

Management Agreement for Use of City of Gering Property Dome Rock Diamonds Concession Stand

This Concessionaire Agreement for use of City property ("agreement"), dated as of this ____ day of _____, 20____, is entered into by and between the City of Gering, Nebraska ("City") and _____ ("Concessionaire")

RECITALS:

- A. City owns the real estate described as Dome Rock Diamonds including all structures and buildings including a concession stand ("Premises").
- B. Concessionaire is interested in using the premises to provide vending services for regular games and tournaments beginning in mid-May running through mid-July each year and potentially again in October.
- C. Concessionaire is willing to enter into this agreement in order to operate and manage the premises during games and tournaments in accordance with the applicable rules for safe operation.
- D. City desires to enter into this agreement whereby Concessionaire shall manage the premises subject to the following terms.

NOW THEREFORE, City and Concessionaire agree as follows:

1. **Premises:** Commonly known as the Concession Stand at Dome Rock Diamonds. Concessionaire agrees to pay the City a \$500 fee for use of premises for a period of time outlined in the TERM. Concessionaire shall have the exclusive right to use the premises as necessary during the duration of the TERM.
2. **Management:** The parties acknowledge and agree that Concessionaire shall be solely responsible for the operation and management of the premises during the TERM when the premises are being utilized for games and tournaments. Concessionaire shall ensure that all individuals utilizing the premises for games and tournaments shall conduct themselves in accordance with the RULES provided in this agreement.
3. **Term:** This agreement shall be effective for a term of May _____, 20____ through July _____, 20____. Either party shall have the right to terminate this agreement by providing the other party written notice no less than 15 days prior to termination. Such notice shall specify the date that the agreement shall terminate. The parties acknowledge and agree that the City retains the right, at any time, to terminate this agreement by written notice to Concessionaire if such termination is required under the applicable rules and Concessionaire has failed to manage and operate premises in accordance with the rules.
4. **Premises Fee and Deposit:** Concessionaire agrees to pay the City a fee of \$500 prior to use of premises. Additionally, Concessionaire shall pay the City a \$250 deposit prior to use. Concessionaire shall make all payments of the fee and deposit to the City at 1025 P Street, Gering, NE.
5. **Maintenance:** Concessionaire shall, during the term of this agreement, and at its sole expense, keep the premises in good order and repair, reasonable wear and tear excepted. Concessionaire shall be responsible to maintain the premises in accordance with the rules. Such obligation shall include, but not limited to, meeting sanitation guidelines and any other applicable requirements under the rules.

6. **Insurance:** Concessionaire must provide general liability insurance and workers' compensation insurance which shall provide coverage for Concessionaire's business and premises where the business is located. General liability insurance must be in an amount not less than \$1,000,000 per Occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products Aggregate. Workers' compensation insurance must include Employer's Liability insurance in an amount not less than \$500,000 per accident for bodily injury by accident; \$500,000 policy limit by disease; and \$500,000 per employee for bodily injury by disease. Concessionaire shall provide to City a Certificate of Insurance showing such general liability insurance and workers' compensation insurance is in full force and effect at all times. City shall be named as an additional insured under the terms of said policies. Concessionaire agrees to hold the City harmless and indemnify City from any and all liability relating to any act or omission or Lessee's business operation. Before Concessionaire is allowed occupancy to the leased premises, proof of insurance herein must be made, in writing, to the City.

7. **Utilities:** The City shall be responsible for all utilities, including electricity, water, and waste disposal, associated with the Premises.

8. **Casualty to the Premises:** During the term, if all or any part of the building shall be materially damaged by fire or other casualty without the fault of Concessionaire so that the building is unfit for use by Concessionaire, the lease rental amount shall be suspended until the building shall be rebuilt or made fit for use and occupancy by Concessionaire. If the building is not totally destroyed or work to put the building in usable condition is not started within (30) days of the date of the damage and is not continued to completion with reasonable diligence, then this Lease may be terminated at the election of the Concessionaire.

9. **Security:** The Concessionaire is responsible for the security of the Premises. The City is not responsible for the loss or theft from the Premises of any property belonging to the Concessionaire.

9. **Non-assignability:** It is understood and agreed that this usage agreement shall be non-assignable by Concessionaire and it will not otherwise transfer use and management of the Premises to any other parties without the express written consent of City.

10. **Usage Expectations:** It shall be the responsibility of the Concessionaire to adhere to the following:

- No sunflower seeds shall be sold
- Picnic tables shall be cleaned nightly after games
- Trash shall be emptied in proper containers
- HVAC units may not be set below 72 degrees to prevent system from freezing up
- Delivery trucks or Concessionaire's vehicle may enter the complex to complete deliveries on the east walkway and exit on the south walkway. Every effort should be made for deliveries to be made prior to 4:30 PM to avoid vehicle interaction with youth that may be arriving at the complex.
- Concessionaire will be responsible for housing the Emergency Action Plan, Lightning Detection and Response Procedures and AED. A NOAA Weather Radio will be housed in the concession stand and Concessionaire shall provide weather updates to umpires and league officials if requested. These items will be provided by the City.
- Concessionaire has the liberty to set hours of operation for league events. At times, tournaments hosted by outside organizations will occur. Concessionaire will work with

organizations to provide concessions for these events. Concessionaire will receive 100% of proceeds earned at these outside events. A schedule of events shall be submitted to Concessionaire prior to the season start and will be provided updated tournament dates as those events are scheduled.

- The City will conduct a walk-thru evaluation of the Premises with the Concessionaire at the beginning of the season to identify any maintenance issues to be addressed. At the completion of the season and end of agreement date City and Concessionaire will conduct a post-season walk-thru to address any maintenance issues or repairs that shall be completed by the Concessionaire and key shall be returned in order to receive refund on deposit.

8. **Indemnification:** Tenant shall indemnify and hold Landlord harmless from any claims, damages, or liabilities arising from Tenant's use of the Premises or operation of the concession stand.

9. **Termination:** Either party may terminate this Agreement with [NOTICE PERIOD] written notice. Landlord may terminate immediately if Tenant breaches any terms of this Agreement.

10. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE].

11. **Entire Agreement:** This agreement is the entire agreement between City and Concessionaire, and this agreement includes all of the agreements between the City and Concessionaire pertaining to the leased Premises as described herein. This agreement may be amended only by an agreement in writing that is signed by authorized representatives of the City of Gering, A Municipal Corporation and _____(Concessionaire)

By signing below, the undersigned acknowledge that they have read this agreement and agree to comply with all requirements as set forth by the City of Gering.

Authorized representative signature

printed name/title

Date

CITY OF GERING

City Administrator, City of Gering

Date