

CONCESSION SERVICE AGREEMENT BETWEEN THE CITY OF THIEF RIVER FALLS AND THIEF RIVER FALLS AMATEUR HOCKEY ASSOCIATION

THIS AGREEMENT to be effective the ____ day of _____, between the City of Thief River Falls, Minnesota (hereinafter "City") and the Thief River Falls Amateur Hockey Association (hereinafter "TRFAHA"), WITNESSETH,

WHEREAS, the City owns the Ralph Engelstad Arena (REA) and the Huck Olson Memorial Civic Center (HOMCC), and

WHEREAS, the City desires to have TRFAHA provide concession services for events at the REA and the HOMCC.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. For the period of August 1, 2018 through July 31, 2020, the City will pay to TRFAHA invoiced amounts for concession services provided pursuant to the terms of this agreement. Nothing in this agreement shall be construed as establishing an employer/employee relationship between TRFAHA and the City, the relationship being that of independent contractor. TRFAHA shall be responsible for its employees or volunteers.
2. TRFAHA shall invoice the City for concession services based upon total hours of time TRFAHA has provided concession services at arena events at a rate equivalent to minimum wage plus \$1.50 per hour. TRFAHA shall be paid on a monthly basis within 30 days of the end of each month of operation. TRFAHA shall provide such information as reasonably requested by City to confirm total hours of time so as to confirm the invoiced amount. TRFAHA shall keep records for a minimum of three years.
3. Staffing levels are determined by TRFAHA and TRFAHA agrees to provide sufficient staffing levels as appropriate to each event after consultation with the city. City staff may alert TRFAHA during an event of low levels of need to allow unnecessary staff to leave.
4. Training of concession workers will be provided solely by TRFAHA. If requested, City agrees to provide advice on training to TRFAHA.
5. Concession services provided by TRFAHA includes preparation of any food products as required, operation of the cash drawers/tills, serving customers, and cleaning minor spills as they occur throughout the event.
6. TRFAHA shall provide concession services within the parameters of this agreement at the following events: all TRFAHA games and tournaments, all high school boys and girls regular season hockey games and post season hockey games, 8AA hockey neutral site post season games, high school boys and girls Section 8A basketball tournaments, and Junior A hockey games. For other REA and HOMCC events, should the sponsoring group decline to provide concession services, the City shall give TRFAHA the first right to provide concession services for that event. The City shall notify TRFAHA of the event and TRFAHA shall have

five days to accept the offer to provide concession services for that event, by making direct contact with the arena supervisor.


7. Termination of this agreement prior to its expiration date shall require 90 days advance written notice by either of the parties.

8. TRFAHA agrees to defend and to indemnify and hold the City, their elected officials, officers, agents, and employees, harmless from any liability, loss, or damage City may suffer as a result of any claims, demands, costs, or judgments of any nature against them arising out of the concession services to be provided pursuant to the terms of this agreement.

9. City agrees to defend and to indemnify and hold TRFAHA, their officials, officers, agents, and employees, harmless from any liability, loss, or damages TRFAHA may suffer as a result of any claims, demands, costs, or judgments of any nature against them arising out of any negligent acts of the city associated with the arena.

10. Notices, correspondence, billings, payments, and all other communications shall be addressed as follows:


CITY:
Missy Sletten, Arena Manager
City of Thief River Falls
P.O. Box 528
Thief River Falls, MN 56701

TRFAHA:
~~Chuck Lundgren, Treasurer~~ 
Thief River Falls Amateur Hockey Assoc.
P.O. Box 6
Thief River Falls, MN 56701

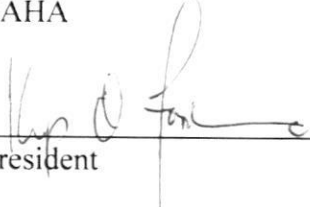
IN WITNESS WHEREOF, the parties have executed this agreement on the date written above.

CITY OF THIEF RIVER FALLS

By: 
Its Mayor

By: 
Its City Administrator

TRFAHA

By: 
Its President

1-16-18