

**SOLDIERS CREEK PARK & SEMINOLE COUNTY SOFTBALL COMPLEX
CONCESSIONS SERVICES AGREEMENT
(RFP-604864-24/LAS)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **WRIGHTS CONCESSIONS LLC**, duly authorized to conduct business in the State of Florida, whose address is **3350 SW 148TH AVE, SUITE 110, MIRAMAR, FL, 33027**, in this Agreement referred to as “CONCESSIONAIRE”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

W I T N E S S E T H:

WHEREAS, COUNTY owns and operates Soldiers Creek Park and Seminole County Softball Complex, located in Seminole County, Florida; and

WHEREAS, COUNTY desires to make food and beverages available at COUNTY parks and events pursuant to the terms of this Agreement to the users and patrons of its parks and other persons; and

WHEREAS, CONCESSIONAIRE is competent to provide services under the terms of this Agreement, including the preparation and sale of food and beverage products at COUNTY parks.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONCESSIONAIRE agree as follows:

Section 1. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which CONCESSIONAIRE shall provide for the sale of food and beverages COUNTY parks and events. CONCESSIONAIRE shall perform the services as described in Exhibit A. Scope of Services, attached and incorporated in this agreement.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of five (5) years. At the sole option of COUNTY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONCESSIONAIRE.

Section 3. Compensation and Payment.

- (a) CONCESSIONAIRE agrees to compensate COUNTY as described in Exhibit B, Fee Structure, attached and incorporated into this Agreement.
- (b) Payments shall be made to COUNTY on a monthly basis and shall be accompanied by a detailed monthly financial statement showing all gross revenues generated by CONCESSIONAIRE's sale of food and beverage items at COUNTY Parks.

Section 4. Commission on Gross Sales.

- a) Commission not paid by the due date shall bear interest at the rate of one and one half percent (1 ½%) per month from the date due until paid.
- b) All commissions due to COUNTY under this Agreement shall be paid monthly to COUNTY on or before the 30th day of the calendar month succeeding the month for which the payment is applicable.
- c) In computing the commission due to the COUNTY, the first monthly accounting period shall commence on the date CONCESSIONAIRE open for business and shall end at the close of business on the last day of the same calendar month.

Section 5. Concession Rights.

- a) Subject to the terms and conditions of this Agreement, COUNTY grants CONCESSIONAIRE non-exclusive rights to provide food and beverage concessions at COUNTY Parks and events as directed by COUNTY.
- b) COUNTY reserves the right for its patrons and employees to provide, prepare, and store food and beverages for their own use and consumption
- c) Notwithstanding these rights, CONCESSIONAIRE is prohibited from selling alcoholic beverages, pursuant to section 190.34 of the Seminole County Code. However, CONCESSIONAIRE may seek prior approval for the sale of alcoholic beverages from the COUNTY for special events but COUNTY reserves the right to deny CONCESSIONAIRE's request for any reason. The discretion of when, where, and if and which types of alcoholic beverages are sold lies solely with the COUNTY. Should the COUNTY restrict or prohibit the sale of alcoholic beverages, CONCESSIONAIRE shall not seek any adjustment of the fees paid or revenues to be paid by CONCESSIONAIRE to COUNTY. CONCESSIONAIRE is also responsible for obtaining all required permits and providing security during events where alcohol is served. Last, CONCESSIONAIRE's right of refusal for the sale of alcoholic beverages shall not apply to events involving third party arrangements, tenants, or sponsors, including for the sale or sampling of alcoholic beverages.

Section 6. Menu and Pricing

- (a) CONCESSIONAIRE will have the right to price each of its concession products. Pricing must be consistent for all users and patrons. No special discounts for specific groups are allowed. CONCESSIONAIRE is also not allowed to give price breaks or free products to COUNTY staff members.

- (b) All menu items must be approved by the County no later than three (3) weeks before the first event the CONCESSIONAIRE is required to operate. Any modifications to the approved menu must be renewed and approved by the county prior to implementation. A sample menu is attached to and incorporated into this Agreement as Exhibit C. No gum or sunflower seeds are to be sold or provided at the facility by the CONCESSIONAIRE.
- (c) CONCESSIONAIRE shall prepare and affix signage, as approved by COUNTY, displaying the food items and pricing in plain view of patrons. CONCESSIONAIRE may choose to do so by either “reader board,” printed menu, or a combination of both.
- (d) Seasonal adjustments or other menu adjustments, including price changes of a minor nature, may be necessary during the term of this Agreement. All seasonal or minor menu adjustments must be approved by COUNTY. In the event that COUNTY exercises its option to renew this Agreement, CONCESSIONAIRE shall update the concession product menu and prices to accurately reflect what is provided by CONCESSIONAIRE.
- (e) Concession products must be high quality in terms of food content and preparation. Samples of concession products must be submitted to the Seminole County Leisure Services Department Director prior to sale.

Section 7. CONCESSIONAIRE Responsibilities

- (a) At its own expense, CONCESSIONAIRE is responsible for obtaining all necessary permits and licenses including all licenses and permits as required by the state and local authorities. In the event that permitting is mandated, the County will provide the CONCESSIONAIRE the proper documents including but not limited to: food service equipment layouts, architectural drawings, food service specifications data sheets and any other document necessary to obtain proper licensing for the operation of food concessions. CONCESSIONAIRE, in addition to obtaining proper permits and licenses, shall also timely pay any and all taxes assessed against it for the operation of its concessions.
- (b) CONCESSIONAIRE shall also comply with all health, sanitary, and other regulation and laws. This includes maintaining all assigned areas in a clean, sanitary condition consistent with all pertinent health and sanitary codes and authorized health authorities. Moreover, CONCESSIONAIRE shall comply with all industry standard food safety procedures and maintain a high quality of food and beverage. All food service operations will be under the supervision of a Food Safe Certified employee. CONCESSIONAIRE shall be responsible for any health issues arising from the service of food by CONCESSIONAIRE or any of its employees or agents. COUNTY reserves the right to determine whether a particular product complies with these standards. All food handling will be within the guidelines of the State of Florida Health Department (FDOH). The CONCESSIONAIRE may, without County approval, temporarily suspend food service operations if conditions (natural or man-made) representing an unreasonable risk to the public occur. In such events, the Concessionaire shall inform the County as soon as possible. Concession operations shall resume as soon as practicable after the risk has been removed

(c) The CONCESSIONAIRE may not keep or store goods, merchandise, or materials in the concession stands that are explosive or hazardous; nor may CONCESSIONAIRE carry out offensive, dangerous trade or business in the concession stands. CONCESSIONAIRE is prohibited from partaking in any activity that it would reasonably know could increase the rate or suspend the insurance on the leased premises or on COUNTY structures.

(d) CONCESSIONAIRE is responsible for compliance with all requirements of federal, state, and local laws, rules, and regulations related to the operation and sale of vending machines. This includes abiding by rules prescribed by the COUNTY for the Operation of the Concessions and COUNTY rules relating to the use of COUNTY facilities. To ensure compliance with COUNTY's rules and regulations, CONCESSIONAIRE, shall coordinate with COUNTY prior to the installation and operation of vending machines.

(e) CONCESSIONAIRE shall employ sufficient, suitable personnel and such employees are the sole responsibility of CONCESSIONAIRE. CONCESSIONAIRE is an independent CONCESSIONAIRE and not an employee of the County, nor are employees of the CONCESSIONAIRE employees of the County. Thus, CONCESSIONAIRE shall ensure enough properly trained personnel are employed to manage and operate the concession stand at its maximum efficiency. Sufficient number is a number which consistently provides customers with no unreasonable delay or inconvenience. The CONCESSIONAIRE shall not employ any permanent or temporary County employees.

Employees must, at all times, reflect personal cleanliness. Persons working for the CONCESSIONAIRE on the premises shall always be neat and clean and shall wear uniforms provided by the CONCESSIONAIRE including, at a minimum, a shirt or blouse with name tag identification that identifies them as CONCESSIONAIRE employees.

The CONCESSIONAIRE and its employees shall also be courteous to all guests and patrons of the premises. Employees shall not use improper language, consume alcoholic beverages, behave in boisterous manner, or engage in any horseplay, immoral, disreputable, or unbecoming or otherwise illegal or objectionable conduct or activities while on the premises.

The CONCESSIONAIRE and its employees shall follow the COUNTY's no smoking policy and premises policies, which regulate permissible activities and does not allow any smoking within the Sports Complex, buildings, or surrounding property, except in designated areas

(f) CONCESSIONAIRE shall provide, at its sole cost, paper products, including napkins and straws necessary to support the concession operation. Whenever possible, CONCESSIONAIRE shall use recycled paper products. CONCESSIONAIRE shall also participate in all aspects of COUNTY's recycling program, including source separation of waste and recyclables. CONCESSIONAIRE shall coordinate its recycling efforts with COUNTY's Recycling Coordinator.

(g) CONCESSIONAIRE shall provide all necessary food service equipment and fixtures to support its concessions under the terms of this Agreement. Equipment and fixtures must be adequate to respond to patron demand efficiently. CONCESSIONAIRE may not use grills, gas, charcoal for food preparation at the Sports Complex.

COUNTY will provide no food service or storage equipment. Should County provide any other equipment, CONCESSIONAIRE is responsible for the maintenance and upkeep and that equipment such that it is in a clean and presentable condition. The CONCESSIONAIRE shall notify the COUNTY as soon as possible, of any location and COUNTY owned equipment of need of repair. The COUNTY will determine whether COUNTY wishes to make repairs or proceed with the replacement of the equipment. All routine repairs and maintenance will be made in conformity with the laws and rules and regulations prescribed from time to time by any federal,

state, or municipal authority having jurisdiction over the location of the work.

(h) CONCESSIONAIRE is responsible for all equipment maintenance and repair at its expense as follows:

(1) Cleaning and Polishing of the equipment so that the equipment is clean and presentable at all times.

(2) Routine Maintenance – all equipment to be checked periodically and a record of service calls maintained and made available upon request.

(3) Emergency service to be provided as required.

(4) Maintenance and upkeep of the areas used within concession areas.

(i) CONCESSIONAIRE is responsible for all damage to its equipment when the damage is caused by fire, flood, lighting, or any cause beyond the control of COUNTY. In addition, CONCESSIONAIRE shall be responsible for any losses due to theft, employee errors, vandalism, or power failures that result in damage to its equipment or COUNTY's equipment. CONCESSIONAIRE shall be responsible for the security and safety of the concession and related equipment assigned to its exclusive use. This requires CONCESSIONAIRE to lock all doors and windows when premises are not in use.

(j) CONCESSIONAIRE shall also be responsible for all garbage clean up in and around the concession, within 20 feet of the concession location on the dates that the concession is open to the public for the concession. The CONCESSIONAIRE shall maintain and clean the food service concession area and the area immediately surrounding the concession stand, within twenty (20) feet, on a regular basis based on customer usage. This includes depositing trash into proper park receptables. The CONCESSIONAIRE shall pay expenses related to maintenance and cleaning of the concession area.

(k) CONCESSIONAIRE shall provide prompt, efficient, and courteous service. Prompt, efficient, courteous service also includes services for persons of disabilities. CONCESSIONAIRE shall ensure that all services are always conveniently accessible to persons with disabilities. Notwithstanding, CONCESSIONAIRE will not be required to bear the cost of any modifications for this purpose to the premises as initially provide by the County.

(l) CONCESSIONAIRE, through its activities, shall not infringe upon the public's right of use and enjoyment of COUNTY parks.

(m) The sale of concession items must be made from locations that are approved by COUNTY.

(n) Confirming scheduled event start times or cancellation is the responsibility of CONCESSIONAIRE.

(o) CONCESSIONAIRE may not advertise off-site nor promote events.

(p) CONCESSIONAIRE may not use sound-producing devises within or outside the concession premises.

(q) CONCESSIONAIRE must maintain a phone to communicate with COUNTY staff.

(r) CONCESSIONAIRE has the right to utilize all food trucks only during tournament events. The COUNTY reserves the right to utilize food trucks or other food vendors only during non-tournament events. Any other arrangement must be approved by both parties. These vendors will be self-contained and not utilize the space contracted to the CONCESSIONAIRE. This right will be exercised no more than six (6) times annually, and CONCESSIONAIRE will be given a minimum of thirty (30) days' notice. Every attempt will be made to assure that non-competing items would be sold from the food truck.

Section 8. COUNTY Responsibilities

(a) COUNTY shall provide trash dumpsters at COUNTY Parks.

(b) COUNTY shall ensure that CONCESSIONAIRE has access to the facility at reasonable times to prepare the concessions for operations at any given event.

(c) COUNTY will provide water, electricity, or sewer service to the COUNTY Parks Concessions facility.

Section 9. Removal of CONCESSIONAIRE Personnel. Upon written direction by COUNTY setting forth just cause, CONCESSIONAIRE shall remove from service at COUNTY Parks, any of CONCESSIONAIRE's employees who are responsible for improper conduct under this Agreement or who are unable or unqualified to perform their assigned duties as determined by COUNTY. CONCESSIONAIRE shall provide a replacement person, acceptable to COUNTY, for the reassigned employee.

Section 10. Powers Reserved by COUNTY. COUNTY reserves, but is not limited to, the following powers:

- (a) Final determination of the quality of all Concession Products.
- (b) Final determination of all Concession Products.
- (c) Final determination of the design, layout, and location of all physical improvements for the Concession activities and any future changes or modifications.
- (d) The power to terminate this Agreement for acts of default by CONCESSIONAIRE in accordance with Section 14 of this Agreement.

Section 11. Financial Reporting and Accountability. CONCESSIONAIRE shall maintain at all times accurate computerized accounting records on the operation of this concession. The form and substance of the accounting system are subject to the determination of the Support Services Manager and must include, but is not limited to, the following:

- (a) Complete separation of financial records for this Concession operation from those

of any other of CONCESSIONAIRE's enterprises or business activities at locations other than Soldiers Creek Park and Seminole County Softball Complex.

(b) A complete financial system that conforms to generally accepted accounting principles and practices and includes annual line item budgeting for expenditure and revenue accounting, accounts segregating, and identifying assets, liabilities, and net worth.

(c) Documentation supporting all entries into the financial accounting system to include all expenditure invoices, payroll summaries, and copies of payroll tax returns, revenue, and bank deposit receipts, bank statements, and all other such related documentation, copies of which are to be submitted monthly.

(d) Complete inventory control records before and after each day's activities and an actual cash count of each day's receipts.

(e) Any other specific accounting information related to the Concessions operations that is determined by COUNTY to be meaningful and necessary.

(f) CONCESSIONAIRE shall maintain, at its principal place of business for a period of not less than five (5) years, documentation for transactions relating to the computation of Gross Revenue and Net Sales. COUNTY has the authority to make copies of all records for the purpose of verifying the accuracy of CONCESSIONAIRE's financial obligations and payment to COUNTY. It is the responsibility of CONCESSIONAIRE to provide all information reasonably necessary for the audit at no expense to COUNTY.

(g) Unless notice of dissatisfaction is served by COUNTY, statements of CONCESSIONAIRE submitted to COUNTY will be deemed final and binding upon the parties within three (3) years after receipt by COUNTY.

(h) All accounting records, documents, books, inventories, and other such related information must be made available for COUNTY inspection at any time during the term of this

Agreement. In addition to the right of inspection, COUNTY has the right at any time to conduct a full audit of CONCESSIONAIRE's records for any Accounting Year or Accounting Period, including a certified audit by an independent accounting firm, on the financial records and business activities of CONCESSIONAIRE relative to performance of this Agreement. COUNTY is responsible to pay for all audits conducted by COUNTY or by COUNTY's independent accounting firm. However, CONCESSIONAIRE shall submit to COUNTY a copy of its annual certified audit performed by CONCESSIONAIRE's accounting firm.

(i) CONCESSIONAIRE shall provide a financial operating statement by the fifteenth (15th) day of each month which details, on an accrual basis, all Gross Revenues, direct operating costs, and net profit resulting from the concessions operations for the preceding month. CONCESSIONAIRE shall provide other financial reports on the Concessions operation as are determined necessary and appropriate by COUNTY, including day-by-day statements including all payroll, product inventory in and out, and receipts, which must be accomplished daily. CONCESSIONAIRE shall provide a monthly report with each payment request and a copy of its annual certified audit performed by CONCESSIONAIRE's accounting firm.

Section 12. Indemnification of COUNTY. To the fullest extent permitted by law, CONCESSIONAIRE shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONCESSIONAIRE's provision of materials or services under this Agreement caused by CONCESSIONAIRE's act or omission in the performance of this Agreement.

Section 13. Insurance.

(a) CONCESSIONAIRE, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this

insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONCESSIONAIRE shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONCESSIONAIRE shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONCESSIONAIRE will relieve CONCESSIONAIRE of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONCESSIONAIRE in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONCESSIONAIRE.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONCESSIONAIRE shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONCESSIONAIRE shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONCESSIONAIRE or any other party.

(b) General Requirements.

(1) Before commencing work, CONCESSIONAIRE shall furnish COUNTY

with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face,** and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONCESSIONAIRE shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONCESSIONAIRE shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONCESSIONAIRE.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees

on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONCESSIONAIRE as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONCESSIONAIRE pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONCESSIONAIRE.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance

must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONCESSIONAIRE shall immediately notify COUNTY as soon as CONCESSIONAIRE has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONCESSIONAIRE has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONCESSIONAIRE will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONCESSIONAIRE, CONCESSIONAIRE, at CONCESSIONAIRE's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONCESSIONAIRE and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONCESSIONAIRE's insurance must cover CONCESSIONAIRE and its sub Concessionaires of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONCESSIONAIRE are as specified in Exhibit D.

(D) If CONCESSIONAIRE asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, CONCESSIONAIRE shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers'

Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or CONCESSIONAIRE, including CONCESSIONAIRE, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONCESSIONAIRE's insurance must cover CONCESSIONAIRE for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONCESSIONAIRE's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONCESSIONAIRE are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONCESSIONAIRE's insurance must cover CONCESSIONAIRE for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the

Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONCESSIONAIRE does not own automobiles, CONCESSIONAIRE shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONCESSIONAIRE'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONCESSIONAIRE are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONCESSIONAIRE's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONCESSIONAIRE are as specified in Exhibit D.

(5) Pollution Liability.

(A) CONCESSIONAIRE's insurance must cover CONCESSIONAIRE for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONCESSIONAIRE is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONCESSIONAIRE are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONCESSIONAIRE's liability under the provisions of Section 12 concerning indemnification or any other provision of this Agreement.

Section 14. Termination of Agreement for Breach.

(a) Material Breach: Any actions by CONCESSIONAIRE or any failure by CONCESSIONAIRE to perform any obligation under this Agreement that directly impairs or interferes with the cleanliness, safety, or favorable public image or reputation of the BOOMHAH Sports Complex will be a material breach and will entitle COUNTY to terminate this Agreement and all of CONCESSIONAIRE's rights arising under the Agreement upon fifteen (15) days written notice. This also includes CONCESSIONAIRE's failure to provide adequate service to the public. Nothing in this Agreement will preclude COUNTY or its agents from taking any immediate necessary action, including immediate termination to remedy dangerous or unsafe conditions or

serious threats to the safety of COUNTY staff or the public, regardless of the impact upon CONCESSIONAIRE. COUNTY retains the right, through its Leisure Services Director, to determine whether any action or failure of CONCESSIONAIRE constitutes a material breach under this Agreement. Any such determination will be conclusive and binding upon the parties for terminating the Agreement in accordance with the foregoing. CONCESSIONAIRE's failure to provide required services for either three (3) consecutive days or six (6) days total during a season when leagues or tournaments are conducted will be a material breach of this Agreement. If after notice of termination for CONCESSIONAIRE's failure to fulfill its obligations under this Agreement, it is determined that CONCESSIONAIRE did not so fail, the termination will be conclusively deemed to have been effected for the convenience of COUNTY.

(b) Loss of Essential Licenses – Extraordinary Breach. The loss by CONCESSIONAIRE of any license or permit necessary to the legal performance of CONCESSIONAIRE's duties and obligations under this Agreement will constitute an extraordinary breach of this Agreement and will be grounds for immediate termination by COUNTY. This provision applies specifically, but not exclusively, to the licenses or permits issued by the State of Florida. This subsection applies irrespective of the reason for loss or revocation of any necessary license permit.

(c) Unsatisfactory Performance. COUNTY retains the right to demand performance that is in all ways satisfactory to COUNTY. COUNTY retains the exclusive right to determine whether performance is or is not satisfactory. In the event CONCESSIONAIRE's performance under this Agreement is deemed unsatisfactory, COUNTY will have the right to terminate this Agreement and all rights and obligations under this Agreement. Upon delivery of fifteen (15) day's written notice to CONCESSIONAIRE, notice of termination under this subsection will provide

such additional time for termination, discontinuance of operations, and vacation of COUNTY Parks as deemed appropriate by the Director.

(d) Insolvency. COUNTY has the right to immediately terminate this Agreement if: (1) CONCESSIONAIRE makes an assignment for the benefit of creditors; (2) CONCESSIONAIRE files a petition in bankruptcy; (3) CONCESSIONAIRE is adjudged a bankrupt; (4) the interest of CONCESSIONAIRE under this Agreement is levied upon and sold upon execution; (5) by operation of law the interest of CONCESSIONAIRE under this Agreement becomes vested in another person, firm, or corporation because of the insolvency of CONCESSIONAIRE; or (6) in the event that a receiver or trustee is appointed for CONCESSIONAIRE or the interest of CONCESSIONAIRE under this Agreement.

(e) Abandonment. In the event CONCESSIONAIRE ceases to operate the Concession awarded under this Agreement or vacates or abandons COUNTY Parks or permits COUNTY parks to remain vacant or unoccupied without the consent of COUNTY, COUNTY will have the right to immediately terminate this Agreement.

(f) Mutual Termination Upon Disastrous Event. In the event that a fire, or hurricane, flood, windstorm, tornado, earthquake, or other natural disaster damages or destroys the premises to the extent that they cannot be repaired or replaced within sixty (60) days, either party may terminate the Agreement, with each party bearing its own losses due to termination. CONCESSIONAIRE, under such circumstances, shall be entitled to remove its inventory and equipment.

(g) Termination for Convenience. Upon providing thirty (30) day advance written notice to CONCESSIONAIRE, COUNTY may terminate this Agreement for convenience of COUNTY.

(h) Termination Accounting. In the event of termination under this Section, each party

will have full access to the other's financial records and accounts as they relate to this Agreement to facilitate a determination of the financial obligations of each to the other. If the parties cannot agree, then the parties shall submit to the jurisdiction of the Courts of Seminole County, Florida, for such determination through an appropriate cause of action. In any event, and regardless of the inability of the parties to agree as to the financial obligations of each to the other, COUNTY will be entitled to exclusive, free, and unobstructed use and possession of the Concessions areas of COUNTY Parks, immediately after the period for termination notice as provided for above has passed.

(i) Inventory upon Termination. Upon termination of this Agreement, whether it be for material breach or for convenience, the CONCESSIONAIRE shall quit the premises and take with it all inventory and equipment that belongs to them except such inventory and equipment that the COUNTY agrees to purchase from CONCESSIONAIRE at a price mutually agreed upon at that time.

Section 15. Advertising. All permitted advertising by CONCESSIONAIRE, on site of COUNTY Parks Concessions or CONCESSIONAIRE's services as it relates to this Agreement must be approved by the COUNTY's Leisure Services Director prior to use by CONCESSIONAIRE.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONCESSIONAIRE, COUNTY shall designate and advise CONCESSIONAIRE in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONCESSIONAIRE shall designate or appoint one or more representatives who are authorized to act on behalf of CONCESSIONAIRE and bind CONCESSIONAIRE regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 16. Taxes. CONCESSIONAIRE shall pay any and all taxes or special assessments that may be levied or assessed upon the COUNTY Parks Concession leased under this Agreement. CONCESSIONAIRE shall pay all taxes on its own personal property and leasehold. CONCESSIONAIRE is responsible for all sales taxes that may arise in connection with the operation of CONCESSIONAIRE's business.

Section 17. Inspection. COUNTY has the right to inspect, as it deems necessary, any or all of CONCESSIONAIRE's operations.

Section 18. Assignments. Neither party to this Agreement may assign this Agreement or any interest arising under it, without the written consent of the other party. Nor can CONCESSIONAIRE allow anyone else who is not a party to this contract to operate the food service concession area.

Section 19. Subcontractors. CONCESSIONAIRE shall not enter into subcontracts for any of the services to be performed under this by CONCESSIONAIRE without the prior written consent of COUNTY.

Section 20. Independent Contractor. At all times and for all purposes within the scope of this Agreement, the relationship of CONCESSIONAIRE to COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement may be construed to find CONCESSIONAIRE an employee of COUNTY, and CONCESSIONAIRE will not be entitled to any of the rights, privileges or benefits of Seminole County employees.

Section 21. Employee Status. Persons employed by CONCESSIONAIRE in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 22. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

Section 23. Waiver of Breach or Default. Waiver of any default may not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement may not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and duly signed by the parties.

Section 24. Notices. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this Section:

For COUNTY:

Seminole County Leisure Services Department
100 E. 1st Street
Sanford, FL 32771

Copy to:

Seminole County Purchasing and Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONCESSIONAIRE:

Wrights Concessions LLC
3350 SW 148th Ave, Suite 110
Miramar, FL 33027

Section 25. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 26. Equal Opportunity Employment. CONCESSIONAIRE shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONCESSIONAIRE shall take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision must include, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 27. Public Records Law.

(a) CONCESSIONAIRE acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONCESSIONAIRE acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONCESSIONAIRE shall provide COUNTY with all requested public records in CONCESSIONAIRE's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONCESSIONAIRE specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records and shall perform the following:

(1) CONCESSIONAIRE shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services or provide the materials required under this Agreement,

(2) CONCESSIONAIRE shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONCESSIONAIRE shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONCESSIONAIRE shall transfer, at no cost to COUNTY, all public records in possession of CONCESSIONAIRE, or keep and maintain public records required by COUNTY under this Agreement. If CONCESSIONAIRE transfers all public records to COUNTY upon completion of this Agreement, CONCESSIONAIRE shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONCESSIONAIRE keeps and maintains the public records upon completion of this Agreement, CONCESSIONAIRE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONCESSIONAIRE. CONCESSIONAIRE may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONCESSIONAIRE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONCESSIONAIRE MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 28. No Contingent Fees. CONCESSIONAIRE warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONCESSIONAIRE, to solicit or secure this Agreement and that CONCESSIONAIRE has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bonafide employee working solely for CONCESSIONAIRE, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its

sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 29. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, “Prompt Payment Procedures,” Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, “Contract Claims,” Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONCESSIONAIRE hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONCESSIONAIRE had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 30. Conflict of Interest.

(a) CONCESSIONAIRE shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics

in government.

(b) CONCESSIONAIRE hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONCESSIONAIRE to be conducted here and that no such person will have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONCESSIONAIRE hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

Section 31. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 32. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 33. E-Verify System Registration.

(a) CONCESSIONAIRE must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONCESSIONAIRE for engaging with or contracting for the services of any subcontractors under this Agreement, CONCESSIONAIRE must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONCESSIONAIRE must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONCESSIONAIRE has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONCESSIONAIRE, CONCESSIONAIRE may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONCESSIONAIRE otherwise complied with this Section, COUNTY must promptly notify CONCESSIONAIRE and order CONCESSIONAIRE to immediately terminate its agreement with the subcontractor.

(c) CONCESSIONAIRE shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

WRIGHTS CONCESSIONS LLC

, Secretary

(CORPORATE SEAL)

By: _____
Nathan Wright, CEO/President

Date: _____

[Rest of page left intentionally blank]

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____
Tammy Roberts,
Procurement Administrator

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
20___, regular meeting.

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Fee Structure
- Exhibit C - Menu Proposal
- Exhibit D - Insurance Requirements
- Exhibit E - Affidavit of E-Verify Requirements Compliance

Exhibit A- Scope of Services

I. Introduction

Food and beverage services at the Seminole County Softball Complex, 2200 North Street, Altamonte Springs, Florida 32714; and Soldiers Creek Park, 2400 State Road 419, Longwood, Florida 32750. Food and beverage operations and management of the two (2) concessions stands at each respective park.

In the event that the County seeks to bring major events or other similar national or international events to either complex which require alternative food and/or beverage accommodations, the County will make such modifications to the Agreement that are required for the County to obtain such an event.

II. Facility Description:

Soldiers Creek Park includes a fully equipped concessions building. The Softball Complex has an unfurnished concession operation. Within each of these buildings is a room for food preparation and food sales, with a sale counter/window separating the customers from the room. Connected to each food preparation and sales room is a storage room for the exclusive use of the food concessionaire. The concession area is designed to be pre-packaged or concession-style foods only, there are no grease traps or vent hoods in the facility. Floor plans of the concessions buildings is included in the attachments section of this solicitation.

III. Program Description and Regulations:

(a) The ball field's concessions shall operate during all regularly scheduled games and tournaments from the scheduled starting time of the first game until fifteen minutes after the start of the last scheduled game of the day or 10:15pm, whichever is earlier. For Perfect Game Baseball events only, the concessions will remain open until the start of the last rounds 1st game gets to the top of the 6th inning. The concessionaire has the right to remain open after these designated time frames if desired or agreed upon with staff liaisons.

In the event of weather delays, if a weather event occurs before noon (12pm), the concessionaire will stay open for at least 2 hours from the beginning of the weather delay. If the delay continues for more than 2 consecutive hours, the concessionaire may close for the rest of the day after communication with the Sports Complex Liaison. If the weather delay happens after 5pm, the concessionaire may close for the remainder of the day. The concessionaire has the right to remain open after these designated time frames if desired or agreed upon with Staff Liaison.

(b) Each concession space is equipped with:

1. Soldiers Creek Park:

- a. Areas:
 - i. Concession Area- 320 sq. ft.
 - ii. Concession Storage- 60 sq. ft.
- b. Equipment provided:
 - i. (1) hand sink
 - ii. (1) 14' two compartment sink
 - iii. (1) 530lbs. capacity Ice Machine
 - iv. (1) 23 cubic ft. Freezer
 - v. (1) 23 cubic ft. Cooler

Exhibit A- Scope of Services

- vi. (2) Microwave oven
- vii. (1) stainless steel counter space
- viii. Storage room with metal rack shelving
- ix. (1) stainless steel condiment shelf

2. Seminole County Softball Complex:

- a. Areas:
 - i. Concession Area- 450 sq. ft.
 - ii. Concession Storage- 100 sq. ft.
- b. Equipment provided:
 - i. (1) hand sink
 - ii. (1) 3 compartment sink
 - iii. Storage room with metal rack shelving.

The Concessionaire shall provide all other equipment necessary to deliver the food products. **Note:** grills, gas, and charcoal are not included and must not be operated inside the buildings. However, space is provided for outside grilling. Additional equipment may be placed at the approval of the County.

- (c) Concessionaire shall place no vending machines on the premises. The County reserves the right to provide vending machines in the Administration and Maintenance buildings at either site.
- (d) The County reserves the right under certain circumstances to utilize food trucks or other food vendors to supplement or replace the food service offered by the Concessionaire. These vendors will be self-contained and not utilize the space contracted to the concessionaire. This right will be exercised no more than six (6) times annually, and Concessionaire will be given a minimum of thirty (30) days notice. Every attempt will be made to assure that non-competing items would be sold from the food trucks.
- (e) The Concessionaire may, with County approval, temporarily suspend food service operations in the event that conditions (natural or man-made) representing an unreasonable risk to the public occur. In such event, the Concessionaire shall inform the County as soon as possible. Concession operations shall be resumed as soon as practicable after the risk has been removed.
- (f) **Fees.** The Concessionaire shall pay the County the fees agreed within the contract. The selected Concessionaire may lease the space from the County for an agreed amount on a monthly basis. The lease amount can be proposed as a percentage of gross revenue generated with a minimum fifteen percent (15%) guarantee, through services provided/contracted/coordinated through the food service concession area at the two locations. The Concessionaire shall provide a monthly financial statement to the County.
- (g) **Concessionaire Employees.** The Concessionaire is an independent contractor and not an employee of the County. The Concessionaire shall ensure a sufficient number of properly trained personnel are employed to manage and operate the concession stand at its maximum efficiency. Sufficient number is a number which consistently provides customers with no unreasonable delay or inconvenience. Employees of the Concessionaire are not employees of the County. Persons working for the

Exhibit A- Scope of Services

Concessionaire on the Premises shall be neat and clean at all times and shall wear some distinctive article of apparel that identifies them as Concessionaire employees. They shall be courteous to all guests and patrons of the Premises. Employees shall not use improper language, consume alcoholic beverages, behave in a boisterous manner, or engage in any horseplay, immoral, disreputable, or unbecoming or otherwise illegal or objectionable conduct or activities while on the Premises.

- (h) **Accessibility.** The Concessionaire shall insure that all services are at all times conveniently accessible to persons with disabilities. The Concessionaire will not be required to bear the cost of any modifications for this purpose to the Premises as initially provided by the County.
- (i) Concessionaire shall be responsible for the maintenance and upkeep of the areas used within the Concession area and shall maintain the Concession and all applicable equipment in good repair. Concessionaire shall be responsible for all garbage clean up in and around the Concession on the dates the Concession is open to the public for the Concession. The Concessionaire shall maintain and clean the food service concession area and the area immediately surrounding the concession stand on a regular basis based on customer usage. This includes depositing trash into proper park receptacles. The Concessionaire shall pay all expenses related to maintenance and cleaning of the concession area.
- (j) An Ice machine is included at Soldiers Creek Park. Concessionaire will be responsible for providing ice machine at the Softball Complex.
- (k) The Concessionaire may not assign or sub-lease or operate the food service concession area by anyone other than the agreed upon and as listed on the final contract.
- (l) The County shall pay all utilities for the Concession stands at each location.
- (m) The County makes no warranty, promises or representations as to the economic viability of concession.
- (n) Space Requirements – Any modifications/changes to the space will be approved by the County.
- (p) The Concessionaire shall follow the County's no smoking policy and premises policies, which regulate permissible activities and does not allow any smoking within the park grounds, buildings or surrounding property, except in designated areas.
- (q) The County retains the right to review and approve all menu items and items sold. No gum and/or sunflower seeds are to be sold/provided at the facility by the Concessionaire.
- (r) No goods, merchandise, or materials shall be kept, stored, or sold in the concession stand area that are explosive or hazardous; and no offensive or dangerous trade, business, or occupation shall be carried on in the concession stand. Nothing shall be done which will increase the rate or suspend the insurance upon the leased premises or upon structures of the County.
- (s) No sound-producing devices shall be used by Concessionaire within or outside its concession premises.

Exhibit A- Scope of Services

- (t) Concessionaire shall be responsible for the security and safety of the Concession and related equipment assigned to its exclusive use and shall lock all doors and windows when the premises are not in use. Concessionaire shall be responsible for any losses due to theft, employee errors, vandalism or power failures.
- (u) Permits and Taxes – Concessionaire agrees to obtain, and pay at its own expense, any and all permits and licenses, which may be required by law or ordinance in the conduct of the Concession and to timely pay any and all taxes, which may be assessed against it for whatever purposes in the operation of said Concession.
- (v) The sale of alcoholic beverages is generally prohibited in the Premises. However, it may be allowed for certain events, with prior approval from the County. Concessionaire is responsible for obtaining all required permits and providing security during events which serve alcohol.
- (w) All food and beverage items and related prices for sale shall be evident to the public either by “reader board”, printed menu, or both. Concessionaire agrees to provide copy of its menu to the County. Prices charged for food and beverage items shall be reasonable, as agreed upon between Concessionaire and the County.
- (x) The Concessionaire shall use bulk condiment dispensers at each stand. This will reduce the likelihood of trash around the complex.
- (y) Concessionaire shall provide all packaging for the food items. Where possible, the Concessionaire must not use single use plastics and when possible, utilize recyclable products.

EXHIBIT B- FEE STRUCTURE**CONCESSION SERVICES AT SOLDIERS CREEK & SEMINOLE COUNTY SOFTBALL COMPLEX**

The Concessionaire agrees to compensate the County at minimum 15% (fifteen percent) of the gross revenues it receives for sale of all food and beverages sold pursuant to this Agreement.

Line Item	Description	Unit of Measure	Percentage
1	Compensation to County - Proposed Percentage of Gross Revenues (Greater than or equal to 15%)	Percent	16.5%

Soldiers Creek & Softball Complex Projected Menu

Candy **Item Price**

Snickers	\$3.50
Reeses	\$3.50
M&M	\$3.50
Skittles	\$3.50
Starburst	\$3.50
Cow Tails	\$1.00
Ring Pops	\$1.00
Sour Patch Kids	\$3.50
Tootsie Pop Sucker	\$0.75

Drinks

Bottled Water	\$3.00
24oz Fountain Drinks	\$4.00
Gatorade/Powerade	\$4.00
16oz Monster	\$6.25
Sweet Tea	\$3.25
Lemonade	\$3.25
Coffee	\$2.25
Hot Chocolate	\$2.75
Cup of Ice	\$1.00

Soldiers Creek & Softball Complex Projected Menu

Combos come with Chips & a Fountain Drink

Combos

Item Price

Cheeseburger Combo	\$12.50
Hot Dog Combo	\$10.25
Pulled Pork Combo	\$12.50
Shredded Chicken Combo	\$11.50

SOLDIERS CREEK & SOFTBALL COMPLEX CONCESSIONAIRE

SERVICES

EXHIBIT D- INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease Aggregate
	\$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

	\$ 1,000,000	Per Occurrence
	\$ 1,000,000	Personal and Advertising Injury
	\$ 2,000,000	General Aggregate
	\$ 2,000,000	Products and Completed Operations

C. Business Automobile Liability Insurance:

	\$ 1,000,000	Combined Single Limit <u>(Any Auto or Owned, Hired, and Non-Owned Autos)</u>
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D. Sexual Abuse Liability:

	\$ 1,000,000	Per Occurrence
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E. Liquor Liability: \$1,000,000 Per Occurrence

(for any event where liquor is sold or served)

~~ End Insurance Requirements ~~

Agreement Name: _____

Agreement Number: _____

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number _____ are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT’S/CONTRACTOR’S breach. DATED this _____ day of _____, 20____.

Consultant Name

By: _____

Print/Type Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence OR online notarization, this _____ day of _____, 20____, by _____ (Full Name of Affiant).

Print/Type Name

Notary Public in and for the County
and State Aforementioned

My commission expires: _____