

Concession Stand Use Agreement for Nassau County Facilities

THIS CONCESSION AGREEMENT (the "Agreement") is made as of this _____ day of _____ (the "Effective Date"), by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY**, a political subdivision of the State of Florida (the "County"), and _____ (the "User"). This Agreement is in addition to any existing Facility Use Agreement.

WHEREAS, the County owns a public park known as _____ (the "Property");
and

WHEREAS, the User has requested that it be allowed to use a concession stand (the "Concession Stand") located on the Property; and

WHEREAS, the County desires to allow the User to use the Concession Stand, subject to certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants herein, the County and the User agree as follows:

1. **Permit.** The County hereby grants the User the non-exclusive use of the Concession Stand, subject to the terms and conditions of this Agreement, for the purpose of selling concessions during regularly scheduled league games for the term of this Agreement. The Concession Stand may be operated by the User, through its agents, officers, employees, volunteers, and members. Notwithstanding the foregoing, the County reserves the right to use and to allow use of the Concession Stand by other entities or users when it is not being operated by the User.
2. **Condition of the Property.** During the entire term of this Agreement, the User shall maintain the Concession Stand in substantially the same condition as it was in on the Effective Date, with the exception of normal wear and tear. No improvements or alterations are permitted without the submission of a Facility Modification Form and prior written approval by the County.
3. **Interior.** The User shall maintain the interior of the Concession Stand, including but not limited to all appliances and equipment necessary for the storage, preparation, or serving of food and drinks, in a clean and sanitary condition at all times.
4. **Repairs and Maintenance.** At the beginning and end of the term of this Agreement, the User and the County shall conduct a full walkthrough of the Concession Stand to determine any needed repairs or maintenance. The County shall memorialize the findings of the walkthrough in writing, including any needed repairs and

maintenance. A copy shall be provided to the User by Parks & Recreation Director. Any and all costs associated with the repairs and maintenance shall be the responsibility of the User. In the event the Concession Stand is being operated by more than one User during the term of this Agreement, said repair and maintenance costs shall be shared equally by ALL USERS utilizing the Concession Stand, unless the County determines that the needed repairs and maintenance are a result of negligence of the User, the User shall be solely responsible for the costs.

5. **Property Inspections.** The County shall conduct periodic inspections of the Concession Stand and shall issue a follow-up report to the User. In the event the County determines that the User is in violation of one (1) or more provisions of this Agreement, the User shall have fourteen (14) days from the date of the follow-up report to cure any deficiency(ies). If the User receives two (2) or more follow-up reports containing one (1) or more deficiencies, the County may terminate the User's current permit and deny the User's application for future permits.
6. **Compliance with Other Laws.** The User shall comply with all applicable Federal, State and local laws, regulations, directives, ordinances, guidelines and codes, including but not limited to state and county regulations governing the public sale of food and drink.
7. **Routine Cleaning and Annual Inspections.** The County routinely schedules for hood cleaning and annual system inspections of the Property. The cost of these services will be equally divided among each of the Users of the Property during the calendar year.
8. **Ice Machine.** The User shall be solely responsible for the replacement of the filters for any ice machine(s) located on the Property. The User shall also be solely responsible for any costs associated with maintaining proper refrigeration of the ice machine(s).
9. **Refuse.** The User shall properly dispose of all refuse of any kind generated by its use of the Concession Stand. Refuse must be placed in receptacles provided by the County and placed at a designated site for pick-up. The User shall properly dispose of grease, lipids, oils, or any like substance, according to applicable Federal, State and local laws, rules, regulations, ordinances, codes, directives and guidelines, and shall not allow these substances, or any other refuse, to enter any sink, toilet or piping.
10. **Debris.** The User shall make every effort to assist the County in keeping the Concession Stand and the surrounding area free from debris and litter. Any debris, including cardboard boxes, must be disposed of properly and shall not be placed on top of or around the provided waste receptacles. If an item does not fit in the provided receptacle, the User shall remove the item and dispose of it at another location.
11. **Winterizing.** The County shall perform any needed off-season winterizing of plumbing fixtures. If weather conditions necessitate winterizing during the term of this Agreement, the County will notify the User in writing as soon as possible.
12. **Appliances.** The User shall keep only the essential appliances plugged in during periods the Concession Stand is not actively being operated. The User shall ensure that all appliances are unplugged, and associated water lines are unhooked during the off-season. Storage of any kind is prohibited in and around irrigation controllers and electrical breakers.

13. **Hazardous Materials.** The User agrees and represents that it shall not store or dispose of on the Property any hazardous or toxic materials, or foreign substances, as defined by Federal, State or local law. The User hereby further agrees that it shall indemnify and hold harmless the County for any injury, loss, costs, fines, penalties, and/or damages arising out of the User's failure to comply with this provision. The indemnification provision of this paragraph shall survive the termination of this Agreement.
14. **Security.** The User is responsible for the security of the Concession Stand. The County is not responsible for the loss or theft from the Concession Stand of any property belonging to the User. The User is responsible for securing any insurance for the contents of the Concession Stand and for paying the associated insurance premiums.
15. **Vehicles.** Delivery trucks and other vehicles may only enter the park or concession areas on designated service drives leading directly to the Concession Stand. At fenced facilities, delivery trucks and other vehicles are prohibited from pulling inside the fenced-in area.
16. **Term and Termination.** The term of this Agreement begins on the Effective Date and ends on _____. However, either party may terminate this Agreement upon twenty-four (24) hours' prior written notice to the other party. Notwithstanding the foregoing, the County may immediately terminate this Agreement if the County, in its sole discretion, deems such termination necessary to protect the public health, safety, or welfare.
17. **Indemnification.** The User shall supervise and guard against any negligence, gross negligence, willful or wanton acts while operating and conducting all activities on the Property and shall, to the fullest extent permitted by law, indemnify and hold harmless the County, its agents and employees, from and against all claims, damages, losses and expenses (including attorneys' fees) directly caused by the negligence, gross negligence, willful and/or wanton acts of the User during its use of the Concession Stand, including but not limited to claims for injury to the person or property of any employee, agent, or volunteer of User or any third party. This provision is in addition to any other indemnification provided for in this Agreement and shall survive the termination of this agreement.
18. **Insurance.** At all times during the term of this Agreement, the User shall maintain in full force and effect such comprehensive general liability insurance with limits of no less than One Million Dollars (\$1,000,000) for any one occurrence. The aggregate for bodily injury, personal injury and property damage liability and products liability insurance shall be in the amount of no less than One million Dollars (\$1,000,000) with such deductible acceptable to the County. The User shall provide the County with a copy of the Certificate of Insurance displaying the appropriate limits. The Certificate of Insurance must contain the following information as an additional insured for the term of this Agreement:

Nassau County Board of County Commissioners

96135 Nassau Place, Suite 1

Yulee, Florida 32097

19. **Concessionaire.** In the event the User desires to utilize an outside food concessionaire, the concessionaire must execute a separate Concession Stand Use Agreement for Nassau County Facilities. The concessionaire must meet all of the terms and conditions contained within the agreement and provide the County with proof of insurance and copies of any permits obtained by the State and/or Local Government.
20. **Propane Tanks.** The User is prohibited from storing one (1) or more propane tank inside the Concession Stand.
21. **Use of Grills.** The User is prohibited from using a grill inside the Concession Stand. The User may use a grill outside of the Concession Stand, but must implement proper safety precautions to reduce the risk of fire and preserve the health, safety and welfare of the public.
22. **Alcoholic Beverages.** The User shall not be permitted to sell beer, wine, or any other alcoholic beverages, tobacco products, fireworks, sparklers or any illegal substances at the Concession Stand or on the Property.
23. **Waiver.** Except as may otherwise be specifically provided by this Agreement, failure of either the County or the User to require performance of any of the provisions of this Agreement shall not limit either party's right to enforce the provision, nor shall any waiver of any breach of any provision be construed as a waiver of the provision itself or any other provision.
24. **Notices.** All notices hereunder shall be provided in writing by certified mail, postage prepaid, at the following addresses:
County: Nassau County Parks and Recreation
45195 Musselwhite Rd., 32011
User: _____
25. **Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Florida, and the parties agree that the venue for the resolution of any disputes will be in the courts of the State of Florida located in Nassau County.
26. **Severability.** If any term or provision of this Agreement is determined by a court to be invalid or unenforceable, such finding will not affect the remaining terms and provisions of this Agreement, which shall remain in full force and effect.
27. **Modification.** This Agreement may not be waived, modified or amended, unless in writing signed by both parties hereto.
28. **Assignment.** The User shall not make any assignment or transfer of any of its rights, obligations or duties to a third party without the express written permission of the County.

The _____ (User) and the County, having read and agreed to all of the terms, hereby execute this Agreement to be fully bound.

BY: _____

Date: _____

USER Title: _____

BY: _____

Date: _____

Nassau County Parks and Recreation
Director or Designee