



## **2025 GOLF COURSE RESTAURANT LEASE RFP BID PROPOSAL & LEASE AGREEMENT PACKET**

Brian Tolnar, PGA  
PGA Director of Golf & Recreation  
[btolnar@millcreekmetroparks.org](mailto:btolnar@millcreekmetroparks.org)

Mill Creek MetroParks Golf Course  
1 West Golf Drive  
Boardman, OH 44512

P: 330.740.7112. Ext: 160  
C: 330.719.2302.

## **Mission Statement**

The mission of Mill Creek MetroParks is to provide park, recreational, educational and open space facilities of regional significance. In fulfilling this mission our objectives are:

- To be responsive to community needs
- To be environmentally sound
- To be adaptable
- To be economically feasible

For more information regarding Mill Creek MetroParks please go to [www.millcreekmetroparks.org](http://www.millcreekmetroparks.org).

## **Introduction**

In an effort to efficiently fulfill its mission, the Mill Creek MetroParks along with Mill Creek Golf Course is seeking proposals for the golf facilities food and beverage operation (Hole #55 Bar & Grille). The prospective vendor will oversee the food operation at the golf course which includes: (2) 18-Hole Golf Courses (North & South), Outdoor Practice Facility, New Indoor Golf Player Development Center, Indoor Restaurant, Outdoor Patio and (2) Outing Tent Area's. Mill Creek currently calls home to over 40 golf leagues, 85+ tournaments/outings yearly, winter indoor golf leagues as well as hosting 9 high school golf teams and 2 collegiate golf programs. The facility currently posts over 90,000 rounds of golf annually and has a mix of offseason activities that include: cross country skiing, snow shoeing, walkers, hikers, bikers and indoor golf instructional programming.

## **General Information**

Completed proposals for all services required as outlined within the request for proposal are to be submitted in .pdf format via e-mail to [btolnar@millcreekmetroparks.org](mailto:btolnar@millcreekmetroparks.org) by 4:30 pm local time on November 16, 2024.

Mill Creek MetroParks is not responsible for any cost incurred by prospective consultants/companies prior to the award and signing of a contract for the requested services. Mill Creek MetroParks reserves the right to award the total proposal, reject any or all proposals in whole or in part and to waive any informalities if, in their judgment, the best interest of Mill Creek MetroParks will be served.

All comments, questions and site visits can be coordinated and scheduled by contacting **Brian Tolnar, Golf Director & Recreation**, via phone: 330-719-2302 or via e-mail at [btolnar@millcreekmetroparks.org](mailto:btolnar@millcreekmetroparks.org).

**LEASE AGREEMENT**

This Lease Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the BOARD OF PARK COMMISSIONERS OF THE MILL CREEK METROPOLITAN PARK DISTRICT, hereinafter called the Lessor, and \_\_\_\_\_ dba Hole 55, hereinafter called the Lessee.

In consideration of the rent and covenants hereinafter contained, the Lessor hereby leases to the Lessee the following described premises:

Being the space customarily used as a Restaurant at the Mill Creek Park Golf Course Field House (the "Premises"), together with the necessary use of space for storage and delivery. In consideration for the use of the Premises, the Lessee agrees to pay the Lessor rent in the amount of \$24,000 in 12 monthly installments of \$2,000.00 each for January through December for the 2025 season without demand on or before the fifth 5<sup>th</sup> day of each month.

Beverage Only Profit-Share- It is further agreed that, the Lessee and Lessor will share all the beverage concession net sales for the time period of January through December. The Lessee will receive 80% of the net beverage concession revenue and the Lessor will receive 20% of the net beverage concession revenue. The Lessee shall remit to receive the Lessor's payment representing the 20% share of the net beverage concession revenue on or before the fifteenth 15<sup>th</sup> day of the following month, along with a report indicating the previous month's beverage concession sales.

This Lease Agreement and its terms shall be in accordance with the GENERAL CONDITIONS FOR THE LEASE OF THE MILL CREEK PARK GOLF COURSE RESTAURANT, a copy of which is attached hereto and hereby made a part of this Lease Agreement.

IN WITNESS THEREOF, the parties have caused duplicates of this Lease Agreement to be executed the day and year first above written.

Signed and acknowledged in the presence of:

FOR THE BOARD OF PARK COMMISSIONERS

\_\_\_\_\_  
As to the Board of Park Commissioners

\_\_\_\_\_  
LESSOR

\_\_\_\_\_  
As to the Lessee

\_\_\_\_\_  
LESSEE

**GENERAL CONDITIONS FOR THE LEASE OF**



## **THE MILL CREEK PARK GOLF COURSE RESTAURANT**

### **GENERAL:**

The Restaurant at the Mill Creek Park Golf Course (herein the "Restaurant") has been established by the Board of Park Commissioners primarily for the convenience of and service to golfers using the Mill Creek Park Golf Course and is located within the Mill Creek Park Golf Course Field House (herein the "Premises"). Lessee shall at all times provide sufficient labor, supervision, supplies, and equipment and shall exercise such modern business practices as to ensure the proper and efficient operation of the Restaurant. In the operation of the Restaurant, Lessee 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.

The Lessee shall be prepared to open the Restaurant at the time the Golf Course opens for play in the spring and to keep it in operation throughout the golfing season. A sign stating the hours when the Restaurant is open for business must be prominently displayed.

In case of inclement weather at the beginning of the season, the Lessee may delay the opening of the Restaurant and for the same reason may conclude operations before the end of the season, but in either case this must be done with the advance approval of the Executive Director of the Mill Creek Metropolitan Park District, in writing.

### **TERM OF LEASE:**

The term of this Lease Agreement shall be for a period of three (3) years. Each lease year shall commence on January 1 and shall run through December 31. The Lease Agreement may be renewed by Lessor, in its sole discretion, after the expiration of the three (3) year term.

### **PAYMENT GUARANTEE:**

To guarantee payment of all rental payments, the Lessee is required to deposit with the Mill Creek Metropolitan Park District the amount of \$7,500 or provide a performance bond in the amount of \$7,500 or purchase a certificate of deposit in the amount of \$7,500 in the name of the Mill Creek Metropolitan Park District. The above amount is security for the full and faithful performance by Lessee of all the terms, covenants and conditions of this Lease Agreement and shall be returned to Lessee at the expiration of the Lease Agreement, provided Lessee has fully and faithfully carried out all of the terms, covenants and conditions on Lessee's part to be performed. No interest shall be paid to Lessee.

### **INSURANCE:**

The Lessee agrees to maintain in full force during the duration of this Lease Agreement comprehensive general liability insurance, including without limitation, bodily injury, personal and property damage relating to the Premises, on an occurrence or claims-made basis, with insurers reasonably acceptable to Lessor, providing a limit of not less than \$2,000,000.00 for all damages arising out of bodily injuries to or death of

one person in any one accident and, subject to that limit for each person, a total limit of \$2,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons and regular property damage liability insurance providing a limit of not less than \$50,000.00 for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, a total limit of \$50,000.00 for all damages arising out of injury to or destruction of property for the duration of the Lease Agreement. Upon award of the bid, the successful bidder shall furnish to the Board of Park Commissioners a copy of the above stated insurance.

***Insurance above described will name the Board of Park Commissioners, Mill Creek Metropolitan Park District, its officers and employees as additional insured on the policy.***

Lessee will indemnify and save harmless Lessor from, against, and in respect of any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, which may be imposed upon or incurred with respect to the Premises, or asserted against Lessor by reason of any of the following occurring during the term of this Lease Agreement: (a) any work or thing done in, on, or about the Premises or any part thereof by or on behalf of the Lessee and/or at the direction of the Lessee, its agents, contractors, subcontractors, employees, servants, licensees, or invitees; (b) any use, possession, occupation, operation, or maintenance of the Premises by the Lessee; (c) any negligence of the Lessee or any agent, contractor, employee, licensee, or invitee of Lessee; (d) any accident, injury, or damage to any person or property occurring in the Premises; and (e) any failure on the part of the Lessee to perform or comply with any of the agreements, terms, or conditions contained in this Lease on its part to be performed or complied with.

**UTILITIES:**

The Lessor will pay all utilities incurred in the operation of the Restaurant except that Lessee will directly pay the designated supplier of the Lessor for the LP gas supply used in the Snack Bar. Lessee is also solely and directly liable for any satellite television, cable television, internet and/or telephone charges.

**EXCLUSIVE FOOD SERVICE:**

The Lessee shall be the only person or company permitted to operate a food and refreshment service at the Mill Creek Park Golf Course, with the exception that any group reserving the Outing Area will be permitted to provide their own food and refreshment. These food and refreshments are to be provided by and for the respective group members only. Private concessionaires or food services are permitted to provide this service only to the group reserving the Outing Area. In addition, the MetroParks reserves the right to provide refreshments to participants of MetroParks sponsored events.

**EQUIPMENT:**

The Lessee will furnish all equipment necessary for the operation of the Restaurant such as pots, pans, dishes, silverware, cups, glasses, cooking utensils, etc. The Lessor will furnish the following major kitchen equipment: stoves, refrigerators, freezers, washing equipment & grill. The Lessor will also furnish two (2) display cases, counter stools, tables and chairs.

The Lessee will be responsible for the daily maintenance and/or cleaning of the Lessor's equipment. The Lessor will be responsible for all major repairs to the Lessor's equipment. All equipment is provided "As-Is" and the Lessor makes no warranty as to the merchantability, fitness for a particular purpose, condition or repair of the equipment.

The equipment, supplies, effects, and other property of every kind, nature, and description belonging to the Lessee, which may be on the Premises during the term of this Lease Agreement or at any time, shall be at the sole risk and hazard of the Lessee. If the whole or any part thereof shall be destroyed or damaged by fire, water, theft, vandalism, riot, forced entry, or any other course, no part of said loss or damage is to be charged to or borne by Lessor and the Lessee hereby agrees to forever hold Lessor harmless from and to indemnify Lessor against any and all loss, cost, debt, claim, damage, judgment, and/or expense suffered and incurred by Lessor in connection with any such loss.

Lessee shall be solely liable and responsible for all cash and merchandise losses resulting from spoilage, accident, theft, dishonesty, vandalism, equipment failure or any other cause.

The Lessee will be expected to operate the Restaurant with the present major equipment now located in the facility. Any changes of existing major equipment or renovation must be mutually agreed upon by the Lessee and the Lessor.

#### **MAINTENANCE:**

The Lessee will maintain the Restaurant in as good condition and repair as it now is, natural wear and unavoidable damages excepted.

The Lessee will be responsible for normal housekeeping, minor repairs and maintenance of the Premises. The Lessee shall also be responsible for normal "off-season" cleaning and painting required and considered as part of normal maintenance. Paint colors must be approved by the Lessor.

The Lessee will, at all times, maintain the Premises in a clean and safe manner that is acceptable to the Lessor and shall be subject to periodic inspection by the Lessor.

The Lessee will be responsible for the maintenance, cleanliness and payment of all exhaust fans cleaning, hood cleaning, monthly grease trap cleaning, annual carpet cleaning, and exhaust duct work servicing. The Lessor will be responsible for major

repairs, major improvements and renovations to the major systems and structure of the Premises.

**COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS, AND RULES AND REGULATIONS OF THE PARK DISTRICT:**

In operating the Restaurant, Lessee shall comply with all applicable federal, state, and local laws, and all rules and regulations adopted by Lessor. A copy of the Mill Creek Metropolitan Park District Rules and Regulations shall be provided to Lessee upon execution of this Lease Agreement, and receipt of such is hereby acknowledged by Lessee.

Lessee shall at all times during the term of this Lease 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 Lessor harmless from any and all liability arising from any such claims or under said laws. Certificates evidencing such premium payments shall be submitted to Lessor upon execution of this Lease Agreement and at such other times as Lessor may request.

Nothing contained herein or in any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between the Lessor and Lessee and neither party shall have the authority to contract for or to bind the other. Lessee shall be and remain fully and exclusively liable for the payment of any and all contributions or taxes for employees' or agents' Social Security, unemployment insurance, or old age retirement benefits, pensions, 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 Lessee or work performed under the terms of this Lease Agreement. Lessee agrees to obey all rules and regulations and to meet all requirements which are now or hereafter issued or promulgated under said laws by any duly authorized state or federal officials related to employment matters. Lessee also agrees to indemnify and hold Lessor harmless from any contributions or taxes or liability thereof.

Notwithstanding any other provision in this Lease Agreement, if, as a result of a determination by the Ohio Bureau of Employment services or any other governmental agency, Lessor becomes liable for the payment of any unemployment benefits to or unemployment contributions for any individual hired or employed by Lessee, Lessee shall hold Lessor harmless and reimburse Lessor for any such payment.

Lessee shall not discriminate against any employee or applicant for employment because of race, religion, color, creed, sex, age, national origin, disability, or Vietnam Era and Special Disabled Veterans status.

Lessee and any employees shall not discriminate against any person because of race, religion, color, creed sex, age, national origin, disability, or Vietnam Era and Special Disabled Veterans status by refusing to furnish such person any product,



service, or privilege offered to or enjoyed by the general public. Neither Lessee nor any employees shall publicize the products or services to be provided under this Lease 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, national origin, disability, or Vietnam Era and Special Disabled Veterans status.

**USE OF RECYCLABLE PRODUCTS:**

Lessee shall make an effort to use products made of recyclable, biodegradable materials, i.e., paper plates, cups, reusable silverware, etc., or washable china.

**EACH PROVISION MATERIAL CONDITION:**

Each provision of this Lease Agreement is material and breach by Lessee of any one of the provisions herein contained shall be a material breach of the entire Lease Agreement, and shall be grounds for the termination of the entire Lease Agreement by Lessor.

**PERMITS:**

The Lessee will be responsible for acquiring and maintaining any permits, certificates, and/or licenses necessary for the operation of the Restaurant facility. Copies of health inspections, permits, certificates, etc. will be forwarded to the Park District for filing.

Lessor may require the Lessee to acquire and maintain a Beer and Wine Permit for the sale of alcoholic beverages on the Premises. The terms for the sale of alcoholic beverages will be negotiated.

**LIQUOR PERMIT AND INSURANCE**

a. Liquor Permit. If desired, and with the prior approval of Lessor, which approval may be withheld in Lessor's sole discretion, Lessee may sell alcoholic beverages on the Premises. Without limiting generality of this provision, the appropriate liquor permits shall be obtained in the name of Lessee, and Lessee shall pay any charges associated with obtaining and maintaining those permits. Lessee shall deliver to Lessor copies of all liquor permits promptly upon receipt thereof. Upon the expiration or earlier termination of this Lease Agreement, Lessee shall transfer all liquor permits obtained by Lessee for the Premises as well as certain inventory of Lessee as identified in Appendix A-1 to the General Conditions to Lessor or Lessor's designee. To facilitate such transfer, Lessee shall execute and deliver in escrow to: Roth, Blair, Roberts, Strasfeld & Lodge Law Firm, simultaneously with the execution of this Lease Agreement, an original, executed in blank Application for Transfer of Ownership and a Summary of Purchase Agreement regarding the liquor permits, in the form attached as Appendix A-2 to the General Conditions, together with such other related

documents as may be required under the Application for Transfer of Ownership, including without limitation a completed and executed Interim Beverage Management Agreement in the form attached as Appendix A-3, as Lessor reasonably may require. Said documents shall remain in escrow until the expiration and non-renewal or earlier termination of this Lease Agreement, or until such time as the parties agree in writing to have the documents released from escrow. Lessor is hereby authorized to file the forms held in escrow with the Ohio Department of Liquor Control or its successor at the expiration or earlier termination of this Lease Agreement. Lessor shall provide Lessee with written notice at least fourteen (14) days prior to the day that Lessor seeks to file the form transferring the Liquor Permit. Lessor shall not file such forms with the Ohio Department of Liquor Control or its successor or any other agency until Lessor receives from Lessee, in writing, confirmation that the information contained in such escrowed documents is correct and valid as of the date of the proposed filing with the State. Lessee shall provide the confirmation within fourteen (14) days of the sending of notice by Lessor. Upon the expiration or earlier termination of the term of this Lease Agreement, at the direction of the Lessor, Lessee promptly will execute and deliver a Request for Cancellation of Permit with respect to all Liquor permits, in the form attached as Appendix A-4, together with such other related documents as may be required under the Request for Cancellation of Permit, including without limitation completed and executed permittee identification cards referred to therein, or as Lessor reasonably may require. Upon the expiration or earlier termination of the term of this Lease Agreement, Lessee promptly will deliver all liquor permits to Lessor, and Lessor may submit such Request for Cancellation of Permit, together with the liquor permits and permittee identification cards, to the State of Ohio Department of Liquor Control.

Lessor and Lessee agree to execute and deliver to the other, at any time and from time to time, all such documents, in addition to those expressly provided for herein, as may be necessary or appropriate to effectuate the provisions of this provision, including without limitation, modifications or additions to this Lease Agreement or such other documents as may be required by the State of Ohio Department of Liquor Control. Notwithstanding the foregoing or any other provision of this Lease Agreement to the contrary, Lessee hereby appoints Lessor as agent and attorney-in-fact of Lessee to execute and deliver any and all of the foregoing documents, including without limitation, those expressly provided for herein, which Lessee is authorized, permitted, or required to execute or deliver pursuant to this provision, such power of attorney being coupled with an interest and being irrevocable during the term of this Lease Agreement.

b. Liquor Liability Insurance. If Lessee sells alcoholic beverages on the Premises (such sales being subject to the prior approval of Lessor as provided herein, and subject to Lessee obtaining all required liquor permits), Lessee shall maintain liquor insurance, including contractual liability coverage, by endorsement to commercial general liability insurance or otherwise, with limits of

not less than \$2,000,000 per occurrence, and otherwise compliant with all aspects of the INSURANCE provision, as applicable. Said policy shall designate as an additional named insured "Board of Park Commissioners, Mill Creek Metropolitan Park District"

c. Lessee further agrees that it shall not transfer the Liquor Permit to any other person or entity without the prior written consent of Lessor.

d. Lessee further agrees to comply with all of the rules, regulations and laws of the State of Ohio and the Ohio Department of Liquor Control including, but not limited to, the payment of all fees, taxes, and charges required in order to keep the Liquor Permit valid. If Lessee receives any notice that it has failed to pay the appropriate fees, taxes or charges and that the Liquor Permit may be terminated, Lessee will immediately notify Lessor regarding said notice received. Lessor shall then have the option, but not the obligation, to: (1) terminate this Lease Agreement; and/or (2) pay the taxes owed; and/or (3) file the escrowed documents and have the Liquor Permit transferred to Lessor or its designee after providing Lessee with fourteen (14) days prior written notice and receiving written confirmation from Lessee within fourteen (14) days that the information contained in such documents is correct and valid as of the date of the proposed filing with the State. Lessee agrees that any taxes paid by Lessor pursuant to this Lease Agreement are the ultimate responsibility of Lessee, and Lessee will reimburse Lessor for said payments.

#### **PRICES AND MENU:**

The Lessee will use the Premises for the serving of hot sandwiches, light lunches, dairy products, soft drinks and items customarily sold in comparable facilities of this type and at rates comparable to area rates for similar items, subject to the Lessor's to approval.

Prior to March 1 of each year of this Lease Agreement, Lessee shall submit to the Executive Director a proposed list of all menu items to be sold at the Premises. The menu list shall include the name of the item, the size of the item, and the proposed price for the item.

All menu items and the price for each item must be approved by the Director of Golf before Lessee may offer the item for sale to the public. Lessee shall not sell any menu item not on the approved list, and shall not sell any menu item at a charge in excess of or below the approved price. The proceeds of any menu item sold without permission or in excess of the approved price shall be the property of the Lessor.

Lessee shall post the prices for all menu items in such place or places as Lessor may designate. Lessee shall label all menu items with the price of the menu item whenever it is feasible to do so.

**BRAND DESIGNATION BY PARK DISTRICT:**

The Lessor reserves the right to stipulate the brand and product advertiser or supplier of menu items to be sold, i.e., soft drinks (7UP, Coca Cola, Pepsi, etc.), snack products, coffee, etc. In connection with such stipulation, the Lessee will be required to comply with applicable provisions of agreements with product suppliers or advertisers, including, without limitation, requirements that relate to equipment provided by the product supplier or advertiser, trademarks, product display on menu boards and elsewhere, purchase and use of approved cups, and advertising, signage and trademark visibility. Bids must be submitted with this understanding.

**STAFF:**

The Lessee will provide, at all times, adequate, professional and courteous service in the Restaurant and Outing Areas to reasonably accommodate customers.

a. Quality of Employees. Lessee shall only employ persons of good moral character. Lessee will abide by all rules and regulations pertaining to Lessees and/or Contractors regarding background checks.

b. Dress, conduct, and hygiene of employees. All employees of the Lessee shall be neatly dressed at all times. All employees of Lessee shall wear appropriate uniforms with identification of the Lessee, ie Company Name visible on the uniform. All employees of Lessee shall be clean and shall wash prior to commencing work and after any clean-up activity. All employees will comply with the rules and regulations of the County Health Department governing personal hygiene.

All employees of the Lessee shall conduct themselves courteously in their relations with the public. When on duty, employees shall direct their full attention to the operation of the Restaurant. 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 Lessor. Employees must fully obey all Rules and Regulations of Lessor.

c. Immigration Reform and Control Act. Lessee 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.

**OUTSIDE FACILITIES:**

The Lessee will provide food services and personnel for cookout style food and/or barbecue items on the Golf Course during periods of peak play, such as weekends, holidays, tournaments and league play. The hours of operation will be subject to the approval of the Lessor.

**BEVERAGE CART**

The Lessor will provide a beverage cart for the Lessee to use on the golf course. The Lessee must follow proper operation of the beverage cart as per the manufacturer's operations manual, and train employees on proper golf course etiquette. Any damage to

the beverage cart will be the responsibility of Lessee outside routine maintenance, gasoline and general wear and tear. Lessee shall pay Lessor \$400 for the cost of gas consumed by the beverage cart included within items of equipment pursuant to EQUIPMENT SECTION and utilized by Lessee during each year of this Lease Agreement, to be paid on or before the first day of May.

**HOURS OF RESTAURANT OPERATION:**

Lessee shall operate the Restaurant each and every day (weather permitting) of the specified operating period. For illustrative purposes, these hours of operation are:

**SEASON:** January through December (12 Months – 7 Days/Week)  
Holidays are considered as weekends for scheduling purposes

**ILLUSTRATIVE OPERATING HOURS**

<u>Weekends</u>	<u>Open</u>	<u>Close</u>
Opening to last weekend in April	7:00 a.m.	8:00 p.m.
Last weekend in April and first two weekends in May	6:30 a.m.	8:00 p.m.
Third weekend in May thru Labor Day	6:00 a.m.	9:00 p.m.
September and October weekends thru Columbus Day	6:30 a.m.	7:30 p.m.
Remaining October weekends to the end of Daylight Savings time	8:00 a.m.	7:00 p.m.
November through March	11:00 a.m.	7:00 p.m.
<u>Weekdays</u>	<u>Open</u>	<u>Close</u>
Opening thru second week of May	7:00 a.m.	8:00 p.m.
Third week of May through Labor Day	7:00 a.m.	9:00 p.m.
September thru Columbus Day	7:00 a.m.	7:30 p.m.
Columbus Day to end of Daylight Savings time	7:30 a.m.	7:00 p.m.
November through March	11:00 a.m.	7:00 p.m.

Lessor reserves the right to designate alternate hours and dates of operation at any time as it, in its sole and exclusive discretion, deems the same to be necessary or desirable. Lessor further reserves the right to require Lessee to operate the Restaurant during any special events as may be designated by Lessor.

In the event of adverse weather conditions, as determined by Lessor in its sole discretion, Lessee shall be permitted to close the Restaurant during the otherwise normal hours of operation. Other than as set forth in the immediately preceding sentence, Lessee may not alter the Restaurant's hours or dates of operation except with prior written consent of the Director of Golf.

Lessor makes no representations or warranties regarding Lessee's revenues or projected revenues related to the operation of the Restaurant.

**INSPECTION OF FACILITIES:**

The Premises may be inspected any day during the bidding period, Monday through Friday, by arranging to meet with Brian Tolnar PGA Director of Golf and Recreation, Canfield, OH 44406, 330.740.7112

**ASSIGNMENT OF LEASE:**

The Lease Agreement shall not be assigned, at any time.

**CANCELLATION OF LEASE AND LANDLORD LIEN:**

If the Lessee shall do or suffer to be done any of the things forbidden herein, or shall use said Premises for any unlawful purpose or should fail to perform, in a satisfactory manner, as solely determined by the Lessor, or should fail to make rent payments when due, the Lessor after ten (10) days written notice to the Lessee may recover possession of the Premises and terminate the Lease Agreement without reference to the time the Lease Agreement would otherwise expire.

Any of the following acts or events shall constitute a breach of this Lease Agreement by the Lessee: (a) the filing by the Lessee of a voluntary petition in bankruptcy or the making of an assignment for the benefit of creditors, or (b) a consenting by Lessee to the appointment of a receiver or trustee of all or part of its property, or (c) the filing by the lessee of a petition or seeking reorganization under the National Bankruptcy Act or any other applicable law, or (d) the filing by the Lessee of a petition to take advantage of any insolvency act. On the occurrence of any such event, Lessor may terminate this Lease Agreement by giving Lessee five (5) days written notice of termination.

Lessee also expressly acknowledges that Lessor claims a Landlord's Lien on all of Lessee's now existing and hereafter acquired or arising personal property, including without limitation goods, inventory, equipment, furniture and trade fixtures (including without limitation insurance proceeds) of the foregoing, and all additions and accessions thereto, substitutions therefor and replacements thereof (herein "Collateral"), to secure the Lessee's rent obligations hereunder. In the event that the Lease Agreement is

terminated for Lessee's failure to pay rent when due, Lessor may retain possession of the Collateral, without limiting any other remedies available to the Lessor for Lessee's failure to pay all rent when due or for damages to the Premises, and apply the proceeds of the sale of Collateral to the Lessee's outstanding balance.

**SURRENDER OF PREMISES:**

Lessee covenants and agrees to vacate, remove from and deliver up and surrender the possession of the Premises to Lessor upon the expiration of the Lease Agreement, without any specific notice to vacate, and upon any earlier termination of this Lease Agreement, in as good condition and repair as the same shall be at the commencement of said Lease Agreement or may have been put by the Lessor during the continuance thereof, ordinary wear and tear alone excepted. Any cost or expense incurred by Lessor in cleaning the Premises or for damage caused by the Lessee may be charged against Lessee.

**QUIET ENJOYMENT:**

Lessor covenants and agrees that if the Lessee shall perform all of the covenants and agreements herein stipulated to be performed on the Lessee's part, the Lessee shall, at all times during the term of the Lease Agreement, have the peaceful and quiet enjoyment and possession of the Premises.

**ENTIRE AGREEMENT:**

This Lease Agreement and any incorporated attachments contain all of the agreements between the parties and cannot be modified in any manner, other than by agreement signed by the parties.

**PROVISIONS BINDING:**

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

**NO WAIVER:**

The failure of Lessor at any time or from time to time to require performance of any of the Lessee's obligations under this Lease Agreement shall in no manner affect the Lessor's right to enforce any provision of this Lease Agreement at a subsequent time; and the waiver by the Lessor of any right arising out of any breach shall not be construed as a waiver of any right arising out of any subsequent breach.

**SEVERABILITY:**

If any provision of this Lease Agreement is deemed illegal, invalid, against public policy, or otherwise unenforceable, the remainder of this Lease Agreement shall not be affected thereby.

**GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Proper venue shall be had in the Court of Common Pleas, Mahoning County, Ohio

**OTHER CONDITIONS:**

1. The Lessee shall use reasonable care and diligence, at all times, in the Restaurant operation in order to avoid any possible accidents or damages to the Premises.
2. The Lessor shall in no way be responsible, at any time, for any damage or loss to property of the Lessee in the event of fire, burglary, vandalism or for any other reason.
3. The Lessee shall conduct the operation of the Restaurant in a manner that will be satisfactory, at all times, to the visitors of the Golf Course and the Board of Park Commissioners.
4. The Lessee shall furnish to the Board of Park Commissioners a report of total gross sales at the conclusion of each season, in writing. Said report shall be subject to audit by a designated representative of the Board of Park Commissioners.
5. Lessor shall install and maintain such bookkeeping and accounting methods and methods of collection of moneys as shall permit Lessee to accurately compute the gross revenue of Lessor relating to the operation of the Restaurant. Such records shall be made available to Lessor during the normal operating hours of the Restaurant. Lessee shall furnish to Lessor a certified statement of gross revenue relating to the Restaurant for each month, and such statement shall be delivered to Lessor.
6. Annual accounting. Lessee shall submit to Lessor, no later than sixty (60) days after the close of the business year, being December 31 of each year, a profit and loss statement relating to the Restaurant's operations prepared by a certified public accountant licensed by the State of Ohio. Such statement shall contain an appropriate certification that all gross receipts during the yearly accounting period have been duly and properly reported to Lessor.
7. Cash register. Lessee shall at his/her own cost install and maintain in good working condition such cash register equipment as may be deemed necessary by Lessor. Such cash register equipment shall contain a continuous registering tape. Every sale and business transacted by Lessee must be recorded on the cash register tape. Lessee must maintain used cash register tapes for three (3) years.



8. Tax records. Lessor reserves the right to require Lessee to furnish Lessor a certified copy of Lessee's federal income tax return for the preceding calendar year insofar as it relates to the subject matter of this Lease Agreement.

9. On-site audit. Lessor reserves the right to audit and inspect Lessee's employees, sales, and inventory at the site or wherever appropriate, and all inventory records and cash register tapes relating to the operation of the Restaurant at any time during the collection of receipts and stocking processes.

10. Bank deposits. Lessee shall maintain a separate bank account for the operation of the Restaurant and shall retain all banking records and bank deposit receipts concerning the same. Lessor reserves the right to require Lessee to furnish such records and receipts to Lessor at any time during the term of the Lease Agreement and for three (3) years thereafter.

11. Records after termination. Lessee shall keep in a safe place within twenty (20) miles of the Premises for three years after the termination of this Lease Agreement all reports, books, and records relating to the operation of the Restaurant. Lessor reserves the right to examine such reports, books, and records at any time during the three (3) year period following the termination of this Lease Agreement.

12. Upon award of the bid, the successful bidder shall enter into a written Lease Agreement with the Board of Park Commissioners.

13. The Lessee will comply with the provisions set for in Resolution R-91-9 authorizing cooperative specials between the Park District and concessionaires.



**Mill Creek Golf Course Food & Beverage RFP Proposal Application Form**

1. Company Name

---

---

2. Manager Name (s)

---

---

---

3. Address:

---

---

---

4. Phone:

---

---

5. Email Address(s):

---

---

6. Monthly Rent (\$2,000.00 minimum or higher payment of: \_\_\_\_\_)

7. Beverage Commission (20% minimum to MCMP or higher commission percentage of: \_\_\_\_\_)

8. By submitting this proposal you agree to all terms and conditions as outlined in the (RFP) request for proposal.

**SIGNATURE OF APPLICANT(S):**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Submittal Due Date: 11/16/2024 by 4:30pm**