

Chicago Rabbinical Council

2701 West Howard Street

Chicago, IL 60645

(773) 465-3900

Fax: (773) 465-7219



CONTRACT

This agreement ("Contract") entered into by and between **GREAT CHICAGO CATERING** (hereinafter "Company") and **The CHICAGO RABBINICAL COUNCIL, INC.** (hereinafter "cRc"):

WITNESSETH:

WHEREAS it is the intent and desire of the Company to engage in the business of Catering, and

WHEREAS it is the desire and intent of the Company that said Catering business which includes the preparation and serving of food at various locations be exclusively Kosher, as defined hereinafter, and all references hereinafter pertain solely to the kosher kitchen and the service of kosher functions under the auspices of the cRc, and do not include or involve the general operations of the Company other than those pertaining to the above mentioned kosher catering business, and

WHEREAS the Company solemnly represents that it is engaged solely and exclusively in the preparation and Catering of Kosher foods, and

WHEREAS Company intends to prepare, manufacture and produce, and make available to the public certain products which are presently so produced by Company specifically as indicated in paragraph 4 and,

WHEREAS Company desires to obtain the Kashruth endorsement of the cRc for the products so produced by it, and whereas Company acknowledges that it fully understands that in order to obtain cRc endorsement it must strictly comply with all terms and conditions hereinafter enumerated and strictly abide by all rules of the cRc, as set out in this written Contract and as amended from time to time by the cRc;

WHEREAS Company, by and through its offices, solemnly promises that it will be responsible and obligates itself to abide by all terms, conditions and rules set by cRc and acknowledges and agrees that the failure to comply with the terms hereof or the breach of any rule, deemed significant by cRc, is sufficient cause to withdraw such cRc endorsement;

WHEREAS Company acknowledges that it realizes that by allowing it to use the cRc symbol on its products produced by it, the cRc represents to the community that it supervises the production of said product and that the products so produced comply with the requirements of Halacha (Jewish Religious Dietary Law);

WHEREAS Company acknowledges that the only way cRc can make such representation to the public is by having all products so produced by Company, produced under the strict supervision of a supervisor known as a "Mashgiach," who is designated by cRc as its representative;

WHEREAS it is for this reason and purpose that Company seeks cRc endorsement, specifically, that its products be accepted by the Jewish Community, and


WHEREAS cRc, in order to promote and encourage Kashruth is willing to grant its endorsement to products produced in conformity with all requirements of Halacha.NOW,

THEREFORE, for good and valuable consideration and in consideration of mutual promises one to the other made and in consideration of all promises, representations and warranties made by Company and its officers to the cRc, contained in this Agreement, it is hereby agreed as follows:


1. The foregoing recitals are considered part of this Contract as though fully restated herein verbatim.

2. During the term of this Contract, cRc shall provide such supervision as it deems desirable or necessary, in its sole discretion, to determine whether the Company's products, described below, meet the cRc's standards for kosher certification.

3. So long as the Company fulfills all of its obligations hereunder, and otherwise satisfies the standards of the cRc, which shall be determined by the cRc solely in its discretion, the cRc shall: (a) provide written notice (the "Notice") in such manner as it deems practicable (whether by letter, email, publication on the internet or otherwise) that the products, as enumerated in the Notice (the "Endorsed Products"), are under the cRc supervision and endorsement and kosher to the extent and subject to the conditions indicated therein (e.g. whether the product is kosher for Passover); and (b) the cRc shall include the Company's endorsed products in its annual publication of products and services. The foregoing Notice may be amended, revoked, conditioned or qualified at any time in such manner as the cRc deems necessary, without explanation or justification.

4. The Company is authorized to imprint the cRc certification mark  on its packaging of the Endorsed Products, provided that the Company complies with all of its obligations under this Contract, and only to the extent and for so long as permitted by the Notice.

5. Except as otherwise approved by the cRc in writing, Company agrees that no labels or packaging material bearing the cRc certification mark shall be transferred by it to any other person or entity. In the event the Company ceases production of, or transfers to any other person or entity the production of, any product(s) for which there are labels or packaging material bearing the cRc mark, such labels or packaging material shall not be used for any purpose and shall be destroyed under cRc supervision or the cRc mark shall be obliterated or covered over in such a way as approved the cRc in writing. Any use or mention of the cRc in any media, including advertising, posters, mailings, the internet or any other form, must first be approved by the cRc. All labels produced after the signing of this contract must first be approved by the cRc before they are printed. This applies to all labels, including house brand names as well as approved private labels. Any misprinted label must be disposed of or corrected as instructed by the cRc. All labels bearing the cRc logo must also bear the company number, as issued by the cRc, displayed immediately under the cRc logo. The use of stickers bearing the cRc is strictly prohibited unless prior approval is given by the cRc. In the event that approval is given, the appropriate cRc ID number must be printed on each sticker in accordance with cRc standards. **The Company number for all items produced at the location mentioned in paragraph 8a is 1595.**

6. In the event that any product has any dairy ingredients or any dairy ingredient derivatives or compounds, or is found in the judgment of cRc to be classified dairy due to processing factors, Company shall imprint the letter "D" next to the cRc logo thus: D. 

7. The cRc covenants and agrees that it will not communicate or divulge to, or use for the benefit of, any other person, partnership, association, or corporation, any of the trade secrets, formulae, or secret processes, used or employed by the Company in or about its business, that may be communicated to the cRc by virtue of this Contract, except to the extent required by law including pursuant to court order or subpoena.

8. Without limitation, endorsement by the cRc and the Company's use of the cRc's certification mark is conditioned upon the Company's strict compliance with the following:

(a) The products shall be produced on the premises agreed to at 3149 W. Devon, Chicago, IL, or any other location approved in advance and in writing by the cRc.

(b) These premises as well as the machinery, all equipment and all utensils used in the production of products so endorsed meet with the approval of the cRc.

(c) The Kashruth Administrator of the cRc must approve in writing any and all of the following prior to their use, introduction, implementation or employment: (i) all ingredients used in the production of the products, (ii) all procedures and chemicals used to clean the equipment, the machinery and utensils; and (iii) any changes in ingredients, or suppliers of ingredients, utensils, equipment or method of production.

(d) Preparation of all foods must be done in the presence of the Kashruth supervisor who shall be approved in writing, in advance, by the cRc.

(e) The cRc, at its sole discretion, shall determine the number of cRc supervisors ("mashgichim") and the length of time required to properly supervise a function by said mashgichim in advance of, during, and after said function.

(f) The cRc supervisor, mashgiach or mashgichim shall be responsible directly the cRc. All problems and / or questions pertaining to preparation, serving and cleaning after a catered function must be directed by the Caterer to the cRc or said Mashgiach or Mashgichim.

(g) When the Company is catering away from its central quarters, and desires to use utensils and / or stoves other than its own, all such utensils must be koshered prior to its use in the presence of the supervisor, unless the cRc Kashruth Administrator deems this unnecessary. It is the responsibility of the Company to act as liaison between the cRc and the off-premise location, and direct that location and its staff to follow all cRc guidelines. Failure of the off-premise location to follow the cRc guidelines and direction of the cRc representative may result in the catered event being canceled.

(h) Koshering of equipment not previously owned by the Company shall be done in accordance with standard cRc rules and guidelines. The Company is responsible to have all equipment to be koshered properly cleaned and ready to be sealed at least 24 hours prior to koshering by cRc representative, as directed by cRc. If Company fails to comply, requiring the cRc representative to return for additional inspection, cRc will impose a fine of \$100.00. If the equipment is not cleaned properly on the second inspection, an additional \$200.00 will be

imposed. In the event that Kosherization is required, raising the temperature of equipment to higher than normal level, it is done at the Company's risk. The Company hereby releases the cRc and its representatives from any liability for damages arising out of the Kosherization and/or resulting in consequential damages or loss from the Kosherization.

(i) At the close of any function there must be adequate representation and promise given to said supervisor that all utensils will be returned to the Company's central headquarters for washing and storage. Dishes and other utensils may be washed on premises of function only with advance approval of said supervisor.

(j) No food items are to leave the Commissary of the Company without Kashruth identification; similarly when products are transferred from larger into smaller containers, the small containers or packages must have Kashruth identification approved of in advance by the cRc.

(k) All meat and fish products shall be double sealed at the point of preparation before delivery to any off-premises location. The Kashruth supervisor who was present at the time of preparation shall sign each package.

(l) Foods prepared in advance and placed in refrigerator or freezer, shall be sealed and signed by the said Kashruth supervisor.

(m) When washing equipment in sinks away from its central quarters, the sinks must contain kosher inserts or be properly koshered and must be clearly marked and used only for kosher purposes.

(n) The Company shall not contract to cater any function at any location, which has not previously been certified as Kosher by the cRc without obtaining prior written approval as being Kosher from the cRc.

(o) All utensils, including dishes, silverware, pots, and pans, must be kept separately under lock, to be opened only in the presence of a Kashruth Supervisor.

(p) The Company agrees that no employee or any other person shall be permitted to eat or bring any unsupervised or non-Kosher food near any ingredients or equipment used in the preparation of the said foods.

(q) All employees of the Company are to be informed that the cRc alone determines what is kosher and acceptable at all times.

(r) The Company shall abide by all Jewish Sabbath laws and all regulations of the cRc pertaining to the cooking and preparation of foods on the Sabbath.

(s) No functions shall be booked to be catered on the Sabbath and holidays in any location, other than a synagogue, without prior clearance from, and approval by, the cRc. Furthermore, no function shall be scheduled at any place, other than a synagogue (on the eve of the Sabbath or holiday) unless it can reasonably conclude and be cleaned up at least two (2) hours before sunset.

9. Company further agrees, that as a condition of obtaining and using the cRc endorsement, it promises, agrees and warrants that:

- (a) Company will at all times when company is open for business or in production allow authorized representatives of the cRc to enter the premises for purposes of inspection.
- (b) Company will comply all of the terms, conditions, and rules contained in this Agreement and in accordance with the rules as promulgated from time to time by the cRc.
- (c) From time to time, Company will, at the request of cRc, certify in writing that it is in compliance with this Agreement.
- (d) Company will not allow any employee nor any other person to eat or bring any food near the ingredients, equipment or utensils used in the production of the endorsed products.
- (e) Company agrees to adhere to good manufacturing practices of production and sanitation in accordance with industry standards, and to be in compliance with local, municipal or state health codes.
- (f) In the event that the Company is owned by Jews, the owners hereby give permission to the cRc to sell their “chometz” for Passover. . The Company also gives permission to the cRc to take proper measures as required by “halacha”, Jewish Law, to fulfill the Torah requirements of the ritual immersion of the utensils used by the Company.
- (g) No function may be catered on any Jewish Fast Day.
- (h) In the instance that catering is to be done on the Sabbath or on any Jewish holiday, all foods and utensils must be delivered to the premises where the function will take place no later than ninety (90) minutes before sunset of the day preceding the Sabbath or holiday as defined by the cRc.
- (i) All preparations done on Fridays and on days prior to religious holidays shall cease at least ninety (90) minutes prior to “candle lighting time.” (Candle lighting time is twenty (20) minutes before sunset.
- (j) No foodstuffs, dishes, or utensils may be removed from the catered premises until at least forty-five (45) minutes after sunset on Sabbath or holidays.
- (k) The Company shall observe all of the Sabbath regulations and no cooking and no work whatsoever shall be done in the kitchen or elsewhere on the Sabbath except such preparation as may be permitted in said attached Rider.
- (l) The attached Rider or Riders as from time to time may be modified by the cRc, concerning the cRc policies and Sabbath procedures are made a part of this contract as though fully recited herein.
- (m) The Company agrees to abide by all decisions of the Rabbinic representatives of the cRc with respect to Jewish laws and traditions pertaining to Kashruth and the Sabbath.
- (n) The representatives of the cRc shall, at all times, be allowed entrance to the premises (headquarters, kitchen, storage, etc.) of the Company for purposes of inspection as well as to any premises where the food is being served and / or catered.

(o) The Company shall, at the request of the cRc, and on forms submitted by cRc, sign and submit a statement certifying that all the foods are prepared in accordance and in compliance with the conditions, rules, and regulations contained in this Agreement and any Riders hereto.

(p) The Company agrees that:

(1) It shall not cater, cook or serve any non-Kosher food under its own name, or any other name, at its main location or any other location.

(2) No owner of the Company, partner, and the like, shall be in partnership or association with, nor have any interest in any firm or individual, catering, serving or cooking foods not under cRc supervision except for Passover.

(q) Company shall by the 10th day of preceding month, provide a list of bookings, including “drop-offs,” for the following month. Said list shall be in writing on forms provided by the cRc. Any additions or cancellations after submission of said list shall be reported to the cRc immediately.

(r) Company shall display at parties catered by it, the cRc insignia on cards (or in any other dignified manner) and Company shall submit to the cRc “printer’s proofs” of such cards for prior approval by the cRc. Said cards must state the “Coffee Whiteners and margarines are pareve.”

(s) Publicity releases and advertisements by the Company mentioning cRc shall be subject to prior approval by the cRc.

(t) Company shall provide to the cRc a true and correct plate count on the cRc Kashruth Supervisor’s Report form provided by the cRc and, at the request of cRc, the Company shall verify this “count.”

(u) All fees and charges shall be due and payable to the cRc upon receipt of invoice by the Company and Company shall immediately make such payments.

(v) Company agrees to pay to the cRc the per plate fee and/or minimum fees as may be established from time to time.

(w) Fees for initial term of this contract shall be \$2.25 per plate but in no event shall cRc receive less than \$350 per function. Sabbath fee charges are \$150 for the mashgiach when staying away from home; \$75 each for a Friday night or party during the Sabbath. The above fees are due in full within 30 days from date of catered event. In the event of a Company check being returned unpaid from the bank, the Company will be assessed a \$100.00 service fee, to be paid to the cRc with a cashiers check within 5 days, together with the total amount due the cRc.

(x) In the event that, by prior agreement the cRc shall waive fees (as set forth in paragraph “38.” hereof) in favor of “cost of supervision only” an amount equal to 20% of this cost shall be added to cover administrative expenses.

(y) cRc shall give Company ninety (90) days advance notice of any increase in fees.

(z) In the event that the Company is owned by Jews, the owners hereby give permission for the cRc to sell their Chometz for Passover.

(aa) All refrigerators, freezers and other storage areas containing meat, poultry, fish, or other cooked products must be sealed at night or at anytime that the mashgiach is not present. The seal is to only be broken by the mashgiach. All kitchens and food prep areas must be sealed at night or at anytime that the mashgiach is not present. The seal is to only be broken by the mashgiach.

(bb) All fires must be lit by the mashgiach at the beginning of the day. No fires may be lit by anyone else throughout the entire day.

(cc) The Company affirms and agrees that if it sends any food out of the premises, it shall be sealed with tape bearing the cRc symbol.

(dd) The company must comply with all cRc standards of vegetable and fruit inspection.

(ee) No equipment may be rented or borrowed without receiving authorization from the cRc office.

(ff) No utensils or equipment may be removed from the kitchen or dining room area without the authorization of the mashgiach.

(gg) The mashgiach's responsibilities will be limited to all kosher-related duties.

(hh) The company agrees that in case of the need to dismiss the crc designated mashgiach, prior approval from the cRc office will be necessary.

(ii) The staff's attire will conform with the basic guidelines of Jewish modesty.

(jj) All wines must be mevushal.

10. Kashuring of equipment shall be follow the following procedures:

(a) Kashering of equipment and utensils shall be done only in the presence of a cRc Mashgiach.

(b) The cRc alone shall have the right to determine what equipment or utensils may be kashered.

(c) Prior to koshering, the item to be koshered shall be thoroughly cleaned to the satisfaction of the Mashgiach and left unused for 24 hours. Verification of the 24-hour nonuse must be presented to the cRc Mashgiach. Should the cRc Mashgiach not receive such assurance of nonuse he may disallow koshering of the equipment or utensil in question.

(d) Particular care shall be exercised in cleaning of ovens, warming boxes, and their racks and/or shelves and shall be approved by said Mashgiach

(e) All ovens (with the exception of those approved in writing by the cRc) must be koshered after 24 hours nonuse. Ovens excluded from this rule shall be only those approved by the cRc in writing, and shall be kept sealed or in sealed kitchens at all times the Mashgiach is not present. If said seal is opened for any reason when Mashgiach is not in attendance, the cRc must be notified and procedures for new koshering may be instituted.

Kashering of ovens shall be done by cleansing and removing all foreign substance from all surfaces – floor, walls, ceiling, gaskets, and door of oven, and all racks therein. Interior of oven must then be heated to a minimum of 500 degrees Fahrenheit and left burning for at least one hour after oven temperature has reached 500 degree Fahrenheit.

(f) Warmer carts shall be koshered according to cRc standards.

(g) Sheet pans, previously used in non-Kosher settings, whether for use in ovens or in warmers, may not be koshered. Non-kosher sheet pans shall, under no circumstances, be used in any warming carts.

(h) Non-kosher waiter trays” (used to bring plates to guest tables) shall be covered on the top surface so that plates do not come into contact with trays.

(i) Procedures for any actual koshering process shall be decided by the Mashgiach based on guidelines given by Kashruth Administrator of cRc.

(j) In the event that Kosherization is required, raising the temperature of equipment to higher than normal level, it is done at the Company’s risk. The Company hereby releases the cRc and its representatives from any liability for damages arising out of the Kosherization and/or resulting in consequential damages or loss from the Kosherization.

11. Sabbath preparation shall be done in the following manner:

a. Only precooked and ready-to-serve foods shall be served on the Sabbath or holiday. Hot foods may be served only under the following procedures.

b. Fires in ovens and on range tops shall be lit before the Sabbath or holiday and remain on throughout the Sabbath or holiday. Range top fire shall be fully covered.

c. No adjustment whatsoever of fires or temperatures may be made throughout the Sabbath or holiday.

d. Solid foods, which are fully precooked, are to be brought to room temperature before heating.

e. ON TOP OF RANGE – Only dry foods may be reheated. Any food with gravy, sauces, etc. may not be re-warmed under any circumstances. In order to re-warm foods the range top must be covered with a cRc approved “blech” in place from before the beginning of the Sabbath or holiday. In addition, a sheet pan with sides shall be placed face down with a separation space between it and the blech. Pans of dry food may after the foregoing preparations are made, then be taken from the refrigerator, allowed to warm to room temperature, and then placed on the said sheet pan for warming. Foods, which are left on the “Blech” from before Shabbos do not require the additional sheet pan under them.

f. OVENS – No food of any type whatsoever may be placed inside of the oven for

reheating on the Sabbath or holidays.

g. Electric warmers may be used to reheat solid foods only, providing said warmers are turned on before the Sabbath or holiday and left on throughout the Sabbath or holiday. Use of “sterno” is not permitted. The temperature of said food warmer(s) should not exceed 115 degrees Fahrenheit.

h. Heating of liquids, including soups and gravies is prohibited.

i. Hot liquids may be served only if fully cooked and placed upon a covered fire or in an oven before the Sabbath or holiday begins and allowed to remain there until serving time. Once removed from fire or oven, liquids may not be returned to any heated area whatsoever or be reheated in any manner.

j. Cold or room temperature gravies may be poured on hot food before serving. If gravy (whether hot or cold) is placed on food, such food may not be placed in oven, warmers, or on any primary-heated area, as defined by the Kashruth supervisor.

k. Coffee and hot water for tea or instant coffee shall be fully cooked and / or heated before the Sabbath or holiday. This electric container must be plugged in or placed on a covered fire before the Sabbath or holiday. Tea bags may be used only if: (a) water is drawn from urn into pitcher or other container; (b) water is then poured from this secondary utensil into a third utensil and (c) tea bags are added to the third utensil. Instant coffee, tea or tea “essence” may be added directly to a secondary container filled from an urn. Under no circumstances shall an automatically refilling water urn be used on the Sabbath or holiday.

l. No candle or sterno shall be used for chafing dishes on the Sabbath or holiday.

m. Individual packets of coffee, sugar, or artificial sweetener may not be used on the Sabbath or holiday unless opened before the Sabbath or holiday.

n. No Jewish personnel may violate the Sabbath, i.e., to be present at a function or to bring food to the party site.

o. No caterer may book a Saturday night party unless food and beverage service is scheduled to begin at least two (2) hours after sunset. “Food service” includes cold hor d’oeuvres and vegetable platters, as well as a bar.

p. No preparation of food, lighting of oven, or cooking shall begin on Saturday night or after the completion of a holiday before the arrival of the Mashgiach.

q. No fire may be lit nor any food heated or cooked beginning earlier than forty-five (45) minutes after sunset on Saturday night or after forty-five (45) minutes after sunset at the end of a holiday.

r. At a function held on the Sabbath or holiday, where the location makes it unreasonable for the Mashgiach to walk from his home, accommodations must be supplied and arranged for by the caterer for the Mashgiach to stay over the Sabbath or holiday. Where such accommodations cannot be supplied, caterer shall not schedule any party unless Company leaves sufficient time for the Mashgiach to leave his home after the Sabbath or holiday and come to the place of the party prior to the above-listed work.

s. When preparation must begin before a Mashgiach has time to leave his home after the Sabbath or holiday is over, and where it is impossible for the Mashgiach to walk to location of preparation, accommodations must be supplied and arranged for by the caterer and

approved by cRc for the Mashgiach to stay over the Sabbath or holiday. The total days and number of rooms needed for sleeping accommodations shall be determined by the cRc.

t. The COMPANY shall pay an honorarium of \$150.00 to all Mashgichim necessary to supervise any catered event, when all said Mashgichim is / are away from home for the Sabbath or holiday enabling COMPANY to cater a party on the Sabbath or holiday or immediately after the Sabbath or holiday. In the event that the mashgiach is not required to be away from home, the COMPANY shall pay an honorarium of \$75 to each Mashgiach for each catered function taking place on Friday night or during the Sabbath or other holiday.

u. No food preparation of any type whatsoever shall be done on Shabbos or a holiday for a Saturday or holiday night function. Setting of tables with linens, silverware, etc. will be permitted during the Sabbath or holiday. No food preparation whatsoever may start less than 45 minutes after sunset. No food or beverage food service for Saturday night or after a holiday shall begin less than two hours after sunset.

v. If food service begins between “Mincha” and “Maariv” (before sunset) such a meal would be considered a Sabbath or holiday function and preparations as aforesaid may take place during the day. Food service may then continue immediately after Shabbos, but no warming may begin until 45 minutes after sunset. Food and beverage service may begin function one (1) hour after sunset rather than 2-hours if the guests are already present for a religious function.

w. Supervision will start at beginning of preparation until clean up is finished.

12. The annual certification fee for cRc’s services hereunder is waived, subject to increase as provided herein, and the Company shall pay or reimburse cRc for any additional costs and expenses incurred by cRc for services other than its usual and ordinary supervision, including without limitation special production runs and other costs and fees, if any, otherwise provided for in this Agreement or any exhibits or riders attached hereto. The annual fee for the initial term shall be payable upon execution and delivery of this Contract, and may be prorated for a partial year. Thereafter, the annual fee shall be paid no later than January 1st of each year. At any time prior to the annual renewal date of this Contract, the annual fee may be increased by cRc upon notice to the Company, and such increase shall be binding on the Company unless the Company terminates this Contract within 30 days of such notice to the Company. All other payments or reimbursements due hereunder shall be due and payable within 30 days after date of invoice. In the event of a Company check being returned unpaid from the bank, the Company will be assed a \$100.00 service fee, to be paid to the cRc with a cashiers check within 5 days, together with the total amount due the cRc.

13. The initial term of this Contract shall extend only through December 31 of the current calendar year, and shall thereafter automatically renew on January 1st of each year for successive one-year terms, unless either party gives written notice of termination 30 days’ prior to the renewal date.

14. Either party may terminate this Contract without cause or for convenience upon 30 days’ written notice to the other party. In the event the cRc terminates without cause or for convenience, it shall refund a pro rata portion of the annual fee, attributable to the balance of the calendar year remaining after termination, if any. In the event the Company terminates this

Contract, for any reason or no reason, no part of the annual fee shall be refunded, and the annual fee shall be deemed fully earned at the time of payment.

15. The cRc may terminate this Contract immediately without prior notice if the Company fails to perform or observe any of the terms hereunder, or if any of its representations and warranties are false or misleading, or if the cRc believes, in its sole discretion, that its Kashrut standards are not being met or the Company has not complied with its rules and regulations. In such event, the annual fee shall be deemed fully earned at the time of payment, and no part thereof shall be refunded.

16. The Company's obligations under paragraphs 5 and 8, 14, 15, 16 and 19 hereunder shall survive termination. Without limitation of the foregoing, in the event this Contract is terminated, either at its expiration date or because of breach prior thereto or otherwise, Company will not use the cRc's endorsement in any of its advertisements, announcements or signs and will destroy all labels, wrappers, containers and signs which bear the cRc symbol. Furthermore, upon termination of the Contract, the cRc may announce to the public at large, by means and methods it chooses, that the cRc endorsement has been withdrawn. Company will pay the reasonable cost of such announcements and advertisements not to exceed \$1,000.

(A) In the event that cRc withdraws its certification and endorsement of Company whether Company elects not to seek further endorsement, or because the cRc decides not to renew its endorsement and certification, or because cRc withdraws its certification at any time during the term of the Contract because of Kashrut violations by Company, the Company shall allow the posting of signs on its premises announcing that the company is no longer under cRc supervision. These signs shall be placed in such a location and manner as to be easily visible to all customers, and shall remain posted, at the request of the cRc, for 30 days after certification is withdrawn. The signs shall consist of 24 inches by 24 inches cardboard or paper and contain the words to the effect "this establishment is no longer under the certification, supervision and endorsement of the Chicago Rabbinical council cRc".

17. Company shall defend, indemnify and hold the cRc harmless from any and all losses, damages, costs and expenses sustained or suffered by the cRc arising from or relating to the Company's failure to perform or observe any of the terms hereunder, or if any of the Company's representations and warranties are false or misleading in any respect.

18. In the event of any litigation, or the need to consult an attorney, arising from or directly related to this Contract, the cRc shall be entitled to recover its reasonable attorney's fees and costs from the Company. Illinois law shall govern this Contract, without regard to its conflicts of laws provisions.

19. All notices or demands hereunder shall be in writing and shall be sent to the following addresses:

If to cRc:

CHICAGO RABBINICAL COUNCIL, INC.
2701 West Howard Street
Chicago, Illinois 60645
Attn: Kashruth Administrator

If to the Company:

A personally delivered notice or a delivery by overnight courier shall be deemed given on delivery. A mailed notice shall be deemed given on the third business day after deposit in the United States mail, certified or registered, postage prepaid, return receipt requested, and addressed as indicated above. The addresses in this Section may be changed only by written notice given by one party to the other in the manner provided above.

20. cRc makes no representation or warranties, express or implied, in connection with its services hereunder. In the event of default hereunder or termination of the Contract, cRc's sole liability, if any, shall be the refund of the annual fee to the extent provided in paragraph 12 above. Under no circumstances shall the cRc be liable for consequential damages or lost profits.

21. Company shall not in any way, during or after the term of this Contract, dispute or impugn the cRc's title or the validity of the cRc certification mark or any registrations therefore, or the right of the cRc to any such applications or registrations, or the right of cRc to use the cRc marks, or do or suffer to be done any act or thing which may in any way impair the right of the cRc in and to the cRc mark or any applications or registrations therefore. Company shall obtain no right, title or interest in or to the cRc Mark, or in any trademark or service mark registration or application therefore, or in any other trademark or service mark of the cRc, except the limited right to use the cRc Mark as provided in this Contract. For purposes of applicable trademark law, all uses of the cRc mark by Company, as may be permitted hereunder, shall inure to the benefit of cRc and its successors and assigns. Nothing in this Contract restricts the cRc's right to grant licenses or to sell or assign the cRc mark or any of its other certification marks, trademarks or service marks, or any registration or application for registration thereof.

22. All published materials and materials distributed to the general public (including without limitation brochures, advertisements, internet sites or otherwise) containing or referring the cRc logo or endorsement, or making any statement regarding the kashrus of a product, shall be submitted to the cRc for its approval prior to being distributed.

23. This Contract, including the Rider attached hereto, if any, represents the complete, integrated agreement of the parties and supersedes any previous agreements, understandings, or representations. Company agrees that except as expressly set forth herein, it has not relied on any representations of the cRc.

Dated this 15th day of January, in the year 2008, at Chicago, Illinois
 cRc reserves the right to rescind this contract offer if not accepted by Company within 60 days of above date.

GREAT CHICAGO CATERING	CHICAGO RABBINICAL COUNCIL, INC.
By: _____ Its: _____ Authorized Company Representative Date Signed: _____	By: _____ Its: _____ Kashruth Administrator Date Signed: _____

RIDER Yes No