

# **Clarksville Little League Park and Softball Complex Concession Lease Specifications**

## ***Preface:***

The Town of Clarksville Parks and Recreation Board (hereinafter referred to as "Board") is seeking qualified concession operators to manage, operate, and maintain the concession area at Clarksville Little League Park and the Clarksville Softball Complex located at 961 Potters Lane, Clarksville, Indiana. The Little League facility includes seven (7) playing fields and the softball complex includes two (2) playing fields. A full schedule of league games will be conducted at both complexes. Weekend tournaments may also be scheduled at both locations.

## ***A. Grant of Agreement***

The Clarksville Parks and Recreation Board in consideration of the covenants, stipulations, and representations made in this agreement grants to:

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone: Day \_\_\_\_\_ Evening \_\_\_\_\_

Sole concession rights at Clarksville Little League Park and the Clarksville Softball Complex.

## ***B. Conditions***

### **Agreement Term:**

The term of the Agreement shall begin on \_\_\_\_\_ and end \_\_\_\_\_. At the option of the Board, the Agreement may be renewed for a period of three (3) additional years. If this option is exercised, the Board will notify the Concessionaire before \_\_\_\_\_.

### **Agreement Fee:**

The fee, payable by the Concessionaire to the Clarksville Parks Board for the rights and privileges conveyed in this agreement shall be equal to the amount stated and agreed upon in the original sealed submitted proposal.

### **Building and Concession Area:**

The Board has provided approximately 774 square feet of preparation/serving/storage area at Little League Park and 470 square feet of preparation/serving area and 84 square feet of covered eating area at the Softball Complex. There are a total of four (4) restrooms at Little League Park and two (2) restrooms at the Softball Complex. The Concessionaire is responsible for the maintenance of this building including, but not limited to:

- maintaining sanitized, neat, clean restroom facilities for patrons.
- maintaining a safe, clean preparation/serving area.
- maintaining a clean, litter free eating area.

Request photos of the facility by sending an email to [bnelson@clarksvilleparks.com](mailto:bnelson@clarksvilleparks.com).

### **Visitation:**

The Board does not guarantee a specific number of visitors to Little League Park and the Softball Complex and accepts no responsibility for the lack of visitors for any reason.

### **Operating Schedule:**

The Concessionaire shall keep the concession open and available to patronage by the public in accordance with the following schedule. Any deviation from the schedule must be approved in advance and in writing by the Superintendent of Parks unless circumstances beyond the control of either party make it necessary to take emergency action. In emergency situations, the Concessionaire must report the circumstances in writing to the Superintendent of Parks at the earliest possible moment.

The minimum days and hours of operation shall be:

- Little League Park: League Play April – June; Monday through Friday 6:00 p.m. until 15 minutes after the end of the last game (approximately 9:00 p.m.) and Saturdays 9:00 a.m. until 15 minutes after the last game (approximately 6:00 p.m.) providing games are scheduled.
- Softball Complex: April – October; Monday through Friday 6:00 p.m. until 15 minutes after the end of the last game (approximately 9:45 - 10:00 p.m.) providing games are scheduled.
- **All weekends, April – October, as requested by the Parks Department at both locations.** Concessionaire will be given 48 hours prior notice to any weekend openings.
- The concession stands will not be required to be open on the occasion of cancellation of league play due to inclement weather or any other reason.

Posting of Operating Schedule:

The Concessionaire shall post the hours of operation in a place visible to the public.

Evidence of Ability:

The Concessionaire assures competence and financial ability to perform the work contemplated in the agreement and agrees, upon request, to furnish the Board with evidence of competency and financial ability before the granting of the agreement.

No Unnamed Partners:

The Concessionaire assures there are no unnamed partners legally interested in or having authority over the operation or management of the concession and further assures that the Concessionaire is the only person responsible for carrying out the duties as written in the agreement. The agreement is not assignable, either in whole or in part, nor shall it be sub-leased, or transferred by the Concessionaire.

Status of the Concessionaire:

The Concessionaire is not an employee of the Board or the Town of Clarksville. The agreement does not vest in the Concessionaire any title, tenure, or property belonging to the Board located on or around the premises to be occupied by the Concessionaire or anyone employed by the Concessionaire.

Contracts:

The Concessionaire may execute contracts or agreements as the manager of the business authorized under the terms of the agreement. The contracts or agreements must be worded so as not to obligate the Board or the Town of Clarksville. The Concessionaire shall indemnify, defend, and exculpate the Board or the Town of Clarksville and its employees from any liability that may accrue or be asserted against the Board under such contracts or agreements.

***C. Agreement Administration***

Scope of Agreement:

The concession granted under the provisions of this Agreement is as follows:

- The right to sell gift and souvenir items, foods, soft drinks, hot drinks, candies, and such items approved by the Indiana State Board of Health and consented to by the Board.
- If food sales are covered by this agreement, food may be prepared at the stand only if the Concessionaire equips the stand with the minimum facilities necessary for the safe preparation and service of foods. The installations must be approved by the Superintendent of Parks and the Indiana State Board of Health. All permits necessary for the preparation and sale of prepared food items must be attained at the expense of the concessionaire before said sales take place. Copies of all permits must be submitted to the Board.

Vending:

Vending type machines are prohibited by the Board and are not to be placed on the property by the Concessionaire or any employee of the Concessionaire.

### Quality of Merchandise:

The Concessionaire shall exhibit good taste in offering items for sale, which will reflect in a positive manner toward the Board. The Board reserves the right to remove any items during site visitations which the Board deems does not reflect a positive image for the Board.

### Prohibited Merchandise:

The Concessionaire, by the acceptance of the Agreement, is not to offer for sale prohibited merchandise. Prohibited items include, but are not limited to, those listed below. The Superintendent of Parks may add items to the list upon written notification to the Concessionaire.

### Prohibited Items:

- No alcoholic beverages (Town Ordinance 97-G-01) or any controlled substance.
- No tobacco products.
- No products containing glass or packaged in a glass container.
- No fireworks, exploding items, or noise makers of any kind.

### Cash Register and Tapes:

The Concessionaire shall furnish at least one (1) cash register equipped with the following cash control features:

- a. Cumulative, Non-Resettable Totals - originally designed, or mechanically adapted, with "tied-up" totals. Totals that cannot be reset with a key or otherwise.
- b. Audit Tape - shall include provisions for printing of total-to-date (sub-total) on itemized tape (Sales Journal).
- c. Sales Indication Window - visible from both sides.
- d. Closed-Drawer Operation - originally designed or mechanically adapted to closed-drawer operation only. Not convertible to open-drawer operation with a key or otherwise.

### Accounting Records:

The Concessionaire shall keep or cause to be kept accurate books, records, and accounts of its operations under the Agreement separate and apart from other operations. The Concessionaire shall make all reports concerning the operations available to the Board at such times as the Board may require.

Books and records of account shall be kept in a form and manner satisfactory to the Board. The Concessionaire's records of operation shall be open to inspection and audit by the Board and its designated representatives at all reasonable times during business hours. The right of inspection and audit shall exist during the term of the Lease Agreement and for a period one (1) year after the term of the Agreement.

### Monthly Reports:

By the eighth (8th) day of each month, the Concessionaire shall have in the Board's office a monthly report for the preceding calendar month showing all income, and the corresponding cash register tapes or receipts, whichever is appropriate to the operation. All overages and shortages shall be entered on the monthly report. All sums due to the Board shall be attached to the monthly report in the form of checks made payable to the Clarksville Parks Department.

### Utilities:

The Board will pay all reasonable utilities deemed necessary to operate the concession on a daily basis. Concessionaire must assure diligent energy conservation and must use all practical methods to conserve water and electric consumption.

### Taxes:

The Concessionaire shall pay all federal, state, or local taxes, assessments, or fees which are, or which may become, legally chargeable to the business operated under the terms of the Agreement.

### Advertising:

The Concessionaire is encouraged to conduct a balanced advertising effort directed at developing more business under the provisions of the Agreement. All contracts, scripts, texts, and layouts must be submitted to the Superintendent of Parks for written approval prior to execution or implementation.

The Concessionaire agrees not to advertise in any manner or form, on or about the premises, buildings, or space leased, or elsewhere, or in any newspaper or otherwise, except by means of signs or forms of advertising approved by the Board. The Concessionaire shall not employ or use any person known as “hawkers”, “spielers”, “criers”, or other noisemakers or means of attracting attention to the Concessionaire’s business.

#### ***D. Agreement Operation***

##### **Standard of Performance:**

The Concessionaire shall give the business daily personal supervision and shall operate the business under the Agreement according to law. The Concessionaire shall establish, maintain, and operate the concession in such manner as to provide the prescribed services to the public according to the best standards prevailing for a similar business.

The Concessionaire shall be present at the concession at all times that it is open for business or shall be represented by a responsible person.

Standards and rules for sanitation and safety, as established by the Indiana State Board of Animal Health, the State Board of Health, and the State Fire Marshal, shall be followed.

##### **Discrimination:**

The Concessionaire and sub-contractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions, or privileges or employment in any matter, directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, or ancestry. Breach of the covenant may be regarded as material breach of contract.

##### **Rates, Prices, Charges:**

Five (5) days before starting, the Concessionaire shall submit to the Superintendent of Parks for approval, a listing of the prices, rates, and charges proposed to use in the operation of this concession. The Concessionaire shall maintain on public display a neat and legible sign showing the approved prices, rates, and charges for the sale of goods. If practicable, such prices shall be no higher than prices charged for similar merchandise at other similar operations in the locality in which the Agreement is operated.

##### **Drug-Free:**

The Concessionaire hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace.

##### **Alcohol:**

At no time shall the Concessionaire or employees sell, display, store, or consume alcohol on the Agreement area. Failure to comply with this provision may result in immediate termination of the Agreement.

#### ***E. Maintenance***

##### **Sanitation and Cleanliness:**

The Concessionaire shall perform cleaning and janitorial services within the Agreement area. These services include, but are not limited to, the cleaning of all floors, windows, and fixtures, and the replacement of light bulbs. The Concessionaire shall collect and deposit, in approved sanitary containers for disposal by a Board representative, all garbage, waste, and debris from the building and grounds within and surrounding the concession. The Concessionaire shall keep the premises occupied under the Agreement in a clean and sanitary condition and in conformity with standards and rules for sanitation and public health. The Board will provide necessary toiletries such as toilet paper and hand soap.

The Concessionaire shall maintain standards of cleanliness that will reflect favorable public opinion on the Concessionaire and the Board. The Board may perform or have others perform the duties of the Concessionaire under this Section, if the Board determines the Concessionaire has failed to maintain an acceptable standard of cleanliness. The Concessionaire shall pay the cost of such work, whether performed by the Board or by others at the discretion of the Board.

If the Board determines the need for cleaning after the Concessionaire returns the facility, the Concessionaire must reimburse the Board for all costs incurred for such cleaning.

At the end of the season, the concessionaire shall:

- Have a professional service clean the grease trap at Little League Park.
- Have a professional service clean hood and duct system at Little League Park.
- Remove food, clean, unplug and prop open doors of refrigerators and freezers at Little League Park and the Softball Complex.
- Remove oil, clean, and restore fryers to new condition at Little League Park.
- Degrease, sandblast grates and restore charbroiler to new condition at Little League Park.

Maintenance of Buildings and Fixtures:

The Concessionaire shall maintain, keep in repair and redecorate, whenever necessary, the interior of the buildings and shall maintain and keep in repair all fixtures, furnishings, and equipment of the Department provided for use of the Concessionaire. The maintenance and repair of plumbing, heating, lighting, and other fixtures shall be done by the Board.

The Concessionaire shall keep all drainage and sewer lines serving the concession in working condition.

Supervision by Superintendent of Parks:

The Board is responsible for the general management of the area on which this concession is located. The day-to-day operation of the Agreement, with respect to the quality of service rendered, hours the concession is open, sanitation, concession building maintenance, cleaning and other operational matters as the Board may designate shall be determined by the Superintendent of Parks.

***F. Equipment and Supplies***

Conduct of Business:

The Concessionaire agrees to conduct and use the leased premises for no other purposes than those stated in this Agreement.

Equipment:

Some equipment is provided at both locations; however, the Concessionaire agrees to equip the concession stands at the Concessionaire's own expense with any items necessary to conduct concession business as agreed upon with the Superintendent of Parks.

Disposition of Equipment and Supplies:

Upon the termination of this Agreement for any reason, the Board, or any person designated by the Board, shall have the first option to purchase from the Concessionaire all on-hand supplies and equipment of the Concessionaire at the original cost or at their market value, whichever is less. However, the Board or such designated persons are not obligated to purchase such items.

Alteration of Equipment:

The Concessionaire shall not install, move, or alter any permanent or temporary equipment belonging to the Board in or about the concession area. The Concessionaire shall not modify water supply lines, waste lines, electric lines, or other utility, machinery, or fixtures except upon written permission from the Board. Any approved improvements shall become the property of the Board at the expiration of the agreement

***G. Employees***

Employment:

The Concessionaire shall employ such persons as may be proper to operate the business in accordance with state and federal labor laws. Personnel records shall be located at the concession or at another location as approved by the Board and open to Board inspection at any time during the Agreement term and for a period of one (1) year after the expiration date of the Agreement. Concessionaire must provide proof of clean background checks for each employee. Bidders/quoters are directed to Indiana Code 22-5-1.7 regarding e-verify and must comply with its provisions.

Moral Conduct:

The Concessionaire shall operate the concession in a business-like manner and must maintain a high standard of conduct with respect to associated properties. The Concessionaire shall prohibit the consumption of alcoholic beverages, discourtesy to guests, and other undesirable acts by his employees. Failure by the Concessionaire to take action to correct or stop such behavior may be considered a violation of this agreement.

Appearance:

Employees of the Concessionaire coming in contact with the public shall be neat and clean. Employees shall be identifiable by the public. Uniforms shall be approved by a representative of the Board.

Training:

To promote the facilities of the Board and to provide quality service to the public, employees of the Concessionaire must receive thorough training.

Parking:

The Concessionaire and all employees of the Concessionaire shall park in areas designated by the Superintendent of Parks. The designated parking area may be changed by the Board to facilitate construction or to protect the public or the property. The Board is not responsible for damage or theft to vehicles of the Concessionaire or the Concessionaire's employees.

***H. Bonds and Insurance***

Workers Compensation:

The Concessionaire agrees to be responsible for Workmen's Compensation Insurance for any and all of his employees.

Public Liability Insurance:

The Board agrees to maintain adequate insurance on the concession building during the term of this agreement. The Concessionaire shall maintain adequate insurance coverage for the contents of the concession facility, general liability for the concession and to include the Board of Parks and Recreation as co-insured on all liability coverage. The Concessionaire agrees to provide certificate of insurance of said coverage.

Termination:

If the Agreement is terminated before completion of the Agreement term, the Concessionaire shall vacate the premises within Seven (7) days of termination unless a lesser period of time is provided by court order.

Security Deposit:

A refundable security / damage deposit of \$500 is required.

**Proposal:**

Submit proposal in an opaque sealed envelop to the Clarksville Parks and Recreation Board at 2000 Broadway, Clarksville, IN 47129 by 4:30 p.m., February 1, 2012.

Sealed proposal must include:

- A brief summary of each similar operation past or present.
- The amount of compensation the Concessionaire is willing to pay the Clarksville Parks and Recreation Board either as a lump sum payment, a percentage of gross receipts, or a dollar amount per game (preferred). Concessionaire should quote separately for each complex.
- A statement of the proposed typical daily operation including staffing, menu, and pricing.
- Include name, address, and phone numbers of the person(s), corporation or organization submitting the proposal. If corporation or organization list names of officers and their position with address and phone number.
- Other pertinent information.
- Contact BJ Nelson Lynton at 812-283-5313 or [bnelson@clarksvilleparks.com](mailto:bnelson@clarksvilleparks.com) to schedule a tour of the facilities.