

Redlands Unified School District

Phone (909) 307-5300

Fax (909) 307-5325

THIS AGREEMENT is made effective on 1/24/24, and it is made by and between In-N-Out Burger
 date consultant name
 hereafter called "Consultant OR Contractor," and the Redlands Unified School District, hereafter called "District."

RECITALS

A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.

B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

Accordingly, the parties agree with the above and as follows:

AGREEMENTS

1. PERIOD OF AGREEMENT: Shall be from 4/22/24 through 4/22/24,
date date
2. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

Please check if applicable:

- ☐ A statement of work is attached.
- ☐ A specification is attached.
- ☐ Other attachment described as: _____

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

3. The Consultant will commence providing services under this Agreement on 1/24/24, and will diligently, properly date and in full compliance perform as required and complete the performance of services by 4/22/24. Time shall be of date the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the originating department, copying the notification to Purchasing in writing at 20 W. Lugonia, Redlands, CA 92374.
4. **INDEPENDENT CONTRACTOR:** The Consultant is an independent Contractor and will perform said services as an independent calling and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes, State Unemployment Compensation or Worker's Compensation, or any other purpose.
5. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
6. **PAYMENT:** The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed: 6,894.75 (dollar amount).

If this is an Agreement to pay the Consultant by the hour, then this box shall be checked and the hourly rate indicated as follows: _____

(i.e. # of hours X \$rate per hour/day)

It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this Agreement.

The total not-to-exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, worker's compensation, mileage, travel, incidentals, food and the like.

Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.

7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. **TERMINATION:** The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. **INDEMNIFICATION:** The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - b. Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - c. Any and all claims under worker's compensation acts and other employee benefit acts with respect to Consultant's employees or sub Consultant(s) arising out of Consultant's work under this Agreement.
 - d. Any and all loss, liabilities, actions, judgments, interest awards, reasonable attorneys' fees, costs, fines, penalties, damages or expenses from any third party claim against the District arising out of or resulting from Provider's failure to comply with any of the obligations under Section 8 of this Agreement.

The Consultant, at the Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings as a result thereof.

10. **MINIMUM INSURANCE REQUIREMENTS:** Consultant shall obtain and maintain the policies of insurance or equivalent program of self insurance and limits as shown below for the duration of this Contract.

- a. Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, unless otherwise agreed in writing by the District.
- b. Automobile liability insurance in an amount not less than \$1,000,000 per accident for all owned, hired and non-owned vehicles.
- c. Workers Compensation as required under California State law.
- d. Professional Liability insurance in an amount not less than \$5,000,000 per occurrence. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement.
- e. If Consultant may be providing services to District on District facilities during the time that District students could be present or if Consultant is providing services to District for the benefit of District student, Consultant shall provide specific coverage for Abuse or Molestation with limits not less than \$2,000,000 per occurrence and \$5,000,000 aggregate either by separate policy or by an endorsement to User's Commercial General Liability coverage.
- f. The Provider shall provide a Certificate(s) of Liability Insurance using ACORD Form 25, indicating the required insurance coverages within ten (10) days of the effective date of this Agreement NAMING THE DISTRICT AS ADDITIONAL INSURED on the Commercial General Liability policy using endorsements CG 20 10 and CG 20 37.
- g. The policies indicated in paragraphs 10.a., 10.b. 10.c. 10.d. and 10.e. shall include a waiver of subrogation endorsement in favor of District.
- h. The policies indicated in paragraphs 10.a. and 10.b. shall include a primary, non-contributory endorsement in favor of District or District's insurance or self-insurance program.

- ☒ Certificate of Insurance Attached with endorsements as specified
- ☐ Workers Compensation Certificate Attached OR
- ☐ Sole Proprietor/ **NO** Workers Comp. Certificate Needed
- ☐ Proof of TB clearance for all employees working individually with students
- ☐ Criminal records check...Department of Justice Fingerprint Clearance is required before commencement of services, see form attached IF working individually with students
- ☐ Site must run consultant/s thru Meganslaw.ca.gov search if consultant is on a school site. Site shall attach proof of this to contract

11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.

12. ASSIGNMENT: This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.

13. COMPLIANCE AND CERTIFICATION: The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. The consultant and any of its employees and/or sub Consultant(s) are NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency.

14. The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.

15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:

- a. Increase dollar amounts
- b. Effect administrative changes
- c. Effect other changes as required by law.

16. CONFLICT OF INTEREST: Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance or services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Consultant. Consultant will take all necessary steps to avoid the appearance of a conflict of interest and shall have duty to disclose to the District prior to entering this Agreement any and all circumstances existing at such time which would pose a potential conflict of interest.

17. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.

18. GOVERNING LAW: This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in San Bernardino County, California.

19. CONFIDENTIALITY: All communications and information obtained by the Consultant from the District relating to this Agreement and all information developed by Consultant under this Agreement are confidential. Should there be a need for the Consultant to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA) or the Health Insurance Portability and Accountability Act (HIPAA), Consultant must take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations.

Authorized representatives of the parties have executed this Agreement as indicated below.

Consultant:

In-N-Out Burger

Consultant/Firm Name
13502 Hamburger Lane

Consultant Address
Baldwin Park, CA 91706

City, State, Zip



(Signature, Authorized Representative)

626-813-8295

(Telephone)

inocookoutinfo@innout.com

(email address)

1/24/24

(Date)

District Board of Education Approval Date: _____

District Requisition Number: _____

District:

Redlands Unified School District 20
West Lugonia Ave. Redlands, CA 92374

Assistant

Superintendent, Business Services
Chief Business Official



Supervisor/ Principal/ District Administrator

Funding Administrator (if Applicable)

1/24/24

(Date)

P.O. Number: _____



Event Date:4/22/2024

Event ID: E73406

Payment Receipt

13502 Hamburger Lane
Baldwin Park, CA 91706
Phone: (626) 813-8295
Attn: Cookout Department
Federal ID#95-2246829

Bill To:
Redlands High School
840 E. Citrus Ave.
Redlands, CA 92374

Event Location:
Redlands High School
840 E. Citrus Ave.
Redlands CA, 92374

Cookout Date:
Monday, April 22, 2024 12:00 pm

Date	Amount	Comment	Pay Method	Card Number	Check #	Category	Pay Type
2/6/2024	1,000.00	Deposit	Credit Card	*** 8800		Deposit	

THANK YOU FOR YOUR PAYMENT!



IN-N-OUT BURGER CREDIT CARD AUTHORIZATION FORM

Contact:

Redlands High School
840 E. Citrus Ave.
Redlands, CA 92374
Attention: Sara Wasko

Event #E73406

Cookout Address:

Redlands High School
840 E. Citrus Ave.
Redlands, CA 92374

Date of Cookout: Monday, April 22, 2024

11:45 am - 1:15 pm

Credit Card Information:

Amount:

____ Deposit of \$500.00 per truck (2 Trucks)

____ Other Amount: \$____

____ Keep this card on file for final event payment

*Paid Cal card
Please see
attached receipt
Sara Wasko.*

Credit Card Type (circle one): **VISA** **MasterCard** **DISCOVER**

Credit Card #: _____

Exp. Date: _____ CVV (3 digit): _____ Zip Code (associated w/credit card): _____

Credit Card Type: **AMEX**

Credit Card #: _____

Exp. Date: _____ CVV (4 digit): _____ Zip Code (associated w/credit card): _____

Name on Card: _____

____ Check here if billing address is the same as contact information above

Address: _____

City/State/Zip: _____

Contact Name: _____ Phone: _____

If paying with check please make payable to: In-N-Out Burger

Mail to: In-N-Out Burger Attn: Cookout Department 13502 Hamburger Lane, Baldwin Park, CA 91706

Office: 626-813-8295

Date: 1/24/2024 (1:49 pm)



In-N-Out Burger Cookout Agreement

Event ID#: E73406
13502 Hamburger Lane
Baldwin Park, CA 91706
(626) 813-8295

This Cookout Agreement (this "Agreement") is made and entered into as of 1/24/2024 (the "Effective Date"), by and between In-N-Out Burger and Redlands High School (the "Customer"), located at 840 E. Citrus Ave. Redlands, CA 92374.

Event Information:

Event ID#: E73406
Event Date: Mon, 4/22/2024
Client: Redlands High School
Serve Time: 12:00 pm - 1:30 pm
Duration: 1.5 Hours
Planned # of Meals: 600

Estimated Event Total:

\$6,894.75

Order:

Number of Trucks: 2
Description: **600 - Hamburgers, Cheeseburgers, Chips and Drinks**

Event Address:

Redlands High School
840 E. Citrus Ave.
Redlands, CA 92374
Event Name: Redlands High School, herein
after the "Event"

Site Contact Information:

Sara Wasko
Phone: (909) 307-5500x30102
Mobile: () -
Email: sara_wasko@redlands.k12.ca.us

Customer/Billing Details:

Redlands High School
840 E. Citrus Ave., Redlands, CA 92374
Sara Wasko
Phone: (909) 307-5500x30102
Mobile: () -

Key Dates:

Signed Contract Due:	2/6/2024
Deposit Due:	2/6/2024
Full Payment due:	4/22/2024
Final Date for Refund:	4/8/2024

I have read the above Event Information, and agree to the "Terms and Conditions" and any attachment or addendum and agree to all provisions therein.

2/5/2024

Date

Redlands Unified School District
Company/Organization

Sara Wasko
Signature

Sara Wasko Kate Van Luen
Printed Name

TERMS AND CONDITIONS

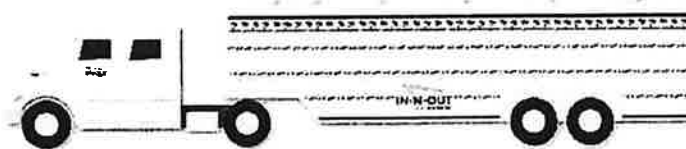
1. COSTS:

1. **PRICES, SALES TAX & MARK-UP:** The total cost of Customer's Event with The In-N-Out Burger Truck will be determined by the amount of food Customer orders prior to the Event, plus sales tax. The estimated total is based on:
 - Estimated Food Subtotal: \$5,340.00
 - Trip Charge: \$1,000.00
 - Over-time: \$0.00
 - Out-of-Area Surcharge: \$0.00
 - Estimated Sales Tax: \$554.75
2. Prices, terms and conditions quoted herein are subject to change. Should any such change occur, Customer will be notified no less than 60 days prior to the date of the Event.
3. **TRIP CHARGE** - There is a \$500 trip-charge, per-truck which will be in addition to the food minimum.
4. **FOOD MINIMUM CHARGE AND GUARANTEE:** The "food minimum charge" or "guarantee" is calculated in the following manner: (a) \$1,500 food minimum plus \$100 for every half hour of service time used beyond one and a half (1.5 hours) or 75% of your estimated order (based on the average meal, which is the cheeseburger price). Please note that product cannot be substituted for unused meals to satisfy the minimum. The food minimum for this event, based on the above event details, is **\$4,000.00**. A \$500 trip charge (per truck) will be added to all events.
5. **INCIDENTAL CHARGES:** If unusual circumstances exist, In-N-Out Burger may assess an incidental charge. All such charges shall be noted in the Incidental Charges section prior to executing this Agreement.
6. **COLLECTION OF MONEY:** In-N-Out Burger will NOT collect any money from individuals attending the Event. Rather, Customer is responsible for selling and collecting all funds.
7. **DEPOSIT:** A \$500 deposit, per truck, is required to hold the date. Deposits are non-refundable if the Event is cancelled less than 14 days from the scheduled Event date. The receipt of Customer's deposit by In-N-Out Burger will confirm the reservation of the Event. The full amount of the deposit will be credited against the total charges for the In-N-Out Burger Truck service. MasterCard, Visa, Discover and American Express are accepted. Checks will be accepted, but must clear no less than 10 days prior to the Event date.
8. **BALANCE DUE:** Final payment must be made at the end of the Event, by check, VISA, MasterCard, Discover or American Express. Cash will not be accepted unless prior arrangements have been made.
9. **CANCELLATION:** If Customer chooses to cancel their Event or reschedule to a different date, this must be done 14 days prior to the Event date to receive any type of refund. Deposits are non-refundable after this time.

2. **SITE SELECTION:** In-N-Out Burger reserves the right to pre-approve the location of any event at which In-N-Out Burger Truck may appear and shall have the right, upon request, to inspect the site in advance. The In-N-Out Burger Truck requires a solid and level surface and sufficient space for parking both the truck and our employee support vehicle to accompany the truck for the duration of your event. In-N-Out Burger reserves the right to relocate the In-N-Out Burger Truck if it deems the parking area or any portion thereof, to be unacceptable. If the desired parking area requires property parking permits, In-N-Out Burger is not responsible for obtaining them. **Cookout Trucks require 85 feet of parking space, with 14 feet overhead clearance and a width of at least 11 feet.** In-N-Out Burger cannot park in any residential drive-ways excluding grass/dirt. Please be aware that some areas may be inaccessible due to narrow or steep roads and low overhanging trees.


Truck Information

- Length: 65' - We will need about 85' for parking or 9-10 parking spaces
- Width: 14'. Our entire set-up (EZ-up and table) will need 25' of space.
- Height: 13' (Safe clearance height of 14' needed)
- Bottom rail clearance height: 10", Rear tractor axle - front trailer axle spacing: 25'
- Weight: 50,000 Lbs.




Initial

3. **PROMOTIONAL MATERIALS:** The In-N-Out Burger name, logo, trademark and graphics ("Names and Marks") may only be used on printed materials relating to Customer's Event and may not be included in any form of electronic advertising, including, without limitation, radio, television, etc. All printed materials (including, without limitation, posters, tickets or other promotional materials) using the In-N-Out Burger's Names and Marks must be approved by the In-N-Out Burger Marketing Department in advance of production of such materials. Please e-mail any design to KHardesty@Innout.com for review (typically 24-hour turn-around and approvals). In-N-Out Burger reserves all rights, title and interest in and to its Names and Marks; Customer hereby acknowledges and agrees that by this Agreement In-N-Out Burger is not granting to Customer any license of any kind to use In-N-Out Burger's Names and Marks.
4. **FOOD HANDLING AND SERVICE:** Customer expressly understands and agrees that only In-N-Out Burger associates shall cook the burgers at the Event. In addition, Customer expressly agrees that no personnel, other than In-N-Out Burger associates, shall serve burgers to guests at the Event.
5. **CHANGES IN TERMS OF AGREEMENT:** In-N-Out Burger Cookout Trucks do not carry extra product. In-N-Out Burger will only come prepared to serve what is ordered on page (1) of this Agreement (see "Order") and must all be served within the scheduled time. If Customer desires to change the time, location or menu of their Event as originally agreed to in this Agreement, Customer must inform In-N-Out Burger of such a change no later than seven (7) days prior to the scheduled date of the Event and is subject to availability. Please note that In-N-Out Burger may be unable to make any change in the Event if this advance notice is not provided.
6. **INSURANCE AND INDEMNIFICATION REQUIREMENTS:** Customer acknowledges and warrants that it has adequate liability insurance in place for the property where the Event is to be held. Upon In-N-Out Burger's request, Customer shall provide In-N-Out Burger with a Certificate of Insurance, or a copy of the homeowners' insurance policy, indicating that adequate liability insurance is in place for the property where the cookout is to be held.
- A. Except to the extent any action or claim arises out of the gross negligence or intentional misconduct of In-N-Out Burger or any of its employees, owners, officers, directors and agents, Customer hereby agrees to indemnify, defend and hold harmless In-N-Out Burger and its affiliates, related business entities, successors, assigns, employees, owners, officers, directors and agents, and each of them, from and against any and all actions or claims that Customer or Customer's guests, invitees and representatives may have, and against any and all other actions or claims, which in any way relate to or arise out of Customer's Event.
 - B. Except for any liability arising out of its gross negligence or intentional misconduct, In-N-Out Burger does not, and shall not be required to, assume any liability for any damages or losses arising from or relating to Customer's Event.
 - C. Customer hereby acknowledges and agrees that In-N-Out Burger and its employees, owners, officers, directors and agents shall not have any liability to Customer for any claims, liabilities or expenses arising out of or relating to the Event in excess of the fees actually paid by Customer to In-N-Out Burger pursuant to this Agreement, except to the extent any such claim, liability or defense has been finally judicially determined to have resulted primarily from the gross negligence or intentional misconduct of In-N-Out Burger.
7. **LIMITATION OF LIABILITY:** In no event shall In-N-Out Burger or any of its owners, officers, directors, employees, contractors or suppliers be liable to Customer for any punitive, special, exemplary, incidental, consequential or other indirect loss or damage (including, but not limited to, loss of profits, loss of revenue, loss of opportunity and loss of use) that may arise out of or in connection with this Agreement, including, but not limited to, damages or costs resulting from In-N-Out Burger's failure to provide the service regardless of whether such damages could have been foreseen, prevented or had been advised of. Under no circumstance will the collective liability of In-N-Out Burger and its owners, officers, directors, employees, contractors or suppliers, for any damages incurred, ever exceed the amount paid or payable by Customer to In-N-Out Burger under this Agreement regardless of the form of action, whether based on contract, tort, negligence, strict liability, products liability or otherwise.


Initial

8. **RIGHT TO RESCIND:** In-N-Out Burger reserves the right, at any time, to unilaterally rescind this Agreement and/or to deny service to Customer, even after the Event has commenced, if Customer's Event is not conducted (or any person related to the Event does not conduct themselves) in a manner consistent with applicable law and the policies, practices or image of In-N-Out Burger. In particular, In-N-Out Burger is committed to providing and supporting a drug-free environment for its customers and Associates. In-N-Out Burger may, on its own discretion, unilaterally rescind this Agreement and/or deny service to Customer should Customer's Event in any way involve or support illegal or legal drug use, including marijuana, or drug paraphernalia, which shall include equipment, products, and materials of any kind whose primary design function is for use in growing, harvesting, manufacturing, producing, processing, preparing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing such drugs into the human body.
9. **GOVERNING LAW AND VENUE:** The laws of the State of California shall govern this Agreement. If a dispute arises in connection with or relating to this Agreement, it shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in Orange County, California, and the parties consent to the personal and exclusive jurisdiction and venue of these courts.
10. **FORCE MAJEURE:** The parties to this Agreement will be excused from the performance of this Agreement in whole or in part if the performance by In-N-Out Burger or Customer of any of its material obligations under this Agreement is prevented by operation of law or any cause beyond the reasonable control of such party, including without limitation fire, flood, disruption of transportation (but not the failure of a party to reasonably anticipate possible transportation delays), earthquake, public disaster, strike, labor dispute or unrest, accident, breakdown of electrical or other equipment, riot, war, insurrection, civil unrest, Act of God, any act of any legal or governmental authority (all of which causes are referred to as "events of force majeure"). If the Event is cancelled or curtailed because of the occurrence of any of the foregoing events of force majeure, In-N-Out Burger shall remit the full portion of the deposit, less any out-of-pocket costs incurred by In-N-Out Burger, in connection with the cancelled or curtailed Event.
11. **MISCELLANEOUS:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior offers, negotiations and agreements. Only a written agreement executed by the parties shall modify or amend this Agreement. If any provision of this Agreement is declared invalid, the remaining provisions shall remain in full force and effect. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
12. **PRODUCT PRICES:** The total cost of Customer's cookout Event will be determined by the amount of food used, at the current prices below and other charges described on page two or the "Minimum Charge" of **\$4,000.00**; whichever is higher. A \$500 trip charge (per truck) will be added to all events. Prices, terms and conditions quoted are subject to change; should this occur, Customer will be notified no less than 60 days prior to the cookout date.

<u>Individual Items:</u>	<u>Cost</u>	<u>Meals Including Chip & Drink:</u>	<u>Cost</u>
Hamburgers	\$4.80 + tax	Hamburger Meal	\$8.40 + tax
Cheeseburgers	\$5.30 + tax	Cheeseburger Meal	\$8.90 + tax
Double-Doubles®	\$6.90 + tax	Double-Double® Meal	\$10.50 + tax
Grilled Cheese	\$4.70 + tax	Grilled Cheese Meal	\$8.30 + tax
20 oz. Fountain Drinks	\$2.35 + tax		
Chips	\$1.25 + tax		

13. **FUNDRAISING POLICY:** If Customer chooses to sell tickets as a fundraiser for an organization, In-N-Out Burger maintains a strict policy on maximum fund raiser prices that may be charged for our products. The maximum markup on each item is 25% on top of the cost, before sales tax. If at any time these price maximums are exceeded, Customer's cookout event will be terminated.


Initial

COOKOUT CONFIRMATION

Event #: **E73406**

Contact:

Redlands High School
840 E. Citrus Ave.
Redlands, CA 92374
Attention: Sara Wasko

Cookout Address:

Redlands High School
840 E. Citrus Ave.
Redlands, CA 92374

Date of Cookout: **Monday, April 22, 2024** **12:00 pm - 1:30 pm**

Cookout Event Order Summary:

Menu: 600 - Hamburgers, Cheeseburgers, Chips and Drinks

Cost: \$6,894.75 including sales tax (Note: Deposits/Payments made towards this event are not reflected in this balance).

If you do not reach your Estimated Total, ***you will be responsible for the amount of actual food used*** or a minimum of ***\$4,000.00; whichever is higher***; plus ***your trip charge of \$1,000.00***. (Note: Product cannot be substituted for unused meals to satisfy your minimum).

Please note: Trailers do not carry extra product! Any changes made to this agreement, MUST be made no later than seven days prior to the scheduled date of cookout. We will only come prepared to serve what you have ordered above and must all be served in the scheduled time above.

Balance is *due at the end of your event*; for your convenience we accept checks, money orders, MasterCard, VISA, Discover and American Express.

Thank you,

In-N-Out Burger | Cookout Department

13502 Hamburger Lane
Baldwin Park, CA 91706
O-(626) 813-8295 F-(626) 813-7300
inocookoutinfo@innout.com