



535 B Lakeview Plaza Blvd | Columbus OH 43085
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SuperGames

Food Management Contract

Scope of Work: SuperGames to assist and manage food vendors for community event with the City of Mason, Ohio on July 3, 2016 hereto named Red, Rhythm & Boom. SuperGames will provide City of Mason with quality food vendor application that will allow SuperGames to research, solicit, negotiate and contract with set number of food vendors. Upon formally contracting said food vendors, SuperGames will continue to work with The City of Mason in providing a working layout with all legal, safety and other precautions necessary to distinct food vendor area. SuperGames staff will be formally assigned to food vendor area and will be available to manage food vendors both days leading up to event (if deemed necessary), the day of the event and after if required and agreed to. It is understood that all food vendor fees will be paid directly to SuperGames. These fees will be used to provide electrical, water and miscellaneous expenses as deemed necessary for all food vendors contracted to provide services (as detailed within Food Vendor Application) at Red, Rhythm & Boom. SuperGames to contract directly with electrical, water and other miscellaneous vendors for necessary services and needs.

Indemnification: SuperGames agrees to defend, indemnify, and hold Mason City Schools and the City of Mason harmless from any and all claims, actions, lawsuits, damages, liability and expense (including, but not limited to, attorneys' fees and costs) arising from loss, damage, death, or injury to persons or property occurring in, during, or arising from the performance of this agreement and the obligations incurred herein.

Insurance: SuperGames shall maintain for the duration of the contract Commercial General Liability insurance, for bodily injury and property damage, and including products-completed operations coverage, in an amount not less than \$5 million per occurrence. Mason City Schools and The City of Mason and its officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of SuperGames. For any claims under this contract, SuperGames' insurance coverage shall be primary as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of SuperGames' insurance and shall not contribute with it. No less than 14 days prior to commencing activities under this agreement, SuperGames shall provide Mason City Schools and the City of Mason a certificate of insurance verifying coverage. City of Mason reserves the right to require at any time complete certified copies of insurance policies, including amendatory endorsements, effecting coverages required herein.

Term: March 11, 2016 – July 3, 2016 (or upon the conclusion of agreement between SuperGames and the City of Mason, Ohio). Contract shall not exceed 120 hours. If contract exceeds 120 hours prior to completion or conclusion, than SuperGames and City of Mason shall agree to additional hours with an added addendum to this contract stating such.

Hourly Rate: \$40.00/hr

SuperGames to invoice City of Mason bi-monthly with a breakdown of items accomplished and hours devoted to these tasks. City of Mason may terminate this agreement at any time and will

Agreed By

 5-7-16

SuperGames

Date

 5-6-16

Eric Hansen

Date

Gary Moore, Ph.D. CEO

or otherwise authorized City of Mason Representative