

CONCESSION STAND AGREEMENT

THIS AGREEMENT entered into this 26th day of January, 2010 by and between the **PLUM BOROUGH SCHOOL DISTRICT** (hereinafter referred to as "School District")

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PLUM COUNCIL PTA, INC. (hereinafter referred to as "PTA").

WITNESSETH:

WHEREAS, the Plum Borough School District owns concession stands situate at its High School Field; and

WHEREAS, the Plum Council PTA, Inc. is an incorporated organization that raises funds for various causes that benefit the District's students and educational programs; and

WHEREAS, the PTA is desirous of operating said concession stands for fund raising purposes.

NOW THEREFORE, the parties hereto in consideration of the mutual promises and premises contained herein and intending to be legally bound, hereby agree as follows:

1. **Exclusive License.** In consideration of the payment of \$1.00 per varsity football season, the District hereby grants to the PTA an exclusive license to operate home and visitors' concession stands at Plum Senior High School for all varsity football games, including playoffs.
2. **Food and Beverages.** The PTA shall be responsible for the costs of all beverages, food and foodstuffs. The PTA will provide all personnel and products connected to the sale of food and beverages. The PTA shall retain the proceeds from such sales.
 - (A) The PTA shall abide by and be bound by any exclusive contracts the District has entered into or may in the future enter into in regard to the sale of beverages at school events.
3. **Term.** This Agreement extends from the date of its execution through December 31, 2015.
4. **Equipment.** All equipment provided by the District shall remain the property of the District. The PTA, however, shall be responsible to clean and maintain the equipment during the time it operates the concession stands. The PTA shall also be responsible for any damage to District-owned equipment occurring while it is operating the concession stands.

5. **Health Codes.** PTA shall be responsible for complying with all local, county and state health codes during the time it operates the concession stands. Should the District receive any citation or penalty regarding health code violations arising from the PTA's operation of the concession stands, the PTA shall indemnify and reimburse the District for any costs, including but not limited to, fines, penalties and/or court costs.
6. **Indemnification.** The PTA shall indemnify and hold the District harmless from any liability for personal injuries and/or damages arising from the PTA's operation of the concession stands. The PTA expressly promises and agrees to indemnify and hold harmless the Plum Borough School District, its Board of Education, its Board Members, its officers, employees, servants and agents free and harmless from any and all loss, cost or expense, including attorney's fees, on account of any claim for injury or damage to person or property on account of or in any way connected with the operation of the concession stands. In case of any action or proceeding brought against the School District by reason of any such claim, PTA, on notice from the School District, agrees to defend the action or proceeding with counsel reasonably acceptable to the School District. The PTA shall purchase a General Liability Policy of insurance, with following limits: One million dollar (\$1,000,000). The Policy shall designate the Plum Borough School District as an additional insured. The Policy shall provide that it cannot be cancelled without at least thirty (30) calendar days notice to the District. At least ten (10) calendar days prior to initial operation of the concession stands, a certificate of insurance shall be delivered to the District with

evidence of paid premium. Any subsequent new or renewal certificate of insurance shall be delivered, with evidence of paid premium, to the District at least ten (10) calendar days prior to expiration of the current policy.

7. **Assignment.** PTA shall not have the right to assign this Agreement or any portion thereof, without the prior written approval of the School District. Approval to permit an assignment shall be at the sole discretion of the School District.
8. **Prior Agreement.** This Agreement supersedes and replaces any prior agreements or understandings between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals the day and year first above written.

ATTEST:

PLUM BOROUGH SCHOOL DISTRICT

Cynthia M. Vento
Secretary

By: Kevin Dwyer
Board President

ATTEST:

PLUM COUNCIL PTA, INC.

Cynthia M. Vento
Secretary

By: Laura Mason
President