

CITY OF FORT WALTON BEACH, FLORIDA
SAMPLE
CONCESSION AGREEMENT

This Agreement is made and entered into this _____ of _____, 2017, between the City of Fort Walton Beach, a Florida municipal corporation (hereafter referred to as “City”) and _____ a Florida _____, (hereafter referred to as “Concessionaire”.)

WHEREAS, the City owns and operates the Preston Hood Athletic Complex, hereafter referred to as the “Facility”, located at 132 Jet Drive, FWB, Fl. 32548; and

WHEREAS, two concession stand structures exist at the Facility possessing some equipment necessary to provide concession services to the patrons and visitors of the City; and

WHEREAS, the City solicited proposals to obtain food concession services from a fully qualified proposer, possessing the requisite skill, knowledge, qualifications and experience to provide the services as identified in RFP 17-003; and

WHEREAS, Concessionaire submitted a proposal, representing that it is capable of fulfilling the requirements in RFP 17-003; and

WHEREAS, the City desires to enter into an agreement with Concessionaire for concession services at the facility; and

WHEREAS, Concessionaire shall pay to City a monthly concession percentage to obtain those services at the facility; and

WHEREAS, Concessionaire shall pay to City an annual rental to obtain those services at the facility;

NOW, THEREFORE, in consideration of the acts and promises contained herein, the City and Concessionaire hereby agree to the following terms and conditions:

1. Grant and Description of Premises.

1.1 City grants to Concessionaire and Concessionaire accepts from City the privilege of maintaining concession services at the two free-standing food concession buildings at the Preston Hood Athletic Complex.

1.2 In addition, at the sole discretion of the City, the Concessionaire may be designated to provide concessions for other athletic contests, rentals and Special Events. For Special Events only, the City may contract with other concession or vending services if the services are not competing.

Proposer’s Initials: _____

2. Condition of Premises. Taking possession of the concession stands by Concessionaire shall constitute acknowledgement that the concession stand is in good condition. Concessionaire shall accept the concession stand in its presently existing condition, and City shall not be required to make any alterations to the concession stand.

3. Concession Fee & Payment.

3.1 Concessionaire shall pay to City during the term of this agreement _____% of gross revenue per month, and \$_____ annually for the exclusive privilege of maintaining concession services at the Facility.

3.2 Payments shall be paid to City the fifteenth day of each month, for the operations of the preceding calendar month, and payments shall be to the order of the City of Fort Walton Beach, and mailed or delivered to **City of Fort Walton Beach - Accounts Receivable, 107 Miracle Strip Pkwy, SW, Fort Walton Beach, FL 32548.**

3.3 All payments must clearly indicate the City contract number and name: "FWB17-003, Food Concession Services."

3.4 A fee of \$10.00 per day will be assessed for each business day the payment is late.

4. Accounting and Records.

4.1 Concessionaire shall keep an accurate set of books and records reflecting the gross revenues derived under and pursuant to concession rights herein granted. For the propose hereof, "gross revenue" shall mean and include any and all fees, without reduction, received by Concessionaire under and pursuant to the concession agreement.

4.2 Certified copies of the above books and record shall be furnished to the City, not less than quarterly in January, April, July, and October. Such documentation shall include copies of the monthly sales tax return filed with the Florida Department of Revenue.

4.3 The Concessionaire will track sales using a cash register or similar device approved by the City.

4.4 City may cause a semi-annual audit to be made of the books and records of Concessionaire in order to determine whether or not the concession fees paid pursuant to Section 3 are the same as those required thereby. The omission of the City to exercise its right to semi-annual audit at any time shall not constitute a waiver of such right, and notwithstanding such omission, the City shall have such continuing right, provided that except in the event to fraud, deceit or other extraordinary occurrence, each audit shall be made at intervals no less than six (6) months. In the event City elects to exercise its right of audit, City shall provide to Concessionaire written notice of such election at least forty-eight (48) hours in advance of the time of any audit. City shall have the right to elect the auditors to make the audit and audit shall be made at Concessionaire's expense unless the

City has requested a second audit within a one year period. In the event a second audit in a year's time is requested by the City, City shall pay the fees for said audit. Concessionaire shall make available to the auditor such personnel and records as the City may in its reasonable discretion request in order to complete such audit; and shall make no charge to the City therefore.

5. Scope of Services

Concessionaire shall perform the Services as defined in the Request for Proposal (RFP) #17-03, Exhibits "A", "B" and "C" and amendments, if any. The referenced RFP, Exhibits and any amendments are being attached here as Attachment "D", are incorporated by reference herein and made a part of this agreement as fully as if herein set forth. Unless otherwise specified herein, the Concessionaire is to furnish all supplies, equipment, manpower, and consumables to complete the Work.

6. Place of Work

Concessionaire's work will be rendered within the city limits of Fort Walton Beach, Okaloosa County, Florida.

7. Commencement

The services on this Contract shall commence within 30 days of issuance of the Notice To Proceed (NTP) dated February xx, 2017.

8. Time of Essence

7.1 The parties understand and agree that time is of the essence in the performance of this Contract.

9. Correction of Services

The Concessionaire shall promptly correct all issues identified by the City or any licensing body as faulty, defective, or failing to conform to this Agreement whether observed before or after completion of the services. The Concessionaire shall bear all costs of lost revenue while correcting such rejected work.

10. Use of Premises.

10.1 The concession stand shall be used to conduct concession type services including, but not limited to the sale of hot dogs, hamburgers, soft drinks and snacks in accordance with any required licenses, permits and City third-party agreements.

10.2 Concessionaire shall file a current menu including product and price identification, with the City and provide a copy to the City each time the menu is adjusted by concessionaire. The Concessionaire shall have the flexibility to change the menu to meet the needs of patrons and visitors to the City.

10.3 Tobacco products, liquor and /or alcoholic beverages shall not be sold by Concessionaire at the Facility.

10.4 Concessionaire shall have the flexibility to sell soft goods, such as softballs, sunscreen, and can holders, subject to City approval and any contractual limitations.

11. Equipment for Concessionaire.

11.1 Concessionaire may secure a portable unit for concession services during soccer and other activities as required, based on location of fields. Concessionaire shall be responsible for any fees associated with portable units and mobile service.

11.2 To ensure the safety of patrons and visitors at the Facility when utilizing an outdoor grill, Concessionaire shall provide a barrier between the grill and patrons and visitors that will not cosmetically detract from the appearance of the Facility.

11.3 Concessionaire may at their expense, provide any minor equipment necessary food handling services, (i.e. hot dog roasters, popcorn makers, pretzel warmer, etc), subject to all life, safety and health codes.

12. Quality of Service. All items sold by Concessionaire shall be of first class quality, and the service provided by Concessionaire shall be rendered courteously and efficiently. City reserves the right to prohibit the sale of any item that it deems objectionable, and City shall have the right to order the improvement of the quality of either the merchandise or the services rendered.

13. Hours of Operation.

13.1 Concessionaire shall operate the concession stand, including portable units and mobile service as required, for any scheduled games resulting in the use of two (2) or more fields at the same time.

13.2 Concessionaire shall be open and ready for operation not less than fifteen (15) minutes prior to scheduled event or game. Concessionaire must operate and provide concession services until the last fifteen (15) minutes of any scheduled event or game.

13.3 Additionally, Concessionaire must provide concession services for any and all scheduled tournaments and group activity deemed necessary by the City. Concessionaire will not be considered the exclusive vendor during the “Special Event Rentals”.

14. City Agreements. The City reserves the right to enter into Corporate Sponsorship agreements or other beneficial agreements at any time and at its sole discretion. Concessionaire agrees to conform to the specifications of such agreements, including but not limited to exclusive purchase and sale of approved brand name products, regardless of when the agreement is executed by the City.

15. Independent Contractor Status; Indemnity.

15.1 At all times the winning Concessionaire will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney’s fees for trial and on appeal, of any kind and nature arising or growing out of or in any way

connected with the performance of the Contract whether by act or omission of the Concessionaire, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

15.2 Concessionaire Staffing.

15.2.1 Concessionaire personnel are viewed by the public as an extension of the City staff and are required to conduct themselves accordingly. Concessionaire shall at all times employ only those persons of good moral character.

15.2.2 All personnel of Concessionaire shall be neatly dressed at all times and easily identifiable as employees. Personnel shall conduct themselves courteously in their relations to the public.

15.2.3 Personnel shall observe strict impartiality as to rates and services in servicing the public. Concessionaire may, subject to the approval of City, grant reduced rates to Concessionaire's staff under such circumstances as are customary in businesses of the character conducted under this agreement.

15.2.4 Nondiscrimination. Concessionaire shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. Concessionaire and Concessionaire's employees shall not discriminate against any person because of race color, creed, sex or national origin by refusing to furnish such person any service or privilege offered to or enjoyed by the general public. Neither Concessionaire nor Concessionaire's employees shall publicize the services provided under this agreement in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, ancestry, sex, age, or national origin.

15.3 Subcontractors. The Concessionaire shall not employ subcontractors without the advance written permission of the City.

16. Repair and Maintenance of Concession Stands.

16.1 Repair & Maintenance - Concessionaire shall maintain the concession stand in good order and repair at concessionaire's own expense during the entire term of this agreement as it was accepted at the time of possession pursuant to Section Two (2). If Concessionaire neglects or refuses to do so, City shall have the right to perform maintenance or repairs for the account of Concessionaire, and the City shall first give Concessionaire fifteen (15) days' written notice of its intention to perform maintenance or repairs to enable Concessionaire to perform maintenance or repairs at Concessionaire's own expense.

16.2 Structural Maintenance - Structural maintenance to the concession stand, including plumbing, HVAC, electrical, painting and decoration, whether interior or exterior, shall be performed by the City.

16.3 Approval for Alterations Required - No alterations or additions of any character shall be made on or to the concession stand by Concessionaire without obtaining the prior written consent of City. If alterations or additions are made, Concessionaire shall agree to hold City harmless for such alterations or additions.

16.4 Improvements as Property of City - All alterations and additions to the concession stand shall remain on the concession stand and become the property of City on the termination of this agreement.

16.5 Maintenance of Equipment - Concessionaire shall maintain all equipment in good working condition at all times, at Concessionaire's own expense, for the operation of the concession stand. Concessionaire shall be responsible for replacing, with the exception of reasonable wear and tear, any equipment or built-in furnishings of City that becomes missing, damaged beyond repair, or too unsanitary for use; Concessionaire shall replace all equipment or built-in furnishings that Concessionaire is required to provide under Section 16.1 of this agreement, if it becomes unfit for use.

17. Premises to be Kept Clean.

17.1 Concessionaire shall keep the concession premises in a clean and sanitary condition at all times. Concessionaire shall store all trash in the containers provided for that purpose, and shall provide for the removal and proper disposal of all trash from the concession premises at the close of each day the concession premises are open for business.

17.2 Additionally, it is the responsibility of Concessionaire to remove all trash and debris found on the Facility premises that is directly associated with sales from the Concessionaire.

18. Right of Access.

18.1 City shall have access to the concession stand, and to each part of the concession stand, during the hours of operation of Concessionaire for the purpose of inspecting and making repairs on the concession stand and as deemed necessary by the City.

18.2 Deliveries shall be made during non-game times. Vehicles must be removed immediately after unloading and extreme care exercised while traversing pedestrian pathways. At no time is it acceptable to block walk way area.

18.3 City will provide keys to Concessionaire for access to the concession stands. Concessionaire will be responsible for distribution of keys to its employees. These locks may not be changed by the Concessionaire.

19. Signs / Advertising / Name. Concessionaire shall not erect any sign on the concession stand without obtaining the advance written approval of the City. Concessionaire may enter into advertising relative to the concession stand that is consistent with the dignified approach necessitated by the reputation of the facility.

20. Licenses and Permits. Concessionaire shall obtain and pay for all permits or licenses that are now, or may be required for the operation of the concession stand, and provide the City with copies on annual basis.

- 20.1 If the Concessionaire does not have a current Fort Walton Beach business tax receipt, the following will apply:
- a. If the business is located within the City limits of Fort Walton Beach, the applicable business tax must be paid as set forth in the City’s current business tax fee schedule.
 - b. If the business is located outside the City limits of Fort Walton Beach and the business qualifies for an exemption pursuant to “Florida State Statute 205.065 Exemption; nonresident persons regulated by the Department of Business and Professional Regulation (DBPR)”, provide valid copies of a DBPR license **and** a Business Tax Receipt (BTR) from the county or municipality in the state where the permanent business location or branch office is maintained and a BTR will be issued at no cost. Otherwise, fees as set forth in the City’s current business tax fee schedule will apply.

21. Compliance with State and Local Laws. Concessionaire shall comply with applicable state and local laws governing the operation of the concession stand. Violation of state laws or the ordinances of the City of Fort Walton Beach or County of Okaloosa may be considered as cause for termination of this agreement.

22. PUBLIC RECORDS

IF CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONCESSIONAIRE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK – CITY OF FORT WALTON BEACH
107 MIRACLE STRIP PARKWAY SW
FORT WALTON BEACH, FLORIDA 32548
850-833-9509
clerk@fwb.org**

22.1 Concessionaire shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City’s custodian of public records, Concessionaire shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida

Statutes or as otherwise provided by law.

22.2. Concessionaire shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Concessionaire does not transfer the records to the City.

22.3. Upon completion of the contract, Concessionaire shall transfer, at no cost, to the City all public records in possession of the Concessionaire or keep and maintain public records required by the City to perform the service. If Concessionaire transfers all public records to the City upon completion of the contract, Concessionaire shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Concessionaire keeps and maintains public records upon completion of the contract, Concessionaire shall meet all applicable requirements for retaining public records.

22.4 All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

22.5 Failure of Concessionaire to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.

22.6 If Concessionaire fails to provide the public records to the City within a reasonable time Concessionaire may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Concessionaire has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

23. Taxes. Concessionaire shall pay all taxes on personal property belonging to Concessionaire, and Concessionaire shall pay all sales and other taxes levied against the operation of the business. The City at their discretion may request copies of any quarterly sales tax reports.

24. Liability and Fire Insurance.

24.1 Throughout the term of this agreement, Concessionaire shall maintain the following insurance coverages, naming the City as an additional insured party, with minimum liability limits of Five Hundred Thousand Dollars (\$500,000) per occurrence:

24.1.1 Workers Compensation:

Coverage A In conformity with Florida Statutes.

Coverage B \$500,000/\$500,000/\$500,000

24.1.2 **Commercial General Liability***:

- Each occurrence for:
 - Bodily Injury/Property Damage \$500,000
 - Personal and Advertising Injury \$500,000
 - Products/Completed Operations \$500,000
- General Aggregate for: \$500,000
 - Fire Legal Liability \$100,000
 - Medical Payments \$10,000
 - Contractual Liability where applicable

*** Commercial General Liability must be on a comprehensive basis, including Personal Injury Liability, Products/Completed Operations, and must show City of Fort Walton Beach as an additional named insured with respect to these coverages.**

24.1.3 **Business Automobile Liability**

Combined Single Limit - \$1,000,000

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured
- The policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice
- Contractual Liability
-

24.2 Copies of the above-described insurance policies and all certificates of such policies shall be furnished to City effective as of the date of this agreement.

24.3 The above insurance policies shall contain clauses substantially in the following words:

- (a) “Notwithstanding any other provision in this policy, the insurance afforded under this policy to City shall be primary as to any other insurance or reinsurance covering City, and such other insurance or reinsurance shall not be required to contribute to any liability until the appropriate limit of liability afforded under this policy has been exhausted.”
- (b) “This policy may not be canceled or materially changed until 30 days after receipt by City of a written notice of cancellation or change in coverage, as evidenced by receipt of a certified letter.”

25. Partial Destruction of Concession Stand.

25.1 If at any time during the term of this agreement the concession stand is damaged by fire, act of nature, or other cause beyond the control of Concessionaire, to the extent that continued use of the concession stand is unfeasible, Concessionaire may, on

written notice to City delivered within thirty (30) days after the damage has occurred, suspend or terminate this agreement without any liability of Concessionaire to City except for the payment of concession fees accrued to the date of termination.

25.2 If Concessionaire does not elect to terminate this agreement, City shall, with due diligence, restore the concession stand to operative condition, but City shall not be obligated under this provision to expend on such restoration more than the proceeds of any insurance received by it on account of damage.

25.3 City shall not be responsible for any profits lost by Concessionaire due to the partial destruction of the concession stand.

26. Deposit to Secure Performance.

26.1 Prior to the commencement of operations under the terms of this agreement, Concessionaire shall at Concessionaire's own expense obtain and deliver to City a deposit fee of \$500.00 to guarantee payment of the concession fee called for in this agreement as well as the faithful performance of all the other terms of this agreement by Concessionaire.

26.2 City shall retain the deposit in the event of a breach of any of the terms of this agreement by Concessionaire. The deposit shall be returned to Concessionaire on or before August 31, 2017, if Concessionaire shall have fully performed all of the terms of this agreement to that date regardless the fact that the agreement may be renewed.

27. Term. The term of this agreement shall commence on the effective date, and end on September 30, 2017, both dates being inclusive. The term of this agreement is subject to the option to renew in Section 28, and to sooner terminate as provided below.

27.1 Fiscal Year Funding Appropriation: Unless otherwise provided by this request, the contract for supplies or services may be entered into for a one year period of time. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.

27.2 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods: When funds are not appropriated or otherwise made available to support continuation of the contract in any subsequent fiscal period, the contract may be terminated or modified. If the contract is terminated, the contractor shall be entitled to reimbursement for any work delivered or conducted pursuant to the contract.

28. Option to Renew.

28.1 This Agreement is for an initial period beginning **February xx, 2017** through **September 30, 2017**, with four (4) additional one-year options. The City shall have the option of extending the Contract for one (1) year increments upon mutual consent of the parties.

28.2 Either party may give written notice, no later than 45 days prior to the expiration of this Agreement period, of its intent to non-renew.

28.3 The concession fee shall be subject to revision, but all other terms of this agreement shall remain the same unless both parties mutually agree to change any of them.

28.4 The option to renew is, and shall remain, subject to the provisions of Section 29 of this agreement, concerning termination by City.

29. Termination by City

29.1 Termination for Default - If in the judgment of City the manner of operation of the concession stand or the quality of merchandise or services does not meet the requirements of this agreement, or if Concessionaire is in default of any other term of this agreement, City shall give Concessionaire a written notice specifying the particulars of the unsatisfactory performance or default within thirty (30) days after receipt by Concessionaire of the notice, City may terminate this agreement. The decision of City on any such matter shall be final.

29.2 Termination for Convenience - The City may terminate this Agreement at its convenience with 30 days advance written notice to the Concessionaire. In the event of such a termination by the City, the City shall be liable for the payment of all Services properly performed prior to the effective date of termination and for all services which cannot be cancelled and were completed prior to the effective date of termination and other reasonable costs associated with the termination and expected from the provisions of the Agreement and referenced documents.

30. Termination by Concessionaire. Concessionaire may terminate this agreement at any time after July 31, 2017, by giving thirty (30) days notice to City of Concessionaire's intention to terminate. If Concessionaire terminates this agreement prior to July 31, 2017, Concessionaire shall forfeit the deposit that secures Concessionaire's performance as described in Section 26.

31. Holdover. If Concessionaire holds over after the expiration of the term of this agreement with the express or implied consent of City, the holding over shall be deemed to be month-to-month tenancy at the concession fee stated in this agreement and otherwise subject to the terms of this agreement. This section is subject to the option to renew in Section 28.

32. Concession Stand on Termination. On the termination of this agreement for any reason, City shall have full authority to re-enter and take full possession of the concession stand without the necessity of obtaining legal process. Concessionaire stipulates that City shall not be liable to prosecution or for damages for resuming possession of concession stand.

33. Sole Purpose. The concession stand may be used only by Concessionaire for the sole purpose of providing concession services to patrons and visitors of the Facility.

34. Assignment Prohibited. Concessionaire may not assign any right, privilege, or license conferred by this agreement; nor may Concessionaire sublet or encumber any part of the concession stand without first obtaining the written consent of City.

35. Waiver of Breach. The waiver by City 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. The subsequent acceptance of a concession fee payment by City shall not be deemed to be a waiver of any prior occurring breach by Concessionaire of any term contained in this agreement regardless of the knowledge of City of the prior existing breach at the time of the acceptance of the concession fee payment.

36. Each Provision Material Condition. Each term of this agreement is material. A breach by Concessionaire of any one of the terms of this agreement shall be considered to be a material breach of the entire agreement and shall be grounds for the termination of the entire agreement by City.

37. Governing Law. All applicable local and state laws, rules, and regulations shall govern both the City and Concessionaire. The parties intend that this agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this agreement shall lie in Okaloosa County.

38. Severability. If any section, subsection, term or provision of this agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this agreement shall be valid or enforceable to the fullest extent permitted by law.

39. Sovereign Immunity. Nothing in this agreement shall be deemed a waiver by the City of its sovereign immunity, nor shall any provision of this agreement be interpreted to affect the City's sovereign immunity.

40. Construction. The Parties have participated jointly in the negotiation and drafting of this agreement. In the event an ambiguity or question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this agreement.

41. Attorney's Fees. In any dispute relating to this agreement each party shall be responsible for their respective attorney's fees and costs.

42. Notices. All notices under the agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered

personally, as provided hereafter, or to such other addresses as may be designated by notice:

To the City:

To the Concessionaire:

**City of Fort Walton Beach
City Manager
107 Miracle Strip Pkwy SW
FWB, Fl. 32548**

43. Entire Agreement. This agreement represents the entire and integrated agreement between the City and Concessionaire and supersedes all prior negotiations, representations or agreements, either written or oral. Provisions of this agreement may be amended only by written instrument approved and signed by City and Concessionaire.

44. Binding Successors. This agreement shall bind the successors, assigns, and legal representative of Concessionaire and of any legal entity that succeeds to the obligations of the City.

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Concessionaire has affixed their name and seal, as of the day and year first written above.

CITY OF FORT WALTON BEACH, FLORIDA

ATTEST:

By: _____
Michael D. Beedie, City Manager

SEAL

Kim M. Barnes, City Clerk
APPROVED AS TO LEGAL FORM

Hayward Dykes
City Attorney

CONCESSIONAIRE:

By: _____
(Signature)

(Printed Name)

SEAL

Proposer's Initials: _____

(Title)

Witness Signature

Witness Signature

(Printed Name)

(Printed Name)

(Title)

(Title)

Proposer's Initials: _____

CITY OF FORT WALTON BEACH, FLORIDA

**SAMPLE SCHEDULE OF ACTIVITIES/EVENTS
FOR THE PRESTON HOOD SPORTS COMPLEX**

Our Seasonal Programs

- Youth Soccer (Fall and Spring- Weekdays and Saturdays)
- Youth Baseball and Softball (Spring)
- Adult **Evening** Softball (Spring, Summer, and Fall- Weekdays)
- Adult Coed **Evening** Softball (Fall- Weekdays)
- Adult Church **Evening** Softball (Spring and Summer)

Scheduled Tournaments

The City hosts and/or organizes and host several tournaments throughout the year including adult and youth softball, soccer and baseball.

CITY OF FORT WALTON BEACH, FLORIDA
LETTER OF AGREEMENT
BUFFALO ROCK COMPANY – Dated 02-10-2016

Proposer's Initials: _____

CITY OF FORT WALTON BEACH, FLORIDA

RFP 17-003 (28 pgs)
Exhibits A, B & C