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*****DRAFT ONLY*****
CONTRACT FOR OPERATION OF THE CLUB HOUSE

PARTIES: This Agreement is entered into between BROWN COUNTY, SD dba the BROWN COUNTY FAIR BOARD, by and through the BROWN COUNTY COMMISSION, and the *assigned bidder* for the Brown County Fairs held in the years: 2025, 2026, & 2027.

PURPOSE: To operate the Club House at locations and times as stated in Conditions below during the Brown County Fair.

DEFINITIONS: Brown County and the Brown County Fair Board will be referred to as the Board and the *successful bidder* will be referred to as the *bidder*. Club House is defined for internal use as an identifier of the building, there is no expectation that it is required to be called the Club House as an identifier in the marketing, temporary signage or other reasonable inferences to the general public.

CONDITIONS:

A. *The bidder will perform the following:*

1. Operate the club house in the building known as the Club House and additional property west of the Club House Building within the fence on the Brown County Fairgrounds.
2. Secure Beer Licenses from Brown County for the Club House Building and for the additional property adjacent to west side of the Club House at the Brown County Fairgrounds.
3. Furnish all-necessary equipment to store, dispense and serve beer, pop, etc., as well as approved food items. Vendors can help locate the necessary equipment.
4. Provide non-paid volunteer personnel, age 21 (twenty-one) or older.
 - a) Ensure no alcohol is purchased by those under 21.
5. Provide approved security force to:
 - a) only allow access for those that are over age 21 after 8 pm
 - b) restrict exit access to the east and north exits with the following exceptions
 - In the event of an emergency
 - Limited time for loading and unloading
 - c) deny entry to anyone without shirt or shoes.
6. Concession Service:
 - a) Malt Beverage Service to include keg/bottled/canned beer, malt beverages, and non-alcoholic beer.
 - b) Pop, light snacks (popcorn, pretzels, etc).
 - c) Hot/cold food may be sold under this contract with approval of the Brown County Fair Office and Brown County Commission.



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7. Sweep and mop premises including bathrooms every night after closing and at such other times during operating hours as may be necessary to maintain sanitary condition.

8. Provide \$1,000,000.00 public liability insurance covering workers and customers with Brown County and Brown County Fair Board named as additional insured. Furnish a copy of such insurance to the Board prior to the start of the Brown County Fair.

9. The bidder will pay all vendors furnishing products, supplies, etc.

10. The bidder will provide the Brown County Fair a copy of the IRS Non-Profit Certificate with this agreement.

11. The Club House hours of operation for the sale of beer will be as follows:

- a. Monday - 5:00 P.M. to 2:00 A.M.*
- b. Tuesday - 4:00 P.M. to 2:00 A.M.*
- c. Wednesday - 4:00 P.M. to 2:00 A.M.*
- d. Thursday - 4:00 P.M. to 2:00 A.M.
- e. Friday - 1:00 P.M. to 2:00 A.M.
- f. Saturday - 1:00 P.M. to 2:00 A.M.
- g. Sunday - 1:00 PM to 5:00 P M.

* Club house may operate till 2:00 A.M if there are patrons, but are only required to be open till 11 P.M.

12. Payment by bidder's check along report of gross and net profits, expenses, and copies of beer and pop invoices from the distributors will be made to the Board by September 30. This information will be mailed to: Brown County Fair, 400 24th Ave NW, Aberdeen SD, 57401

---BID INFO---

1. QUANTITY

- a. Invoiced cases of Beer @ \$_____ per case.
- b. Invoiced kegs @ \$_____ per keg.
- c. _____% of the gross sales of all wine and malt-based beverages, pop or soft drinks, and water.
- d. Bidder shall also pay the Board the following commission on the gross receipts of all (excluding malt beverage) concessions after payment of SD State Sales and tourism taxes.
 - a. 15% on sales between \$_____ and \$_____
 - b. 30% on sales between \$_____ and up

2. AND/OR FLAT RATE

Total to Rent Clubhouse	2025	_____
	2026	_____
	2027	_____



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13. All permanent improvements made to the premises by the bidder will become part of the grounds and owned by Brown County.

14. **Security:** The bidder will provide and pay for appropriate security at the Club House during hours of operation after 8 pm. What constitutes appropriate security will be established by agreement between the bidder and the Brown County Sheriff, entered into on an annual basis at least 60 days before the start of that year's fair. If an agreement can't be reached between the bidder and the Sheriff, the issue will be decided by the Brown County Commission.

a.) Security will coordinate and advise Fair office and Sheriff's office, as to identification/bands that will be used each night to signify those 21 and older.

15. The bidder may sell keg, canned and or plastic bottled beer/malt beverages (plain non-advertising style.) NO BEER WILL BE SOLD TO THE EXITING PUBLIC.

16. The bidder will choose and pay for Club House entertainment with coordination and approval of the Brown County Fair Board and Brown County Commission. Entertainment details should be e-mailed to the Fair Office by May 1 for inclusion in fair book, website, and promotional materials. The actual cost of the Club House Entertainment will be deducted from the Clubhouse's total gross profits. Total gross profits are defined as total revenue less cost of goods sold.

17. The bidder will provide and pay for the tent adjacent to the west side of the Club House building.

B. The BOARD will perform the following:

1. Furnish the Club House Building and the general utilities.
2. Furnish stage in the Club House Building to be used in the event of inclement weather and the band has to be relocated indoors.
3. Board's sanitation crew will touch-up, clean and sanitizes each morning. Board's sanitation crew will stop into Club House while making their rounds to check on supplies with the Association staff.
4. The Club House Entertainment hours will be determined on a year to year basis prior to entering into contract with the entertainer.
5. Shall grant signage rights that are not in conflict with current/future fair sponsors.
6. Shall work to develop a drop off/cab stand that doesn't impede the safety and security requirements of the general public or other contractual requirements.

C. Amendment, Early Termination and Regular Termination of the Contract

1. **Amendment:** This contract can be amended at any time by the mutual written consent of the parties. In the event that mutual consent can't be reached, this agreement will become null and void.
2. **Early Termination:** This contract will be on a year-to-year contract basis for a three year period and will automatically renew for the second and third years of the contract period unless either party provides notice to the other party that it wishes to terminate the contract early. Notice of early termination of this contract must be given to the other party in writing by certified mail within 60 days of the end of the most recently held fair unless the County Fair Ordinance provides a different procedure.
3. **Regular Termination of the Contract:** Unless this contract is terminated early as herein provided, the contract will be automatically terminated at the end of the final Brown County Fair covered by this



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agreement. A new contract for future years will only be entered into by the County in accordance to the policies and procedures established by the Brown County Commission.

This contract is entered into and signed this ____ day of _____, 2024 at Aberdeen, South Dakota.

_____, Authorized Party, Successful Bidder

_____, Manager, Brown County Fair

_____, Chair, Brown County Commission

Revised: 10-7-24