

AGREEMENT FOR CONCESSIONS 2024

This agreement is effective this 1<sup>ST</sup> day of February, 2024, between the City of Chester, Illinois, an Illinois Municipal Corporation, of 1330 Swanwick Street, Chester, Illinois, 62233, hereinafter referred to as "City", and \_\_\_\_\_ hereinafter referred to as \_\_\_\_\_.

1. The term of this agreement shall be from February 1, 2024 until October 31, 2024.
2. During the term of this agreement, \_\_\_\_\_ shall have the right to provide food service and concessions for sale at the Cohen Complex within Chester, Illinois.
3. \_\_\_\_\_ shall provide food service and concessions, including but not limited to food, sandwiches, candy, water, sports drinks and soft drinks from the concession buildings at Cohen Complex. It is intended that food service and concessions will be provided during all games, competitions and events.
4. During the term of this agreement, \_\_\_\_\_ will provide the City of Chester a Monthly Income Statement due the 1<sup>st</sup> of each month. 10% of their net profit will be paid to the City of Chester by \_\_\_\_\_ for operating the concessions pursuant to this agreement.
5. \_\_\_\_\_ may use any equipment located in the concession buildings; however, the City of Chester does not warrant the condition of the equipment and shall not be responsible for any repairs to the equipment. \_\_\_\_\_ shall be responsible for supplying any additional equipment needs, and the City of Chester shall not be responsible for any damage to \_\_\_\_\_ machines and/or equipment and inventory.  
  
\_\_\_\_\_ shall have the responsibility of adequately insuring the equipment they use to provide food service and concessions. \_\_\_\_\_ shall

save and hold the City of Chester harmless and indemnify the City of Chester against any losses which it suffers from fire, storm damage or other Acts of God or any acts of vandalism.

It is further agreed that the City of Chester shall not be liable for damages to person or any property damage sustained by \_\_\_\_\_ or any of their officers, members, employees, agents or volunteers or any other person whatsoever resulting from \_\_\_\_\_ providing food service and concessions or resulting from any accident or resulting directly or indirectly from any act, failure to act or neglect of \_\_\_\_\_ or their officers, members, employees, agents or volunteers or any other person or as the results of this agreement.

\_\_\_\_\_ shall defend and indemnify the City of Chester against any liability or loss incurred by the City of Chester as a result of any accident that may occur or as a result of \_\_\_\_\_ or their officers', members', employees', agents' or volunteers' negligence or as own expense, personal injury liability insurance in companies and through brokers approved by the City of Chester, adequate to protect against liability for bodily injury and property damage claims occurring as the result of providing food service and concessions or as the result of \_\_\_\_\_, their officers', members', employees', agents' or volunteers' or anyone's act or failure to act or as the result of this agreement. \_\_\_\_\_ shall purchase liability insurance with minimal limits of \$1,000,000.00 per person for bodily injury and \$300,000.00 for damage to property. Such insurance policy shall name the City of Chester as additional insured. Proof of the policy shall be delivered to the City of Chester for keeping. \_\_\_\_\_ agrees to obtain a written obligation

from the insurers to notify the City of Chester in writing at least 30 days prior to cancellation or refusal to renew any such policy.

6. \_\_\_\_\_ and their officers, members, employees, agents and volunteers shall not be an employee, volunteer or agent of the City of Chester, Illinois, but rather an independent contractor, who will have direct control of the work and the manner in which it is performed, and as such shall not be eligible for workers' compensation coverage through the City of Chester under Illinois Workers' Compensation Act or any other benefits provided by the City of Chester. The City of Chester is not responsible for any injuries/damages to \_\_\_\_\_ or their officers, members, employees, agents and volunteers, and it agrees that it shall not hold themselves out as an agent, employee or servant of the City of Chester under any circumstances for any reason.

\_\_\_\_\_ and their officers, members, employees, agents and volunteers are not an agent of the City of Chester and are not in any way authorized to make a contract, agreement or promise on behalf of the City of Chester or to create any implied obligation on behalf of the City of Chester, and \_\_\_\_\_ specifically agrees they will not do so. \_\_\_\_\_ is responsible for any Federal, Medicare and State taxes on itself and those of any employees, and the City of Chester will not be responsible for or withhold any taxes. The City of Chester will not provide workers' compensation insurance coverage, insurance or any other benefits to \_\_\_\_\_ or their officers, members, employees, agents and volunteers.

7. This agreement may not be assigned by \_\_\_\_\_, dba  
\_\_\_\_\_ without first obtaining the written permission of the City of  
Chester.

IN WITNESS WHEREOF, the parties have executed this agreement and made it effective this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF CHESTER, ILLINOIS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Mayor Tom Page, Chester, Illinois

ATTEST:

ATTEST:

\_\_\_\_\_

Secretary

\_\_\_\_\_

City Clerk, Chester, Illinois