

FAIRBANKS YOUTH SOCCER ASSOCIATION

CONCESSION & FOOD SERVICE AGREEMENT

The Fairbanks Youth Soccer Association is accepting proposals from local businesses, non-profit organizations, clubs and teams interested in providing concession services at the Fairbanks Youth Soccer Complex, located at Wilber and Davis Roads at Fairbanks, Alaska. Fairbanks Youth Soccer Association's share of concession revenue supports field maintenance and development.

Potential Applicants will be selected according to the following criteria: Preference will be given to local youth programs, products and services provided, agreement of compensation to Fairbanks Youth Soccer Assoc., special amenities and past experience.

Concession operations shall begin June 1, 2010 thru July 31, 2010.
(Subject to change)

These dates include recreational and competitive play and both competitive and recreational soccer tournaments. Concessions are opened daily Monday through Thursday, one half hour prior to games starting and at least one half hour after the start of the last games of the day during recreational play. Concessions are opened during tournament play, which may include Friday, Saturday and Sunday, at least one half hour prior to games starting and at least one half hour after the start of the last games of the day. Additional opening times may be available for camps and clinics. For rules and requirements of operations see exhibit A attached.

For further information please contact Fairbanks Youth Soccer.

Proposals are due by February 15th of each year; successful applicants will be notified by March 31st of each year.

Linda Burke
FYSA Program Director

456-3976
fysa@mosquionet.com

FOOD SERVICE & CONCESSION SALES

APPLICATION FOR CONCESSION AGREEMENT

Due by February 15, 2010

ORGANIZATION NAME: _____

ADDRESS: _____

TAX ID#: _____ EMAIL: _____

CONTACT PERSON: _____

PHONE#: _____ CELL#: _____

EMERGENCY#: _____

Please provide the following:

1. Description of your organization and any references that you may have.
2. A list of items you intend on selling.
3. Hours of operation and proposed staffing plan.
4. Review and sign acknowledgment of **Terms and Conditions – Exhibit A**
5. Sign below acknowledging review of **Concession Receipt Form**.

Signature

You will be notified once your organization has met the established eligibility criteria and has been accepted.

Return application to:

Fairbanks Youth Soccer Association
Attn: Concession & Food Service Application
PO Box 73915
Fairbanks, AK 99707

Questions may be directed to:

Linda Burke
Fairbanks Youth Soccer Program Director
907-456-3976
fysa@mosquitonet.com

FAIRBANKS YOUTH SOCCER ASSOCIATION CONCESSION & FOOD SERVICE AGREEMENT

EXHIBIT A

TERMS AND CONDITIONS

As consideration for the Fairbanks Youth Soccer Association allowing the undersigned to make use of the Concession Stand Area assigned at the Fairbanks Youth Soccer Complex, I / We agree to abide by the following terms and conditions:

1. PROCESS FOR SELECTION

All applicants will be deemed eligible according to the following criteria:

- a. Preference will be given to non-profit youth groups, clubs and or teams
- b. Products and services to be offered
- c. Agreement of compensation to Fairbanks Youth Soccer Association
- d. Special amenities and past experience

2. ITEMS FOR SALE

No items sold at the Concession Stand shall violate the Permit held by Fairbanks Youth Soccer to provide concessions, per ADEC – Regulations. Fairbanks Youth Soccer Assoc. holds a Full Food Service Permit; it is recommended that applicants read the Alaska Food Code, which can be downloaded at <http://www.dec.state.ak.us/regulations/pdfs/31mas.pdf>. All food items must be pre-approved by the Fairbanks Youth Soccer Program Director. Beverages made from commercial mixes including coffee, tea or cocoa or sold in cans and plastic bottles are permitted. No glass containers shall be allowed for sale.

The Applicant shall name at least one person Manager and that individual is required to take the Certified Food Protection training required by Alaska DEC. Training information is attached as Exhibit B. Organizations that use volunteers as food workers do not need to obtain food worker cards, all paid food workers will need to obtain a Food Worker Card by taking the Food Worker Training, class information can be found in Exhibit B.

Additional vendors may be allowed for special events and must follow all requirements of the Fairbanks Youth Soccer Association Food Service Agreement.

3. FEES

The applicant shall pay 20% of gross revenues from all sales to Fairbanks Youth Soccer Association. The applicant shall submit a signed **Statement of Gross Concession Receipts**, using the Fairbanks Youth Soccer form provided for such purposes. Twenty percent (20%) of gross revenue shall be remitted to the Fairbanks Youth Soccer Association. A *weekly* documentation of money received shall be provided to the Fairbanks Youth Soccer Association, along with the calculation of remittance due to Fairbanks Youth Soccer Association for use

of the Concession Stand. The Applicant and the Fairbanks Youth Soccer Program Director will agree on an acceptable form of documentation of weekly receipts. Weekly payment is due Fairbanks Youth Soccer Association each Monday, during the concession operation period of June 1, 2010 thru July 31, 2010. (For the purposes of this agreement a week is Monday thru Sunday)

Non-payment of fees shall entitle the Fairbanks Youth Soccer Association to cancel the Agreement and disallow future use of the Concession Stand. A fee of \$30.00 may be assessed on all late payments

Concession services are an intricate part of Fairbanks Youth Soccer Associations ability to provide quality field maintenance and development, if during the course of the operation period the Applicant quits providing services they will be assessed a loss revenue fee based on the average payments previously submitted, for the remainder of the Agreement or until another applicant can be found.

4. GENERAL CONDUCT/APPEARANCE

The applicant will be responsible to provide all staffing for the operations of the Concession Stand. They also agree to pay all labor costs incurred with such staffing. All persons working in the Concession Stand shall be neat and clean in appearance, smoking is not allowed anywhere within the soccer complex facility. Furthermore, the applicant shall keep all areas within 75 feet in all directions of the Concession Stand in clean condition and to assure that all cans, bottles, papers and refuse are picked up or placed in the proper disposal containers provided by Fairbanks Youth Soccer Association.

5. CONCESSION STAND EQUIPMENT

All major equipment used in the preparation of food items will be provided by Fairbanks Youth Soccer. Applicant will not bring additional equipment unless approved by the Fairbanks Youth Soccer Program Director. Property provided by Fairbanks Youth Soccer shall not be removed from the Concession Stand. Applicant is responsible for keeping inventory of all sale items on a daily basis. FYSA will provide the following items:

Freezers (3), Popcorn machine, coffee machine, microwaves (2), warmer for pretzels, crock pots (2), shelving for display, shelving for storage, refrigerators (3)

Fairbanks Youth Soccer Association will ensure all equipment and food preparation areas are clean and operable prior to start of Agreement. Applicant agrees to keep the same conditions on a daily basis and will notify the Fairbanks Youth Soccer Association; Program Director immediately of any equipment failures and or problems. Applicant will be responsible for replacing and/or costs of repairs to equipment when damaged by Applicant or its employees.

6. INSURANCE

Fairbanks Youth Soccer Association will reimburse to the Applicant for product damaged by vandalism up to \$200.00 per incident, when it is not the fault of the Applicant. The Applicant will be responsible for purchasing insurance for replacement of product, due to its own negligence. The Applicant will be

responsible for the operation of the security system prior to leaving the building at the end of the day. Any damage caused by failure to engage the security system will be the sole responsibility of the Applicant. If the Applicant is a business with employees they must show proof of workers compensation insurance.

7. HOLD HARMLESS

The Applicant covenants and agrees to indemnify, defend and hold harmless the Fairbanks Youth Soccer Association, its officers, agents and employees from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorney's fees, in connection with or occasioned, in whole or in part by any act or omission of applicant, its officers, agents, employees, customers, or licensees, or arising from or out of applicant's failure to comply with any provision herein. To the extent any of the damages references herein were caused by or resulted from the concurrent negligence of the Fairbanks Youth Soccer Association, its officers, agents, or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the applicant, its officers, agents and employees.

Applicant shall be responsible for any damage to the Premises caused by applicant's use of the premises.

8. PARKING POLICY

The Applicant may park two (2) vehicles inside the fences complex outside of the fenced concession area. Vehicles will be in appropriate parking spots as indicated by the Fairbanks Program Director and must not block access for emergency vehicles or handicapped vehicles. All additional vehicles must be parked in the designated parking areas as indicated on the field complex map.

9. ACCESS TO CONCESSION STAND AREA

Fairbanks Youth Soccer Association will provide keys to the Applicant and instructions on how to operate the security system. There should be one or two supervisors responsible for opening and closing the facility to prevent multiple individuals from having this information. The Applicant will be responsible for replacing keys and locks on doors if lost. Access to Concession Stand will also be available to field maintenance crew supervisors and the Fairbanks Youth Soccer Association Program Director.

10. COMPLETION OF OPERATION

Upon completion of operation for the assigned period, the applicant agrees to clean the Concession Stand and surrounding area to the approval of the Fairbanks Youth Soccer Program Director and to remove all equipment and supplies that do not belong to the Fairbanks Youth Soccer Association within one week of the completion of this Agreement. Failure to do so may result in the disposal of said supplies/equipment by Fairbanks Youth Soccer Association.

11. TERMINATION

The Applicant understands and agrees that failure to comply with any provisions of these terms and conditions may result in immediate termination of the Agreement and forfeiture of future use of the Concession Stand.

12. WAIVER AND SEVERABILITY

A failure of the Fairbanks Youth Soccer Association to insist on strict performance of the terms, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Fairbanks Youth Soccer Associations right thereafter to enforce any such term, agreement or conditions, but the same shall continue in full force and effect. If any term or provision of this agreement is determined to be invalid by a court of competent jurisdiction, or by act of law, the remainder of this agreement shall not be affected and will continue in full force and effect.

13. AMENDMENTS/ MODIFICATIONS

No modifications or amendments to these terms and conditions shall be valid unless made in writing and fully executed by both parties.

14. CHANGE OF ADDRESS OR TELEPHONE NUMBER

The Applicant agrees to notify the Fairbanks Youth Soccer Association of any change in mailing address or telephone number.

I / We have read the terms and conditions of the Fairbanks Youth Soccer Association Concession and Food Service Agreement and agree to its content.

Applicants Signature for: *Date*

(Name of Organization)

Fairbanks Youth Soccer Association Authorized Signature *Date*

EXHIBIT B

Certified Food Protection Training offered through the following Programs: (call for class schedule)

Alaska Food Safety

Carol Linkswiler, M.S., R.E.H.S., Certified Trainer

Phone 907-347-4988

Email carlijrr@mosquitonet.com

Jeremy Bahr, ServSafe Instructor

Phone 907-479-7811

Email fnjnb@uaf.edu

Pam Kappel, ServSafe Instructor

Phone 907-488-5861

Email kapcon@acsalaska.net

Quality Sales Foodservice

Phone 907-458-0000

Email don@qualitysales.net

FAIRBANKS – Food Worker Training Schedule (food card)

CONTACT: Sandy Hunstein

Alaska Dept. Environmental Conservation

610 University Ave

Fairbanks, AK 99709

Phone: (907) 451-5163

Fax: (907)

Email: Sandra_Hunstein@dec.state.ak.us

CONCESSION STAND STATEMENT OF GROSS RECEIPTS

Name: _____ Telephone # _____

Organization Name: _____

Tax ID# _____

Dates of Report: _____

FINANCIAL REPORTING INFORMATION

Example:

- 1. Total Gross Receipts (\$800.00) \$ _____
- 2. Percentage to Fairbanks Youth Soccer (\$160.00) \$ _____
(20% of Gross due)

TOTAL PAYMENT DUE (Line 2) (\$160.00) \$ _____

- Payment is due Monday of each week. Late payments may be assessed a \$30.00 late fee.
- Please include accounting details and documents for each day of operation.

Please make check payable to the Fairbanks Youth Soccer Association with the completed form to:

Fairbanks Youth Soccer Association
PO Box 73915
Fairbanks, AK 99707

CERTIFICATION

I, the undersigned do hereby certify, that the above Gross Sales Statement has been prepared by me, and all the financial reporting information above is complete and accurate.

Certified By: _____ Date: _____

Title: _____