



Parks and Recreation Concessionaire Application

Important: Fill out this form completely, accurately, & legibly. Incomplete applications will not be considered.

Business/Organization Name

Contact Person

Mailing Address

City, State, & Zip

Federal Identification / Social Security Number

Phone (Day): _____ *(Evening):* _____

Fax: _____ *E-Mail:* _____

Type of vending unit:

Tent Trailer Truck Push Cart Other _____

Unit Measurements: Length: _____ *Width:* _____ *Height:* _____

Total Square Footage Requested: _____ (Sq. Ft. = Length x Width)

(Important: Measurements must include ALL SPACE required. Length is side from which selling is done, width is the depth of the unit, and height is how high the unit is, including decorations.)

Power Requirements: Voltage: _____ *Amperage:* _____

To provide service at Moses Lake Parks & Recreation events, you must:

1. Meet all Grant County Health District requirements and obtain necessary permit(s).
2. Obtain permit from Moses Lake Parks & Recreation Department as a qualified vendor.
3. Meet City liability insurance requirements (see next page for specifics).

CONCESSIONAIRE CONTRACT

This Moses Lake Parks & Recreation Concessionaire Contract is made and entered into by and between Moses Lake Parks & Recreation Department (*City*) and _____ (*Concessionaire*). This agreement shall become effective upon signing and shall remain in effect until the specified termination date. In consideration of the mutual promises and conditions herein and in recognition of Concessionaire's role as an independent contractor and not an employee of *City*, *Concessionaire* and *City* agree as follows:

I. DUTIES OF CONCESSIONAIRE:

- A)** The Concessionaire shall provide all equipment, items and articles necessary for the conduct of its business.
- 1.** The City has signed an exclusive soft drink agreement. Concessionaire will be contractually obligated to sell exclusive product during event hours.
- B)** The Concessionaire shall provide and maintain the necessary inventory required to satisfy public demand. All food products sold or kept for sale by the Concessionaire shall be first class in quality and conform to all applicable Federal, State, County and City laws, ordinances, and regulations in all respects.
- C)** The Concessionaire is responsible for maintaining a first class appearance of his/her area/apparatus. Less than such first class will not be acceptable. Front/rear/sides must be equally presentable.
- D)** The Concessionaire shall not offer for sale any adulterated, misbranded, or impure articles. No items shall be sold in glass containers. All food items shall be stored and handled in accordance with all Health District and State Department of Health rules.
- E)** The Concessionaire shall submit a listing of food offered for sale during the term of the contract. Include portion size and the price of each product.
- F)** The Concessionaire shall not sell nor distribute tobacco products or alcoholic beverages, including beer, wine, and spirituous liquors.
- G)** The Concessionaire shall not sell or distribute any nonfood items. Any concessionaire who does not meet this requirement will be removed from the event grounds immediately.
- H)** The Concessionaire is responsible for transporting and eliminating his waste/refuse/unused propane. **Under no circumstances should it be released at the event location.**
- I)** The Concessionaire shall ensure that all employees maintain appropriate attire.
- J)** The Concessionaire shall abide by all applicable Grant County and City of Moses Lake rules, regulations, instructions, and ordinances.
- K)** The Concessionaire shall hold a valid permit from the Grant County Health District if food and/or beverages requiring such a permit are to be sold.
- L)** The Concessionaire shall display the official Grant County Health District permit in full view of the public at all times during the operation.
- M)** The Concessionaire shall display a price list of goods sold in full view of the public at all times during the operation.
- N)** The Concessionaire shall not sublease or transfer this contract or vending permit to any other party without prior written permission of the City.
- O)** The Concessionaire shall notify the City of the need to cancel scheduled services at least 14 days prior to the event's date(s).
- P)** The Concessionaire agrees to conform to all of the Duties of the Concessionaire.

Q) No Concessionaire will sell or promote their products beyond their assigned area.

II. INDEMNITY AND INSURANCE

A) The Concessionaire shall indemnify and hold harmless the City of Moses Lake, its agents, and employees and assigns from and against all losses, costs, damages, expense, and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person, or damage or destruction to property, real or personal, arising directly or indirectly from operations, products, or services rendered, directly or indirectly under this contract.

B) The Concessionaire agrees to purchase and maintain during the term of this contract with an insurance company acceptable to the City, and authorized to do business in the state of Washington, the following insurance:

1. Automobile bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$100,000 each person, \$300,000 each occurrence bodily injury liability and \$50,000 each occurrence property damage liability.
2. Comprehensive general liability bodily injury and property damage liability insurance from claims which arise from operations related to this contract. The amounts of each insurance shall not be less than \$2,000,000 bodily injury and property damage liability from each occurrence/aggregate. This insurance shall include coverage for products/operations and contractual liability assumed under the indemnity provisions of this contract.
3. The Concessionaire shall provide certificates of such insurance to the City not less than 30 days prior to the setup of its area/apparatus, and said **certificates shall name City of Moses as additional insured and include an endorsement.**

III. RIGHTS RESERVED BY THE CITY

A) The City reserves the right to grant, deny or revoke concession contracts and permits before and during events.

B) The City reserves the right to select the location(s) at events that the Concessionaire will be permitted to sell his/her product.

C) The City reserves the right to conduct random unscheduled inspections of Concessionaire's vending spaces/apparatus.

D) The City reserves the right to order the removal of any item sold or kept for sale for any reason at any time during the event that is judged to be less than first class in quality by the City.

IV. AMOUNT OF CONCESSIONAIRE FEE & METHOD OF PAYMENT

The For-Profit Concessionaire shall pay the City of Moses Lake a Concessionaire one time fee of \$50 and the Non-Profit Concessionaire shall pay the City of Moses Lake a Concessionaire onetime one time fee of \$35. Concessionaire shall likewise provide a detailed accounting of daily receipts. All payments will be by either cash or check only. **NO REFUNDS SHALL BE GIVEN UNDER ANY CIRCUMSTANCES.**

V. BACKGROUND CHECKS

Concessionaire understands that the services authorized under this Agreement may involve concessionaire's personnel having unsupervised access to children under sixteen years of age, developmentally disabled persons, or vulnerable adults as those terms are defined in RCW 43.43.830. Concessionaire warrants and certifies that none of its personnel who will or may be given such access shall have:

1. Been convicted of any offense against children or other persons, as defined in RCW 43.43.830; or
2. Been convicted of any crimes related to financial exploitation, where the victim was a vulnerable adult, as defined in RCW 43.43.830; or
3. Been adjudicated in any civil action to have committed child abuse, as defined in RCW 43.43.830; or
4. Had a disciplinary board final decision rendered against them or has been convicted of criminal charges associated with a disciplinary board final decision, as defined in RCW 43.43.830.

Concessionaire shall be responsible for obtaining any necessary background checks of personnel or volunteers in accordance with applicable provisions of state law, including but not limited to those persons with unsupervised access to children or vulnerable persons (RCW 43.43.830 et seq.)

VI. THE TERM OF THE CONTRACT

A) The term of this contract shall begin upon its signing by the City and shall be limited to the following dates and locations: _____.

B) Neither party to this agreement shall be deemed to be in default under this agreement to the extent that such party's performance is hindered or made impossible by an act of God, war, revolution, or insurrection, or other event beyond the control of the party affected (other than the inability to finance its operations under this contract). A party affected by an event of force majeure shall notify the other party of such event and use its best efforts to remedy the situation or reduce the effect of the event of force majeure with all reasonable speed.

C) The validity, construction and performance of this agreement shall be governed by and interpreted in accordance with the laws of the City of Moses Lake, Grant County and the State of Washington.

D) This agreement represents the entire understanding of the parties with respect to the subject matter thereof and supersedes all prior oral and written expressions relating hereto. If any provision of this agreement is held to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the other provisions shall not be affected or impaired.

E) This agreement shall not be effective until signed on behalf of the City and Concessionaire shall have no rights hereunder of any kind until so signed.

In Witness Whereof, the parties have duly executed this Contract as of the date next below set forth.

Signature of Concessionaire

Date Signed

Signature of Parks and Recreation Director

Date Signed