

**CONCESSION LEASE AGREEMENT BETWEEN
CITY OF KINGSPORT**

and

LYNN VIEW PEE WEE FOOTBALL LEAGUE

This Agreement made and entered into on this, the _____ day of June, 2024, by and between City of Kingsport, Tennessee, a municipal corporation of the State of Tennessee (hereinafter “City”) and Lynn View Pee Wee Football League (hereinafter "Concessionaire”).

W I T N E S S E T H

That for and in consideration of its maintenance assistance and league operations, City does hereby lease unto Concessionaire for the period of June 1, 2024, through December 1, 2024, the concession rights for the sale of food, refreshments, confectionery, and beverages at the fields at 257 Walker Street, 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 the equipment to ensure that it is in a safe and usable condition at all times.
3. Concessionaire 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.
4. Concessionaire agrees not to sublet or sublease, in any form, the rights as approved by City. Concessionaire has the rights to football concessions.
5. Parks and Recreation Manager shall approve all items offered under this Agreement and shall approve all prices charged to the public. Any agreement of pouring rights must receive the approval of the Parks and Recreation Manager.
6. Concessionaire shall pay 0% of sales to City.
7. 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.
8. Concessionaire shall furnish all labor and other materials necessary to maintain the concession in a clean, orderly, and inviting conditions that shall be satisfactory to the Parks

and Recreation Manager. This shall include the area immediately surrounding the concession area.

9. 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.
10. City 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.
11. Any alterations, repairs, or additions to the building area occupied by Concessionaire must be approved in advance by the Parks and Recreation Manager. City shall make all ordinary and reasonable repairs to preserve the building occupied by Concessionaire.
12. 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. 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. City 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 contract, and City may take possession upon a twenty-four (24) hour notice.
14. Concessionaire may voluntarily terminate this Agreement upon five (5) days written notice to City.
15. Concessionaire shall furnish all owner's liability insurance, specifically naming City as co-insured, to defend, indemnify, and save harmless City from any and all claims and suits for injury to persons or property arising out of the performance of this Agreement in any way by the acts or omissions of Concessionaire or Concessionaire's agents, employees, or representatives during or in connection with this Agreement excepting bodily injury or death or property damage caused by the sole negligence of the City of Kingsport, Tennessee with the requisite certificate(s) of insurance in compliance herewith.

[Signatures on next page.]

**LYNN VIEW PEE WEE FOOTBALL
LEAGUE**

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