

CLUTE PARK CONCESSION STAND AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2024 by and between The **VILLAGE OF WATKINS GLEN** (“VILLAGE”), a municipality having its principal place of business located at 303 N. Franklin Street, Watkins Glen, New York, 14891 and _____ (“OPERATOR”), having its principal place of business located at _____, for the operation of the Village owned Concession Stand located in Clute Park.

The Parties hereby agree as follows:

A. LOCATION:

The concession will be operated in the building owned by the Village of Watkins Glen situated approximately in the center of the north side of Clute Park, commonly known as the Concession Stand.

B. DURATION OF CONTRACT:

The Operator shall be required to enter into this agreement for the operation of the Concession Stand for at least a ____-month period beginning the ____ day of _____, 2024 and ending the ____ day of _____, 2024, with hours of operation being _(day)_ through _(day)_, _(time) through _(time)_.

C. RENT:

The rental fee shall be Five Hundred Dollars (\$750.00) per month for the entire 2024 season and is payable on or before the first day of each month.

D. DEPOSIT:

The Operator shall pay a Five Hundred Dollar (\$500.00) deposit to the Village for the 2024 season. It shall be refundable at the end of the season provided that the Operator has satisfied the terms of this Agreement.

E. EQUIPMENT:

The Operator must provide at his own expense, all equipment, supplies, items and articles required for the operation of said Concession Stand. Some equipment that may be included are a deep fryer, chest freezer, refrigerator, stove, full sink and some shelving.

F. UTILITIES and GARBAGE:

It is understood that the Concession Stand is connected to public utilities. The Operator shall pay all utility services when due. The Village shall be responsible for the removal of all garbage and debris generated from the operation of said stand.

G. REPAIRS TO STAND:

The Village agrees to make any repairs currently necessary or required by the Department of Health to the Concession Stand including plumbing, wiring, water, sewer or any equipment belonging to or owned by the Village. It is understood that the Concession Stand currently does not have a Fire Suppression System and neither party shall be responsible for installing such equipment. The Operator shall be responsible for day-to-day maintenance and minor repairs necessary to keep the Concession Stand in acceptable working condition. In the event that the Operator desires to paint any portion of the Concession Stand, prior approval must be obtained from the Park Manager.

H. INSPECTION OF PREMISES:

The Village reserves the right to conduct random unscheduled inspections.

I. ORDINANCE AND LAWS:

The Operator shall comply with all applicable ordinances of the Village and New York State laws. Including, but not limited to health and sanitation, age, minimum wage, worker's compensation, sales tax reporting, equal opportunity and all permit requirements.

J. BUSINESS LIABILITY:

The Operator shall accept all responsibility and liability regarding the food service operation including, but not limited to, proper cleaning and sanitization of the concession equipment and utensils, providing fresh, uncontaminated food products, as well as properly preparing, handling and storing all food items so as not to pose a health risk to the general public.

K. INSURANCE:

The Operator must purchase and maintain a Certificate of Liability Insurance with a minimum of \$1,000,000.00 coverage to the Village and name the Village as additionally insured and as a Certificate Holder Said Certificate must be submitted and approved by the Village prior to the commencement of operation of the Concession Stand.

L. INDEMNIFICATION:

The Operator shall indemnify and hold the Village, its officers, employees, and agents harmless for any and all losses or damages to equipment and supplies furnished by the Village that occur as a result of theft, vandalism or by any other means; as well as any person raising a claim against the Village for reasons associated with the concession operation providing a full indemnity to the Village on all claims. The Operator agrees not to hold the Village or any of its employees responsible in the event of injuries to persons who operate the Concession Stand and shall indemnify and release the Village from any and all claims.

M. SUBLETTING OR ASSIGNMENT:

The Concession Stand or any part thereof shall not be sublet or assigned without written approval by the Village Board of the Village of Watkins Glen.

N. ACTIVITIES:

The only activities allowed at the Concession Stand will be the selling of various food, candy, drinks, souvenirs and similar items, all subject to final approval by the Village before operations begin.

O. OTHER FOOD SALES:

The Operator shall have the exclusive right for the sale of the articles listed in Paragraph N herein on the north side of the park. However, the Village reserves the right to permit other concessionaires and other sales of food during special events in the park as so designated by the Board of Trustees of the Village including, but not limited to, the Italian-American Festival, Fourth of July Festival and the Seneca Wine and Food Festival. Notice of any other such event(s) will be given to the Operator by the Park Manager.

P. SIGNS, ETC.:

Signs, loud speakers and other attention-drawing devices may only be installed or used with the permission of the Board of Trustees of the Village.

Q. DEPARTMENT OF HEALTH CERTIFICATIONS:

Any licenses, permits or certifications required by the Department of Health or any other State Department shall be the sole responsibility of the Operator and shall be furnished to the Village prior to the opening of the Concession Stand.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

By: _____
Laurie DeNardo, Mayor
Village of Watkins Glen

Operator

Dated: _____

Dated: _____