

# AGREEMENT FOR RECREATION AND LEISURE SERVICES

This document is to serve as an **INTERIM AGREEMENT** for Recreation and Leisure Services between the **HOUSTON PARKS AND RECREATION DEPARTMENT (HPARD)** and \_\_\_\_\_ (dba \_\_\_\_\_), hereinafter referred to as "**CONCESSIONAIRE.**" This agreement will establish an arrangement for the concessionaire to provide **RECREATION AND LEISURE SERVICES** at \_\_\_\_\_ to the citizens of the City of Houston. This agreement will be in effect until HPARD and the concessionaire have signed a Permanent Concession agreement for Recreation and Leisure Services or until HPARD decides to terminate, for convenience, with ten (10) days prior notice.

The concessionaire is to provide recreation and leisure services at \_\_\_\_\_ facilities beginning on the date indicated on the temporary Concession Agreement.

## **TERMS OF AGREEMENT:**

### **1.0 COLLECTION OF PROGRAM FEES**

- 1.1 The concessionaire will charge, and each participant will pay, a Registration Fee to participate in the program in an amount not less than and not more than the aggregate agreed to by concessionaire and HPARD. This fee will be collected by the concessionaire on or before the first class meeting. The concessionaire will not waive, increase or decrease fees without (exception: See Paragraph 1.3) the express prior written consent of the HPARD Director or the Assistant Director of Recreation Operations.
- 1.2 Upon collection of fees, the concessionaire will prepare and sign, in not less than duplicate copies, a fully legible and sequentially numbered receipt for the sum of the payment. The original receipt will be delivered to the paying participant and the other fully legible copy of the receipt will be retained by the concessionaire.
- 1.3 Subsequent to the first class period of the first class week, the concessionaire may permit late registration at any time and will collect a late registration fee in accordance with the following schedule:
  1. After the first class period of the first week and before the last class period of the fourth class week, the fee will be the same aggregate amount specified in Exhibit "A."
  2. After the last class period of the 4th week and before the last class period of the eighth class week, the fee will be two-thirds (2/3) of the aggregate amount specified in Exhibit "A."

3. After the last class period of the eighth class week, and before the last class period of the last class week, the fee will be one third (1/3) of the aggregate amount specified in "Exhibit "A."
- 1.4 The concessionaire will not permit any person to attend any class meeting who is not duly registered or who is in arrears in the timely payment of any program fee.

## **2.0 PAYMENT OF PROGRAM FEES TO HPARD**

- 2.1 The concessionaire will pay HPARD, as concession fees, the aggregate of the following:
  1. Concession Fee: 11.06% of concessionaire's gross program participant fees received or receivable hereunder. The concession fees will be due and payable on or before the 5<sup>th</sup> day of each month for the previous month.
- 2.2 All concession fees will be remitted payable to the "**City of Houston, Texas**" and will be delivered or mailed to the attention of HPARD, 1002 Washington Avenue, Houston, TX 77002, and phone number (832) 394-8805.
- 2.3 Each remittance of concession fees will be accompanied by Concessionaire Remittance Transmittal, Individual Registration Forms, and Class Roster of participants signed by the concessionaire who indicates:
  1. The aggregate number of registration and/or late fees represented by the remittance.
  2. The aggregate amount of the gross receipts represented by the remittance.
  3. The concessionaire's computed dollar amount of the percentage of the gross receipts represented by the remittance then accrued and due to HPARD.
  4. The concessionaire will also include a Monthly Attendance Tracking Form for the reported period.

## **3.0 PROVIDING RECREATION AND LEISURE SERVICES**

- 3.1 The concessionaire will provide approved recreational services to paying class participants weekly as prescribed by "Exhibit A." These classes will be conducted in designated service areas determined by HPARD.
- 3.2 The Concessionaire will require every program participant to complete, and deliver to the concessionaire, individual registration forms prior to the participant's first payment of fees. This form will be personally signed, in the presence of the concessionaire, by

program participant with his or her correct legal name. The original form will be retained by concessionaire. If requested, a true copy may be given to the applicant.

#### **4.0 MARKETING OF PROGRAMS**

- 4.1 It is understood that the development, production and supplying of all forms, promotion and advertising utilized in the program, will be at the sole initiative and cost of the concessionaire, and the form and substance of such will receive prior approval of the HPARD Assistant Director of Recreation Operations.
- 4.2 The Concessionaire will diligently endeavor to promote and advertise the program in order to meet the maximum registration goals outlined in "Exhibit A."

#### **5.0 CLASS SIZE**

- 5.1 The minimum/maximum number of program participants will not be more than the maximum number of participants specified in "Exhibit A."

**IN WITNESS WHEREOF**, this agreement, attachments thereto and all duplicate copies are effective upon execution by all intended parties.

**APPROVED BY:**

**AGREED BY:**

\_\_\_\_\_  
HPARD Supervisor or Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Concessionaire

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address