



CONCESSIONAIRE LICENSE AGREEMENT

THIS CONCESSIONAIRE LICENSE AGREEMENT ("Agreement") is effective on the date of execution, by and between CITY OF LAKE STEVENS, a municipal corporation, of the State of Washington ("City"), and ("Licensee"). In consideration of the mutual promises stated herein, each of the parties hereto agrees as follows:

1. **License.** City hereby grants to Licensee a nonexclusive license to use the concession stand at Lundeen Park in Lake Stevens (the "Premises") in accordance with this Agreement. Licensee understands that this is not an exclusive contract excluding other concession services from any City Park.

2. **Duration.** This Agreement shall commence upon full execution and shall continue in effect through end of business on XX, at Premises unless earlier terminated as provided below. The City and Licensee upon mutual agreement may extend this contract up to two (2) years.

3. **Other Licenses & Permits.** The Licensee shall obtain and maintain a City of Lake Stevens business license and all other permits and approvals as required by law consistent with the operations of Licensee prior to opening operations.

4. **Licensee's Duties.**

a. Licensee and its employees shall comply with all rules and regulations of the City relating to the use of and conduct at the Premises. Licensee and its employees shall comply with all applicable federal, state, and local laws while acting under this license. Licensee shall be liable to the City for loss or damage it or its employees, cause to the Premises during the periods of use of this license.

b. Licensee shall maintain and operate the Premises in a safe and reasonable manner. The Licensee shall remove all Licensee owned items from the Premises at the end of lease duration and shall leave the premises in as good or better condition than before occupancy by Licensee.

c. Licensee further agrees to install all necessary equipment such as signage and display equipment at its own expense. All such installations shall be in accordance with the requirements of the most recent International Fire Code, and all other applicable codes and regulations.

5. **City Duties.** The City agrees to maintain access on the west side of the existing pier for the launch and retrieval of paddleboats.

6. **Payments.** The Licensee must agree to pay the City in consideration for concession rights and privileges, a payment equal to X% of concessions sold, rental registration fees, or value of per person if fees are waived, and applicable leasehold tax. The Licensee will be required to pay the City within ten (10) days of the end of the month in which they are collected and for the term of this agreement. The Licensee will also be required to submit with payment, a signed statement attesting to the total revenue and a

registration list for each class. These statements must be made on a form provided by the City. Rental fees are defined as total revenue excluding Washington State Sales Tax. The City reserves the right to conduct audits and inspections without advance notice. The Licensee must agree to provide copies of all receipts and relevant documents upon request by the City.

a. **Late Fee:** A late fee of \$30 will be assessed for payments not received within ten (10) days of the end of the month in which the fees are collected. Multiple late payments may result in suspension or termination of this Agreement.

7. Insurance Requirements. Maintenance of insurance as required herein shall not be construed to limit the liability of the Licensee to the coverage provided by insurance or to limit the City's recourse.

a. The Licensee shall obtain and maintain continuously, at its own expense, the insurance referenced in attached Schedule B, which is incorporated herein by this reference.

8. Indemnification. Licensee shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Licensee's use of Premises, or from the conduct of Licensee's business, or from any activity, work or thing done, permitted, or suffered by Licensee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Licensee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the Licensee and City. The provisions of this section shall survive the expiration or termination of this Lease.

9. Non-discrimination. Vendor shall ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

10. Termination. Either party may terminate this Agreement by giving at least ten (30) days' written notice of termination to the other party, except that the City may, at its election, terminate this Agreement immediately without notice if Licensee fails to comply with any of the provisions of this Agreement. City may retain any advanced payments.

11. Non-assignment. The Licensee shall not assign, subcontract, or transfer any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the City.

12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

13. Severability. Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

14. Notice. Notices to the City and Licensee shall be sent to the following addresses:

To the City:

City of Lake Stevens
(425) 622-9406

To the Licensee:

15. Entire Agreement. This Agreement is the complete expression of the terms and conditions hereunder. Any oral or written representations or understandings not incorporated herein are specifically excluded.

“CITY”

“LICENSEE”

CITY OF LAKE STEVENS

Sarah Garceau
Parks and Recreation Director

Name _____
Title _____

Date: _____

Date: _____

Schedule A GENERAL OPERATION

1. The Licensee is authorized to provide only such services and concessions as listed in proposal.
2. Licensee will only provide approved snacks and beverages.
3. Licensee shall not stock, offer to sell or sell any tobacco or tobacco products, marijuana or marijuana products or vaping products.
4. Licensee shall not distribute, hand out or offer any leaflets, brochures, or literature unrelated to authorized offerings listed in this Agreement.
5. The Licensee will be responsible for all litter clean up in and about the premises.
6. The Licensee operating days and hours will be limited to: Hours and days. No exceptions will be made without prior written approval from the Parks and Recreation Director or his/her designee. The City will provide advanced notice of scheduled special events that may require modified operating hours.
7. Licensee is required to notify the public of hours of operation and notify the city and public if there is a closure for any reason.
8. The Licensee is responsible for paying all taxes, wages and other costs associated with the class or programs being offered.
9. Licensee expressly assumes FULL LEGAL RESPONSIBILITY for the conduct of employees, volunteers, or third parties hired to provide services ("Workers").
10. Pursuant to the Child and Adult Abuse Information Act (CAAIA), a Licensee operating in any City of Lake Stevens Park where children, developmentally disabled persons and/or vulnerable adults are present, the Licensee is required to perform criminal history/background checks on all its Workers at its own cost. All Workers must pass the criminal history/background check prior to beginning work for Licensee.
11. The criminal history/background check will be completed by Licensee no less than fourteen (14) days prior to the commencement of business under this Agreement, and no less than fourteen (14) days prior to any new Workers providing services in the concession. The City reserves the right to request copies of background check documents.
12. Licensee shall comply with all City of Lake Stevens ordinances, rules and regulations. If at any time any members of the business, its employees or volunteers, behave inappropriately or in a manner that conflicts with any laws, park codes, or rules and regulations outlined in this contract, they will be asked to leave, and this contract may be subject to termination in the City's sole discretion.

EQUIPMENT STORAGE

Licensee-owned Equipment and Supplies must be removed from the park at the conclusion of the contract. Some equipment may be stored onsite at owner's risk.

SIGNAGE

Licensee will be allowed two A-Frame sign and one temporary banner at the Premises during the services listed in this Agreement, not to exceed standards of the sign code.

SCHEDULE B INSURANCE REQUIREMENTS

A. Insurance Term

The Lessee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the leased Premises.

B. No Limitation

The Lessee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Lessee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an additional insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Property insurance shall be written on an all-risk basis.

A. Minimum Amounts of Insurance

The Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

B. Other Insurance Provisions

The Lessee's Commercial General Liability insurance policy or policies are to contain or be endorsed to contain that they shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it.

C. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

D. Verification of Coverage

The Lessee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee.

E. Waiver of Subrogation

Lessee and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

F. Public Entity's Property Insurance

City shall purchase and maintain during the term of the lease all-risk property insurance covering the building for its full replacement value without any coinsurance provisions.

G. Notice of Cancellation

The Lessee shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

H. Failure to Maintain Insurance

Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five business days' notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand.

I. Public Entity Full Availability of Lessee Limits

If the Lessee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Lessee.