

# CONCESSION AGREEMENT FOR PUBLIC RIGHT OF WAY



15 N 6<sup>th</sup> St \* P.O. Box 185 \* Clear Lake, IA 50428 \* 641-357-5267 (P) \* 641-357-8711 (F) \* [www.cityofclearlake.com](http://www.cityofclearlake.com)

Business Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Date: \_\_\_\_\_ Valid from \_\_\_\_\_ to \_\_\_\_\_

**PER EVENT Non-Refundable Fee:** \_\_\_\_ \$50.00 Clear Lake resident vendor \_\_\_\_ \$100.00 Non-resident vendor

## GENERAL RULES:

1. Concessionaire must meet all federal, state, and local statutes, ordinances, regulations and laws concerning operation of its business.
2. Concessionaire shall not locate its equipment in such a manner as to create a nuisance or obstruction to the use of the right of way or cause or permit any loud or excessive noise that would result in the disturbance of a reasonable person of normal sensitivities.
3. All Concession Agreements shall require the approval of the City Council.
4. This Agreement is not transferable.
5. This Agreement does not give the vendor exclusive rights for sales of products in the area described above.
6. The concessionaire shall not sell, give or otherwise dispense alcoholic beverages on public right of way, including the area described above.
7. This Agreement may be immediately revoked by the City Administrator for any violation of the terms hereof.

**I have read this Concession Agreement and have accurately and truthfully completed the Application. I agree that I will obtain any other permits necessary and will follow the guidelines and requirements set forth in this Agreement.**

\_\_\_\_\_  
Representative Signature

### OFFICE USE ONLY

Fee Paid: \_\_\_\_  
Indemnity Agreement: \_\_\_\_  
Certificate of Liability Insurance: \_\_\_\_  
Copy of Food Permit: \_\_\_\_