

**Huntersville Parks and Recreation Department**  
CONCESSION AGREEMENT-**Huntersville Athletic Park & North Mecklenburg Park**

The Town of Huntersville Parks and Recreation Department (Town) and **Jamie Moreno, Yamo Concessions & Sports, Inc.** (Concessionaire) hereby enter into this agreement for the operation by a concessionaire for the Huntersville Athletic Park concession stand and North Mecklenburg Park concession stand.

The Concessionaire agrees to operate the concession stand in good faith and in accordance with the conditions listed below:

**The Concessionaire shall:**

1. Ensure the concession stand operations shall meet all requirements as set forth by the State of North Carolina Department of Environment and Natural Resources for Limited Foodservice Establishments. It is the responsibility of the Concessionaire to insure that the facility meets the guidelines for Limited Food Service Establishments.
2. Agree to accept all responsibility and liability regarding the Foodservice operation. This responsibility includes but is not limited to, proper cleaning and sanitizing of the concession stand and all utensils, as well as, properly preparing, handling and storing all food items so as not to propose a health risk to the general public.
3. Agrees to obtain all appropriate permits from the appropriate departments, including the Mecklenburg County Health Department, prior to this usage.
4. Will provide all equipment, supplies, items and articles necessary for provision of concession sales.
5. Will not hold the Town of Huntersville, the County of Mecklenburg, or any of its employees responsible in the event of injuries to persons who operate the concession stand.
6. Will hold the Town of Huntersville and the County of Mecklenburg harmless for any and all losses or damages to equipment and supplies that occur at the concession stand as a result of theft, vandalism, or by any other means; as well as any person raising a claim against the Town and/or the County for reasons associated with the concession operation.
7. Agrees to maintain the concession stand in a clean, sanitary and safe condition and leave the concession stand in the state of cleanliness in which it was found. The Concessionaire shall accept responsibility for any repairs necessitated by the negligence or willful acts of the Concessionaire's agents, volunteers or invitees. Any repairs necessary due to the latter should be planned, coordinated and executed with the assistance of the Parks and Recreation Department.
8. Agrees to operate concession stand for all baseball/softball games at the park during the time of the contract. Operation of concession stand on Saturdays when soccer games are the only event at the park is required unless it's determined by staff that it's not viable to keep it open. The Concessionaire will operate on any other mutually agreed upon day in the event a regularly scheduled game is postponed until after these dates for any reason. Concessionaire will open for business at least 30 minutes prior to the scheduled starting time of the first game of the day/evening and close concession operation no earlier than 15 minutes following the end of the final game on that day/evening.
9. Tournaments: The concessionaire is expected to operate on all baseball/softball tournament dates. However, should a tournament host/group request to operate the concession stand during that tournament, the concessionaire has first right of refusal; the tournament host/group will only be given permission to rent and operate the concession stand if the concessionaire opts not to run the concession stand himself/herself.

10. Shall provide concession services in a manner that adequately serves the total abled/disabled public wishing to utilize the service. Discriminatory methods of operation will not be tolerated.
11. Will notify the Town if the need to cancel scheduled services at least fourteen (14) days prior to the service date(s). The Town may elect to refuse future contracts to the Concessionaire canceling service and has the right to obtain service from another vendor for that time period with no recourse from the concessionaire.
12. Shall conform to and abide by all park/usage policies, Town and County ordinances, all state and federal laws and regulations that are applicable to public park concession sales, and instructions from the Parks and Recreation Director.
13. Concession workers coming in contact with the public should be courteous, polite and helpful to the park and concession patrons; concession workers should not be minors unless directly supervised by an adult concession worker.
14. Agrees to honor any vendor contracts or concession-related obligations of the Town of Huntersville. Contract/Obligations in effect at this time are: Purchase all soda related products from designated Pepsi representative for the town.
15. Understands and agrees that the sale of alcohol and/or tobacco products is not allowed. The Concessionaire shall submit a list of all products for sale with prices to the Parks and Recreation Director with his/her proposals and for approval prior to usage. Any change in pricing proposed during the contract must be approved by the Director. The Town of Huntersville Parks and Recreation Department has the right of final approval of menu and pricing. The Town reserves the right to cancel the contract of any Concessionaire charging prices deemed unreasonable.
16. Agrees to pay the Town of Huntersville **22 %** of its gross receipts for sales made in the Town's parks and recreation facilities.
17. Shall submit a sales report and payment to the Town on a monthly basis. The sales report is due no later than the 15th day of the month following the report month, and must be accompanied by the appropriate payment.
18. Agrees to purchase and maintain at its own expense during the term of this contract the following insurance covering its operation, a copy of which is to be provided with the initial proposal to the Town:
  1. General Liability – Bodily and property damage liability as shall protect the Concessionaire and any subcontractor performing work under this contract from claims of bodily injury and property damage which arise from the operations of this contract whether such operations are performed by Concessionaire, any subcontractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than one million dollars (\$1,000,000.00) bodily injury each occurrence/aggregate, or one million dollars (\$1,000,000.00) property damages each occurrence/aggregate, or one million dollars (\$1,000,000.00) bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability.
  2. Commercial concessionaires shall have Commercial General Liability with the same amounts and coverage listed in Item 1 (above).
  3. Commercial concessionaires shall also have Workers Compensation insurance in the amount and form to meet all applicable requirements of the laws of the State of North Carolina.

**The Town:**

1. Will provide all available utilities including power, water and sewer at no charge to the Lessee for the duration of the agreement as set forth above.
2. Shall be responsible for maintenance of the structure, plumbing, exterior walls, roofs, exterior and interior doors, interior electrical and any other repairs.
3. Will provide concessionaire with schedules of all games and special events during the time of the contract. Notification of rescheduled games/events and tournaments will be given to the concessionaire as soon as dates are confirmed.
3. Reserves the right to conduct random, unscheduled inspections and/or to request a financial report of concession operations at any time deemed necessary.
4. The Town also reserves the right to order the removal of any item sold or kept for sale that is judged to be inappropriate by the Town.

**OBLIGATION AND INDEMNITY**

1. Neither party shall be held responsible to the other for losses resulting from fire, flood, ice snow, Act of God or any cause not within the control of the party whose performance is interfered with and which by the exercise of reasonable diligence the party is unable to prevent.
2. The Concessionaire agrees to indemnify and hold harmless the Town from any and all liability incurred, and will take up and defend any litigation arising from, any injury or damage to any person or firm resulting from any negligent or willful act or omission of the concessionaire, its agents or employee

By signing below, both parties indicate that they have read and agree to abide by the terms listed above to the best of their abilities. This agreement will become null and void with written consent by both parties.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

TERMS OF THE CONTRACT: This contract begins on March 7, 2016 and ends on March 6, 2019.  
The Town of Huntersville has the right to extend this contract for one additional year.

## CANCELLATION OF CONTRACT

The Town reserves the right to terminate this contract immediately for any of the following reasons:

- inaccurate reporting and/or failure to report sales revenue and submit proper percentages or fees to the Town
- opening the concession stand for events later than specified in this contract or closing the concession stand earlier than stated in this contract.
- failure to properly serve a scheduled or assigned event previously agreed upon by concessionaire or opening too late and/or closing too early as determined by the Parks and Recreation Director.
- detrimental behavior of concessionaire employees or other factors that are deemed to negatively impact the safety and well-being of patrons, property or service of the Town.
- failure to comply with any aspect of this agreement
- concessionaire extends concession operation to any other park, facility or area managed by the Town of Huntersville other than the concession stand listed in the first paragraph of this agreement, without the express, written consent of the Town.

## SIGNATURES:

\_\_\_\_\_  
Official Representative  
Huntersville  
& Recreation Department  
(Town)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Official Representative  
(Concessionaire)

\_\_\_\_\_  
Date