

CONCESSION LEASE AGREEMENT BETWEEN
CITY OF KINGSPORT
and
TRI-CITIES UNITED SOCCER CLUB

THIS AGREEMENT (hereinafter "Agreement") is hereby made and entered into as of this _____ day of July, 2023, by and between CITY OF KINGSPORT, TENNESSEE, a Tennessee municipal corporation (hereinafter "LESSOR"), and TRI-CITIES UNITED SOCCER CLUB (hereinafter "CONCESSIONAIRE"), a Tennessee nonprofit corporation.

WITNESSETH

That for and in consideration of \$50.00 per season, to be paid seasonally by CONCESSIONAIRE to LESSOR, LESSOR does hereby lease unto CONCESSIONAIRE for the period of August 1, 2023, through June 30, 2024, the concession rights for the sale of food, refreshments, confectionery, and beverages at the soccer fields at 2969 Sullivan Gardens Parkway, Kingsport, Tennessee.

CONCESSIONAIRE agrees to and shall abide by the following conditions:

1. CONCESSIONAIRE will be responsible for furnishing all the equipment, food supplies, or other items offered for sale, and any other incidentals necessary for the operation of the concession.
2. CONCESSIONAIRE shall be responsible for the maintenance of its equipment to ensure that it is always in a safe and usable condition; and shall provide, at its own cost, a sufficient number of employees to serve the public promptly and in a manner satisfactory to the Parks and Recreation Manager.
3. CONCESSIONAIRE agrees not to sublet or sublease, in any form, the rights as approved herein by City.
4. LESSOR'S Parks and Recreation Manager (hereinafter "Parks and Recreation Manager") shall approve all items offered under this Agreement and shall approve all prices charged to the public.
5. LESSOR retains all pouring rights for beverages and CONCESSIONAIRE agrees to honor such and will not do anything that would violate such pouring rights, including concessions or advertising.
6. CONCESSIONAIRE shall agree to comply with and abide by all rules regulating the operation of the park and the hours of operation of the concession shall coincide with the hours of the park in agreement with the Parks and Recreation Manager.
7. CONCESSIONAIRE shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly, and inviting condition that shall be satisfactory to the Parks and Recreation Manager. This shall include the area immediately surrounding the concession area.
8. CONCESSIONAIRE shall be responsible for keeping the designated eating and shelter area free of all trash and litter by placing it in a trash container.
9. LESSOR will furnish lights, power, and water in such locations where these utilities now exist. All additional installations which require the use of these utilities shall be made and maintained at the expense of CONCESSIONAIRE and upon the approval of the Parks and Recreation Manager.

10. Any alterations, repairs, or additions to the building area occupied by CONCESSIONAIRE must be approved, in advance, by the Parks and Recreation Manager. LESSOR shall make all ordinary and reasonable repairs to preserve the building occupied by CONCESSIONAIRE.
11. It shall be the obligation of CONCESSIONAIRE to secure or obtain all permits and licenses required by law for the operation of the concession and the sale of approved merchandise.
12. CONCESSIONAIRE shall comply with all ordinances of the City of Kingsport, Sullivan County, and the State of Tennessee, and shall comply with all applicable State and Federal rules and regulations concerning the serving of food, hours of work, pay and equal employment of personnel without discrimination as to race, color, age, or sex.
13. LESSOR shall have the right of inspection and audit at all times during regular business hours. A violation of any provisions of this contract shall work a forfeiture of this Agreement and LESSOR may take possession upon a twenty-four (24) hour notice.
14. CONCESSIONAIRE may voluntarily terminate this Agreement upon five (5) days written notice to LESSOR.
15. CONCESSIONAIRE will provide Commercial General Liability Coverage. At all times during the Term of this Agreement, CONCESSIONAIRE will maintain in full force and effect policies of contractual and commercial general liability insurance, including public liability and broad form property damage, for not less than a Combined Single Limit for Bodily Injury (including death), Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such policy or policies shall name LESSOR as an additional insured thereunder. All such insurance shall insure the performance by CONCESSIONAIRE of its indemnity agreement as to liability for injury to or death of persons and injury or damage to property. All such insurance shall be primary and noncontributing with any insurance which may be carried by LESSOR and shall contain a provision that LESSOR, named or not named as an insured, shall nevertheless be entitled to recover under said policy for any loss, injury or damage to LESSOR, its agents and employees or the property of such persons, by reason of the negligence of CONCESSIONAIRE. Such policy shall expressly provide that such policy shall not be canceled or altered without thirty (30) days prior written notice to LESSOR. LESSOR shall be named as an additional insured on all such policies. CONCESSIONAIRE shall, before using transportation services, provide LESSOR with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by this Agreement, and which endorsements must provide LESSOR the coverage set out herein and be acceptable to LESSOR.
16. CONCESSIONAIRE also shall provide LESSOR with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to LESSOR (or, if such thirty (30) day period of notice is not obtainable on a commercially reasonable basis, upon such notice as is commercially reasonable). Additionally, CONCESSIONAIRE shall provide certified copies of the policies of insurance required by this Agreement and all endorsements thereto when requested by LESSOR, but no less than annually during the term of this Agreement. All insurance provided for in this Section, and all renewals thereof, shall be issued by responsible insurance companies authorized to do business in the State of Tennessee. If any insurer, which has issued a policy of insurance required pursuant to this Agreement, becomes insolvent or the subject of any bankruptcy, receivership, or similar proceeding, CONCESSIONAIRE shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy meet the requirements of this Agreement.

17. CONCESSIONAIRE shall indemnify, defend, and hold harmless LESSOR, its officers, employees, and agents from any and all suits, actions, or claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown that arises out of or is in any way related to the acts or the failure to act, in whole or in part, by CONCESSIONAIRE or its agents, volunteers, or employees in the use of Facilities or arising out of obligations of CONCESSIONAIRE as set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, dated above, in duplicate originals.

Tri-Cities United Soccer Club

City of Kingsport, Tennessee

Signature

Patrick W. Shull, Mayor

Date

Date

Printed Name

Attest:

Title

Angela Marshall, Deputy City Recorder

Approved as to form:

Rodney B. Rowlett, III, City Attorney