

CITY OF CROSSVILLE FACILITY USE “CONCESSION SALES” CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2026 by and between _____; (hereafter “Concessionaire”) and the City of Crossville (hereafter “City”) and it’s Parks & Recreation Department (hereafter “Parks”).

WHEREAS, Concessionaire desires to utilize the City’s Parks & Recreation facilities located at Centennial Park and Garrison Park (hereafter “Facilities”) for the purpose of providing concession sales from the City’s on-site concession stands; and

WHEREAS, the City hereby authorizes such use of its Facilities for the express purpose(s) set forth here:

NOW, THEREFOR, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. **Scope of Use.** City agrees to provide a ‘dedicated location’ for the purpose of allowing concessionaire to sell concession food items at the Parks owned by the City. Such concession sales will not conflict with any other activities or programming scheduled or approved by Parks. All activities conducted with the facilities or immediate vicinity shall be governed in accordance with applicable Park policies, rules and regulations. Concessionaire agrees that no unlawful use or acts shall occur on the premises during such a time that the facility is being used by the Concessionaire and that misconduct on the part of Concessionaire shall be grounds for immediate termination of this Agreement. Concessionaire further agrees that no alcoholic beverages, drugs or drug paraphernalia or any tobacco brand shall be sold or used on the Facilities premises, and that such activities shall result in the immediate termination of the Agreement and ejection from the facilities. Concessionaire shall also comply with each specific requirement set forth in Section 9 of this agreement.
2. **Term and Termination.** The term of this agreement shall be for the period of 2026-2026 beginning Feb __, 2026 through November 17, 2026. Notwithstanding the foregoing, either party may terminate this Agreement upon providing ninety (90) days written notice. The Agreement shall also be subject to termination in accordance with any other applicable provisions set forth herein.
3. **Performance and Payments.** Concessionaire hereby agrees to pay the City a facility rental use fee of \$700 per year. (March \$50, April \$100, May \$100, June \$100, July \$100, August \$100, September \$100 & October \$50) for the term of the Agreement – Feb __, 2026 through November 17. 2026. This fee is due to the City of Crossville by the end of each month. A schedule of required events will be provided as attached to this agreement. Park management is responsible for notifying the Concessionaire of schedule changes within 24 hours prior to an event

cancellation or addition. Should the Concessionaire not show for a scheduled game or event, A NO SHOW penalty of \$100 will be assessed at the City's option, which shall be paid to the City by the end of the month in which the No Show penalty occurs. The City reserves the right to cancel this Agreement at any time after three (3) No Shows have occurred.

4. **Indemnity and Release.** Concessionaire hereby agrees to indemnify and release the City of Crossville, The Parks and Recreation Department, it's employees and volunteers from and against any and all liability, claims, losses, damages (consequential or otherwise), costs, expenses or fees (including reasonable attorney's fees) incurred by the City, its officers and employees as a result of any negligent act or omission arising in part or in whole, directly or indirectly, from Concessionaires performance of the Agreement.
5. **Relationship of Parties.** This Agreement does not and shall not be construed to create a partnership or joint venture between the parties hereto.
6. **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral, with respect to such subject matter. No amendment or modification of this Agreement shall be binding unless in writing and signed by both parties
7. **Assignment.** This agreement may not be assigned or transferred without the prior written consent of the other party hereto.
8. **Compliance with Applicable Law.** Concessionaire shall comply with all applicable state, local and federal laws and regulations in the performance of this Agreement.
9. **License, Certification and insurance Requirements.** Concessionaire agrees to submit, provide and/or comply with the following:
 - a. Provide a copy of Concessionaires Health Department Food Certificate and maintain above 90 score on its yearly evaluation.
 - b. Provide a copy of Concessionaires standard Ballpark Concession Menu with applicable pricing.
 - c. Maintain cleanliness of concession facilities/site – Concession will be responsible for fully cleaning/removing all litter from and around the onsite concession facilities and/or food truck, whichever is being used by Concessionaire. The City of Crossville will provide the following:
 - Trash receptacles
 - Equipment itemized by concession stand with list available at the Parks & Recreation Department office
 - Supplies – toilet paper, paper towels and trash bags
 - d. Provide a valid City and County business license.
 - e. Concessionaire shall provide a certificate of insurance showing the City as additional insures, which should also reflect appropriate insurance coverage as follows:

Workers Compensation:

Concessionaire shall maintain in force Workers Compensation coverage in accordance with the Statutory Requirement and Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Commercial General Liability:

Comprehensive General Liability Insurance, including premises and operations, contractual liability, independent contractor’s liability and broad form property damage liability coverage with minimum limits of:

\$1,000,000	General Aggregate
\$1,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 100,000	Damage to rented property
\$ 5,000	Medical Expense to any one person

The City will be listed as an additional named insured on all policies of insurance issued pursuant to this contract.

Property Insurance:

Concessionaire shall be responsible for maintaining any and all property insurance on its own equipment.

Notice

Concessionaire shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Concessionaires insurance policy from the insurer. Such notice shall be provided to the City by registered mail, return receipt requested, to the following address:

City of Crossville, City Manager
392 North Main Street
Crossville, TN 38555

And

City of Crossville, Leisure Services Director
837 Industrial Boulevard
Crossville, TN 38555

Proof of Insurance

Concessionaire shall provide proof of the forgoing insurance at the time of execution of this Agreement.

- 10. **Defibrillator.** The facilities have defibrillators at each concession stand. Upon request of the concessionaire, the City will provide CPR and basic first aid safety training free for any employees of the Concessionaire.

11. **Equipment.** The Concessionaire shall be responsible for the equipment. All equipment under the cost of \$200 will be up to the Concessionaire to repair or replace. Any of the large pieces of equipment that can be repaired for under \$200 will be the responsibility of the Concessionaire. If equipment repairs will exceed \$200 or replacement is warranted, the Concessionaire will be charged an amount of \$200 per piece of equipment.
12. **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral, with respect to such subject matter. No amendment or modification of this Agreement shall be binding unless in writing and signed by both parties

IN WITNESS WHERE, the parties, by and through their duly authorized signatures below, have affirmed and executed this Agreement.

CITY OF CROSSVILLE, TENNESSEE:

R.J. Crawford, Mayor

ATTEST:

Baylee Rhea, City Clerk

CONCESSIONAIRE:

By: _____

Title: _____