

ORDINANCE NO. 879

AN ORDINANCE APPROVING AGREEMENT WITH THE VIGOR BENCH WARMERS AND DIRECTING THE PRESIDENT OF THE CITY COUNCIL TO EXECUTE SAME IN THE NAME OF THE CITY OF PRICHARD AND THE CITY CLERK TO ATTEST SAME.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRICHARD, ALABAMA, AS FOLLOWS:

SECTION 1. That the attached agreement with the Vigor Bench Warmers, marked Exhibit "A" and by reference herein made a part hereof, is hereby approved.

SECTION 2. That the President of the City Council of Prichard is hereby authorized and directed to forthwith execute said agreement in the name of the City of Prichard, Alabama and the City Clerk is hereby authorized and directed to forthwith attest said agreement.

Adopted this _____ day of September, 1961.

AUTHENTICATED:

L.L. Drew
President City Council

Berniece H. Centanne
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

This agreement made this _____ day of _____, 19____, between the City of Prichard, a Municipal Corporation, hereinafter called "City", party of the first part and The Vigor Bench Warmers, hereinafter called "Bench Warmers", a party of the second part, witnesseth:

1. That the City, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Bench Warmers, hereby grants unto The Bench Warmers the exclusive right to run, conduct, operate and otherwise maintain all concession interests and enterprises and the use of all premises and facilities intended for concession use in the Prichard Municipal Stadium located in the City of Prichard, Alabama. Said concession interests and enterprises are to be reasonably commensurate with the purposes and functions of the Prichard Municipal Stadium, that is, to provide recreation for the citizens of the City of Prichard, Alabama.

2. The Vigor Bench Warmers agree to pay to the City of Prichard ten (10) percent of gross receipts from concessions, which shall be payable at the end of each calendar month. The Bench Warmers further agree that the total net receipts of said concessions will be used to promote youth athletics and related activities in the greater Vigor area.

3. The Bench Warmers agree to submit to the City a semi-annual statement of profit and loss, duly compiled by a Certified Public Accountant, the first of such statements to be submitted within thirty (30) days after the expiration of six months from the effective date of this instrument.

4. The Bench Warmers agree to fully serve and attend all facilities that operate both the entire year and seasonably at the Prichard Municipal Stadium; to make special plans, and in pursuance thereof, to serve and attend all special events that may be held at the Prichard Municipal Stadium or at any of its facilities.

5. It is agreed that the City shall have the privilege to require the Bench Warmers to make re-arrangements of facilities or methods of handling the operation of the concessions if, in the opinion of the City, the Public can be served more efficiently.

6. The Bench Warmers hereby agree to protect, serve and maintain in good condition all property of the City which is to be used in connection with the operation of the concessions. The Bench Warmers agree that at the expiration of the duration of this agreement, the premises and equipment herein leased will be relinquished to the City in the same condition as when they were first taken over by the Bench Warmers, natural wear and tear excepted.

7. The Bench Warmers agree, during the period of operation, to employ sufficient and qualified personnel to operate properly each concession.

8. The City hereby grants the Bench Warmers the privilege to sell, vend, serve, and dispense in or at such places and locations referred to in this lease or as later may be determined and directed by the City, food, ice cream, hot and cold beverages, confections, popcorn, peanuts, tobacco, cigars, cigarettes, selected souvenirs in good character, suitable magazines, newspapers, postal cards, pictures, photographs, books and descriptive historical booklets.

9. The Bench Warmers agree that the quality of all articles listed above which are to be sold, vended, served and dispensed shall be reasonably commensurate with the same or similar articles sold, vended, served and dispensed in the surrounding area; and the price of all such articles must be approved by the City Council.

10. The Bench Warmers agree that the character of service shall be the best obtainable and shall at all times be clean, orderly and sufficient to meet the reasonable demands of the public; that the City shall have the right to object to the character of the service and the condition of the premises in any particular, and order the objectionable service or conditions to be discontinued or remedied; that the same courtesy shall be extended to the visitors of the Stadium as to the patrons of the various concessions herein listed and that all Stadium visitors shall be permitted to enter the premises and public portions of the buildings freely, and to enjoy the conveniences and privileges accorded the patrons of the concessions governed by this lease.

11. The Bench Warmers agree to comply strictly with all the ordinances and laws of the City of Prichard and the State of Alabama, and all rules and regulations governing the conduct of the personnel and the management of the aforesaid concessions.

12. The Bench Warmers further agree not to permit nor suffer any noxious or offensive business, trade or occupation to be carried on in said premises, nor to permit the same to be occupied or used for immoral or illegal purposes.

13. The Bench Warmers agree to remove all rubbish, waste and garbage promptly to a designated place where such will not be offensive to the public.

14. The Bench Warmers agree to ~~operate the premises, the equipment and concession~~ interests herein granted under such rules and regulations as may be promulgated by the City.

15. Unless renewal is arranged thirty (30) days prior to the end of this agreement, the Bench Warmers shall immediately vacate the

premises and remove all property to which it holds proper title.

16. The Bench Warmers agree that upon the violation of any of the covenants and agreements herein contained on account of any act or omission of the Bench Warmers, the City may at its option terminate and cancel this agreement.

17. The effective date of this agreement is hereby declared to be the 1st day of October, 1960. The duration of this agreement shall be for the period of three (3) years from the effective date thereof. There is hereby granted unto the Bench Warmers at the expiration of such original period an option to renew this agreement for three (3) year terms thereafter at a rental payment to be agreed to at such time between the parties. The Bench Warmers must give the City notice of its desire to renew not more than sixty (60) nor less than thirty (30) days prior to the expiration of this agreement or any renewal hereof.

18. The Bench Warmers shall carry comprehensive liability insurance to indemnify and protect the City of Prichard against any claims or actions for personal injuries or property damage that might be sustained by any person whomsoever as a result, directly or indirectly, of the operation of said concessions by the Bench Warmers. Said insurance shall be in a minimum amount of \$25,000.00 for one person, \$50,000.00 for all persons, and \$1,000.00 property damage, arising from any one accident.

IN WITNESS WHEREOF, The City of Prichard has caused these presents to be executed by The President of the City Council and attested by its City Clerk and The Vigor Bench Warmers have caused these presents to be executed by its duly authorized officers all of the date first above written.

CITY OF PRICHARD

BY: L.L. Drew

PRESIDENT OF THE CITY COUNCIL

ATTEST:

THE VIGOR BENCH WARMERS

BY:

ITS PRESIDENT

ATTEST:

ITS SECRETARY