

Contract for Sale of Beverage Services at Pathfinder Park Event Center

This Contract is made and entered into as of November 1, 2024 by and between Fremont County (the "County"), a political subdivision of the State of Colorado, and Bar 409 Events, LLC (the "Vendor"), organized and existing under the laws of Colorado.

Recitals:

WHEREAS, the County desires to provide beverage services inside the Pathfinder Park Event Center for various organizations and events; and

WHEREAS, the Vendor is qualified and experienced in providing beverage services; and

WHEREAS, the County and the Vendor desire to enter into a contract for the Vendor to have the exclusive right to sell beverage services at events such as meetings, private parties and banquets inside the Pathfinder Park Event Center,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Scope of Services

1.1. **Concessions.** The Vendor shall provide beverage services for the County at the Pathfinder Park Event Center for various non-profit organizations. Vendor will work with the event promoters and coordinators as well as the Pathfinder Park Even Center staff to meet the event's beverage needs.

1.2. **Products.** The Vendor shall offer a variety of beverages for sale, including but not limited to: hot and cold beverages, including alcohol beverages (for adults of legal drinking age) and non-alcoholic beverages to meet the demands of the event.

1.3. **Standards.** The Vendor shall comply with all Pathfinder Park Event Center and all applicable County, State and Federal laws, ordinances, rules, and regulations, including but not limited to those relating to health, safety, and environmental protection.

1.4 **Service Requirements.** The Vendor's services shall include, but not be limited to, the following:

- Provide personnel and control mechanisms for verifying and identifying customers of legal drinking age for all alcohol sales.
- Contract with appropriate security for events when requested by the County.
- Provide securable non-refrigerated beverage storage.
- Maintain hours of operation consistent with event schedules.
- Accept a variety of customer payment methods, including but not limited to cash, credit cards, and/or debit cards.
- Pay any applicable sales tax.

- Supply and setup equipment required for event beverage service including silverware, paperware, glassware, serving stations.
- Provide portable bar/bars sufficient to meet the needs of all events.
- Provide efficient, courteous service and a pleasant, sanitary environment for customers.
- Provide all beverage inventory for operations.
- Provide office and janitorial supplies for preparation area, counters, and tables.
- Provide cleanup of beverage related items following events and remove all trash generated by preparation and serving.
- Maintain cleanliness of equipment, and service areas.
- Maintain accurate records of sales, which shall be made available to County upon request.
- Allow Event Center Director or designee access at any time for performance of Director duties, including inspection, and security purposes.
- Provide evidence of insurance (See 4.1 below).
- Comply with all applicable State and Federal laws, rules, regulations and Executive Orders of the Governor of Colorado involving non-discrimination on the basis of race, color, religion, national origin, age, handicap or sex and the employment of illegal aliens.
- Refrain from participation, either directly or indirectly, in discrimination prohibited by state or federal laws or regulations, including employment practices (employees and sub-contractors), set forth in Appendix B of 49 CFR Part 21, or Part 26.

2. Term and Termination

2.1. **Term.** This Contract shall commence on November 1, 2024 and shall continue for a term of two (2) years, unless terminated earlier as provided herein.

2.2. **Termination for Cause.** Either party may terminate this Contract for cause. Material breach, frustration of purpose, and acts of God or force majeure which prevent performance hereunder shall constitute cause.

2.3. **Termination for Convenience.** Either party may terminate this Contract upon 90 days notice. If the County terminates for convenience, the County shall pay the Vendor two times Vendor's average monthly receipts during the prior twelve months.

3. Fees and Payments

3.1. **Fees.** The Vendor shall pay the County 15% of gross sales as compensation for the right to provide beverage concessions.

3.2. **Payment Terms.** The Vendor shall remit payment at least monthly to the County.

4. Insurance and Permits

4.1. **Requirements.** The Vendor shall maintain all permits and licenses required to prepare and sell alcoholic and non-alcoholic beverages. The Vendor must also have and provide copies of the following:

(a) general liability insurance in the amount of at least \$1,000,00.00 per claim and \$2,000,000 in the aggregate;

(b) Workers Compensation Insurance as required by law.

4.2 **Additional Insured.** County shall be named as an additional insured on any policy of liability insurance maintained by Vendor related to the services to be performed hereunder, and such policy shall contain a clause which requires notice to the County prior to cancellation.

5. Indemnification

5.1. **Indemnification.** The Vendor shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from and against all claims, liabilities, damages, losses, costs, and expenses arising out of or related to the Vendor's performance of this Contract.

6. Governing Law and Forum

6.1. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Any disputes arising under the terms of this Contract shall be resolved in the Courts of Fremont County, Colorado.

7. Entire Agreement

7.1. **Entire Agreement.** This Contract constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

Fremont County

By: Dwayne McFall

Signature: _____

Title: Fremont County BOCC Chair

Bar 409 Events, LLC

By: Gerald Meloni

Signature: _____

Title: Owner/Operator

