

City of Cedar Hills

REQUEST FOR PROPOSAL

FOR

Golf Course Concessions

February 22, 2013

Dear Vendor:

The City of Cedar Hills invites you to submit a proposal to provide turnkey services for Concessions at the Cedar Hills Golf Club, including:

- The Grill
- Catering to outside groups
- Food Services for Tournaments

The RFP also outlines the information that should be included in your proposal. The proposal shall be submitted by **4:00 P.M. on Friday, March 8, 2013** to:

Colleen Mulvey
City Recorder
10246 N Canyon Road
Cedar Hills, Utah 84062

Interviews will be conducted on March 13, 2013.

We appreciate the effort you are making to provide a comprehensive proposal and look forward to receiving your response.

Very truly yours,

David Bunker
City Manger

City of Cedar Hills

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1 PROPOSAL INFORMATION

Introduction

This section of the Request for Proposal (RFP) outlines the proposal submission requirements and provides information on the desired format for proposals. It contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements, which must be met to be eligible for consideration; and other requirements to be met in each proposal.

Purpose

The City of Cedar Hills invites you to submit a proposal to provide turnkey services for Concessions at the Cedar Hills Golf Club, including:

- The Grill
- Catering to outside groups
- Food Services for Tournaments

1.1 Schedule of Activities

The following table outlines the schedule of major activities related to the RFP distribution, proposal submission, and evaluation processes. All times are stated in Mountain Time.

1.	RFP advertised and posted on City of Cedar Hills web site	February 20, 2013
2.	Proposal submission deadline (4:00 p.m.)	March 8, 2013
3.	Conduct Interviews	March 13, 2013
4.	Contract Award	March 19, 2013
5.	Commence Operations	March 25, 2013

The City reserves the right to amend the above schedule as necessary.

Proposers are encouraged to initiate preparation of proposals immediately upon receipt of this RFP to prepare a comprehensive and complete response.

Proposer Inquiries

This RFP has included pertinent information regarding the City's desires. It is expected that proposers will have fully read the RFP to obtain the published information. Any questions that arise, as a result of this RFP, should be directed to:

Colleen Mulvey
City Recorder
10246 N Canyon Road
Cedar Hills, UT 84062
cmulvey@cedarhills.org
(801)785-9668

Turnkey Approach

The desired contract is one in which the proposer delivers full concession services for the Cedar Hills Golf Club.

False or Misleading Statements

If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.

Clarification of Proposal

The City reserves the right to obtain clarification of any point in a proposer's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification may result in rejection of the proposer's proposal.

1.2 Proposal Submission

Proposals must be received prior to **4:00 p.m. Mountain Time on March 8, 2013**. Proposers mailing their proposals must allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package should be delivered or sent by certified mail to:

Colleen Mulvey
City Recorder
10246 N Canyon Road
Cedar Hills, UT 84062

Two (2) copies of the proposal and all supporting proposer documentation should be sealed in a package(s) showing, in addition to the address shown above, the following information on the outside:

1. Proposer's Name
2. Proposal – Cedar Hills Golf Club Concessions
3. Proposal due March 8, 2013

The proposal must be signed by a person(s) legally authorized to bind the proposer.

Late Proposals

Late proposals will not be accepted or considered. The proposer is responsible to ensure that the proposal arrives in the City of Cedar Hills office prior to 4:00 p.m. Mountain Time on March 8, 2013.

Rejection of Proposals

Issuance of this RFP in no way constitutes a commitment by the City of Cedar Hills to award a contract. If it is deemed in the best interest of the City to do so, the City of Cedar Hills reserves the right to reject any or all proposals and to waive any informalities and minor irregularities in proposals received or to accept any portion of a proposal or all items proposed, or to reject any and all proposals received in response to this RFP, or to cancel the RFP.

Proprietary Information

Any restrictions on the use of information contained within a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP. The City shall incur no liability due to release of information from proposer labeled "proprietary" or "confidential" by the City pursuant to a court order. Separate proposer documentation submitted in support of proposals will be treated as proprietary and confidential, if properly labeled as such.

Response Material Ownership

All material submitted regarding and in response to this RFP becomes the property of the City of Cedar Hills and will only be returned to the proposer at the City's option. Any person may review responses after final selection has been made. The City of Cedar Hills has the right to use any or all ideas presented in reply to this request, subject to limitations outlined above in "Proprietary Information." Disqualification of a proposer does not eliminate this right.

Incurring Costs

The City of Cedar Hills is not liable for any costs incurred by proposers prior to issuance of an agreement, contract or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the proposer in responding to the RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the City of Cedar Hills.

1.3 Acceptance of Proposal

Failure to furnish all information requested *in the form and format specified* may disqualify a proposal. The contents of the proposal of the successful proposer will become contractual obligations, if acquisition action ensues. Failure of the successful proposer to accept these obligations in a purchase agreement, purchase order or contract, or similar acquisition instrument may result in cancellation of the award and such proposer may be removed from future solicitations.

Format of Proposal

Please minimize the bulk of original writing with no more than 10 pages total, excluding appendices. Your proposals must follow the format prescribed below and must include the requested information.

<u>SECTION</u>	<u>TITLE</u>
I.	Executive Summary
II.	Proposer Qualifications, Experience and References
III.	Contract Exceptions
APPENDICES	(Organization Left to Proposers)

Feel free to include any material that will add to the persuasiveness of your recommended approach. However, if the materials do not directly address the stated requirements, please include them in an appendix or separate volume. We will review and consider all material submitted, but want to concentrate our efforts on the material that directly addresses the City's stated needs.

Executive Summary - Information about Your Company

Please provide information that will enable us to evaluate your company's financial stability, track record, and support capabilities. We require that you include the following: (1) Ownership of your company; (2) Number of years in business; (3) Number of employees, (4) Other resources available to support concessions during peak times or special events, (5) indication of financial stability and simple financial plan that includes start up, operations budget, anticipated profits, and (6) written code of conduct and ethics for your company.

Proposer Qualifications, Experience and References

Please provide information regarding your company's experience with concession services. Show your business plan in terms of on-site marketing, incentives, MENUS, and extra services that you propose. This is your opportunity to show us how you will be successful.

Contract Exceptions

Appendix A contains the proposed contract for the Concession Services Agreement. After reading the contract, any items that proposer wishes to negotiate or discuss need to be written into this section of the proposal. Should this section be empty or missing, the City assumes that you fully agree to all terms and conditions of the agreement as presented in the RFP and proposer agrees to be bound by the terms and conditions.

Evaluation Criteria

In order to receive consideration, responses must address all aspects of the checklist as specified in the Proposal Response Forms. The following general criteria will be used to evaluate the responses:

1. Proposer's Relevant Experience. Provide detailed relevant experience of similar projects which shall include the following: Name of client, contact person and current phone, brief description of service performed, dates of service, and final contract amount and any other pertinent information regarding experience.

2. Proposer's Qualifications. Provide a brief description of your firm's historical background, its focus, the scope and nature of services routinely provided by your firm on projects of this nature and its capabilities. Identify the type of business (corporation, partnership, sole proprietor, etc.). State your license number to do business in the State of Utah.
3. Proposer's sample menus. Provide a sample menu of the food items you would propose to serve, including pricing.
4. Proposer's percentage of gross revenues. State the percentage of gross sales you propose to pay to the City of Cedar Hills.
5. Proposer's perceived level of professional appearance and conduct as reflected within Proposer's written code of conduct and ethics included in the Executive Summary

Award of Contract

The contract will be awarded to that proposer whose proposal, conforming to the RFP, will be the most advantageous to the City of Cedar Hills, all other factors considered. The City reserves the right to negotiate with the proposer selected in the evaluation process for this RFP to acquire the level of service that best meets its needs.

City Ownership of Contract Products

All products produced as a result of the execution and completion of the terms of the contract resulting from this RFP, will be the sole property of the City of Cedar Hills

Confidentiality

The successful proposer shall instruct its employees and the employees of any subcontractor to keep as confidential information concerning the business of the City, its financial affairs, its relations with its citizens, and its employees, as well as any other information which may be specifically classified as confidential by the City of Cedar Hills.

1.4 Contract Terms and Conditions

Appendix A contains the proposed agreement that the City intends to use in awarding this proposal. Proposers should familiarize themselves with the terms and conditions contained in the Concession Agreement and must note any exceptions, additions, or modifications they would propose. **BLANKET SUBSTITUTION OF THE PROPOSER'S STANDARD CONTRACT FOR THE CITY OF CEDAR HILLS' PROPOSED CONCESSION AGREEMENT WILL NOT BE PERMITTED.**

Responsiveness and Understanding of Concession Goals and Expectations

Proposals should indicate the Proposer's understanding of concession goals and expectations and must respond to all requirements of this RFP. Failure to furnish all information requested in the form and format specified may disqualify a proposal. Proposers are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.

Prime Contractor Responsibility

The City of Cedar Hills will only contract with a single or primary proposer. If you propose a multi-proposer or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance you offer. The prime contractor will be responsible, and must take responsibility, for the entire contract performance whether or not subcontractors are used. The selected proposer will be required to fully assume responsibility for the delivery of concession services and financial matters with respect to the concession contract. Any and all sub-contractor shall be required to adhere to the conditions of the Concession Agreement.

No Discrimination in Employment

In connection with the performance of work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, religion, sex, age, national origin or ancestry; and further agrees to insert the foregoing provision in all subcontracts hereunder.

Concession Implementation Schedule

The City of Cedar Hills desires that the concession be fully operational by March 28, 2013 and as early as March 21, 2013, if possible.

1.5 Financial Considerations

The following financial considerations need to be considered by proposer.

- 1 – The financial arrangement between the successful proposer and the City of Cedar Hills shall be agreed to and formalized by the Concessions agreement.

- 2 – There is monthly rent due to the City. This rent is negotiable. Sample language is presented in the Concessions agreement.

2. GENERAL INFORMATION

The City of Cedar Hills owns and operates the Cedar Hills Golf Club. As a part of the services provided at the golf course, there has been a concession operation (The Grill). The City desires to continue recent improvements that have been made to the Grill in terms of service, and environment.

The successful proposer will demonstrate a vision of excellence to provide an outstanding environment of service, attention to detail, and a casual and friendly gathering place.

The successful proposer will be expected to encourage and enforce standards of grooming and behavior that will reflect and enhance the golf environment our clients and customers experience at the Cedar Hills Golf Club. *Examples of these standards include, but are not limited to:*

- Clean and attractive grooming
- No foul , suggestive, or offensive language
- Clothing that is comfortable, yet appropriately modest
- Professional environment where friends, relatives, or others are encouraged to not visit with staff during their work assignments or to distract staff from attentive service to customers.

We require a statement of behavior / code of ethics from the proposer that will be the standard for their employees as a part of the Executive Summary.

APPENDIX A

Concession Agreement Cedar Hills Golf Club Grill

This Concession Agreement (“AGREEMENT”) is made and entered into this ____ day of _____, 2013 by and between the CITY OF CEDAR HILLS, a Utah municipal corporation (“CITY”), as landlord; and _____, a ≤form of business located in State>, (“TENANT”).

DEFINITIONS:

THE GRILL. The Cedar Hills Golf Club Grill is located at 10640 N Clubhouse Drive Cedar Hills, Utah.

CONTRACT TERM. The LEASE YEAR which is currently under contract.

INITIAL LEASE TERM. The term of this lease shall commence March 28, 2013 and shall continue through December 31 of the current calendar year.

LEASED PREMISES. The area within the GRILL described as the current dining area, kitchen and prep storage area.

RENEWAL LEASE YEAR. The twelve (12) month period extending from January 1 until December 31 of each calendar year.

WHEREAS; CITY is the owner of the Cedar Hills Golf Club and is desirous of leasing a portion of the Grill as a restaurant/café for serving light refreshments and food items, and TENANT is desirous of leasing the premises.

NOW THEREFORE; for valuable consideration, including the mutual covenants set forth in this Agreement, CITY and TENANT hereby mutually agree as follows:

1. **PURPOSE.** TENANT leases the LEASED PREMISES under this AGREEMENT for the purpose of operating and maintaining a light restaurant facility or café to serve customers of the Cedar Hills Golf Club and the public generally. TENANT’S use of the LEASED PREMISES shall be consistent with this purpose and the policies of CITY as adopted from time to time.
2. **LEASE.** CITY agrees to lease to TENANT, and TENANT agrees to lease from CITY, the Leased Premises according to the terms and conditions of this Agreement, including those set forth in the attached Exhibit A – General Terms and conditions, which are incorporated in this AGREEMENT by reference.
3. **RENEWAL.** CITY, at its sole discretion, may allow TENANT to renew this agreement for an additional LEASE YEAR. All terms and conditions of this AGREEMENT apply during the RENEWAL TERM. TENANT may apply for lease renewal by serving a written notice of Tenant’s intent to renew on or before the final January 31 of the RENEWAL TERM.

4. ALTERATIONS. Any alterations or improvements to LEASED PREMISES, including signage, are subject to CITY'S prior written approval, including required permits and inspections. Upon termination of the lease, all such alterations and improvements shall become part of the LEASED PREMISES; provided that, if CITY directs TENANT to remove any removable fixtures or furniture provided by TENANT, TENANT will do so and will repair any damage to the LEASED PREMISES caused by such removal.
5. MAINTENANCE BY CITY. CITY shall be responsible to maintain the exterior and all non-leased portions of THE GRILL. CITY shall repair or replace, as necessary, all paint, carpet, and electrical fixtures within the LEASED PREMISES, except to the extent such items are damaged as a result of TENANT'S negligence. CITY shall provide exterior garbage pick-up service.
6. MAINTENANCE BY TENANT. TENANT shall maintain all of the LEASED PREMISES, in a clean, sightly, and healthy condition. At the end of the LEASE TERM, TENANT shall return the LEASED PREMISES to CITY in the same, or improved, condition as at the beginning of the LEASE TERM, reasonable wear and tear excepted.
7. UTILITIES. CITY shall assume responsibility for operation of and pay all utilities for electric, water, and natural gas. TENANT shall pay for phone line and cable.
8. INSPECTION. CITY shall be allowed by TENANT to inspect the LEASED PREMISES at any time and to inspect and audit TENANT'S books and records upon reasonable request. CITY assumes no responsibility or liability for inspecting or not inspecting the LEASED PREMISES, or for auditing or not auditing TENANT'S books and records.
9. INSURANCE, LICENSES AND PERMITS. TENANT shall carry insurance in a form acceptable to CITY, including (a) general liability insurance with combined single limits of not less than \$1,000,000 per occurrence and in the aggregate; (b) dram shop liability insurance with combined single limits of \$1,000,000 per occurrence and in the aggregate; and (c) workers' compensation insurance. TENANT is responsible for obtaining all licenses and permits necessary to do business in the City, County and State. All insurance policies purchased and maintained under this ease shall name CITY, its officers, employees, Mayor, and Council as additional insured's and shall provide for notice to be given to CITY at least 15 calendar days prior to termination or cancellation of any such policy. Upon request, TENANT shall provide CITY a certificate of insurance evidencing that all insurance policies required under this lease are in place.
10. TERMINATION FOR CONVENIENCE. CITY AND TENANT may, at their exclusive option, terminate this agreement for convenience by providing notice to the other party sixty (60) days prior to the end of the LEASE TERM.

11. **TERMINATION FOR CAUSE.** CITY may, at its sole option, terminate this agreement for cause in the case of TENANT'S failure to perform any of its obligations under this AGREEMENT. CITY shall provide TENANT written notice of the default and TENANT shall have 15 calendar days to respond to CITY'S notice and resolve all noticed issues. If TENANT fails to cure noticed issues with 15 calendar days, CITY shall be entitled to terminate this agreement, enter and repossess the LEASED PREMISES, and pursue any other remedy available under this AGREEMENT, at law, or in equity.
12. **RENT AND MONTHLY GROSS RECEIPTS REPORT.** TENANT shall pay rent monthly, in arrears, to CITY at the agreed upon rate. TENANT shall pay a minimum of \$1,200.00 per month in the event the above past monthly payments total less than the minimum amount. The rent shall be documented on a gross fees report which shall accompany the payment. Rent shall be due on the fifteenth day after the previously completed month. Rent shall be subject to review on an annual basis. TENANT shall pay CITY a late fee of five percent (5%) of any rent payment that is not made within five (5) business days after it is due.
13. **TAXES.** TENANT shall pay all taxes on personal property and improvements located on said premises, the premises herein licensed, and all sales and other taxes, including but not limited to possessory interest tax levied against the operation of said business or other taxes assessed to them. By executing this agreement and accepting the benefits thereof, a property interest may be created known as a "possessory interest" and such property interest may be subject to property taxation. TENANT, as the party in whom the possessory interest is vested, may be subject to the payment of property taxes levied upon such interest.
14. **ANNUAL AUDIT.** At the end of the season, CITY may perform an audit of TENANT'S gross receipts for the year. TENANT shall provide all information requisite for the timely completion of the audit.
15. **CONCESSION RIGHTS.** Except as otherwise provided in this AGREEMENT, TENANT shall have exclusive rights to the receipts from all food and/or beverage concessions, including vending machines, operated in the building wherein the LEASED PREMISES are located or immediately adjacent thereto, during the TERM. TENANT shall have the exclusive right to sell food and beverages on the golf course, subject to CITY'S rules and regulations and the terms and conditions of this AGREEMENT.
16. **BUSINESS HOURS.** TENANT agrees that the Grill shall be open for business during days mutually agreed upon with the City Manager.
17. **WAGES AND PAYROLL ACCOUNTING.** TENANT is responsible for paying all employee wages, benefits, taxes and government accounting. To the extent reasonably practicable, TENANT shall maintain books of account for the Grill in accordance with generally accepted accounting principle and practices, consistently applied. The books shall reflect all café transactions, including daily balancing of receipts, and be appropriate and adequate for the Grill's business.

18. PURCHASING. TENANT is solely responsible for all purchasing and accounting for TENANT'S business conducted on the LEASED PREMISES.

19. EQUIPMENT. CITY hereby leases the equipment described in the attached Exhibit B for use by TENANT on the LEASED PREMISES during the LEASE TERM consistent with this AGREEMENT. TENANT shall maintain the equipment in a clean and orderly condition; provided by CITY shall be responsible to repair and /or replace the equipment as necessary during the LEASE TERM unless it is damaged as a result of the negligence of TENANT, its agents, employees, or customers. At the end of the LEASE TERM, TENANT shall return the equipment to CITY in its original condition, reasonable wear and tear excepted.

20. SIGNS AND ADVERTISEMENTS. No signs of any kind shall be displayed unless approved by the CITY, who may require removal or refurbishment of any sign previously approved. TENANT shall not permit vendors to display wares inside or outside the building or on said property unless written permission is secured from the CITY and such permission shall be subject to revocation at any time. In each separate facility licensed hereunder, a sign shall be posted in a prominent place, stating that the TENANT is operated under a Concession Agreement issued by the CITY.

21. JOINT AND SEVERAL LIABILITY; BINDING EFFECT. The persons signing below as TENANT shall be jointly and severally liable for all obligations of TENANT under this AGREEMENT. The covenants and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators and assigns of the parties hereto.

22. NOTICE. All official notice shall be hand delivered, send by certified mail, or email as follows:

TO CITY:

City Manager
10246 N Canyon Road
Cedar Hills, UT 84062

TO TENANT:

TENANT NAME
Address
City, State, Zip

Agreed and Signed:

By: _____, Date: _____ For
CITY
Title: City Manager

By: _____, Date: _____ For
TENANT Title:

EXHIBIT A to Concession Agreement

GENERAL TERMS AND CONDITIONS

1. **CLEANING DEPOSIT:** TENANT will pay a one-time cleaning deposit of \$300.00 to be held by CITY until such time as the AGREEMENT terminates and LEASED PREMISES are found to be clean and orderly. CITY may apply the cleaning deposit toward any damage caused by TENANT'S default of this AGREEMENT.
2. **SANITATION:** TENANT shall clean all food preparation equipment daily. Walls, ceilings, and floors shall be kept free of grease and dirt and shall be cleaned regularly. Windows shall be washed regularly. Counter tops and tables shall be kept clean and dry at all times. TENANT will be responsible to have the hoods cleaned at least every 6 months. TENANT will be responsible for maintaining the bathrooms except that the CITY shall provide once a day cleaning of all bathrooms.

No offensive matter or refuse or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the concession premises and within distance of fifty (50) feet thereof, and TENANT shall prevent any accumulation thereof from occurring. TENANT shall see that all is collected as often as necessary, and in no case less than twice a week, and shall pay all charges which may be made for the removal thereof.

TENANT will provide annual proof of compliance with state and local health and safety requirements.

3. **CONDITION OF OCCUPANCY:** Upon occupancy, TENANT accepts, for all purposes, the LEASED PREMISES in their then present physical condition. TENANT shall make all improvements to the LEASED PREMISES necessary to perform its obligations under this lease; provided, that all such improvements shall require CITY'S prior written approval, including permitting and inspections. TENANT shall operate the café concession and golf course concession so as not to interfere with the public use of the LEASED PREMISES, the GRILL, or the Cedar Hills Golf Club generally.
4. **TENANT AS INDEPENDENT CONTRACTOR:** TENANT shall be an independent contractor, and as such, has no authority, express or implied, to bind CITY to any agreements, settlements, liability, or understanding whatsoever, and agrees not to represent itself as an agent of CITY, except as herein expressly allowed. Persons employed by CITY and acting under the direction of CITY shall not be deemed to be employees or agents of TENANT. TENANT shall abide by all policies of CITY with respect to independent contractors as shall be adopted from time to time.

Notwithstanding any provision of this AGREEMENT to the contrary, the transactions contemplated under this AGREEMENT shall not be considered a partnership, joint venture, or other similar association between the parties.

5. **SUB-LEASES / CONTRACTORS:** TENANT will not be allowed to sublease the LEASED PREMISES or delegate to any party any of TENANT'S responsibilities under this AGREEMENT.
6. **EQUAL OPPORTUNITY:** TENANT agrees to abide by all applicable federal, state, and local laws prohibiting discrimination against employees or customers.
7. **INDEMNITY:** TENANT agrees to indemnify, save harmless, and release CITY, its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits and proceedings arising out of the performance of this AGREEMENT or that are caused in whole or in part by any act of omission TENANT, its officers agents, volunteers, licensees, invitees, customers, or employees, except for claims arising from CITY'S sole negligence.
8. **COMPLIANCE WITH LAWS:** TENANT shall comply with all federal, state, county and municipal laws, ordinances or regulations that are applicable to the area of operation authorized by this AGREEMENT. Specifically, TENANT and employees with conform to Health Department regulations regarding Food Handler Permits, and with licensing for alcohol (Beer License), together with all other Public Health and Safety requirements.
9. **SAFETY:** TENANT shall keep the LEASED PREMISES in a clean, safe and orderly condition, and shall immediately notify CITY of any unsafe condition or practice on the LEASED PREMISES. TENANT shall not introduce, use or permit to be used in the LEASED PREMISES any hazardous materials.
10. **SEVERALABILITY:** The provisions of this AGREEMENT are severable, such that if any provision is invalid, unenforceable, or waived, the remaining provisions shall remain in full force to the extent possible.
11. **RENEGOTIATION OR MODIFICATION:** This AGREEMENT may only be changed by written amendment, executed by the parties hereto, and attached to the original signed copy of the AGREEMENT.
12. **ASSIGNMENT:** TENANT shall not assign or otherwise transfer this AGREEMENT or any use, right, duty or interest arising from this AGREEMENT.
13. **ENTIRE AGREEMENT:** This document, including any attached exhibits, constitutes the entire agreement between CITY and TENANT. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked.
14. **USE OF LEASED PREMESIS FOR CITY PURPOSES:** CITY may use the LEASED PREMESIS for CITY'S business meetings at any time after normal business hours. Use of the LEASED PREMISES during business hours must be approved by TENANT.

Any food or beverage for these meetings during business hours must be purchased through TENANT. For after business hour meetings, purchase of food and beverage from TENANT would be preferred, but is not mandatory.

15. SEPARATION OF LEASED PREMESIS: All areas outside the LEASED PREMESIS shall only be occupied by TENANT'S customers with permission of the CITY, including but not limited to the pro shop area, the event center, recreational rooms, conference rooms, the grounds, and the golf course. Pro shop and recreation activities may vary; TENANT may be required to keep bathrooms accessible.

16. TENANT CODE OF CONDUCT: TENANT shall provide CITY with its written Code of Conduct and Ethics Policy that is acceptable to CITY. TENANT shall require all officers, agents, and employees to receive and agree to abide by this policy. Failure of TENANT to enforce its Code of Conduct and Ethics Policy may be considered a breach of this AGREEMENT and may result in TENANT being subject to TERMINATION FOR CAUSE.

EXHIBIT B to Concession Agreement
Equipment List

Manufacturer	Item
Saturn	Grill
Master Built	Walk in Fridge
Saturn	Undercounter Freezer
Continental	Undercounter Fridge
Saturn	Freezer
Dean	(2) Fryers
Hoshizaki	Counter Ice Machine
Saturn	Sandwich Refrigerator
Bloomfield	Coffee Maker
Amana	Microwave
Ansul System	Hood and Vent
9 Tables	Inside
36 Chairs	Inside
6 Tables	Outside Patio (for use)
20 Chairs	Outside Patio (for use)
Radiant Systems	Cash Register
Prodigy	Backup Ice Machine
Equipex	Salamander