MIKE MILLER COUNTY PARK

OPERATION OF CONCESSIONS AGREEMENT

referre	an address of Marshall County Court House, Main Street, Benton, Kentucky, 42025, hereinafter ed to as "COUNTY" and "SAID PARTY" D/B/A MARSHALL COUNTY CONCESSIONS, having an address
of	, hereinafter referred to as "SAID PARTY".
	WHEREAS, the parties desire to enter into this Agreement for the operation of concessions at Aliller County Park in Benton, Kentucky, pursuant to the following terms and conditions, more larly set out hereinafter.
WITNE	SSETH:
1)	The COUNTY shall provide SAID PARTY the facilities located at Mike Miller County Park which include three (3) concession buildings: the main concession, the soccer area concession, and the Legion baseball field area concession. The COUNTY shall provide the following equipment: refrigerators, three (3) popcorn machines, freezers, three (3) microwaves, oven range, three (3) coffee machines, tea brewer, nacho cheese dispenser, roller grill, four (4) double basket fryers, two (2) griddles, three (3) electronic cash registers, deep freeze, and three (3) ice machines. See attached Amendment I for current models and/or serial numbers on the aforementioned equipment.
2)	The COUNTY shall provide all utilities for the operation of said concessions, including internet service. Telephone service shall be provided by SAID PARTY.
3)	SAID PARTY shall operate the concessions at Mike Miller County Park which shall include the following products and services:

- 4) SAID PARTY shall allow any representative of the Marshall County Fiscal Court, Marshall County Park Board, Health Department, or any other agency as so designated to conduct reasonable inspections upon demand.
- 5) SAID PARTY shall provide and maintain at least one million dollar (\$1,000,000) commercial general liability insurance policy against liability arising out of the use and operation of the

- 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 <u>15th</u> 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.
- 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 <u>5</u> years beginning March 202<u>2</u> 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 personality 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.

	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 _____ day of ________, 2022.

KEVIN NEAL, JUDGE-EXECUTIVE

MARSHALL COUNTY FISCAL COURT