1. The Town of Lacombe will make available to community organizations, groups, individuals or businesses (hereinafter referred to as "concessionaire") the use of the concession area for the purposes of providing food and/or beverage services.

2. Private concession contractors are only allowed to operate a concession at the recreation park upon the request from a user group and approved by the Assistant CAO.

3. The concession area would be available for any one or all of the following:
   a) space for office purposes (i.e. no sale of food or other items)
   b) provision of prepackages food and beverages
   c) preparation of food items on the premises

4. Payment is to be made by the Concessionaire to the Town for the right to operate the concession. The payment will be 8% of gross sales from the concession.

5. Groups or individuals wishing to rent the space only and not provide any sales of food and/or merchandise may do so at the following rates:
   a) Local groups: $50.00/day or $100.00/weekend (Friday through Monday)
   b) Non local groups: $75.00/day or $150.00/weekend (Friday through Monday)

6. Booking of the concession must be done a minimum of two weeks in advance

7. A non-refundable deposit of $50 will be required upon booking the concession. This deposit will be applied to the final concession use charges. In the event of cancellation or no show the deposit is forfeited.

8. At the time of booking a damage deposit of $200 will be required

9. Reconciliation of the amount due to the Town of Lacombe for the purchase and sales of all items sold during the rental period is to be completed within three days of the event. Any outstanding fees are also due at this time.

10. If the concession is being used for a beer gardens the terms and conditions of the Beer Garden policy no. 75/239.02 (97) would apply.

11. The cleanliness of the concession and other sanitary standards shall be in accordance with the requirements of the Environmental Health Services, Province of Alberta, the officers or agents of which shall be permitted at any time to inspect
the concession any portion thereof or anything in connection therewith.

12. The Town of Lacombe is not responsible for the security of any products left on premises.

13. The concessionaire shall:

a) remove all food and beverage products within 24 hours of the completion of the event

b) ensure all counter, surfaces, condiment areas, equipment provided by or use by the concessionaire are kept clean including outside picnic tables and concession area floors

c) ensure grease and cooking is not discharged into the building drains and sewer but must instead be properly disposed as per direction of the Facilities Supervisor

14. No Town-owned equipment may be removed from the concession at any time for any reason whatsoever except with the prior written permission of the Town

15. The concessionaire shall inform the Town immediately upon the concessionaire finding major maintenance items requiring the Town’s attention

16. The concessionaire shall obtain and pay for all permits and licenses, required either by the Province of Alberta, the Town of Lacombe or any other authority

17. The concessionaire will be required to honour any agreement in to which the Town has entered in respect to the purchasing, marketing and sales of particular brand name products. The Concessionaire will not market, advertise, promote or sell any products that directly compete with these products.

18. Any business using the concession will be required to acquire and post a valid Town of Lacombe business license.

19. Vehicles are not allowed on the ball diamonds, soccer pitches and surrounding grassed areas at any time unless permission is granted by the Facilities Supervisor.

_________________________________________ DATE: Date June 15, 2009
Mayor

______________________________ RES: 09- 180
Chief Administrative Officer