

PARKS & RECREATION DEPARTMENT
AGREEMENT FOR CONCESSION STAND OPERATOR

THIS IS AN AGREEMENT, made this _____ day of _____, 2022, between:

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:

THAT WHEREAS, the City of Dalton 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 of Dalton 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

WHEREAS, the CITY has made due and proper advertisement of the nature and terms of this Contract and has accepted the proposal of PROVIDER.

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. Terms of Contract: Agreement will begin as of the ____1____ day of July, 2022 and will exist and continue through 30th day of June, 2023.

3. Contract Amount: 15% per month of the gross revenue of all concession stand operations will be paid upon execution and a same amount on or before the fifth (15th) day of each month thereafter that the concessions stand will be in operation including the 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 will 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 will 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 Contract, and fail to remedy the same within thirty (30) days' notice after default, CITY may immediately terminate the contract.

(j) Contract can be terminated by either party with a thirty (30) day written notice to the other party.

(k) CITY will maintain property and liability insurance on all facilities. 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.

(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 each be named as an additional insured and loss payee on all policies required by this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:

PROVIDER:

BY: _____

Tony Black

TITLE: OWNER

COMPANY: Top Shelf Concessions

CITY:

BY: _____

David Pennington, MAYOR

ATTEST:

BY: _____

Bernadette Chattam, CITY CLERK