



**LAKE METROPARKS
11211 SPEAR ROAD
CONCORD TWP., OHIO 44077**

2021 REQUEST FOR PROPOSAL DOCUMENT

**REQUEST FOR PROPOSAL
FOR**

PRCC Banquet Conference Facility Catering Operations

RFP #2021-029

PUBLISHED DATE: October 4, 2021

DUE DATE: November 23, 2021

Table of Contents

LEGAL NOTICE.....2

INSTRUCTIONS TO PROPOSER.....3

PROPOSED SCHEDULE FOR COMPLETION OF RFP PROCESS3

RELEVANT BACKGROUND INFORMATION4

DESCRIPTION OF PREMISE AND OPERATION4

REQUIREMENTS OF THE PROPOSAL6

REVIEW AND EVALUATION OF PROPOSALS.....8

REJECTION AND OR ACCEPTANCE OF PROPOSALS.....9

WITHDRAWL OF PROPOSAL.....9

LAKE METROPARKS CONTRACT REQUIREMENTS9

MISCELLANEOUS ITEMS10

DOCUMENTS I-IX

LAKE METROPARKS PRCC SAMPLE FOOD CONCESSION AGREEMENT

APPENDIX A

APPENDIX B 1-3

LEGAL NOTICE**INVITATION FOR RFP**

Sealed proposals will be received by the office of Lake Metroparks, 11211 Spear Road, Concord Twp., Ohio 44077, no later than 3:00:00 P.M. local time, on November 23, 2021, and thereafter will be recorded for the following:

PRCC Banquet Conference Facility Catering Operations**PROPOSAL PKG. #2021-029**

All RFP documents, specifications, plans, etc., can be viewed or printed free of charge. To access RFP documents, or access legal notice go to www.lakemetroparks.com, go to “*About Us*”, click on “*Bids/Purchasing*”. If you have any problems accessing the information, please contact the Procurement Department at 440-639-7275 ext.1343. Copies of said proposal documents may also be obtained by bidders, **at Lake Metroparks Administrative Headquarters**, 11211 Spear Road, Concord Twp., Ohio 44077, free of charge.

In the performance of all contracts, contractors will comply with all applicable federal and state laws and regulations pertaining to Equal Employment Opportunities.

Lake Metroparks is a governmental agency exempt from all local, state, and federal taxes.

Proposals must be in sealed envelopes and clearly marked with the appropriate proposal number.

No proposal may be withdrawn for at least sixty-(60) days after the scheduled closing time for receipt of proposals.

Lake Metroparks reserves the right, in its sole discretion, to negotiate or to reject any and all proposals and parts of any and all proposals and waive all technicalities.

BY THE ORDER OF THE BOARD OF PARK COMMISSIONERS OF LAKE METROPARKS

Paul Palagyi
Executive Director

Published Date: October 4, 2021

INSTRUCTIONS TO PROPOSER

This is an Issuance of Request for Proposals (RFP) for a manager of the banquet/conference facility catering operation located at Pine Ridge Country Club 30605 Ridge Road, Wickliffe, Ohio 44092.

PROPOSED SCHEDULE FOR COMPLETION OF RFP PROCESS

- | | |
|---|---|
| • Legal Notice Published | October 4, 2021 |
| • Facility Inspection | October 25, 2021, 1:00 – 3:00p.m. |
| • Final Day to Submit Questions | November 4, 2021, No Later Than 3 p.m. |
| • Final Addenda Issued | November 10, 2021 |
| • Proposal Due Date (Note: No public opening) | November 23, 2021, No Later Than 3 p.m. |
| • Award of Proposal by Board of Park Commissioners after successful contract negotiations | |
| • Contract Start Date | May 1, 2023 |

FACILITY INSPECTION: An inspection of the facilities/areas to be managed for Lake Metroparks as specified herein will be conducted on the following date and time:

Monday October 25, 2021, from 1:00 – 3:00pm

Pine Ridge Country Club Clubhouse

30605 Ridge Road

Wickliffe, Ohio 44092

1. Responses are **due by 3:00 pm Tuesday, November 23, 2021**, and must be sealed and delivered to: Lake Metroparks: 11211 Spear Road, Concord Twp., Ohio 44077.
2. Inquiries requesting clarification regarding the Request for Proposal or its contents must be made in writing to the Procurement Manager, Jean Sullivan, via e-mail at jsullivan@lakemetroparks.com and must be received prior to November 4, 2021 by 3:00 p.m. Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled in an e-mail reply. If any questions result in changes or additions to the RFP, the changes or additions will be forwarded as quickly as possible, by addendum.
3. Respondents shall designate a single contact person, with appropriate contact information, to address any questions concerning a proposal. Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute a contract on the Respondent's behalf. A document shall be provided showing those individuals within a firm with the legal authority to sign contractual commitments. Respondent shall also provide a detailed resume or summary of each team member's relative experience working on similar type of projects.

BACKGROUND INFORMATION REGARDING LAKE METROPARKS

Lake Metroparks is a political subdivision of the state of Ohio. Over half a century ago, visionary citizens of Ohio's smallest county began campaigning to set aside land for future parks. To conserve and preserve the natural resources of Lake County, Lake Metroparks was formed in 1958 under the authority of Chapter 1545 of the Ohio Revised Code and is a separate political subdivision of the state of Ohio. The Park District encompasses a total of 38 parks and 9,778 acres. Its boundaries are coterminous with the boundaries of Lake County, Ohio, located immediately east of Cuyahoga County. The southern shoreline of Lake Erie forms the northern boundary of the park district.

The presiding Lake County Probate Court Judge, appoints a three-member board of citizens to govern Lake Metroparks. Lake Metroparks Board of Park Commissioners serve without compensation for three-year alternating terms. The Board of Park Commissioners appoints an Executive Director who serves as the Chief Executive Officer for the Park District.

DESCRIPTION OF PREMISES AND OPERATION

Facility Description

Located 17 miles east of downtown, Pine Ridge Country Club in Wickliffe has a rich heritage dating back to the 1800s. Today, Pine Ridge has become “the country club for the public” with its richly manicured greens, continuous asphalt cart paths and beautifully restored and appointed clubhouse and banquet facilities.

<u>Name of Room/Space</u>	<u>Area</u>	<u>Capacity @ 1 person per 20 sq. ft.</u>
Grill Room (ground floor)	2,231 sq. ft.	111
Dining/Ballroom (first floor)	2,963 sq. ft.	148
Porch (first floor)	1,126 sq. ft.	56
Green Room (first floor)	439 sq. ft.	22
Sun Room (first floor)	358 sq. ft.	18
Patio w/ Awning (outdoor space)	2346 sq. ft	117
Outdoor Lawn Area	3200 sq. ft.	160

The floor plans for PRCC Clubhouse are included on Appendix B 1-3.

Operation Description

Lake Metroparks is in need of management services for the banquet/conference facility catering operation located in the Clubhouse at the Pine Ridge Country Club Golf Course.

Dates and Hours of Operation

Manager with approval from Lake Metroparks Executive Director has discretion over the hours of operation for the banquet/conference facility catering operation.

Manager shall be required to maintain the facility and immediate surrounding area (50 feet) in a clean and safe condition.

Beer, Wine and Liquor Permits

Upon expiration of the current lease agreement, as Lake Metroparks elects the licenses may be transferred to the manager, pursuant to executed sales contracts, or the licenses may be canceled in favor of the issuance of new liquor permits to the manager, pursuant to executed requests for cancellation of the permits. Manager shall pay all fees related to the application/transfer/cancellation of the licenses.

Utilities

Proposer shall be responsible for each type of utility indicated below:

Telephone Service: Telephone installation and operational cost is borne by Manager. Telephone service must be maintained on a year-round basis and include a recording service when the phone is not personally answered. Costs associated with publishing the telephone number in phone directories will be assumed by Manager.

Water/Sewer: To be paid by Successful Proposer

Gas: To be paid by Successful Proposer

Electric: To be paid by Successful Proposer

See the below table for the last 12 months of utilities costs:

PRCC Prior 12 Months Utilities				
Month	Year	Water/ Sewer	Gas	Electric
July	2021	\$49.00	\$269.00	\$3,017.82
June	2021	\$286.00	\$240.00	\$3,435.02
May	2021	\$410.00	\$271.00	\$3,102.50
April	2021	\$269.00	\$346.00	\$2,572.02
March	2021	\$234.00	\$362.00	\$2,977.32
February	2021	\$115.00	\$391.00	\$3,259.94
January	2021	\$75.00	\$339.00	\$3,210.63
December	2020	\$48.00	\$373.00	\$3,050.41
November	2020	\$141.00	\$252.00	\$2,019.12
October	2020	\$291.00	\$169.00	\$3,052.62
September	2020	\$273.00	\$168.00	\$2,438.32
August	2020	\$ 379.00	\$135.00	\$3,038.19

Equipment furnished by Lake Metroparks “As-Is”

See Appendix A for Equipment provided As-Is by Lake Metroparks.

Manager is required to furnish any supplemental/additional equipment needed for operation. Manager shall be required to keep Lake Metroparks equipment clean and in good condition. **Lake Metroparks gives no warranty as to the condition, safety, or acceptability of the equipment, and will not replace, repair, or upgrade equipment, except as indicated on pages.**

Proposer is responsible for being knowledgeable of the facilities/areas associated with the operation of said premises.

REQUIREMENTS OF THE PROPOSAL

The Proposal shall be completed by each Proposer in such detail as to facilitate a complete and comprehensive analysis. The Proposal should describe all services offered and all charges. Specifically, the Proposal SHALL include the following documents and items:

(FAILURE TO PROVIDE ANY OR ALL OF THESE DOCUMENTS MAY RESULT IN YOUR PROPOSAL BEING REJECTED AND RETURNED.)

- ❖ **The Proposal Application** (Document I)
- ❖ **Proposal Form** (Document II)
- ❖ **Proposal Summary:** The Proposal Summary must include Proposer’s Business Plan for this facility including, but not limited to, the following information:
 - ❖ **Proposer’s Company Summary**
 - Ownership
 - Company History (for ongoing companies) or Start-up Plan (for new companies)
 - Company Locations and Facilities
 - ❖ **Products and Services**
 - Service Description
 - Sales Literature
 - Sourcing and Fulfillment
 - Technology
 - Future Products and Services
 - ❖ **Market Analysis/ Strategy & Implementation Summary**
 - Marketing Analysis
 - Marketing Strategy
 - Promotion Strategy
 - Sales Strategy
 - ❖ **Web Plan Summary**
 - Website Marketing Strategy
 - Development Requirements
 - ❖ **Management Summary**
 - Organizational Structure
 - Management Team
 - Personnel Plan
- ❖ The Proposal packet should include any additional data or information that the Proposer considers pertinent to the evaluation of the proposal.
- ❖ The Proposal must include a statement of amounts to be paid to Lake Metroparks and the

Proposal terms. Lake Metroparks requires a guaranteed minimum payment as opposed to a payment based on a percentage of gross receipts.

- ❖ **Deposit:** Upon successful contract negotiation, Concessionaire shall submit by a certified check, cashier's check or money order, drawn on a solvent bank or savings and loan association in the amount of the first month's rent. *No check is required at time of proposal.*
- ❖ **Statement of Proposer's Qualifications** (Document III)
- ❖ **Condensed Net Worth Statement** (Document IV)
- ❖ **Proposed Sale/Rental Items and Prices** (Document V)
- ❖ **Statement of Anticipated Cash Flow** (Document VI)
- ❖ **Proposer's Affidavit Personal Property Tax Certificate** (Document VII)
- ❖ **Other Statements, Including Business/Personal References** (Document VIII)
 - ❖ If Proposer will not personally supervise operations, the name and background – employment history and references – of those filling this function shall be included.
- ❖ **TBOR1 Form** (Document IX)
- ❖ **Financial Solvency**
 - ❖ The Proposal must also include evidence of the applicant's financial ability to meet the financial requirements of the operation together with details of any proposed financing arrangements, proposed budgets and cash flows to justify such financing.
- ❖ **Certificates of Good Standing:** If the Proposer is a corporation or limited liability company (LLC), it shall furnish a certificate of good standing from its state of formation, and a certificate of good standing from the State of Ohio. The corporation/LLC shall also furnish certified resolutions setting forth its authority to submit the proposal, and the authority of the officer/member signing the proposal to act on behalf of the business entity. If the applicant is or proposes to be a newly formed business entity, a financial statement shall accompany the proposal showing the amount of capital pledged or paid in by the stockholders, members or partners, together with their personal financial statements.

REVIEW AND EVALUATION OF PROPOSALS

- ❖ ***Preliminary Proposal Review:*** The review and evaluation process will be conducted in two (2) steps. The preliminary review will consist of a review to be sure the Proposal meets the minimum requirements specified in the RFP. Any missing components *may* result in the rejection of the submitted proposal. Preliminary Review Proposals in response to the RFP should include all of the requirements **beginning on page 5 of this RFP entitled, "REQUIREMENTS OF THE PROPOSAL."**
- ❖ ***Proposals that pass this initial review will move on to the final review.***
- ❖ ***Final Review:*** All valid Proposals will be reviewed and evaluated based upon the following criteria:
 - Background, experience, references, and professional capability of Proposer. Including the degree to which Proposer is financially and managerially capable of successfully fulfilling the terms of its proposal, as well as history of timely payments.
 - Quality and appropriateness of food services and/or catering menu.

- Amount and timetable for proposed capital investment, including capital construction and/or renovation of existing structures, facilities, equipment and/or facility furnishings proposed by Proposer.
- Rate and amount of financial return to Lake Metroparks.
- Degree, amount, and value of participation in cooperative park promotions, advertising, sponsorship, and educational program enhancements.
- Creativeness of proposed services regarding conference/park/special events, local, regional, and national marketing.
 - In addition, in evaluating the proposals, consideration will be given to the proposed rate of return to Lake Metroparks, and whether **funds are committed for capital investment/equipment, including facility renovation**, as well as the financial capability, experience and ability of the proposer to competently manage a public food and beverage service according to the delineated principles.
 - Lake Metroparks may, in its discretion, interview proposers and/or request a sampling/taste-testing of foods prepared by proposer(s). After submission of Proposals, and possible interviews and/or sampling/taste-testing, the Executive Director of Lake Metroparks will recommend a proposer(s) to the Board of Park Commissioners.

REJECTION AND/OR ACCEPTANCE OF PROPOSALS

Acceptance of proposals shall give rise to no liability or obligation on the part of Lake Metroparks, and Lake Metroparks reserves the right, in its sole discretion, to request other proposals in the future for these management services. In awarding the agreement pursuant to the proposals, Lake Metroparks reserves the right to consider any and all factors relating to a determination of the ability and suitability of the proposers, their respective agents or representatives. The selection process will include negotiations to maximize the operational and financial position of Lake Metroparks and the Proposer(s). Any Proposal which, in the opinion of Lake Metroparks, is incomplete, conditional, obscure or which contains irregularities of any kind, or for any other reason, may be rejected. **THE FINAL AGREEMENT ENTERED INTO BETWEEN LAKE METROPARKS AND THE SUCCESSFUL PROPOSER WILL BE THE RESULT OF NEGOTIATIONS SUBSEQUENT TO SUBMISSION OF THE PROPOSAL.**

Lake Metroparks reserves the right to reject any proposal in which the Proposer takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in the request for proposals; or submits prices that the Lake Metroparks considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority.

Lake Metroparks reserves the right to reject, in whole or in part, any proposal that Lake Metroparks

has determined, using the factors and criteria Lake Metroparks develops, would not be in the best interest of Lake Metroparks.

WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn up to the time of the due date upon written request to Jean Sullivan, Procurement Manager, via the contact method outlined within this RFP.

LAKE METROPARKS CONTRACT REQUIREMENTS

Proposers must understand that the following management service contract terms will be binding upon the successful Proposer:

Length of Agreement Period

Lake Metroparks proposes to grant a management service agreement for ten (10) years from May 1, 2023 through April 30, 2033, for the operation at the Pine Ridge Country Club Clubhouse with potential for renewal. A longer term by way of extension options may be considered if substantial capital investment is offered. Extension options can only be executed with mutual agreement by both parties. The manager shall be subject to all rules and regulations of Lake Metroparks, and the successful Proposer shall comply with such rules and regulations and with all applicable local, state and federal laws, regulations and ordinances.

Upon acceptance of a proposal and negotiation of agreement terms, an agreement shall be entered into between Lake Metroparks and the successful Proposer. Certain terms that will appear in that agreement, subject to negotiation and other revisions, are attached hereto, on Attachment 1: Management Services Agreement.

The proposed management services shall be personal to successful Proposer and shall not be assigned, sold or subcontracted without the written approval of Lake Metroparks. In addition, successful Proposer or designated full-time manager must be on the premises at the times specified.

Insurance

Successful Proposer shall be required to maintain and pay for, commercial general liability insurance, including without limitation, contractual liability coverage, products and completed operations coverage, and, if applicable, liquor liability coverage described below, insuring Successful Proposer against all claims for bodily injury (including death), property damage and personal injury arising out of use and occupancy of the premises or ways adjacent thereto by Successful Proposer or from the conduct of his/her business. Such insurance shall have a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, not less than Two Million Dollars (\$2,000,000) per occurrence for personal injury and not less than One Hundred Thousand Dollars (\$100,000) Damage to Premises Rented to You (Fire Legal).

If Successful Proposer sells alcoholic beverages on the premises, Successful Proposer shall be required to obtain, and pay for full liquor liability insurance, including coverage for alleged assault and battery, contractual liability coverage, with limits of not less than Two Million Dollars (\$2,000,000) per

occurrence. Successful Proposer shall also be required to maintain the following insurance: (i) commercial auto liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) bodily injury and property damage, (ii) Employer's Liability Insurance with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence, Two Million Dollars (\$2,000,000) bodily injury by accident, each accident, Two Million Dollars (\$2,000,000) bodily injury by disease, each employee, and Two Million Dollars (\$2,000,000) bodily injury by disease, policy aggregate and, (iii) Workers Compensation coverage as required by the State of Ohio.

All insurance policies described above shall be placed with an insurer having a policy rating of A-, X or better in the latest edition of "Best Insurance Guide and Key Ratings." Successful Proposer must provide a certificate of insurance naming Lake Metroparks Board Of Park Commissioners as an additional insured on each insurance policy, including any endorsements adding coverage for liquor liability. Lake Metroparks must receive the aforementioned certificate of insurance prior to the commencement of operations by Successful Proposer, and provided annually. Lake Metroparks must be provided a minimum of ten (10) days' notice of cancellation by Successful Proposer's insurance carrier. Other requirements regarding insurance coverage will be set forth in the contract between Successful Proposer and Lake Metroparks.

Successful Proposers Responsibilities

The selected Successful Proposer shall pay all license fees, sales taxes, and special assessments applicable to or resulting from the services on the premises used by Successful Proposer. Successful Proposer shall furnish to Lake Metroparks prior to the commencement of operations by Successful Proposer an indemnity bond or letter of credit with respect to its first year of the agreement in the amount of the proposed return to Lake Metroparks as management service fees and capital purchases/building improvements for that year, said letter of credit or bond guaranteeing the faithful performance of all such conditions for such period, and Successful Proposer shall furnish to Lake Metroparks prior to the commencement of each subsequent year of the agreement a letter of credit or an indemnity bond with respect to such year of the agreement in the amount of the proposed return to Lake Metroparks as management service fees and capital purchases/building improvements for that year, said letter or credit or bond guaranteeing the faithful performance of all such conditions for such period.

MISCELLANEOUS ITEMS

Charge Card Sales

Food, beverage, and catered sales must be able to be accommodated with charge cards.

Website or Web Pages

Successful Proposer is required to maintain a website or web pages that contains up- to-date rental information, including pricing, room layouts, photographs, etc., in order to address customer inquiries.

Inspections

Successful Proposer will be subject to random, unannounced inspections by Lake Metroparks to ensure compliance with terms of contract.

Document I

PROPOSAL APPLICATION

The management service agreement shall be for a term of ____ years, commencing May 1, 2023 and ending April 30, 20___. If selected as Proposer, I shall enter into negotiations for a management services agreement with Lake Metroparks embodying the general terms set forth in the RFP, this Proposal Form and other terms as may be requested by Lake Metroparks. I also agree to provide a deposit in the amount of one month's rent to guarantee performance of the terms and provisions of said agreement for the immediate upcoming year of the term thereof.

This offer is made on behalf of myself and no others, competitive basis without collusion, and no other person, firm or corporation has any interest directly or indirectly, in this offer. The undersigned certifies that no Lake Metroparks official has any special direct or indirect financial interest in this offer or the management services granted to the undersigned by Lake Metroparks, or any of the profits resulting therefrom, and that no promises have been made or inducements given by or on behalf of the undersigned to any Lake Metroparks official in connection with the granting of this management services, other than as set forth herein.

The undersigned hereby certifies that it has reviewed RFP #2021-029 issued by Lake Metroparks, and all documents attached thereto, has fully inspected the proposed management services premises and has had all opportunities necessary to request further information of Lake Metroparks.

The undersigned agrees to execute the proposed agreement and to furnish one month's rent as deposit for the life of the contract within twenty (20) days after Notice of the Award of Contract has been received and prior to the commencement of operations by the undersigned. Also, please find the attached documents to support my offer to provide the services of the management services:

1. Statement of Proposer's Qualifications - Document I
2. Condensed Net Worth Statement - Document II
3. Proposed Sale/Rental Items and Prices - Document III
4. Statement of Anticipated Cash Flow - Document IV
5. Proposer's Affidavit - Personal Property Tax Certificate - Document V
6. Other Statements, Including Business/Personal References - Document VI

Firm _____

Date _____

Name _____ Title _____

Address _____

Zip Code _____

Email _____

Phone _____

Fax _____

LAKE METROPARKS PROPOSAL FORM**PRCC Banquet Conference Facility Catering RFP #2021-029**

Prior Contract Annual Rent Amount for Reference: <i>Contract included an annual 2% increase</i>	
2021-2022	\$148,866.36
2022-2023	\$151,843.69

The undersigned hereby makes an offer to provide management services:

Guaranteed Annual Remittance Offered	Remittance Schedule
	2023-2024
	2024-2025
	2025-2026
	2026-2027
	2027-2028
	2028-2029
	2029-2030
	2030-2031
	2031-2032
	2032-2033
	2033-2034

TOTAL CAPITAL INVESTMENT PROPOSED AT PINE RIDGE COUNTRY CLUB

\$ _____

Itemize Proposed Expenditures

1. _____
_____ (Year of Investment)

2. _____
_____ (Year of Investment)

3. _____
_____ (Year of Investment)

Use Additional Pages If Necessary.

STATEMENT OF PROPOSER'S QUALIFICATIONS
(Must be submitted with proposal. Failure to comply can result in rejection of proposal.)

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The proposer may submit any additional information he desires.

1. Name of proposer. _____
2. Permanent main office address. _____
3. When organized. _____
4. If a corporation, where incorporated. _____
5. How many years you have been engaged in business? _____
6. General scope of work or products supplied. _____
7. Have you ever failed to complete any work awarded to you? _____
If so, where and why? _____
8. Have you ever defaulted on a contract? _____
9. Credit available: \$ _____
Give bank reference: _____ Address: _____ Phone: () _____
10. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by Lake Metroparks? _____
11. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Lake Metroparks in verification of the recitals comprising this Statement of Proposer's Qualifications.

Dated at _____ this _____ day of _____, 2021.

Federal Tax I.D. # _____

By _____

Title _____

State of _____)
) SS.

County of _____

_____ being duly sworn deposes and says that he/she is _____
 _____ of _____
 (Title) (Name of Organization)

_____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public

My commission expires _____, 20__.

CONDENSED NET WORTH STATEMENT

**Document
IV**

Date _____

ASSETS:

Cash	\$ _____
Stocks and Bonds	\$ _____
Notes Receivable	\$ _____
Accounts Receivable	\$ _____
Accrued Interest	\$ _____
Real Estate	\$ _____
Inventory	\$ _____
Equipment (Depreciated Value)	\$ _____
Furniture and Fixtures	\$ _____
Other Assets	\$ _____
TOTAL ASSETS	\$ _____

LIABILITIES:

Notes Payable	\$ _____
Accounts Payable	\$ _____
Mortgages Payable	\$ _____
Other Liabilities	\$ _____
TOTAL LIABILITIES	\$ _____

EQUITY:

Reserves	\$ _____
Capital Stock (if applicable)	\$ _____
Surplus (net worth) earned	\$ _____
unearned	\$ _____
TOTAL EQUITY	\$ _____

TOTAL LIABILITIES AND EQUITY \$ _____

DATED AT _____ . THIS ____ DAY OF _____ , 20 ____

(Name of Organization) _____

BY: _____
(name)

(title)

PROPOSED SALE/RENTAL ITEMS AND PRICES**I. MENU ITEMS AND PRICES:****Description****Quantity/Size****Price****II. SERVICES PROPOSED/FEE:**

STATEMENT OF ANTICIPATED CASH FLOW

LAKE METROPARKS

PROPOSER'S AFFIDAVIT PERSONAL PROPERTY TAX CERTIFICATE

RE: LAKE METROPARKS

RFP #2021-029

Personal Property Tax

Certificate Required by Ohio

Revised Code Section

5719.042

Lake Metroparks
11211 Spear Rd.
Concord Twp. Ohio
44077

Dear Sir:

Company Name

President

(A) The above hereby certifies that the party to whom agreement award is being considered **was not** charged with any delinquent personal property tax on the general tax list of personal property for any county in the state of Ohio at the time the proposal was submitted for the above referenced agreement.

OR

Company Name

President

(B) The above hereby certifies that the party to whom agreement award is being considered **has been** charged with a delinquency regarding personal property tax on the general tax list of personal property for any county in the state of Ohio at the time of bid opening for the above referenced contract. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest therein, is \$ _____. It is understood that the treasurer is required to transmit this statement to the county treasurer.

It is understood that, by law, this statement is to be signed by the party whose proposal has been tentatively accepted, and must be affirmed under oath. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the treasurer to the county treasurer within 30 days of the date it is submitted. The statement must be incorporated into the agreement being awarded before any payment can be thereafter.

_____ SWORN TO before me and subscribed in my presence this
____ day of _____ 20 _____.

Notary Public

Note: This affidavit is to be reproduced on the bidder's letterhead, signed by the appropriate signatory, and notarized.

**OTHER STATEMENTS, INCLUDING
BUSINESS/PERSONAL REFERENCES**

OHIO DEPARTMENT OF TAXATION TBOR 1 FORM

Please use the below link to access the fillable PDF of the TBOR 1 form. Complete and return with your RFP:

[tbor1-fi.pdf \(ohio.gov\)](#)

**LAKE METROPARKS
PINE RIDGE COUNTRY CLUB
FOOD CONCESSION SAMPLE AGREEMENT**

This Agreement made as of this _____ day of _____, _____ by and between the Board of Park Commissioners, Lake Metroparks, 11211 Spear Road, Painesville, OH 44077, hereinafter called “Grantor,” and _____ 30605 Ridge Road, Wickliffe, OH 44092, hereinafter called “Concessionaire.”

RECITALS

Grantor owns and operates the Pine Ridge Country Club in the Lake Metroparks District, and Grantor desires to grant a food and beverage concession on such property. Concessionaire desires to secure such exclusive concession rights on the property. In consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1: PURPOSE OF CONCESSION

The purpose of the concession is to provide the general public with high quality goods and services at reasonable prices and to promote the use of Grantor’s facilities through the operation of a food and beverage concession. The goods and services to be provided by Concessionaire include all goods and services set forth in Concessionaire’s proposal RFP 2021-029 and accepted by Grantor’s resolution dated _____ hereinafter referred to as the “Proposal” and this Agreement, the provisions of this Agreement shall control.

SECTION 2: GRANT AND DESCRIPTION OF PREMISES

Grantor grants to Concessionaire and Concessionaire accepts from Grantor, on the terms and conditions hereinafter set forth, the privilege of maintaining a food and beverage concession, hereinafter called the “Concession,” in the premises known as Pine Ridge Country Club, 30601 Ridge Road, Wickliffe, Ohio hereinafter called “Pine Ridge” including without limitation the kitchen, the locations known as Grille Room/Catering/Ball Room, Outside Catering, and the entire building, patio outside north lawn area, and use of the parking areas. This agreement specifically excludes the golf course, pro shop, and maintenance building.

SECTION 3: USE OF PREMISES, CATERED EVENTS; BOOKINGS

The Concession premises shall be used to conduct a food and beverage concession and to cater parties, banquets, meetings, and receptions upon the terms and conditions set forth herein. Concessionaire shall not use or permit the Concession Premises to be used for any other purpose without obtaining the prior written consent of Grantor, except as specifically set forth in this Agreement to this contrary. Concessionaire will be responsible for showing the facilities to prospective event patrons and handling “booking” reservations for Pine Ridge.

SECTION 4: OPERATION OF CONCESSION

Concessionaire shall at all times provide sufficient labor, supervision, supplies and equipment (except as provided in Section 10) and shall exercise such modern business practices as to ensure the proper and efficient operation of the Concession.

In the operation and conduct of its business and activities under this Agreement, Concessionaire shall not in any manner hinder or interfere with the general operation of the public golf course, nor with the public’s use or enjoyment thereof.

SECTION 5: QUALITY OF SERVICE

All items sold by Concessionaire shall be of first class quality, and the services provided by Concessionaire shall be rendered courteously and efficiently. Grantor reserves the right to prohibit the sale of any item that it deems objectionable, and Grantor shall have the right to order the improvement of the quality of either the merchandise or the services rendered. Grantor acknowledges the time of signing of this Agreement that all items presently provided are deemed non-objectionable.

SECTION 6: TERM

The term of this Agreement shall commence on _____ and end on _____. In addition, Concessionaire, by mutual agreement from Grantor, shall have an option to extend this Agreement for three (3) successive periods of five (5) years on the same terms and conditions as contained in this Agreement, except the rent shall increase ____ % per annum per year of each additional term. To exercise this option to renew, Concessionaire must notify Grantor in writing on or before Twenty-four (24) months prior to the expiration of the said term, that it elects to exercise the option, in which event this lease shall be automatically renewed for the additional period. This option shall be void, however, if Concessionaire is in default under any of the terms of this lease.

If any one or more of such options is exercised, the advance rent or security referred to in this Agreement shall remain with Grantor and be held as security for the renewal period or periods.

SECTION 7: HOLDOVER

If Concessionaire holds over after the expiration of the term of this Agreement with the express or implied consent of Grantor, such holding over shall be deemed to be a month-to-month tenancy at the highest monthly concession fee accrued to date and shall be otherwise subject to the terms of this Agreement, unless otherwise agreed by the parties.

SECTION 8: CONCESSION FEE

For the use of the Concession Premises, Concessionaire shall pay to Grantor during the term of this Agreement the sum of _____ and shall be payable as follows:

Year 1	Amount to be Negotiated
Year 2	“ “
Year 3	“ “
Year 4	“ “
Year 5	“ “
Year 6	“ “
Year 7	“ “
Year 8	“ “
Year 9	“ “
Year 10	“ “

Such payments shall be paid to Grantor by the date indicated, and payments shall be made to the order of Lake Metroparks and mailed to 11211 Spear Road, Painesville, Ohio 44077. Each payment is due by the first day of each and every month beginning _____ allowing Concessionaire a five (5) day grace period. Payments not received on or before the 6th day of each month will be assessed a ten percent (10%) per month penalty fee.

Capital Investment as negotiated per lease. The Concessionaire shall provide a copy of the invoice, canceled check and or finance agreement indicating the monthly payment for any and all capital improvements made by the Concessionaire.

Upon the execution of this Agreement, a security deposit in the sum equal to one-month rent shall be paid by Concessionaire to Grantor. Grantor will deposit the security deposit in a trust account. The security deposit is to be returned to Concessionaire when this lease is terminated, according to the terms of this lease less any damages caused by Concessionaire, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by Grantor by reason of any breach of the terms and conditions of this lease by Concessionaire.

SECTION 9: ACCOUNTING AND RECORDS

- A. Monthly Accounting – Concessionaire shall pay the sales taxes due and owing to the Treasurer of the State of Ohio as required by law. Concessionaire further agrees on demand to produce and exhibit to Grantor receipts showing such payments.
- B. Tax Records – Grantor reserves the right to require Concessionaire to furnish Grantor a certified copy of Concessionaire's federal income tax return for the preceding calendar year insofar as it relates to the subject matter of this Agreement. Concessionaire shall provide to Grantor proof from a certified public accountant that all federal, state, local, worker compensation and social security taxes have been paid.
- C. Records After Termination – Concessionaire shall keep in a safe place within Lake County for three years after the termination of this Agreement all reports, books, and records relating to the operation of this concession. Grantor reserves the right to examine such reports, books, and records at any time during the three year period following termination of this Agreement.

SECTION 10: EQUIPMENT PROVIDED BY GRANTOR

Grantor shall furnish Concessionaire with the items of equipment listed in Appendix A. Other equipment deemed necessary of Grantor but not enumerated in the above list shall be furnished by Concessionaire. ALL EQUIPMENT IS PROVIDED 'AS-IS' and Grantor makes no warranty as to the merchantability, fitness for a particular purpose, condition, or repair of the equipment.

SECTION 11: EQUIPMENT REQUIRED OF CONCESSIONAIRE

Concessionaire shall furnish and install ready for use, at its expense or as the result of a rental agreement that it negotiates on his/her own behalf, all equipment that is necessary to operate the Concession other than that identified in Section 10 as being furnished by Grantor.

All equipment provided by concessionaire shall be new or quality used and operating at least in satisfaction of all applicable health department standards and codes. Concessionaire is to assume responsibility for, and the costs of installation of, all equipment supplied by Concessionaire, including without limitation the costs associated with supplying electrical and/or plumbing services to permit utility hook-ups at the site of the equipment.

All equipment that is provided by Concessionaire, except any equipment provided by Concessionaire as a replacement for equipment provided by Grantor pursuant to Section 12 shall remain the property of Concessionaire and may be removed by Concessionaire upon the termination of this Agreement. If such equipment is not removed within thirty (30) days after termination of this Agreement, it shall become the property of Grantor. All replacement equipment is and remains the property of Grantor upon the termination of this Agreement.

SECTION 12: MAINTENANCE AND REPLACEMENT OF EQUIPMENT

Concessionaire shall maintain and repair all equipment, including equipment supplied by Grantor to the extent reflected in Appendix A in good working condition at all times, at its own expense. Without limiting the generality of the foregoing, Concessionaire, as a matter of routine maintenance, shall clean and remove grease from grease traps, as necessary. Except as otherwise set forth in Appendix A, Concessionaire shall replace at their expense any equipment supplied by Grantor that becomes missing, damaged beyond repair, too unsanitary, or otherwise unfit for use reasonable wear and tear expected. Concessionaire shall replace at their own expense all equipment that Concessionaire is required to provide under Section 11 of this Agreement if it becomes missing, damaged beyond repair, too unsanitary, or otherwise unfit for use. All equipment replacements purchased by Concessionaire become the property of Concessionaire at the end of the lease agreement. Concessionaire is responsible for maintenance and repair of patio awning which will include yearly takedown in November, winter storage (Nov-May), and reinstall in May.

SECTION 13: PROPERTY AT CONCESSIONAIRE'S RISK

The equipment, supplies, effects and other property of every kind, nature and description belonging to Concessionaire, which may be on or in the Concession premises during the term of this Agreement or at any other time, shall be at the sole risk and hazard of Concessionaire. If the whole or any part thereof shall be destroyed or damaged by fire, water, theft, vandalism, riot, forced entry, or any other cause, no part of said loss or damage is to be charged or borne by Grantor, and Concessionaire hereby agrees to forever hold Grantor harmless from and to indemnify Grantor against all loss, cost, debt, claim damage, judgement, and/or expense suffered and incurred by Grantor in connection with any such loss, except to the extent that any such loss shall result from the negligent or willful misconduct of any employee of Grantor.

Concessionaire shall be solely liable and responsible for all cash and merchandise losses resulting from spoilage accident, theft, dishonesty, vandalism, or any other cause, except to the extent that any such loss shall result from the negligence or willful misconduct of any employee of Grantor.

SECTION 14: HOURS OF OPERATION

Concessionaire shall operate the facility during hours which are in accordance with the federal, state, local and city ordinances, and as directed by the Ohio Department of Liquor Control guidelines.

SECTION 15: SECURITY

Grantor shall maintain and pay for the fire alarm lines presently installed at the Concession Premises without warranting the use and/or fitness. However, Concessionaire agrees to be responsible for who from their corporation will respond to an emergency call. Concessionaire will also be responsible for the maintenance of the alarm system.

For events at Pine Ridge when alcohol is served to guests, it is required to hire an off-duty Lake Metroparks Ranger to provide site security for the duration of the event. The hourly rate for the off-duty Lake Metroparks Ranger is to be negotiated by the Grantor and the Concessionaire and paid directly to the off-duty Lake Metroparks Ranger. Should a Lake Metroparks Ranger not be available, the Concessionaire is required to contact Wickliffe Police Department to provide security for the event.

SECTION 16: EMPLOYEES OF CONCESSIONAIRE

- A. Quality of Employees - Concessionaire shall only employ persons of good moral character, and concessionaire shall not hire or retain any employee that is unfit for such employment or otherwise objectionable.
- B. Dress, Conduct and Hygiene of Employees - All employees of Concessionaire shall be neatly dressed at all times, and those employees who come into direct contact with the public shall wear a uniform distinguishable from those worn by Lake Metroparks employees.

All employees of Concessionaire shall conduct themselves courteously in their relations with the public. When on duty, employees shall direct their full attention to the operation of the Concession. No employee shall engage in inappropriate conduct during working hours, including, but not limited to, horseplay, card playing, conversations that are loud, inappropriate, or of an excessive duration, or any other activity which would tend to cause discredit to Grantor. Employees must fully obey all Rules and Regulations of Grantor.

All employees of Concessionaire shall be clean and shall wash prior to commencing work and after any clean-up activity. Any employee with long hair shall wear a hair net.

- C. Wages and Salaries – Concessionaire shall strictly abide by the Fair Labor Standards Act, minimum wage laws, child labor laws, and Department of Liquor Control wage laws.
- D. Immigration Reform and Control Act – Concessionaire shall not employ illegal alien workers or otherwise violate the provisions of the federal immigration Reform and Control Act of 1986 during the duration of this Agreement.
- E. Designated Employees – Grantor designates the Executive Director of Lake Metroparks as the representative of Grantor for all matters relating to operations of the Concession.

SECTION 17: UTILITIES

Concessionaire shall be responsible for all electric and gas charges based on meter readings from premise electric and gas meters. With the understanding that each party will be responsible for their own electric and gas used. Concessionaire is responsible for securing their own telephone/ cell phone service.

Concessionaire shall pay for water and sewer services for the Concession Premises, and general maintenance as delineated in Section 19 and 20.

SECTION 18: CONDITION OF PREMISES AND EQUIPMENT

Taking possession of the Concession Premises by Concessionaire shall constitute acknowledgment that such premises and all equipment supplied by Grantor are “AS IS”. Concessionaire shall accept the Concession Premises and all equipment supplied by Grantor in their presently existing condition, and Grantor shall not be required to make any alterations thereto. Grantor agrees that the Concession Premises are in accordance with all city codes and ordinances.

SECTION 19: REPAIR AND MAINTENANCE OF PREMISES

Except as reflected on Appendix A or provided in Section 20, Concessionaire shall maintain the Concession Premises in good order and repair at its own expense during the entire term of this Agreement, including without limitation interior light fixtures and drapes, faucets, toilets, valves, kitchen equipment, performing “housekeeping”, carpet cleaning, routine and preventative maintenance of sewage (grease trap), electrical, plumbing, according to good business practices. Grantor will conduct HVAC preventative maintenance annually. Concessionaire shall complete maintenance and repairs as outlined in this Section 19 timely to mitigate any damage neglect may cause.

SECTION 20: STRUCTURAL MAINTENANCE

Structural capital maintenance, whether interior or exterior, to include electrical/plumbing/HVAC systems and exterior elements, including without limitation roofing, gutters, masonry, siding, shutters, windows, doors, walks, and landscaping, snow removal in the parking lot, to the Concession Premises shall be done by Grantor as needed to accommodate events reflected on the master calendar. Adequate notice of events on the master calendar shall be provided to Grantor. Concessionaire must inform Grantor of any maintenance required as outlined in this Section 20 timely.

SECTION 21: APPROVAL FOR ALTERNATIONS REQUIRED: CAPITAL IMPROVEMENTS

Except as hereinafter set forth in this Section 21, no alterations, additions, or modifications, besides normal cosmetic improvements shall be made on or to the Concession Premises by Concessionaire without obtaining the prior written consent of the Executive Director. If alterations, additions, or modifications are made, including, without limitation the alternations, additional, and modifications hereinafter set forth in this section, they shall be made at the sole expense of Concessionaire, who shall agree to hold Grantor harmless, therefore.

SECTION 22: IMPROVEMENTS AS PROPERTY OF GRANTOR

All alterations and additions made to the Concession Premises shall remain on the Concession Premises and become the property of Grantor upon installation, free and clear of any encumbrances.

SECTION 23: PREMISES TO BE KEPT CLEAN

Concessionaire shall keep the Concession Premises in a clean and sanitary condition at all times. Concessionaire shall store all trash in containers provided for that purpose and shall follow all procedures for trash removal as requested by Grantor. The Concessionaire shall maintain its own trash removal contract, separate from the Grantors. As a result, Grantor shall be responsible for the cost associated with its own trash and recycling removal.

SECTION 24: USE OF RECYCLABLE PRODUCTS

Concessionaire shall use products made of recyclable biodegradable materials, i.e., paper plates, cups, reusable silverware, etc. or washable china. Styrofoam cups, plastic, etc. will not be acceptable, but reusable plastic sip cups will be permitted to be used or sold. Waivers to this section must be sought through Executive Director approval.

SECTION 25: DAMAGE TO GRANOR'S PREMISES OR EQUIPMENT

Concessionaire shall be liable to Grantor for any damage to the Concession Premises, to Grantor's equipment, or to Grantor's property caused by Concessionaire's misuse of or wrongful failure to protect the same. Concessionaire shall be solely liable and responsible for all cash and product losses resulting from spoilage, accident, theft, dishonesty, vandalism, or any other cause.

SECTION 26: RIGHT OF ACCESS

Concessionaire shall have access to the Concession Premises for such purposes and at such times as are necessary for the operation of the concession. Grantor shall have access to the Concession Premises, and to each part thereof, at all reasonable times for the purpose of inspecting and making repairs to the same. A formal annual

inspection will take place annually during the first quarter of every year, where a representative from the Grantor and the Concessionaire will both be present.

SECTION 27: SIGNS; ADVERTISING

Concessionaire shall not erect any sign for advertising or any other purpose on the Concession Premises or in the vicinity thereof without obtaining the advance written consent of the Executive Director. Any sign which is approved by Grantor must be kept in good repair and conditions by Concessionaire. Grantor agrees to provide and install an appropriate sign naming the food service operation.

A sign may be erected on the Concession Premises by Lake Metroparks stating that selected Concessionaire is a licensed concessionaire of the Lake Metroparks, and any questions or comments may be directed to the Executive Director, Lake Metroparks, 11211 Spear Road, Painesville, OH 44077, (440) 639-7275

Concessionaire shall not distribute any promotional material that is not of first-class quality. Grantor reserves the right to prohibit the advertising of any item that is objectionable.

SECTION 28: LICENSES AND PERMITS

Concessionaire shall obtain and pay for all permits and/or licenses that may be required for the operation of the Concession.

SECTION 29: COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS, AND RULES AND REGULATIONS OF PARK DISTRICT

In operating the Concession, Concessionaire shall comply with applicable federal, state, and local laws, and all rules and regulations adopted by Grantor.

SECTION 30: PAYMENT OF BILLS

Concessionaire shall promptly pay all debts incurred by it for the purchase of goods or services used by it in the operation of the Concession.

SECTION 31: TAXES

If any real estate taxes or assessments which become due and owing under the terms of this Agreement are not paid by the Concessionaire, Grantor shall be permitted to withdraw such sums from the escrow account to pay the taxes and assessments with written notice to the Concessionaire.

SECTION 32: INSURANCE

A. Liability Insurance

Throughout the term of this Agreement, Concessionaire shall maintain and pay for insurance which shall insure Concessionaire, Grantor, and Grantor's officers, employees, agents, and volunteers against all claims for personal injury, death, or property damage occasioned by reason of the operations conducted by Concessionaire on the Concession Premise, or ways adjacent thereto, or elsewhere, including and covering, but not limited to, products, liability and/or any and all claims arising out of

the consumption of any food or beverage sold or otherwise provided by Concessionaire, to the extent as follows:

GENERAL LIABILITY AGGREGATE: \$4,000,000.00
PRODUCTS/COMPLETED OPERATIONS AGGREGATE: \$4,000,000.00
PERSONAL AND ADVERTISING INJURY: \$2,000,000.00
ANY ONE OCCURRENCE: \$2,000,000.00
FIRE LEGAL LIABILITY: \$100,000.00 LIMIT
MEDICAL PAYMENTS (ANY ONE PERSON \$10,000.00)
AUTOMOBILE LIABILITY LIMIT: \$500,000.00
CONTENTS: \$200,000.00

B. Cross-Liability Endorsement

If the above insurance policies provide insurance for Concessionaire or anyone other than Grantor, then such policy shall also contain a standard cross-liability endorsement.

C. Selection of Insurance Company

The above liability and fire insurance policies shall be placed with an insurance company or companies listed in the latest edition of "Best's Insurance Guide and Key Rates" with a policy rating of at least "A" and a financial rating of Class X.

D. Copies of policies to be delivered to Grantor

Certified copies of the above-described insurance policies and all certificates thereof shall be furnished to Grantor effective as of the date of this Agreement. Certificates of liability insurance shall be provided on an annual basis for the life of the contract and any executed extension years.

E. Additional Insured

Lake Metroparks Board of Park Commissioners shall be named as an additional insured on all insurance policies outlined herein.

F. Contents of Insurance Policies

The above insurance policies shall contain clauses substantially in the following words:

- (1) "Notwithstanding any other provision in this policy, the insurance afforded hereunder to the Board of Park Commissioners, Lake Metroparks shall be primary as to any other insurance or reinsurance covering the Board of Park Commissioners of Lake Metroparks, and such other insurance or reinsurance shall not be required to contribute to any liability until the appropriate limit of liability afforded hereunder is exhausted."
- (2) "This policy may not be canceled or materially changed until thirty (30) days after receipt by the Board of Park Commissioners, Lake Metroparks of written notice of such cancellation or change in coverage as evidenced by receipt of a certified letter."

Failure to comply with any aspect of this section shall be grounds for immediate termination of this Agreement.

SECTION 33: IDEMNIFICATION

Concessionaire shall indemnify, hold harmless, and if requested, defend Grantor and Grantor's officers, employees, volunteers, and agents from and against any and all liability for injuries to or deaths of persons or damage to property arising from activities under this Agreement, or by reason of Concessionaire's failure or neglect in complying with any of the conditions or obligations of this Agreement including loss caused by the active or passive negligence of Concessionaire.

Concessionaire shall give Grantor prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the interests of Grantor, and Grantor shall have the right to participate in the defense of such claim to the extent of Grantor's interest. If Grantor needs to obtain outside counsel that is not covered by their insurance, Grantor shall be reimbursed by Concessionaire for all legal fees incurred in connection with any such claim. Grantor shall be entitled to the counsel of its choice in the defense of any such claim.

SECTION 34: WORKERS COMPENSATION

Concessionaire shall at all times during the term of this Agreement subscribe to and comply with the Workers Compensation laws of the State of Ohio and pay such premiums as may be required thereunder and to indemnify and hold Grantor harmless from any and all liability arising from or under said laws. Certificates evidencing such payments shall be submitted to Grantor upon the effective date of this Agreement and at such other times as Grantor may request.

SECTION 35: SOCIAL SECURITY LAWS

Concessionaire shall be and remain an independent contractor with respect to all services performed under this Agreement and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance, or old age retirement benefits, pension, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Concessionaire for work performed under the terms of this Agreement. Concessionaire agrees to obey all rules and regulations and to meet all requirements which are now or hereafter issued or promulgated under said laws by and duly authorized state or federal officials. Concessionaires also agrees to indemnify and hold Grantor harmless from any contributions or taxes or liability thereof.

Notwithstanding any other provisions in this Agreement, if, as a result of determination by the Ohio Bureau of Employment Services or any other governmental agent, Grantor becomes liable for the payment of any unemployment benefits to our unemployment contributions for any individual hired or employed by Concessionaire. Concessionaire shall hold Grantor harmless and reimburse Grantor for any such payment.

SECTION 36: TERMINATION OF GRANTOR

Grantor may elect to terminate this lease if Concessionaire does not meet any of the terms or conditions of this Agreement, including without limitation cash contributions or capital building improvements described in Section 21, Grantor shall give Concessionaire a written notice specifying the particulars of the unsatisfactory performance or default. If Concessionaire fails or refuses to remedy such unsatisfactory performance or default with ten (10) days after receipt by him of such notice, Grantor may terminate this Agreement.

If Concessionaire's violation of any of the terms or conditions of this Agreement creates a serious and urgent threat to the public safety or welfare or to Grantor's property, Grantor may terminate this Agreement immediately and without prior notice to Concessionaire.

In the event of termination of this Agreement in whole or in part by reason of the violation of any of the terms or conditions of this Agreement by Concessionaire, then the amount deposited as security shall be retained by Grantor as fixed, liquidated, and agreed damages.

Upon such termination, Concessionaire shall immediately provide booking lists and forfeit any deposits for upcoming events to Grantor.

SECTION 37: SELF-CORRECTION BY GRANTOR

In addition to the right to terminate the Agreement as provided in this Section 37, Grantor shall have the right to enter upon the Concession Premises and correct any default, including but not limited to, Concessionaire's duty to repair and maintain the Concession Premises as provided in Section 19, and the performance of Concessionaire's obligations with respect to cash contribution or capital building improvements described in Section 21. Before proceeding to correct the default, Grantor shall provide concessionaire notice of the default. If Concessionaire fails or refuses to correct the default within ten (10) days after receiving notice of such default, Grantor may proceed to correct the default. If Grantor exercises this right, Grantor shall be entitled to charge Concessionaire the costs and expenses incurred by Grantor in remedying the default, and Concessionaire shall upon demand, pay such charges to Grantor within ten (10) days.

SECTION 38: TERMINATION BY CONCESSIONAIRE

Except as provided in Section 50, Concessionaire may not terminate this Agreement without the prior written approval of Grantor. If concessionaire attempts to terminate this Agreement without the consent of Grantor, or otherwise refuses to perform this Agreement, Concessionaire shall forfeit the funds in escrow (one month's rent) and any capital improvements which it has made to the Concession Premises and shall be liable for damages suffered by Grantor, including but not limited to, any and all loss of concession fees for the remaining term of this agreement.

SECTION 39: CONCESSION PREMISES ON TERMINATION

Upon the termination of this Agreement, Grantor shall have full authority to re-enter and to take full possession of the Concession Premises without hindrance or demand, and without the necessity of obtaining any legal process. Concessionaire stipulates that Grantor shall not be liable to Concessionaire for damages for resuming possession of the Concession Premise.

Upon termination, Concessionaire shall surrender the Concession Premises to Grantor in as good condition as when Concessionaire took possession, ordinary wear and tear expected.

SECTION 40: ASSIGNMENT PROHIBITED

The Concession granted by this Agreement is personal to Concessionaire and shall not be assigned, sold, pledged as security, subcontracted, transferred, or encumbered in any other manner to any individual or corporation without prior written approval of Grantor. If Concessionaire is a corporation, any transfer of the majority interest of the stock thereof shall constitute grounds for termination of the Concession Agreement at the

sole and exclusive discretion of Grantor. Concessionaire must promptly notify Grantor of the circumstances in the event such transfer of corporate ownership takes place.

SECTION 41: BANKRUPTCY

Any of the following acts or events shall constitute a breach of this Agreement by Concessionaire: (a) the filing by Concessionaire of a voluntary petition in bankruptcy or the making of an assignment for the benefit of creditors, or (b) a consenting by Concessionaire of a receiver or trustee of all or part of its property, or (c) the filing by Concessionaire of a petition or answer seeking reorganization under the National Bankruptcy Act or any other applicable law, or (d) the filing by Concessionaire of a petition to take advantage of any insolvency act. On the occurrence of any such event, Grantor may terminate this Agreement by giving Concessionaire five days written notice of termination.

SECTION 42: NONDISCRIMINATION IN EMPLOYMENT OR SERVICE

Concessionaire shall not discriminate against any employee or applicant for employment because of age, sex, class, race, religion, gender, ethnicity, color, national origin, genetics, mental and physical ability, sexual orientation, gender identity or expression, protected veteran status, or any other characteristic protected by federal, state, or local laws. Concessionaire shall be an Equal Opportunity Employer, shall adopt and implement the Affirmative Action Policy of Grantor, which is attached to this Agreement as Appendix B, and shall comply with all applicable provisions of federal and state law regarding equal employment opportunity.

Concessionaire and its employees shall not discriminate against any person because of race, religion, color, creed, sex, or national origin by refusing to furnish such person any product, service, or privilege offered to be enjoyed by the general public. Neither Concessionaire nor its employees shall publicize the merchandise or services to be provided under this Agreement in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, creed, sex, age, or national origin.

SECTION 43: WAIVER OF BREACH

The waiver by Grantor of any breach of any term contained in this Agreement, or the granting of any extension of time to Concessionaire for the performance of any obligation, shall not be deemed to be a waiver of such term or time deadline on any subsequent occasion. Grantor's acceptance of a concession fee payment after a breach has occurred shall not be deemed to be a waiver of any term or time deadline contained in this Agreement regardless of Grantor's knowledge of such prior existing breach at the time of acceptance of such concession fee payment.

SECTION 44: LIQUOR LICENSE MANAGEMENT AGREEMENT

The parties hereby acknowledge that they have entered into a Liquor License Management Agreement dated _____ The parties hereby incorporate said Management Agreement as if fully rewritten herein, and its terms, rights, and conditions shall be merged with this Concession Agreement.

SECTION 45: TIME OF ESSENCE

Time is of the essence of this Agreement.

SECTION 46: EACH PROVISION MATERIAL CONDITION

Each term of this Agreement is material and breach by Concessionaire of any one of the terms herein

contained shall be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by Grantor.

SECTION 47: FORCE MAJEURE

Any prevention, delay, or stoppage due to acts of God, inability to obtain material or supplies, unforeseen governmental restrictions, controls, or regulations, enemy or hostile governmental action, civil commotion, fire, or any other causes determined by Grantor to be beyond the reasonable control of Concessionaire, shall not be deemed to be a breach of this Agreement. Concessionaire shall have a reasonable time after cessation of any of the above-mentioned causes to render performance.

SECTION 48: DAMAGE TO OR DESTRUCTION OF CONCESSION PREMISES

If at any time during the term of this Agreement the Concession Premises are damaged or destroyed by fire, act of nature, or other cause beyond the control or fault of Concessionaire, to the extent that continued use of the Concession Premises is unfeasible, Concessionaire may terminate this Agreement by doing the following: (1) paying to Grantor all accrued concession fees and all other obligations owed to Grantor, and (2) sending written notice to the Executive Director delivered within five (5) days after the damage or destruction has occurred stating concessionaire's desire to terminate the Agreement.

If Concessionaire does not elect to terminate this Agreement and Grantor determines to restore the Concession Premises to operative condition (such determination) being within the sole and exclusive discretion of Grantor), Concessionaire may resume operations for the balance of this Agreement when the Concession Premises have been so restored. Grantor shall not be responsible for any profits lost by Concession Premises except to the extent that any such loss shall result from the negligent or willful misconduct of any employee of Grantor.

SECTION 49: CONSTRUCTION

Grantor shall make improvements to the Concession Premises in similar conformity to the plans and specification shown to the Concessionaire, marked as Exhibit "A". Said additions, alterations, and improvements to the Concession Premises, and all appurtenant fixtures and equipment thereon installed, shall be deemed to be attached to the Concession Premises and become part of the Concession Premises to the same extent as if such building and its additions, alterations, improvements, fixtures, and equipment had been erected and installed on the premises prior to the execution of this Agreement, and the terms, conditions, and covenants of this Agreement shall then apply to such building, alterations, additions, improvements, fixtures, and equipment installed as if the same were on the premises at the time of the execution of this Agreement, and such building, additions, alterations, improvements, fixtures, and equipment shall, at the end or termination of the Agreement term, be surrendered to Grantor.

All the expenses of the erection, equipping, repairing, improving, and altering of the Concession Premises by Grantor shall be paid by Grantor.

Grantor hereby expressly assumes full responsibility for all damages and injury that may result to any person or persons or to adjoining property by reason of the excavation for, and the erection, construction, and maintenance of any building, construction of which is permitted under this Agreement, and shall indemnify Concessionaire against any claim arising therefrom.

Grantor agrees to consult with Concessionaire as to the time and manner of the construction so as not to impede on the business of Concessionaire. The construction shall commence as rapidly as practicable.

SECTION 50: LAWS OF OHIO CONTROL

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Ohio.

SECTION 51: INTEGRATED AGREEMENT

This instrument contains all of the agreements and conditions made between the parties and may not be modified orally or in any other manner than by an agreement in writing signed by all the parties.

SECTION 52: SEVERABILITY

The invalidity or illegality of any provision of this Agreement shall not affect the remainder of this instrument.

SECTION 53: MODIFICATION

Notwithstanding any of the provisions of this Agreement, the parties, by mutual consent, may agree in writing to modifications or additions hereto.

SECTION 54: HEADINGS FOR CONVENIENCE ONLY

The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement.

SECTION 55: NOTICES

All notices to be given by Concessionaire shall be deemed given to Concessionaire by depositing the same in the United States mail, postage prepaid, and addressed to RFP Selected Concessionaire (name & address). All notices required to be given to Grantor hereunder or by law shall be deemed given to Grantor by depositing same in the United States mail, postage prepaid, and addressed to Executive Director, Lake Metroparks, 11211 Spear Road, Painesville, OH 44077.

IN WITNESS WHEREOF, the parties have executed this Agreement. At Concord, Township, Ohio, on the day and year first above written.

WITNESSES:

BOARD OF PARK COMMISSIONERS

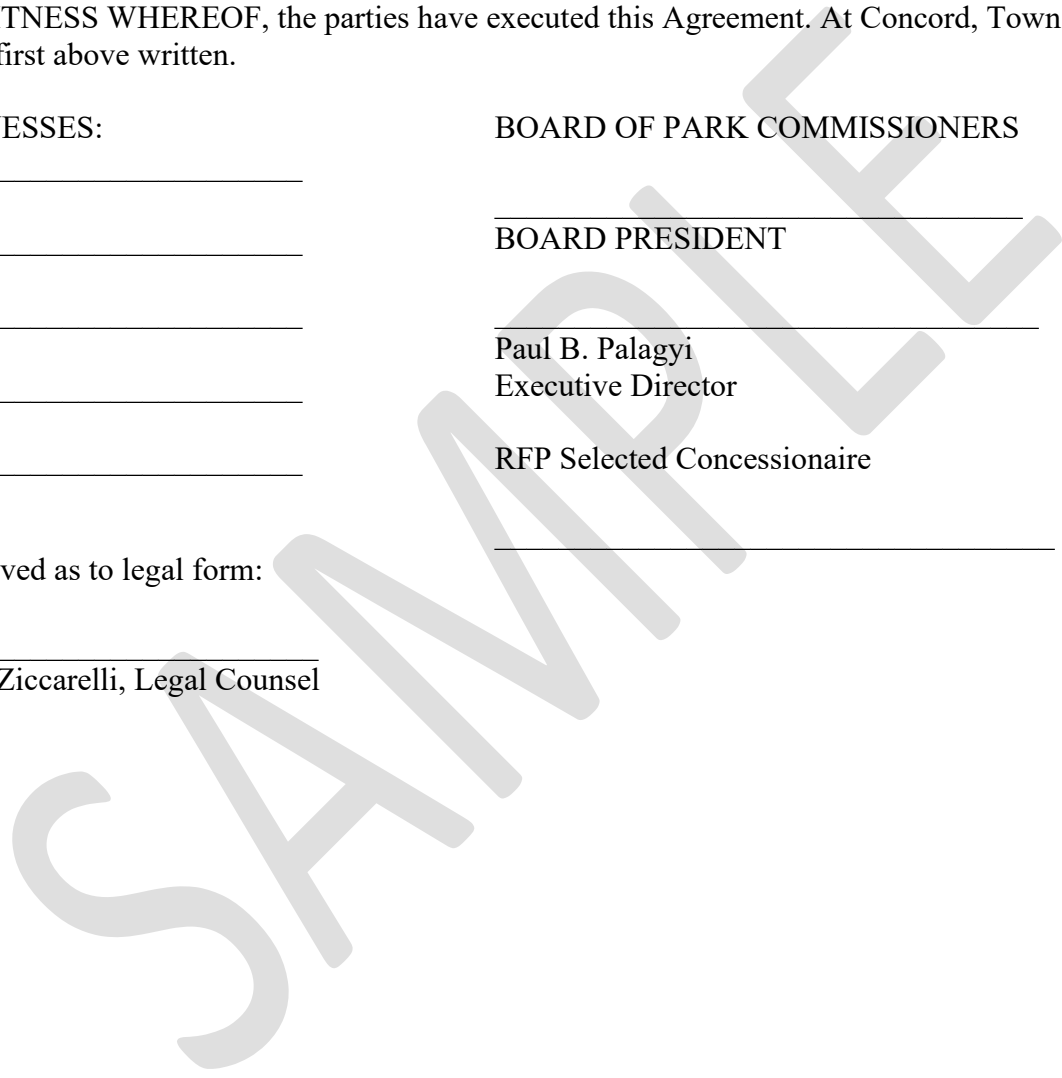
BOARD PRESIDENT

Paul B. Palagy
Executive Director

RFP Selected Concessionaire

Approved as to legal form:

Mark Zicarelli, Legal Counsel



Appendix A**EQUIPMENT FURNISHED BY GRANTOR**

All equipment provided “as is” - no warranty as to condition, replacement, safety or acceptability. Antique items are not to be removed from the premises during lease. This list is accurate as of 10.4.2021. Lake Metroparks does not guarantee these items and or qty's; prior to start of 2023 lease there may be adjustments made to this list.

Item	Quantity
Large Liquor Cabinet	1
Chairs (various kinds)	325
Tables -Square	4
Small Half Round Buffet	1
Large 1 Drawer 2 Shelf Buffet	1
PRCC Display Dishes: Platter	1
PRCC Display Dishes: Dinner Plate	1
PRCC Display Dishes: Bread & Butter Dish	2
PRCC Display Dishes: Gravy Set	2
PRCC Display Dishes: Soup Cup w/ Saucer	1
PRCC Display Dishes: Teacup w/ Sauce	1
PRCC Display Dishes: Toothpick Holder	1
Mesh Screen (Fireplace)	1
Stainless Steel Coffee Pots	8
Stainless Steel Tea Pots	3
Tray Stands	4
Glass Round Pots	5
Carafes	37
Half Carafes	11
Quarter Carafes	8
Cups	215
Punch Bowl with Stand	1
Bread and Butter Plates	375
Saucers	355
Dinner Plates	310
Sauce Bowls	89
Soup Bowls	46
Cereal Bowls	10
Family Style Vegetable Serving Oval Platter	48
Family Style Vegetable Serving Bowl Round	23
Platter	40
Soup Cups	71
Dessert Dishes	106
Juice Glasses	98
Water Glasses	443
Salad Plates	414

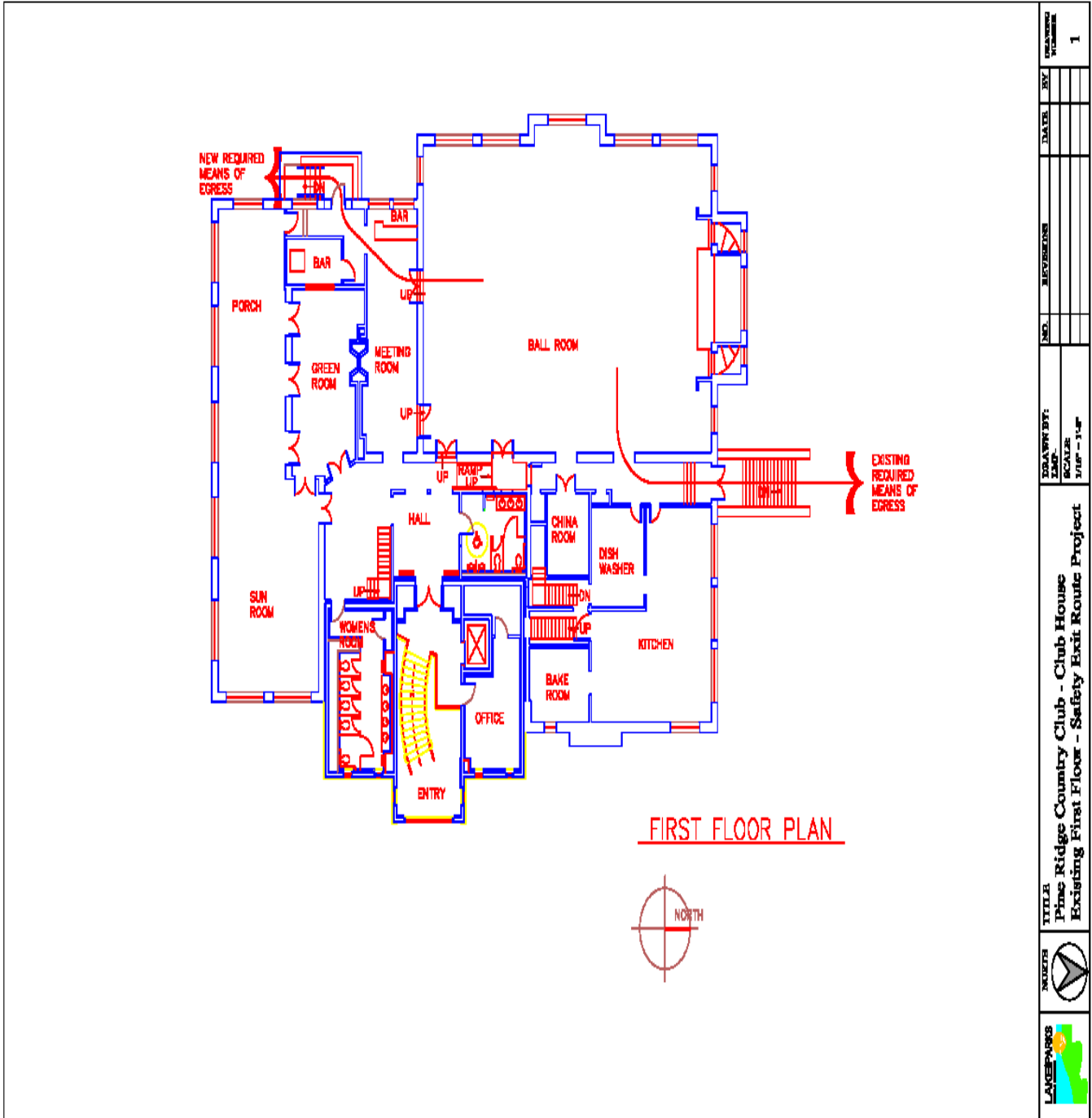
Wine Glasses	164
Champagne Glasses	254
Hi-Ball Glasses	232
Rock Glasses	112
Stainless Individual Tea Pots	25
Sheet Tray	54
Half Sheet Tray	4
26 Quart Pot	1
40 Quart Pot	1
60 Quart Pot	1
2-Gallon Pan	3
Large Aluminum Bowl	1
13 Quart Stainless Steel Bowls	2
8 Quart Stainless Steel Bowls	2
5 Quart Stainless Steel Bowls	1
5 Quart Pans	2
12 Quart Pots	4
1.5 Quart Pots	5
Large Strainers	2
Medium Strainer	1
Small Strainer	1
2 Gallon Soup Pot	3
Half Gallon Stainless Steel Pots	4
One Gallon Stainless Steel Pots	3
2 - 3/4 Stainless Steel Inserts	10
8 Quart Inserts	5
Antique Table	1
1/2" Brandy Snifters	2
Chest Beer Coolers	2
Glass Sugar Packet Holders	15
Ceramic Sugar Packet Holders	23
Salt & Pepper Shakers	73
Glass Sugar Bowl Votives	10
Cooler with Sliding Doors	1
Microwave	1
Black Wrought Iron Cruet Holders	5
Round Tables	26
Aerial Pictures	2
Golf Club Picture	1
Large Hurricanes	20
Cake Pedestals	4
Bud Vases	53
Vases	4

Sugar Packet Holders	43
8 Foot Collapsible Table	4
Metal Mesh Chairs	28
Metal Mesh Tab	15
Changeable Sign w/ Stand	1
Leroy Neiman Picture	1
Going for the Pin Picture	1
Dinner Forks	318
Dinner Knives	333
Dinner Spoons	354
Soup Spoons	42
Steak Knives	192
Salad Forks	189
Serving Forks	48
Serving Spoons	53
Chaffer Bottoms with Lids	13
Garnish Tray Holder for Bar	1
Dinner Lids	124
Food Prep Table	1
Large Oval Trays	33
Small Round Trays	17
Bus Tubs	16
Flat Racks	5
8' Tables	11
6' Tables	4
Easel	5
10' Ladder	1
Portable Podium w/ Base	1
Quarter Round Tables	2
Risers	2
Railings	2
Chair Dolly	1
Sound System for Ballroom	1
Wooden Rectangular Table	1
Round Tables	17
Stair Ropes	2
4 oz Ladles Stainless Steel	4
6 oz Ladles Stainless Steel	2
8 oz Ladle Stainless Steel	1
20 oz Ladle Stainless Steel	1
1 oz Ladles Stainless Steel	4
Punch Ladles	4
Ladle Strainer	3

Cake Servers	2
Serving Spoons	30
6" Half Pan	1
Half Inch Insert Pans	7
4" Half Pans	9
2" Pans	71
4" Pans	8
6 Gallon Pan	1
Large Roasting Pan	3
Soup Pot	1
Waffle Irons	4
Omelet Burners	4
14" Sauté Pan	3
12" Sauté Pan	4
10" Sauté Pan	3
8" Sauté Pan	36
1&1/2 Quart Glass Bowls	20
1 Quart Glass Bowls	13
Cake Stand	2
Serving Trays Stainless Steel	4
Large Serving Tray Stainless Steel	1
10" Tongs	6
4" Tongs	36
6" Tongs	10
Ice Cream Scoops	4
Fruit Knives	2
Spatula Stainless Steel	8
Fireplace Screen	1
Buffet Table w/ Extensions	1
Buffet 3 Drawer 2 Cupboard	1
Rectangle Table	1
Octagon Table	1
Storage Cupboard (mailboxes)	1
Desk	1
Day Bed	1
Rattan Couch w/ Cushions	1
Rattan Chairs w/ Cushions	2
Glass Top Table	1
Pictures	2
Leah Schwartz Pictures	2
Hallway Picture	1
Silk Arrangement with Vase	1
Room Divider	1

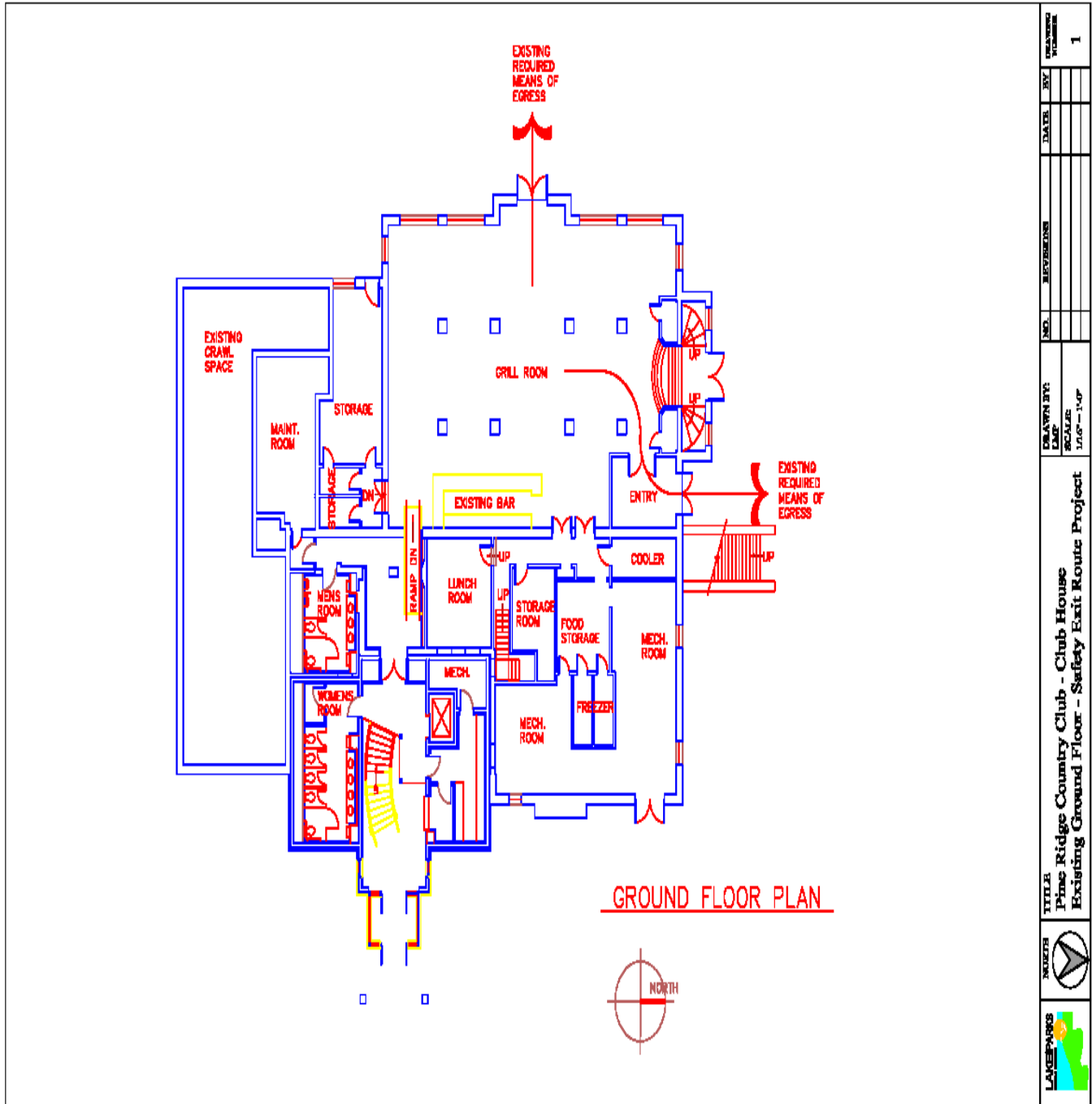
Gift Table	1
Lockers	3
Large Desk	1
Dressing Table	1
Golf Clock	1
Wall Picture	1
Dish Racks	8
Glass Racks	6
Cup Racks	3
Cup Storage Holders	27
Mirrors	3
Armchair	1
Very Long Wooden Table	1
Four-Tiered Metal Rack	1
Dinner Lids Small	8
Metal Bundt Pans	3
Large Mixing Bowls	2
Ice Cream Scoop	3
Chisel	3
Card Table	1
Bean Pot	1
Salad Buffet w/ Sneeze Guard	1
Fire Place Grid	2
Cobble Pot	1
Screen Doors	2
Kitchen Equipment	
Ice Machine Manitowac (Series 450)	1
Stainless Steel Coffee Table	1
#4 Pinnacle	1
#5 True Refrigerator	1
#6 True Refrigerator	1
#7 True Refrigerator	1
Meat Slicer	1
Mixer	1
Metal Prep Table	5
Oven (back room)	1
Imperial Flat top and Burners	3 units
Fryer	1
Deep Freeze (by washer and dryer)	1
Built in Freezer (two doors - one freezer, one cooler)	1
Built in Cooler (one door - Narnia)	1
Bar Sinks (Behind All Bars)	3
Bar Ice Storage (Behind All Bars)	3

Appendix B-1



		NO. 1	ELEVATIONS	DATE	BY	DRAWN BY	1
TITLE: Pine Ridge Country Club - Club House Existing First Floor - Safety Exit Route Project							
TOTAL SHEET: 1							
SCALE: 1/8" = 1'-0"							

Appendix B-2



NO.	REVISIONS	DATE	BY
1			

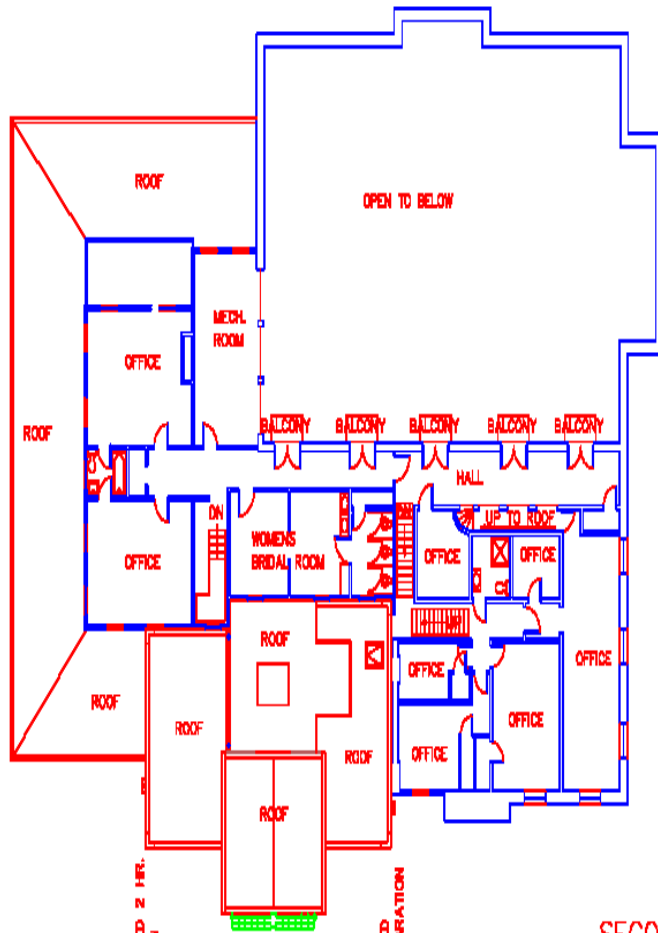
DESIGN TYPE	SCALE
MECHANICAL	1/8" = 1'-0"

TITLE
Pine Ridge Country Club - Club House
Existing Ground Floor - Safety Exit Route Project

NORTH

LAKEPARKS

Appendix B-3



SECOND FLOOR PLAN

NO. REVISEMENTS	NO.	DATE	BY	REVISION
DRAWN BY: DATE: SCALE:	DRAWN BY: [Name]			
	DATE: [Date]			
TITLE: Pine Ridge Country Club - Club House Existing Second floor - Safety Exit Route Project				
NO. SHEETS	1 OF 1			
LAKESPARIS	[Logo]			
DRAWING NUMBER: 1				

*****End of RFP 2021-029*****