

INFORMATION ONLY

AGREEMENT

This Agreement made this _____ day of _____, 2007, by and between the City of Blair, hereinafter referred to as "Blair" and _____, hereinafter referred to as "Operator", WITNESSETH:

WHEREAS, the parties hereto have entered into an agreement whereby Operator has leased from Blair the rights to operate concession stand at Vets Field in the City of Blair (*except for Legion District and State Tournaments and Blair High School Baseball Games, unless agreed to by the American Legion and/or Blair Community Schools*); and

WHEREAS, both parties hereto desire to establish the terms and conditions of such agreement in writing.

NOW, THEREFORE, in consideration if \$_____ to be paid by Operator to Blair according to the terms and conditions hereof, Blair hereby leases to Operator and grants to Operator the right to operate concession stand at Vets Field in the City of Blair, for and during the 2007, 2008, 2009 recreation seasons (*except for Legion District and State Tournaments and Blair High School Baseball Games, unless agreed to by the American Legion and/or Blair Community Schools*). The consideration shall be due and payable on or before May 1, 2007.

Operator shall be responsible for and shall pay any and all wages, necessary insurance, or benefits to any employees of the Operator hired to assist in the operation of such concession stand. It is agreed that those persons shall in no way be considered as employees of the City of Blair and shall have no rights, privileges, or benefits as such.

It is agreed that Blair shall furnish electricity and water to such concession stands

without further consideration or payment thereof by Operator.

Operator shall be responsible for and shall comply with all health and safety regulations in connection with the operation of such concession stand. Operator shall further be responsible for and shall monitor and regulate trash accumulation in the vicinity of such concession stand as the result of the sales from the concession stand.

At the close of the season, the Operator shall completely and thoroughly clean and sanitize the facilities and equipment. All equipment shall be properly winterized and disconnected. In the event the Operator does not properly clean, sanitize, winterize and disconnect the facilities and equipment, Blair may have such work completed and the Operator shall be liable for and pay all expenses connected therewith within thirty (30) days of notification.

In the event payment of the consideration is not paid on or before the date it becomes due, Blair, at its option, may terminate this Agreement and assume operation of such concession stand or the City may enter into another contract for the operation of the concession stand. The election of any such option by Blair shall not release the Operator from payment of the consideration hereunder. The operator shall be liable for any and all expenses and costs of any kind and nature connected with and incurred by Blair as a result of such default and operation of the stand or re-letting of another contract.

It is understood and agreed by and between the parties that time is of the essence in the payment of the installments due hereunder and in the performance of all other obligations as set forth herein.

This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of all parties hereto.

CITY OF BLAIR, NEBRASKA

BY _____
James Realph, Mayor

Operator