

TOWNSHIP OF SOUTH FAYETTE

CONCESSION AGREEMENT

The Township of South Fayette (“SFT or “Township”) and _____ (Concessionaire) hereby enter into this agreement for the operation by a Concessionaire of the SFT’s concession stands located at Morgan Park. The Concessionaire agrees to operate the concession stand in good faith and in accordance with the conditions listed below:

THE CONCESSIONAIRE SHALL

- 1) Ensure the concession stand operations shall meet all requirements as set forth by the Allegheny County Health Department Food Safety Program.
- 2) Agree to accept all responsibility and liability regarding the operation. This responsibility includes but is not limited to, proper cleaning and sanitizing of the concession stand and all utensils, as well as, properly preparing, handling and storing all food items so as not to propose a health risk to the general public.
- 3) Agrees to obtain all appropriate permits from the appropriate departments, including the Allegheny County Health Department, prior to usage.
- 4) Will provide all equipment, supplies, items and articles necessary for provision of concession sales.
- 5) Will not hold the Township or any of its employees responsible in the event of injuries to persons who operate the concession stand.
- 6) Will hold the Township for any and all losses or damages to equipment and supplies that occur at the concession stand as a result of theft, vandalism, or by any other means; as well as any person raising a claim against the Township for reasons associated with the concession operation.
- 7) Agrees to maintain the concession stand in a clean, sanitary and safe conditions and leave the concession stand in the state of cleanliness in which it was found. The Concessionaire shall accept responsibility for any repairs necessitated by the negligence or willful acts of the Concessionaire’s agents, volunteers or invitees. Any repairs necessary due to the latter should be planned, coordinated and executed with the assistance of the Township.
- 8) Agrees to operate concession stand for all approved Township programs during the time of the contract. Operation of concession stand during non-Township events is allowed as long as approved by Township. The Concessionaire will operate on any other mutually agreed upon day. Concessionaire will open for business at least 30 minutes prior to the scheduled starting time of the first game/practice of the day/evening and close concession operation no earlier than 15 minutes following the end of the final game/practice on that day/evening. These times may be modified with approval of Township.
- 9) Special Events/Programs that the Township host will not be included in this contract. Special Events and Programs will be on a case by case basis and Township staff will inform the Concessionaire if there is an opportunity during these events/programs.
- 10) The Concessionaire is expected to operate on all baseball/softball tournament dates. However, should a tournament host/group request operation or control of the concession

stand during that tournament, the Concessionaire has first right of refusal. The tournament host/group will only be given permission to rent and operate the concession stand if the Concessionaire opts not to run the concession stand himself/herself.

- 11) Shall provide concession services in a manner that adequately serves the total abled/disabled public wishing to utilize the service. Discriminatory methods of operation will not be tolerated.
- 12) Will notify the Township if the need to cancel scheduled services at least fourteen (14) days prior to the service date(s). Township may elect to refuse future contracts to the Concessionaire canceling service and has the right to obtain service from another vendor for that time period with no recourse from the Concessionaire.
- 13) Shall conform to and abide by all park/usage policies, Township and County ordinances, all state and federal laws and regulations that are applicable to public park concession sales and instructions from the Township staff.
- 14) Concession workers coming in contact with the public shall be courteous, polite and helpful to the park and concession patrons; concession works should not be minors unless directly supervised by an adult concession worker.
- 15) Agrees to honor any vendor contracts or concession-related obligations of the Township of Pinehurst.
- 16) Understands and agrees that the sale of alcohol and/or tobacco products is not allowed. The Concessionaire shall submit a list of all products for sale with prices to the Township staff with his/her proposals and for approval prior to usage. Any change in pricing proposed during the contract must be approved by Township staff. The Township has the right of final approval of the menu and pricing. Township reserves the right to cancel the contract of any Concessionaire charging prices deemed unreasonable.
- 17) Agrees to pay Township _____% per month, per concession stand, on the gross receipts of sales in which the concession stands are open. These terms can be modified during the period of this contract if both parties agree to them. Shall submit a sales report and payment to the Township on a monthly basis. The sales report is due no later than the 15th day of the month following the report month and must be accompanied by the appropriate payment.
- 18) If payment is not received by the 15th day of the month following the report month, then a fee of \$100.00 will be assessed to the Concessionaire for each month that payment is not received and/or late.
- 19) If Township terminates the contract and keys are not returned by the specified date, the Concessionaire will be charged a fee to replace the locks and keys to the concession stand.
- 20) Agrees to purchase and maintain at its own expense during the term of this contract, the following insurance covering its' operation, a copy of which is to be provided with the initial proposal to the Township.
 - a. General Liability – Bodily and property damage liability as shall protect the Concessionaire and any subcontractor performing work under this contract from claims of bodily injury and property damage which arise from the operations of this contract whether such operations are performed by Concessionaire, any subcontractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than one million dollars (\$1,000,000.00) bodily

injury each occurrence/aggregate or one million (\$1,000,000.00) bodily injury and property damage combined single limits each occurrence.

- b. Commercial Concessionaires shall have Commercial General Liability with the same amounts and coverage listed in item (1) above.
- c. Commercial Concessionaires shall also have Workers' Compensation insurance in the amount and form to meet all applicable requirements of the laws of the State of North Carolina

THE TOWNSHIP OF SOUTH FAYETTE

- 21) Will provide all available utilities including power, water and sewer at no charge to the Lessee for the duration of the agreement as set forth above.
- 22) Shall be responsible for maintenance of the structure, plumbing, exterior walls, roofs, exterior and interior doors, interior electrical and any other repairs.
- 23) Will provide Concessionaire with schedules of games, events and tournaments during the time of the contract. Notification of rescheduled games, events and tournaments will be given to the Concessionaire as soon as dates are confirmed.
- 24) Reserves the right to conduct random, unscheduled inspections and/or to request a financial report of concession operations at any time deemed necessary.
- 25) Reserves the right to order the removal of any item sold or kept for sale that is judged to be inappropriate by Township.

OBLIGATION AND INDEMNITY

- 26) Neither party shall be held responsible to the other for losses resulting from fire, flood, ice snow, Act of God or any cause not within the control of the party whose performance is interfered with an which by the exercise of reasonable diligence the party is unable to prevent.
- 27) The Concessionaire agrees to indemnify and hold harmless the Township of South Fayette from any and all liability incurred and will take up and defend any litigation arising from, any injury or damage to any person or firm resulting from any negligent or willful act or omission of the Concessionaire, its agents or employees.
- 28) By signing below, both parties indicate that they have read and agree to abide by the terms listed above to the best of their abilities. This agreement will become null and void with written consent by both parties.

TERMS OF THE CONTRACT

- 29) This contract begins on _____ and ends on _____.
The Township of South Fayette has the right to extend this contract for one additional year.

CANCELLATION OF CONTRACT

30) The Township reserves the right to terminate this contact immediately for any of the following reasons:

- * Inaccurate reporting and/or failure to pay required fees to the Township.
- * Opening the concession stand for events later than specified in this contract or closing the concession stand earlier than stated in this contract.
- * Failure to properly serve at a scheduled or assigned event previously agreed upon by the concessionaire or opening too late and/or closing too early as determined by the Parks and Recreation staff.
- * Detrimental behavior of concessionaire employees or other factors that are deemed to negatively impact the safety and well-being of patrons, property or Township.
- * Failure to comply with any aspect of this agreement.
- * Concessionaire extends concession operation to any other park, facility or area owned by the Township other than the Morgan Park concession stand without the express, written consent of the Township.