

City of Muscatine
Concession Operations Agreement

It is hereby agreed by and between the City of Muscatine, Iowa, hereinafter referred to as City and Hy-Vee Food Store, Muscatine, referred to as "Concessionaire" as follows:

1. That the City and the Concessionaire enter into this agreement to provide concession stand services at Kent Stein Park, the Muscatine Soccer Complex, and at the Muscatine Aquatic Center for the period from March 15, 2015 to November 15, 2015.
2. The Concessionaire, in consideration of this agreement shall pay the City monthly based on the attached schedule (by the 10th of the following month). Sales are to be reported on a form provided by the City.
3. The Concessionaire agrees to obtain all necessary licenses, permits, and certificates as required by Federal Law, State Law, or local ordinances, at Concessionaire's expense.
4. Prior to the effective date of this agreement the Concessionaire shall file a certificate of insurance with the City, with the right of fifteen (15) day notice of cancellation, naming the City as additional insured. The insurance shall be in the amount of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage claims and shall include product liability.
5. The Concessionaire agrees not to assign this agreement or sublet the premises without the expressed written consent of the City.
6. That the City will furnish the buildings, in-place equipment, and a vehicle for portable sales to the Concessionaire as is during the agreement period. Concessionaire will provided grilling equipment.
7. The Concessionaire agrees to keep said concession buildings open during periods of activity and hours mutually agreed upon. The Parks and Recreation Department office will inform Concessionaire of scheduled activities.
8. The Concessionaire shall have exclusive consumable sales privileges for said facilities with the exception of special events which have been or will be approved by the City.

9. The City reserves the right to terminate this agreement within seven (7) calendar days written notice if the Concessionaire does not perform the terms and conditions of this agreement.

10. That the Concessionaire shall not permit any of the following practices:

- a. To discharge from employment or refuse to hire any individual because of their race, creed, color, national origin, religion, age, sex, marital status, political affiliation, or disability.
- b. To discriminate against any individual in the terms, conditions, or privileges of employment because of their race, creed, color, national origin, religion, sex, marital status, political affiliation, or disability.
- c. To discriminate against any individual in the performance of any obligation or the extension of services under this agreement because of their race, creed, color, national origin, religion, age, sex, marital status, political affiliation, or disability.

11. Prior to December 1, 2015, said Concessionaire and City agree to enter good faith negotiations for an extension and/or adjustment of the terms and conditions of this agreement to be mutually agreed upon by said Concessionaire and City.

DATED AND EXECUTED AT MUSCATINE, IOWA THIS 23 DAY OF March 2015

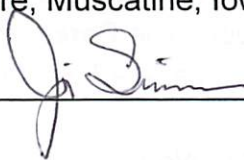
The City of Muscatine, Muscatine, Iowa

City Clerk: _____



Hy-Vee Food Store, Muscatine, Iowa

Concessionaire: _____



Fee Schedule

PLEASE INSERT PROPOSED FEE SCHEDULE
PERCENTAGE OF GROSS RECEIPTS (TOTAL NET OF APPLICABLE SALES TAX)

10%	\$0-\$155,000.00
15%	\$155,000.01 - \$225,000.00
20%	\$ 225,000.01 - +