

**MCPHERSON RECREATION COMMISSION
CONCESSION EVENT LEASE AGREEMENT**

This Concession Event Lease Agreement ("Agreement") entered into this _____ day of _____, 20____, by and between the McPherson Recreation Commission ("Lessor") and _____ ("Lessee"), agree and covenant as follows:

1. Lessor agrees to grant to Lessee the exclusive right to provide concessions for facilities operated by Lessor at:

- Grant Complex
- Wall Park
- Light Capitol Baseball Facility

from the _____ day of _____, 20____ through the _____ day of _____, 20____.

2. Lessee shall pay to Lessor the sum of \$ _____ at the time of the execution of this Agreement in consideration for the right to provide concessions at the above facility.

3. Lessee shall have the right to use the equipment currently in Lessor's concession stand at the above facility; and in the event said equipment is damaged as a result of Lessee's use, Lessee shall be responsible for the cost of repairing the same.

4. Lessee shall be responsible for the management of the concessions during the period of operation and responsible for the quality of the products sold. However, Lessee shall purchase

and offer for sale only soft drink products from Coca-Cola; and shall not allow the sale or consumption of any alcoholic beverages at any of the facilities listed above.

5. Lessee shall clean the concession area and bleachers at the facilities at the conclusion of each day's event.

6. Lessee shall immediately notify Lessor of any problem, broken or malfunctioning equipment or any disturbances during the event.

7. It is acknowledged by both parties that Lessee is an independent contractor and not considered an employee of Lessor for any purpose, nor are employees of Lessee to be considered employees of Lessor. Lessee shall be responsible for all decisions regarding employment of its employees, including, but not limited to, supervision of job duties, payment of wages, benefits and taxes, provision of insurance including worker's compensation insurance and any liability insurance for operation of the concession facility.

8. Lessee agrees to indemnify and hold Lessor, its officers, directors and employees, harmless from all damages, losses or expenses (including, without limitation, interest and penalties, reasonable attorneys' fees and expenses) suffered or paid, directly or indirectly, as a result of or arising out of Lessee's operation of the concession facility or any breach or default in the performance by Lessee of any covenant contained in this Agreement.

9. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. This Agreement shall not be assigned by Lessee without the prior written consent of Lessor. Nothing in this Agreement, express or implied, is intended to confer upon any third person any rights or remedies under or by reason of this Agreement.

10. This is the entire Agreement and may not be amended except by an instrument in writing signed on behalf of each party.

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement on the date first above written.

LESSOR:

LESSEE:

MCPHERSON RECREATION COMMISSION

By: _____

By: _____