CITY OF CARTER LAKE, IOWA
APPLICATION FOR CONSIDERATION FOR FOOD CONCESSION SPACE
March-Sept 2027

THIS IS ONLY AN APPLICATION TO LEASE THE CONCESSION STAND AND IS NOT A SPACE RENTAL LEASE.

Name of group, firm or entity _____

Name of owner(s) to appear on lease _____

Onsite representative _____

Permanent street address _____

City _____ State _____ Zip code _____

Business phone _____ Owner cell phone _____

Onsite rep cell phone _____

Website _____ Email _____

ATTACH LIST OF ALL FOOD ITEMS THAT WILL BE FOR SALE (Include current price list.)

ONLY ITEMS LISTED IN YOUR SPACE RENTAL LEASE ARE ALLOWED TO BE SOLD.

Proposed Monthly Rental Fee: $ _____ Season Total: $ _____

Other information:

List any concession stand leased in the past. (Provide name, point of contact, phone and email)

_____

I agree to abide by all State of Iowa Food Service regulations and certify I have read and understand the information and that the information in this application form is complete and true, to the best of my knowledge.

Signature _____ Date _____

Application deadline: December 1st, 2026. Food permit required prior to opening for business.

Email Application to: clccdirector@carterlake-ia.gov or drop off at Carter Lake Community Center, 1120 Willow Drive Carter Lake, IA 51510

1. Premise:

This establishes guidelines for the leasing and operation of the concession stands at Carter Lake. The goal is to ensure the stand is properly managed and provides a convenient and quality service for the public. Lessee agrees to lease from the City of Carter Lake ("City") the Hamilton Sports Complex concession stand(s) (herein after referred to as "Concession Stand").

2. Term of Lease:

The specific Concession Stand being leased is located at **(Field 1) and or (Field 2)** (circle one or both).

The lease period is from: **March 2027** through **September 2027**.

In placing a bid, Lessee must be ABLE to open the Concession Stand for all games scheduled Monday – Friday, and Saturdays when there are two or more games. However, in the case a single entity leases both Concession Stands or two separate entities have leases, it is allowed that one Concession Stand may remain closed as long as at least one Concession Stand is open for games. In this case the City will determine a schedule for which Concession Stand and or lessee will be required to open. Additionally in these cases, each lessee may choose to open if they feel demand warrants, so that both Concession Stands are open.

Game schedules vary however most games start at 6:00PM. Regardless of start time, the concession stand must be ready and operating a minimum of 15 minutes prior to start of each game. The City will work with participating teams and organizations to determine the schedule and provide it to the lessee once established. If for any reason the lessee cannot open, the City must be notified as soon as the inability to open is known. If the lessee fails to open three times during the season, they will lose the right to lease the Concession stands for the next season. The City has discretion to make exceptions, however general lack of staffing will not be accepted.

3. Use of Facilities:

Lessee agrees to use the Concession Stand for lawful purposes only. Non-Exclusive Use: The City reserves the right to operate or allow others to operate additional concession stands at the field in support of City functions. Lessee may not assign or sublet any portion of this agreement or the Concession Stand, without the prior written consent of City. The Lessee shall be responsible for the day-to-day operation of the concession stand, including staffing, inventory management, sales, and cleanliness.

4. Insurance:

The lessee shall maintain liability insurance, naming the City of Carter Lake as an additional insured.

5. Deposit:

Lessee shall provide a cash deposit of two hundred dollars ($200.00) to the City at the time of signing this Lease Agreement. The city shall hold this deposit until the end of the next regular council meeting after the lease term has expired to allow for inspection of the Concession Stand and ensure return of all keys. The City may apply the deposit towards the cost of changing keys, locks, services, or materials needed to clean or repair damage to the Concession Stand caused by the lessee and or individuals deemed to be acting with or on behalf of the lessee. Lessee shall be liable to pay for all costs or expenses to clean or repair the Concession Stand if such costs exceed the deposit amount.

6. Rental Payment:

Lessee shall pay the approved and accepted bid amount received by the City. Lease shall be paid in advance of the lease term.

Lessee shall pay total lease amount of $_____.

7. Refund Policy:

No refund of lease payment or deposit will be given if lessee cannot fulfill its obligation to perform concession duties.

8. Sales:

Menu and pricing will be submitted for review and approval with bid. At a minimum, Lessee shall offer hot dogs, popcorn, sunflower seeds, gum, candy, pop, water, and sports drinks. The lessee shall also obtain all required food safety permits from the State of Iowa. No alcohol may be sold in, at or near the Concession Stand unless an appropriate license/permit has been obtained. These alcohol licenses/permits require an application to be submitted to Carter Lake City Hall at least 30 days in advance of the event.

The Lessee must follow all Iowa tax law and is responsible for collecting and reporting taxes as required. At the end of each month as well as a year-end summary, the lessee shall submit to the City of Carter Lake, expense, revenue, sales, and profit records from the concession stand. These records will be confidential but reviewed by the City to aid in future decisions.

9. Clean-up Duties:

Lessee shall be responsible for general cleaning of the Concession Stand such as windows, walls, floors, counters, storage areas and all equipment located inside the Concession Stand. Concession stands will be kept clear of all food waste and trash. Lessee will also maintain the surrounding area by collecting trash or litter directly related to concession sales. General cleanup will be completed after each use and more in-depth cleanings will be completed as needed and at the end of the lease term. Food standard cleanliness must always be maintained in cooking areas.

All waste and trash collected by the Lessee will be gathered and placed in City collection containers located near the Concession Stands. The City is responsible for emptying these containers regularly. Lessee will control restrooms access for games. It is expected that restrooms be open when the Concession Stand is open. A key will be provided for the Lesse to unlock and lock the restrooms before and after games. Lessee is responsible to monitor, clean, and restock the restroom during games. Restroom supplies will be provided by the city.

10. Maintenance:

The City will maintain the condition of the equipment and facility as it was at the beginning of the lease. The City will repair or replace existing equipment to maintain the initial condition of the equipment or facility, but any specialty equipment or additional items are the Lessee's responsibility. The lessee agrees to pay the City for any damages to the concession stand or to its equipment, fixtures, appliances, furniture, or any other item, damaged by the lessee, its employees, staff, or volunteers of the lessee. Any such payments from the Lessee to the City shall be in sufficient amount to restore the damages.

11. Utilities:

The City shall furnish basic utilities, including gas, water, and electricity for use by the Lessee, at no cost. Lessee is to only use the utilities to support concession events and will be held financially responsible for excessive utility expenses due to misuse or neglecting to report utility problems.

12. Indemnification:

Lessee shall indemnify and hold the City harmless from any and all claims, for damages to persons or property sustained by lessee including costs and expenses, resulting from or in any way connected with the occupation or use of the concession stands including reasonable attorneys' fees arising from, out of, or in connection, with the occupation or use of the Concession Stand and surrounding area by Lessee, Lessee's agents, employees, customers, guests, invitees, or uninvited visitors.

13. Termination of Lease:

City may terminate this lease immediately upon default or breach of the lease agreement by Lessee. If the lease is terminated, Lessee shall immediately remove the lessee items, employees, and their respective property from the Concession Stand. In these cases, deposit return will be at the discretion of the City.

By signing this agreement, both the Lessee and the City of Carter Lake acknowledge and agree to the terms and conditions set forth herein.

_____ _____

First, Last Name Date
Lessee

_____ _____

First, Last Name Date
Director, Carter Lake Community Center