



**City of Bonner Springs**  
PARKS AND RECREATION

**City of Bonner Springs Parks and Recreation**

200 East 3rd Street, Bonner Springs, KS 66012

Phone: 913-422-3404

Fax: 913-422-9364

### **Bonner Springs Concession Stand Rental Agreement**

AN AGREEMENT ENTERED INTO THIS 18 DAY OF March, 2021, BETWEEN THE CITY OF BONNER SPRINGS, (CITY) AND Kristi Porter, (CONTRACTOR), FOR THE PROVISION OF CONCESSION SERVICES AT THE LISTED CITY PARK(S).

In consideration of the mutual promises and conditions of this Agreement, and in recognition of Contractor's role as an independent contractor and not as an employee of the CITY, the parties agree

1. Contract will be awarded for three years from the date of signed contract for the dates set out below for each site with a yearly evaluation and may be extended beyond that season pending the evaluation.
2. Contractor will be required to meet all state and county health codes and have all appropriate certifications posted. This includes cleaning facility prior to any inspections. If this condition is not met, then usage by Contractor will be terminated.
3. Contractor must open concessions for all scheduled events at each location when given seven days notice.
4. Individuals or groups will not be allowed to sell concessions or goods on City property except at events designated as City sponsored events.
5. Contractor is responsible for cleanliness of concession facilities. This includes debris such as cardboard containers, plastic containers, etc. for products used by Contractor. At the end of each day of operation it is the Contractor's responsibility to place this debris in the dumpster or remove from property.
6. Contractor will keep all items for concession sale at a reasonable and fair rate.
7. The City reserves the right to sell non-food or drink event items within each concession area.
8. The City reserves the right to enter and inspect the premises at reasonable times to make necessary repairs to premises or for general inspection.
9. The City will be responsible for any improvements in the designated concession area. Contractor may make requests for improvements. All improvements of the property shall be the property of the City, except the equipment placed in the facility by the Contractor which does not become a permanent fixture may be removed by the Contractor.

10. The City reserves the right to obtain ice from the ice machine at any time.
11. Contractor agrees to obtain the approval of each Park Supervisor of the concession menu before the season begins. Likewise, menu changes must be approved.
12. Contractor may not assign the contract or allow any other person, organization, or corporation to use the premises.
13. Fees due to the City will be paid at an agreed upon date between the Contractor and City as set out in the payment schedule which follows.
14. The City will give timely notice to Contractor of any schedule changes or cancellations.
15. The City reserves the right to sell concessions at any fundraiser or event outside the agreed upon schedule.
16. The Contractor will be given a key to the concessions areas at Lions Park and Aquatic Park. All keys must be turned in at the end of the season. The Contractor understands and agrees that duplicate keys will not be allowed.
17. Contractor shall be considered an independent contractor and neither the Contractor nor the workers or volunteers shall, under any circumstances, be considered City employees.
18. The City shall not be liable for any damage caused by acts of nature, i.e. power failure, earthquake, flood, tornado, fire, explosion, theft and vandalism to persons or properties in the space used by the contractor. The Contractor agrees that all personal property upon the premises shall be at risk of the Contractor and that the City shall not be liable for any damages, losses or theft of Contractor's equipment or inventory.
19. Contractor understands and agrees to hold harmless the City, and its staff from any food spoilage due to equipment failure or extreme weather conditions that may cause electricity to go out for a prolonged period of time which may cause the refrigerators or freezers to be off.
20. Contractor shall not sell or distribute alcoholic beverages including beer, wine and liquors and/or tobacco products.
21. City reserves the right to terminate the contract within (30) thirty days if any of the above conditions are not met.
22. Contractor, at its expense, is responsible for the installation and purchase of all additional equipment required to operate Contractor's business in the concession stand.
23. Contractor will obtain a City Occupational License and collect sales tax on all concession sales at the current total City sales tax rate.
24. The City is not responsible for the loss of product or revenue due to down time caused by acts of nature or by any unforeseen circumstances including but not limited to pool closure, pandemics, vandalism, extreme weather, etc.

**Concession Bid Scope of Work:**

- Contractor is to provide a high quality of food, drink, and service to customers, be open for concession sales during times of events, games, and pool hours, and keep inside and outside areas clean at a high standard. The following are requirements and expectations of operations:
- Maintain all equipment in each concession stand; including cleaning, regular ongoing maintenance, and repairs.
- Use current equipment in each stand and may add new equipment as needed. Any new permanently affixed equipment provided by the contractor must receive prior approval from the Director in writing and becomes the property of the City.
- Employ managers specifically trained in food management and proper food handling. A manager shall be present during operations at each site and other staff as needed.
- Be responsible for cleanliness inside the concession stands and the outside counters and eating areas (tables, ground, and trash) directly adjacent to the stands.
- Sell approved concession items at reasonable and fair rates.
- Provide a high quality of customer service.
- Schedule and pass all health inspections by the county and state.
- Operate the concession stands during events and dates listed below.

-Lions Park: (April 1<sup>st</sup> through November 1<sup>st</sup>)

-All youth softball/baseball games scheduled by City

-During all USD204 Baseball and Softball Games. Hours of operation can vary depending on game times.

-Adult softball games are optional for Contractor

-City will give Contractor seven (7) days' notice of events not otherwise identified at time of contract.

-Aquatic Park: (May 1<sup>st</sup> through August 31<sup>st</sup>)

-“Open swim” hours and swim meets

-City will give Contractor seven (7) days' notice of events not otherwise identified at time of contract.

**Locations:**

Lions Park  
300 West Morse Avenue  
Bonner Springs, KS 66012

Aquatic Park  
1200 South 134<sup>th</sup> Street  
Bonner Springs, KS 66012

**Notice:**

Notice shall be provided in writing to:

City: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor: Kristi Porter  
913.231.7647  
Kporter@Kona-ice.com

**Payment Schedule**

The \$1,200 is due on April 1st for the next 3 years during the contract. April 1st, 2021; April 1st, 2022, and April 1st, 2023

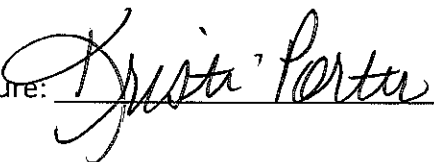
**Use of Concession Areas**

1. City: City staff shall have access to ice from concession areas at all times. At Lion’s Park City staff shall have access to the first section of the concession stand which includes the staff’s utility table.
2. Contractor: Has access to only the concession area of the building.

**Existing Equipment at the Concession Stands:**

**Lions Park:** Upright Freezer, 2 Coca-Cola Refrigerators, Pretzel Warmer, Popcorn Machine, Sno-Cone Machine, Slushie Machine, Misc. small concession items and condiments.

**Aquatic Park:** Ice Machine, Nacho Cheese Machine, Hot Dog Warmer, Hot Dog Roller, Pretzel Warmer, 2 Door Coca-Cola Refrigerator, Large 2 Door Stainless Steel Refrigerator, 2 Large 2 Door Stainless Steel Freezers, Triple Sink, 2 upright storage closet's, 2 Chip Racks, Misc. small concession items and condiments.

Contractor Signature:  Date: March 18, 2021

City Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_