



**REQUEST FOR PROPOSALS No. 20-016**

**CONCESSION SERVICES AT ROLLO MCCLAY  
COMMUNITY PARK**

ISSUED: February 28, 2020

**CLOSING DATE AND TIME:**

Submissions must be received at the Closing Location on or before:  
**3:00 PM (15:00 hrs) Local Time on March 12, 2020**

**Regional District of Nanaimo (RDN) Contacts for Questions:**

Mark Dobbs - Superintendent of Parks Operations & Capital Projects,  
Chrissie Finnie – Recreation Programmer,  
Recreation & Parks Telephone: 250-248-4744  
Email: [mdobbs@rdn.bc.ca](mailto:mdobbs@rdn.bc.ca)  
[cfinnie@rdn.bc.ca](mailto:cfinnie@rdn.bc.ca)

Questions are requested at least three (3) business days before the closing date.

**Proponent's Information Meeting:**

A non-mandatory site meeting will be held between 12:00pm and 1:00pm on Thursday March 5, 2020 at Rollo McClay Community Park concession building, where proponents can view the concession space.  
Proposals will not be opened in public





## Instructions to Proponents

### Closing Date/Time/Location

Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on March 12, 2020. Select one (1) of the Submission Methods below:

1. By Email: With **"20-016 Rollo McClay Concession Services"** as the subject line at this electronic address: [recparks@rdn.bc.ca](mailto:recparks@rdn.bc.ca)  
**Please note: Maximum email file size limit is 20MB, or less.**
2. By hand/courier delivery: One (1) copy of the Proposal along with one (1) electronic copy of the Proposal on a USB stick should be enclosed and sealed in an envelope clearly marked: **"20-016 Rollo McClay Concession Services"** delivered to:

Ann-Marie Harvey, Senior Secretary  
RDN Recreation and Parks Department  
Oceanside Place  
Main Floor Reception Office  
830 West Island Highway, Parksville, BC V9P 2X4

Should there be any differences between the hard copy and the electronic copy, the hard copy will prevail. Proposals received by facsimile are not accepted.

### Amendment to Proposals

Proposals may be amended in writing and sent via email at [recparks@rdn.bc.ca](mailto:recparks@rdn.bc.ca) on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

### Addenda

If the RDN determines that an amendment is required to this RFP, the RDN will post the Addendum on the RDN website <https://www.rdn.bc.ca/current-bid-opportunities>. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure any and all amendments are included prior to submitting their final Proposal.

### Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to [recparks@rdn.bc.ca](mailto:recparks@rdn.bc.ca) on or before the closing.

### Unsuccessful Vendors

The District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.



## 1. INTRODUCTION & SCOPE

### 1.1 Purpose of the Work

The Regional District of Nanaimo invites qualified Proponents with the capabilities and experience to submit proposals to enter into an agreement for concession services at Rollo McClay Community Park during softball season. The RDN is seeking a concession operator who clearly demonstrates the best concession management and a product offering which responds to the expected softball clientele.

### 1.2 Location

The concession is located at **Rollo McClay Community Park**, 1100 McClay Rd. Gabriola Island. All interested operators are invited to view the concession space and amenities at a non-mandatory site meeting on Thursday March 5, 2020 from 12:00pm - 1:00pm.

### 1.3 Facility Operations Summary

Typically, the concession at Rollo McClay Community Park operates during the softball season, from April until mid-September each year. The concession typically serves softball players and their families during weekday evening games, once per month Sunday games, an icebreaker weekend, and a final tournament in September.

The concession has operated solely for the softball season but has the option to operate for other events within Rollo McClay Community Park, with mutual agreement of the RDN and Gabriola Recreation Society.

## 2.0 REQUIREMENTS

### 2.1 Scope of Work

The agreement term shall be **six months** commencing on April 1, 2020 and ending on September 30, 2020, with an option to renew or extend the term for up to one (1) year by mutual agreement. Specific days of operation will be concurrent with the softball schedule, tentatively:

- 6:00pm-9:00pm Monday, Wednesday and Friday starting April 20, 2020 until July 31, 2020.
- 9:00am-7:00pm on Tournament weekends, tentatively scheduled April 18/19, 2020 and September 19/20, 2020.
- 9:00am-7:00pm one Sunday per month, dates to be determined.
- Option to open for children's softball 6:00pm-7:00pm Tuesdays/ Thursdays in May/ June, dates in May & June to be determined.

The successful proponent will be the sole and exclusive food and beverage supplier, distributor and advertiser for concession services at Rollo McClay Community Park during this agreement.

## 2.2 **Healthy Choices**

The Regional District is inviting proposals that provide competitive pricing, strategic pricing to encourage sales of healthy choices, a pleasing product presentation style, display signage which reflects healthier choices, and awareness of current trends in the healthy choices and environmental fields.

Proponents shall base their menu options on the Province of British Columbia's "Guidelines for Food & Beverage Sales in B.C. Schools", latest version. Current version can be found here:

[https://www2.gov.bc.ca/assets/gov/education/administration/kindergarten-to-grade-12/healthyschools/2015\\_food\\_guidelines.pdf](https://www2.gov.bc.ca/assets/gov/education/administration/kindergarten-to-grade-12/healthyschools/2015_food_guidelines.pdf)

## 2.3 **Proponent Responsibilities**

Proponents must provide a turnkey concession operation, including but not limited to all equipment, supplies and personnel necessary to provide the food items outlined in their proposal. All costs of operating the concession will be to the account of the successful proponent.

The successful proponent is responsible for the security of the concession premises at all times.

The successful proponent is expected to operate the concession at a minimum, during times specified by the Regional District however the Regional District will work cooperatively with the successful proponent and Gabriola Softball Association regarding hours of operation. The successful proponent will be required to open and operate the Rollo McClay Concession for the duration of all softball games and tournaments. Additional hours of operation will be optional.

Proponents will be required to ensure that the concession complies at all time with any regulatory bodies which govern such operations, including but not limited to any federal, provincial or local government bodies.

The successful proponent shall remit commissions monthly by the 15<sup>th</sup> of the month following supported by a summary of the sale of all goods.

ATMs and /or bank machines are exempt from this agreement.

The successful proponent is to provide own point of sale equipment such as cash register, debit/credit hardware, mobile phone and internet if required.

The successful proponent must keep up, maintain, repair and service their equipment at its own expense and provide own janitorial services & supplies within the concession area.

Available storage space is restricted to within the concession area. No other storage space is available.

Any and all permits required by the various agencies with jurisdiction is the responsibility of the successful proponent with copies provided to the RDN and the Gabriola Recreation Society.

The successful Concession Operator will be responsible to remove and legally dispose of all garbage and recyclables from site generated from concession operation after each use.

Prior to the commencement of the services the successful Concession Operator shall provide a certificate of Comprehensive General Liability insurance in an amount not less than two million dollars (\$2,000,000) per single occurrence which shall provide coverage to protect the successful Concession Operator against liability claims for bodily injury (BI) and property damage (PD) arising out of premises, operations, products, and completed operations. The successful proponent shall be required to add the Regional District to the policy of insurance as an additional named insured.

The successful Concession Operator must adhere to the Worker's Compensation Board Occupational Health and Safety Regulations for the Province of BC for the occupied space. The successful Concession Operator must ensure that all staff engaged in concession operations are trained and qualified in accordance with any applicable Federal, Provincial and Municipal laws, bylaws and regulations affecting the work. The successful proponent must ensure that all staff engaged properly supervised, wear the appropriate personal protective equipment and all work is performed in compliance with the latest WorkSafe BC regulations.

#### 2.4 **Regional District Responsibilities**

The RDN will provide equipment space, fire extinguisher, power, and water to the concession location. Water will be on April 1, 2020. Proponents should review the existing space for accurate measurements. Proponents are entirely responsible for determining whether the locations can accommodate their equipment.

### 3.0 **EVALUATION CRITERIA AND EVALUATION PROCEDURES**

#### 3.1 **Mandatory Criteria**

A completed proposal has been received on or before the submission date of March 12, 2020 at 3:00 p.m. PDT.

#### 3.2 **Non-Mandatory Evaluation Criteria**

Proposals will be assessed against the following criteria, which are not intended to be exhaustive and are not ranked in order of preference or priority:

##### A. **Operator (20 Points)**

- Short Operator background, history, overview, and experience of the Operator.
- Key Operator personnel and their role as it relates to the RDN's account.
- Key contacts and their roles and responsibilities.
- The list of equipment to be supplied in the concession.
- Product portfolio available now and products contemplated to be added in the future complete with estimated timelines.
- Financial management & reporting.
- Provide details on how you will manage the concession operation.
- Anything else the proponent may wish to include enhancing this section.

**B. References (10 Points)**

Provide references from locations where similar services have been provided within the past five (5) years. Indicate the type of service provided, the relation, and provide a name, address and telephone contact numbers.

**C. Financial Information (40 Points)**

- An outline of any value-added concepts such as non-monetary support, partnerships or marketing programs or any other information which the proponent believes is relevant to their proposal
- A percentage of gross revenues (commission) to be offered to the RDN, in addition to the terms and schedule of payments.
- An illustrative sample of the type of report to be provided showing sales and commissions payable to the RDN
- Anything else the proponent may wish to include.

**D. Healthy Choices (30 Points)**

- A separate section outlining: the types of food and beverages to be provided, competitive pricing, strategic pricing to encourage sales of healthy choices, a pleasing product presentation style, signage which reflects healthier choices, and awareness of current trends in the healthy choices and environmental fields.
- An illustrative sample of the type of report to be provided showing product sales and how they meet the "Guidelines for Food & Beverage Sales in B.C. Schools", latest version.

**3.3 Evaluation Process**

Subsequent to the submission of proposals, proposals will be evaluated as outlined in Section 3.2. Additionally, interviews may be conducted with a short list of proponents and may form part of the evaluation, but there is no obligation to conduct the interviews nor

receive further information, whether written or oral, from any proponent. The RDN will not be obligated in any manner to any proponent whatsoever until a written contract has been duly executed.

#### **4.0 PROPOSAL FORMAT**

##### **4.1 Format**

Evaluation of proposals is made easier when proponents respond in a similar manner. The following format and sequence should be used to provide consistency in proponent response and to ensure that each proposal receives full consideration. All pages should be consecutively numbered.

- a) Title page, showing Request for Proposal title, closing date and time, proponent's name, address, telephone number, and contact name.
- b) Letter of introduction identifying the proponent and signed by the person or persons authorized to sign on behalf of and bind the proponent to statements made in the proposal.
- c) A short summary of key features of the proposal.
- d) The body of the proposal addressing items in the order noted below under Proposal Content.

##### **4.2 Proposal Content**

Your proposal should include the following information:

- a) Operator profile that briefly summarizes the operation, its size, the number of years in business and the scope of products and services you offer;
- b) Name, title and telephone number of the employee authorized to negotiate and to ratify an agreement for this service;
- c) Brief summary of similar contracts undertaken within the last three years;
- d) Three references from locations where similar services have been provided within the past two years;
- e) Summary of Financial Information Form showing the percentage of gross revenues (commission fees) to be offered to the RDN, the terms and schedule of commission fee payments or any marketing fund amounts. Use Appendix 1 Summary of Financial Information Proposal Form to submit your proposal;
- f) An illustrative sample of the type of report to be provided showing sales and commissions payable to the RDN; and how product sales meet the "Guidelines for Food & Beverage Sales in B.C. Schools", latest version;
- g) Any other information the Proponent feels is relevant to the RFP;

#### **5.0. PROPOSED CONTRACT**

The RDN's form of Contract is attached herein. Proponents should carefully review this form of Contract and bring any items of concerns to the RDN's attention prior to the

closing date and time otherwise the agreement will be deemed to be accepted as presented.

## **6.0 GENERAL CONDITIONS**

### **6.1 No Contract**

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

### **6.2 Privilege Clause**

The lowest or any proposal may not necessarily be accepted.

### **6.3 Acceptance and Rejection of Submissions**

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

### **6.4 Conflict of Interest**

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

### **6.5 Solicitation of Board Members and RDN Staff**

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contacts named in this document.

### **6.6 No Claim for Compensation**

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Proponents agree that by participating in the RFP process they have no claim for compensation.

### **6.7 Ownership of Proposals**

All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.





**6.8 Freedom of Information**

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.

**6.9 Currency and Taxes**

Any prices quoted are to be:

- a) In Canadian dollars and;
- b) Exclusive of any applicable Provincial and/or Federal Sales Taxes (PST, GST)



**Appendix 1**

**REGIONAL DISTRICT OF NANAIMO**

**RFP – CONCESSION SERVICES – ROLLO MCCLAY COMMUNITY PARK**

**SUMMARY OF FINANCIAL INFORMATION PROPOSAL FORM**

To: Ann-Marie Harvey, Senior Secretary  
 RDN Recreation and Parks Department - Oceanside Place  
 830 West Island Highway, Parksville, BC V9P 2X4

The undersigned Proponent, having carefully read and examined the Request for Proposal and having full knowledge of the concession services, agrees to provide the following commission fees, marketing funds, or other fees to the Regional District of Nanaimo:

<b>Name of Proponent:</b>			
<b>Address:</b>			
<b>Phone:</b>		<b>Fax:</b>	
<b>Name, Signature, and Title of Signing Officer:</b>			
<b>Date:</b>			
<b><u>SUMMARY OF FINANCIAL INFORMATION PROPOSAL SCHEDULE</u></b>			
% of Monthly Gross Revenues for Commission Fee:			
Terms and Schedule of Commission Fee Payments:			
Options: (explain)			



**Appendix 2**

**ROLLO McCLAY PARK CONCESSION SERVICES AGREEMENT**

THIS AGREEMENT made the [redacted] day of [redacted], 2020

**BETWEEN:** The Regional District of Nanaimo  
6300 Hammond Bay Rd.  
Nanaimo, B.C.  
V9T 6N2  
(Hereinafter called the "Regional District") OF THE FIRST PART

**AND:** <Name of Concession Operator>  
(Hereinafter called the "Concession Operator")  
[redacted] OF THE SECOND PART

SAMPLE



**NOW THEREFORE THIS AGREEMENT WITNESSETH:**

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto covenant and agree each with the other as follows:

**1. Services**

The Concession Operator agrees to provide Food and Beverage Concession Services at Rollo McClay Community Park 1100 McClay Way Gabriola Island, as per the terms and conditions as further described herein, and to provide the services in a diligent manner. Any changes to the original agreement will be via written amendments signed off by both parties and incorporated as part of this agreement.

Specific days of operation will be concurrent with the softball schedule, tentatively:

- 6:00pm-9:00pm Monday, Wednesday and Friday starting April 20, 2020 until July 31, 2020.
- 9:00am-7:00pm on Tournament weekends, tentatively scheduled April 18/19, 2020 and September 19/20, 2020.
- 9:00am-7:00pm one Sunday per month, dates to be determined.
- Option to open for children's softball 6:00pm-7:00pm Tuesdays/ Thursdays in May/ June, dates in May & June to be determined.

Proponents shall base their menu options on the Province of British Columbia's "Guidelines for Food & Beverage Sales in B.C. Schools", latest version.

The proponent will be the sole and exclusive food and beverage supplier, distributor and advertiser for concession services at Rollo McClay Community Park during this agreement.

The concession will initially be operated for the softball season but has the option to operate for other events within Rollo McClay Community Park, with mutual agreement of the RDN and Gabriola Recreation Society.

Proponents will be required to ensure that the concession complies at all time with any regulatory bodies which govern such operations, including but not limited to any federal, provincial or local government bodies.

The proponent is responsible for the security of the concession premises at all times.

**2. Term**

The agreement term shall be six months commencing on April 1, 2020 and ending on September 30, 2020, with an option to renew or extend the term for up to one (1) year by mutual written agreement.

**3. Concession Operator Fees**

- a) The Concession Operator agrees to remit payment to the Regional District, a commission fee of \_\_\_\_\_ % based on the percentage of the gross sales revenue of the concession. A monthly sales



report shall accompany the payment as outlined as per the sample monthly summary report.

- b) To remit payment fee monthly by the 15<sup>th</sup> of the month following.
- c) Cheques shall be payable to:

Regional District of Nanaimo  
Recreation and Parks  
Department Oceanside Place  
830 West Island Highway  
Parksville, BC, V9P 2X4

#### **4. Independent Contractor**

- a) The Concession Operator will be an independent contractor and not a servant, employee or agent of the Regional District.
- b) The Concession Operator will be responsible for the conduct of any persons employed or used to provide the services. A list of employees will be supplied to the Regional District identifying the role they will have in managing the concession operation and accompanied by a copy of their food safe certification.
- c) The Regional District reserves the right to prohibit access to Rollo McClay Community Park and/or the concession by the Concession Operator and/or its employees, where in the sole unrestricted opinion of the responsible Regional District employee, the behavior of the Concession Operator and/or its employees is deemed to be disruptive to the safe and enjoyable functioning of Rollo McClay Community Park.
- d) The Concession Operator shall have no right of recourse against the Regional District if the Regional District exercises its right to prohibit under this section. The Regional District will in its sole unrestricted opinion determine if the Concession Operator and/or its employees may be permitted access to Rollo McClay Community Park or concession space and the Regional District shall incur no liability for loss of profit related to a prohibition under this section. In the event the Regional District does not permit the Concession Operator to re-enter Rollo McClay Community Park this agreement shall be considered terminated in accordance with Section 17(c).

#### **5. Assignment and Sub-Contracting**

- a) The Concession Operator shall not, without the prior written consent of the Regional District, assign or sub-contract this Agreement or any portion thereof.
- b) The Regional District reserves the right, in its sole unrestricted opinion, to not permit any assignment or sub-contracting of this agreement.
- c) In the event the Regional District does not permit an assignment or sub-contracting of this agreement, the agreement shall be considered terminated in accordance with Section 17(c).

## 6. Indemnity

- a) The Concession Operator shall indemnify and save harmless the Regional District from and against all injury, damage, actions, causes of action, suits, claims and demands of whatsoever nature which may result or be brought or made by reason of any act or default of the Concession Operator, their servants, agents or employees, or on account of any connection with any loss, damage or injury to persons or property in any manner based upon, arising out of or incidental to the use and occupation of the premises by the Concession Operator. Such indemnity shall extend to legal expenses incurred by the Regional District in defending against such liability or alleged liability or in enforcing this right of indemnity.
- b) The Concession Operator shall assume all risk of loss, damage or injury to their property, or to the persons or property of their servants, agents or employees.

## 7. Insurance

- a) Prior to the commencement of the services the Concession Operator shall provide a certificate of general commercial / comprehensive liability insurance in the amount of not less than two million dollars (\$2,000,000) per single occurrence which shall provide coverage for premises and operations liability, legal liability, products liability, employers liability, contractual liability, property damage, personal injury and bodily injury. Property damage including fire insurance for equipment, inventory and supplies owned or leased by the operator. Theft by third parties or employees.

The certificate shall name the Regional District as an additional insured. The certificate of insurance shall contain a standard cross liability clause and a clause requiring notification of the Regional District 30 days in advance in the event that the insurance policy is cancelled.

- b) Any deductible payments are the responsibility of the Concession Operator.
- c) If both the Regional District and the Concession Operator claim to be indemnified under any insurance required by this Agreement, the indemnity shall be applied first to the settlement of the claim of the Regional District and the balance, if any, to the settlement of the claim of the Concession Operator.
- d) The Concession Operator shall ensure that vehicles owned and/or operated by the Concession Operator in connection with this agreement maintain Third Party Liability Insurance with I.C.B.C. and/or a private carrier in an amount not less than two million dollars (\$2,000,000).

## 8. WCB Coverage

- a) The Concession Operator will provide to the Regional District, prior to commencement of the Term, evidence satisfactory to the Regional District that the Concession Operator has paid and satisfied any and all assessments payable under the Workers Compensation Act or any regulation thereunder with respect to the services to be provided under this agreement. If operating as a sole



proprietor or partnership, agree to have in place Personal Optional Protection coverage through Worksafe BC.

- b) The Concession Operator shall attend a facility orientation meeting prior to commencing operation of the concession.
- c) The Concession Operator shall ensure that all workers are trained and supervised in accordance with the Workers' Compensation Act and any other applicable agencies with jurisdiction.

## **9. Equipment**

- a) The Concession Operator shall supply and install all equipment necessary for the operation of the Concession. Equipment must comply with all applicable codes and agencies with jurisdiction.
- b) All signage, menu boards and promotional materials will be for the account of the Concession Operator and will not be erected or displayed without the written consent of the Regional District or a representative having jurisdiction at Rollo McClay Community Park.
- c) No alterations to the Concession and/or the surrounding area will be permitted without the written consent of the Regional District or a representative having jurisdiction at Rollo McClay Community Park.
- d) The Concession Operator shall, at all times, at their cost and expense, keep the concession and its equipment in proper mechanical working order and shall maintain the Concession in a clean, attractive and sanitary condition to the satisfaction of the Regional District.
- e) The Concession Operator shall be liable and responsible for the costs of repairing or making good any damage or marring of any Regional District property caused by the Operator or any employee or agent of the Operator fulfilling the terms of this agreement.

## **10. Operating Requirements**

- a) The Concession Operator shall be required to open and operate the Rollo McClay Community Park Concession, at minimum, for the duration of all softball games and tournaments. Additional hours of operation will be optional. Changes to the minimum concession hours may be considered and implemented as agreed upon by both parties and attached in writing to the agreement. Any changes to this schedule shall require mutual consent of the Concession Operator, the Regional District and Gabriola Recreation Society.
- b) The Concession Operator will post weekly operation hours in a location on the exterior of the concession.
- c) The Concession Operator will respect all facility parking/loading restrictions unless waived in writing by the Regional District.
- d) The Concession Operator shall pay all lawful taxes, rates and charges assessed against the Concession Operator.

- e) The Concession Operator will be solely responsible for cleaning the concession and the provision and storage of cleaning products within the Concession area.
- f) Storage of equipment and products must be contained within the concession area. No other storage will be provided by the Regional District.
- g) The Concession Operator will conduct no other business within Rollo McClay Community Park without additional park permitting other than that required to operate the concession at Rollo McClay Community Park.
- h) The Concession Operator will work with the Regional District to implement the Province of British Columbia's "Guidelines for Food & Beverage Sales in B.C. Schools", latest version. The sale of liquor, cigarettes, gum, nuts in shells, lottery tickets or cannabis is strictly prohibited.
- i) The Concession Operator will submit a final report showing the products sold in the Healthy Choices categories. The reports shall be submitted on or about October 1, 2020.
- j) The Concession Operator shall supply and maintain their own point of sale equipment such as cash register, debit and credit card hardware, internet, and phone services if required.
- k) The Concession Operator is responsible for the removal and disposal of waste and recyclables generated from their operation after each day.
- l) The Concession Operator shall not lease, sublet, assign or otherwise delegate this agreement to a third party without the express written consent of the Regional District.

## **11. Facility Closures**

- a) Closures resulting from circumstances beyond the Regional District's control will not result in any liability for loss of revenue regardless of the final length of the shutdown required. No notice shall be required where the closure is of a sudden or emergency nature and any such notice will be made on a best efforts' basis.

## **12. Regional District Rights and Responsibilities**

- a) The Regional District will provide designated space indicated as Concession, fire extinguisher, and utilities (heat, power and water) at no charge to the Concession Operator. The Regional District shall not be liable to the Concession Operator for any damage or loss occasioned by a lack of heat, power or water.
- b) The Regional District provides no assurances as to the safety of the equipment nor assumes any responsibility or liability for costs or loss of equipment or loss of revenue as a result of equipment damaged while it is located at Rollo McClay Community Park. No charges of any kind, whether due to malicious damage or a lack of action on the part of the Regional District shall be recoverable against the Regional District.



### **13. Other Rights**

- a) The Regional District acknowledges and agrees that Concession Operator shall have exclusive Food and Beverage Concession sales rights within the facility unless otherwise herein noted. The Concession Operator will be given a first right to provide expansion of food and beverage services within the facility.

### **14. Warranties**

The Concession Operator agrees that the Regional District makes no claims, warranties or representations with regards to the potential volume of sales and that the Concession Operator bears the full risk of operating the Concession, including any losses which may arise there from.

### **15. Compliance with regulations**

- a) The Concession Operator is responsible for paying, observing, providing and complying with all necessary licenses, permits and any regulations relating to the operation of a food and beverage concession service.
- b) The Concession Operator shall comply with orders issued by the Regional District insofar as such orders affect the use of the concession under this agreement.

### **16. Inspection of records**

The Concession Operator shall permit any auditor or auditors appointed by the Regional District to inspect the books, accounts, vouchers or any other documents used by the Concession Operator for the transaction of business, as it relates to this agreement and to provide such auditor or auditors with any information or explanation that may be requested with respect to the operation.

### **17. Termination**

- a) Notwithstanding any other provision of this Agreement:
- b) If the Concession Operator fails to comply with any provision of this Agreement or becomes bankrupt or insolvent, then, and in addition to any other remedy or remedies available to the Regional District, the Regional District may, at its option, terminate this Agreement immediately by giving written notice of termination to the Concession Operator at the address noted herein. Equipment removal and payment of all monies accrued to the date of termination shall be effected within 14 days of termination.
- c) Either Party may upon sixty (60) calendar days (or a shorter period if mutually agreed) written notice to the other, terminate this agreement. Equipment removal and payment of all monies accrued to the date of termination shall be affected on or before the termination date.
- d) In the event the premises are wholly or partially destroyed by circumstances beyond the



Regional District's control, the Regional District may at its option, provide other accommodation for the use of the Concession Operator or alternatively, may forthwith terminate the agreement. There shall be no compensation or other rights acquired by the Concession Operator as a result of Regional District exercising its' rights under this section.

## **18. Dispute Resolution**

In the event of a dispute arising between the Regional District and the Concession Operator as to their respective rights and obligations under this agreement, both parties agree to resolve the dispute by:

- (a) Frank and open negotiations whereby both parties use their best efforts to resolve the dispute by mutual written agreement including the most Senior Management of both parties;
- (b) If, after thirty (30) calendar days, the dispute is not resolved, both parties agree to appoint a mediator to resolve the dispute. All mediation costs to be split equally.



**SIGNATORIES**

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

For the REGIONAL DISTRICT OF NANAIMO:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

For the <Concession Operator>:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

This Agreement may be executed in counterparts with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.



SAMPLE  
MONTHLY SUMMARY OF  
CONCESSION SALES Rollo McClay  
Community Park

For the month of: \_\_\_\_\_

\* Concession Food Sales \$ \_\_\_\_\_

\* Catering Food Sales \$ \_\_\_\_\_

Total for month \$ \_\_\_\_\_

Less GST \$ \_\_\_\_\_

Net Sales (A) \$ \_\_\_\_\_

Commission to RDN  
<enter %> x (A) \$ \_\_\_\_\_

Add GST \$ \_\_\_\_\_

Total Payment \$ \_\_\_\_\_

\*Supported by daily till tapes and invoices food services/catering sales