



# SILVER SPRING TOWNSHIP Concession Rental Agreement

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Silver Spring Township, 8 Flowers Drive, Mechanicsburg, PA 17050, hereinafter called "Township" and \_\_\_\_\_, hereinafter called "Facility User."

## Terms of Agreement

This agreement is valid on the following dates: \_\_\_\_\_

**REVENUE REPORT:** Please provide a revenue report at the walk-thru of the concession stand. This should be cumulative for money made at the concession stand in one year.

**TERMS AND CONDITIONS:** The Agreement is valid for the term limits set forth in the concession agreement; however, use privileges can be terminated at any time if user is in violation of this policy. All supplies and equipment must be removed at the end of the agreement terms. At the end of use, an inspection of the facility will be conducted by Township staff. The security deposit will be returned after the agreement term ends, as long as the facility passes an inspection by staff. The Facility User shall comply with all provisions of the current Silver Spring Township policies, procedures and ordinances, the Pennsylvania Department of Labor & Industry Labor Laws and the regulations set forth by the Pennsylvania Department of Agriculture.

**TERMINATION:** The Township and/or the Facility User shall reserve the right to terminate this Agreement without cause with five (5) working days prior written notice. This Agreement may also be terminated by the Township upon failure of the Facility User to comply with the terms and conditions of the Concession Policies and Procedures Guide. Improper use and management of the concession stand, or unreasonable conduct toward participants, spectators, or staff shall be cause for termination. Failure to abide by park rules and regulations may also be cause for termination of this Agreement in the sole discretion of the Township. In the event of termination, the Facility User shall pay for the use of the concession up to the date of termination.

**HOLD HARMLESS AND INDEMNIFICATION:** The Facility User shall hold harmless from and indemnify the Township, its officials, employees, agents, successors and assigns, against any and all claims, demands, actions, causes of action, suits and damages, including attorney fees, based upon or arising out of any activities performed by the Facility User and its employees, volunteers, subcontractors, agents, successors and assigns under this Agreement, and shall, at the request of the Township, defend any and all such actions, claims, demands, causes of action and suits brought against the Township. Facility User duty to indemnify and hold harmless the Township shall extend to and include any and all Township attorney fees and costs in any proceeding brought by the Township to enforce the provisions of this Paragraph.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

**TOWNSHIP OF SILVER SPRING**

\_\_\_\_\_  
Signature of Township Representative

**FACILITY USER**

\_\_\_\_\_  
Signature of Applicant/League Representative