

## **CONCESSION STAND AGREEMENT**

THIS CONCESSION STAND AGREEMENT (the Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), by and between The City of Port Lavaca with its principal place of business located at 202 N Virginia St., Port Lavaca, TX 77979 (the “City”) and \_\_\_\_\_ (the “User”).

The City grants the User the exclusive use of the Concession Stand, subject to the terms and conditions of this Agreement, for the purpose of selling concessions during the date and time in this agreement.

### **RENTAL RULES AND REGULATIONS**

All rentals of the Wilson Park Concession Stand will require a signed rental agreement between the User and the City, executed through its duly authorized representatives. No oral agreements regarding the use of the Concession Stand will be considered valid.

The Concession Stand will be rented on a first-come, first-served basis. The Director or an authorized representative will resolve any conflicts regarding reservation requests.

Reservation requests may be made via:

- The City of Port Lavaca website: [portlavaca.org](http://portlavaca.org)
- Phone: (361)552-3347 or (361)
- In-Person at: 106 S. Commerce St., Suite 4, Port Lavaca, TX 77979

Upon receipt of a reservation request, a representative will contact the User to confirm the reservation. A reservation for the Concession Stand will only be finalized upon receipt of the required deposit.

Throughout the term of this Agreement, the User shall maintain the Concession Stand in the same condition as it was on the Effective Date, allowing for normal wear and tear. No improvements or alterations are permitted without the prior written consent of the City.

The User is responsible for obtaining any necessary licenses or permits and must comply with all applicable laws and regulations, including but not limited to local and state regulations governing the public sale of food and drink.

The User is responsible for the proper disposal of all waste generated from the use of the Concession Stand. All refuse must be placed in the designated receptacles provided by the City. At the conclusion of the rental agreement, it is the User's obligation to ensure that all waste is taken and disposed of in the dumpster located on the park premises.

## **Reservation Time Limits and Conditions**

The Concession Stand will be available for rent between the hours of 6 a.m. and 11 p.m. Following each rental period, all supplies and food must be removed, and the Concession Stand must be left in a clean condition.

A key will be provided during the rental period. The User is responsible for returning the key within one business day following the conclusion of the rental period. The deposit will be held until the key is returned. If the key is lost or damaged beyond repair, the deposit will be utilized to replace the key and any associated hardware necessary to ensure the proper security of the Concession Stand.

## **Deposit**

A deposit of \$150.00 is required to secure the reservation. The deposit may be fully refunded following an inspection of the Concession Stand, provided that no damages have occurred. A partial refund may be issued if excessive cleaning or any maintenance or repairs are necessary after the rental period. In the event that damages or repairs exceed the deposit amount, the User will be responsible for covering the additional costs.

## **Abandoned Property**

The City shall not be held responsible for property left on the premises. Said articles shall remain in the Concession Stand for 5 days and then shall be deemed abandoned by the User and may be disposed of by the City. The City assumes no responsibility for losses of property that are caused by theft or disappearance.