

GALVESTON COUNTY FAIR & RODEO, I N C .

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Galveston County Fair and Rodeo, Inc.

P.O. Box 889
Santa Fe, TX 77510
409-986-6010

Main Concession Stand Agreement 2018-001

An Agreement Entered Into This The _____ Day Of _____ Between The Galveston County Fair and Rodeo, (hereinafter referred to as the "Fair") And _____, (hereinafter referred to as the concessionaire), For The Provision Of Concession Services At The Main Concession Stand Listed Herein.

In consideration of the mutual promises and conditions herein, and recognition of your role as an independent contractor/business and not an employee or director of the Fair, do with the Fair agree as follows:

I. Terms and Conditions

- A. **This concession agreement will be for the 2019 fair.** The 2019 fair will commence on March 29th, 2019 and conclude on April 6th, 2019. Note: The Fair's Horse Show will be conducted prior to the opening date of the fair and it is expected that the concession be operational at that time.
- B. Water, Electricity and Security will be provided by the Fair. The concession building is currently equipped with Fair owned equipment to allow operation of the concession. Concessionaire will serve out of both sides of the building to provide service to fair and rodeo patrons. Concessionaire will store all supplies within the concession stand. Concessionaire shall provide and maintain the necessary inventory required to satisfy the public demand. The Concessionaire will be responsible for the operation, maintenance and cleaning of the equipment. Repair and/or replacement of any damaged equipment will be the responsibility of the selected Concessionaire. The Fair will not be liable for any damages or loss to concessionaire's own equipment.
- C. The Concessionaire shall not offer for sale any misbranded or impure products. Glass containers are prohibited. All food items shall be stored and handled with due regard for sanitation.
- D. The Concessionaire is required to meet all state and local regulations in regards to food preparation and distribution and acquiring the necessary permit.
- E. After the 2019 fair, a meeting will be held between the Concessionaire and the executive board of the fair within 90 days of the end of the fair to discuss a contract extension. The right of the Fair to revoke or renew the AGREEMENT is and shall remain unconditional. Neither The Fair, nor any BOARD member, officer, or employee thereof shall be liable in any manner to Concessionaire because of any action taken to revoke or renew the AGREEMENT. It is mutually agree to extend the contract for a period of three years, encompassing the 2020 Fair, the 2021 Fair and the 2022 Fair.
- F. The Concessionaire will follow the guidelines of the Galveston County Fair and Rodeo Commercial Food Vendor rules and regulations during the term of the contract. The Concessionaire will be acting hereunder as an independent contractor and not as an agent or

employee of the Fair. The Concessionaire shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Fair.

- G. The Concessionaire will only sell from the concession stand. No portable outbuildings, pushcarts, stands, trailers, vehicles or vending machines are allowed. Menu boards and company name signage may be posted on the exterior of the concession stand. No sub-letting any portion of the concession. Concessionaire and its employees will be required to park any vehicles in the parking lot. No parking within the fence boundaries of the fair.
- H. No Alcoholic Beverages of any kind or tobacco products will be sold, distributed or offered by the Concessionaire or their representatives/employees.
- I. Concessionaire will be responsible for keeping the food service area and adjacent public seating area free of trash and litter. Trash must be bagged and available for pickup each night after hours.
- J. The Concessionaire shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against any Fair property (including reports, documents, and other tangible matter produced by the Concessionaire hereunder), against the Concessionaire's rights hereunder, or against the Fair, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.
- K. Safety - Concessionaire shall correct safety deficiencies and violations of safety practices immediately after the condition becomes known or the Fair notifies Concessionaire of said condition. Concessionaire shall cooperate fully with The Fair in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, Concessionaire shall act reasonably to ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, Concessionaire shall cooperate with onsite medical staff and security in filling out an Accident or Illness Report. If Concessionaire fails to correct hazardous conditions specified by the Fair in a written notice, which have led, or in the opinion of Fair agents could lead, to injury, the Fair has the option of terminating the contract.
- L. Personnel - The Concessionaire will be responsible for hiring the necessary personnel to conduct the daily operation of the concession stand. Concessionaire will, in the operation of the Concession Stand under the AGREEMENT, employ or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with the Fair. All such personnel, while on or about the PREMISES, shall be neat in appearance and courteous at all times and shall be appropriately attired, with badges or other suitable means of identification. No personnel employed by Concessionaire, while on or about the PREMISES, shall be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, or use inappropriate language, or engage in otherwise inappropriate or unlawful conduct. The operator will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, unemployment compensation, and workers' compensation. In addition, Concessionaire, during the term of the AGREEMENT, agrees not to discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, physical handicap or sexual orientation.
- M. Operating Hours - Hours of operation will be, at a minimum, from 7am to 11pm, every day.
- N. Concession Stand Availability - Concessionaire will have access to the concession stand one month prior to the fair for setup through one week after the fair for cleanup. Concessionaire shall provide their own padlock for the concession doors, providing three extra keys for the President and the executive board of the Fair.
- O. Menu Items - The Concessionaire will provide quality food and drinks at a competitive price to meet the needs of the visiting fair and rodeo patrons. All menu items and pricing will be

submitted to the Fair for approval prior to any product sales. At a minimum, the concessionaire provide: BBQ (this includes sandwiches, sausage on a stick, BBQ plates, chipped beef, sliced beef, etc.), Hamburgers, French Fries, Nachos, Frito Pies, Hot Dogs, Chicken Strip baskets, Shrimp/Fish Baskets, Beverages (canned or fountain), Chips, peanuts and Candy. Additional items may be provided with prior approval from the Fair. Breakfast items may include breakfast tacos, doughnuts, muffins, coffee, etc.

P. Concessionaire agrees to pay The Fair:

The Concessionaire agrees to remit their bid price to the Fair prior to taking possession of the concession stand. If the bid is based on a percentage, the guaranteed amount of \$5,000.00 must be submitted by February 1, 2019, with the remainder being remitted within 15 days of the end of the fair. Cash register tapes shall be retained each day so that day to day sales can be identified.

II. Insurance and Indemnity

Without limiting Concessionaire's indemnification obligations, Concessionaire shall procure and maintain, at its sole cost and for the duration of this contract, insurance coverage as provided below, against all claims for injuries, including death, sickness and disease against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Concessionaire, its agents, representatives, and/or employees.

Insurance Coverage Required

The policies and amounts of insurance required hereunder shall be as follows:

(a) General Liability (including premises and operations, contractual liability, personal injury, independent Contractors liability): One Million Dollars (\$1,000,000.00) single limit, per occurrence. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be three times the occurrence limit.

The following shall be named as an additional insured under the General Liability Insurance for operations or services rendered under this agreement:

Galveston County Fair & Rodeo, Inc.
County of Galveston
Galveston County Department of Parks and Senior Services
Galveston County Commissioners Court
P.O. Box 889 Santa Fe, TX 77510

All insurance policies shall be written by insurers qualified to do business in the State of Texas.

The CONCESSIONAIRE shall indemnify and save harmless the Fair, its agents, directors 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 under this contract.

In the event The Fair and/or any Fair Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Concessionaire, Concessionaire shall pay to The Fair any and all costs and expenses incurred by The Fair or Fair Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

All insurance policies shall be written by insurers qualified to do business in the State of Texas. If any of the coverage conditions are met by a program of self-insurance, the contractor must submit evidence of the right to self-insure as provided by the State of Texas. The Fair shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insured retention

in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of the Concessionaire and/or its agents.

The Concessionaire's insurance shall be primary of any self-funding and/or insurance otherwise carried by The Fair for all loss or damages arising from the Concessionaire's operations under this agreement. The Concessionaire and each of its employees or agents shall and does waive all rights of subrogation against The Fair and each of the Indemnities.

III. Rights Reserved By The Fair

- A. The Fair shall permit the Concessionaire to conduct concession sales at the Main Concession Stand, located between the Livestock Pavilion and the Rodeo Arena at the fairgrounds.
- B. Special Events, if requested. The Fair and the Concessionaire agree to negotiate the amount of payment to the Fair for any/all special events as they occur.
- C. The Fair reserves the right to grant or deny additional concession contracts if needed.
- D. The Fair reserves the right to conduct random, unscheduled inspections of Concessionaire's operations to inspect sanitation and safety procedures and equipment, sales receipts, cash collection procedures.
- E. The Fair reserves the right to control revenue collection by conducting ticket or token sales for special events.
- F. The Fair reserves the right to order the removal of any item sold or kept for sale that is judged to be less than first class in quality by the Fair.
- G. The Fair is exempt from and not liable for any losses incurred by the Concessionaire during the term of this contract.

IV. Term Of The Contract

The term of this contract shall be in effect as of the date of Acceptance and Approval by the Executive Board and the Board of Directors of the Fair through the end of the 2019 fair.

V. Option Of The Contract

The Fair reserves the right to terminate this contract immediately and for any reason (including non-payment) Fair deems necessary by giving written notice to the Concessionaire. Concessionaire will immediately, upon receipt of a notification of cancellation, remove only Concessionaire-owned operating equipment, materials and supplies and vacate Fair property.

The Fair reserves the right to terminate this contract immediately if: (1) Health Department inspection scores fall below a passing score at any time during the term of this contract or (2) concession stand is operated under conditions that will result in an immediate suspension or revocation or intent to suspend or revoke the operational health permit; (3) CONCESSIONAIRE fails any type of inspection associated with operations of the concession stand. Conditions created by imminent hazards are exempt. An imminent hazard is defined as fire, loss of power/water, earthquake, etc. The Fair also reserves the right to terminate this contract immediately for any violation(s) for improper temperatures, improper handling, poor sanitation including hand washing, discovery or storage of chemicals, improper dishwashing and sanitizing.

In WITNESS WHEREOF, the parties have duly executed this Contract as of the date first above written.

CONTRACTOR:

ATTEST:

Concessionaire Signature

(N/A for Sole Proprietor)

Address

City, State, Zip

Galveston County Fair and Rodeo, Inc.

ATTEST:

Fair President

Fair Vice-President

Fair Secretary

Fair Treasurer

The Galveston County Fair & Rodeo, Inc. is a registered 501 (c)(3) non-profit organization whose purpose is to serve the youth of Galveston County by promoting youth, education, and agriculture by supporting 4-H and FFA programs. The Galveston County Fair & Rodeo does not receive government funding from cities, county, state or federal agencies. Your support is greatly appreciated and we look forward to seeing you at the fair.