

City of Fort Calhoun
110 South 14th Street
Fort Calhoun, Nebraska 68023
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CONCESSION AGREEMENT

This agreement made this _____ day of _____, 2009 by and between the City of Fort Calhoun, hereinafter referred to as Fort Calhoun, and _____ hereinafter referred to as "Operator."

Witnesseth:

WHEREAS; the parties hereto have entered into this agreement whereby the Operator is licensed by Fort Calhoun with the rights to operate the concessions at the baseball/softball complex in the City of Fort Calhoun and

WHEREAS; both parties hereto desire to establish the terms and conditions of such agreement in writing.

NOW THEREFORE; In consideration of _____ to be paid by the Operator, to Fort Calhoun according to the terms and conditions hereof, Fort Calhoun hereby leases to the Operator and grants to the Operator the right to operate said concessions, during the **2009** recreation season.

The consideration shall be due and payable on or before the FIRST GAME of the season.

It is agreed that accurate daily records, receipts and inventory will be maintained and available for review upon request of Fort Calhoun.

A **\$250.00** damage and clean-up deposit will be required and will be payable prior to the season and will be refundable at the end of the season upon satisfactory inspection by Fort Calhoun.

The Operator shall be responsible for and shall pay all wages, necessary insurance and benefits to any employees of the Operator, hired to assist in the operation of said concessions. It is agreed that the Operator, and those persons hired by the Operator, shall in no way be considered as employees of the City of Fort Calhoun and shall have no rights, privileges or benefits as such.

It is agreed that Fort Calhoun shall furnish electricity, water, phone and trash pickup to said concessions without further consideration or payment thereof by the Operator.

The Operator shall be responsible for and shall pay all expenses and debts occurred by the Operator, other than those stated above.

NO ALCOHOLIC BEVERAGES MAY BE SOLD.

The Operator shall be responsible for and comply with all health and safety regulations in connection with the operation of said concessions.

The Operator shall further be responsible for and shall monitor and regulate trash accumulation near the concession stand because of the sales from the concessions.

In the event payment of consideration is not paid on or before October of said year, Fort Calhoun, at it's option, may terminate this agreement and assume operation of the said concessions or Fort Calhoun may enter into another contract for the operation of said concessions. The election of any such option by Fort Calhoun shall not release the Operator from payment of the considerations hereunder, as of that date.

In addition to the above provisions, regarding termination, if consideration is paid after the due date, **a penalty charge of 2% will be added to the amount due.**

The Operator will furnish all equipment necessary to operate the concessions.

The Park Board has the right to refuse or roll the contract over for an additional year.

This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of all parties.

CITY OF FORT CALHOUN

OPERATOR (S)

By: _____

By: _____

By: _____