

# CONTRACT

Name of Business: \_\_\_\_\_

Person signing this form: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Work Phone Number: (\_\_\_\_) \_\_\_\_\_

Home Phone Number: (\_\_\_\_) \_\_\_\_\_

Cell Phone Number: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Type of Business Activities and/or Goods to be Sold:

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## CONTRACTUAL REQUIREMENTS AND CONDITIONS

### 1. License to Operate; Severability of License; License Fee.

- a. The County may grant the Licensee an exclusive license to operate the Concession(s) at Jefferson County Lake on Terms and conditions set forth in an agreement offered to the awarded vendor or vendors.
- b. The County can terminate this License at any time if the Licensee does not adhere to any guidelines or service obligations set forth in an agreement as deemed to be in the best interests of the County.
- c. Yearly license fee is: 350.00 or monthly percentage as agreed upon between Concessionaire and Jefferson County Board of Commissioners

### 2. TERM OF CONCESSION LICENSE

This Concession Bid shall be for a term of one lake season which is approximately June 1, 2019 through October 1, 2019.

### 3. EXTENSION OF TERM

At the County's discretion, according to the decision of the County Board of Commissioners and staff, a two-year extension of this agreement may be considered, based upon performance by Concessionaire during the initial period of this agreement.

No Right to Extension of Term. No inference is intended nor shall one be made that the Licensee is or would be legally entitled to or would qualify for any extension of the Term.

#### **4. GUARANTEE of PERFORMANCE**

The Licensee will guarantee performance of Licensee's obligations, hereunder, and the payment of license fees, by the first day of each month. This Guarantee of Performance will be under review by the County throughout the Term.

#### **5. TAXES**

The Licensee shall be responsible for the payment of all taxes related to the Concessions, including the payment of sales taxes, personal property taxes, federal and state income taxes, excise taxes and the like on a timely basis.

#### **6. SECURITY**

The Licensee shall take steps to ensure that all locks and doors at the Concessions are kept in good working order to prevent damage from theft, vandalism and the like. At the Licensee's option, it may install a security alarm system in the Concessions.

#### **7. EVENTS of DEFAULT**

The Licensee shall be in default if any of the following occur and continue beyond any applicable grace or cure period provided herein:

- a. If Licensee violates any material term of the agreement.
- b. If the Licensee fails to pay the Licensee Fee, or any periodic payment thereof set forth in the Agreement.
- c. If the Licensee shall become bankrupt or insolvent, or files any debtor protection proceedings, in any court pursuant to any statute of the United States, or has filed bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Licensee's property, or if the Licensee makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the partial satisfaction of its debts. If any such event occurs, Licensee events must be vacated, dismissed or cancelled within sixty (60) days, to the satisfactory review of the County.
- d. If the Licensee abandons Concessions or gives evidence of its intention to abandon any of them, or otherwise indicates its unwillingness to perform substantially all of the obligations detailed here and in the Agreement.
- e. If any such default occurs and continues the County, without excluding or waiving any other rights or remedies that it may have, shall have the immediate right to enter the Concessions, and may remove all persons and property of the Licensee from County property and store any such property in a County or public warehouse or elsewhere at the cost of the Licensee, all without need to resort to legal process and without being deemed to have committed a trespass upon the Licensee or its property or becoming liable for any loss or damage which may be occasioned by the removal and storage of such property. In the event of termination of the Agreement, the Licensee shall be responsible for the payment of all sums due including but not limited to the remaining License fees for the Term and any costs and expenses of seeking out and contracting with another licensee, including broker's and finder's fees, if any.

## **8. VACATING PREMISES UPON TERMINATION; CONDITION of PROPERTY**

Upon the expiration of the Term or the earlier termination of this agreement by the County, the Licensee shall be required remove the Concessions stand and leave the land in the condition required by this agreement which, at minimum, shall be the physical condition in which they existed at the time of commencement of this agreement.

## **9. NO JOINT VENTURE**

Nothing in this agreement or in the relationship of the parties hereto shall be deemed a joint venture between them but shall always be deemed to be a relationship between a licensor and licensee.

## **10. NOTICES**

All notices required or desired to be given after the Agreement is executed must be sent first-class mail, certified, return receipt requested, addressed to the parties as follows:  
Jefferson County c/o Mickey Eames, 210 Courthouse Way Suite 160, Rigby, ID 83442

## **11. INSURANCE REQUIREMENTS.**

The awarded vendor will be required to provide insurance coverage required as part of this Contract. Upon award, the certificate of insurance form must be completed by the vendor's insurance agent/broker and submitted to Jefferson County c/o Mickey Eames. It must be stated on the certificate that Jefferson County has been added as an additional insured under the General Liability coverage. The signing agent/broker must also certify in writing that Jefferson County has been endorsed as an additional insured on the General Liability insurance policy. This letter shall be addressed to Jefferson County c/o Mickey Eames. **The authorized representative who signs the form must sign the letter as well. Please note that the certificate of insurance must be signed by an individual authorized representative, not with the agency name. The signature must be an original ink signature, not a stamped signature.**

The contractor shall be responsible for maintaining the specified insurance coverage in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Idaho and acceptable to Jefferson County.

## **12. LAWS AND ORDINANCES**

The concessionaire shall comply with all applicable laws, regulations, orders and ordinances. The concessionaire shall also obtain all necessary licenses and permits.

## **13. INDEMNIFICATION**

The contractor/concessionaire(s) shall indemnify and save harmless Jefferson County and its officers, agents, servants and employees, from and against any and all claims demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Agreement Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the contractor/concessionaire, its officers, agents,

servants or employees, any of its subcontractors, the County, any of its respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the contractor/concessionaire shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the contractor/concessionaire shall not be required to indemnify the County, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the County, its officers, agents, servants or employees, other than supervisory acts or omissions of Jefferson County, its officers, agents, servants, or employees, in connection with the work called for in the Agreement Contract.

**14. DANGEROUS ACTIVITIES**

Licensee shall not conduct any dangerous activities at the concession site including, but not limited to, fireworks, explosives, sale of alcoholic beverages, harboring or boarding of vicious animals, firearms, or any such activity considered to be dangerous. Further, licensee shall not conduct any activities which are contrary to local, state or federal law.

**15. NOTIFICATION TO PATRONS**

To the extent Licensee rents equipment for use on county property, Licensee shall provide written notification to its patrons that Licensee is acting as a private vendor and Jefferson County is not liable for any harm, damage, or injury that may occur from the use, misuse, or storage of Licensee's equipment.

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Licensee**

**Title:** \_\_\_\_\_

**Duly-authorized**

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** Scott Hancock

**Jefferson County Commissioners**