

CONCESSION STAND CONTRACT

Made at **Conneaut, Ohio**, this _____ day of _____, 2024, by and between: **THE BOARD OF COMMISSIONERS, CONNEAUT TOWNSHIP PARK, PO Box 373, Conneaut, Ohio 44030-0373**, hereinafter referred to as **LESSOR**; and [individual name(s)], dba [business name], [address], hereinafter referred to as **LESSEE**, do hereby agree as follows:

[1] **LESSEE** shall be under contract to **LESSOR** for the operation of one **CONCESSION STAND**, located in the **Conneaut Township Park, 480 Lake Road, Conneaut, Ohio 44030**, for the **TERM** beginning **May 1, 2024**, and ending **October 31, 2024**.

[2] The **CONCESSION STAND** shall be open to the public on or before the **Memorial Day Weekend** and shall remain open at least through the **Labor Day Weekend**.

[3] **LESSEE** shall open said **CONCESSION STAND** each day no later than **11:00 a.m.**, and close each day no earlier than **7:00 p.m.**, weather permitting and close no later than one half hour before dusk (**Park Closing Time**). On a night of community fireworks, **LESSEE** shall close no later than **10:00 p.m.**

[4] **LESSEE** shall pay to **LESSOR** as **RENT** for said **CONCESSION STAND**, the sum of **TWO THOUSAND DOLLARS (\$2,000.00)** for the 2024 season with equal payments of **ONE THOUSAND DOLLARS (\$1,000.00)** due on or before **May 1, 2024**, and **July 15, 2024**. **LESSEE** may not assign, sub-contract or sub-lease any part of this contract without the consent of **LESSOR**. **LESSEE** understands that this contract does not give sole and exclusive rights to concessions throughout the Park during special events, and that **LESSEE** is responsible to pay the same fees as other vendors should **LESSEE** participate in these special events throughout the Park, as the above rent only covers the concession stand facility on a month-to-month basis, not special events.

[5] **LESSEE** shall sell and dispense goods at its discretion, **excluding intoxicating liquors, spirituous, vinous, or fermented**.

[6] **LESSEE** shall pay to **LESSOR** as security deposit, the sum of **Five Hundred Dollars (\$500.00)**, due immediately. Said security deposit shall be returned to **LESSEE** at the termination of this contract, providing **LESSEE** leaves the premises clean and in the same condition as found at the onset of this contract.

[7] In addition to the outside counter areas, etc. **LESSEE** shall provide employees to clean up the **tables** provided on the **perimeters** of the **CONCESSION STAND**, and **any other tables or areas used by their patrons during regular business hours**. **LESSEE** shall be responsible for the **emptying and disposing of any garbage or trash in the trash cans servicing the**

CONCESSION STAND, and this should be done **daily and at the end of the day**. *LESSEE* shall be responsible for **appropriate and secure bagging of all garbage and trash** and store in designated area as instructed by **SUPERINTENDENT** for pickup by **PARK STAFF**. **PARK STAFF** will transport *LESSEE'S* appropriately and securely bagged garbage and trash to the **PARK** dumpster. *LESSEE* shall **at no time** store any rubbish in said **CONCESSION STAND** building overnight.

[8] *LESSEE* shall be responsible for the cleaning and maintenance of the hood and stack; the annual ansul inspection; the HVAC system; the freezer; the cooler; as well as anything located inside the building such as light bulbs, plumbing, electric, etc., and provide *LESSOR* with verification of same. *LESSEE* shall be responsible for appropriate disposal of all grease. **SUPERINTENDENT** will provide a check list to *LESSEE* and same will be verified at a season year end walk-around with **SUPERINTENDENT**.

[9] Any renovations must be presented to the Superintendent first for *LESSOR* approval.

[10] *LESSEE* shall use only appliances requiring electricity and/or natural gas for operation. No propane or other fuel will be permitted.

[11] *LESSEE* shall be responsible for the **electric bills** at the **CONCESSION STAND**, transferring said electricity to its name for the duration of the season. **Natural gas** at the **CONCESSION STAND** is billed to the **PARK** and it includes the **entire building**. *LESSEE* shall be responsible for the natural gas bills for the **entire building** during contracted **TERM** beginning **May 1, 2024**, and ending **October 31, 2024**. **FISCAL OFFICER** shall submit monthly natural gas bills to the *LESSEE* for reimbursement.

[12] *LESSEE* shall abide by the laws of the **State of Ohio** concerning employees of the **CONCESSION STAND** and **Workers' Compensation** coverage, etc.

[13] *LESSEE* shall purchase personal **Liability Insurance Coverage** with the following amounts required: **\$2,000,000 General Aggregate Limit (Other Than Products/Completed Ops); \$1,000,000 Products/Completed Operations Aggregate; \$1,000,000 Each Occurrence Limit; \$2,000,000 Fire Damage Limit any one fire**, and save *LESSOR* (**Conneaut Township Park and its Board of Commissioners**) harmless from any incident(s) occurring at said **CONCESSION STAND**, and prior to operation, shall provide *LESSOR* proof of coverage by means of a *Certificate of Liability Insurance* naming *LESSOR* (**Conneaut Township Park and its Board of Commissioners**) as an **additional insured**, and signed by an **Authorized Representative of the insurance company**.

[14] *LESSEE* agrees to be responsible for the distribution of various recreational equipment necessary for activities throughout the Park such as volleyball, bocce, horseshoes, shuffleboard, pickleball, etc. *LESSEE* agrees to **obtain and hold the driver's license** of the person obtaining

said equipment until such time as it is returned, and to instruct all employees on the proper procedure for distributing equipment. In the event the said equipment is not returned, **LESSEE** will immediately give the party's **driver's license** to the **Park Superintendent** for prosecution. **LESSEE** will be invoiced by **LESSOR** for all missing recreational equipment for failure to adhere to these procedures.

IN WITNESS WHEREOF, the **LESSOR** and **LESSEE** hereunto set their hands this _____ day of _____, 2024.

CONNEAUT TOWNSHIP PARK
LESSOR

LESSEE

BY: _____
DANIEL A. SULLIVAN, JR., PRESIDENT

BY: _____
MICHAEL J. SMITH, VICE-PRESIDENT

BY: _____
JEFFREY MYERS, COMMISSIONER

Received from Lessee:

- 1) \$500.00 Security Deposit
- 2) Copy of Food Service License
- 3) Copy of Vendor's License
- 4) Proof of Liability Insurance Coverage
Naming Lessor as an additional insured
- 5) Proof of Annual Ansul Inspection

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____