

**CONCESSIONS STAND MANAGEMENT AGREEMENT
BY AND BETWEEN THE VILLAGE OF LAKE HALLIE AND**

ARTICLE 1

INTRODUCTION

1.1 Parties

This Agreement is entered between the Village of Lake Hallie and

1.2 Purpose

This agreement sets forth the terms and conditions under which
_____ will manage and operate the concessions stand at the
Village of Lake Hallie's Park located at 4902 117th Street, Lake Hallie.

The term "food service" describes the right to sell food, beverages, and other
similar items.

1.3 Agreement Term

This agreement shall have a term of one (1) concession stand operating
seasons, commencing May 2, 2022, and ending July 21, 2022. By March 1st of
each year, the Village Parks Commission and _____ will review
this agreement, make any changes, and renew the agreement for another
year. The term shall be automatically extended for one-year term unless
either party shall give written notice that the Agreement shall not be
renewed, and such notice is delivered not less than 30 days prior to the
expiration of the base term or extended term, if any

1.4 Termination

The Agreement may be terminated by either party in the event either party
breaches a material provision thereof ("cause"). The non-breaching party
must give the other party notice of such cause and the breaching party will
have 10 days to remedy the situation. It shall be in the sole discretion of the
Village of Lake Hallie as to whether or not the remedy has been appropriately
addressed. In the event such cause is not remedied within (10) days, the non-
breaching party shall have the right to terminate this Agreement by serving
upon the other party written notice of termination and setting the date for
such termination. If the Village cancels this Agreement, the Village will have

no liability whatsoever with respect to any costs incurred or anticipated loss of sales and/or profits by _____, other than for services already provided.

1.5 Liability Insurance

_____ (organization) shall carry an insurance policy for one million dollars (\$1,000,000.00) and it shall cover any and all claims against them. Copy of policy must be provided to the Village of Lake Hallie prior to the beginning of the season.

ARTICLE II

SERVICES TO BE PERFORMED

2.1 Food Services and Sales

The Village grants to _____ the right to operate the Park's Concessions Stand and the right to operate a delivery cart on the Parks premises. The Village shall have the right to make and enforce reasonable regulations regarding _____ use of premises. The Village authorized representatives shall always have access to all areas of the Park Concession. _____ **shall adhere to the Village key policy, which is attached to this agreement. No keys will be provided to the concession stand to anyone unless authorized by _____** other than the Village Public Works Supervisor or _____ their designee. No keys may be duplicated for any reason.

_____ may apply for a Class B Fermented Malt Beverage License (beer), following all conditions of the license. A delivery cart for the sale of beverages will be allowed if the driver hold an Operator's License with the Village of Lake Hallie and no other passengers be allowed on the cart.

2.2 Authorization of Operations Decisions

The Park's Commission on behalf of the Village shall have the authority to make operational decisions that are to be agreed to by both parties, with final approval by the Village Board.

2.3 Independent Contractor

_____ shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Village. _____ shall be

solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the Village and _____ . No person performing any of the work or services described hereunder shall be considered an officer, servant, or employee of the Village, nor shall any such person be entitled to any benefits available or granted to employees of the Village.

_____ agrees to hold harmless for any claims, liabilities, damages or obligations the Village of Lake Hallie to include the coverage of any fees, expenses, judgments, attorney's fees, or other costs associated with either defending any claims.

2.4 Hours of Operation

_____ shall serve a mutually agreed upon variety of food on Monday through Thursday, during the hours of 5:00 PM – 8:00 PM for the month of May (beginning 2022) and from 5:00 PM - 9:00 PM at a minimum for the rest of the season. This agreement does exclude weekends and the Village strongly recommends the removal or securing of any personal equipment within the concession stand that is not Village owned. Use of the concession stand Friday – Sunday will be at the Village's discretion with an approved occupying agreement. The Village of Lake Hallie shall not be responsible for any personal items, stock, inventory, or personal property of individuals working for _____ organization.

2.5 Payment

_____ agrees to pay the Village a flat rental fee of \$3,500 for the occupancy of the concession stand from May 2nd through July 21st, 2022 Monday thru Thursday of each year. Installment payments to the Village are as follows: \$1,500 upon award of contract (payment made on/by May 1st); second installment payment of \$1,500 due on/by June 1st; and the final payment of \$500 is due on/by July 1st.

ARTICLE III

MANAGEMENT OF PERSONNEL

3.1 Contractors Employees

_____ shall provide enough qualified management and non-management employees to operate the Concessions Stand, including an on-site manager. All personnel employed by the _____

shall always and for all purposes, be deemed solely _____ employees. The Village reserves the right to require replacement of any of the employees. The Village of Lake Hallie shall not be responsible for any actions of the employees of _____. _____ agrees to hold harmless for any claims, liabilities, damages or obligations the Village of Lake Hallie for any actions of the employees. If any employee violates any of the rules of this agreement, policies, or procedures of the Village of Lake Hallie or the Village Parks Commission, upon recommendation to _____, that employee shall be prohibited from continued work in the concession stand.

3.2 Payroll Taxes and Costs

_____ shall prepare and process the payroll for its employees and shall pay all applicable federal and state employment taxes and payroll insurance, including any income, social security and unemployment taxes and worker compensation costs.

3.3 Management Employment Commitment

Neither party shall, during the term of this Agreement nor for one year thereafter, solicit to hire, or contract with either party's employee.

3.4 Nondiscrimination

_____ shall comply with all applicable Federal, State and local laws and regulations including the Village's policies concerning nondiscrimination and equal opportunity in contracting.

_____ shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation.

Nor shall _____ discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex gender sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

3.5 Health and Safety Requirements

_____ shall comply with all applicable requirements of the Wisconsin Health and Safety Code for food service facilities. Required approvals and permits shall be obtained from Chippewa County and State Department of Health Services

Shall the Department of Health Services Chippewa County or the State of Wisconsin require any upgrades in order for _____ to operate the concession stand, _____ shall be responsible for all costs associated with the upgrade.

ARTICLE IV

FACILITIES, MAINTENANCE, AND INVENTORIES

4.1 Premises and Equipment

Occupants must provide their own equipment, staffing, product and insurance during the terms of this agreement.

The Village has no right, title, or interest in any equipment, inventory or other property furnished or installed by _____ on the premises. The Village shall not operate, remove, or tamper with such equipment, inventory, or property.

4.2 Condition of Premises and Equipment

The premises and equipment provided by each party for the performance of this Agreement shall be in good condition and maintained by the providing party in accordance with applicable laws

_____ shall take responsibility for the premises and equipment under its custody and control. No alterations or additions shall be made to premises without the Park Commissions prior written consent.

_____ shall be responsible for any damage done to the premises or Village's equipment because of the acts or omissions of _____ employees, agents, or invitees.

_____ shall be responsible to reimburse the Village of Lake Hallie for the cost of any repair or replacement of any the equipment.

4.3 Sanitation

The responsibilities of the parties with respect to the normal and customary cleaning of the Concessions stand shall be as follows

a. Food Preparation, Storage and Serving Areas

_____ shall be responsible for the housekeeping and sanitation of the food preparation, storage and serving areas.

b. Refuse

_____ shall transport refuse and recyclable material to the immediate collection areas, located within the park. The Village shall be responsible for the collection and removal of the refuse from the park premises

4.4 Maintenance

Except as otherwise provided in the Article, _____ shall maintain the premises, including its equipment.

_____ shall be responsible for the cost of any replacement or repair of the Village's equipment necessitated by the misuse or negligence on the part of the _____ employees.

Upon expiration or termination of this Agreement, the _____ shall surrender all the Village's property and equipment located on the premises, as shown on the certified inventory list approved by both parties. Said property and equipment, or its equal quality in replacement, shall be returned to the Village in the same order and condition as when received by the _____, except for reasonable wear and tear. All equipment owned by _____ must be removed within 15 days of termination of this agreement. _____ shall be responsible to repair or reimburse the Village of Lake Hallie for any repairs they must complete as a result of the operation and use during the terms of this agreement.

4.5 Utilities

The Village shall supply and pay the cost of all utilities used by the _____ in the operation of the Concession stands.

4.6 Inventories of Food and Supplies

The _____ shall purchase and hold in its own name an inventory of food, beverages and supplies necessary for the performance of its obligations under this Agreement.

ARTICLE VI

GENERAL TERMS AND CONDITIONS

5.1 Compliance with Law

_____ shall, during the term of this Agreement, comply with all applicable Federal, State and Local rules, regulations, and laws.

_____ will provide a copy of all licensing and proof of insurance required to the Village of Lake Hallie prior to starting business for the season.

As required by law, _____ must have hours of operation posted on site. They should also post date of operation as being May 2nd through July 21, 2022 of each calendar year.

5.2 Taxes

_____ shall collect any applicable taxes and remit same to the appropriate taxing authority.

5.3 Assignment

This Agreement may not be assigned by either party without the written consent of the other party.

5.4 Modification

No modification or change to this Agreement shall be binding upon any party unless contained in writing signed by the other party.

5.5 Severability

If any term, covenant, or condition of this Agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

5.6 Authorization

The Village hereby designates the Village Board to give any notices and otherwise to exercise the rights of the Village under this Agreement.
The Village has the right to refuse any/all bids received.

Dated this 15th day of April 2022.

(Approved occupant of the rental agreement)

Village of Lake Hallie
Gary Spilde, Village President

Gary Spilde

Date