

Concession Agreement

THIS Concession Agreement is made on April 13, 2024, between a Jonesboro Business Association, 361 Southwest Dr #314, Jonesboro, Arkansas 72401, and _____
_____, _____, _____
("Concessionaire").

WHEREAS,

A. Jonesboro Business Association seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision, to provide _____ to the general public at 5036 US 49, Jonesboro, Arkansas, 72401; and

B. The Concessionaire has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the parties agree as follows:

That Jonesboro Business Association gives and grants to the Concessionaire the license and privilege to operate at Delta Crawfish Festival on the following terms and conditions:

1. Services.

Concessionaire shall provide services as set forth in Exhibit "A" attached hereto and incorporated by this reference, at concession stand ("Concession Stand") located at 5036 US 49 ("Services"), in a manner consistent with the accepted practices for other similar services, performed to Jonesboro Business Association's satisfaction, within the time period prescribed by Jonesboro Business Association and pursuant to the direction of the responsible officer of Jonesboro Business Association or his or her designee.

1.1 Customer Service. Concessionaire and all of its employees, agents, or representatives shall provide the highest quality of customer service and shall treat all customers with courtesy and respect. Concessionaire shall honor all reasonable requests for refunds including requests from customers that are dissatisfied with or the product sold by Concessionaire or from customers who have lost money in any vending machine owned by Concessionaire.

1.2 Employee Appearance. All of Concessionaire's employees, agents, representatives or licensees shall have a neat, clean and sanitary personal appearance and those who come in direct contact with the public shall wear clothing or identification, which distinguishes them as employees of Concessionaire.

1.3 Staffing. The Concession Stands shall be properly staffed in order to prevent undue delay to the public. Concessionaire shall plan its staffing in advance and anticipate to the best of its ability any event. such as holidays or special events, which may require additional staffing. In the event Jonesboro Business Association determines in its sole discretion that Concessionaire is not adequately staffing the Concession Stands, it may notify Concessionaire of that fact and

Concessionaire shall endeavor to immediately increase its staffing to meet Jonesboro Business Association's recommendation.

1.5 Hours of Operation. The Concession Stands shall remain open from 12pm to 9pm of a each day Gambles Homes Furnishing Complex is open for business, unless Jonesboro Business Association notifies the Concessionaire of other hours of operation, and such hours of operation shall be posted in a conspicuous place on the Concession Stands.

1.6. Pricing. All pricing of any services or goods as set forth in Exhibit "B" attached hereto and incorporated by this reference, must be competitive and must be approved in writing by Jonesboro Business Association. Concessionaire may not change any pricing without the Jonesboro Business Association's prior written consent, which consent may not be unreasonably withheld.

1.7 Products. All services or products offered for sale by Concessionaire to the public shall be approved in writing by Jonesboro Business Association prior to distribution or sale of any such products. Concessionaire shall comply with any reasonable requests made by Jonesboro Business Association to either add or eliminate certain types of food, beverage or other products.

2. Concession Equipment

2.1 Delivery. Concessionaire agrees to deliver and/or install, within _____ from the execution of this Agreement, at its sole cost and expense, the concession facilities, machines and equipments referred to as "Concession Equipment").

2.2 Alterations. Concessionaire shall not make any alterations, additions or improvements to the Concession Stands or to the Concession Equipment without Jonesboro Business Association's prior written consent, which consent may not be unreasonably withheld. In the event Jonesboro Business Association consents to the making of any alterations, additions or improvements to the Concession Stands and/or Concession Equipment, the same shall be made at Concessionaire's sole cost and expense, and in the event such alterations, additions or improvements are made to a structure, building or other improvement attached to the real property, the same will become a part of the real property and be surrendered to Jonesboro Business Association upon the termination of this Agreement. Jonesboro Business Association has no obligation to alter, remodel, improve, repair, decorate or paint the Concession Stands.

2.3 Temporary Removal of Equipment. In the event Jonesboro Business Association notifies Concessionaire that it desires the removal of the Concession Equipment at any time, Concessionaire shall, at its sole cost and expense, remove the Concession Equipment and repair any damage to the real property caused by such removal within 1 days.

2.4 Maintenance. Concessionaire shall, at its sole cost and expense, maintain the Concession Stands and Concession Equipment and the surrounding real property in good condition and repair, including, but not limited to, maintaining the Concession Stands in a neat, clean and sanitary condition and removing all garbage, trash or other debris on a regular basis pursuant to Jonesboro Business Association's instructions.

2.6 Jonesboro Business Association's Reimbursement. In the event Concessionaire fails to remove the Concession Equipment pursuant to paragraph 2.3, maintain the Concession Stands or Equipment pursuant to paragraph 2.4, or repair the Concession Stands pursuant to paragraph 2.5, Jonesboro Business Association may, but in no event is Jonesboro Business Association obligated to, remove the Concession Equipment or perform the maintenance or repair and the Concessionaire shall, upon demand, immediately pay Jonesboro Business Association the costs and expenses of such removal, maintenance or repair. In the event Concessionaire fails to comply with the terms of this paragraph, Jonesboro Business Association may confiscate the Concession Equipment or any part thereof and sell the same, the proceeds of which sale will be credited against any costs or expenses incurred by Jonesboro Business Association. The sale of the Concession Equipment shall not constitute an election of remedies by Jonesboro Business Association but will be in addition to any remedies available to Jonesboro Business Association at law, in equity, by statute or under this Agreement.

2.7 Utilities, Taxes and Expenses. Concessionaire shall pay all costs and expenses associated with the operation of the Concession Stands other than utility expenses for water and power, which will be paid by Jonesboro Business Association. Concessionaire shall pay directly, before delinquency, any and all taxes levied or assessed upon its leasehold improvements, equipment, furniture, fixtures and personal property located on Jonesboro Business Association's property.

3. Term

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue for a period of the event and will be at Jonesboro Business Association's discretion ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of Jonesboro Business Association and the _____.

4. Termination.

Prior to the expiration of the Term, either party may terminate this Agreement immediately, with or without cause and with a _____ days notice.

5. Compensation.

5.1 Payment Due Date. Concessionaire shall deliver the \$350 Payment to Jonesboro Business Association on or before the first day of event for vendor fee received during the preceding month (3/13/24).

6. Insurance.

Concessionaire shall provide certificates of insurance, and Dept of Health Food Permit concurrent with the execution of this Agreement, evidencing such coverage and, at Jonesboro Business Association's request, furnish Jonesboro Business Association with copies of all

insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after prior written notice to the City. Concessionaire's failure to maintain such insurance policies shall be grounds for Jonesboro Business Association's immediate termination of this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

7. Non-Exclusive Right.

This Agreement grants Concessionaire an exclusive right to distribute its products. Jonesboro Business Association agree not to grant any other persons or entities the right to sale goods or provide services which directly compete with the goods or services provided by Concessionaire.

8. Signs.

Concessionaire shall be limited to placing a sign on the concession stand only. Concessionaire shall not place any sign, notice or advertising matter in or about Jonesboro Business Association's real property, without its prior written consent, which consent may be withheld for any reason. If required by City code, Concessionaire shall obtain all necessary permits in connection with any such signs.

9 Signatures. This Agreement shall be signed by Reginald Prunty, Secretary Treasure Jonesboro Business Association, on behalf of Jonesboro Business Association

and by _____ on behalf of _____.

Jonesboro Business Association

By: _____ Date: _____
Reginald Prunty, its Secretary Treasurer Jonesboro Business Association

By: _____ Date: _____
_____, Title _____