

AGREEMENT
Between
The CITY OF ALPENA
And

This agreement entered on this ____ day of _____, _____ between the City of Alpena and _____ for the operation of a private enterprise within City-owned property. This agreement is valid for one year from the date of signature. The agreement can be extended and/or the pricing modified upon both parties' agreement and the execution of a contract amendment.

_____ through the life of this agreement or as amended shall:

a. Operate within the confines of the following City Parks (check all that apply)*:

- | | | |
|---------------------------------------|---|--|
| <input type="checkbox"/> Duck Park | <input type="checkbox"/> Starlight Beach | <input type="checkbox"/> Bay View Park |
| <input type="checkbox"/> McRae Park | <input type="checkbox"/> Mich-e-ke-wis Park | <input type="checkbox"/> South Riverfront Park |
| <input type="checkbox"/> Sytek Park | <input type="checkbox"/> Blair Street Park | <input type="checkbox"/> North Riverfront Park |
| <input type="checkbox"/> LaMarre Park | <input type="checkbox"/> Water Tower Park | |

*The City reserves the right to restrict the listed park(s) in the future.

- b. Operate at their convenience during daylight hours or as Park rules allow.
- c. Operate within the existing vehicular use areas of any approved park.
- d. Have the right to sell food products from a properly licensed mobile food vehicle.
- e. Be properly licensed from the Alpena County Health Department.
- f. Not impede the flow of traffic within the vehicular use area and not block the maneuvering lane.
- g. Occupy the fewest amount of parking spaces needed for operation of the business.
- h. Keep the operation clean and in good repair. Shall keep the area of operation utilized clean and free of debris. Trash from the operation of the business shall not be deposited in a City receptacle.
- i. Not operate within a park if an organized event is occurring, without first obtaining written permission from the event organizers.

- j. Store equipment off-site unless subsequent written approval is garnered from the City.
- k. Maintain general liability insurance of not less \$1 million, list the City of Alpena as a Certificate Holder on the insurance policy, and provide a copy to the City.
- l. Make payment to the City the fee of \$20.00 per/day and not to exceed \$100/month, for every month of operation, for the right to operate this business within the listed Alpena Park(s). This payment shall be due in advance for daily use or by the 5th of each month for monthly use. All payments shall be made to the Clerk's office at City Hall, 208 N. 1st Avenue, Alpena, MI.
- m. A permit will be issued for the approved days and shall be displayed in a visible location. The permit will only be issued monthly; therefore, we must know the dates of use for the entire month.
- n. Any modifications, alterations, expansions, or deletion of services shall be coordinated and approved by the City of Alpena.
- o. This agreement may be terminated by either party with 15 days written notice.

Agreement Execution

The Person agrees to indemnify and defend the City of Alpena against and hold the City of Alpena harmless from any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause with respect to Person's use of the Premises, except for liability resulting from the intentional acts or gross negligence of the City of Alpena or its employees, agents, invitees, or business visitors and except for liability resulting from the acts or negligence of persons occupying adjoining property.

IN WITNESS WHEREOF, the parties have made and executed this agreement, the day and year first above written.

City of Alpena _____
OWNER

Contractor (Print Name)

By: _____
Rachel R. Smolinski, City Manager Date

By: _____
Contractor (Sign and Date)

208 N. First Avenue _____
Business Address

Business Address

Alpena, MI 49707 _____
City, State, Zip

City, State, Zip