

## CONCESSIONAIRE CONTRACT

This CONTRACT is made and entered into this 26<sup>th</sup> day of April, 2022, by and between CITY OF MOAB of Moab, Utah, a Municipal Corporation in the County of Grand, State of Utah, hereinafter referred to as the "City" and Concessions on Center herein referred to as "Contractor".

### WITNESSETH:

WHEREAS, the City advertised that sealed Proposals would be received for furnishing all labor, tool, supplies, equipment, materials and everything necessary and required for the Project described by the Contract and/or Contract Documents and known as BALLPARK CONCESSIONAIRE SERVICES; and

WHEREAS, the City has awarded the contract to the above named Contractor, and said Contractor is now ready and able to perform the work specified in the Notice of Award, in accordance with the Contract and/or Contract Documents.

NOW, THEREFORE, in consideration of the mutual promises and performances stated herein, the sufficiency of which all parties acknowledge, it is agreed as follows:

### ARTICLE 1

Contract Documents. It is agreed by the parties that the following list of instruments, drawings, and documents which are attached and incorporated by reference constitute and shall be referred to as the Contract, and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties:

- a. Request for Proposals for the Project;
- b. Written proposal submitted by the Contractor;
- c. Change orders, approved written instructions, and written contract amendments;

### ARTICLE 2

Definitions. In accordance with Article 1, the definition of items provided in the General Contract Conditions applies to their usage in the Contract.

### ARTICLE 3

Contract Work. The Contractor agrees to furnish all labor, tools, supplies,

equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described in the Contract Documents, as limited to those items as indicated in the Notice of Award.

#### ARTICLE 4

Contract Time. The Contractor hereby agrees to commence work under the Contract on or before the date specified in a written Notice to Proceed from the City, and to substantially and fully complete the work April 30, 2023.

#### ARTICLE 5

Contract Binding. The City and the Contractor each binds himself, partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract. The Contract constitutes the entire agreement between the City and Contractor and may only be altered, amended or repealed by a duly executed written instrument.

#### ARTICLE 6

Legal Compliance, Indemnity. Contractor hereby warrants that it is licensed and authorized to do business in the State of Utah; that it maintains complying policies for workers compensation coverage and that said coverage shall be in place for the duration of its performance under this Contract; that it maintains a suitable policy of motor vehicle and comprehensive general liability insurance and that said policy shall be in place for the duration of this Contract; and that it shall perform this Contract in compliance with all applicable local, state, and federal laws.

a. Contractor hereby agrees to indemnify and hold the City, its officers, employees, and agents harmless from all demands, claims, suits, or liability, including costs of defense, as result of damages or losses to persons not a party to this agreement and deriving, directly or indirectly, from the actions, omissions, or breach of duties under this agreement by the Contractor, its officers, agents, employees, or subcontractors.

#### ARTICLE 7

Venue, Choice of Law. The place of performance under this Contract is Grand County, Utah. In the event of any legal dispute concerning the subjects of this agreement the parties stipulate to jurisdiction and venue in the District Court, Grand County, Utah. This contract shall be construed in accordance with the laws of the state of Utah.

#### ARTICLE 8

Costs and Damages. In the event of any legal dispute concerning the subjects of this contract, the substantially prevailing party shall be entitled to recover its reasonable attorney's fees and court costs, together with all actual damages from breach. It is understood that in no event shall the City be liable to Contractor for consequential damages.

ARTICLE 9

Notice of Breach, Limitation of Actions. In the event of the occurrence of any material breach of the terms of this contract the non-breaching party shall deliver written notice of same to the other party not more than forty five (45) days from the discovery of the act, omission, event, or default constituting breach. Failure to provide notice of breach as provided herein shall result in any such claim being barred. Any legal action pursuant to this contract shall be filed not more than one year from the date of written notice of breach.

a. Delivery of notice shall be deemed sufficient if personally delivered or sent by First Class mail as follows:

City Recorder  
City of Moab  
217 East Center Street  
Moab, Utah 84532-2534

Contractor:  
Concessions on Center  
Janae Packard  
Moab, Utah 84532

IN WITNESS WHEREOF, the City of Moab, Utah, has caused this Contract to be subscribed by its Mayor and sealed and attested by its City Recorder in its behalf; and the Contractor has signed this Contract as set forth below.

City of Moab, Utah

Date: \_\_\_\_\_

By: \_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

(Seal)

Contractor:

Date: \_\_\_\_\_ By: \_\_\_\_\_

Title \_\_\_\_\_

State of Utah )

§

County of Grand )

On the \_\_\_\_ day of \_\_\_\_\_, personally appeared before me

\_\_\_\_\_, who duly acknowledged to me that they executed

the same.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Residing in: Grand County

**Attachment A**

**REQUEST FOR PROPOSAL  
TO PROVIDE CONCESSIONAIRE SERVICES FOR  
THE CITY OF MOAB RECREATION DEPARTMENT**