Shakopee Indians Baseball
CONCESSIONS AGREEMENT
2023

This agreement, made and entered into this _____ 2023, by and between the City of Shakopee, a Minnesota municipal corporation, located at 485 Gorman Street, Shakopee, in the County of Scott, State of Minnesota (hereinafter referred to as "CITY") and the Shakopee Indians Baseball_, (hereinafter referred to as "SHAKOPEE INDIANS .

WITNESSETH:

Whereas the CITY is desirous of providing efficient concession services to patrons of Schleper Stadium; and

Whereas the SHAKOPEE INDIANS wishes to provide concession services at the Schleper Stadium in order to raise funds for the ongoing support of SHAKOPEE INDIANS expenses; and

Whereas the CITY desires to designate at least a portion of the concessions earnings to go into the Park Reserve fund, which is used in part to fund improvements at the Schleper Stadium, which is a benefit to the CITY;

Now, therefore, in consideration of the promises, terms and conditions stated herein, the parties agree as follows:

I. DUTIES AND RIGHTS OF TEAM/ORGANIZATION

A. The SHAKOPEE INDIANS agrees to obtain and maintain all licenses and permits necessary to operate a concession stand as required by any and all governmental agencies.

B. The SHAKOPEE INDIANS agrees to provide full and complete services for the sales of food concessions at the Schleper Stadium_ concession stand on the dates that it plays its home/league games. The CITY may request to provide these services at additional times and the SHAKOPEE INDIANS may meet those requests, if given two weeks notice.

C. The SHAKOPEE INDIANS agrees to pay the CITY an amount equal to Ten Percent (10%) of the gross receipts from concessions at the _Schleper Stadium._.

D. Payment shall be made annually, on or before November 1 of each year.

E. The SHAKOPEE INDIANS agrees to purchase and maintain all food goods, materials and supplies necessary for the concession stand. The SHAKOPEE INDIANS may sell souvenirs and other hard goods not sold by the CITY, as approved by the CITY in writing. SHAKOPEE INDIANS souvenirs and other hard good sales and beer sold in the concession stand under the licenses of a separate organization, shall not be subject to the commission specified in I.C., above.

F. The SHAKOPEE INDIANS agrees to provide, maintain, and repair facilities and equipment as necessary for the sale of concessions. The SHAKOPEE INDIANS will be responsible for the cost of any losses resulting from spoilage of frozen or refrigerated foods due to a power outage or equipment failure. The SHAKOPEE INDIANS shall thoroughly document such losses. If equipment is needed, either in replacement of or addition to the existing equipment, the equipment must meet appropriate NSF standards.

G. The SHAKOPEE INDIANS agrees to provide all manager(s), supervisor(s) and attendant(s) and other personnel for its concession operations. The SHAKOPEE INDIANS also agrees and understands that nothing contained herein creates or establishes the relationship of copartners between itself and the CITY and that it is an independent contractor and its officers, managers, supervisors, volunteers, attendants and other employees are not employees, agents or representatives of the CITY with respect to any services performed under this agreement. Such personnel or other personal associated with the SHAKOPEE INDIANS shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the CITY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Compensation, disability or severance pay and PERA.

H. The SHAKOPEE INDIANS agrees to maintain in internal control system, which includes a Cash Report, on forms approved by the CITY. Such reports shall be submitted along with each annual remittance of the CITY's share of the gross receipts. In accordance with Minnesota Statutes 16B.06, Subdivision 4, the SHAKOPEE INDIANS further agrees to allow the CITY or the State Auditor or their agents to review, upon request, all records associated with the performance of the agreement, including invoices for concession goods and supplies, all canceled checks for payment of such invoices, all inventory records, and to be present at the taking of inventories, and to verify inventory shrinkage records.

I. On or before November 30th of each year, the SHAKOPEE INDIANS shall provide the CITY with a copy of the season's concession financial report prepared by the SHAKOPEE INDIANS.

J. The SHAKOPEE INDIANS shall conduct its activities upon the premises so as not to endanger any person lawfully thereon; and shall indemnify, save and hold harmless the CITY and all of its officers, agents and employees from any and all claims, losses, injured, damages and liabilities to persons or property occasioned wholly or in part by the acts or omissions of the SHAKOPEE INDIANS, it agents, officers, employees, volunteers, patrons, or any persons associated with or served by the SHAKOEE INDIANS concessions operations.

K. The SHAKOPEE INDIANS agrees to provide a certificate of insurance showing proof of comprehensive general liability in the minimum amount of $1,000,000 per occurrence, products liability in the minimum amount of $1,000,000 per occurrence, and fire/property

damage in the amount of $100,000 per occurrence. The required insurance certificate must name City of Shakopee, its officials, agents, employees, and volunteers as additional insured's. A copy of the certificate must be submitted to the City Clerk, and all policies shall provide and the certificates issued evidence that the CITY will be notified at least 30 days prior to cancellation or modifications of coverage. Renewal certificates shall be provided to the CITY 30 days prior to the expiration date of coverage. All insurance must be provided at the SHAKOPEE INDIANS expense and at no costs to the CITY.

L. The SHAKOPEE INDIANS or the CITY may terminate this agreement upon thirty (30) days written notice to the other party. In the event of such termination by either party, the SHAKOPEE INDIANS agrees to pay the CITY the full remittance owed as of the date of termination.

M. The SHAKOPEE INDIANS, agrees to comply with Minnesota Statutes 181.59 and other related state and federal laws prohibiting discrimination in performance of this agreement on the basis of race, color, creed, religion, national origin, sex, martial status, disability and status with regard to public assistance, age or familial status. The SHAKOPEE INDIANS agrees to hold harmless and indemnify the CITY from costs including but not limited to damages, attorney fees and staff time in any action or proceeding alleging illegal discrimination.

N. The SHAKOPEE INDIANS agrees to comply with the Americans With Disabilities Act and not to discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs, and activities. The CITY has designated coordinators to facilitate compliance with the Americans Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations. The SHAKOPEE INDIANS agrees to hold harmless and indemnify the CITY from costs including but not limited to damages, attorney fees and staff time in any action or proceeding alleging a violation of the ADA.

O. The SHAKOPEE INDIANS agrees to abide by all applicable State laws and requirements, including but not limited those of the Minnesota Department of Health.

II. DUTIES AND RIGHTS OF THE CITY

A. The CITY agrees to provide, maintain and repair the complex and real property as necessary for the sale of concessions for use by the SHAKOPEE INDIANS. The CITY further agrees to provide storage for SHAKOPEE INDIANS inventories, subject to the limitations of available space at the Concession Stand. The CITY assumes no liability

for lost, stolen or damaged merchandise or equipment left or stored in the Concession Stand.

B. Should the building become unsuitable for the sales of concessions, due to vandalism, fire, weather related events, etc, the CITY reserves the right to terminate this agreement.

C. The CITY may immediately terminate this agreement in the event that the SHAKOPEE INDIANS fails to perform its duties under this agreement.

D. The CITY may terminate this agreement upon thirty (30) days written notice to the SHAKOPEE INDIANS for any reason other than stated in II.B or II.C.

E. The CITY will provide beverage refrigerator units through the CITY's beverage supplier.

III. JOINT DUTIES AND RIGHTS

A. The SHAKOPEE INDIANS and the CITY agree to work to develop a security plan for controlling access to the concession area. This plan will designate which SHAKOPEE INDIANS personnel will be issued keys to the concession stand. Individuals on this list may not transfer their keys to other individuals without prior approval by the CITY. The plan will also designate which CITY staff have access to the concession area for conducting building maintenance and inspections, etc.

B. The SHAKOPEE INDIANS and the CITY agree that the types, serving sizes, prices and packaging of concession items sold by the TEAM/ORGANIZATION shall be mutually agreed upon by the Shakopee Parks Recreation Director and the SHAKOPEE INDIANS.

C. The SHAKOPE INDIANS and the CITY agree that in the event a tournament sponsored by a local sports association is held in at the facility during the terms of this agreement, that the SHAKOPEE INDIANS will pass on a share of its concession revenue generated during the tournament to the CITY if it operates the concession stand. The amount of share shall be mutually agreed by the SHAKOPEE INDIANS and the CITY.

D. It is mutually understood and agreed that this Agreement represents the entire agreement between the parties and supersedes and all prior agreements or proposals, written or oral, and that no alternation, modification or addenda to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

E. This Agreement shall commence upon execution by both parties, and shall terminate on November 1, 2023, unless otherwise provided for as in Section (I).

F. This Agreement shall not be assignable except by the written consent of the CITY.

G. This Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers, thereunto duly authorized, as of the day and year first above written.

CITY OF SHAKOPEE

_____
Mayor

_____
City Administrator

_____
City Clerk

SHAKOPEE INDIAN BASEBALL

_____
Manager