



2019 - AGREEMENT FOR USE OF TOWN PROPERTY

R1/19

Veterans Park Concession Stand

TERM OF USE: 1 year (one season)

FEE FOR USE: \$15.00 per day. Payment is due no later than October 1, of the current year.

- A. User shall pay to the Town the sum of twenty five dollars (\$15.00) per day (or any part thereof), for use of the premises.

CONCESSION STAND AT VETERANS PARK:

Daily Usage \$ **15.00**

The interpretation, application and enforcement of the provisions of this fee schedule are the minimum requirements necessary for the protection of the health, safety and general welfare of the Town of Grand Island. The fees established reflect the administration costs of processing such permits and will be subject to review by the Town as needed.

In consideration of the Town permitting the use of the above named premises, the User and the Town agree as follows:

1. **Scope of Use:** User shall provide food services to the general public without discrimination as to race, color, or creed. Sales shall be limited to food items, and restricted to soft drinks served in paper cups, coffee, tea, shaved ice, candies, light lunches, sandwiches, popcorn, peanuts, ice cream products, and such similar items. The price charged by the User for services, food and drink shall be reasonable and shall not be in excess of prices prevailing elsewhere for the same kind of quality service.

At no time shall User sell or give away alcoholic beverages, or allow any alcoholic beverages to be consumed on the premises.

User shall not use or permit the premises to be used for any other purpose, or for any unlawful, immoral, or indecent activity. User shall confine its activities to the area rented by it under the terms of this Agreement.
2. **Non-Competitive:** At no time during the term of this Agreement shall User provide food service or sell food items in Veteran's Park through any vehicles or mode of operation other than this Agreement for the operation of the Veteran's Park Concession Stand.
3. **Alterations, Repairs, and Improvements:** User shall not make any alterations, repairs, or improvements to the concession building or to the area immediately surrounding said building without obtaining the prior written consent of the Town Board. Any request to make alterations, repairs, or improvements shall be in writing. Any such permitted alteration, repairs, or improvements shall be made at the expense of the User and shall become property of the Town.
4. **Maintenance of Concession Area:** User shall be responsible for the reasonable and proper care of the concession building. User shall repair, or cause to be repaired, any damages to said property cause by User, its employees, agents, or patrons. User shall keep and maintain the building in the said area in a clean and sanitary condition and shall comply with all governmental rules and regulations.
5. **Utilities, Taxes, and Other Charges:** User shall contract for and pay for all utility services, taxes, or other charges incurred or assessed against the operation of the concession stand, provided, however, that the Town shall provide water and electric without charge to the User, for the sole purposes of operating the concession stand. Any and all sales taxes, use taxes, income taxes, or other taxes are the responsibility of the User.



6. Compliance with Laws: User shall observe and comply with all laws, statutes, ordinances, rules, and regulations of the United States government, the State of New York, the Town of Grand Island and the County of Erie, or any department or agency of the above.
7. Equipment: User shall furnish and install at its own expense, any equipment, materials, furniture, supplies, etc. required by User for the proper operation of its food sales. User's equipment shall be placed and installed only upon the written approval of the Town.
8. Time of Operation: User may operate said concession stand only from April 1 to November 1, weather permitting and only during the hours between sunrise and sundown.
9. Destruction of Premises: If, during the term of this Agreement, the concession stand is destroyed or damaged by acts of God, war, or other catastrophe, so that the same is unfit for occupancy or use, this Use Agreement shall terminate. users will be responsible for repair of damages caused
10. **Damages: will be repaired by the Town or its service rep at the User's expense**
11. Subletting and Assignments: User shall not sublet the whole or any part of the premises, nor assign, hypothecate, or mortgage this Use Agreement, or any or all of its rights here under without the prior written consent of the Town.
12. Indemnity: User shall so conduct its activities upon the premises so as not to endanger any person lawfully thereon; user shall, to the extent permitted by law, indemnify, defend, save, and hold harmless the Town and all of its officers, agents, and employees from any and all claims for losses, injuries, damages, expenses (including reasonable attorney's fees) and liabilities to persons and property occasioned wholly or in part by the acts or omissions of the User, its agents, officers, employees, guests, patrons, or any person or persons admitted to said premises while said premises are used by under the control of the User.
13. Insurance: User shall purchase and maintain the following insurance during the term of this agreement:
 - a) Workers' Compensation Insurance, if applicable to User:
 - b) Comprehensive General Liability Insurance with limits not less than 1,000,000 each occurrence, combined single limit bodily injury and property damage, including contractual liability, personal injury, products, and completed operations coverage.
 - c) Property Insurance of Users, improvements, fixtures, and equipment insuring against the perils of fire, lighting, extended coverage perils, vandalism, and malicious mischief in the demised premises in an amount equal to the full replacement value of tenant improvements, fixtures, and equipment.
 - d) Comprehensive General Liability Insurance and Property Insurance policies shall be endorsed to provide the following:
 1. **Name as Additional Insured the Town of Grand Island and its members, and all officers, agents, and employees of each of them.**
 2. That such policies are primary insurance to any insurance available to the Additional Insured, with respect to any claims arising out of the Agreement and that insurance applies separately and deliver up possession to the Town of the demised premises, including all improvements or additions on them, in good order and condition, reasonable wear and tear accepted.



14. Inspection by the Town: The Town shall have the right to make inspections at any reasonable time to ensure compliance with this Agreement.

2019 Veterans Park Concession Stand Use Permit

Return this PERMIT REQUEST to the Parks Office: 1881 Bedell Road, Grand Island, NY 14072

USE OF CONCESSION STAND WILL NOT BE GRANTED WITHOUT THIS FORM BEING COMPLETED AND SUBMIT WITH ALL APPLICABLE DOCUMENTS TO THE PARKS DEPARTMENT. REQUESTS ARE DUE 30 DAYS IN ADVANCE FOR GENERAL FACILITY USE. A MINIMUM OF 24 HRS. ADVANCE NOTICE FOR OPERATION CHANGES.

NAME OF ORGANIZATION: _____

PERSON(S) IN CHARGE: _____

Address _____

Phone: H _____ C _____ Alt# _____

E-mail address _____

PURPOSE OF ORGANIZATION: _____

*List all dates and time requested for Operation: Add additional sheets if needed.

_____ Days x \$15.00 per day for use of Concession Stand. = \$ _____ Total.

***Due 30 days after the last day of facility usage.**

Signature of User _____ Date _____

Parks Office Use:

Signature _____ Date _____

TOWN OF GRAND ISLAND
PARKS DEPARTMENT
1881 Bedell Road
GRAND ISLAND, NY 14072



*Fee to be paid \$ _____ Cash or Check # _____ Date received _____

Date Certificate of Insurance Received _____ Expiry Date _____

Please make check payable to: **Town of Grand Island** Print on check in Memo: Concession Stand Use