



CONCESSION RIGHTS AGREEMENT

A Concession Rights Agreement issued by NORDC will only be issued to the officially recognized organization representing the facility or program. Furthermore, the recognized organization will be the only group allowed to sponsor fund raising activities for NORDC programs in a NORDC facility, unless otherwise notified by NORDC. Upon execution of this Concession Rights Agreement, the booster club organization agrees to abide by all the requirements, found herein as follows:

1. The booster organization shall not make physical changes or additions to any NORDC facility without written approval from the Chief Executive Officer (CEO). The organization understands and agrees to adhere to all provisions in the revised NORDC Booster Club Policies and Procedures. Also, the organization is required to clean and remove all trash and debris generated by their concession from the facility at the close of each day. The booster club further agrees **NOT** to sell beverages in glass containers, and adhere to NORDC's policy on such.
2. NORDC reserves the right to inspect any and all facilities used by the organization either during an activity or during non-use time in order to insure that all health, building, electrical, mechanical, etc. codes of the City are being adhered to. If non-compliance with City codes or NORDC policy is discovered, the facility may be closed immediately.
3. All funds raised by the Booster Club are to remain the funds of the Booster Club and not the Officers of the organization. This agreement covers the sale of products within and from the confines of the designated Concessions area(s) of the center /playground except vending machines that are operated by NORDC.
4. The Booster Club agrees to provide quality refreshments and concessions, including but not limited to water, fruit juice, chips, candy, etc., in sufficient quantities and variety, at rates not to exceed the local retail prices. All refreshments are to be sold in paper or plastic containers. **Glass bottles are not permitted.**
5. All profits from the operation of any concessions by the above mentioned organization on NORDC Centers / Playgrounds shall be used solely for the benefit of athletic related expenses and/or cultural activities sponsored by the Booster Club.
6. The Booster Club agrees to comply with all City, State and Commission regulations, and any that may be passed in the future relative to the operation of concession stands.
7. All newly formed and approved Booster Clubs will be placed on a three (3) month probationary period, during which time their Concession Rights may be revoked without notice or cause.
8. The Booster Club cannot rent or lease the playground or the building. **ONLY NORDC CAN RENT OR LEASE A CENTER/PLAYGROUND.** Failure to comply will result in revocation of the Booster Club Recognition and Concession Rights.

9. The concessionaire holds harmless the City of New Orleans and NORDC from any and all claims for damages of whatever kind or nature, suffered or asserted to have been suffered by the person or property of any person whomsoever growing out of, or resulting from, or in any way connected with the exercise of the privileges herein granted.
10. These Concession Rights cannot be transformed or transferred without written consent from the CEO of NORDC.
11. Failure to comply with all elements of this Concessions Rights Agreement may result in the Booster Club being placed on probation or suspension, and/or the termination of the Concession Rights Agreement.
12. All funds are to be deposited daily in a recognized banking institution.
13. All purchases made, including but not limited to equipment, appliances, and materials, acquired with funds raised by the Booster Club become the property of the City of New Orleans/NORDC and must remain at that facility.

We, the undersigned duly elected Officers of the _____ whose mailing
address is _____ *(Name of Booster Club)* hereby apply for all concession rights

and privileges for the _____ for the year 20____.
(Name of Center/Playground)

By submitting this application, we agree to abide by the aforementioned regulations of the New Orleans Recreation Development Commission (NORDC) and understand and agree that non-compliance may result in the immediate termination of this agreement.

Booster Club President: _____
Printed Name

Signature

Date

Booster Club Officer: _____
Title

Printed Name

Signature

Date