

# Springettsbury Township Parks and Recreation Department

## Concession Stand Policy

### Purpose

The concession stand policy provides operational guidelines for approved users of the concession stand located at Springettsbury Township Park. This policy assists concession stand users in safeguarding public health and ensuring that food products stored, prepared, processed, distributed and sold is done in accordance with the Pennsylvania Department of Agriculture and the provisions set forth in Chapter 46 of the Food Code. This policy also establishes a means to safeguard all equipment and provides the process for users to request the facility.

### Application Process

Organizations requesting to use the concession stand shall submit a written request to the Director of Parks and Recreation to include the following information:

- Name of organization and purpose of use (See User Categories & Fees below).
- Date(s) and hours of operation.
- List of the types of food and beverage items to be sold.
- Residency information to determine appropriate fees (See User Categories & Fees below). Figures must include total number of participants and percentage of Springettsbury Township residents. Names and addresses of participants must be provided highlighting those that reside in the Township.

### User Categories & Fees

The Parks and Recreation Department will establish annually a schedule of fees for the use of the concession stand. The user categories and fees are defined below:

**Category I:** Activities sponsored by Springettsbury Township receive first priority use and shall be exempt of any fees.

**Category II:** Activities sponsored by non-profit organizations in which 50% or more of the participants reside in Springettsbury Township shall be exempt of any fees. These organizations must provide civic, educational or athletic benefits to Springettsbury Township residents to be considered in this category.

**Category III:** Activities sponsored by other organizations that do not meet the residency requirement and all other users not addressed in the previous two categories shall be charged a user fee of \$100.00 per event and will pay a 25% commission rate based on gross sales.

## Operating Procedures

- **Concession Stand Equipment:** The Township owns all equipment and it is understood that the approved user has the authority to operate the equipment. It is also understood that the Parks and Recreation Department will assume responsibility of the repair of the equipment unless needed repair is due to neglect, abuse, or misuse of the equipment by the user. If equipment is damaged by the user, the Director of Parks and Recreation will assess the cost of repair or replacement and charge the applicant accordingly. The Township will not be responsible for any equipment failure that results in food spoilage. The storage of food or beverages in freezer/cooler unit, cabinets or any other area in the concession stand is at the risk of the user. Locks of any kind are prohibited to secure user supplies and equipment.
- **Product Sales and Operating Hours:** The Director of Recreation will approve the type of food and beverages sold and method and hours of operation.
- **Licensing and Compliance:** The concession stand is licensed by the Pennsylvania Department of Agriculture. The provisions under Chapter 46 for Food Establishments must be reviewed and put into practice by the user in order to maintain compliance. It is imperative that the user have a thorough working knowledge of the regulations including but not limited to food protection and storage, cleaning and sanitizing of equipment and garbage and refuse disposal. Periodic, unannounced inspections will be conducted by the Township and the Department of Agriculture during operating and non-operating hours to insure compliance. Failure to comply with the regulations may result in termination of use. **The safety of our customers is paramount.** A copy of the regulations will be provided for review.
- **Food Preparation & Storage:** All food preparation and storage must be done in equipment designed, installed and operated in accordance with criteria set forth by the NSF (National Sanitation Foundation). Only equipment provided by the Township can be used to prepare and store food. Any additional equipment furnished by the user must be approved by the Director of Parks and Recreation.
- **Facility Access & Security:** The user will be provided with (1) set of keys and an access code to arm and disarm the security system. The user will be responsible for safeguarding the equipment and supplies in the concession stand when using. It is the responsibility of the user to insure that the concession stand is secure. Furthermore, the user will be responsible for lost or stolen keys and the replacement cost of such including but not limited to the cost of changing the locks, replacement keys as well as any damage to facility, stolen equipment, etc. incurred by the loss of the keys. No one under the age of 16 will be allowed in the concession stand.
- **Cleaning and Sanitizing:** The user is responsible for purchasing all necessary cleaning supplies including cleaning agents for sanitizing, chlorine test strips as well as towels and soap for dispensers. The user is responsible for cleaning all areas of the concession stand including but not limited to the floors, counters, freezer/cooler, hot dog roller, and pretzel warmer and dishwashing area after each use. Use of proper cleaning agents is required to avoid damage to the surfacing material i.e. stainless steel equipment, counter tops, etc. All garbage must be separated, recyclables and non-recyclables and disposed of in appropriate receptacles.

- **Termination of Usage:** The user will be required to return the pass code card and keys when scheduled use concludes or when use privileges are terminated due to improper operation of the concession stand. All food and beverage products, cleaning supplies and any other items supplied by the user must be removed within 5 days of the last day of use. Furthermore, the concession stand must be cleaned and sanitized by the user. Failure to comply will result in the loss of future concession stand use.
- **Terms of Agreement:** This agreement is valid for one event or sports season; however, use privileges can be terminated at any time if user is in violation of this policy. At the end of use an inspection of the facility will be conducted by the Director of Parks and Recreation to report on any policy and/or licensing violations. Future use will be contingent upon the findings of the inspection.

**Insurance & Indemnification**

- Approved applicants must furnish a Certificate of Insurance for food, product, operations and general liability in the amount of \$1,000,000. The certificate must name Springettsbury Township as additional insured.

The undersigned agrees to comply with and be bound by all Springettsbury Township rules and regulations, which are expressly made part of this policy/application, and accepts full responsibility for all food, property, and persons involved in the concession operation. The undersigned agrees to indemnify and save harmless Springettsbury Township, its agents, officers, officials and employees from any and all liability, claims, actions, demands, damages and expenses, including, without limitation, reasonable attorney's fees incurred by or on behalf of any of them, arising out of injury or damage of any kind, to persons or property, in any way connected with my participation as a concessionaire on Township property.

The undersigned acknowledges receipt of the Park Rules and regulations.

Name of Organization: \_\_\_\_\_

Contact/Representative Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone:  
(Home) \_\_\_\_\_ (Business) \_\_\_\_\_ (Cell) \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

