**BERWICK PARKS & RECREATION**

**CONCESSION MOU**

Berwick Recreation Department permits various organizations, groups, and agencies to sell concessions at Memorial Field. Permission to use Memorial Field for the sale of concessions and other items shall be restricted to the following:

* Organizations, groups, and agencies that are non-profit/charitable and serve a beneficial purpose to a segment of the local community, whether it is children or adults.
* The use of the property and/or facilities shall be on a seasonal basis rather than a permanent one. For example, a baseball organization may be permitted to use the facilities and/or property for concession sales during the baseball/softball season and a soccer organization may be permitted to use the facilities during the soccer season.

* An application must be completed and approved by the Recreation Director or his/her designee prior to any sales by any group, organization, or agency.
* The application shall include the name, addresses, and phone numbers of those individuals (Board of Directors) responsible for the sale of concessions.
* Concession operators shall be responsible for always keeping the immediate area clean of litter and debris. All contents in the concession stands used by various leagues must be removed within one week of the season’s end or post-season tournament. This includes wiping out cabinets, cleaning the refrigerator, and mopping the floor. Failure to comply will result in contents being disposed of by Berwick Recreation.

* Organizations, groups, and/or agencies granted permission to operate in the concession area(s) should fully understand that any permanent improvements made to the concession areas become the property of the Town of Berwick and may not be removed when the organization, groups or agency’s temporary use of the concession area has concluded. Shelving, server windows and similar improvements are considered as permanent improvements. Refrigerators, popcorn machines, hot dog warmers, freezers and similar items would not be defined as permanent improvements. Permission to use and place such equipment must be obtained by the Recreation Director, CEO and/or the Board of Selectmen.

* The Berwick Parks & Recreation Department reserves the right to immediately terminate the use of any concession area by an organization, group, or agency if it is determined that it is in the best interest of the county and its citizens who use the Memorial Field. Reasons for termination may include, but are not limited to:
  + Unsanitary conditions
  + Failure to keep immediate area of concession facility free of litter.
  + Proof of funds generated being used for purposes other than those beneficial the specific non-profit group or organization.
  + In violation of the ME State Department of Health pursuant to the operation of a concession stand.

* The Recreation Department shall have the right to be upon and/or enter its property for the purpose of examining and inspecting to determine whether the party named in this Agreement are in compliance with Department policies with respect to care, maintenance, repair and renovations.

* It should be clearly understood that the organization providing the activity would be given priority on operating the concession area. Youth groups will have priority on field use.
* The organization agrees to abide by all ME Health Laws and Regulation pursuant to the operation of concession stand.
* If space allows, a storage area(s) may be made available for use during the season. However, the organization may be required by the Department to remove all stored materials following the completion of the season so another organization may use the area. The organization is responsible for keeping the storage area in good condition.
* Facility keys will be issued on an as needed basis and signed in and out with the Parks & Recreation Director.
* The organization is prohibited from sharing any keys***. The organization is prohibited from installing locks of any kind*** ***at or in the concession stand***. This will result in immediate expulsion & use of the facility.
* Facility keys must be returned within 1-month of program end. If keys are not returned, user will be held responsible for the cost of lock replacements.

Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Responsible Party: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_