



Frostburg Pool Concession Services Contract

This agreement is made and executed this _____ day of _____, 2023 by and between the City of Frostburg, Maryland, a municipal Corporation of the State of Maryland, herein after called the Owner, and

Vendor Name: _____

Vendor Owner: _____

Vendor Address: _____

Vendor Phone: _____

Vendor E-mail: _____

herein after called the Operator. The Owner and Operator enter into this agreement for that portion of property known as the Swimming Pool Concession Stand located in Frostburg Community Park at 200 South Water St. in the City of Frostburg, herein after called Facility. Both parties agree to adhere to and abide by the following terms of this agreement.

Terms of Agreement

- 1) During the hours the Pool is scheduled to be open to the public, Operator has exclusive rights to sell food and beverages at the Frostburg Community Park Pool which includes all areas located within the Pool fence and bathhouse. Operator is also permitted to but does not have exclusive rights to sell food to persons or customers within 20 feet of the Facility entrance.
- 2) Operator must supply all food items, food preparation equipment, utensils, serving items, and any other associated items necessary or required for the operation of the Facility.
- 3) Operator is responsible for supplying and maintaining all mechanical equipment (coolers, freezers, microwaves, cookers, warmers, etc.) necessary for the operation of the Facility. Operator may contract with vendors to provide equipment.
- 4) Any Facility improvements or modifications performed or contracted by the Operator must receive prior written approval by the Owner.

- 5) Operator is responsible for the safe operation of the Facility and for notifying the Owner of any problems or issues that may affect the safe operation of the Facility.
- 6) Operator is responsible for any damages or injuries incurred to any persons, property, or equipment resulting from the operation of the Facility.
- 7) The Owner is responsible for Facility repair of damages not due to operator negligence, operator error, or damages not associated with the normal operation of the Facility.
- 8) Operator is responsible for all necessary fees and permits required for operation of the Facility and must comply with all state and local laws and regulations regarding the operation of the Facility.
- 9) Operator is prohibited from selling, serving, or dispensing alcoholic beverages, tobacco products, vaping products, chewing gum, bubble gum, or any items deemed by the Owner to be inappropriate at the Facility.
- 10) Operator is prohibited from selling, serving, or giving away at the Facility, any items in glass containers or items with packaging that consists of glass in whole or in part.
- 11) Normal hours of operation of the Facility will coincide with times and days the Pool is open to the public. During those days when weather conditions, poor attendance, or other unforeseen circumstances warrant, the acting Pool Manager may be required to, or at his/her discretion may decide to: not open the Pool, close the Pool temporarily, or close the Pool for the remainder of the day. The Facility staff will be notified in a timely manner in the event of an early Pool closure. In the event of a closure, the Operator may at their discretion remain open and serve to the general public until the regularly scheduled closing time.
- 12) The Owner, at its discretion, may schedule private pool parties and/ or night swims outside of normal Pool operating hours. The Operator does not maintain the exclusive right to sell food and beverages at the Pool outside of normal operating hours and is not permitted to operate outside of normal operating hours without the approval of the Owner. However, the Operator, if agreeable, may be contracted on occasion and at the Owner's discretion to provide concession services outside of normal operating hours (eg. private parties).
- 13) The Operator is responsible for maintaining adequate staffing during all hours of operation.
- 14) The Owner reserves the right to access the Facility at any time at their discretion.
- 15) Operator must provide the Owner with proof of workers' compensation insurance coverage and proof of liability insurance to include naming the Owner as an additional insured.

16) The Operator is responsible for operating and maintaining the Facility in accordance with all standards, rules, regulations, and guidelines set forth in COMAR 10.15.30.1-39 and established by the Maryland State Department of Health and Mental Hygiene.

17) The Operator chooses the following payment option listed below:

Please check the box of the payment option you prefer and enter proposed payment information.

The Operator agrees to pay the Owner a lump sum payment of \$_____ with 50% due upon signing of this agreement and 50% due to the Owner within 14 days of the last day of the completed season.

Operator agrees to pay the Owner the greater of a lump sum payment of \$_____ or a lump sum payment equal to _____% of total profits generated through the seasonal operation of the Facility during the times listed above in Section 11 of this agreement with payment due no later than 14 days after Labor Day of the most recent season. All remaining profits generated from the operation of the Facility will be the sole property of the Operator. The Operator must submit financial updates of on-site sales every two weeks through the end of the season to include total sales, expenditures, and income for the previous two-week period and the season to date.

18) Either party may void this contract without penalty by providing thirty (30) days written notice to the other party via email to cityhall@frostburgcity.org or via certified letter to the address listed at the following address:

Director of Parks & Recreation
P.O. Box 440
Frostburg, MD 21532

19) This contract will renew annually, unless either party notifies the other of their intent to cancel or renegotiate the contract for the following season. Either party must notify the other via email to cityhall@frostburgcity.org or certified letter at the Operator address listed above in Section 18 to indicate their intent to cancel or renegotiate this contract for the upcoming season. Notification must be received by either party no later than March 1 prior to the upcoming season.

Operator Signature: _____
Vendor Owner

Owner Signature: _____
Mayor, W. Robert Flanigan