

**PARKS & RECREATION DEPARTMENT  
AGREEMENT FOR CONCESSION STAND OPERATOR**

This agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_ 2025 between the following:

**THE CITY OF DALTON**, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 300 West Waugh Street Dalton, GA 30720, hereinafter referred to as the "CITY" and

**TOP SHELF FOOD AND BEVERAGE MANAGEMENT, LLC** hereinafter referred to as "PROVIDER." CITY and PROVIDER may hereinafter collectively be referred to as "the Parties."

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

**WITNESSTH:**

**WHEREAS**, the CITY is the owner of the Parks & Recreation Department's facilities, upon which are located concession stands used for the sale of concessions to the users of the park; and

**WHEREAS**, the CITY has determined that the most feasible method of providing concessions for these facilities is by contracting the same to one operator under the terms and conditions hereinafter defined; and

**NOW, THEREFORE**, for and in consideration of the premises and the mutual considerations hereinafter set forth, the CITY and PROVIDER hereby agree to the terms and conditions hereinafter set forth:

**1. Description:** Concession rights at the following City of Dalton Parks & Recreation Department facilities:

- Al Rollins Park - 521 Threadmill RD, Dalton, GA, 30721
- Heritage Point Complex-1275 Cross Plains Trail, Dalton, GA 30721
- Heritage Point Soccer Complex - Hale Drive, Dalton, GA, 30721
- Ron Nix Complex - 904 Civic Drive, Dalton, GA 30721

**2. Term:** Agreement will begin as of the 21<sup>st</sup> day of July, 2025 and will exist and continue through 31st day of December, 2025 ("Original Term"). This Agreement will automatically renew for additional consecutive one (1) year terms beginning on January 1, 2026 ("Renewal Term(s)") unless and until a party provides written notice to the other party of termination. "Term" shall mean the Original Term or Renewal Term.

### **3. Contract Amount:**

PROVIDER shall pay fifteen percent **(15%)** per month of the gross revenue of all concession stand operations to CITY each month on or before the fifth (5<sup>th</sup>) day of each month following the execution of this Agreement. PROVIDER shall maintain and provide to CITY all supporting documentation on the total sales for each location to the CITY to the attention of the Parks & Recreation Director, 904 Civic Drive, Dalton, GA, 30720.

### **4. General Terms and Conditions:**

**(a)** PROVIDER shall provide concessions (or shall make arrangements for doing so) during all practices, games and tournaments played at any of the Parks & Recreation Department's facilities and exceptions will require prior approval of the City of Dalton Parks & Recreation Director. PROVIDER will provide concession for practices provided it is feasible for the PROVIDER to do so.

**(b)** Prices of concessions, or updates to pricing, must be submitted to the Parks & Recreation Director for approval.

**(c)** PROVIDER shall maintain the areas around the concession site within ten (10) feet thereof in a clean and orderly manner, picking up all trash, litter or debris and depositing the same in receptacles provided by Owner for that purpose.

**(d)** PROVIDER shall be responsible for the entire operation of concessions at each listed Parks & Recreation facility and in connection therewith shall (1) provide all equipment required; (2) keep concession area and equipment in a safe and sanitary condition and meet all health standards of the City/County Health Department and/or State of Georgia; (3) maintain the facility in as good condition as the same area in the beginning of this Agreement, fair wear and tear excepted.

**(e)** All service performed by the PROVIDER shall be prompt and courteous.

**(f)** CITY shall provide all utilities required to operate the premises, PROVIDER's contribution thereto being included in the rental hereinabove established.

**(g)** No alterations, additions or improvements to the concession facility shall be made without written permission and authority of the CITY.

**(h)** This Agreement may not be assigned or sublet by the PROVIDER without the prior written consent of the CITY.

**(i)** Should PROVIDER violate any term or provision of this Agreement, and fail to remedy the same within ten (10) days' notice after default, CITY may immediately terminate the Agreement.

**(j)** This Agreement may be terminated by either party with a thirty (30) day written notice to the other party.

**(k)** PROVIDER shall obtain and show evidence of the Certificate of Liability Insurance by the delivery of the applicable insurance policy to the Parks & Recreation Director, listing the City of Dalton as additional insured and certifying coverage in the amounts set forth below.

- (l) E-VERIFY - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).
- (m) INSURANCE - PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia.

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

Commercial General Liability insurance to cover liability bodily injury and property damage. The City of Dalton must be listed as an additional insured. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit - each occurrence
\$2,000,000	Combined Single Limit- general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

PROVIDER shall have its insurer name the CITY OF DALTON as an additional insured on its General Liability policy.

Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident \$500,000 Disease-policy limit \$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.

PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.

The CITY shall be named as an additional insured and loss payee on all policies required by this Agreement.

## **5. Indemnity:**

PROVIDER shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of PROVIDER'S use and occupancy of the subject property or by the negligence, willful acts, or errors or omissions with respect to the performance of the professional services of PROVIDER, its employees, agents, subcontractors, or invitees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

## **6. Governing Law; Venue.**

This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

## **7. Successors and Assigns.**

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. PROVIDER shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

**8. Severability of Invalid Provisions.**

If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

**9. Complete Agreement; Amendments.**

This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

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

**TOP SHELF FOOD AND BEVERAGE  
MANAGEMENT LLC:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

[Corporate Seal]

**CITY OF DALTON, GEORGIA:**

By: \_\_\_\_\_

MAYOR/MAYOR PRO TEMPORE

Attest: \_\_\_\_\_

CITY CLERK