**AGREEMENT TO LEASE OUT LIONS PARK CONCESSION STAND**

**CITY OFMARENGO– LIONS PARK CONCESSION STAND**

May 2024 – June 2024

This lease, made this \_\_\_th day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024, by and between the City of

Marengo , Iowa County, Iowa (” City”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. That for and in consideration

of the mutual covenants contained herein, the parties hereby agree as follows:

1. The City hereby leases unto Lessee the following, hereinafter referred to as the

“Premises”:

a. The concession stand located at the City of Marengo’s Lions Park.

2. Lessee may fully operate the Concession Stand, provided they fully comply with

all terms of this Lease.

3. The initial term of this Lease shall before the period commencing, \_\_\_\_\_\_\_\_\_2024,

and terminating\_\_\_\_\_\_\_\_, 2024, unless sooner terminated as provided herein.

4. Lessee shall pay $500 to the City of Marengo, Iowa as rent.

5. Lessee agrees that this Lease is not assignable or transferable to any third party

without the City’s prior written approval.

6. In the event of any default or breach of any of the covenants and agreements to be

performed by Lessee, the City shall retain the right to early termination of this Lease, and entry

upon the leased premises to take possession of the same.

7. Lessee agrees to obtain and continually keep in force a general liability insurance

policy with a company qualified to do business in Iowa, and evidence of such insurance coverage

shall be provided to the City upon request. The City shall be named as an additional insured.

8. The leased premises shall only be used for approved activities under the following

conditions, and no other uses shall be permitted without the prior written approval of the City

Council.

9. Lessee shall have the exclusive right to sell hot and cold food, beverages and

other sundry items from the concession stand at any event occurring at Lions Sports complex.

10. The City reserves the right to refuse any and all products or services which Lessee

proposes to provide that are not in normal keeping with the general family-oriented

environment at the Complex. The City reserves the right to refuse any and all banners, flyers or

other marketing or promotional materials that are not in the normal keeping with the family-

oriented facility in a public park, specifically including political advertisements. Lessee shall not

 post any banners, flyers or other marketing promotional materials without the prior written

 approval from the City.

11. Lessee shall remove all inventory of food and beverages at the termination of this

Lease, and all perishable items at the end of the season.

12. City shall provide a pop cooler, 2 refrigerators, an upright freezer, popcorn machine, hotdog

 roller, microwave, and a large and small slow cooker/crockpot for the Lessee’s use. Lessee shall

be responsible for assuring that such items are returned at the end of the Lease in working

order, normal wear and tear accepted.

13. Lessee shall be responsible for daily cleaning of the Concession Stand including

equipment, appliances, and property in the immediate vicinity of the concession stands. Lessee

shall return the premises in the same condition as when first provided to Lessee, normal wear

and tear accepted.

14. Lessee agrees to comply with all applicable laws, rules and regulations of City,

state and federal government as they pertain to Lessee’s operation of the concession stand.

15. Lessee agrees to obtain and continuously keep in force all permits required by the

Iowa Department of Public Health, and Lessee shall be responsible for any training of its

managers, employees or volunteers as may be required by the State of Iowa, all at Lessee’s

expense, and shall fully comply with all applicable rules, regulations and requirement of the

Iowa Department of Public Health.

16. The City shall provide electric, water, and sewer necessary to operate the leased

premises, without cost to Lessee.

17. Lessee will have exclusive access to the North room of the concession building.  Lessee will

share access to the South room of the concession building with MRC.  MRC will need to retain its

existing use of storage in the South room for equipment, supplies and power washer.  The

rooms are keyed separately so the lessee will control access to the North room.  The lessee and

MRC Coordinator will share and control access to the South room.

18. The City shall have access to the premises at any time for inspection,

maintenance, repair, alteration or any other lawful purpose.

19. Lessee shall not install or locate any new equipment or fixtures on the premises

without the City’s prior written approval.

20. Lessee shall be subject and comply with any contract entered into by the City for

the supply of goods or merchandise that will be sold at the concession stand.

21. This Lease shall represent the entire agreement, superseding any other prior

negotiations, representations or agreements, either written or oral, and may only be modified

by a subsequent written agreement executed by the parties.

PASSED, APPROVED AND ADOPTED THIS \_\_TH DAY OF \_\_\_\_\_\_\_\_\_\_\_, 2024.

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mayor, City of Marengo

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Clerk