Bryant Parks and Recreation Department
FOOD SERVICES MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into on December 20, 2022 by and between the CITY OF BRYANT PARKS AND RECREATION DEPARTMENT, doing business at 6401 Boone Road, Bryant, Arkansas (hereinafter called "THE CITY AND/OR THE DEPARTMENT"), and SCOTT HILL, doing business at HGCF, 1114 Hunter Lee Dr., Bryant, Arkansas (hereinafter called "CONCESSIONNAIRE".)

WITNESSETH THAT:

1. ENGAGEMENT OF CONCESSIONNAIRE; EFFECTIVE DATE: THE CITY hereby engages CONCESSIONNAIRE, on an exclusive basis, to provide certain concession services (the "Services") more specifically set forth in this Agreement. Such Services are to be performed at such locations as are mutually agreed by THE CITY and CONCESSIONNAIRE. The effective date of this Agreement is January 1st, 2023 (the "Effective Date").

2. FACILITIES AND EQUIPMENT:

A. The Center at Bishop Park

a. The Center at Bishop Park is host to basketball league games and numerous weekend basketball tournaments.
b. Basketball league operations shall consist of providing food and beverage services on Saturdays from 8am to 6pm from January 7, 2023 - March 4, 2023.
c. Basketball tournament operations shall consist of providing food and beverage services at scheduled events. Concessionaire would be notified of a scheduled event no less than two (2) weeks in advance.
d. Concessionaire is required to provide beverage services at minimum until the beginning of the last scheduled game.
e. Equipment present:1 cooler, 1 refrigerator, 1 hot dog roller, 1 freezer, 1 oven, 1 warmer, and 1 microwave.

B. Bishop Park Baseball Fields

a. The Baseball Fields at Bishop park host various league games throughout the week and several tournaments on weekends.
b. Baseball Spring league operations shall consist of providing food and beverage services on Monday, Tuesday, Thursday, and Friday (with potential make up games scheduled on Wednesdays) during scheduled games from March 2023 to June 2023.
c. Baseball Fall League operations shall consist of providing food and beverage services on Tuesday Evenings and Saturday mornings from September 2023 to October 2023 during scheduled games.

d. Baseball tournament operations shall consist of providing food and beverage services at scheduled events. Concessionaire would be notified of a scheduled event no less than two (2) weeks in advance.
e. Concessionaire is required to provide beverage services at minimum until the beginning of the last scheduled game.
f. Equipment Present: 2 coolers
    i. The DEPARTMENT agrees to provide the following equipment prior to March 1, 2023:
        1. Hot Dog Roller
        2. Popcorn Machine
        3. Warming Drawer

3. CONCESSIONAIRE RESPONSIBILITIES:

A. Concessionaire shall pay for all products and supplies associated with concession operation, and shall collect, own, and account for all receipts from the sale of the merchandise.
    a. Bryant Parks/Pepsi Disclaimer: Concession must purchase Pepsi Company beverages from The Department. This includes all sodas, sports drinks and waters.
B. Concessionaire shall provide a proposed menu with pricing to The Department.
C. Concessionaire shall furnish, install, and maintain at their expense all furnishings and equipment necessary to provide the services described herein, with the exception of equipment previously listed. Concessionaire shall maintain all equipment in a state of repair and condition satisfactory to The Department. Trade fixtures installed by Concessionaire shall remain the property of Concessionaire notwithstanding utility and other connections.
D. Concessionaire shall be responsible for normal inspections of all equipment located within the Concession area, whether it is owned by the Concessionaire or The Department.
E. Concessionaire shall at all times keep the concession area, including adjacent areas, neat and clean. Litter, trash and garbage generated by the operation shall be collected, sorted by recyclable and non-recyclable, bagged and placed in prescribed containers in a location designated by The Department.
F. Concessionaire shall provide janitorial services in those areas or spaces it occupies or may occupy in performance of the contract. Areas and spaces include food preparation sites and storage rooms. Tables and counters incident to the operation shall be kept clean at all times.

G. Concessionaire shall employ personnel in sufficient numbers to properly operate the concession and satisfactorily serve the public. Personnel shall be dressed and groomed neatly and professionally, and maintain appropriate standards of cleanliness.

H. Concessionaire must provide equal employment opportunity. During the performance of this contract, Concessionaire agrees as follows; Concessionaire shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. Concessionaire shall take affirmative action to make sure those applicants that are employed and that employees are treated during employment without regard to the race, creed, color, national origin or sex. Such action shall include but not be limited to the recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training during apprenticeship. In the event of Concessionaire's non-compliance with the provisions of this clause, this contract may be canceled, terminated or suspended in whole or in part and Concessionaire may be declared ineligible for further Department contracts. The rights and remedies of the county provided in this paragraph shall not be exclusive, but are in addition to any remedies provided in this contract or as provided by law.

I. Concessionaire shall comply with State, County, and Municipal ordinances pertaining to merchant's food handling services. Regulations of the Saline County Health Department concerning the handling and preparation of food shall be observed. Concessionaire shall pay all licenses, fees, and taxes that may be imposed by any Federal, State and Municipal authority on the Concession Operation.

4. PAYMENT AND ACCOUNTING:

- The Department will invoice Concessionaire $54 for each case (24 drinks) of sodas, $48 for each case (24 drinks) of Gatorades and $42 for each case (24 drinks) of Aquafina water received by Concessionaire for resale. Concessionaire will have 30 days upon receipt of invoice to pay for drinks.
- Accompanying the various payments to The Department shall be a Sales Report prepared by Concessionaire certifying the total gross receipts for the calendar month. Such statement shall list each day's gross receipts. Recording of all over-the-counter sales shall be made by Concessionaire on recording type POS system acceptable to The Department. Copies of POS system sales report shall be kept for one year and shall be provided to The Department upon request.
- Acceptance by The Department of any statement of payment shall not prevent The Department from thereafter receiving payment adjustments by reason of errors or omissions in any of said statements.
- The Department will not receive any portion of proceeds from food sales.

5. INDEMNIFICATION:

Concessionaire shall indemnify, defend and hold harmless City of Bryant, its elected and appointed officials, employees, agents and volunteers from and against all claims, damages, losses and expense, including but not limited to attorney's fees arising out of or resulting from the performance of Concessionaire's use of premises, provided that any such claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from and only to the extent is caused in whole or in part by any negligent act or omission of Concessionaire, anyone directly or indirectly employed by Concessionaire or anyone for whose acts Concessionaire may be liable, regardless of whether or not it is caused in part by The Department.

6. TERMS AND CONDITIONS:

A. The term of this contract shall be for one (1) year from January 1, 2023 to December 31, 2023. In consideration of faithful performance by both parties, The Department may, if mutually agreed upon with Concessionaire, extend the contract for a one-year period under the same terms and conditions. Such an extension must be agreed to in writing by November 1 of the year preceding year of renewal.

B. The Department may terminate this contract if Concessionaire has failed to comply with the provisions of this contract. The Department shall notify Concessionaire in writing of specific violations. Concessionaire shall respond with appropriate corrective actions within ten (10) days to make specified corrections to the satisfaction of The Department. If Concessionaire fails to make specified corrections to the satisfaction of The Department, The Department shall, by written notice, notify Concessionaire that this contract has been terminated.

C. Either party may terminate this agreement for any reason during the duration of this contract, with a 60 day notice.

City of Bryant:	Concessionaire:
_____	Scott Hill
Name	Name
_____	Owner
Title	Title
_____	SH
Signature	Signature