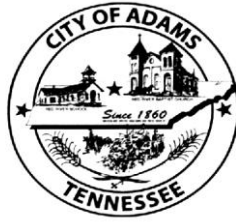


**PUBLIC NOTICE  
ADVERTISEMENT FOR BID  
#2021-004**

The Adams Recreation Club is accepting competitive bids for **CONCESSION SERVICES**. Specifications may be obtained at the Adams City Hall. Questions may be directed to Anna Luke 615-696-2593. Bids must be received in the Office of the City Recorder by 4:00pm local time on Thursday March 11th 2021.

Anna Luke  
City Recorder



Bid 2021-004

## AGREEMENT FOR MANAGEMENT OF CONCESSION STAND SALES FOR THE ADAMS RECREATION CLUB

\_\_\_\_\_ and \_\_\_\_\_, (hereafter referred to as “managers”) agrees to manage and maintain the Ball Field Concession Stand located on the Bell School grounds in Adams, Tennessee, for the City of Adams Recreation Department (hereafter referred to as “club”) according to the following terms:

1. Managers agree to manage and maintain the ball field Concession Stand sales during each and every regular season and tournament game played at the Adams ball field. Club shall manage and maintain concession stand during tournament games.
2. Managers will NOT provide concessions for the Opening Day/BBQ fundraiser, scheduled in April.
3. Managers shall be responsible to keep Concession Stand, as well as grounds surrounding Concession Stand, clean and sanitary, meeting all State requirements regarding food handling safety.
4. Managers shall be responsible for purchase of all food and supplies needed to run the concession stand. In exchange, managers shall keep all profit over and above expenses, except for \$30.00/per regular season game (**OR PRICE AWARDED TO WHO IS WILLING TO PAY THE HIGHEST**) and \$50/per tournament game payable to the club (**OR PRICE AWARDED TO WHO IS WILLING TO PAY THE HIGHEST**), to be remitted to Adams’ City Hall each Monday for all games played the week prior.
5. Managers shall ensure that trash is picked up on the ground around the concession stand at the end of each night, and all trash bagged and placed in dumpster located on grounds.
6. One set of keys to the concession stand and the equipment room will be provided to the managers. Keys are not allowed to be duplicated.
7. No equipment at the concession stand shall be loaned or removed from the concession stand.
8. No payments for the club are to be received nor paid through the concession stand. Managers shall direct anyone conducting business with the club to Adams City Hall.
9. Upon completion of season, managers shall clean facilities, remove all food items and paper products, secure facilities, and return keys to city hall upon completion of the season.

10. This agreement is not all-inclusive and may be altered at the club's discretion upon notice to all parties.
11. Managers are responsible for maintaining the bathroom facilities in a clean and sanitary manner, to include toilet paper, paper towels, hand soap and all cleaning products.
12. Managers and all personnel working at the Concession Stand shall be required to follow the club's Code of Conduct (a copy of which is attached), and shall maintain the utmost decorum in dealing with and setting an example for the children of our community.
13. The term of this contract shall be for one (1) season, subject to the annual review and recommendation of the club, the satisfactory negotiation of the terms and the concurrence of the City of Adams.
14. Managers will have the Concession Stand cleaned and sanitized, meeting all State requirements regarding food handling safety, at the end of the season and before July 12<sup>th</sup>, 2021, unless there are tournaments.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

\_\_\_\_\_  
 Brandon Farmer  
 President, Baseball/Softball

Attest: \_\_\_\_\_

Approval Signature: \_\_\_\_\_  
 Mayor

Managers Information: \_\_\_\_\_  
 Print Name Sign Name

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code:

Phone Numbers: \_\_\_\_\_

Managers Information: \_\_\_\_\_  
 Print Name Sign Name

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code:

Phone Numbers: \_\_\_\_\_

## ADAMS RECREATION CLUB CODE OF CONDUCT

Everyone connected to the Adams Recreation Club program is to remember that the program exists for the sole purpose of the young people. Each and every person involved in the program is expected to follow the Code of conduct. GOOD SPORTSMANSHIP is the number one priority! Anyone who attempts to corrupt this program will not be allowed to participate in the future.

Any participant or official of Adams Recreation Club, who is judged to have engaged in, or been a party to, acts of physical violence, or obscene language or gesture, or any form of unsportsmanlike conduct, during league-sanctioned activity to include the following, shall not be permitted to participate in the program in the future.

(A) PHYSICAL VIOLENCE shall be defined as including, but not limited to:

1. The intentional crashing into a player with malice and great force.
2. The throwing of any objects at a player, coach or umpire with the intent to cause bodily harm.
3. Fighting that involves a player, coach or umpire.
4. Pushing or shoving by one or both parties.

(B) OBSCENE LANGUAGE OR GESTURE shall be defined as including, but not limited to:

1. Profanity that is directed toward another individual, or can be heard by another individual.
2. Any obscene motions with the fingers or any gestures that would be offensive to the players, coaches, officials or spectators.

(C) UNSPORTSMANLIKE CONDUCT shall be defined as including, but not limited to:

1. Action that shows violent disapproval of a call or decision by an umpire or protest committee.
2. Throwing of equipment, either on the playing field, in the dugout or ball park as a result of an official call.
3. Fake tag on a runner that causes injury.
4. Charging the mound as a result of a hit batter or near hit.

Penalties for violations shall be determined by the Adams Recreation Club Board of Directors.

I have read the above and agree to provide service as specified above, and to remit The Adams Recreation Club \_\_\_\_\_ amount per game, and to be paid weekly. The City of Adams Recreation Club retains the right to refuse any and all proposals.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_

### **GENERAL INDEMNITY**

I, \_\_\_\_\_ hereby indemnify, defend and hold harmless the City of Adams/Adams Recreation Club, its appointed or elected officials, employees, agents and each of them for any and all suits, actions, legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorney fees, costs and expenses of whatsoever kind of nature, arising out of my use and occupancy of the City of Adams/ Adams Recreation Club's property as stated in this agreement.

**The City of Adams/Adams Recreation Club reserves the right to reject any and all bids.**