

***City of Canton Parks & Recreation Department  
Concession Stand Operations Contract***

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and among Wanna Play Baseball, Inc. (Lessee) and the City of Canton Parks & Recreation Department. The above individual agrees to abide by all rules and regulations set forth for the concession stands at Etowah River Park, Harmon Park, and Boling Park for **calendar year 2016 with a renewable option for calendar year 2017**. The City of Canton Parks & Recreation Department and lessee agree to abide by the following rules and regulations:

- 1) Lessee must provide the City of Canton with proof of liability insurance in the amount of at least \$1,000,000.00 in personal injury and property damage and name the City of Canton as an additional insured.
- 2) It is the responsibility of the lessee to purchase and maintain all equipment in said concession stand.
- 3) **The equipment to be purchased by the Lessee must be approved by the City of Canton prior to purchase. All equipment purchased shall belong to the Lessee and may be removed by Lessee at the termination of this Agreement.**
- 4) Concession stand will be kept clean by lessee, including properly disposing of trash after each use.
- 5) Lessee will be responsible for scheduling staff, stocking concessions and securing the stand with lights out before leaving the area.
- 6) Lessee must follow Health Department guidelines for operating the concession area.
- 7) Lessee will limit access to the facility to designated times and must provide sufficient staff to work the stand during operating hours.
- 8) Lessee agrees to abide by all rules, regulations and ordinances as they relate to use of park property, including the prohibition of alcoholic beverages and tobacco products.
- 9) **Lessee is responsible for all damages and cost of all repairs in the concession area. Lessee shall not make any alterations to the concession stand unless approved by the City of Canton.**
- 10) Lessee must open concession stand for all tournaments, regular season games (including playoffs and make up games) scheduled through the City of Canton Parks & Recreation Department.
- 11) Lessee may not change any concession stand locks without the permission of the City of Canton Parks & Recreation Department and must immediately issue the City of Canton Parks & Recreation Department a key upon doing so.
- 12) The City of Canton will not be held liable for the damage or loss of equipment, food or beverage products.
- 13) Any sub-leasing of facilities must be approved by the City of Canton Parks & Recreation Department in writing. Groups or individuals sub-leasing any concession facility must agree to all the terms set forth in this contract.
- 14) Any violation of the terms set forth in this contract will result in loss of concession privileges and the termination of this contract.
- 15) **The City of Canton reserves the right to cancel this Agreement at any time if determined in its sole discretion to be necessary.**

- 16) In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Firm agrees that, during performance of this Agreement, Lessee, for themselves, their assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Firm agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement
- 17) Lessee agrees to participate in the E-Verify program, and Affidavit is attached.
- 18) Contract must be signed and on file with the City of Canton prior to concession stand being opened.
- 19) Lessee agrees to pay the City of Canton the sum of 5% of the gross monthly sales to the City of Canton by the tenth (10<sup>th</sup>) of each month for games/tournaments/special events for the extent of this contract and to supply the Parks & Recreation Director with a gross monthly sales report.
- 20) The term of this Agreement shall be for calendar year 2016. The Agreement shall automatically renew for an additional term for calendar year 2017 unless either party notifies the other in writing by December 31 that it wishes to terminate the agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**Owner:**

City of Canton

Gene Hobgood

Mayor

Mayor

Title

Signature

Attest:

Susan C. Stanton

City Clerk

Approved as to form:

Robert M. Dyer

City of Canton

Attorney

Approved by Canton City Council

\_\_\_\_\_, 2016

**Lessee:**

Wanna Play Baseball, Inc.

Rich & Brenda Cormier

By (Typed Name)

Title

Signature

Attest:

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