

SERVICE CONTRACT FOR CONCESSION SERVICES

This Agreement made and entered into this _____ day of May, 2023, by and between THE CITY OF CAMDEN, an Arkansas municipality, hereinafter referred to as “CITY” and PLANTING A SEED FOUNDATION, an Arkansas nonprofit corporation, hereinafter referred to as “CONCESSIONAIRE”:

WITNESSETH:

WHEREAS, CITY is the owner and operator of the public swimming pool at Carnes Park; and

WHEREAS, CITY desires to provide for the operation of the concession stand at the Carnes Park public swimming pool; and

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. Concession Services.

For and in consideration of the services, contracts, and agreements herein entered into and agreed upon by the Concessionaire as obligations to the City, the City agrees to permit the operation of concession sales during the term herein stated at the Carnes Park public swimming pool.

2. Term.

This concession service Agreement shall be concurrent with the City’s operation of the pool, generally from May 1, 2023 through September 30, 2023. The City reserves the right to shorten or terminate operation of the pool at its sole discretion.

3. Fee.

Concessionaire shall be allowed to retain the revenue from concession sales.

4. Records.

Concessionaire agrees that its books will be open upon request of the Mayor or City Council.

5. Use.

The Carnes Park pool concession stand shall be used only for the purpose of selling food, beverages, and such refreshments as are usually incidental to a restaurant, café, or soft drink concession, but specifically excluding any alcoholic beverage or tobacco products. Further, Concessionaire shall not use or permit the stand to be used for any unlawful, improper or offensive purpose whatsoever.

6. Maintenance.

The City will perform all major and minor repairs in the Carnes Park concession stand; and will, in its sole discretion, make any such repairs as are necessary for the preservation of the concession stand. Concessionaire shall promptly notify the Director of Public Works, or his assignee, of any needed repairs.

7. Insurance.

Concessionaire shall provide proof of liability insurance with a minimum coverage of \$300,000 for one person involved in death or injury and \$500,000 for two or more persons involved in death or injury

8. Rights and Duties of Concessionaire.

Concessionaire agrees to:

- A.** Conduct said business as not to interfere with other uses or activities on the property.
- B.** Open and staff the concession stand in coordination with activities that the City has scheduled, unless otherwise stipulated by the City's Director of Public Works.
- C.** Open each day, at least fifteen (15) minutes prior to the first scheduled activity, and remain open until the last scheduled activity has concluded.
- D.** Comply with all local, state and federal laws, rules, regulations, orders, guidelines, and/or directions, including, but not limited to, sales tax, payroll tax and the Arkansas Department of Health guidelines regarding food preparation.
- E.** Maintain and protect the concession building and equipment from excess damage.
- F.** Provide security for the concession premises.
- G.** Concessionaire is responsible for replacing concession equipment if equipment is damaged outside of normal use wear and tear. Normal wear and tear is defined as unavoidable deterioration in the dwelling and its fixtures resulting from normal use. City equipment cannot be loaned or removed from the park premises without written permission from the Director of Public Works, or his assignee.

- H.** Maintain the concession stand and restrooms in a clean condition.
- I.** Surrender concession premises at the end of each term in the same condition (except for normal wear and tear) as received.
- J.** Concession premises must be cleaned and returned to City's Public Works within two (2) weeks after the last scheduled activity.

9. Rights and Duties of the City.

The City shall:

- A.** Provide and pay for the water and electrical service.
- B.** In its sole discretion, replace depreciated concession equipment that is no longer usable.
- C.** Have the right to inspect the stand at any reasonable time during the term of the Agreement.
- D.** Have the right to screen concessionaire and any concessionaire staff for felony convictions by the City of Camden Police Department.

10. Default/Termination.

If the Concessionaire violates any of the covenants of this Agreement, the City may terminate this contract, and the City may immediately enter and retake possession of the concession stand. In the event that Concessionaire should default in the performance of any of its obligations as set forth herein, and in the event that it should become necessary for City to enforce any obligations of Concessionaire as set forth herein, by suit or otherwise, City shall be entitled (in addition to all other remedies to which it is entitled)

to recover the costs and expenses of litigation. This Agreement may be canceled by either party without cause by providing the other party with 30 days written notice.

11. Miscellaneous.

- A.** Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the law of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Ouachita County, Arkansas.
- B.** Concessionaire hereunder shall not sell, sublet or assign this Agreement or any portion thereof to any other person or persons.
- C.** This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may be modified or amended when mutually agreed upon in writing and accepted by both parties.
- D.** If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this this Agreement will be unaffected and will continue to be valid and enforceable.

IN WITNESS WHEREOF, the CITY OF CAMDEN, ARKANSAS, and PLANTING A SEED FOUNDATION have executed this Agreement on the day and year first above written.

THE CITY OF CAMDEN, ARKANSAS

BY: _____
Charlotte Young, Mayor

ATTEST:

Donna Stewart, Clerk

PLANTING A SEED FOUNDATION

BY: _____
Charles E. Moore, President

ATTEST:

, Secretary

STATE OF ARKANSAS)
COUNTY OF OUACHITA)

ACKNOWLEDGMENT

On this day personally appeared before me Charlotte Young and Donna Stewart, and acknowledged that they are Mayor and Clerk of the City of Camden, Arkansas, and that being properly authorized to do so, they had executed the same for the purposes therein contained.

WITNESS my hand and official seal this _____ day of May, 2023.

Notary Public

Commission Expires: _____

STATE OF ARKANSAS)
COUNTY OF OUACHITA)

ACKNOWLEDGMENT

On this day personally appeared before me Charles E. Moore and _____, and acknowledged that they are the President and Secretary of the Planting A Seed Foundation (CONCESSIONAIRE), and that being properly authorized to do so, they had executed the same for the purposes therein contained.

WITNESS my hand and official seal this _____ day of May, 2023.

Notary Public

Commission Expires: _____