by a party other than Levy.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Indemnification.** To the fullest extent permitted by law, Company hereby protects, indemnifies, defends and forever holds harmless the Released Parties (as defined below), from and against all claims, losses, liabilities, expenses or damages to persons or property (including, but not limited to, business interruption claims), government charges, fines and costs (including, but not limited to, reasonable attorneys' and para-professionals' fees), arising out of or in any way connected with the Product, the Event, or the Company, including, but not limited to, all food borne illness claims, performed by Company, or any vendor, agent, employee or any independent contractor hired, employed or utilized by Company, except only those claims that arise out of the sole gross negligence and willful misconduct, if any, of Levy.

Levy agrees to defend, indemnify, and hold harmless Company from and against any loss, actions, claims, proceedings, damages, or expenses (including reasonable attorneys' fees) arising out of or related to the Agreement to the extent such liabilities result from the gross negligence, intentional misconduct, or breach of the Agreement by Levy.

2. Equipment; Compliance with laws; Damages to Facility. Company shall be solely responsible for the maintenance and repair of all equipment, supplies, vehicles and improvements, if any, used by Company. Company shall be properly licensed under the applicable law to sell their Product. Company shall be responsible for compliance with all Federal, state and local laws and regulations with respect to its operations. Company shall, at its expense, obtain all permits and licenses required for the conduct of its operations hereunder. Company shall be responsible for any cost to repair or replace equipment provided by Levy that is damaged by Company. Company agrees that Company will be responsible for all injuries to persons, damages at the Event and adjacent areas and the loss of, or damage to, Levy's equipment or property, caused by Company, except to the extent such claims arise out of the sole gross negligence and willful misconduct, if any, of Levy. Levy will notify Company of any such damage or loss, and the costs related thereto. Upon request, Levy shall endeavor to provide Company with reasonable documentation showing, which may include narrative explaining the damage or loss as claimed. Company shall pay all such amounts that Company does not dispute to Levy within thirty (30) days after such notification. In the event Company disputes any such claim, Company agrees to pay the amount at issue to Levy to hold in trust, for the duration of any dispute resolution proceeding. In no event shall Levy be liable for such damages recited herein; however, Levy agrees to comply with all applicable Federal, state, and local health and safety-related laws, regulations, requirements, orders, or actions, to the extent applicable.
3. No Employment Relationship. Company shall be an independent contractor of Levy and Client, and not a joint venturer, partner, agent or employee of Levy or Client. During the Event, Company and any of Company's employees will not be deemed employees of Levy or Client for any purpose whatsoever, will not be entitled to any wages, and will not be covered under Levy's or Client's workers' compensation insurance policy.
4. Use of Levy or Client/Facility Name. Company shall not have the right to use the Levy name, the Client name, or the Facility name, or any trademarks or service marks of Levy, or Client, for any purpose by reason of this Agreement, unless Company obtains the prior written approval of Levy or Client (as applicable) via email or otherwise, which Levy agrees it will not unreasonably withhold, condition, or delay. Company shall not engage in any promotions, public relations, or media coverage relating to the Event or Facility without Levy's or Client's prior written approval via email or otherwise, which consent Levy agrees it will not unreasonably withhold, condition, or delay.
5. Licenses. At its expense, Company shall obtain, maintain and comply with all licenses, permits and approvals from any governmental authority that may be required to enable Company to

perform all of the services as described in this Agreement. Company shall provide to Levy a copy of the liquor license and any and all other permits required for the conduct of the operations herein at least three (3) days prior to the Event.

6. Representations. Company shall ensure that its employees will behave in a professional manner at all times while in or around the Facility. Company hereby represents and warrants that it shall use best efforts to cause its employees to comply with all federal, state and wage and hour law requirements and obligations. Company hereby represents and warrants that Company shall be responsible for: (i) paying its employees at least the applicable minimum wage for all hours worked; (ii) paying its employees required premiums for overtime hours, spread of hours, and split shifts where required; (iii) paying its employees within the time period required by applicable law; (iv) providing its employees with meal and rest breaks as required by applicable law; (v) withholding all applicable taxes for its employees; (vi) providing unemployment and workers' compensation coverage for its employees; (vii) keeping all required recordkeeping documents pertaining to its employees; and (viii) properly completing all appropriate paperwork for the employment of such individuals, including, but not limited to, the 1-9 form and applicable tax forms; and (ix) ensuring that no improper deductions are taken from the wages from its employees.
7. Release. Company hereby releases Levy and the Released Parties (defined below) from any and all claims related to the Company, Product, beverages at the Event, the Event, and any damage occurring as a result of the Event.
8. Insurance. Company shall procure and maintain in full force and effect at all times during the term of this agreement, insurance against risks as is customarily carried, paying as the same become due all premiums thereof, including, without limitation:
  - (i) Workers' Compensation (statutory limits), including Employers' Liability for limits not less than \$500,000.00 each accident, \$500,000.00 disease-policy limit, and \$500,000.00 disease-each employee. Company shall include a waiver of the insurer's right to recovery or subrogation against Levy
  - (ii) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$5,000,000 in the aggregate. The each occurrence limit and annual aggregate limit may be satisfied by using a combination of primary and umbrella (excess) insurance coverages. Such insurance shall include coverage for products-completed operations liability, personal injury, property damage and bodily injury liability. Coverage shall be primary and non-contributory to other insurance available to Levy and shall include a waiver of the insurer's right to recovery or subrogation against Levy.
  - (iii) Business Automobile Liability coverage with a combined single limit of not less than \$1,000,000. The combined single limit may be satisfied by using a combination of primary and umbrella (excess) insurance coverages. Coverage shall

be primary and non-contributory to other insurance available to Levy and shall include a waiver of the insurer's right to recovery or subrogation against Levy.

(iv) The following entities are to be named as additional insured with respect to Employers' Liability coverage, Commercial General Liability coverage and Business Automobile coverage:

Levy, Levy Premium Foodservice Limited Partnership, Levy Restaurant Limited Partnership, Levy GP Corp., Levy Holdings GP, Inc., Compass Group USA, Inc., Levy-Compass Group Holdings S.L., Compass Group PLC, Chicago Park District, Chicago Bears Football Club, Inc., and Soldier Field including, but not limited to, all affiliated or related entities and individuals including but not limited to partnerships, corporations, limited liability companies, owners, partners, shareholders, officers, directors, managers, agents and (collectively, the "Released Parties"); and

(vi) Upon execution of this Agreement, Company shall deliver a Certificate of Insurance to Levy evidencing the required insurance coverages. Further, Company shall deliver to Levy a new Certificate of Insurance whenever a previous policy period expires during the Event. Each policy shall require that thirty (30) days prior to the cancellation or non-payment of the policy, written notice is provided to Levy.

9. Confidentiality. This Agreement and all information contained in this Agreement and otherwise related to the services is confidential and proprietary to Levy and is solely for the internal use of the parties hereto. Company will not disclose any information, not already known to the public, regarding Levy, and/or any other confidential information it receives during the term of this Agreement, except as may be required for enforcement of or defense against a claim under this Agreement.
10. Governing Law; Entire Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws rules. This Agreement represents the entire understanding among the parties hereto and supersedes all prior agreements. Each party hereto acknowledges the availability of consulting with a legal representative of its choosing prior to executing this Agreement. No waiver, modification, or addition to this Agreement shall be valid unless in writing and signed by the parties to this Agreement.
11. Company hereby declares that the terms of this Release and Indemnity have been completely read and are fully understood and voluntarily accepted as a release of any and all claims, disputed or otherwise, hereafter arising. Moreover, this Release and Indemnity is delivered for the express purpose of precluding forever any claims arising out of the transportation, storage, service and consumption of Product from the Event. Company acknowledges the availability

of consulting with a legal representative of its choosing prior to executing this Release and Indemnity.

12. The parties executing this Release and Indemnity on behalf of Company has the full right, power and authority to execute this Release and Indemnity and bind the Company to the terms hereof.

*(Signature Page to Follow)*

**IN WITNESS WHEREOF**, the undersigned has caused this Release and Indemnity Agreement to be executed as of the date first above written.

**COMPANY:**

**LEVY:**

Levy Premium Foodservice Limited Partnership,  
an Illinois limited partnership

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_