

CITY COUNCIL MEETING
JANUARY 18, 1984

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APPROVE LEASE
AND CONCESSION
AGREEMENT FOR
BASEBALL, INC.
FOR 1984

City Manager Graves presented for Council's perusal a proposed lease and concession agreement for Baseball, Inc. for 1984. The home date charge of \$25.00 should be increased to \$27.50 according to City Manager Graves who also indicated that there are some minor changes with regard to concession prices, however, in checking he feels compared to other parks where professional baseball is played the prices are in line. The gross revenue to the City less 10% of the concessions, amounts to approximately \$3,800. This figure covers City costs for field maintenance for Baseball, Inc. plus utilities and some extra weekend clean up charges. It is also felt that pro baseball operation does contribute in other ways to the City's economy and since it is a difficult operation from which to make a profit, it is the City's feeling that costs to the operator should cover only out of pocket costs to the City.

COUNCIL APPROVED THE LEASE AND CONCESSION AGREEMENT WITH BASEBALL, INC. FOR 1984 AND AUTHORIZED THE CITY MANAGER AND CITY CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

COUNCIL COMMUNICATION

TO: THE CITY COUNCIL
FROM: THE CITY MANAGER'S OFFICE

DATE
January 5, 1984

NO.

SUBJECT: Lease and Concession Agreement for Baseball, Inc. for 1984

1984 JAN 10 AM 9:22

ALICE H. RENDIE
CITY CLERK
CITY OF LODI

I would like to recommend that the attached Lease and Concession Agreement for Baseball, Inc. be approved as submitted for 1984 with a few minor changes.

The home date charge of \$25.00 should be increased to \$27.50. There are also some minor changes with regard to concession prices; however, in checking I feel that, compared to other parks where professional baseball is played, the prices are in line.

The gross revenue to the City, less 10% of concessions, amounts to approximately \$3,800.00. This figure covers City costs for field maintenance for Baseball, Inc., plus utilities and some extra weekend cleanup charges.

It is felt that pro baseball operation does contribute in other ways to the City economy, and since it is a difficult operation from which to make a profit, it is our feeling that costs to the operator should cover only out-of-pocket costs to the City.



Ed DeBenedetti, Director
Recreation & Parks Dept.

Attach.

THIS LEASE AND CONCESSION AGREEMENT, made and entered into this 1st day of January, 1984, by and between CITY OF LODI, a Municipal corporation, hereinafter called Lessor, and Baseball, Inc., a California corporation, hereinafter called Lessee,

W I T N E S S E T H :

This Lease and Concession Agreement is hereby made upon the following terms:

(1) Lessor does hereby lease to Lessee the baseball diamond, office, bleachers, concession stand, dressing rooms, and all other facilities used in connection with the baseball diamond located at Lawrence Park, Lodi, California, for a term of one year, commencing January 1, 1984, and terminating on December 31, 1984.

(2) It is mutually agreed that this Lease contemplates that Lessee shall have the right to conduct California League baseball games therein during the 1984 baseball season for approximately seventy (70) games and that during the remainder of the year all of the facilities except the concession stand and office may be used by Lessor or its permittees. The schedule of dates to be used by Lessee shall be those dates accepted and approved by the Recreation and Parks Director of the City of Lodi.

(3) Lessee covenants and agrees to pay as rent for the use of said facilities the sum of \$2,810.00, plus the sum of \$27.50 for each home date played by Lessee during the term of this lease. Lessee covenants and agrees to pay \$1,250.00 of said rental on or before July 15, 1984, and the balance of said rental shall be paid on or before September 15, 1984.

(4) Lessee agrees to permit any person over the age of 65 years to be admitted to the baseball games to be staged by Lessee upon payment of a service charge of 50¢ per game, when said persons over the age of 65 years present to the Lessee a pass which has been issued to him or her by the Director of Recreation and Parks of the City of Lodi.

(5) Lessee shall have the right to utilize the interior surfaces of the fences around the outfield of the diamond for advertising of a kind normally found in baseball parks. Lessor reserves the right to disapprove and cause the removal of any advertisements considered offensive or in bad taste by Lessor.

(6) Lessor agrees to maintain the park in accordance with its usual and customary practice, furnish and maintain lighting of the field, and shall be responsible for the cleaning up of all of the leased facilities, including the dressing rooms.

(7) Lessee may not transfer or assign its rights to conduct baseball games within said park without the prior written consent of Lessor, provided, however, that Lessee may assign this Lease to a subsidiary corporation or entity owned and controlled by Lessee or to the California Baseball League.

(8) The Lessee is hereby granted the exclusive right for the term of the Lease to operate said concession stand at all events held at Lawrence Park, whether such events are sponsored by Lessee or others, under the following terms and conditions:

(a) Lessor shall not receive any monies from the sale of commodities by Lessee, which sales occur at the regularly scheduled baseball games sponsored by Lessee. From sales at all other events held in said park, Lessee agrees to pay Lessor 10% of the gross receipts which it or its assignee may receive from the sale of the goods and services that are subject to this concession license. Payment shall be made to Lessor on or before the 10th of each month. In this connection Lessee covenants and agrees to keep accurate records and books of account of all purchases and sales and does hereby grant to Lessor the right to examine and audit said books at any time that Lessor may desire.

(b) Lessee may assign this concession license, but such assignment shall not relieve Lessee from seeing that the terms, covenants and conditions of this Agreement are complied with and that true and accurate books of account are kept by any assignee.

(c) No merchandise shall be delivered to customers in bottles, and all equipment necessary for the carrying out of this Agreement shall be provided by Lessee.

(d) The goods sold pursuant to this license, whether by Lessee or its assignee, are to be sold at a price not exceeding the maximum prices, and a price list shall be posted in a conspicuous place in the concession stand:

Soft drinks	50¢ per 12 oz.
.	80¢ per 16 oz.
Ice Cream - assorted, up to	75¢ per serving
Popcorn	70¢ per serving
Nachos	\$1.50 per serving
Hot Dogs	\$1.00 per serving
Corn Dogs	\$1.00 per serving
Hamburgers - 1/4 pounders	\$1.75 per serving
Linquisa Sandwich (possible)	\$2.25 per serving
Coffee and Tea	50¢ per serving
Hot Chocolate	65¢ per serving
French Fries	75¢ per serving
Peanuts (estimated price depending upon harvest).	80¢ per serving
Sunflower Seeds	40¢ per serving
Wine and Wine Coolers	75¢ to \$1.00
Beer - Draft	75¢ per 12 oz.
.	\$1.00 per 16 oz.

Such other goods as the City Manager of Lessor may permit at the prices set by him.

Charges for services not listed herein shall be at prices set by the City Manager of Lessor.

(e) Lessee covenants and agrees to supply and have ready for sale the articles of service (of standard brands) required by the demands of the patrons of the events, games, or exhibitions to be conducted in the Lawrence Park Baseball Stadium, subject to these specifications and in sufficient quantity to satisfy such demands. Lessee shall have available for sale in sufficient quantities any beverages that may be required by the City Manager of Lessor.

(f) Lessee covenants and agrees that it will operate the licensed concession herein granted at all times when events, games or exhibitions are being held in the Lawrence Park Baseball Stadium stand during the effective dates hereinabove set forth.

(9) It is understood that the concession portion of this Agreement constitutes merely a license and that Lessee's right to continue hereunder shall continue only so long as each and every one of the terms, covenants, and conditions of this Agreement are kept. In the event of the failure of Lessee to comply with the terms of this Concession Agreement, the City Manager of Lessor shall have the right to terminate and cancel this Agreement after having given Lessee ten days' notice of the purported violations and Lessee's failure to correct the same within said 10-day period.

(10) Lessee shall carry a product liability insurance policy with Lessor named as one of the insureds in an amount of \$25,000.00 and will keep the said policy in effect during the term of this Agreement.

(11) Lessee shall provide and keep in force during the term of this Lease a policy of public liability insurance, insuring against damage or injury to persons or property arising or occurring during the periods of time that Lessee is conducting California League exhibition baseball games on the leased premises, with the limits of \$100,000.00 bodily injury to one person, \$300,000.00 injury to two or more persons from any one accident or occurrence, and \$25,000.00 for property damage. Said policy of insurance shall name the Lessor as an additional insured and shall contain a provision that the same may not be cancelled except after thirty (30) days' notice to the City Manager of Lessor. A copy of this policy or a Certificate from the insurance company shall be filed with the City Clerk after the same is approved by the City Attorney.

(12) It is understood and agreed that all buildings and permanent fixtures, including the office and concession building, are the property of the Lessor. Any permanent or attached improvements made to Lessor's buildings by Lessee shall immediately become the property of Lessor. In the event of damage by

fire or other casualty to the buildings owned by Lessor, Lessor agrees to timely repair, replace, and restore any such damage during the term of this Lease. Lessor shall be under no obligation to replace or repair any of Lessee's personal property located on the demised premises. This includes, but is not limited to, the replacement of any wall unit air conditioning installed by Lessee. In the event of non-renewal of the within Lease, Lessee will be permitted to remove from the premises all of Lessee's personal property that has not become permanently affixed to Lessor's buildings.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their corporate names and seals the day and year first above written.

CITY OF LODI, a Municipal Corporation

By _____
LESSOR (City Manager)

ATTEST:

By _____
Alice M. Reimche, City Clerk

BASEBALL, INC.

By _____
LESSEE (President)

By _____
LESSEE (Secretary)

(Seal)