

**AGREEMENT FOR THE PROVIDING OF CONSESIONAIRE SERVICES:**

Oconee Futbol Club, Inc.

This agreement made and entered into as of the 13<sup>th</sup> day of June, 2020, by and between Oconee County, a political subdivision of the State of Georgia, (hereinafter referred to as the County ) and Oconee Futbol Club, Inc., a Georgia corporation, (hereinafter referred to as the Contractor ):

WHEREAS, the County desires to engage the Contractor to provide concessionaire services at the Oconee Veterans Park Soccer facility, the "Facility", managed by the Oconee County Parks and Recreation Department, the "Department"; and

WHEREAS, the Contractor has the experience and equipment to render such services; and

NOW THEREFORE, and in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereby agree as follows:

- I. Grant and Description of Premises. The County grants to the Contractor and the Contractor accepts from the County the privilege of running the Concessions stand at the Facility during the dates and times stated in Section VIII, Facility Use.
- II. Use of Premises. The Contractor shall use the Facilities to sell Concessions and spirit wear. Contractor shall not use or permit any County facilities to be used for any other purpose without obtaining the prior written consent of Oconee County. Such consent shall be given or denied by the County in its absolute discretion, acting through the Director of the Department.
- III. Services to be Provided. The Contractor shall provide general concessions and qualified staffing to facilitate the sales at the Facilities. The County or the Contractor may request changes in the scope of services to be performed by the Contractor under this Agreement. However, no change, including, but not limited to, any increase or decrease in the amount of payment hereunder, shall be effective and enforceable unless mutually agreed upon by written amendment to this Agreement executed by both parties and attached hereto.
- IV. No Employment Contract. Nothing contained in this Agreement shall be construed in such a manner so as to constitute the Contractor as an agent or employee of Oconee County, it being the intent of the parties that Contractor shall be an independent contractor, nor shall either party have any authority to bind the other in any respect except as specifically provided for herein.
- V. Responsibilities of Contractor.
  - A. General. Contractor shall manage concessions in the Facility and provide adequate equipment to provide the service to park patrons. All services required under this Agreement shall be performed by Contractor. Contractor shall obtain all required business licenses and provide to Oconee County all necessary documents and information as may be deemed appropriate by the County Finance Department. Contractor is also subject to un-announced inspections by the County Health Department. Contractor shall comply with all laws and regulations in connection with its operation provided for herein.

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B. Expenses. The Contractor agrees to pay all expenses which it incurs in conducting concession sales and any ancillary services.

C. Hours of Operation. Contractor shall operate the concessions at the Facility during Oconee Parks and Recreation scheduled recreational activities and Oconee Futbol Club activities. In order to offer food items during park special events, contractor will be required to be approved by Oconee County Parks and Recreation as a food vendor and pay vendor fee.

D. Nondiscrimination. The Contractor shall not discriminate against any program participant and employee because of race, color, creed, sex, age, or national origin by refusing to furnish such person any service or privilege offered to or enjoyed by Oconee County residents. Neither the Contractor nor its employees shall publicize the services provided under this Agreement in any manner that would directly or by inference reflect on the acceptability of any person for employment, service or ancillary services based on race, color, creed, sex, age, or national origin.

E. Subcontractors. The Contractor shall at all times use only those persons of good moral character as employees and/or independent sub-contractors, and the Contractor shall not retain any employee and/or independent sub-contractor that the County considers to be unfit or otherwise objectionable. The County reserves the right at any time to require the Contractor and/or all sub-contractors to submit to a criminal background check and/or drug test to determine the suitability of their employment. All concessions service personnel shall be neatly dressed at all times and shall conduct themselves courteously in their relations with the public. All personnel engaged by the Contractor shall be fully qualified for the specific services they are to provide and shall be authorized or permitted to work under applicable state and local laws. The Contractor assumes full responsibility for making all required income tax, social security and other deductions and related payments and shall also file all required returns and forms needed to fulfill these responsibilities.

F. Publicity. The Contractor agrees that all concessions advertisement, publications, and public notices will list Oconee County Parks and Recreation Department as a program sponsor, listing Contractor as an Authorized Concessions Vendor.

G. Complaints and Refund Policy – Contractor. The Contractor agrees to listen to public complaints about the concessions services and if necessary discuss these issues with the Department Director or his/her designee in order to promptly resolve such issues. In the event that the Contractor has been unable to resolve any such dispute, the decision of the Department Director or his/her designee shall be final.

H. Fees. The Contractor is responsible for establishing fee structure and collection of all fees.

I. Approved Vendor. The Contractor will display at all times a placard annotating that the Contractor is an approved Oconee County Parks and Recreation Department, "OCPRD", vendor.

VI. Responsibilities of Oconee County.

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- A. Access. The County will provide program schedules and access to all OCPRD recreational programs and special events in Facilities.
- B. Maintenance. The County shall be responsible for the normal maintenance of concessions stand access areas.
- C. Approved Vendor. The County will provide the Contractor an OCPRD approved Vendor Placard.
- VII. Compensation. The Contractor shall pay the County a fee for the use of the Facilities of \$2,000 or 10% of gross concessions and spirit wear sales whichever is higher. This fee shall be paid in lump sum no later than **June 30, 2021**. This clause shall survive the termination of the contract for any reason. The County shall have the right to inspect the records of the Contractor to verify the amount of the payments upon demand.
- VIII A. Facility Usage. The Facilities will be made accessible to the Contractor during OCPRD recreational programs. Special events food item sales are not included in this Agreement and will require a separate one time vendor fee for sale of food items. Facilities will need to be vacated for use for tournaments hosted by the County where tournament director is providing concessions, such as the Oconee County High School annual 7v7 Soccer tournament traditionally held the 2<sup>nd</sup> weekend of June.
- B. Third Party Concession and Assignment. Contractor shall not have the authority to sublet any concession stand operations nor to assign this Contract to any third party.
- IX. Term - The term of this Agreement shall begin **August 1, 2020** and expire **June 30, 2021**. All fees paid to Oconee County shall be subject to annual review and renegotiation.
- X. Termination. The County may terminate this Agreement for cause, which shall include but not be limited to fraud, theft, drug use, criminal activity, moral offenses or any other offenses deemed damaging to the image or mission of the Parks and Recreation Department, failing to fulfill the obligations under this Agreement in a timely manner, or the Contractor violating any of the material provisions of this Agreement. Termination of Contractor for cause shall be initiated by giving written notice to the Contractor. Termination for cause shall be effective immediately after the date notice has been given by the County. This Contract may also be terminated for the County's convenience upon 30 days written notice.
- XI. Indemnification. The Contractor hereby agrees to defend, indemnify and hold harmless the County, its officials, agents, representatives and employees, from any all claims, suits, liens, demands, debts, damages, loss or expense, including, but not limited to, attorney's fees and litigation expenses, suffered or incurred by the County as a result of the Contractor's failure to perform in accordance with the Contract Documents and arising out of and resulting from Contractor's performance of the work.

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- XII. Insurance. The Contractor shall provide the County with a certificate of insurance for a Commercial General Liability policy including Products/Completed Operations coverage with a \$1,000,000 per occurrence minimum and a \$2,000,000 aggregate, with Oconee County named as an additional insured on that policy. The insurance should be kept in force during the life of the contract and shall be primary and non-contributory with respect to any insurance or self-insurance programs covering the County, its officials, agents, representatives and employees. The insurance company used must be rated at least an A- Class VI, Best Rated Company and licensed in the State of Georgia to conduct business. Oconee County must be provided 30 days written notice of policy cancellation.
- XIII. Conflicts of Law. This agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Georgia.
- XIV. Entire Agreement This agreement contains the entire understanding of the parties and supersedes all previous verbal and written Agreements. No other agreement, statement or promise not contained herein relating to the subject matter of this Agreement shall be valid or binding. Any notice required under this Agreement shall be sent to Contractor at: 2061 Hog Mountain Road, Watkinsville, Georgia 30677 and to Oconee County at: 3500A Hog Mountain Road, Watkinsville, GA 30677.

**Oconee County, Georgia**

By:   
County Chair, Chairman Daniell

Attest:   
County Clerk, Kathy Hayes

**Oconee Futbol Club, Inc.**

By:   
OFC President, Will Brown