

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Reports2

Council to consider approval of the contract for concessions at Lacy Park and authorize the Mayor to execute the contract.

Staff Contact: Perry Mader, Park and Rec Director

AGREEMENT

THIS AGREEMENT is made between the City of Scottsbluff, Nebraska, a Municipal Corporation (hereinafter called "CITY") and Dale Blehm(hereinafter called "Blehm").

1. The CITY grants to BLEHM the privilege of operating a concession stand at Lacy Park for the period May 5th, 2014 through and including August 30, 2014. BLEHM may use all equipment belonging to the CITY located within the concession stand. For this privilege, BLEHM will pay to the CITY the sum of \$100.00 per month, beginning May 5, 2014, and on the fifth day of each and every month thereafter, through and including August 5, 2010, for a sum total of \$400.00. Such payments will be made at City Hall.

2. BLEHM will open the concession stand no later than five thirty p.m. and close it no earlier than 9:30 p.m. each Monday night through Thursday night for the term of this Agreement. BLEHM will also keep the concession stand open during weekend tournaments. If inclement weather causes cancellation of games during a particular period of time, BLEHM is not required to keep the concession stand open during that period of time. BLEHM will provide adult supervision for any individuals under sixteen years of age who participate in the operation of the concession stand.

3. All equipment of the CITY located within the concession stand may be used by BLEHM but shall be kept in good working order and restored to the CITY in as good condition as it was when the Agreement began, reasonable wear and tear accepted.

4. Due to a preexisting Agreement, only soft drinks distributed through the Pepsi Cola Company may be sold. No alcoholic beverages may be sold. Otherwise the CITY places no restrictions upon concessions that may be sold or the prices to be charged therefor, provided however that such prices shall be reasonable.

5. BLEHM will keep the concession area in clean and sanitary condition, and will comply with all applicable ordinances, regulations, including the regulations of the Department of Health.

6. The CITY may cancel the Agreement at any time and for any reason.

7. It is the CITY's practice that persons who return foul balls or home run balls to the concession stand will be given a ticket. BLEHM agrees to accept this ticket in exchange for twenty-five cents worth of merchandise sold at the concession stand. The CITY will reimburse BLEHM in the amount of twenty-five cents for each ticket turned in by BLEHM.

8. BLEHM will operate the concession stand as an independent contractor and not as an employee of the CITY. The CITY has no control over the manner in which BLEHM carries out his obligations under this Agreement. All profits earned in operating the concession stand are the exclusive property of BLEHM, and the CITY shall have no claim to such profits. Any losses

incurred by BLEHM in the operation of the concession stand shall be borne by BLEHM and the CITY shall have no obligation to reimburse any portion of such loss to BLEHM. BLEHM may employ subcontractors or others to assist in the carrying out of BLEHM's obligations. All products sold at the concession stand will be provided by BLEHM at BLEHM's expense.

9. During the term of this Agreement, BLEHM will maintain public liability insurance in an amount of not less than \$1,000,000.00. Such insurance policy will show the City as an additional insured. A certificate in a form acceptable to the City will be furnished to the City before BLEHM is allowed access to the City's facilities.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first herein written.

DATED: _____, 2014.

CITY OF SCOTTSBLUFF, NEBRASKA

By _____

Title: _____

By _____
Dale Blehm

Attest:

City Clerk Seal

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