



Town of Indian Trail Parks & Recreation Department

To: Potential Vendors

Subj: Initial requirements to qualify concessionaires

The following information is required to evaluate potential concessionaires:

- Commercial general liability – Provide a current copy of a certificate of insurance showing coverage for \$1,000,000.00 or more including personal & advertising and products-comp/operations naming the Town of Indian Trail as the **additional insured with a ten (10) day cancellation notice**. Town of Indian Trail Parks & Recreation Department must also be listed as the certificate holder.
- Automobile liability - Provide insurance with a limit of not less than \$1,000,000 per occurrence combined single limit each occurrence for bodily injury and property damage liability covering all owned, non-owned and hired vehicles.
- Current copy of vehicle registration card.
- Current copy of a Health Department Permit, if applicable for prepared foods for pushcarts or mobile food units.
- Copy of menu and price list.
- Color picture of push cart, mobile food unit or vending unit.

Failure to provide any/all of the information listed above or to maintain current insurance, licenses and/or permits will disqualify concessionaires.

Once all information is received and evaluated for accuracy, potential concessionaires are added to the Department's Approved Vendor List. Staff can schedule vendors from the Department's Approved Vendor List. Please email all information to hpk@indiantrail.org or call 704-821-8114.

If vending opportunities exist, a standard concession contract must be executed between the Town and the potential vendor.

Thank you
Hayden Kramer



Town of Indian Trail Parks & Recreation Department
CONCESSION AGREEMENT

The Town of Indian Trail Parks & Recreation Department (Town) and _____ (Concessionaire) hereby enter into this agreement for the operation by a concessionaire of Concessions for a Town event or special event taking place in an Indian Trail Park.

The Concessionaire agrees to operate the concession stand in good faith and in accordance with the conditions listed below:

The Concessionaire shall:

1. Ensure the concession operations shall meet all requirements as set forth by the State of North Carolina Department of Environment and Natural Resources for Limited Foodservice Establishments. It is the responsibility of the Concessionaire to insure that the facility meets the guidelines for Limited Food Service Establishments.
2. Agree to accept all responsibility and liability regarding the Foodservice operation. This responsibility includes but is not limited to, proper cleaning and sanitizing of the concession stand and all utensils, as well as, properly preparing, handling and storing all food items so as not to propose a health risk to the general public.
3. Agrees to obtain all appropriate permits from the appropriate departments, including the Union County Health Department, prior to operation.
4. Provide all equipment, supplies, items and articles necessary for provision of concession sales.
5. Not hold the Town of Indian Trail or any of its employees responsible in the event of injuries to persons who operate the concession stand.
6. Hold the Town of Indian Trail harmless for any and all losses or damages to equipment and supplies that occur at the concession stand as a result of theft, vandalism, or by any other means; as well as any person raising a claim against the Town for reasons associated with the concession operation.
7. Pick up Trash in and around the immediate concession area.
8. Remove of all concession garbage to a trash tub at the conclusion of each day of operations.
9. Maintain equipment in good appearance and working condition and repair at no cost to the Town.
10. Keep a fire extinguisher in the concession area at all times.
11. Not sell any items to be made that are of glass containers.

12. Provide concession services in a manner that adequately serves the total abled/disabled public wishing to utilize the service. Discriminatory methods of operation will not be tolerated.
13. Notify the Town if the need arises to cancel scheduled services at least fourteen (14) days prior to the service date(s). The Town may elect to obtain service from another vendor for that time period with no recourse from the concessionaire.
14. Conform to and abide by all park/usage policies, Town ordinances, all state and federal laws and regulations that are applicable to public park concession sales, and instructions from the Parks & Recreation Director.
15. Concession workers coming in contact with the public should be courteous, polite and helpful to the park and concession patrons; concession workers should not be minors unless directly supervised by an adult concession worker. The Concessionaire shall require that employees dress appropriately to provide food and beverage service to park patrons and shall ensure that its employees are courteous and respectful to park patrons at all times.
16. The Concessionaire shall submit a list of all products for sale with prices to the Parks & Recreation Director with his/her proposals and for approval prior to usage. Any change in pricing proposed during the contract must be approved by the Director. The Town of Indian Trail Parks & Recreation Department has the right of final approval of menu and pricing. The Town reserves the right to cancel the contract of any Concessionaire charging prices deemed unreasonable.
17. Must provide material safety data sheets (MSDS) for all cleaning or cooking chemicals or products that may contain hazardous materials (If applicable).
18. Agree to purchase and maintain at its own expense during the term of this contract the following insurance covering its operation, a copy of which is to be provided with the initial proposal to the Town:
 1. General Liability – Bodily and property damage liability as shall protect the Concessionaire and any subcontractor performing work under this contract from claims of bodily injury and property damage which arise from the operations of this contract whether such operations are performed by Concessionaire, any subcontractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than one million dollars (\$1,000,000.00) bodily injury each occurrence/aggregate, or one million dollars (\$1,000,000.00) property damages each occurrence/aggregate, or one million dollars (\$1,000,000.00) bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability.
 2. Commercial concessionaires shall have Commercial General Liability with the same amounts and coverage listed in Item 1 (above).
 3. Commercial concessionaires shall also have Workers Compensation insurance in the amount and form to meet all applicable requirements of the laws of the State of North Carolina.

The Town:

1. Will provide all available utilities (If applicable) including power and water at no charge to the Concessionaire for the duration of the agreement as set forth above.

2. Will provide Concessionaire with schedules of all games and special events during the time of the contract. Notification of rescheduled games/events and tournaments will be given to the Concessionaire as soon as dates are confirmed.
3. Reserves the right to conduct random, unscheduled inspections and/or to request a financial report of concession operations at any time deemed necessary.
4. Reserves the right to order the removal of any item sold or kept for sale that is judged to be inappropriate by the Town.

Payment

1. Payment to the Town is to be made two weeks prior to the event. A FLAT FEE of \$30 per event, per food vendor (with the exception of Family Fun Day, fee of \$75). Alcohol Vendors will be charged a FLAT FEE of \$60 per event, per alcohol vendor (with the exception of Family Fun Day, fee of \$100).
2. Food vendors that have not paid will not be permitted to set up and sell during the event.

OBLIGATION AND INDEMNITY

1. Neither party shall be held responsible to the other for losses resulting from fire, flood, ice snow, Act of God or any cause not within the control of the party whose performance is interfered with and which by the exercise of reasonable diligence the party is unable to prevent.
2. The Concessionaire agrees to indemnify and hold harmless the Town from any and all liability incurred, and will take up and defend any litigation arising from, any injury or damage to any person or firm resulting from any negligent or willful act or omission of the concessionaire, its agents or employee

By signing below, both parties indicate that they have read and agree to abide by the terms listed above to the best of their abilities. This agreement will become null and void with written consent by both parties.

TERMS OF THE CONTRACT: This contract begins on **January 1, 2020 and ends on March 1, 2021.**

CANCELLATION OF CONTRACT

The Town reserves the right to terminate this contact immediately for any of the following reasons:

1. Inaccurate reporting and/or failure to report sales revenue and submit proper percentages or fees to the Town.
2. Opening the concession area for events later than specified in this contract or closing the concession area earlier than stated in this contract.

3. Failure to properly serve a scheduled or assigned event previously agreed upon by Concessionaire or opening too late and/or closing too early as determined by the Parks & Recreation Director.
4. Failure to pay the flat fee in the time provided prior to the event.
5. Detrimental behavior of concessionaire employees or other factors that are deemed to negatively impact the safety and well being of patrons, property or service of the Town.
6. Failure to comply with any aspect of this agreement.

SIGNATURES:

Official Representative Town of Indian Trail Parks & Recreation Department (Town)	Date	Official Representative (Concessionaire)	Date