

premises due to bodily injury and death. This policy shall carry the COUNTY as an additional insured party. SAID PARTY shall provide COUNTY with written proof of ongoing coverage as required by this provision.

- 6) SAID PARTY shall pay to the COUNTY 15% of the gross income of all sales after sales taxes have been paid. This payment is due by the 15th of each month.
- 7) SAID PARTY shall have the aforementioned concessions available for all scheduled events in the park during the months of April through October. During the months of November, December, January, February and March, concessions shall be available as set forth by SAID PARTY. However, the park office must be notified by SAID PARTY of such dates/times.
- 8) The COUNTY shall notify SAID PARTY of all tournament schedules/teams upon the park's receipt of notification by the tournament sponsor. The park shall notify SAID PARTY of schedule changes made adding/canceling games if changes are made within 24 hours of game time. If games are added the same day they are to be played, the expectation to provide concession is upon SAID PARTY for these games.
- 9) For the soccer areas concession, SAID PARTY will provide concession for scheduled 2 or more games played at the same time and, or 3 or more games played consecutively.
- 10) SAID PARTY shall not provide any products or services that are in conflict with any other existing COUNTY contracts at Mike Miller County Park.
- 11) SAID PARTY shall utilize the computer-based financial management system, provided by the County, which provides accounting for every sale by the use of a daily inventory record. All sales shall be tracked and verified by this system and the daily register receipts. Any and all records shall be made available to the COUNTY upon request.
- 12) This Agreement shall be for a period of 5 years beginning March 2022 and terminating March 2027.
- 13) SAID PARTY may not assign any rights of this Agreement without the prior written consent of the COUNTY.
- 14) SAID PARTY shall carry proper property insurance for loss due to fire or the elements covering their items of personalty located on the premise. SAID PARTY shall provide COUNTY with written proof of ongoing coverage as required by this provision.
- 15) SAID PARTY shall conduct its business for legal purposes only, and any violation of this covenant shall be considered a material violation of the terms and conditions of this Agreement.
- 16) This is an exclusive rights agreement for SAID PARTY at the concessions locations described above. However, COUNTY retains the right to occasionally permit food trucks to operate within the park for special events, provided that the food trucks are to be located a reasonable distance away from any of the concessions locations described above.
- 17) Prior to acceptance of this agreement by COUNTY, the Park Director shall affirm that he/she has gone over the specific products and services, along with pricing, that SAID PARTY intends to provide under the terms of this Agreement, and that the products, services, and pricing are acceptable in his/her opinion.
- 18) SAID PARTY shall be exclusively responsible for ensuring that all applicable taxes are paid and shall indemnify and hold COUNTY harmless for same.
- 19) If SAID PARTY employs one or more persons, SAID PARTY shall provide COUNTY with ongoing written proof of required workers compensation coverage for the term of this Agreement.

20) At all times SAID PARTY shall be considered an independent contractor. COUNTY, nor any of its agents, officials, or employees, shall not be responsible for any damages of any type caused by the intentional, reckless, wanton, or negligent act of the SAID PARTY, or any of its agents or employees, and SAID PARTY shall indemnify and hold COUNTY harmless for same.

Dated this the 1 day of April, 2022.



KEVIN NEAL, JUDGE-EXECUTIVE

MARSHALL COUNTY FISCAL COURT