

TEMPORARY CONCESSION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2010 by and between the **ISLE OF WIGHT COUNTY BOARD OF SUPERVISORS** (hereinafter the “Board”) and _____ (hereinafter the “Concessionaire”). The Board and Concessionaire may hereinafter be referred to individually as a “Party” or jointly as the “Parties”.

WITNESSETH:

WHEREAS, the Board owns and operates certain property in Isle of Wight County, Virginia, referred to as the Joel C. Bradshaw Fairgrounds at the Isle of Wight County Heritage Park (hereinafter the “Park”), located at 21311 Courthouse Highway, Windsor, Virginia 23487-6136; and

WHEREAS, the Board desires to grant concession rights for the sale of food, beverages, apparel, and other items, as well as for the distribution of information, to be provided during the 2010 Hamtown Pork and Fork to be held at the Park in conjunction with Smithfield Packing.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, the Parties agree as follows:

- 1. GRANT OF USE:** The Board hereby grants to Concessionaire, and Concessionaire accepts, the non-exclusive privilege of maintaining a temporary concession within the Park (hereinafter the “Concession Premises”).
- 2. CONDITION OF CONCESSION PREMISES:** Use of the Concession Premises by the Concessionaire shall constitute acknowledgement that such premises is in good condition and that the Concessionaire accepts the Concession Premises in its presently existing condition, for which the Board shall not be required to make any alterations thereto.

3. **USE OF PREMISES:** The Concession Premises shall be used to provide temporary concession services. Concessionaire shall not use or permit the Concession Premises to be used for any other purpose, without obtaining the prior written consent of the Board (which shall not be unreasonably withheld).
4. **EQUIPMENT:** Concessionaire shall be solely responsible to pay for the space and equipment that is necessary to operate the concession as more fully set forth in Exhibit A.
5. **PRODUCTS:** Upon execution of this Agreement, Concessionaire shall provide the Board with a full and complete list of all products Concessionaire intends to sell on the Concession Premises. The Board reserves the right to prohibit the sale of any item that it deems objectionable or inappropriate for sale at the Park.
6. **HOURS OF OPERATION:** Concessionaire shall operate the concession in accordance with the schedules developed for programs or events by the Board in accordance with Exhibit A or at other times, as may be agreed upon by the Parties.
7. **PROHIBITED SALES:** Notwithstanding anything to the contrary, the sale of liquor, beer, or other alcoholic beverages, and tobacco products, as well as any and all controlled substances, including but not limited to marijuana, is strictly prohibited on the Concession Premises. A breach of this Section 7 shall be grounds for the immediate termination of this Agreement.
8. **INDEPENDENT CONTRACTOR; NO LEASE:** This Agreement is not a contract of employment, nor does an expressed or implied employer-employee relationship exist between the Board and Concessionaire or between the Board and any employee or agent of Concessionaire. Concessionaire shall at all times be deemed an independent contractor. Concessionaire is not, by virtue of this Agreement, authorized to bind the Board to any agreements or obligations. The Board shall not be liable for any acts of Concessionaire, its employees or agents in the performance of their duties. No portion of the Concession Premises shall be deemed to have been leased to the Concessionaire

pursuant to this Agreement. Concessionaire is a licensee and not a lessee of the Concession Premises. The right of Concessionaire to occupy the Concession Premises and operate the concession in accordance with this Agreement shall continue only so long as the terms of this Agreement are strictly and promptly complied with by Concessionaire.

9. **TERM:** The term of this Agreement shall be as set forth in Exhibit A (hereinafter referred to as the “Term”).

10. **REFUSE; SANITATION:** Concessionaire shall keep the Concession Premises in a clean and sanitary condition at all times. Concessionaire shall store all trash in the containers provided by the Board for that purpose.

11. **LICENSES; PERMITS:** Concessionaire shall be solely responsible for obtaining and paying for any and all permits or licenses that may be required for the operation of the concession.

12. **INSURANCE:** Throughout the Term of this Agreement, Concessionaire shall maintain insurance coverage, with a company licensed to do business in the state of Virginia, for bodily injury, death, or property damage occasioned by reason of the operations conducted by Concessionaire on the Concession Premises, including products liability. All such insurance shall name the Board as an additional insured party. Concessionaire shall provide the County Attorney with a certificate of insurance within fifteen (15) days of the date of this Agreement. No insurance policy may be cancelled or changed without thirty (30) days written notice to the Board of such cancellation or change in coverage.

13. INDEMNIFICATION: Concessionaire shall hold the Board harmless from, and shall defend and indemnify the Board from and against, any and all liability for injuries to, or deaths of, persons or damage to property arising from activities or services provided on the Concession Premises by the Concessionaire. Each Party shall give the other Party prompt notice of any claim that in any way directly or indirectly affects either Party, and both Parties shall have the right to participate in the defense of such claim.

14. TERMINATION: Either Party may terminate this Agreement at any time by giving thirty (30) days written notice to the other. Further, in the sole discretion of the Board, if the manner of operation of the concession does not meet the requirements of this Agreement, or if Concessionaire is in default of any terms of this Agreement, the Board may immediately terminate this Agreement.

15. ASSIGNMENT: Concessionaire may not assign any right, privilege, or license conferred by this Agreement without the prior written approval of the Board.

16. WAIVER: The waiver by the Board of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.

17. NOTICE: All notices required to be given in accordance with the terms of this Agreement shall be deemed to have been given by depositing the same in the United States mail, postage prepaid, and addressed as follows:

If to the Concessionaire: _____

If to the Board: Director, Department of Parks and Recreation
Isle of Wight County
P.O. Box 80
Isle of Wight, Virginia 23397

With copy to:

County Attorney
Isle of Wight County
P.O. Box 80
Isle of Wight, Virginia 23397

18. ENTIRE AGREEMENT; MODIFICATION: This Agreement constitutes the full and complete agreement between the Parties hereto with respect to the subject matter hereof. There are no statements, agreements, understandings or representations of any kind, express or implied, concerning the subject matter which are not merged herein or superseded hereby. This Agreement may only be modified or amended by an agreement in writing executed by both Parties hereto.

19. GOVERNING LAW: The Parties agree that this Agreement shall be deemed to have been made in the Commonwealth of Virginia and that the validity and construction of this Agreement shall be governed by the laws of the Commonwealth of Virginia. The Parties further agree that any legal action or proceeding arising out of this Agreement shall be commenced and tried in Circuit Court of Isle of Wight County to the express exclusion of any otherwise permissible forum.

[Signature Page to Follow]

IN WITNESS WHEREOF the Parties have executed this Agreement in Isle of Wight County, Virginia, on the day and year first above written.

Isle of Wight County
Board of Supervisors

Concessionaire

W. Douglas Caskey,
County Administrator

Approved as to Form:

A. Paul Burton
Interim County Attorney

EXHIBIT A

SPACE RESERVATION:

10 x 10 ft. space: _____ x \$75.00.00 = \$ _____

VENDOR PASSES:

Concessionaire shall provide a self-addressed, stamped envelope for delivery of vendor passes by the Board (limit of two (2) per Concessionaire).

OTHER ITEMS:

1. Concessionaire agrees to supply manpower to operate the booth according to the following schedule:

November 5 , 2010(Friday)5:00 p.m. – 9: p.m. aNovember 6, 2010
(Saturday) 9:00 a.m. – 4:00 p.m.
2. The Board reserves the right to terminate this contract and require the removal of Concessionaire's booth or exhibit for any cause deemed reasonable.
3. Concessionaire also knows that they will be responsible for providing their own 10'x10' tent and that there will be no electricity service provided.
4. All vehicles on display must have the wheels chocked. In addition, all aisles and pathways are not to be blocked due to limited space.
5. Display booths may not be taken down before 6 p.m. on Novermber 6th, 2010 without prior authorization.
6. Booths may be set up early Friday, November 5, 2010 starting at **2:00 p.m. a.** however it is imperative that everyone is unloaded and vehicles removed 1 **hour** prior to opening on Friday November 5; On Saturday November 6th in case of an emergency contact Audrey Kraemer and provisions will be made. (757) 357-1639
7. In case of rain/or leaking tent, please bring a sheet of plastic sufficient to cover the display, exhibit or merchandise located on the Concession Premises.

Name of Business _____

Contact Person _____

Phone _____ Cell Phone _____

Address _____

City _____ State _____ Zip _____

Email _____

Food to be served _____

All food and beverage vendors **MUST** have a Health Department Certificate and inspection. Contact Stacey Galuffo the IOW Health Department 757-357-7242.

For more information Contact:

Terry Rhinier (757) 357-2214 or terry.rhinier@iwus.net
IOW & Smithfield Tourism
319 Main Street, Smithfield, VA 23430
Visitsmithfieldisleofwight.com