



**Food and Beverage License and Concessionaire Agreement
for
Reading Country Club
5311 Perkiomen Avenue, Reading PA 19606**

Address Questions to Exeter Township Solicitor, J. Chadwick Schnee, Esq.
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1. Introduction

The Reading Country Club (RCC) is a historic country club and municipal golf course located at 5311 Perkiomen Avenue, Reading, PA 19606 and owned by Exeter Township, Berks County, Pennsylvania. This Agreement is between Exeter Township (Exeter) and Reading Hospitality, LLC, d/b/a DoubleTree by Hilton, Reading and d/b/a Catering by DoubleTree (“Vendor”), a private company located at 701 Penn Street, Reading, PA 19601. Vendor will act as concessionaire and exclusive food and beverage caterer for all events at RCC. These roles are defined by the terms set forth in this Agreement.

2. Catering: Summary of Agreement Terms and Conditions

A. Catering Rights and Property. Generally, except as set forth herein, Vendor will be the sole food and beverage concessionaire at RCC and will market, sell, contract and execute all catered events at the RCC.

- i. **Use of Property.** As concessionaire, Vendor will have the exclusivity, authority and permission to sell event space and catering of food and beverage and to execute events on the entire RCC property, including but not limited to in the ballrooms, ballroom terraces, in the restaurant space and all RCC grounds. Use of RCC outdoor grounds will not interfere with day-to-day golf operations including golf tournaments without approval of Exeter.
- ii. **Access to Premises.** Exeter shall give Vendor full access to areas specified in contracts executed between Vendor and its clients no later than twenty-four (24) hours in advance of an event. Vendor’s sales team shall be provided a key and applicable security codes to access the property to conduct facility walk-thrus and sales meetings at RCC. With permission from Exeter, Vendor and its agents shall also be granted access to the RCC to maintain their equipment and to coordinate delivery and pick up of rented equipment necessary for catered events.
- iii. **Yielding Maximum Revenue.** Vendor will have the authority to increase or lower catering rates or make dates or certain times for Special Events unavailable to certain groups based on demand so as to better maximize the overall revenue from events for both parties to this Agreement.

B. Special Events. Vendor will be the sole food and beverage concessionaire for special events. Vendor shall have the exclusive rights to secure catering and use of event space agreements and receive payments from clients on behalf of Exeter for all special events at RCC. Said “special events” shall include but are not limited to social and corporate events that required food and or beverage of any kind, such as weddings, corporate meetings and receptions, funerals, showers, outings, parties in general and the like.

C. Community Events. It is both Exeter’s and Vendor’s desire to further engage the community by creating, advertising and executing community events designed to build goodwill between the RCC and the residents of Exeter Township and surrounding communities. Except as outlined in section 2.D. pertaining to Food Truck Events produced by Exeter and except as outlined in section 2.F.ii. pertaining to Catering of Golf

Tournaments, Vendor will be the sole food and beverage concessionaire for community events. Vendor shall have the exclusive right to receive payment from attendees of community events on behalf of Exeter at RCC. Said “community events” are defined as events where the public at large is invited to the RCC and where Vendor serves and charges for food and beverage of any kind, including alcohol. Community events shall include but are not limited to themed dining events, golf outings, Sunday brunches, pop-up restaurants, music or theatrical events, events with concessions and the like. Community Events do not include day-to-day golf operations, including the operation of the Snack Shack as provided below. Vendor will execute a minimum of twelve (12) community events a year starting from the date of the signing of this agreement.

- i. Exeter shall approve the theme, time and place of all Community Events. Vendor shall submit to Exeter for approval the proposed theme, time and place(s) of Community Events on the RCC property at least sixty (60) days in advance of each event. Such approval shall not be unreasonably withheld.

D. Exeter Food Truck Events. Exeter reserves the right to produce an annual “Food Truck” event at the RCC. This event will not interfere with other events at the RCC contracted by Vendor and will conclude by 8pm unless otherwise agreed by Vendor. Vendor will not be entitled to any revenue from these events unless otherwise agreed by Exeter.

E. Snack Shack Restaurant & Liquor License Requirement. Exeter will continue to manage and operate its Snack Shack at RCC.

- i. **Purchasing.** Exeter will purchase its own inventory and pay all costs associated with operating the Snack Shack. Exeter will keep all revenue for all food and beverage, including alcohol, sold at the Snack Shack. Vendor will assist Exeter with purchasing for the Snack Shack with the goal of making it more efficient and cost effective by utilizing Vendor’s food purveyor purchasing channels.
- ii. **Liquor License.** Exeter will continue maintain and keep in good standing its Municipal Golf Course Restaurant License to sell liquor with the Pennsylvania Liquor Control Board. This includes paying all renewal fees and operating the Snack Shack in a manner as required by the Liquor Control Board to maintain a valid liquor license. Through its Snack Shack, Exeter will continue to manage and sell beverages (including alcohol) and snacks for cart coolers.

F. Golf Operations. Vendor will not be involved with golf operations at RCC except where such operations involve events that offer food and beverage. Vendor will work closely with golf operations to create guest experiences to foster RCC club membership whenever possible.

- i. **Coordination of Outings and Events.** Generally, Vendor and Exeter agree that Golf Outings and Tournaments will be scheduled so as not to interfere with Special Events and Community Events and that it is in the best interest of both

parties to work to that end. Unless otherwise approved by Vendor, Golf Outings and Tournaments shall end by 2pm. Such approval shall not be unreasonably withheld.

- ii. **Catering of Golf Outings and Tournaments.** Through its Snack Shack restaurant, Exeter reserves the right to sell snacks and other casual fare typically served by the Snack Shack as well as alcohol to golf outing and tournament clients. Should an outing or tournament desire a more formal dining experience such as an end of event luncheon or dinner, Vendor shall have exclusive rights to cater said function and said event shall be treated as a Special Event under this Agreement.

G. Restaurant Operations and Right of First Refusal. Vendor will not manage or otherwise operate the existing first floor restaurant except to the extent that it can be used as an event space for special and community events. Exeter retains the right to have another management entity operate the restaurant location except that Exeter shall first offer Vendor the right to operate the restaurant prior to offering it to any other entity. Vendor shall accept or decline the option to operate the restaurant within a reasonable period of time.

H. Alcohol Management. Generally, except as set forth herein, Vendor will be the sole alcohol concessionaire at RCC and will manage, market, sell, contract and execute all events involving alcohol at the RCC.

- i. **Ordering and Inventory.** Vendor will manage the sale of all alcohol at the RCC including ordering and arranging deliveries, tracking liquor costs and overseeing inventory. Exeter will add Vendor's liquor transport for hire company or a transport for hire company of their choosing as an authorized agent on Exeter's liquor license. Vendor will assist and otherwise cooperate in this process. All liquor inventory will be located at RCC in their existing liquor room. Exeter will supply a secure location at RCC to receive liquor deliveries. Exeter will pay liquor and beer vendors directly by a method of their choosing. Vendor and Exeter will share all information concerning liquor inventory and liquor purchasing and delivery costs. Exeter reserves the right to audit the inventory and liquor sales accounting at any time.
- ii. **Liquor Costs.** Exeter will be responsible for the cost of purchasing all liquor and for the cost of the delivery of all liquor.
- iii. **Service to Guests.** Excluding service from the Snack Shack, Vendor will be solely responsible for all liquor service to guests and the staffing costs associated therewith.

I. Event Staffing. Vendor will provide all necessary staff to execute events at RCC including floor staff, event managers, bartenders, event bathroom attendants and event security. Wherever possible, Vendor will attempt to retain RCC existing staff already working in these capacities as employees of Vendor.

J. Communication of Rental Contracts. Vendor will provide timely communication to Exeter regarding all contracts and agreements with clients who are contracting for food and beverage services and use of the facilities at RCC.

K. Preexisting Contracts. Vendor acknowledges that Exeter will fulfill or “grandfather in” catering and facility rental agreements that were executed prior to the signing of this agreement and which specify the use of caterers other than Vendor.

L. Transparency of Operations. Generally, it is both parties’ intent to be transparent in their business dealings including sharing of catering and facility use contracts, client invoices, calendars and in accounting for payment by clients or guests.

- i. **Contracts & Invoices.** For special events, on behalf of Exeter, Vendor will invoice clients for food and beverage and use of the facility. At the time of contract, a copy of the executed contract will be provided to Exeter. Similarly, Vendor will provide a final invoice for food and beverage and the use of the facility to the client and provide Exeter with a copy of the same. For community events, Vendor will keep an accounting of the sale of all items and share this information with Exeter.
- ii. **Calendars.** Vendor will share with Exeter a calendar of all catered events, special events and community events that are contracted or otherwise scheduled to be executed at the RCC. Said calendar will be updated weekly.

M. Term. The initial food and beverage concessionaire Agreement term will be three (3) years, commencing from the date of execution of this Food and Beverage License and Concessionaire Agreement. The term will automatically renew every three (3) years for an additional three (3) year period unless a notice of non-renewal is given by either party to the other, in writing, no later than 90 days prior to the end of the three-year term. Vendor must provide services for contracts executed during the term of the Agreement, but which fall after this Agreement has ended.

N. Catering Payments & Concessionaire Fees. Vendor will collect money, the gross sales, for all contracts and client invoices for catering and use of facility agreements and for guest purchases of food and beverage. Vendor will place the gross sales into Exeter Bank Account (TBD). The Bank Account will be reconciled weekly consistent with the terms herein.

- i. **Concessionaire Fees.** For Events sold without alcohol, Exeter will withhold 15% of all gross sales from catering operations including the sales of all food and beverage and use of the RCC facility. For Events sold with alcohol, Exeter will withhold 25% of all gross sales from catering operations including the sales of all food and beverage (including alcohol) and use of the RCC facility. Gross sales shall not include service charges, gratuity and applicable sales tax. Any residual funds in the Exeter Bank Account shall be paid to Vendor to reimburse Vendor for all costs of operation and as payment of Vendor’s concessionaire fees. Said

residual funds paid to Vendor shall include one hundred percent (100%) of service charges and gratuity collected.

- ii. **Funds at Final Payment.** Neither party shall withhold any gross sales or receive payment of residual funds until all sales are final and contracted events have been executed and have received final payment.
- iii. **Other Rental Services.** Vendor may provide décor, lighting, flowers, rental equipment, dessert, or other services to any renters who wish to use such available services from Vendor or its agents. Vendor does not have exclusive rights to these services, except that Vendor does have exclusive rights to the rental of specialty tables, chairs, china, glassware and linens to clients that are not part of the Exeter's inventory at the time of the signing of this agreement. Exeter will not receive a percentage of the sales of these other services invoiced to client and will pay one hundred percent (100%) of these funds, less sales tax, to Vendor.
- iv. **Sales Tax.** Exeter will be responsible to pay all applicable sales tax under their Pennsylvania Sales Tax ID. All service charges and gratuities will be paid to Vendor.
- v. **Annual Review.** Vendor and Exeter agree to meet at least annually to review and re-open negotiations as to Catering Payments and concessionaire fees.

O. Discounts and Amenities for Residents of Exeter Township. It is the parties' intent to create a community club atmosphere at the RCC by offering discounts and certain amenities available only to Exeter Township residents. To this end, for special and community events, residents of Exeter Township will receive a discount generally in pricing and will be offered specialty items, certain defined food and beverage options, at a discounted price not available to non-residents of Exeter Township.

P. Property Condition. Exeter grants the use of the RCC in "As Is" condition.

- i. Exeter will service, maintain and own, without exception, all "equipment", including furniture, fixtures, equipment and/or decorations, existing on the premises at the time of the signing of this agreement. Any said equipment purchased by Exeter during the term of this agreement will be regarded in the same manner. In the event Vendor brings in furniture, fixtures, equipment and/or decorations to the premise, Vendor must maintain such items and shall retain the right to remove such items at any time. Exeter will clean all equipment and facilities prior to any scheduled event, including, kitchens, bathrooms, tables, seats, and floors. Exeter will be responsible for professional, thorough cleaning of grease trap and sink trap and kitchen exhaust hoods and filters. Exeter will be responsible for required inspections of exhaust hood systems, ansul system and any other kitchen equipment during the term of the Agreement.
- ii. Prior to catering their first event under this Agreement, the parties will work together to ensure that the second-floor kitchen space is in a condition that is legal

to operate as a catering kitchen under the guidelines of the Pennsylvania Department of Agriculture. Similarly, the parties will work together to ensure that facility in general is in salable condition for the purposes of renting it out for events. Exeter shall be responsible for all costs associated with getting the second-floor kitchen and event facility space in said condition.

- iii. For each event, Vendor will leave the 2nd Floor kitchen in the same condition in which it was delivered to them. Vendor will create and abide by a standard cleaning procedure for post event kitchen and event area clean up that is satisfactory to Exeter.

Q. Services. Exeter will be responsible for furnishing and paying for water, gas, sewer and electricity and security as currently available on and within the RCC. Vendor shall complete event trash and recycling removal from the RCC to the designated trash and recycling receptacles at RCC, and Exeter shall provide trash and recycling removal from said designated locations at no additional expense to Vendor. Vendor will furnish all services and equipment necessary for its operation and execution of events at RCC. Vendor will store and remove grease from the RCC in keeping with laws, regulations, and industry best practices.

R. Leasehold Improvements. At its sole cost and expense, Vendor may make leasehold improvements to the Premises. In making such improvements, the Vendor shall submit plans for such improvements to Exeter for approval, which approval shall not be unreasonably withheld or delayed. The Vendor shall use a licensed contractor wherever necessary to make such improvements using a contractor approved by Exeter, which approval shall not be unreasonably withheld or delayed. Vendor shall make or cause to be made such improvements promptly, in a good workmanlike manner, in compliance with all applicable permits and authorizations and building and zoning laws and all laws, in accordance with the orders, rules and regulations of the Board of Fire Insurance Underwriters and any other body hereafter exercising similar functions having or asserting jurisdiction over the RCC, and according to the plans approved by Exeter. Excepting only removable, furniture, equipment and decorations, all such improvements shall become the property of Exeter at the expiration or termination of the Agreement and shall be surrendered with the RCC premises; provided, however, that Exeter may condition its consent to any such improvements to a condition requiring Vendor to remove any such improvements upon the expiration or termination of the Agreement Term and restoring the RCC to the condition which existed on the date Vendor took possession, subject to normal wear and tear and casualty and condemnation. In the event that Vendor desires to cause such improvements to be made prior to the commencement date and provided the RCC is not otherwise occupied, Vendor is hereby granted a license to enter into the RCC for such purpose.

S. Supplies. Vendor may purchase supplies and equipment needed for events operations. List of items may include, but is not limited to, pots, pans, dishes, containers, glassware, silverware, pitchers, coffee or espresso machines, paper products, and carry out products. Upon the termination of this Agreement, Vendor will maintain possession of all such equipment. If Vendor intends to sell this equipment, it will give the right of first refusal to

Exeter at the time of notification of non-renewal or upon termination for some other cause, whichever occurs first.

T. Catering Menu. Exeter will allow Vendor discretion over the design of its catering menu and the selection of menu offerings.

- i. Vendor will, whenever possible, use seasonal, local, or whole foods for its menu items;
- ii. Vendor will provide Exeter with at least three (3) alternatively-priced menus for weddings and events over 100 persons. Additionally, Vendor will provide two (2) alternatively-priced menus for all other caterer events. Vendor will, in good faith, consider menu selections and price options that allow for a broad customer base;
- iii. Vendor will consider vegetarian, vegan, and other menu items that provide for a broad group of dietary restrictions and other commercially reasonable menu items specified by Exeter.

U. Sales & Marketing: Generally, Vendor will manage all sales and marketing activities for all events involving the sale of food and beverage at RCC.

- i. **Sales Person.** Vendor will provide a dedicated sales person for its services at RCC.
- ii. **Sales Activities.** The sales person will be responsible for conducting client walk-thrus at the RCC, tracking inquires and contracting for catering services at the RCC. Vendor will provide Exeter access to weekly sales progress reports. The sales person will be responsible to sharing a calendar of contracted catered events with Exeter updated weekly.
- iii. **Office Space, Digital Sign & Wi-fi.** RCC will offer an office conference space to Vendor that is suitable to conduct sales meetings with prospective clients. Exeter will ensure that the digital sign at the entrance of RCC is operating and provide the Vendor with the equipment necessary to program the sign for its use to promote Vendor's services and events at RCC. Exeter shall provide and pay for wi-fi throughout the event space buildings including the first and second floors and office spaces in the clubhouse facility.
- iv. **Marketing.** Vendor will use its existing in-house marketing department to create and manage a dedicated website area, marketing materials, a broad, ongoing social media marketing campaign and periodic open houses to inform the public and promote the sale of catered special events and community events at the RCC.
- v. **Co-Branding, Cross Promotion and Hyperlinks.** It is the intent of both parties to work together to promote and better inform RCC membership, Exeter Township Residents of all events happening at the RCC. To that extent that promotion includes the service of food and beverage at the RCC, both parties agree to include each other's branding on all marketing materials, websites and

social media pages for said promotion. Vendor will feature RCC on its catering website as an exclusive catering location and include access to menus and the ability to contact Vendor to inquire further about catered events at the RCC. Each party will include a link to the other parties' websites on their respective websites. Vendor will promote RCC events that do not include catering services when requested by RCC and where Vendor deems it appropriate and in alignment with Vendor's brand and brand standards.

- vi. **Use of Name.** Vendor shall license its name to Exeter for use at the facility. Vendor hereby grants Exeter the personal, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, limited right to use Vendor's name for purposes of marketing Catering and Facility rental for events at RCC. In addition, Exeter shall license its name to Vendor for use at the facility. Exeter hereby grants Vendor the personal, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, limited right to use the RCC name for purposes of marketing Catering and Facility rental at RCC. Upon termination of this agreement, both parties' right to use each other's name will hereby terminate. Each party shall retain all ownership rights, title and interest in their respective names and intellectual property, including any modifications or derivatives of their name and intellectual property.

3. Indemnification and Hold Harmless

A. Liability. Exeter will not be liable to Vendor or any other person for any damages on account of loss, damage or theft to any personal or business property of Vendor or its employees, agents or invitees.

B. Indemnification. Vendor covenants and agrees to indemnify Exeter and hold Exeter harmless from and against any and all claims, expenses, loss or liability whatsoever arising out of or in connection to its operations, activities or omissions, its employees and agents, in the performance of its obligations under this Agreement. This includes any losses directly or indirectly resulting from or occasioned to, or imposed upon, Exeter

- i. by injury to or destruction of life or property resulting from the use and occupancy of the Premises by Vendor (including but not limited to any such injury or destruction caused, in whole or in part, by Vendor's agents, employees, invitees or licensees) and excepting only Exeter's intentional or negligent acts or omissions, or
- ii. by damage to or destruction of the Premises or the building in which these Premises are located, which is caused by or attributable to the negligent act or omission of Vendor (including but not limited to any such damage or destruction caused, in whole or in part, by Vendor's agents, employees, invitees, or licensees) or caused by or attributable to Vendor's failure to perform its obligations under

this Agreement and excepting only Exeter's intentional or negligent acts or omissions.

4. Insurance. Exeter is not obligated to carry insurance on Vendor's personal or business property. Vendor will maintain an insurance policy which is primary and non-contributory. At the time of the commencement of this Agreement, Vendor will offer Exeter a Certificate of Insurance listing Exeter as an additional insured. Vendor will maintain such a policy at all times during the term of this Agreement an insurance policy with the following coverage, insuring Exeter and Vendor against all claims for damages for injury or death or property damage, arising from Vendor's operations:

A. Workers' Compensation, with Employer's Liability limits not less than \$1,000,000 each accident;

B. Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations;

C. Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverage, as applicable; and

D. Liquor Liability Insurance with limits not less than \$1,000,000 per occurrence.

5. Possessory Interest Taxes and other Tax matters. Vendor will be responsible for paying any possessory interest taxes due in connection with its rental space. Any and all sales tax due on sales by Vendor shall be paid out of the Bank Account for "TBD".

6. Governing Law and Policy Requirements. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Vendor will be required to comply with all applicable state, federal, and local laws and ordinances as well as Exeter policies in effect including, but not limited to, Equal Opportunity Employment, and noise limitations.

7. Removal of Property. Vendor upon termination of this Agreement, whether by expiration of the original or any extended term or terms hereof, or for any other reason, shall immediately after such termination remove from the Premises all of its equipment, inventory, and other possessions.

8. Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of all successors and assigns of the parties hereto.

9. Modification: Entire Agreement. This Agreement may not be modified orally, but only in writing signed by an officer of each of the parties thereunto duly authorized. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof.

10. Termination. This Agreement will continue in full force and effect for its entire term. If Vendor decides to vacate the RCC or terminate this agreement before the current three-year term has completed, Vendor agrees to pay each month the flat rate of one thousand dollars (\$1,000) up

to (3) months or until the current three-year term has ended, whichever period ends sooner, for lost income, even if it is unoccupied by the Vendor. If Exeter decides to terminate this agreement before the current three-year term has completed, Exeter agrees to pay, in addition to its obligation to pay Vendor its concessionaire fees as outlined in this Agreement, each month the flat rate of one thousand dollars (\$1,000) up to (3) months or until the current three-year term has ended, whichever period ends sooner, for lost income. In the event of death, dissolution, termination of existence, insolvency, failure to perform this contract in accordance with its terms, business failure, appointment of a Receiver, assignment for the benefit of creditors, or the commencement of any proceeding under any Bankruptcy or Insolvency Law, or the service of any warrant, attachment, levy or similar process involving Vendor or Exeter, or for convenience, either party may, at its option, terminate this Agreement by mailing or personally delivering notice of such termination to the other party by certified mail, in which event this Agreement shall terminate within 90 days upon the mailing or other delivery of such notice. In the event of termination, Upon the termination of this Agreement and after payments described in this paragraph have been completed, it is agreed that both parties are released from the obligations in this Agreement and that neither party shall have any further claims, legal or otherwise, against the other for any reason except that, Vendor will have the right to execute all contracted events with event dates scheduled past the date of termination and each parties' rights under the terms of this Agreement shall remain in effect as it pertains to said contracted events and that, Vendor shall have the right to payment of all concessionaire fees owed under the terms of this Agreement from any event executed prior to the termination date.

11. Covenants Regarding Confidentiality. Vendor will not disclose the terms of this Agreement to any other person or entity (except to Vendor's accountant or other business advisors as may be reasonably required for Vendor's business purposes) without the express written consent of Exeter.

12. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101–67.3104, applies to this Agreement. Upon notification from Exeter to Vendor that Exeter requires Vendor's assistance in responding to an RTKL request for records in Vendor's possession, Vendor must provide Exeter, within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Vendor's possession that Exeter requests under this Agreement ("Requested Information"). Vendor must also provide any other assistance that Exeter may request in order to comply with the RTKL. If Vendor fails to provide the Requested Information within 14 calendar days after receipt of the request, Vendor must indemnify and hold Exeter harmless for any damages, penalties, detriment, or harm that Exeter may incur as a result of Vendor's failure, including any statutory damages, penalties or sanctions assessed against Exeter. If Exeter determines that the Requested Information is a public record, Vendor agrees not to challenge Exeter's decision. If Vendor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, Vendor will immediately notify Exeter, and will provide, within seven calendar days of receiving the request, a written statement signed by a representative of Vendor explaining why the requested material is exempt from public disclosure under the RTKL. If, upon review of Vendor's written statement, Exeter still decides to provide the Requested Information, Vendor will not challenge or in any way hold Exeter liable for such a decision. Exeter will reimburse Vendor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records, or, if the fee schedule is inapplicable, as otherwise

provided by the RTKL. Vendor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania courts. Vendor agrees to waive all rights or remedies that may be available to it as a result of the Exeter's disclosure of Requested Information pursuant to the RTKL. Vendor's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and will continue as long as Vendor has Requested Information in its possession.

By: _____

Name (printed): _____

For Reading Hospitality, LLC

By: _____

Name (printed): _____

For Exeter Township