Minnesota Sports Facilities Authority in Conjunction with the Minnesota Vikings LLC New Multipurpose Stadium

Premium Food Service Provider – Request For Proposals

Minneapolis, MN 55415

ADDENDUM NO. THREE

May 10, 2013

This Addendum forms a part of the contract Documents and modifies the request for proposal dated March 22, 2013. **Acknowledge receipt of this Addendum in your proposal cover letter**. Failure to do so may subject Proposer to disqualification. The Proposer is responsible for determination of proposal requirements affected by Addendum items.

This Addendum consists the following:

Responses to Questions:

1. The Executive Summary of the Minnesota Multi-Purpose Stadium Facilities Program mention is made in the first paragraph about a restaurant. Is the restaurant part of this RFP? If so, where will it be located? Will it be game/event day only or is the plan for it to be street restaurant open every day?

Response: Certain space is envisioned in the stadium as either a club or restaurant. That decision has not been made at this time. If the space is developed as a restaurant, the Team is responsible for the fit out and operation. The space that could be developed is on the upper suite level on the West side.

2. Will cat5e or cat6e be provided to all the food service outlets including portable locations and action stations for both point of sale and digital menu boards.

Response: Presume data cabling will be provided to all permanent points of sale. There has been no determination at this time of digital menu boards.

3. Will telephones be provided in all the food service locations for voice communications?

Response: Yes. Telephones will be provided in all permanent concession stands and clubs for internal communication.

4. Is there a freight elevator programmed into the building if so where is it located and is there more than one?

Response: There are currently in the design -2, 10,000 lb. freight elevators and 3, 5000 lb. service elevators. The two freights are located on the NE corner and South side of the building.

5. Can we get elevation drawings showing all the stadium levels with all the perspectives?

Response: TBD

6. Can we get a foot print drawing of the outdoor plaza showing the areas that will be available for food service.

Response: TBD

7. What is the plan for the suites as it relates to heating the food offerings, Induction warmers, Electric Chaffing dishes or Sterno? Is there a plan available showing a typical suite lay out and what power will be supplied for equipment. Will the suites have Ice Makers, Refrigerators, dishwasher and an insulated bin for beverages?

Response: The current program does not provide for induction warmers but that does not mean they will not be installed. Electric or Sterno remain as options. Suite plans are still under design pending market studies.

8. Will the operator be limited to the potable cart/kiosk locations shown on the plans?

Response: TBD with successful proposer.

Will cooking exhaust be provided for the action station locations and is there a ratio of cooking to non cooking stands and if the cooking locations have been identified can you provide us with the locations.

Response: TBD but in general exhaust will be provided for action stations. You should presume there will be grill or action stations in each ticket area.

10. When the point of sale counts were determined how many linear feet was allocated per point of sale.

Response: Currently 5 feet per point of Sale.

11. We see some inefficiency and costly aspects of the design one example is remote beer pump rooms it's very costly to run conduit, beer lines and it creates operational issues. Will the food service provider have the authority to provide direction on issues like this and will the food service consultant take direction from the operator on menu programming and operator preferred equipment?

Response: The Team and Authority will discuss with the successful proposer. The food service consultant is expected to be responsive to the Project Team's requests.

12. Where is it anticipated that food service employees will enter the building for game day check

Response: The primary staff entrance will be off of 11th Avenue.

13. Will the cart wash area on the loading dock be available to the food service operator?

Response: Yes

14. Are the action stations and portable cart kiosks shown in the plans being provided to the operator or are to be part of the smallwares package.

Response: Kiosks and portables will be considered in a separate category for further discussion and for this proposal not to be included in smallwares.

15. Who is providing the network infrastructure (both base building and wireless) and does this include all wiring and cabling required for power and network connectivity?

Response: The base network infrastructure will be provided by the project. Specific wiring and cabling will be TBD.

16. What additional details may be provided regarding network design strategy and hardware?

Response: TBD

17. Are dedicated, clean power circuits assigned to POS locations?

Response: Yes.

18. Are portables hardwired or wireless for network connectivity?

Response: TBD. For proposal purposes plan on wireless. We will endeavor to have wired where ever possible.

19. Who is providing hardware maintenance and support, including patching of servers?

Response: The Concessionaire will be responsible for those services as part of the point of sale and Concessionaire office system.

20. Who is providing PCI compliancy (client or DNC)?

Response: TBD.

21. What type of loyalty program requirements have been identified?

Response: TBD

22. What type of reporting capabilities are required for loyalty program, marketing, etc.?

Response: TBD.

23. What type of service(s) are envisioned to be provided through use of customer-activated touch screen (kiosks) terminals (identified on p16. of Terms &Conditions)?

Response: TBD

24. Please provide list of systems we are required to interface to.

Response: TBD.

25. Are there any off site sales requirements? What POS system is in place?

Response: Currently there are no off site sales requirements.

26. What is the desired targeted level for LEED Certification?

Response: No specific LEED level has been determined as of yet. It is expected that some level of LEED will be achieved.

27. In Section III Item D of the RFP it shows seven areas of criteria for the award? Are the criteria weighted or all equal?

Response: TBD.

28. What date can we anticipate current and more detailed drawings?

Response: TBD, drawings will be made available as they change and are developed.

29. Do you plan to charge the media for dining, or do you plan to subsidize a meal program?

Response: Presume the media dining will be on a no cost basis.

30. Please describe what you envision for the vending program. Can we assume this is stadium style individual item hawking in GA?

Response: Yes. TBD in advance with the Team

> 31. Is the right for the Linear Urban Plaza included in this RFP as it will compete with the food service on the plaza?

Response: TBD.

32. What is the current time for opening the gate for the premium and general admission fans to assist in our financial proposals?

Response: Presume gates will open two hours before the scheduled game time.

33. The RFP indicates a desire to promote non-event catering however the drawings do not indicate much meeting space. Is there a vision similar to Lambeau Field to have space (that can also be used on game day) dedicated to this purpose?

Response: The Team has all rights to game day and other certain Team event day revenues within the stadium and on the plaza. Non game day the Authority retains all concession and catering revenues. Club and other spaces are available for those purposes.

34. Will any of the suites have restrooms inside the suite?

Response: Yes, some but not all suites will have restrooms internally. TBD.

35. What is the current alcohol policy for the team/building and are there expected changes for the new stadium?

Response: The current policy is expected to extend to the new building. All alcohol sales will end after the 3rd quarter.

36. Please estimate the number of employees that will occupy the building on non-event days and is there a plan or desire to offer dining options within the stadium for them?

Response: Potentially 100 employees will occupy the building on a Monday-Friday non-event basis; 8a-5p. Currently there is no plan to offer dining options for employees. The Team and Authority will entertain separate proposals on this item.

37. Will the building be open for public tours on a regular basis and if so can we package a food opportunity for these tours?

Response: The building will be open for public tours on a regular basis. Catering for these tours will be an option to be provided to them.

38. When the team is on-site is there an opportunity for feeding?

Response: TBD by Team.

39. What is the team's vision and level of food, beverage and service for each club? We are looking for the programming and what the team is selling for each of the premium experiences. This programming is vital in our financial modeling.

Response: This is still in a development phase. No decisions have been made. Presume the premium experience will be equivalent to other new/recent NFL stadiums.

40. In Addendum No. 2 Exhibit B there is not square footage for the clubs and suites. Will these be issued to assist in design programming?

Response: The Team and Authority are still working through design for all levels and spaces. The selected Concessionaire will participate in finalizing design for these levels.

41. It was mentioned at the RFP meeting that we should show two different financial scenarios; one with soccer and one without. We have not seen that in any addendum and does this apply to the Financial Terms and Conditions Section V as well as three alternative financial proposals? Does this apply to Schedule 3-4 and 3-5 Operating Proformas?

Response: Yes.

42. Will insurance requirements be sent out to assist in financial modeling?

Response: Attached as part of this addendum no. 3.

43. The event level club does not show a kitchen. Is there an opportunity to add a kitchen or display kitchens to this club?

Response: TBD

44. Where the employee entrance and what is the check-in scenario in terms of timekeeping and security?

Response: Current plans are to enter either at one of two entrances located off of 11th Avenue. Generally speaking the preferred option/entrance would be off the ramp located on the Northeast corner of the building.

45. Are there plans to add employee locker and restrooms for employees on the event level?

Response: Yes.

46. What are the plans for MSFA and Concessionaire employee dining day of game? We do not see any allocated space.

Response: TBD

Regarding the two end zone concession stands, how many fans do they serve? Do these fans have access to additional concession opportunities on the main concourse level?

Response: Those concession stands would service patrons on the West side lower bowl. See SW4 for estimated seat counts that area. Those patrons have the opportunity to purchase concessions on other lower concourse level stands.

There are 31 suites on the Event Level. Do these individuals have access to the Field Side Line Club? It appears that at least suites 9, 10, 11 and 12 would.

Response: Yes.

Regarding these suites, are there restrooms in the suites? It would appear to be necessary if these individuals do not have access to the club.

Response: They will have access to separate restrooms proximate to the space.

50. What is the planned dining experience for the Bowl Lower Club? It shows concession stands as well as the Club Lounge Lower? Is this an all-inclusive dining experience?

Response: TBD, this could be all-inclusive for some or all patrons in these areas.

51. The Club Lounge Lower does not show a kitchen. Is there an opportunity to add a kitchen or cooking line to enhance the guest experience?

Response: TBD

In the club there is a set of escalators at lines 23 and B on the event level; it appears that they lead to the Executive Suite Level 23 and C. Do these suite holders have access to the Event Level Club?

Response: Yes

> 53. What is the square footage of the Food Service Money Count Room and is there a preliminary floor plan at this time?

Response: See SW4 plans for square footage. No specific room designs exist at this time.

Would it make sense to change the entrance of the club on each side of the elevator and then convert the areas on line C between 23 and 22 as well as 21 and 20 to back of the house areas with display cooking capabilities?

Response: TBD

55. The club and these suites will require a kitchen. There is a VIP storage area at lines D & E between lines 23 and 22 that seem adequate to serve these VIP fans.

Response: TBD

56. Will there be food service equipment such as counters, induction cooking and refrigeration in the Family Lounge and the Staff Lounge?

Response: TBD

Has a floor plan been completed for the TV Crew and Media Dining area and are there plans for food service components in these areas?

Response: TBD

Are three bays enough to establish a facility-wide recycling component in the trash and recycle room?

Response: TBD

Will the interview room for the Vikings somehow be a component for the Event Level Club so fans can see the interview live either through glass or an opening? If it is an opening for this space, can it be used for non-event catering throughout the year?

Response: Tentative design anticipates that condition and potential use.

For the fans seated in the SE and SW Red Zones, are the concession stands their only food and beverage options? Would it make sense to add a communal dining experience and turn these areas into all-inclusive clubs? Do these stands have cooking capabilities if this is their only option?

Response: Currently the case. The food service for this area is one for future discussion.

> 61. The area that includes multiple restrooms, storage and 2 pantries between lines 24 and 23 intersecting with lines C&D does not appear to optimize this square footage. The Club Lounge Lower will need kitchen space as well as a display-cooking component. This larger space will also accommodate the VIP suites being planned for this level.

Response: TBD

62. What are the plans for Suites 1&2, 8&9, 10&11 and 14&15? Are these being programmed as party/rental suites, title sponsor suites or owner's suites?

Response: It is anticipated these will be rental suites.

63. Is there a detailed floor plan for food service programming for the South Upper Club Level? While the plans show portable it appears there is space to add permanent components to this area. It will help ease congestion below especially during half time.

Response: TBD

For the fans seated in the NE and NW Bowl Red Zone, are the concession stands their only option? If so, is there cooking capabilities in these areas? Do they have access to the North Club? Again, as on the Executive Suite Level, does it make sense to turn these areas into communal dining all-inclusive clubs?

Response: Current plans are for patrons those areas to use concession stands. TBD

The plans show 2 large bars and bar pantries. What is the food service plan for the Bowl Club Lower fan? There is clearly a need for a kitchen or display cooking areas in this club.

Response: TBD

65. The two bar pantries would better serve as bars serving the club members as well as the NE and NW Bowl Red Zone Fans.

Response: TBD

There are four Loge Lounges on this level. What are the plans for these and what food and beverage components needed?

Response: TBD

What stands will have cooking capabilities throughout this level?

Response: TBD

68. Will the 18 food & beverage kiosks on this level have data capabilities to run with the facility point-of-sale system? Important from a data collection and credit card acceptance perspective.

Response: Likely yes. TBD

69. Does the current design anticipate that the Plaza Food Service will become a destination dining/bar facility or since there is no entry or floor plan is it a commissary-kitchen type facility? If this a dining/bar facility are there plans to serve fans on the plaza as well?

Response: The food service systems for the plaza are not determined yet. Past practice provides the service via portable vendor kiosks/trailers in combination with the concession stand on the block across Chicago Ave. from the stadium. TBD with the Team.

70. Since they are not indicated on the plans, what are the plans for condiment stations - either kiosk or wall-based systems?

Response: Most likely kiosk

71. On the Upper Club Level can 2 offices and 1 cubicle be added for food service in the MSFA offices? It is imperative that our General Manager and Director of Catering Sales are in partnership with the MFSA team as well as portraying a professional setting for prospective clients.

Response: TBD.

72. What is the food service program for both the North and South Club Lounges? Will the

Response: TBD

73. The pantries for these areas do not seem adequate to provide a premium dining experience.

programming be a club dining experience or cash premium concessions?

Response: TBD

74. There does not appear to be food, beverage and dining component in the Work Press area. Would it make sense to make this Media dining and convert the area on the Event Level to an employee dining area?

Response: Space is available in the Working Press for this food service. If this is not workable another space will have to be determined to accommodate this function.

> 75. The pantry in this area is adequate to serve the media dining component; however, as stated there needs to be a plan for seating and service equipment.

Response: TBD

76. Can the Food and Beverage pantry line 24 and F be combined into one? It appears that there is a wall between them.

Response: TBD

77. How many members will the Purple Club have?

Response: TBD

78. What is the planned dining experience for the Purple Club? Is there an in-seat service component? If so, then there will be a need for additional pantries this level to service fans in a timely manner.

Response: TBD

79. Can we assume this drawing is just an example as this club configured correctly could be actively used for non-event catering?

Response: Yes, this applies to all clubs.

80. Are there plans for additional food service kiosks on this level? There appears to be none in the drawings.

Response: TBD

What locations in the property will and can be used for non-event catering? 81.

Response: All non -Team spaces can be used and will be coordinated with the Authority.

82. Will we have input on the dual use of the space being event and non-event?

Response: Determination of what space is event and non -event is subject of discussions between Authority and Team.

Will we have input on audio visual for these spaces? 84.

Response: Yes

85. Is proper lighting and sight lines for meetings and conferences being incorporated into these spaces?

Response: Yes

86. Is the team, MFSA or concessionaire responsible for the marketing of the facility?

Response: MSFA for it events and Team for its events.

87. Is the team, MFSA or concessionaire responsible for the sales of the facility?

Response: See answer to 86 above

88. Do you anticipate a schedule of fees to use the facility? Who captures those fees and will they be tied to a food and beverage minimum?

Response: The Authority will develop a schedule of fees after discussing with the Concessionaire.

89. Who will control the booking of the stadium for non-event day catering?

Response: To be coordinated with/or by the Authority.

90. With the exception of the NFL schedule or professional soccer what will be the booking window for the facility?

Response: The Authority will be booking events on a year round basis. The Authority anticipates many of the same/or current events that occur within the Metrodome to reoccur.

91. Is there a floor plan or rendering for the Plaza?

Response: We will provide a site plan once finalized.

92. Will there be a cover or roof feature?

Response: The new stadium will have a roof.

93. Will there be any fixed spaces or features to offer food and beverage?

Response: Yes, concessions stands are shown on the floor plans in terms of placeholders.

94. Do the gray areas indicate structures?

Response: Yes those are either potential or existing structures.

95. What is the vision for entertainment programming for the plaza and surrounding areas?

Response: TBD in conjunction with the Team.

96. When is access open for this area on game days?

Response: We expect the plaza to become activated 4 hours prior to the event.

97. Is this area available for use on non-event days for catering?

Response: TBD subject to agreement with City.

What is the vision for the use of this space (tailgating)? 98.

Response: TBD

Will this space be open to the public? 99.

Response: TBD

100. Can this space be restricted to outside food & beverages and utilized to sell tailgating packages?

Response: TBD with Team.

LINEAR URBAN PLAZA UTILIZATION:

101. What is the vision for the use of this area?

Response: TBD

102. Is there a floor plan or rendering for this Arena?

Response: This space is potential outcome of other private development and not a direct stadium development.

103. Will there be a cover or roof feature?

Response: Unknown

104. Will there be any fixed spaces or features to offer food and beverage?

Response: Unknown

105. Will there be any power, data access, water and drains for this area if portable kiosks will be used?

Response: Unknown

106. If Street Food such as carts and trucks are to be used, do you see this as a subcontractor opportunity for the community managed by the concessionaire?

Response: TBD

107. Will the concessionaire have rights for alcoholic beverages in this area?

Response: TBD

Add: Insurance Coverage

Concessionaire agrees to provide and maintain, at its own cost and at all times during the term of this Agreement, such insurance coverages as are set forth below, and to otherwise comply with the provisions that follow. Such insurance provisions shall also apply to all subconsultants engaged by Concessionaire with respect to its performance under this Agreement. Concessionaire shall be entirely responsible for securing the performance of all of its subconsultants with the insurance required of such subconsultants. Concessionaire shall not commence performance under this Agreement, nor shall Concessionaire allow any subconsultants (of any tier) to commence performance under this Agreement, until all insurance required of Concessionaire and/or each subconsultants is in effect, and satisfactory evidence thereof is provided to Owner, as set forth below.

- I. <u>Workers' Compensation</u>. Concessionaire shall provide Workers' Compensation insurance in compliance with all applicable statutes. Such policy shall include Employer's Liability coverage with a minimum limit of \$1,000,000 for each accident/illness.
- II. <u>General Liability</u>. "Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence", rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Agreement), Independent Concessionaires, and Products-Completed Operations liability. Such policy shall include Owner, its members, employees and agents as Additional Insureds thereunder. Concessionaire agrees to maintain Completed-Operations coverage, on a continuing basis, for a period of at least two (2) years following the final completion of its performance under this Agreement.

Concessionaire agrees to maintain at all times during the term of this Agreement a combined general liability policy limit of at least \$1,000,000 Each Occurrence, \$2,000,000 policy aggregate applying to liability for Bodily Injury and Property Damage, and a combined limit of at least the same amount applying to liability for Personal Injury and Advertising Injury. Such minimum limits may be satisfied by the limits afforded under Concessionaire's Commercial General Liability Policy, or by such Policy in combination with the limits afforded by an Umbrella or Excess Liability Policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability Policy is in all material respects at least as broad as that afforded by the underlying Commercial General Liability Policy, and further, that Owner, its members, employees and agents are included as Additional Insureds thereunder.

III. <u>Automobile Liability</u>. Concessionaire shall provide Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, nonowned and hired automobiles and other motor vehicles utilized by Concessionaire in connection with its performance under this Agreement. Such policy shall provide a total liability limit for combined Bodily Injury and/or Property Damage in the amount of at least \$1,000,000 per accident, which total limit may be satisfied by the limit afforded under such policy, or by such policy in combination with the limit afforded by an Umbrella or Excess Liability Policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability Policy (or policies) shall be, in all material respects, at least as broad with respect to such automobile liability insurance as that afforded by the underlying policy. Such policy, and, if applicable, such Umbrella or Excess Liability Policy

(or policies), shall include Owner, its members, employees and agents as Additional Insureds thereunder. Unless included within the scope of Concessionaire's Commercial General Liability Policy, such Automobile Liability Policy shall also include coverage for motor vehicle liability assumed under contract.

IV. Professional Liability. Professional (or "Errors & Omissions") Liability Insurance in the amount of at least \$5,000,000 Each Occurrence (or "Wrongful Act", or equivalent) and, if applicable, Aggregate, covering Concessionaire's liability for negligent acts, errors or omissions in the performance of professional services under this Agreement. Concessionaires's Professional Liability Insurance may afford coverage on an occurrence basis or on a claims-made basis. It is, however, acknowledged and agreed by Concessionaire that under claims-made coverage changes in insurers or in insurance policy forms could result in the impairment of the liability insurance protection intended for Owner hereunder. Concessionaire therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability Insurance coverage if such impairment of the protection for Owner could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar claims-made policy option if necessary or appropriate to avoiding impairment of such protection. Concessionaire further agrees that it will, throughout the entire period of required coverage and for an additional period of two (2) years following its last act of performance under this Agreement, immediately: (a) advise Owner of any intended or pending change in Professional Liability insurers or in policy forms, and provide Owner with all pertinent information that Owner may reasonably request to determine compliance with this section IV; and (b) advise Owner of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Owner.

This section IV shall: (a) only apply to Concessionaire if Concessionaire will be rendering professional services under this Agreement; and (b) apply to all subconsultants who will be rendering such professional services in connection with this Agreement. Concessionaire shall require all such subconsultants to agree to a provision for the benefit and protection of Owner that is identical (except for the description of the parties) to this subsection.

- V. <u>Umbrella Policy.</u> Concessionaire shall provide excess liability coverage for not less than \$19,000,000 in the form of an umbrella policy (and not in the form of an Excess Policy), endorsed to be excess of the required General Liability, Liquor Liability, and Auto Liability Insurances.
- VI. <u>Crime and Fidelity Coverage for Concessionaire's Employees</u>, At least \$500,000 per occurrence of coverage for employee dishonesty and forgery or alteration, and at least \$50,000 per occurrence for theft, disappearance, and destruction inside and outside the Stadium and Plaza, and for robbery and safe burglary inside and outside the Stadium and Plaza.
- VII. <u>Evidence of Insurance</u>. All such policies shall be endorsed so that Insurer endeavors to provide Owner with evidence that the insurance coverages required of Concessionaire hereunder are in full force and effect. In the event that any such insurance renews or is terminated during the term of this Agreement, Concessionaire shall promptly provide Owner with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of a standard Certificate of Insurance, or in such other form as

Owner may reasonably request, and shall contain sufficient information to allow Owner to determine whether there is compliance with these provisions. All such policies shall be endorsed to require that the Insurer endeavor to provide at least 30 day notice to Owner prior to the effective date of policy cancellation, nonrenewal, or change in coverage terms that would result in noncompliance with the provisions of this Exhibit. Concessionaire shall provide to the Owner not later than the commencement of the Contract and annually thereafter, Certificates of Insurance evidencing the coverages required by this Agreement, which show the Owner as an additional insured.

- VIII. <u>Insurers; Policies</u>. All policies of insurance required hereunder shall be issued by financially responsible insurers, and all such insurers must be acceptable to Owner. Such acceptance by Owner shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, Owner shall have 15 business days from the date of receipt of Concessionaire's evidence of insurance to advise Concessionaire in writing of any insurer that is not acceptable to Owner. If Owner does not respond in writing within such 15 day period, Concessionaire's insurer(s) shall be deemed to be acceptable to Owner.
- IX. Release and Waiver. Concessionaire agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to its property interests. Concessionaire hereby releases Owner, its officers, employees, agents and others acting on Owner's behalf, from all claims, and all liability or responsibility to Concessionaire, and to anyone claiming through or under Concessionaire, by way of subrogation or otherwise, for any loss of or damage to Concessionaire's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Owner or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.
- X. <u>Premiums.</u> The costs of insurance required of the Concessionaire shall be a direct operating cost. Concessionaire shall demonstrate as required by the Owner to the satisfaction of the Owner, those direct operating costs are directly allocable to the insurance required under this Agreement.
- XI. <u>Insurance Terms</u>. Insurance terms not otherwise defined in this Agreement shall be interpreted consistent with insurance industry usage.

End of Addendum No. 3