

REQUEST FOR PROPOSALS

Food, Beverage, and Banquet Operations

Manchester Country Club Manchester, CT



Release Date: August 6, 2020
Due Date: September 8, 2020
Bid Award Date: October 1, 2020

Contact Person for the RFP:
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- A. Clubhouse Diagram & Photos
- B. List of Club-owned Food and Beverage Equipment and Furnishings
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Request for Proposals

Manchester Country Club Food and Beverage Concession

Introduction

The Manchester Country Club, Inc. (hereinafter referred to as “Club”), is soliciting proposals from experienced and capable parties interested in operating the Manchester Country Club Food and Beverage Operation. The successful respondent will be responsible for providing food, beverage, tournament/meeting, and banquet services to golfers and non-golfers; and operating and maintaining restaurant facilities (kitchens, dining areas, restrooms, beverage cart, patio and tent areas and an on-course snack bar).

The proposing individual or company shall demonstrate the ability to perform in this type of business, clearly articulate achievable plans for operation, and document compliance with appropriate laws and regulations. The selected operator shall demonstrate the ability to implement a program that will meet or exceed the objectives of the Club as well as incorporate innovative ideas that are appropriate for this operation.

The primary goals of the Club with respect to the operation of the Manchester Country Club Food and Beverage Operation are: (1) to develop a service-oriented and responsive food service program that places customer satisfaction, facility cleanliness, consistent food quality, and revenue growth as its priorities; and (2) to provide a high level of service to golfers, non-golfers, and golf groups working cooperatively with the Club at all times; and (3) to ensure that the Club receives adequate and appropriate compensation from the private business allowed to operate on public property.

Overview of Manchester, CT and the Manchester Country Club Facilities

The Town of Manchester is located in Hartford County. The Town’s population as of 2019 was nearly 59,000. The community is comprised of residential developments, major retail and commercial sectors, a vibrant downtown area, a community college and a major medical center.

The Town owns the property and structures at MCC and leases it to the Club who has the responsibility for the maintenance and operation of the golf course and its facilities. The Club has a committed and diverse membership of over 400 members who enjoy a season long schedule of golfing events catering to all levels of play. Our Head Golf Professional and Assistant Golf Professional are both PGA- certified instructors, and our Director of Golf Operations has been with the Club for nearly 15 years.

The 6,200 yard par 72 golf course recently celebrated its 100 year anniversary, and hosts numerous golf events and outings throughout the season, usually from mid-March to early November. It boasts a unique out and back design with the beginning and finishing holes, and the restaurant and banquet facilities overlooking the picturesque Globe Hollow Reservoir. The number of golf rounds per year has averaged approximately 35,000 the past three (3) seasons. There is no restaurant/banquet sales history available.

The facility consists of a restaurant and bar area; two banquet rooms; food preparation areas; office and storage areas; locker rooms; restrooms, and public lobby space. There is also an on course snack bar at the 9th hole, an outdoor patio area, and a 30' x 90' tent for special events. There is seating capacity indoors in the restaurant/bar for approximately 65 patrons with additional outdoor patio seating for approximately 60 more. The upstairs banquet areas consist of a larger room seating approximately 165 patrons, and 40 more in a smaller adjacent room with a shared kitchen facility. The restaurant/bar currently has an emphasis on lunch and dinner business, golfer's "19th hole" and after work happy hours. The banquet facility hosts a wide variety of social events including golf outings, weddings, business luncheons, Celebration of Life, anniversary parties, etc.

Vendor Required Information

Background information regarding your company and your plans for the Club Food and Beverage Operation should include, but not be limited to, the following:

1. The duration and extent of experience in the operation of restaurant/bar/ banquet/meeting and snack bar facilities, preferably at a golf facility. List similar businesses if applicable.
2. Description of your company's proposed business approach for the Club's Food & Beverage Operation including operational and marketing strategies; staffing plans; customer service plans; facility maintenance plans; and any other pertinent information that would enable the Club to assess your proposal.
3. Your proposed plans for advertising, marketing, and promoting the Club's Food & Beverage Operations.
4. Proposed types of menus and general pricing targets.
5. The name of the person(s) who will be responsible for your company's operation at the Club along with his/her experience.
6. Your plans, if any, for facility refurbishment or improvements to the Club's operations or facilities.
7. Plan for hiring/retaining/terminating employees of the current operator.
8. Your proposed financial terms for the lease/concession of the facility, including, but not limited to proposed fixed monthly rental fee.
9. Any other relative information that will support your proposal.

REQUEST FOR PROPOSALS

The anticipated schedule for this Solicitation is as follows:

Date	Activity
August 6	Release of RFP
August 24	Pre-Proposal Meeting and Site Visit
August 31	Deadline for Submitting Questions
September 2	Necessary Addendums Issued
September 8	Proposal Due Date
September 9 -September 18	Proposals Reviewed/Interviews
September 21-September 30	Contract Negotiations and Finalization
October 1	Club Award of Contract
November 1	Contract Commencement

**These dates are tentative and may be subject to change

Contract Coordinator/Questions after Pre-Bid Meeting

Proposers are requested to submit any questions in writing no later than Wednesday, August 31, 2020 to Club. No telephone inquiries will be accepted. All answers will be responded to in writing. The Club reserves the right to include questions and responses in the form of written addendums, as it deems necessary.

Objective of the Request for Proposals

The objective of this Request for Proposals is to award an initial five (5) year Agreement (hereinafter "Agreement"), with up to two (2) five (5) year renewal options exercisable at Club's sole discretion. The renewal option of the Agreement may be advanced prior to the five (5) year termination date depending upon how well the Contractor has been able to demonstrate the following: 1) successful provision of superior service and above average quality food and beverage item; 2) consistent cleanliness and maintenance of the premises; 3) level of investment in facility improvements; 4) level of patron satisfaction, and 5) the proposed level of revenue to Club. ***The Club will consider a longer-term lease agreement with a lessee who is willing to invest a substantial amount of capital into the renovation/remodeling of the restaurant, banquet, and kitchen facilities to create a more inviting year round destination facility.***

The operator will be expected to accomplish the following:

- Provide food, beverage, and banquet services (including golf tournaments) that meet or exceed the needs and expectations of the golf patrons and general public;
- Provide outstanding professional service at reasonable prices.
- Assess, provide, and install all necessary furnishings, facility upgrades, and equipment in order to create an attractive and inviting facility.
- Display awareness of the needs of golfers, the community, and the various constituencies that this concession serves;

- Reach out to the community through effective marketing and advertising with particular emphasis on electronic marketing and communication with customers (i.e., social media); and
- Work in unison with the Director of Golf Operations, House Committee, and Head Golf Professional in all facets of planning and executing golf tournaments, both those sponsored by the Club and by outside groups to insure the best experience for golfers as well as members of the general public.

Scope of Services

The selected Proposer will:

- Have demonstrated experience in the development and provision of food and beverage service, including both restaurant and banquet related activities.
- Possess the knowledge and ability to meet the legal requirements that are involved in this type of operation, including obtaining all necessary permits/licenses necessary for the provision of services.
- Demonstrate adequate financial strength to replace equipment, furniture, and fixtures to sustain operations as deemed necessary or required.
- Be eligible and qualified to obtain and maintain a proper Liquor License for the operation, issued by the State of Connecticut Department of Consumer Protection Liquor Control Division.
- Comply with all applicable rules and regulations adopted by the Town, and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to selected Proposer's operations of the restaurant.
- Be in full operation to provide food and beverage service no later than a certain time period negotiated between Club and Contractor following the date of the contract award. Club reserves the right to extend this time frame if necessary.
- Provide business and marketing plans for the Restaurant and the food and beverage services prior to operations.

Personnel Requirements

The selected Proposer shall:

- Employ a qualified full-time on-site manager with experience in the management of this type of operation. In addition, the selected Proposer shall provide sufficient employees in order to provide outstanding service. The selected Proposer shall ensure that employees are distinctively uniformed or appropriately attired on a consistent basis, including name tags.
- Employ a qualified specialist/manager to oversee tournament/banquet/catering and room requests including the maintenance of a professional calendar and be available to answer questions and provide coordination with the Head Golf Professional with respect to servicing

golf tournaments and other special events.

- Interview all existing restaurant employees for possible retention, if they apply.

Operations

The selected Proposer shall not undertake any activity which interferes with the operation of the golf course. The selected Proposer shall:

- Coordinate activities with the Director of Golf Operations and Head Golf Professional during normal operations. Proposer shall be required to open the restaurant for business every day during the golf season (generally mid-March to early November) no later than 30 minutes before the first scheduled tee time. The restaurant and bar shall remain open throughout the day and should be closed no sooner than 9:00 p.m. The 9th hole stand snack bar shall be open no later than 90 minutes after the first scheduled tee time and shall remain open throughout the day, closing no sooner than dusk. Operating hours for the mobile beverage cart shall be determined by the Head Golf Professional and the operator, considering business conditions and seasonal variations.

The operating hours specified above should be considered to be the minimum operating hours that will be allowed. The selected Proposer shall submit a schedule of intended hours of operation to Club prior to contract approval. The Club may require changes in the hours of operation if, at their discretion, such a change is desirable in providing the best service to the golf patrons and the public.

- Attend and participate in all meetings initiated by the Club House Committee and/or Board of Governors.
- Pay for all utilities, including routine pest control services, garbage, Cable TV/satellite music services and Wi-Fi and Internet access.
- Provide a dedicated website and professional email address.
- Pay, before delinquency, all taxes, assessments and fees assessed or levied for operation of the golf course food and beverage concession.

Food and Beverage Services

The selected Proposer shall:

- Provide a wide variety of food and beverage services in a manner that ensures a high-level of service and quality to both golfers and non-golfers. Food and beverage services shall be provided, based on demand, on a set schedule (terms to be finalized during negotiation process). At a minimum, it is expected that the Proposer provide the following: a) quickly prepared or pre-prepared breakfast items; 2) full service sit down luncheon and dinner; 3) full

service bar with food; 4) banquet services, to include golf tournaments; 5) mobile food and beverage cart, and 6) 9th hole snack stand operation. Proposers may submit recommendations for additional services and operating hours as part of the proposal with the understanding that the final determination will be made during negotiations. Style of menu and general range of prices are subject to approval by Club.

- Honor all banquets booked and with a signed contract for a period extending up to 12 months from the date Contractor signed agreement with Club.
- Maintain all food service areas and equipment in a safe and sanitary manner.
- Provide employee training and protect the Town and Club brand. ***Although the Food and Beverage Operation Management and staff are not employed by the Town or Club, they do represent the Town of Manchester and Manchester Country Club. This representation must uphold the highest customer service standards possible.***

Alcoholic Beverages

The successful proposer shall be responsible for obtaining and maintaining in good standing a proper Liquor License for such operation as issued by the State of Connecticut Department of Consumer Protection Liquor Control Division, and shall obtain all necessary bonds, approvals, authorizations and Liquor Liability Policies for the serving of alcoholic beverages.

If for any reason the Connecticut Department of Consumer Protection Liquor Control Division should revoke approval to serve alcoholic beverages at the Premises during the term of the agreement, the lease may be terminated at the sole discretion of Club with Club and the Town of Manchester, CT incurring no liability or responsibility for losses or damages whatsoever suffered by the lessee.

Recordkeeping

The Club shall require that all sales be recorded by means of a computerized point of sale system (POS). System records shall be available to Club for internal audit purposes at any given time. The Director of Golf Operations shall be provided annual financial information (P&L records) no later than thirty (30) days after the close of the business year, and a copy of the business's federal tax return no later than 15 days after filing.

Sales from the beverage cart & 9th hole stand shall also be recorded in a log and run through the system in a timely manner. The log shall be maintained daily and available for review by Club at any time.

The successful proposer shall maintain permanent bookkeeping and accounting records at the premises. Such records and accounts, including any sales tax reports that may be required to

be furnished to any governmental authority, shall be open at all reasonable times to the inspection of Club or Club's authorized auditor or authorized representative, with prior notice and during business hours.

Fixtures, Furnishings and Equipment

It is the intent of the Club to enter into a separate agreement for use by the selected proposer of all unattached furniture, furnishings, equipment, appliances and any other personal property as listed in Attachment B for use in connection with the Premises. The selected proposer shall be responsible for all cleaning, maintenance, repairs and replacement, if necessary during the term of the Agreement.

Improvements, Maintenance and Repairs

Club will provide the premises in **as-is** condition. The selected Proposer shall be responsible for:

- All maintenance of interior areas and surfaces of the premises, including restroom custodial services; all exterior areas where food and beverage may be served; all fixtures, furnishings and equipment, whether provided by Club or the concessionaire; all plumbing, electrical, flooring, walls, ceilings, interior doors, maintenance and repair of the mobile beverage cart; maintenance of all storage areas; and the refuse bin area located in the parking lot. The selected proposer will be required to submit a schedule for both routine maintenance services, e.g. custodial services, trash removal, etc. as well as interval maintenance services, e.g. carpet cleaning, window cleaning, etc.
- Any alterations, upgrades or capital improvements to the premises must first be submitted to Club for approval. All improvements made to the premises will remain upon termination of the agreement.

Financial Operating Fees to Club

- Proposers shall propose a monthly rental fee paid directly to the Club, exclusive of all utility costs which will be billed to the lessee.

Response Submittal Requirements

Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required. The proposal shall be written in sufficient detail to permit Club to conduct a meaningful evaluation of the proposed services.

All Proposals must contain the following:

Cover Letter

Proposers are to include a cover letter indicating the contact information for the entity proposing. Include at a minimum:

1. Key names, including title and position;
2. Name of business entity and its legal designation, i.e. corporation, limited partnership, sole proprietor, etc.
3. Complete mailing addresses;
4. Contact information (telephone, fax and email addresses and cell numbers as appropriate);
5. A statement that the proposing entity confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions.

Proposal Items

Proposers are to submit complete, detailed responses to all of the Proposal Items.

1. Ability to Finance
 - Amount of investment required, sources of funding, and financial documentation that may include credit reports, loan commitment letters, bank statements, etc.
2. Background and Experience
 - Ownership description, including company information, organizational chart, current and past experience in similar operations
3. Proposed Operating Business Plan
 - Proposed staffing and management structure; customer service plan, including how complaints will be handled and any anticipated use of customer service research tools, such as secret shopper, etc.; marketing strategies; sample restaurant and banquet menus, including price points; sample of items to be sold at the snack bar and mobile beverage cart; proposed additional services or amenities; plan for hiring/retaining/terminating staff members of current vendor; staff training plan
4. Ongoing Refurbishment, Improvements and Maintenance
 - Plans for routine facility maintenance; proposed plans to implement and fund any necessary repairs, improvements, preventive maintenance, replacement or upgrades, etc. during the term of the Agreement; plan for improvements to restaurant, bar, banquet room and patio area, if envisioned

5. Proposed Community Service
 - List any plans for utilization of local labor, vendors or suppliers; availability of rooms for community groups, golf clubs, etc. at reduced prices; support of local non-profits
6. Proposed Rent Payment
 - Proposed monthly fixed fee
7. References
 - List three persons or firms with whom you have conducted business transactions during the past three years, to include at least two who have knowledge of your financial history and at least one that must have knowledge of the services you are providing

Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this solicitation. A responsive proposal is one which follows the requirements of this solicitation, includes all documentation, is submitted in the format outlines, is of timely submission, and has the appropriate signatures. Failure to comply with these requirements may result in the proposal being deemed non-responsive. Upon completion of the evaluations, Club may choose to conduct oral interviews with the highest scoring Proposer(s). Proposer(s) selected will be provided a list of questions and topics to cover in advance of the interviews.

Mandatory Pre-Proposal Meeting/Site Visit

A **mandatory** pre-proposal conference/site visit will be held on August 24, 2020 at 9:00 a.m. at the Manchester Country Club Golf Course Clubhouse, Banquet Room. The purpose of the meeting is to clarify the contents of this RFP and to discuss the Club's objectives with respect to the Manchester Country Club Food and Beverage Operations. A site walk through of the facilities will take place at the conclusion of the meeting. All prospective Proposers are required to attend. It is highly recommended that prospective Proposers read the complete RFP prior to the conference and familiarize themselves with the document in order to maximize the benefits of the conference.

Contract Coordination/Questions

Proposers are requested to submit any questions in writing no later than August 26 to Club President. Club will issue questions and responses in the form of written addendums to all representatives who attended the Pre-Proposal meeting. Oral inquiries will not be accepted.

Other than the contact identified in the proposal, prospective respondents shall not approach Club employees or members during the period of this RFP about any matters related to this RFP or any qualifications listed. NON- ADHERENCE WILL RESULT IN A DISQUALIFICATION OF PROPOSAL.

Proposal Submittal Information

Provide one (1) bound copies and one (1) electronic copy no later than September 8, 2020 by 4:30 p.m. The original copy must be signed by a representative authorized to bind the company. Proposals submitted only by facsimile or email or those submitted after the date and time will not be considered.

The complete proposal package shall be placed in a sealed envelope or box labeled "Proposal for Manchester Country Club Food and Beverage Operation" and clearly identified with the name and address of the Proposer on the outside.

**Deliver Completed Proposals to
Manchester Country Club, Inc.
ATTENTION: Cynthia Muldoon – Club President
305 South Main St.
Manchester, CT 06040**

Club may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process.

Club reserves the right to request and evaluate additional information, including background and financial standing from any respondent after the submission deadline as Club deems necessary.

Club reserves the right to verify the information received in the proposal and perform any investigations to determine the ability of the Proposer to perform under this RFP. If a proposer knowingly and willfully submits false information or data, Club reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, Club reserves the right to terminate the Agreement.

All proposals submitted in response to this RFP become the property of Club. Information in the proposal, unless specified as trade protected, may be subject to public review. Proprietary information submitted in response to this RFP will be handled in accordance with the Connecticut Public Records Act.

REQUEST FOR PROPOSALS

Any submitted proposal shall in its entirety, remain a valid proposal for twelve (12) months after the proposal submission date.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive.

Contractual Provisions-Attachment C

The following are selected contractual provisions which will be required of the selected proposal:

Term

The initial term of the agreement is for one five (5) year period with two additional five (5) year renewal options exercisable at Club's sole discretion. The renewal option of the Agreement may be advanced prior to the five (5) year termination date depending upon how well the Contractor has been able to demonstrate the following: 1) successful provision of superior service and above average quality food and beverage item; 2) consistent cleanliness and maintenance of the premises; 3) level of investment in facility improvements; 4) level of patron satisfaction, and 5) the proposed level of revenue to Club.

Hours of Operation

The restaurant, bar area, and restrooms shall be required to be open for business every day during the golf season (mid-March – early November) no later than 30 minutes before the first scheduled tee time. The restaurant, bar, and restrooms shall remain open throughout the day and should be closed no sooner than 9:00 p.m. The banquet facility shall be made available not less than six (6) days per week. During the golfing season, the on-course snack bar shall be open no later than 90 minutes after the first scheduled tee time and shall remain open throughout the day, closing no sooner than dusk. Operating hours for the mobile beverage cart shall be determined by the Head Golf Professional and the operator, considering business conditions and seasonal variations.

Restaurant Name

The name of the restaurant shall be the choice of the Lessee subject to the approval by Club.

Treatment of Public

Lessee shall use its best efforts to ensure that its entire workforce is courteous to members of the public encountered during work under this Agreement. In the event of violation of this provision, Club shall in its sole discretion have the right to require the Contractor to remedy the problem, up to and including dismissal.

Golf Events and Tournaments

Lessee acknowledges that one of the Club's main objectives in leasing the Premises is to provide a source of food and beverage to those using the golf course as well as the general public.

Lessee will in good faith use its best efforts to accommodate the banquet function needs of organized tournaments as well as to help promote other golf events and activities.

Town Use of Facility

Lessee shall make the banquet facilities at the Premises available for up to five (5) official Town events every Lease year at cost and up to an additional five (5) events at five percent (5%) above cost. In using the term "cost" the Town is assuming direct and indirect cost, excluding profit. Such cost reimbursements by Town shall be excluded from the calculation of gross receipts.

Insurance

Lessee shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Comprehensive Casualty & Liability Commercial coverage.
2. Workers' Compensation Insurance as required by the State of Connecticut and Employer's Liability insurance.
3. Property insurance against all risks of loss to any tenant improvements or betterments.

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

General liability: **\$1,000,000** per occurrence for personal injury, death, or property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

Property Insurance: Full replacement cost with no coinsurance penalty provision.

Liquor Liability: "Dram Shop" insurance as required by law.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Club. At the option of Club, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Club, its elected and appointed officials, employees and agents; or

Lessee shall provide a financial guarantee satisfactory to Club guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The Town of Manchester and Club, its elected and appointed officials, employees and agents are to be named as an "additional insured" with respect to liability arising out of use of Town's property.
2. Lessee's insurance coverage shall be primary insurance as respects the Town & Club, its elected and appointed officials, employees and agents. Any insurance or self-insurance maintained by the Town and Club, its elected and appointed officials, employees or agents shall be in excess of Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) day's prior written notice has been provided to the Club.
4. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise acceptable by Club.
5. City shall maintain fire and extended first party insurance coverage with limits equivalent to the full replacement cost of the Premises and all City-owned equipment, including coverage for replacement cost to current code.

Verification of Coverage

Lessee shall furnish the Club with original certificates and amendatory **endorsements** effecting coverage required by this clause. The endorsements should be on forms provided by the Club or on other than the Club's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Club before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The Club reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Fidelity Bond

Lessee shall provide a Fidelity Bond covering all employees of the third party with a limit of liability of \$10,000, including coverage for employee dishonesty, forgery or alternation, theft, disappearance and destruction.

Permits and Licenses

Lessee shall obtain all permits and licenses required by the laws of any federal, state or other governmental agency to allow Lessee to meet its obligations under the agreement.

Lessee shall maintain its liquor license allowing sale of beer, wine, and alcoholic beverages and keep it in effect during the term of the agreement. If Lessee fails to maintain its proper license, the Club may, at its discretion, terminate the agreement upon written notice to Lessee.

Taxes

The Lessee shall pay all taxes of whatever character which may be levied or charged upon Lessee to use the property, including personal property situated in the premises. Lessee is not required to pay personal property taxes for property owned by the Town. Lessee recognizes that this lease agreement may create a real property possessory interest tax that may subject the Lessee to real property taxes.

Equal Opportunity

The Lessee will not discriminate, exclude from participation, or deny benefits against any employee or applicant for employment due to race, color, religion, sex, age, national origin, sexual orientation, political affiliation, handicap, or national origin. Lessee shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations and management relations for all employees under this agreement.

Indemnification

Lessee agrees to hold harmless and indemnify Club and its officials, employees and agents from and against any and all claims, loss, liability, damage and expense arising from performance of this agreement by Lessee, including claims, loss, liability, damage and expense caused or claimed to be caused by passive negligence of Club and its employees. Lessee agrees to defend Club or its employees against any such claims. This provision does not apply to claims, loss, liability, damage or expense arising from the sole negligence, willful misconduct, or active negligence of the Club.

Club shall indemnify, defend and hold Lessee harmless from any claims arising from the sole or active negligence of Club and those claims arising from the use of the exterior areas maintained by the Club.

Subcontractors/Assignment

The Club will rely on the personal experience and past performance of the Lessee when entering into this Agreement. No portion of the work shall be sublet, assigned, or transferred to a subcontractor without the written approval of the Club.

Proposers Signature Page (to be returned with Proposal)
Attachment D

I have read the Request for Proposal for said concession. I am familiar with the terms and conditions specified in these documents and if selected, am prepared to provide all services as required.

If there is more than one partner, all partners shall be required to sign.

Name (print)

Title

Signature

Date

Name (print)

Title

Signature

Date

Attach additional pages if necessary