

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
PARKS & RECREATION  
469 PARKWAY DRIVE  
LEXINGTON, KY. 40504

2016 CONCESSION CONTRACT

THIS AGREEMENT, made and entered into by and between the Lexington-Fayette Urban County, Division of Parks & Recreation, Lexington, Kentucky, party of the first part and

Karen Francis

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(Concessionaire, Party of the Second Part)

Lexington Fastpitch Softball (4-15)  
Constitution Park

Representing \_\_\_\_\_

(Agency, Club, etc.)

For the rights and privileges to operate a concessions stand on Constitutiicated, for the contract period as specified and for amount stated herein.

WITNESSETH, that the contract for operating the aforementioned concession stand submitted by the party of the second part, hereinafter called the Concessionaire, on Feb 16 (date), 2016, is hereby accepted by the party of the first part, hereinafter called the Division of Parks and Recreation.

- 1) The concessionaire shall save and hold the Division of Parks and Recreation harmless from and against all liability, claims and demands on account of personal injuries (including, without limitation of the foregoing, workmen's compensation and death claims) or property loss or damage of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of Concessionaire, or of the Division of Parks and Recreation; or by any agents or employees of any of the foregoing; or by accident or otherwise.
- 2) Any/all profits generated through the operation of this concession operation and retained by the League must be used to support the League or to make improvements to facilities.
- 3) The Division of Parks and Recreation will provide for the use of the Concessionaire such refreshment stands, shelter, rooms and locations as are now existing and being used for the purpose of providing the services herein specified, but reserves the right to increase or decrease the number of or alter any said stands, shelters and locations when it is determined that the public interests will be better served thereby.

- 4) If the League finds it necessary to change the locks on the facility they must provide the Division of Parks and Recreation with an original set of keys within 24 hours.
- 5) The Division of Parks and Recreation shall, at its cost and expense, make all ordinary and reasonable repairs required to preserve the buildings, and refreshment stands, occupied under this contract.
- 6) The Concessionaire shall make no alterations of or repair to any building, refreshment stand, shelter or location herein reserved for its use, or erect any new structure or building on the lands of the Division of Parks and Recreation without first submitting a program of construction, alteration or repair and plans and specifications thereof, together with the contract and obtaining the approval thereof in writing of the Director of the Division of Parks and Recreation.
- 7) The building, refreshment stands, shelters, rooms and locations, or all parts thereof, which are the property of the Division of Parks and Recreation shall remain in property of the Division of Parks and Recreation, and upon termination of the contract by lapse of time or otherwise, the concessionaire shall surrender possession of all said premises and all parts thereof to the Division of Parks and Recreation in as good condition as said premises were when first occupied by the Concessionaire, under the terms of the contract, ordinary wear and tear or acts of God excepted.
- 8) The concessionaire shall not permit garbage and other refuse to accumulate or to gather in or about any of the buildings or structures occupied by the concessionaire except in suitable covered garbage receptacles which will be provided by the Division of Parks and Recreation. The Lexington-Fayette Urban County Parks and Recreation Division will be responsible for the removal of rubbish, trash and garbage provided that the concessionaire accumulates such trash at given points and at given times under the direction of any authorized representative of the Division of Parks and Recreation.
- 9) The Concessionaire shall furnish all labor, services, material, supplies and equipment necessary to maintain, in a clean orderly and inviting condition, satisfactory to the Director, all premises used and occupied by the Concessionaire in the operation of concessions, together with the area immediately surrounding same as affected by said operation. This shall include all paved areas, adjacent to such premises to a distance not less than fifty feet (50').
- 10) This Concessionaire shall furnish and maintain in good usable condition, a sufficient amount of movable equipment that may be necessary to properly furnish the services herein provided for in a manner acceptable to the Director.

- 11) The Lexington-Fayette Urban County Parks and Recreation Division will furnish heat, light, power, gas and water in such locations where these utilities have been used in connection with refectory work previously. All additional installations, which require the use of these utilities, shall be made and maintained at the expense of the Concessionaire and only after securing prior written approval from the Director. The Division of Parks and Recreation will not furnish telephone service in any location except where public phones are installed as a regular accommodation for park patrons.
- 12) The Concessionaire shall, at his own expense and cost, provide a sufficient number of employees to serve the public promptly and efficiently and in a manner satisfactory to the Director. All such employees shall be clad in neat and clean dress, satisfactory to the Director. It is the object of this requirement to identify all employees for the protection of both the Division of Parks and Recreation and the Concessionaire.
- 13) The Concessionaire shall employ only competent and satisfactory workmen and whenever the Director shall notify the Concessionaire in writing that any person employed on the premises, in his opinion, is incompetent, disorderly, unsanitary or otherwise unsatisfactory, such person shall be discharged and shall not again be employed without the consent of the Director. All employees must have valid food handler permits.
- 14) The Concessionaire, upon termination of said contract, will furnish the Director with a financial statement *covering all aspects of the operation within one month after the ending date of this agreement listed in section 15.* The Division reserves the right to conduct periodic audits, either on site or by reviewing documents.
- 15) The term of the contract for the concession privileges enumerated herein shall be for a period of Spring + fall <sup>season</sup> (days, hours) beginning March 1, 2016, and ending on Oct 23, 2016. <sub>fall</sub> <sup>spring</sup>
- 16) The Concessionaire agrees to operate this concession during all scheduled athletic events on the park including those not sponsored by the League if requested by the Division of Parks and Recreation.
- 17) The Concessionaire will serve and/or sell **only** those soft drink products that are sold and delivered by the authorized Parks beverage supplier, which is **Pepsi-Cola Bottling Company of Lexington, Inc.** No competing beverage drink products will be allowed to be stored or sold within the concession building at any time. Violations of this policy shall constitute grounds to void this agreement.
- 18) The Concessionaire will serve and/or sell **only** those concessions products that are sold and delivered by the current Lexington Fayette Urban County Government concession bid holder, Lexington Food Service. A list of products and contact information will be provided.

19) League hereby agrees to make the contents of this agreement known and understood to League/Team Managers, Coaches and Concession Stand Managers.

20) The undersigned, having full knowledge of the terms and conditions of this contract, hereby agrees to operate said concession in full accord with the conditions enumerated.

21) In full compensation for the use of said premises and the rights and privileges granted under this contract, the undersigned agrees to pay the Lexington-Fayette Urban County Division of Parks and Recreation the sum of 1.00 dollar(s) or \_\_\_\_\_% of the gross receipts (method of computation to be determined by the Director or representative), derived for the sale of food, soft drinks, ice cream and all other sales and sources of income accruing from the operation of said concession. Date of payment Feb 16, 2016.

SIGNATURES

Karen Francis  
CONCESSIONAIRE (LEAGUE PRESIDENT)

Karen Francis  
LEAGUE PRESIDENT (PLEASE PRINT)

[Signature]  
DIRECTOR OF PARKS AND RECREATION

376 Hermitage Dr.  
ADDRESS

[Signature]  
COMMISSIONER, GENERAL SERVICES

Lexington Ky 40505  
CITY STATE ZIP

[Signature]  
MAYOR, URBAN COUNTY GOVERNMENT

859-299-8349  
HOME PHONE

[Signature]  
ATTEST

859-948-0241  
WORK PHONE

859-948-0241  
CELL PHONE

Karen.francis3@grant.kyschools.us  
E-MAIL