

**WETUMPKA RECREATIONAL BASEBALL AND SOFTBALL  
CONCESSION AGREEMENT**

**THIS AGREEMENT**, made and entered into, this the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Wetumpka, Alabama, a municipal corporation, (the “**City**”), and Wetumpka Youth Baseball & Softball League, Inc., an Alabama non-profit corporation (herein the “**League**”), collectively the Parties, upon the following terms, conditions, and promises herein, do hereby state as follows:

**WHEREAS**, the City of Wetumpka has constructed concession stands at the Wetumpka Sports Complex; and

**WHEREAS**, the League has the wherewithal and ability to purchase food and beverages for resale in said concession stands and can adequately staff the concessions stands; and

**WHEREAS**, the League is sanctioned by the City to organize and operate a youth sports program on behalf of the City of Wetumpka, Alabama for the residents of the City; and

**WHEREAS**, the City of Wetumpka agrees that it would benefit the League to sale food and beverages from the concession stands such that those sales will contribute to the funding of the League for the benefit of the children participating in the youth sports program; and

**WHEREAS**, the parties desire to have a written agreement regarding the operation of the concession stands and the respective duties and obligations of the Parties hereto;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the League and the City, intending to be legally bound, do hereby agree as follows:

**SECTION 1: TERM.** This agreement shall be for a term covering the balance of the 2022 softball/baseball season and, unless extended by mutual consent of the Parties, shall expire upon the completion of the All-Stars post-season play of 2022.

**SECTION 2: COVENANTS AND CONDITIONS.** The City grants to the League the right to perform the governmental function of running a concession stand for the benefit of a youth sports league in the City of Wetumpka under the following covenants and conditions:

- a) The League is to be fully non-profit and volunteer-based. At no time and in no instance shall the directors, officers, or any other person in control of League operations be compensated with any thing of value for any service provided.
- b) The league shall be authorized to hire part-time employees only for the purpose of running the concession stand and shall pay them a reasonable wage. The employees shall not be considered employees of the City of Wetumpka. The league shall withhold all appropriate employee tax withholdings for said employees.
- c) The League shall register all sales and maintain accurate receipts of all sales from the concession stand.
- d) The League shall maintain accurate expense records for the food and beverage items purchased and sold pursuant to this agreement.
- e) The League shall abide by all Federal, State, and Local laws.
- f) All funds received by the League shall be accounted for and the income, receipts, and expenses made by and accrued unto the league shall at all times be open for inspection by City Officials.
- g) The League is to use all funds received by it for the benefit of the youth sports program, including but not limited to paying for the umpires, equipment, uniforms, food and beverage supplies, insurance, professional services fees, taxes, filing fees and other expenses reasonably calculated thereto. Any funds held in excess at the end of each year, less one-years' operating capital in an amount determined by the City, shall be returned unto the City for the purpose of maintaining and/or improving the fields and the sports complexes.

- h) This agreement shall be contingent upon the League's compliance with the covenants and conditions stated herein in this Agreement.
- i) This agreement shall be contingent upon the League's performance under that "WETUMPKA RECREATIONAL BASEBALL AND SOFTBALL LEAGUE AGREEMENT" executed contemporaneously herewith.

**SECTION 3: SCHEDULING/ FACILITIES.**

- a) The City shall at all times be in control of the scheduled use of the City's concession stands.
- b) The City shall provide unto the league a reasonable schedule to facilitate the league's use of the concession stands for its games and practices and also for travel/ tournament ball events, should any such events be available. At its sole discretion, the City reserves the right to delay, postpone or cancel any activity conducted at the concession stands.
- c) The League also agrees to operate concessions stands on behalf of the City under the same terms and conditions as stated herein for non-League events and tournaments which from time to time may be held at the baseball and softball complexes. The City shall give notice of the need for concessions stands operation to the League upon receipt of a completed APPLICATION FOR RENTAL OF WETUMPKA SPORTS COMPLEX by the person or entity seeking the use of the sports complex.

**SECTION 4: INSURANCE/INDEMNITY.** The League shall indemnify and hold the City of Wetumpka, it's officers and employees and assigns, harmless from all suits, actions, or claims of any character including attorney fees, brought because of injuries or damages received or sustained by any person or persons or property due to the activities and/or operations of the League and its operation of the concession stands. The parties agree to maintain separate liability and casualty insurance policies which cover their use of the facilities and the obligations placed upon each of the Parties pursuant to this Agreement.

**SECTION 5: NON-ASSIGNABILITY.** This Agreement is not assignable. As such, the League shall not assign or transfer, or permit the assignment of this Agreement or any rights or obligations hereunder, without prior written consent of the City.

**SECTION 6: TERMINATION.** This Agreement may be terminated:

- a) By the League, 90-days prior to the commencement of league play, and/or
- b) By the City upon the occurrence of the League's breach of any term, covenant, or condition herein or upon notice of its termination of this agreement at any other time.
- c) If, for any reason, the League entity is dissolved, all funds held by the League shall be paid over unto the City upon dissolution, less any portion of said funds required for the winding up of the League's corporation.

**SECTION 7: SEVERABILITY; GOVERNING LAW; ETC.**

- a) If any provision of this Agreement, or the application thereof to any person or circumstances, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforceable to the fullest extent permitted by law.
- b) Any amendments to this Agreement must be in writing and executed by all parties. Except as may be otherwise expressly provided herein, time is of the essence of this Agreement with respect to all required acts of the Parties.

**SECTION 8: NOTICE OF FEDERAL IMMIGRATION LAW.** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**IN WITNESS WHEREOF**, the undersigned Parties have hereunto set their hands and seals on the day their signatures bear date.

**THE CITY OF WETUMPKA, AN ALABAMA MUNICIPAL CORPORATION**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BY: JERRY WILLIS  
ITS: MAYOR

\_\_\_\_\_  
DATE

**WETUMPKA YOUTH BASEBALL & SOFTBALL LEAGUE, INC.**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BY:  
ITS: COMMISSIONER

\_\_\_\_\_  
DATE