

2020  
4/20/19

RESOLUTION NO. 2020- 78

A RESOLUTION ACCEPTING AND APPROVING A CONCESSION STAND RENTAL AGREEMENT WITH ROCK SPRINGS LITTLE LEAGUE BASEBALL, AND AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, WYOMING TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, Rock Springs Little League Baseball has tendered to the City of Rock Springs, Wyoming a Concession Stand Rental Agreement, for the use of a concession facility owned by the City of Rock Springs in the Ballfield Complex at the Kiwanis Park, for the period of May 6, 2020, through July 30, 2020; and,

WHEREAS, the rental fee for the above period will be \$100.00; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Agreement before it and has given it careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the terms and provisions of the Concession Stand Rental Agreement with Rock Springs Little League Baseball, for the use of a concession facility owned by the City of Rock Springs in the Ballfield Complex at the Kiwanis Park, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 2. That the Mayor of the City of Rock Springs be, and he is hereby, authorized, empowered and directed to execute said Agreement on behalf of said City; and that the City Clerk of said City, be and he is hereby authorized and directed to attest said Agreement and to attach to said Agreement a certified copy of this Resolution.

PASSED AND APPROVED this 5th day of May, 2020.



\_\_\_\_\_  
President of the Council

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

## CONCESSION STAND RENTAL AGREEMENT

AGREEMENT MADE this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Rock Springs, a Wyoming Municipal Corporation hereinafter referred to as "City", whose address is 212 D Street, Rock Springs, Wyoming 82901, and Rock Springs Little League Baseball), hereinafter referred to as the "Concessionaire", whose address is PO BOX 2848 ROCK SPRINGS, WY 82902

WHEREAS, the City owns a concession facility in the Ballfield Complex at the Kiwanis Park; and,

WHEREAS, to enhance the comfort and enjoyment of the public in the use of the ball fields, it is desirable that appropriate food, drink, souvenirs, and similar items be made available to the public at reasonable prices; and,

WHEREAS, the City desires to lease a concession stand to the Concessionaire, and the Concessionaire desires to operate the said concession stand.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and in exchange for mutual consideration, the receipt of which is hereby acknowledged, the City and the Concessionaire agree as follows:

- I. PREMISES: The City grants to, and the Concessionaire accepts from the City, the privilege of maintaining a concession stand at the Kiwanis Park Complex, located in Rock Springs, hereinafter referred to as the "Concession Stand". By taking possession of the concession stand, Concessionaire acknowledges that such premises are in good condition, and that the City shall not be required to make any alterations or improvements thereto.
- II. TERM OF AGREEMENT: The Term of Agreement shall be from May 6, 2020, to July 30, 2020, unless sooner terminated as hereinafter provided.
- III. RENTAL PAYMENTS: The Concessionaire shall pay to the City a rental fee of One hundred dollars (\$100.00). Said fee shall be paid prior to taking possession of the concession stand. Payment shall be made at the office of the Rock Springs City Clerk, 212 "D" Street, Rock Springs, WY 82901. Failure to pay rent when due shall constitute a breach of this agreement and shall be grounds for its termination as more specifically set forth below.
- IV. OCCUPANCY: The Concessionaire must apply for and obtain an Occupancy Permit through the City of Rock Springs and pay the annual \$50 fee associated with such permit prior to May 13, 2020.
- V. HEALTH INSPECTION: It shall be the responsibility of the Concessionaire to have a State Health Inspector inspect the concession stand within seven (7) days after the commencement date. A copy of the results shall be kept for public view inside the concession stand. In the event an inspection cannot be done within the stated time, the Concessionaire shall notify the City in writing, the reasons why the inspection could not be done.
- VI. INSURANCE: The Concessionaire shall provide general liability insurance coverage in the amount of \$1,000,000.00, on the ball field concession stand during the lease period. Additionally, the insurance policy shall name the City of Rock Springs as an additional insured and a copy of the policy shall be submitted to the City prior to the commencement of the rental period.

## VII. SCOPE OF CONCESSION:

- A. Concessionaire shall provide food services to the general public, without regard to race, color, creed, or national origin. All items shall be of the highest quality, and all services provided by the Concessionaire shall be rendered courteously and efficiently.
- B. The City reserves the right to prohibit the sale of any item it deems objectionable, and the City shall have the right to order the improvement of the quality of either the merchandise or the services rendered.
- C. Prices charged by the Concessionaire shall be reasonable and shall not be in excess of prices prevailing elsewhere for the same kind and quality of service.
- D. At no time shall the Concessionaire sell, keep, handle, or give away any alcoholic beverages of any kind, and the Concessionaire shall not permit the same to be done by any of the Concessionaire's agents, employees or representatives.
- E. The concessionaire will not be allowed to drive any vehicles inside of Kiwanis Park Complex 30 minutes prior and after any games or practices, or during any games or practices.
- F. Concessionaire may only bring in auxiliary concessionaire trailers for large events if they are granted permission by the Parks Superintendent.
  - 1. The trailer may only be in the Kiwanis Park Complex for 1 day prior to and 1 day after the specified event.

VIII. MAINTENANCE OF CONCESSION AREA: The Concessionaire shall be responsible for the reasonable and proper care of the concession stand and the immediate vicinity. It shall repair or cause to be repaired, at its own expense, any damages to said property caused by itself, its employees, agents, guests or patrons. The Concessionaire shall keep and maintain the concession stand and the immediate vicinity in a clean and sanitary condition and shall comply with the rules and regulations of the health departments of the City of Rock Springs and the State of Wyoming.

IX. MAINTENANCE OF EQUIPMENT: Concessionaire shall maintain all equipment in good working condition at all times at its own expense; and shall be responsible for replacing, with the exception of normal wear and tear, any equipment of the City that becomes missing, lost, stolen, damaged beyond repair or too unsanitary for use. The City shall have no responsibility to repair any such equipment.

X. RIGHT OF ACCESS: The City shall have the right to make inspections at any reasonable time to insure compliance with agreement.

XI. COMPLIANCE WITH LAWS: The Concessionaire shall observe and comply with all laws, statutes, ordinances, rules or regulations of the United States Government, the State of Wyoming, the County of Sweetwater, and the City of Rock Springs, or any department or agency of the above.

XII. LICENSES AND PERMITS: The Concessionaire shall obtain and pay for all permits and licenses that may be required or necessary for the operation of the concession stand.

XIII. UTILITIES, TAXES AND OTHER CHARGES: The City shall be responsible for the payment of all utilities, such as water, gas, and electricity. The Concessionaire shall pay for all taxes or other charges incurred or assessed against the operation of the concession herein granted.

**XIV. INDEMNITY:** The Concessionaire does hereby release and agree to indemnify, defend and hold harmless the City of Rock Springs, its agents, employees, and representatives from and against all claims, actions, causes of actions, demands, judgments, costs, expenses, and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury or death to any person or loss of or damage to property of whatever nature or ownership, including the parties to this agreement and their employees, and in any manner arising out of or connected with directly or indirectly, the operations or use of premises hereunder licensed.

**XV. CONCESSION AGREEMENT NOT CONTRACT OF EMPLOYMENT OR LEASE:** This agreement is not a contract of employment. No relationship of employer and employee exists between the City and the Concessionaire or between the City and any employee or agent of the Concessionaire.

**XVI. ASSIGNMENT OF HYPOTHECATION PROHIBITED:** The Concessionaire may not assign nor pledge as security or collateral, any right, privilege, or license conferred by this agreement without the prior written consent of the City.

**XVII. EACH PROVISION A MATERIAL CONDITION:** Each term of this agreement is material and breach by the Concessionaire of anyone of the terms herein contained shall be a material breach of the entire agreement and shall be grounds for termination of the entire agreement by the City.

**XVIII. BREACH AND TERMINATION:** In the event of any breach of the terms or provisions of this agreement, the City shall have, in addition to any other recourse, the right to terminate this agreement immediately, to enter and obtain possession of the entire premises, and to remove and exclude all property of the Concessionaire therefrom, all without service of notice, or resort to legal process without any legal liability on its part. The Concessionaire shall make no claim of any kind or nature against the City, its agents, employees, or representatives by reason of such termination or any act incident thereto.

**XIX. SURRENDER OF PREMISES UPON TERMINATION:** Upon the termination of this agreement, the Concessionaire shall peaceably surrender and deliver up possession to the City of the demised premises, including all improvements or additions thereto, and all equipment, in good condition and order, reasonable wear and tear accepted.

**XX. HEADINGS FOR CONVENIENCE ONLY:** The paragraph headings contained herein are for the convenience and reference and are not intended to define or limit the scope of any provision of this agreement.

**XXI. MODIFICATION:** Notwithstanding any provision hereof, the parties hereinafter, by mutual consent, may agree to modification or additions hereto. The City shall have the right to grant reasonable extensions of time to the Concessionaire for any purpose or for the performance of any obligation of the Concessionaire hereunder.

**XXII. SEVERABILITY:** If any portion of this agreement is deemed to be invalid or unlawful, it shall not invalidate the remainder of this agreement and shall be stricken here from, as if it never herein appeared, and the remainder of the agreement shall remain in full force and effect.

IN WITNESS HEREOF, the Parties hereby affix their signatures on the date first written above.

CITY OF ROCK SPRINGS,

CONCESSIONAIRE,

\_\_\_\_\_  
Timothy A. Kaumo, Mayor

Michelle Oliver  
Signature

Attest:

Michelle Oliver  
Printed Name

\_\_\_\_\_  
City Clerk