

KELLER SPORTS PARK CONCESSIONAIRE CONTRACT

This Concessionaire Contract (hereinafter referred to as the "Contract") is made and entered into on this the ____ day of _____, _____, by and between _____ (hereinafter referred to as the "Concessionaire"), and the **City of Keller, Texas**, a municipal corporation of the State of Texas (hereinafter referred to as the "City"), acting by and through its City Manager or their designee.

For and in consideration of the prompt and timely delivery of concession services as specified herein, and in further consideration of the mutual covenants, responsibilities, and duties contained herein, the parties agree as follows:

Section I Grant of License

Concessionaire shall use the Premises solely for the operation of a food and beverage concession. This Contract does not grant the authority to sell other merchandise without prior written consent from the City.

The City expressly reserves the right to authorize additional concessions if deemed in the public interest.

Concessionaire agrees not to engage in any activity on the Premises that violates Federal, State, or local law or constitutes a public nuisance.

Section II Term

This Contract shall commence on the ____ day of _____, _____, and terminate on the ____ day of _____, _____, unless terminated earlier as provided herein.

Concessionaire shall operate during the hours of _____ a.m./p.m. to _____ a.m./p.m., as approved by the City. Use of the Premises must not conflict with other scheduled City uses. The City Manager or their designee may regulate Concessionaire's hours of operation.

Section III Variety and Pricing of Food and Beverage Items

Concessionaire is authorized to sell food and beverages reasonably in demand but may not sell alcoholic beverages. If the City later permits alcohol sales and Concessionaire wishes to participate, this Contract must be renegotiated and approved.

While the Concessionaire has flexibility in merchandising and pricing, the City reserves the right to:

- Advise on food and beverage offerings and pricing in the public interest.

Concessionaire must submit a product and pricing list to the City Manager or designee prior to starting operations and must update this list as necessary.

If the City imposes changes in pricing or required items, Concessionaire shall have ten (10) calendar days to comply. Failure to comply may result in contract termination.

Vending machines are prohibited as part of the concession operation.

Section IV Personnel

Concessionaire shall provide adequate staffing for operations and remain responsible for the supervision and conduct of all staff members.

Section V Sanitation and Cleanliness

Concessionaire shall maintain the Premises in a clean and sanitary condition, complying with all applicable local, State, and Federal health and safety regulations. The City reserves the right to inspect the Premises at any time but is under no obligation to do so.

Section VI Building Improvements

Any proposed improvements by Concessionaire must be submitted for prior approval by the City. All construction must comply with applicable City codes and other governing regulations.

Section VII Maintenance

Concessionaire shall, at its own expense, maintain the Premises in good condition during its use, excluding normal wear and tear.

Concessionaire agrees to:

- Perform all necessary maintenance and repairs to prevent deterioration.
- Keep the Premises clean, orderly, and free of waste.

The City may inspect the Premises and require repairs. Concessionaire must begin such repairs within 14 days of notice. If Concessionaire fails to act, the City may complete the repairs and invoice the Concessionaire, who must pay within 10 days of completion.

Section VIII Equipment and Inventory

The Concessionaire will provide all equipment needed for operations and is responsible for its upkeep and cleanliness. All equipment must be approved by the City. The Concessionaire will also manage the inventory of equipment and supplies.

Section IX Right of Inspection

City staff may enter the Premises at reasonable hours to inspect, clean, make repairs or improvements, or show the space to future tenants.

Section X Default

The following event shall be deemed to be events of default by Concessionaire under the Contract:

- A. Concessionaire shall fail to comply with any term, provision or covenant of this Agreement or the contract, and shall not cure such failure within ten (1) days after written notice thereof to Concessionaire.

Upon the occurrence of any event of default specified above, City shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- A. Terminate this contract, in which event Concessionaire shall immediately surrender the Premises to City, and if Concessionaire fails to do so, City may, without prejudice to any other remedy which it may have for possession, enter upon and take possession and expel or remove Concessionaire any other person who may be occupying said Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and Concessionaire agrees to pay to City on demand the amount of any loss and/or damage which City may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise.

No reentry or taking possession of the Premises by City shall be construed as an election on its part to terminate this Contract, unless a written notice of such intention be given to Concessionaire.

The loss or damage the City may suffer by reason of termination of this contract or the deficiency from any reletting as provided for above shall include the expenses of repossession and any repairs or remodeling undertaken following possession. Should City at any time terminate this Contract for any default, in addition to any other remedy City may have, City may recover from Concessionaire all damages City may incur by reason of such default, including cost of recovering the Premises and reasonable attorney's fees expended by reason of default.

Section XI Termination

The City may end this contract, with or without cause, by giving 30 days' written notice. The Concessionaire must pay all fees up to the termination date.

Section XII Vacating Premises

The Concessionaire must leave the Premises promptly at the end or termination of this contract, in good condition (normal wear and tear accepted). If they don't, the City may forcibly remove them without being responsible for damages.

Section XIII Lien

The City has a lien on all property the Concessionaire places on the Premises to secure unpaid fees. If in default, the City can seize and sell that property. The Concessionaire cannot create liens on City property and must remove any filed liens at their own cost.

Section XIV Laws and Permits

This contract follows all City ordinances and Texas and U.S. laws. Legal matters related to this contract will take place in Tarrant County, Texas. The Concessionaire must obtain and maintain all necessary licenses and permits.

Section XV Insurance

The Concessionaire must carry these insurances:

- **General Liability:** \$500,000 per incident.
- **Worker's Compensation & Employer's Liability:** As required by law.

Insurance must:

- List the City as an additional insured.
- Not be canceled without 30 days' notice to the City.
- Come from an insurer rated A:VII or better, authorized in Texas.
- Include waiver of subrogation against the City.
- Be written on an occurrence basis.
- Cover all liability in the contract.

Proof of insurance must be sent to: **City Manager, City of Keller, PO Box 770, Keller, TX 76244**

Section XVI Severability

If any part of this contract is found invalid, the rest will remain in effect.

Section XVII
Waiver of Liability & Indemnification

The Concessionaire waives all claims and agrees to defend and cover the City against any damages, injuries, or legal claims that result from their operations—**even if caused in part by the City's own negligence.**

Section XVIII
Independent Contractor

The Concessionaire is an independent contractor, not a City employee. They are responsible for their own staff and operations. This contract does not create a partnership.

Section XIX
Successors and Assigns

Both parties agree to be bound by this contract. The Concessionaire may not transfer or subcontract this agreement without written City approval.

Section XX
Equal Opportunity

The Concessionaire will not discriminate in hiring or service based on race, gender, religion, disability, national origin, or age. Access to the Premises must be free from discrimination.

Section XXI
Venue

Any legal action related to this contract must take place in **Keller, Texas**, with **Tarrant County** as the exclusive venue.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.