



Purchasing Department
Finance Group

August 18, 2015

The City of Norwalk, is requesting proposals from qualified persons or firms for the creation and operation of a new coffee & food concession stand at the Norwalk Public Library, One Belden Avenue, Norwalk, CT.

PROJECT DESCRIPTION	OPERATION OF COFFEE / FOOD CONCESSION STAND AT THE NORWALK PUBLIC LIBRARY, ONE BELDEN AVE. BRANCH	
PROJECT NUMBER	3576	Document length - 26 pages
DUE DATE	2:00 PM	September 9, 2015

Candidates will be required to provide:

1. Copies of current certifications as applicable.
2. Insurance Requirements (see Section 3.5).

RFP DOCUMENTS are available upon receipt of this invitation (if not attached) over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. A link to the Adobe site is provided at the bottom of the Internet bid page.

Businesses, without fax or Internet access equipment, may contact the Purchasing Department at 203-854-7712 for any RFP information. Our fax number is 203-854-7817.

A pre-proposal conference for this solicitation shall be held at 10:00am, Wednesday, August 26, 2015 meeting at the circulation desk of the Norwalk Public Library, One Belden Avenue branch location.

Any and all questions concerning the concession stand must be directed, in writing, via e-mail to Gerald J. Foley, Purchasing Agent, gfoley@norwalkct.org or via fax (203) 854-7817. The deadline for the submission of questions is 2:00PM, Wednesday, September 2, 2015.

If, after review of the RFP documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete document, along with your detailed proposal, to the City of Norwalk Purchasing Department by the due date.

Sincerely,

Gerald J. Foley
Purchasing Agent
Telephone 203-854-7712
Fax 203-854-7817
E-mail gfoley@norwalkct.org

SECTION 1 _ RESPONSE FORMS

SPECIAL NOTES ON RESPONDING

ADDENDA information is available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.

SUMMARIES – A list of the consulting firms will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.norwalkct.org> Bid results will not be provided over the phone.

AWARD NOTIFICATION will be issued by mail.

BUSINESSES WITHOUT FAX EQUIPMENT or Internet access may contact the Purchasing Department at 203-854-7712 for this information.

RFP RESPONSES [*One (1) Original + Six (6) copies*] are to be delivered to:

City of Norwalk Purchasing Department
125 East Avenue, Room 103
P.O.Box 5125
Norwalk, Ct. 06856-5125

1.1 RESPONSE FORM #3576 – Operation of the Norwalk Public Library Coffee/Food Concession

Vendor Name _		
Address _		
Phone _	Fax _	Email _
Manager _		Fed ID#

The undersigned hereby declares that he/ she has or they have visited the area proposed for the Public Library Belden Avenue coffee food concession area and satisfied themselves as to the existing conditions, and understands that in signing this proposal that they waive all rights to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that they will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, in accordance with the terms and conditions as set forth in the license agreement as agreed to by the Contractor and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City. Except for financial information identified by the proposer as “confidential”.

A. Initial License Period(s) – Proposed *Annual* Payments to the City

1.	1st year - 11/01/15 thru 10/31/2016	\$
<i>Lump sum bid in words</i>		
2.	2nd year - 11/01/16 thru 10/31/2017	\$
<i>Lump sum bid in words</i>		
3.	3rd year - 11/01/17 thru 10/31/2018	\$
<i>Lump sum bid in words</i>		
4.	4th year - 11/01/18 thru 10/31/2019	\$
<i>Lump sum bid in words</i>		
5.	5th year - 11/01/19 thru 10/31/2020	\$
<i>Lump sum bid in words</i>		

Include with your proposal submission an overview of your concession experience and financial information (audited statements preferred)

Submitted by:

Print Name	Title	Date
Sign Name	Title	Date
Authorized Agent of Company (name and title)		

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

1.2 PROPOSER'S QUALIFICATIONS

If a qualification statement is not on file with Purchasing, or is over one year old, please answer the following questions. Attach a financial statement or other supportive documentation.

1. Number of years in business _ _____
2. Number of personnel employed Part time _ _____, Full _ _____,
3. List the locations of news stand, concession service and or food service facilities operated by the proposer within the last three (3) to five (5) years:

Location & Sq. footage	Dates of Operation [start & end dates]	Contact Person	Phone No.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

Attach any additional information, which demonstrates your qualification for this work including appropriate certifications.

SECTION 2.0 SPECIFICATIONS

2.1 SPECIFICATIONS

The City of Norwalk is requesting proposals from qualified persons or firms for the creation and operation of a new coffee & food concession stand at the Norwalk Public Library, One Belden Avenue, Norwalk, CT.

Proposal submissions shall be based on a license period of five (5) years. Two (2) additional one (1) year options to renew the license agreement may be offered at the discretion of the City of Norwalk. The Belden Avenue library is open seven (7) days a week from October to June and six (6) days a week in the summer season (approximately Memorial Day thru Columbus Day). The Library is open to the public from 9:00am to 8:30pm on Monday, Wednesday, and Thursday. The Library is open from 9:00am to 5:30pm on Tuesday, Friday, and Saturday, and from 1:00pm to 5:00 pm on Sunday from October to June. The minimum daily hours of operation of the coffee / food concession stand will be from 09:00am to 05:30pm Monday-Saturday, and any extension and or alteration to the operating hours shall be subject to prior written approval by the City.

The designated food concession area is an alcove and adjoining space that is presently part of the reading area, housing microfilm readers which will be relocated to another part of the library. The alcove is 4' deep, 7' high, and 14' across. The adjoining space is an area of approximately 6' X 14'. The adjacent reading area is approximately 30' X 26'. It is furnished with comfortable tables and chairs and has a bank of windows that fronts on the Mott Avenue sidewalk. The licensee will be responsible for renovations to the designated food concession area only. All equipment must be approved by the City and must be UL listed and tagged. The licensee shall be solely responsible for obtaining any and all permits.

The Licensee shall have the exclusive use of the designated coffee / food concession area. The area available to the Licensee shall be limited to the concession service area and kitchenettes in the staff room and the auditorium. The Library shall be responsible for all permanent fixtures and equipment, as well as payment for all utility expenses. The Licensee shall be solely responsible for the supply and installation of any and all equipment necessary for the operation of the concession.

Any and all merchandise, food items and beverages for sale shall be subject to prior City review and approval. Pricing of the aforementioned items shall be determined by the Licensee. All food preparation shall be off-site. No food preparation or food warming shall be permitted on-site that would generate an offensive odor within the building. The licensee shall not be permitted to install an ATM or vending machine; or additionally sell any tobacco products and lottery tickets.

Both parties shall have the right to terminate the license agreement with ten (10) business days written notice to the other party.

The licensee shall submit equal quarterly payments of their proposed fee to the City. Any payment received later than five (5) business days of the due date will subject to an assessment of a late fee, not to exceed \$100.00 per late payment.

The Licensee shall indemnify, defend and save harmless the City of Norwalk and shall maintain an insurance policy, naming the City of Norwalk as “Additional Insured” for the following types and amounts of coverage:

- o Commercial General Liability \$1,000,000 personal injuries and property damage and aggregate limit of \$2,000,000.
- o Product liability insurance
- o Workers’ compensation insurance
- o Property damage insurance sufficient to cover the value of the licensed premises.

Interested parties shall submit proposal submissions to the City of Norwalk, Purchasing Department, Room 103, P.O. Box 5125, 125 East Avenue, Norwalk, CT 06856 before the time and date noted on the invitation page. Such Proposal Submissions shall include, at minimum, the following information:

(a) Proposers shall include a brief letter of introduction that provides the legal name of the company (if applicable), along with a current copy of your Firm’s State of Connecticut business license documentation. Such letter shall also include the contact information for the company including, at minimum, contact name, title, local business address, telephone number, fax number and e-mail address. Along with company or individual team member resume(s).

(b) Proposers shall include financial statements showing a success food services’ operation history with projects of a similar nature. The proposer must have been in operation for a continuous period of not less than five (5) years.

(c) Proposers shall include a detailed narrative describing the style / type of news stand concession they plan to operate, including but not limited to, proposed level of services, proposed menu, number of employees, etc. Note: Proposer shall submit with their submission a menu of the proposed food, beverages and merchandise to be offered for sale, along with the proposed pricing of such items sample menu should include with representative prices contemplated for the first year of operation.

(d) Proposers should include a detailed narrative describing their proposed financial arrangement for this project, or such other terms and conditions as the proposer may suggest. At minimum, this narrative should include the proposed license payments, for a three (3) year term.

(e) The Proposer should provide at least three business references with contact names and telephone numbers. The City intends to review the proposals submitted and may elect to invite short list for interviews. Once this short list is developed the City intends to check references submitted.

(f) The proposer shall submit the amount of annual rental payment, as a flat rate as outlined on the response form.

The proposer may include any additional or supplemental information which demonstrates your Firms’ qualification for this assignment.

SECTION 3 _ GENERAL INFORMATION

NOTE: SECTION 3 - GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 08/08/2013 or later on file you may obtain a copy over the Internet at <http://www.norwalkct.org> . Adobe Acrobat reader is required to view this document. If you do not have this software you may down load it from Adobe.

Document number 1002 <http://www.norwalkct.org/documentcenter/view/868>

Exhibit

- Exhibit 1 - Copy of License Agreement

The following document is a sample of a Concession Operator contract produced by the City of Norwalk's Corporation Counsel. Please be advised that this document is not the actual agreement which will be developed for Project #3576.

**AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
.
FOR
USE OF SPACE IN THE BELDEN AVENUE LIBRARY BUILDING
FOR A COFFEE / FOOD CONCESSION OPERATION**

AGREEMENT entered into this _____ day of _____, 2015, between the **City of Norwalk**, Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized, (hereinafter referred to as the "CITY") and _____, a corporation organized and licensed to do business in the State of Connecticut, acting herein by _____, its President, duly authorized, (hereinafter referred to as the "LICENSEE").

WHEREAS, the CITY by a vote of its Common Council on _____, has agreed to allow LICENSEE to use space located in the Norwalk Public Library, One Belden Avenue, for the purpose of operating a concession business under the terms and conditions set forth herein.

I. License Granted -- Responsibilities

1. For the payment of _____, made in equal quarterly payments, the CITY hereby grants permission to the LICENSEE acting as an independent permittee, to use designated space situated in the alcove and adjoining space

areas that are presently part of the first floor reading area within the Norwalk Public Library, One Belden Avenue Branch, (hereinafter referred to as the "SITE"), for the sole purpose of operating a concession business. This business operation shall be subject to the CITY's approval in terms of the products offered and the pricing of the same. The LICENSEE is NOT permitted to prepare or to warm food at the SITE. The LICENSEE, further, shall not sell any smoking materials, including cigarettes, and shall not sell any type of lottery tickets at the SITE.

2. The term of this Agreement is for five (5) years effective November 1, 2015 and expiring at 11:55 p.m. on October 31, 2020. At the full discretion of the City, the agreement may be extended to 11:55 p.m. up to October 31, 2022, through two (2) one (1) years amendments to this agreement.

3. The agreed upon schedule for the operation of the concession during the term of this Agreement shall be 9:00 a.m. through 5:00 p.m., Mondays through Saturdays on such days when the Belden Avenue Library is open to the public - excluding municipal holidays. LICENSEE acknowledges that the Belden Avenue Library Building is maintained open to and accessible by other groups, programs and organizations. Therefore, LICENSEE agrees to cooperate with such other users at all times. LICENSEE's access to the SITE may, from time

to time, be restricted or revised based on safety considerations and/or to accommodate the needs of the CITY, which shall have priority over LICENSEE's use.

4. LICENSEE will be permitted to carry out its business using the equipment and supplies necessary for its activities as approved in writing by the CITY's Public Library Director, Christine Bradley. The CITY will have no responsibility in terms of providing any items or services for the LICENSEE or their other operations. However, LICENSEE shall not bring any equipment, machinery or fixtures onto the SITE without the prior written consent of the CITY acting by its Public Library Director.

LICENSEE shall not overload the floors, nor install any heavy machines or equipment of any kind without prior written consent of CITY, which, if granted, may be conditioned upon moving by skilled, licensed handlers and installation and maintenance at LICENSEE's expense of any other reasonably necessary preconditions.

5. LICENSEE further agrees to comply with any traffic or parking requirements set by the CITY in connection with its use of the SITE hereunder.

6. **ACCOUNTS**

The LICENSEE agrees to pay promptly for all materials and inventory purchased by it and all labor accounts arising out of its operation of the concession at

the SITE. Nothing contained in this section shall mandate payment by the LICENSEE at a date earlier than required by the terms of credit that the LICENSEE may negotiate bilaterally with its vendors. Under no circumstances shall the CITY ever become liable for any debt of the LICENSEE.

LICENSEE covenants that it will keep in respect to the business transacted in, on or from the SITE, the same books and records as may from time to time during the term of this License be generally kept and required in respect to like businesses. LICENSEE agrees that such books and records, in any event, will adhere to good and sound practice, and shall be in compliance with generally accepted accounting principles.

II. Care And Maintenance Of SITE

1. LICENSEE hereby acknowledges and represents that its agents and/or representatives have visited and inspected the SITE and are personally familiar with all of its conditions and characteristics. Based on such personal investigation, LICENSEE acknowledges that the SITE is acceptable as is in its present condition for its intended use. Therefore, LICENSEE agrees to accept the SITE "as is" in its current condition; to assume responsibility for its use of the SITE, and for all individuals who may come onto or use the SITE in connection with its operations. Additionally, LICENSEE agrees to assume any and all risks

that may arise out of or in connection with its use of the SITE, including risks related to the condition and/or characteristics of the SITE.

2. LICENSEE covenants with the CITY that it will commit no waste on or to the SITE, or injure or misuse the same, or make alterations therein, or use the SITE or allow the same to be used for any purpose other than in strict conformity with the terms and limitations stated herein. Upon the expiration or earlier termination of this Agreement, LICENSEE shall leave the SITE in as good condition as it is now, ordinary wear and damages by the elements expected.

3. The LICENSEE shall, at all times, ensure that the highest quality of service is provided and must keep all areas in and around the SITE clean, sanitary and orderly. All rubbish, waste, garbage, and recycling articles shall be kept in suitable containers and shall be removed from the SITE and properly disposed of each day. The CITY has the right but not the obligation or responsibility to object to the conditions of the SITE, as well as to the quality and character of any of the LICENSEE's services. Any deficiency found, including lack of courtesy to the public and patrons of the concession, shall be called to the attention of the LICENSEE and shall be immediately corrected. Any continued or repeated deficiency shall constitute a breach of this License Agreement.

4. If the SITE, or any portion thereof or any portion of the Norwalk Public Library Belden Avenue Building is in any way damaged by the actions, default or negligence of the LICENSEE, or of either of LICENSEE's agents, employees, patrons, volunteers, guests, or any person admitted to the SITE by or with the knowledge of the LICENSEE, the LICENSEE will pay to the CITY, upon demand, such sum as may be necessary to restore the SITE to its present condition. The LICENSEE hereby assumes full responsibility for the character, acts and conduct of all the persons admitted to the SITE, by or with their consent or by or with the consent of any of LICENSEE's employees, volunteers, agents, or any person acting for and on behalf of either of the LICENSEE.

5. LICENSEE shall be responsible for keeping the SITE in an orderly and safe condition at all times. LICENSEE shall take all reasonable measures to prevent unauthorized access of the SITE by persons not involved in its activities, and shall be responsible for all equipment, staff and utilities necessary for its activities. The LICENSEE shall obtain written approval from the CITY's Building and Facilities Manager prior to placing any signs on, in or around the SITE. LICENSEE shall be responsible for all signs erected by it and shall keep and maintain the same in good condition. Upon the expiration or termination of this Agreement LICENSEE shall

remove all signs erected by it and restore the area to its original condition.

6. LICENSEE will observe and comply with reasonable rules and regulations as the CITY may prescribe related to the safety, care and cleanliness of the Public Library Belden Avenue Building, and the comfort, quietness and convenience of other occupants. Additionally, the operation of the concession and all products sold and services offered by or on behalf of the LICENSEE must comply fully with all applicable Federal, State and local health, food and drug and recycling laws, ordinances and regulations.

The CITY reserves the right, through its Health Department, to inspect at any time the SITE, any article of food and drink offered for human consumption and the sanitary handling of the same, including the persons responsible for handling and vending the same.

All of the terms, covenants and conditions of this License are subject to and conditioned upon the continued ability of the LICENSEE to obtain and maintain, at its sole cost, all necessary permits and licenses from all applicable governing entities, including the State of Connecticut and the City of Norwalk, pertaining to the operation of the concession hereunder. LICENSEE agrees to promptly apply for such permits and licenses upon the execution of this License Agreement and to diligently pursue such applications to

approval. If the LICENSEE fails to obtain any such permit or license within ninety (90) days from the date of execution of this License Agreement, or if it fails to continually maintain in effect any such required permit or license throughout the operation of its business hereunder, this License Agreement shall be null and void and have no further effect and all sums paid hereunder shall be returned without diminution or interest.

LICENSEE shall not:

a. Commit any nuisance on the SITE or do or permit to be done anything which may result in the creation or commission of a nuisance on the SITE.

b. Cause or produce or permit to be caused or produced upon the SITE or to emanate therefrom any unusual, noxious or objectionable noise, other than that which is customary and usual given the activities permitted hereunder.

7. The CITY shall have the right, acting by its employees and agents, to enter the SITE at any time upon reasonable notice to LICENSEE under the circumstances (except no notice shall be required in the case of maintenance or any emergency) for any purposes which the CITY may deem necessary. In addition, the CITY shall have the right to take all necessary materials and equipment into the SITE when performing such necessary repairs and maintenance. Any entry and activity by the CITY, as permitted this Paragraph, shall

not entitle LICENSEE to any claim, shall not constitute an eviction of LICENSEE and shall not in any way violate the permission hereby granted or any provision hereof.

III. Insurance And Indemnification

1. Throughout the term hereof and any extension period, LICENSEE shall, at its sole cost and expense, maintain the following insurance coverages:

a. Commercial General Liability insurance with a minimum amount of ONE MILLION DOLLARS (\$1,000,000.00) coverage covering all its operations, activities and all participants thereof with TWO MILLION DOLLARS (\$2,000,000.00) aggregate for all damages and injuries suffered during the policy period. Such coverage shall include bodily injury, accidental death, property damage liability and personal injury, and the policy shall be endorsed to name the City of Norwalk as an additional insured.

b. Workers' Compensation insurance for all its employees in such form and with such limits as required by the Workers' Compensation laws of the State of Connecticut.

c. Fire and Property damage insurance sufficient to cover the replacement value of the SITE, all fixtures, equipment, and other material owned by the LICENSEE, including stock for sale or retail contained therein.

d. Product liability insurance in a minimum amount of Five Hundred Thousand Dollars (\$500,000.00) per

occurrence and One Million Dollars (\$1,000,000.00) for total damages and liability sustained during the policy term.

The CITY may, from time to time, reasonably amend the required types and amounts of insurance coverage by written notice to LICENSEE and LICENSEE shall diligently comply by meeting the requirements of any such changes. LICENSEE shall be responsible for payment of all costs and deductibles associated with the required insurance policies.

The policies shall contain an express agreement of the insurance company providing the same, that such policies shall be primary in respect to any coverage that the CITY may carry. The parties hereby acknowledge that the CITY shall in no way be held liable for any of the operations of the LICENSEE or risks assumed by LICENSEE by its use of the SITE.

All insurance shall be provided by a company or companies authorized to do business in the State of Connecticut of recognized financial standing and having a Best Guide rating of no less than A-VIII.

A certificate evidencing such insurance shall be provided to the City of Norwalk Office of Corporation Counsel on or before the commencement of this License, and shall be endorsed to name the CITY as an additional insured, and loss payee as its interests may appear. The certificate of insurance shall provide that there shall be no modification or cancellation of any such coverage or policies unless

thirty (30) days prior written notification of the same is given to the CITY's Corporation Counsel. LICENSEE agrees to require its general liability insurance carrier to waive any right of subrogation against the CITY with respect to any covered loss arising out of LICENSEE's use, of the SITE to the extent of any insurance proceeds paid under such policies.

LICENSEE agrees that all personal property brought onto the SITE by either of them or their employees, agents, LICENSEE's volunteers or invitees shall be at the sole risk of LICENSEE. The CITY shall not be liable for theft thereof or of any money deposited therein or for any damages thereto; or any injury or death as a result of theft or attempted theft, such theft or damage being the sole responsibility of LICENSEE.

2. The LICENSEE shall indemnify, defend, and save harmless the CITY, and its officers, agents, volunteers and employees, from any and all suits, actions, claims, demands, financial losses and liabilities (including attorney's fees), of any character, name or description arising out of the LICENSEE's use of the SITE; its conduct of any activities incident thereto; or on account of any act or omission, neglect or misconduct of the LICENSEE, their agents, officers, employees, volunteers, guests or others admitted to the SITE. The provisions of this paragraph shall not be

limited by the insurance coverage provided hereunder and shall survive the termination of this Agreement.

IV. Facility Requirements

1. If an accident does occur on the SITE, LICENSEE shall file such an accident report on the required forms no later than the next business day. Such form(s) shall be presented to the Office of the Building and Facilities Manager for the CITY and to the CITY's Risk Manager's Office.

2. LICENSEE shall observe and enforce all applicable regulations concerning the use of the SITE. In particular, smoking is not permitted anywhere in the Public Library Belden Avenue Building.

3. The CITY agrees to furnish heat, electricity and light to the SITE, but assumes no responsibility for any failure to deliver such services due to electrical or mechanical derangements or conditions beyond its control.

V. Termination

Either party may at any time and for any or no reason terminate this Agreement and all rights and permission hereby granted, including a violation by LICENSEE of their obligations and responsibilities arising hereunder. Termination will be effective upon fourteen (14) days prior written notice as specified herein. The parties understand that no written demand, Notice to Quit, or re-entry for condition broken shall be required to enable the CITY to recover possession of the SITE. Instead, whatever right the LICENSEE may have to such is hereby expressly waived. Any termination by the CITY under this provision shall not give rise to any cause of action or claim for damages against the CITY.

VI. VACATING PREMISES

1. Upon termination or expiration of this Agreement, the LICENSEE agrees to vacate the SITE and remove any items of equipment or furnishings it may own within ten (10) days from the effective date of termination. Upon the LICENSEE's taking possession of the SITE, the LICENSEE and the CITY's Building and Facilities Manager, or his representative, will make a record of all such items that have been brought onto the SITE by the LICENSEE, the ownership rights to which the LICENSEE will retain. This record shall be signed by both parties and only those items listed may be removed by

LICENSEE upon the expiration or earlier termination hereof. This record may be updated at any time the LICENSEE brings new or additional items onto the SITE. Any updated listing shall be signed by both parties. Anything incorporated into the SITE or affixed thereto shall become part of the SITE and shall not be removed by the LICENSEE.

VII. General Provisions

1. The LICENSEE, its agents, representatives and employees shall not discriminate against anyone, under any circumstances, on account of race, creed, color, sex, age, sexual orientation, or national origin. The LICENSEE further agrees that it shall perform all hiring in accordance with all of the pertinent Federal, State and local laws and regulations concerning non-discrimination and fair labor practices.

2. If any provision of this Agreement of any application hereof to any person or circumstances shall, to any extent be invalid, the remainder of this Agreement or the application of any provision to persons or circumstances other than those to which or to whom it is held invalid shall not be affected. Each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

3. No amendment, alteration, or modification of this Agreement shall be effective or binding upon either party unless it is in writing and signed by both parties.

4. The failure of the CITY to seek redress for any violation of or to insist upon the strict performance of any of the terms of this Agreement or any of the rules and regulations set forth herein or hereinafter adopted by the CITY, shall not waive the effect of any requirement imposed on LICENSEE hereunder of or excuse any subsequent act, omission or violation, required by this Agreement.

5. The parties acknowledge that the CITY allows persons and organizations not related to LICENSEE to use the SITE for various purposes. LICENSEE shall not be responsible for any damage to the SITE not caused by LICENSEE or any participant in any of LICENSEE's programs or activity hereunder.

6. LICENSEE shall not assign this Agreement, nor suffer any use of the SITE other than herein specified, and shall not sublet the SITE or any part hereof without the specific, prior written consent of the CITY. Moreover, the LICENSEE shall not independently permit or allow any vending, solicitation or sales by any other person or entity not specifically authorized to do so, in writing by the CITY to take place anywhere from, in or around the SITE as described herein. Nor shall LICENSEE use or permit any use of the SITE

or its fixtures for any purpose other than that expressly stated herein without the specific, prior written approval of the CITY, acting by its Building and Facilities Manager.

7. LICENSEE covenants and agrees that no accumulation of boxes, barrels, packages, waste papers, or other articles shall be permitted in or upon the SITE at any time.

8. The SITE provided may be altered or changed in location by the CITY, upon reasonable prior notice to LICENSEE.

9. LICENSEE is responsible for any damage caused to the SITE. Repairs shall be made by the CITY at LICENSEE's expense.

10. This Agreement incorporates all the understandings of the parties hereto and supercedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

VII. Corporate Acknowledgement And Representations

The undersigned, on behalf of the LICENSEE, hereby represents to the CITY as follows:

(a) That he/she has, and has exercised, the necessary power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder on behalf of the LICENSEE;

(b) That this Agreement is duly executed and delivered by him/her as an authorized agent of the LICENSEE hereunder; and

(c) This Agreement, therefore, constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions upon and against the LICENSEE.

VIII. Notices

Notices given under this Agreement shall be mailed or delivered to the individuals listed below and shall be considered given upon receipt thereof.

FOR THE CITY OF NORWALK:

Mario F. Coppola, Esq.
Corporation Counsel
City Hall, P. O. Box 798
Norwalk, Connecticut 06856-0798

FOR THE LICENSEE:

Dated at Norwalk, Connecticut, the day and year first
above written.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' Signatures

CITY OF NORWALK

Duly Authorized

By: _____
Harry W. Rilling
Its Mayor

Date signed: _____

Witnesses' Signatures

By: _____
.
Its President
Duly Authorized

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____