

DETROIT RIVERFRONT  
CONSERVANCY

# PUBLIC SPACE CONCESSIONS RFP



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RIVERFRONT  
CONSERVANCY



The Detroit Riverfront Conservancy (DRFC) is pleased to invite local food and beverage concessionaires to submit a Proposal in response to this Request for Proposals (“RFP”). The DRFC is seeking a trusted partner to deliver high-quality food and beverage concessions services in public spaces managed by the DRFC.

The Detroit Riverfront Conservancy is the nonprofit organization responsible for the development, operations, security, fundraising, and programming of the Detroit Riverwalk and associated green spaces, including the Dequindre Cut, Southwest Greenway, Archer Greenway, and the newly-opened Ralph C. Wilson Jr. Centennial Park. The Detroit Riverwalk and associated greens are some of the most visited public spaces in Michigan, with more than 3 million visitors each year.

The Conservancy welcomes responses from concessionaires that offer innovative and unique approaches to public space concessions. A future concessions partner will value providing a welcoming, enjoyable, and consistently high-quality visitor experience across our riverfront parks and greenways. In collaboration with DRFC, together we will enhance public amenities, elevate guest satisfaction, support local business participation, and activate public spaces through high-caliber culinary and beverage offerings.

#### **RFP SUMMARY:**

The purpose of the RFP is to demonstrate the background, qualifications, competence, and capability of a Concessionaire company (“Vendor”) to undertake the food and beverage concession services for the DRFC. This summary of terms, deadlines, and requirements specific to the RFP is set forth for your immediate reference and convenience only.

#### **Vendor Information and Qualifications**

##### **Type of Vendor:**

Licensed **food and beverage concessions operator** capable of providing food service, mobile concessions, beverage service (including alcoholic beverages where permitted), and operational management for DRFC public spaces and/or events.

##### **Vendor Team:**

The Vendor shall retain, supervise, and coordinate the activities of as many sub-contractors as necessary to provide the full range of food, beverage, mobile vending, and concessions management services (“Vendor Team”). The DRFC may award one or more contracts for management and oversight of all functions described in the Scope of Services (Appendix A, Exhibit 1). Partnerships with culinary providers, beverage operators, and specialty vendors are permitted, but the Proposal must identify a primary contracting entity and designate all other entities as subcontractors.

##### **Vendors or Vendor Teams must demonstrate:**

1. A minimum of **three (3) years of experience operating food and beverage concessions** in parks, public spaces, festivals, stadiums, mixed-use developments, restaurants, public schools or similar environments.
2. A minimum of **three (3) years of experience managing alcohol service**, demonstrating an ability to manage inventory, ordering, and high-quality service.
3. Demonstrated experience **managing food and beverage service at large public events**.
4. Appropriate licensing and permitting to operate food and beverage service in the State of Michigan, including the ability to meet all local health department, alcohol service, and business compliance requirements.

**Selection.** The DRFC will evaluate each Respondent's Submission based on the criteria as set forth herein. The DRFC may request additional information, clarifications, and/or an interview with one or more Respondents' Vendor Teams before entering a Contract for Services. The selected Respondent, if any, will be the Respondent whose proposal is most advantageous to DRFC's goals.

**Selection Criteria may include:**

1. Evidence that the Vendor Team retains the capacity to perform the full Scope of Services laid out below and has the experience described herein
2. Relevance of the Vendor Team's experience and reference submissions from current and former projects, with clear evidence of high quality service delivery, excellence, and creativity in contexts similar to the Scope of Services details
3. Experience operating food and beverage concessions in public, outdoor, or high-traffic environments.
4. Description of innovative ways to provide food and beverage services at park locations with and without dedicated facilities
5. Demonstrated ability to create high-quality guest experiences through menu design, hospitality, and customer service.
6. Strength of operational plan including food safety, inventory management, staffing, training, and compliance.
7. Proposed staffing model including on-site management and reporting capabilities.
8. Sourcing strategy emphasizing **local Detroit-based suppliers, staff, and businesses**.
9. Experience working in highly visible public environments with multiple stakeholders.
10. Innovation in concessions (e.g., sustainable packaging, local vendors, creative menus).
11. Ability to recruit and train Detroit residents.
12. Demonstrated customer service excellence.
13. Quality of management structure and organizational chart.



14. Financial stability and capacity to support year-round or seasonal service at one venue.
15. Understanding of DRFC's mission and guest-experience standards.
16. Quality and thoroughness of the Submittal.
17. Best financial value and revenue model for the DRFC.
18. Detroit-based business presence preferred.

**RFP Schedule.**

DATE(S) *	PROJECT
Wednesday, January 28, 2026	<ul style="list-style-type: none"><li>• Publish Concessions RFP</li></ul>
Wednesday, February 11, 2026	<ul style="list-style-type: none"><li>• Virtual Site review</li></ul>
Thursday, February 12, 2026	<ul style="list-style-type: none"><li>• Questions due</li></ul>
Wednesday, February 18, 2026	<ul style="list-style-type: none"><li>• Vendor Proposals due</li></ul>
February 18- 3.8, 2026	<ul style="list-style-type: none"><li>• Proposal Review</li><li>• RFP Committee Review &amp; Decision</li></ul>
Wednesday, March 11, 2026	<ul style="list-style-type: none"><li>• Vendor is notified of contract award</li></ul>
May 2026	<ul style="list-style-type: none"><li>• New Vendor start date</li></ul>

**Proposal Submission and Questions.** Questions on the RFP and proposal submissions shall be directed to:

**DRFC RFP MANAGER:**

Rachel Frierson, Chief Operating Officer  
600 Renaissance Center, Suite 1720, Detroit, MI 48243  
[Rachel.frierson@detroitriverfront.org](mailto:Rachel.frierson@detroitriverfront.org)

**Statement of Interest.** All interested respondents (each, a "Respondent") are encouraged to send a brief Statement of Interest and any preliminary questions to the DRFC Contact Person via email (indicate "DRFC Concessions RFP" in the subject line). Interested respondents who **submit a Statement of Interest by February 10, 2025** as indicated, will receive electronic notifications regarding this RFP process if any are issued.

**Questions.** Any questions regarding this RFP should be submitted via email to the Contact Person by February 12, 2025. A list of questions and responses will be distributed to all potential bidders on Monday, February 13, 2025. Respondents may not contact other executives, managers, employees, or vendors of the DRFC regarding the RFP and/or Concessions Services without permission of the Contact Person.



## **Responses.**

Responses to this RFP are due by February 18, at 5pm. **RFPs must be submitted as a single PDF to [RFP@detroitriverfront.org](mailto:RFP@detroitriverfront.org) by 5pm on February 18.** Late and incomplete submittals may be rejected at the sole discretion of the DRFC.

The Services to be performed are defined and outlined below, along with the anticipated dates for execution of a contract with the Vendor, if one or more is selected pursuant to this RFP, a form of which is attached hereto (the "Contract" or "Contract Draft"), and the anticipated Contract Term

## **GENERAL REQUIREMENTS**

### **2.1 Services to be Performed**

This RFP is for the provision of Concession Services in several locations along the riverfront within the City of Detroit, Michigan. The Vendor shall perform the Services as described in the Scope of Services (Appendix A) pursuant to the terms of the proposed Contract (Appendix A). Prior to submitting your Submission, please be sure to review and fully understand the Scope of Services and the proposed Contract.

The Scope of Services will entail the design, implementation, maintenance, and refinement of Concession Services in public spaces and/or for events managed by the DRFC or its affiliates or vendors. Areas are generally depicted in (Appendix A) but may be modified from time to time. The Scope of Services will also entail ongoing monitoring, reporting and program adjustments in order to provide the best program and customer service to the DRFC and other stakeholders.

### **2.2 Staffing**

**2.2.1 Personnel.** The Vendor shall, at its own expense, employ all personnel and retain all Subcontractors (including the Subcontractors on the Vendor Team, if any) as required to perform the Services, and shall be solely responsible for their work, compensation, direction and conduct during the Contract Term. The Vendor and its Subcontractors will be expected to cooperate fully with the DRFC personnel. Respondents shall submit resumes of its lead personnel and those of its Subcontractors who will supervise the delivery of the Services. The Respondent, if selected, will be expected to use substantially the same personnel and Subcontractors described in the Submission to perform the Services. All personnel selected by the Vendor as required under the Contract shall be employees or approved Subcontractors of the Vendor and not of the DRFC.

**2.2.2 Subcontractors.** To the extent that the Vendor is authorized under the Contract to enter into subcontracts for specialized services in connection with the performance of the Services, such authorization shall be subject to the prior written approval by the DRFC of such Subcontractor (other than members of the Vendor Team which have been previously approved).

The Vendor, and not the DRFC, will be responsible for the Subcontractor's work, acts, and omissions. Respondents are directed to the Contract Draft for further information as to the requirements regarding subcontracting under the Contract.



**2.2.3 Person in Charge.** Respondent shall identify the member of the Vendor Team's staff who will have primary responsibility to supervise and coordinate the performance of the Services. Vendor should also provide a detailed organization chart around leadership and roles.

### Compensation

Subject to and in accordance with the final terms of the Contract, The DRFC shall compensate the selected Vendor as follows:

**In General.** Under the Contract, the Vendor will agree to pay to the DRFC 15% of the Gross Sales at each venue minus sales tax and transaction fees over the Contract Term to be negotiated between the DRFC and the selected Vendor. DRFC will sign a separate Bar Management Contract with the Vendor for Services in which DRFC will provide 10% of all bar sales and pay the Vendor for staffing and management services.

**Payments.** To receive payment for Services, the Vendor will be required to submit a monthly invoice setting forth in detail, for the period for which payment is requested, the Services actually rendered during that period itemized by location and, where applicable, by event, and the amount of payment requested and due therefor. Invoices may not be submitted more than once per month. All Invoices shall be subject to review by the DRFC, verification, and approval, and all payments shall be conditioned upon the DRFC's sole determination that all Services have been performed satisfactorily and in accordance with the terms of the Contract. Vendor shall pay DRFC monthly for Gross Sales revenue 30 days after each month ends.

**Sales and Use Tax.** DRFC is exempt from state and local sales and use tax. SUCH TAXES SHALL NOT BE INCLUDED IN PROPOSALS or in invoices submitted under the Contract, and, unless otherwise agreed in writing, Vendor shall pay any and all taxes, excises, assessments or other charges of any kind levied by any governmental authority in connection with the Contract and any Services provided thereunder including, but not limited to, any such governmental charges of any kind levied on the production, transportation, sale or lease of any equipment, supplies, materials or other property or services of any kind used or transferred in the performance of the Services. Vendor and all members of the Vendor Team shall hold the DRFC harmless from the payment of any and all such taxes, contributions, penalties, excises, assessments or other governmental charges. The DRFC will provide the selected Vendor with appropriate sales and use tax exemption certificate evidencing the DRFC's tax-exempt status.

### Contract Conditions

**In General.** The acceptance of any proposal and selection of any Vendor shall be subject to, and contingent upon, the execution by the DRFC of a Contract substantially in the form of the Contract Draft annexed hereto. The DRFC shall not be bound to the terms of the Contract Draft but shall use such form as a basis of negotiating a final Contract with the selected Vendor, if any.



**Specific Terms.** The Contract shall contain, among other terms, certain provisions required by law and by policies of the DRFC including, without limitation, the following providing that the Vendor:

- Shall defend, indemnify, and hold harmless the DRFC against any claims or damages relating to its acts and omissions;
- Shall maintain financial and other records relating to the Contract, including, without limitation, payroll records, for a period of seven (7) years from the end of the Contract Term, and shall make such records available for inspection and audit;
- Shall maintain insurance as specified in the Contract with insurers licensed or authorized to provide insurance and in good standing in the State of Michigan, such policies to be in a form acceptable to, and include any conditions reasonably required by the DRFC as additional insureds;
- Shall be licensed to conduct business in the State of Michigan;
- Shall represent and warrant that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Services as set forth in the Contract. Further, the Vendor must agree that it shall employ no person having such a conflict of interest in the performance of the Services; and
- Shall agree to Wayne County as the venue in any legal action or proceeding between the Vendor and the DRFC.
- Respondents are directed to the Contract Draft (Appendix D) for the language of the provisions referred to in the foregoing paragraphs.

#### **General Conditions, Terms, Limitations and Requirements**

**Proposal as Offer to Contract.** Unless a specific exception is noted, submission of a proposal in response to this RFP shall constitute an offer on the part of the successful Respondent to execute the Contract substantially in the form annexed hereto. Any supporting documents or other items attached as exhibits to this RFP shall be incorporated into the Contract. The successful Respondent shall cooperate in supplying any information as may be required. Respondent's proposal shall remain open for acceptance by the DRFC and shall remain firm and binding upon the respondent for at least 90 days after the date on which the proposals are received by the DRFC, except that the DRFC may by written notice to the Respondent extend that date for an additional 45 days.

**News Releases.** Recipients of this RFP shall make no news or press release pertaining to this RFP, or anything contained or referenced herein without prior written approval from the DRFC. All news and press releases pertaining to this RFP must be made in coordination with the DRFC.



**Investigations/Derogatory Information.** The Respondent, the members of its Vendor Team, and all officers, principals, principal shareholders, partners and members thereof, if applicable, may be requested to complete a background questionnaire and may be subject to investigation by the DRFC. The Respondent may be rejected or revoked in the DRFC's sole discretion in the event any derogatory information is revealed by such investigation including, without limitation, that any such persons is determined:

- To have been convicted of a misdemeanor and/or found in violation of any administrative, statutory or regulatory provisions in the past five (5) years;
- To have been convicted of a felony and/or any crime related to truthfulness and/or business conduct in the past ten (10) years;
- To have any felony, misdemeanor and/or administrative charges currently pending;
- To have received written notice of default in payment to the City of Detroit of any taxes, sewer rents or water charges, unless such default is then being contested with due diligence in proceedings in a court or other appropriate forum; or
- To have received written notice of violations from the City of Detroit Buildings, Safety Engineering and Environmental Department (BSEED), Department of Health or Human Resources Department in the last 2 years.

**Costs.** The DRFC shall not be liable for any cost incurred by the Respondent in the preparation of its Submission(s) or for any work or services performed by the Respondent prior to the execution and delivery of the Contract. The DRFC is not obligated to pay any costs, expenses, damages or losses incurred by any Respondent at any time unless the DRFC has expressly agreed to do so in writing.

**DRFC Rights.** This is a "Request for Proposals" and **not** a "Request for Bids." The DRFC shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contrary contained herein, the DRFC reserves the right to take any of the following actions in connection with this RFP: amend, modify or withdraw this RFP, waive any requirements of this RFP, require supplemental statements and information from any respondents to this RFP, award a contract to as many or as few or none of the respondents as the DRFC may select, to award a contract to entities who have not responded to this RFP, accept or reject any or all proposals received in response to this RFP, extend the deadline for submission of proposals ("Submittals"), negotiate or hold discussions with one or more of the Respondents, permit the correction of deficient proposals that do not completely conform with this RFP, waive any conditions or modify any provisions of this RFP with respect to one or more Respondents, and/or reject any or all proposals and cancel this RFP, in whole or in part, for any reason or no reason, in the DRFC's sole discretion.



The DRFC may exercise any such rights at any time, without notice to any respondent or other parties and without liability to any Respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise. All Submittals become the property of the DRFC.

**Applicable Law.** This RFP and any Contract, Subcontract or any other agreement resulting henceforth shall be governed by the laws of the State of Michigan, and are subject to all applicable laws, rules, regulations and executive orders, policies, procedures and ordinances of all Federal, State and City authorities, as the same may be amended from time to time, including without limitation, equal employment opportunity laws.

#### **Modifications and Questions.**

The DRFC will advise Respondents of any modifications to this RFP by posting them on its Website <https://www.detroitriverfront.org/plan-your-visit/visitor-info/vendor-services> Nothing stated at any time by any representative of the DRFC or of any other entity shall effect a change in or constitute a modification to this RFP unless posted on the website or confirmed in writing by the DRFC.

Respondents may submit questions and/or request clarifications from DRFC by submitting them *in writing* to the Contact Person at the Contact Person's email address listed in the RFP Summary. All questions and requests for clarification must be submitted no later than [insert date]. Questions and requests for clarification submitted after [insert date] will not be answered.

Respondents are reminded to check the Website: <https://www.detroitriverfront.org/plan-your-visit/visitor-info/vendor-services> periodically to view updated information and answers to questions posed by other Respondents.

While the DRFC may send Notices, Addendum or other information related to this RFP to Respondents via email alerts or otherwise in writing, such email alerts and other written materials shall be considered courtesy copies only. In the event any conflict exists between any information set forth on the Website and any Notice, Addendum or other information provided to a respondent by the DRFC in writing via email or otherwise, the information set forth on the Website will govern and be definitive. The DRFC is not obligated to provide a Respondent with any Notices, Addendum or other information that appears on the Website in writing, and the fact that the DRFC may have sent one or more emails, Notices, Addendum or other written information to a respondent shall not be deemed to imply that the DRFC has any duty or obligation to continue to do so.

**Brokerage Fees or Commissions.** The DRFC shall not be obligated to pay any fee, cost or expense for brokerage commissions or finder's fees with respect to the execution of the Contract. The Respondent agrees to pay the commission or other compensation due to any broker or finder in connection with



the Contract, and to indemnify and hold harmless the DRFC from any obligation, liability, cost and/or expense incurred by the DRFC as a result of any claim for commission or compensation brought by any broker or finder in connection with the Contract.

**Additional Work.** During the Contract, the DRFC, at its sole discretion, may choose to work with the selected Vendor and/or hire its services for projects other than the Scope of Services or projects that exceed the Scope of Services described herein. The DRFC's decision to do so may be based on the firm's relevant experience and its successful performance under the Contract.

**Proposals From Principals.** Only proposals from principals will be considered. Individuals in representative, agency or consultant status may submit proposals only at the direction of certified principal where the principals are solely responsible for paying for such services.

**Disclaimer.** The DRFC and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the DRFC does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by Respondents or potential Respondents in connection with or otherwise related to the RFP.

#### **Submission and Requirements:**

**Vendor Information and Confirmation of Compliance with RFP Requirements.** A cover letter with the following information regarding the Vendor included and numbered:

1. Signature of Authorized Representative or Vendor or Vendor Team;
2. Firm name and address;
3. Contact person including name, telephone number, email address, and identity of the Vendor Team's staff, if different, who will have primary responsibility to supervise and coordinate the performance of the Services;
4. Location and size of local and national offices (if any);
5. Name of parent company (if any);
6. Company's Federal ID number;
7. Number of years in business;
8. Estimated value or total compensation for services deployed for a single year of service;
9. Legal structure (including whether privately or publicly held), incorporation information, and corporate structure;
10. Assertion that Vendor has financial stability and resources to deliver Scope of Services as proposed in the Submission. Documentation of financial stability and resources, including



recent audited financial statements, may be required of Selected Vendor before a Contract is extended;

11. Applicable licenses and permits currently held (if any); and
12. List of commercial general liability insurance policies held in conjunction with current contracts for programs similar to that described in the Scope of Services (if any). Include details of policy limit amounts and describe/explain any claims that have been made on any of these policies within the last three (3) years.
13. The Respondent shall make the following statements and representations as part of its Submission:
  - a. That the Respondent has examined all parts of this RFP, including the Contract Draft and the Scope of Services in Appendix A, and all terms and conditions hereof.
  - b. That the Respondent agrees to obtain and maintain throughout the Contract Term and any extensions all necessary approvals, permits and/or licenses required by law or regulation for the performance of the Services.

**Subcontractor Information.** *If Applicable* - A list of Subcontractors, if any, that would be part of the Vendor Team. Include the following information regarding each Subcontractor:

1. Firm name and address;
2. Contact person including name, telephone number and email address;
3. Location and size of local and national offices (if any); and
4. Name of parent company (if any).

**Experience and References.** An account of the Vendor Team's relevant experience:

1. List relevant experience as required in Part I, Section 4.2.2.3 in order to qualify with the terms of this RFP, including:
  - a. Written descriptions, with supporting photos and graphics, of examples of services or scopes of work currently provided by the Vendor Team that are similar in context to the Detroit Riverfront. For each description, please include a reference contact name, email address, and phone number;
  - b. List current projects where the Vendor Team has responsibility for purchasing and maintaining equipment and customized uniforms in a manner similar to that described in the Scope of Services; and
  - c. Written descriptions of up to three projects where the Vendor has overcome major internal challenges and problems. Describe the nature of the problem and the solution to the problem. Please include a reference contact name, email address and phone number of an individual familiar with the situation described.
  - d. Detailed examples of training employees, concession management, and retention numbers for part time employment

- e. Implementation of any technology experience that has reduced human man power and led to improved KPIs.
- 2. Description of the Vendor Team's experience in the City of Detroit and in Michigan (if any);
- 3. List of public, private or non-profit organizations in the Detroit metropolitan area with whom members of the Vendor Team currently has contracts; and
- 4. Any pending litigation to which any member of the Vendor Team is a party.

**Vendor Team supervisory personnel information.** Provide an organization chart indicating the level of responsibility of all personnel who are expected to supervise Services, including, to the extent known, the name and location(s) of employees. This should be accompanied by resumes of all individuals and entities that will be supervising the Services under the Contract including, without limitation, all personnel, including a local manager, Subcontractors and other entities or individuals supervising the Services, and the Respondent's proposed staffing schedule, including the percentage of time that each would devote to supervising the Services.

**Needs Analysis and Services Plan.** Describe the plan to evaluate the needs of the DRFC, and to deliver the Scope of Services in these locations. Include proposed staffing levels, management structures, equipment needs, and weekly schedules. Please include any coordination with subcontractors or additional vendors to support the concessionaire program.

**Innovation:** Please share ways your vendor team will collaborate to activate parks and public spaces through pop-ups, coordination with food trucks, and other creative ways to enhance the visitor experience

**Menu Offerings:** Prepare a proposed menu offering for Food and Beverage for each site mentioned in the scope of work. Share the proposed menu costs and how your menu will accommodate the variety of visitors to the Detroit Riverfront.

**Training.** Outline a proposed training regimen to be implemented at the program start and on an ongoing basis that focus on Customer Service. Note any details such as licenses, federal and state certifications, anti-discrimination, topics, instructors, and reward incentives for employees.

**Employment Standards.** Provide proposed plans for employment standards in order to deploy Services:

- 1. Recruiting staff and criteria that will be used for recruitment;
- 2. Conducting employee background checks and items included in the checks;
- 3. HR and Onboarding practices that value inclusivity and respectful behavior of all individuals
- 4. Minimum qualifications;
- 5. Drug testing, grooming and other personnel policies and practices;
- 6. Policies for working in inclement weather;



7. Information about typical staff benefits and incentives; and
8. Typical turnover rates for hourly staff as well as a comparison to the industry average (indicate your source for the industry average). Include a description of incentives to reduce turnover rates for quality staff.

**Equipment and Supplies.** Provide a preliminary list of proposed equipment necessary to execute the Scope of Services. Describe how the equipment would be procured, maintained, and stored when not in use. List any equipment warranties. Include costs for designing and branding the equipment with the DRFC's logo and colors. Please refer to (Appendix A for current DRFC equipment list)

**Reporting, Tracking and Trend Reporting.** Provide a methodology for tracking and reporting all sales data, bar management, alcohol inventory and associated work performed. Indicate the type of technology or proposed system and describe the capabilities for tracking incidents and interactions, querying data, communicating with the DRFC management, and providing trend reporting and analysis. Provide a description of how performance of all services will be measured and the reporting methods that will be used.

**Environmental Sustainability Plan.** The Conservancy aims to be Styrofoam-free and low-plastic in coordination with our mission of preserving the Detroit Riverfront. Provide an overview of any strategies that would reduce the carbon footprint associated with delivery of the Services, including the feasibility of including environmentally sustainable practices, such as green service ware.

**Marketing and Activation:** Demonstrate how your organization has successfully marketed or activated a food or beverage venue.

**Implementation Timeline.** Provide a timeline showing the sequence of steps from award notification to full deployment.

**Exceptions to Scope, Conditions, and/or Contract.** Note any assumptions made, exceptions requested, and clarifications required regarding the RFP and any Appendices.

**Additional Information.** Provide additional information, if any, about Respondent's qualifications and value proposition.

**Costs and fees.** This RFP requests separate Bar Management services, which will differ from the Concessions contract. All Food and nonalcoholic beverage concessions, staffing, and operations costs will be paid for by the vendor. Please provide complete fee and cost schedules for Bar Management Services. All fee and cost schedules should be submitted in the following form. The DRFC reserves the right to decline to consider fee and cost schedules that do not follow the prescribed formats. A FEE AND COST PROPOSAL CONFORMING TO THE FORMAT ATTACHED IS REQUIRED. COST PROPOSALS THAT DO NOT FIT WITHIN THE PRESCRIBED FORMAT WILL BE CONSIDERED AS ALTERNATES.

The following is requested, inserted in the table below and spaces provided below:



- a. Fee and Cost Schedule for Bartender services at Valade Park, Dequindre Cut Freight Yard and Cullen Plaza
- b. Fee for Manager services overseeing alcohol operations
- c. Estimated payroll costs for bar services

**a. Fee and Cost Schedule for Base Services (generally indicated in Appendix C)** Indicate Vendor's hourly bill rate for labor for Services. Do not include overhead fees in hourly rates.

CLASSIFICATION	INITIAL YEAR RATE PER HOUR	NEXT YEAR RATE PER HOUR	FUTURE YEAR RATE PER HOUR
FULL TIME or PART TIME	\$ _____	\$ _____	\$ _____
MANAGER	\$ _____	\$ _____	\$ _____
BARTENDER	\$ _____	\$ _____	\$ _____
BAR BACK	\$ _____	\$ _____	\$ _____
OTHER (EXPLAIN)	\$ _____	\$ _____	\$ _____

**Payroll-related costs.** Estimate payroll-related costs for associated positions. Do not include overhead fees in rates. Management fee is a fix 10% of Gross Sales minus sales taxes, returns, and transaction fees

	% RATE	MONTHLY COST
FICA		\$ _____
WORKERS COMP	_____	\$ _____
MEDICARE	_____	\$ _____
FED UNEMPLOYMENT	_____	\$ _____
STATE UNEMPLOYMENT	_____	\$ _____
BENEFITS	_____	\$ _____
HOLIDAY PAY	_____	\$ _____
OTHER INDICATE HERE	_____	\$ _____
<b>TOTAL HOURLY PAYROLL RELATED COSTS PER HOURLY EMPLOYEE</b>		\$ _____



## APPENDIX A

### Scope of Work:

The Concessionaire for the Detroit Riverfront Conservancy will provide concession services for up to 3 venues, with the possibility for additional spaces based on the concessionaire's ability and proposal. The Concessionaire will also provide bar management services for 3 venues.

#### Principles for Service:

Concessionaire is expected to prioritize excellent service to our visitors. The Detroit Riverfront Conservancy operates with four service pillars meant to guide our decision making and daily actions. DRFC will provide training resources around these pillars and expect them to be communicated to all employees and organizational representatives. DRFC will work alongside concessionaire to develop process for recognizing outstanding service.

- **Welcoming** – We believe the riverfront is for everyone, and we gladly receive all our guests into our spaces.
- **Informed** – We engage with the mission of the DRFC and serve as informed ambassadors of the organization's goals, work, and activities.
- **Dependable** – We commit to maintaining our world-class spaces by adhering to the commitments made to our visitors.
- **Responsible** – We believe our visitors deserve clean, safe, and beautiful spaces and will act to care for the physical and natural environment that we steward.

### The Venues:

#### Cullen Plaza

Cullen Plaza is the central gathering point on Detroit's East Riverfront, offering scenic river views, family activities, and access to the Detroit Riverwalk. Cullen Plaza features the iconic Cullen Family Carousel, interactive fountains, a children's playscape, and unique map installations of the Detroit River and St. Lawrence Seaway. Each year, more than 1 million visitors come to Cullen Plaza, utilize the riverwalk, rent bikes from Wheelhouse Detroit, enjoy the scenic views, or board Diamond Jack's river tours. The Cullen Plaza café features concession bays for service, a quick-serve prep area, and various equipment. The total equipment list is provided in appendix B.

#### Concession Opportunities and Needs:

- Offerings should cater to a wide range of visitors with a focus on families and at least one food item priced at \$5.
- Concessionaire will be required to provide staffing for the Cullen Family Carousel 6 days a week.
- The Detroit Riverfront Conservancy has a liquor license for this space - Concessionaire should have experience with bar service and will operate the bar under a management agreement

#### Mt. Elliott Park

Mt. Elliott is a beautiful park that links the residential riverfront to Gabriel Richard and Belle Isle on



Detroit's east Riverfront. This park is heavily utilized in the summer months, with a very popular nautical-themed splash pad that draws thousands of children and their families each week. Mt. Elliott Park features a 400sqt quick-serve concessions bay.

#### **Concessions Opportunities and Needs:**

- Establish consistent food opportunities for families and children utilizing the splash pad
- Mix of healthy and best sellers – slushies, hot dogs etc
- Opportunities to partner on the park

#### **Valade Park**

Valade Park is a unique 3-acre park along the riverfront that was built in response to the desire for the riverfront to feature more food and beverage opportunities. Valade Park hosts year-round programming, playscapes, volleyball courts, and a 2000 sq ft indoor venue for year-round food and beverage services. Valade is situated next to the Aretha Franklin Amphitheater and the rapidly developing East Riverfront. Each summer, Valade Park features Detroit's only floating bar – Bob's Barge. This 2000-foot barge has a quick-serve bar as well as unique service offerings. Valade Park also features a food truck drive with space for 2 food trucks and access to 220v power.

#### **Concessions Opportunities and Needs:**

- Food and Beverage offerings should reflect the tastes of Detroit and provide a different experience than local restaurants in the area
- Ability to partner with a local vendor or offer something that is a draw to the space
- The Detroit Riverfront Conservancy has a liquor license for this space - Concessionaire should have experience with bar service and will operate the bar under a management agreement

#### **Dequindre Cut Freight Yard**

Nestled along the Dequindre Cut in Detroit, the **Dequindre Cut Freight Yard** is a seasonal gathering spot built from nine repurposed shipping containers. Its central "Hub," formed by five stacked containers, houses a DJ booth, retail, and event space under colorful lighting and urban art. On summer weekends, it comes alive as an outdoor beer-and-wine garden with lawn games, pop-up programs, and DJ Sets. The Dequindre Cut Freight Yard is located a short 3-minute walk from Wilkins and Division Streets in Eastern Market.

#### **Concessions Opportunities and Needs:**

- The Detroit Riverfront Conservancy has a liquor license for this space - Concessionaire should have experience with bar service and will operate the bar under a management agreement
- DCFY is a highly transient space, meaning many users are coming for a quick drink or beverage before exploring the rest of the Riverwalk and Dequindre Cut – Concessionaire should be able to cater to an active crowd.
- Concessionaires should be able to partner with local food vendors to offer pop-up food service or manage light food services themselves.

## Optional and additional concession opportunities:

### **Gabriel Richard Park**

- Gabriel Richard Park is located directly across from Belle Isle at the base of the McArthur Bridge. This park has two catering windows but no formal kitchen equipment. Potential uses include ice cream, beverages, or pre-packaged food items. Gabriel Richard Park is located in one of the most densely populated areas of Detroit and acts as a popular place for those hoping to explore the entire Riverwalk.

### **Ralph C. Wilson Jr. Centennial Park**

- Ralph C. Wilson, Jr. Centennial Park is the Conservancy's newest park on the Detroit Riverfront. Located just a half mile from downtown Detroit, this Park is the most significant investment made in Detroit's public space. Wilson Park does not have a concession facility; however, the park does have built-in 220v power to accommodate up to 4 food trucks.

### **Vending Machines**

The Conservancy is seeking a partner to service and contract vending machines across our public spaces. Dedicated space is available for vending machines at Ralph Wilson Park, Cullen Plaza, Mt. Elliott Park, and Gabriel Richard Park. Vending Machines should cater to a wide range of visitors with an emphasis on healthier snacks and beverages

## General Concessionaire Responsibilities:

### **Servicing -**

- Managing staffing and operating each of the required venues in accordance with hours and dates agreed in the contract term.
- General clean-up of the RiverWalk Café Facilities shall be the responsibility of the Concessionaire, which shall include clean-up of dishes and other miscellaneous chores. Bar Management will provide janitorial service for all areas of the RiverWalk Café Facilities. Failure to keep any of the RiverWalk Café Facilities in clean condition, satisfactory to DRFC, may result in DRFC having them cleaned by other means and the cost of such work shall be charged to the Bar Management without limiting DRFC's right to exercise other remedies under this Agreement or applicable law. DRFC retains the right to inspect the kitchen monthly to ensure general upkeep.
- Management will provide written email notice to DRFC within 24 hours for any issues with equipment owned by DRFC – listed in Appendix B or building issues.
- Management will be responsible for the closeout and cleaning of bar venues at the end of the season
- DRFC shall be responsible for any structural repairs to the venues and any replacement of the FF&E, except for any damage caused by Bar Management.

### **Reporting -**

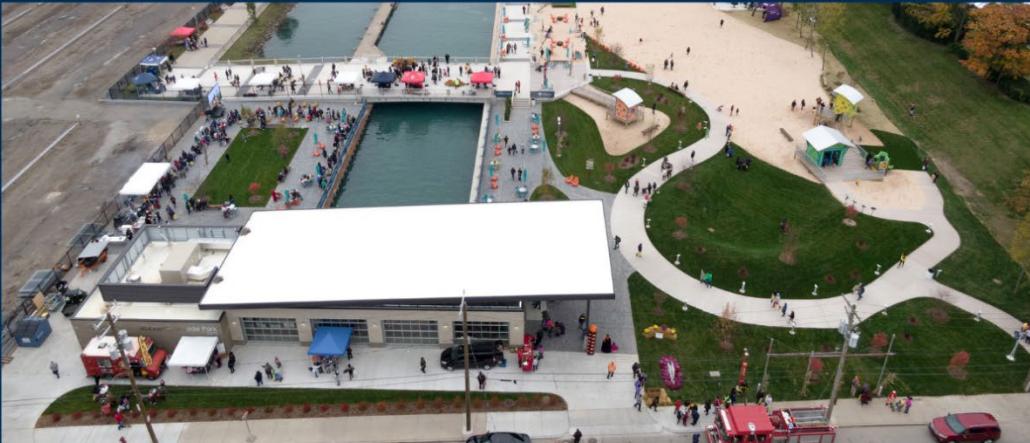
- Management will be responsible for hiring, bookkeeping, ordering, management, training, staffing in accordance with DRFC standards
  - Bar Management will provide monthly sales reports that detail gross revenue, and all expenses including liquor and materials no later than 15 days after the end of each month.
  - Manager shall pay from the Beverage Receipts of the Licensed Business, on behalf of the Owner on a current basis, all operating expenses incurred in connection with the sale of alcoholic beverages at the Licensed Business, including, without limitation: (a) wages and fringe benefits of Manager's employees; (b) the cost of alcoholic beverage inventory, (c) silverware and equipment used in connection with the sale of alcoholic beverages; and (d) sales taxes arising out of the sale of alcoholic beverages. Manager shall receive a monthly management fee equal to ten percent (10%) of the "**Gross Sales excluding tax**" if any, derived from the alcoholic beverage operations at the Licensed Business. *Negotiable if selected as vendor.*
  - Manager shall invoice Owner within 30 days at the end of each month and provide monthly net/gross sales records. Owner shall pay invoices within 30 days of receipt of such invoices.
  - Concessionaire will provide 15% of Gross Sales excluding tax to DRFC to retain the right to provide concession services *negotiable if selected as vendor.*
- Maintenance needs
  - Concessionaire will provide written email notice to DRFC within 24 hours for any issues with equipment owned by DRFC – listed in Appendix B or building issues.
  - Any urgent issues will be reported immediately to DRFC Security and DRFC VPOP via phone and email
  - Bar Management will provide monthly reports on equipment status and cleaning
- Inventory
  - Bar Management will be responsible for ordering all product and providing receipts and inventory reports monthly to DRFC
  - Bar Management will create opening/closing liquor log for periodic inspection by DRFC. Liquor log should include opening/closing inventory for all locations.
  - Bar Management will prioritize a simplified inventory to provide mixed drinks, wine, beer and pop/water
  - Theft/Loss – Bar Management staff is responsible for properly locking and securing inventory each night. Any Theft/Loss deemed the responsibility of the Bar Management Staff due to unlocked items or staff members will be reimbursed to DRFC by Bar Management.
- Weather Closures
  - Closures based on weather will be communicated to DRFC Staff 4 hours prior to closure
  - Closure should only arise based on moderate or severe weather with a duration of more than 1/3 of the operational time. ie Storm is 9am-1pm operational hours are 12-8pm (No closure), Storm is 1pm-4pm, operational hours are 12-8pm – closure permitted.

## APPENDIX B



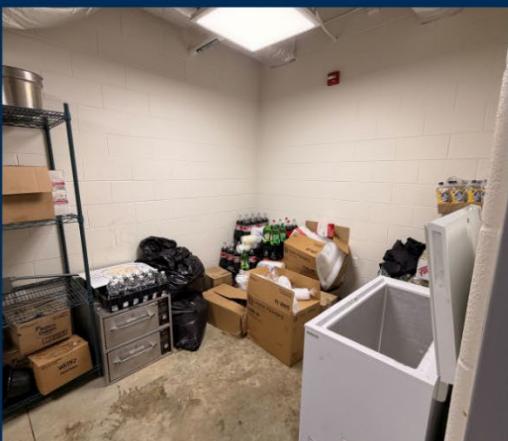
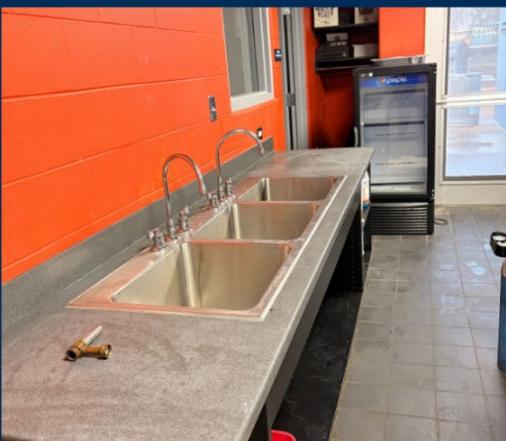
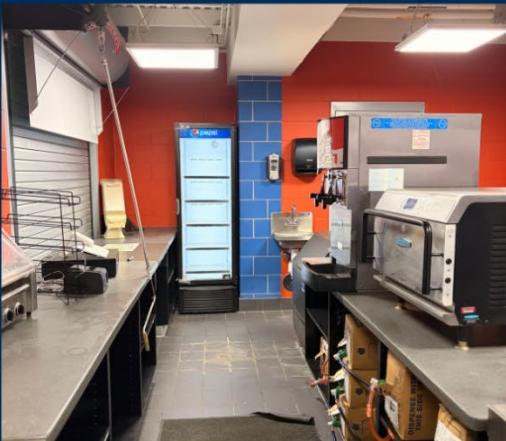
DETROIT RIVERFRONT CONSERVANCY  
**ROBERT C. VALADE PARK**

2670 E. Atwater Street



  
DETROIT RIVERFRONT CONSERVANCY  
**MT. ELLIOTT PARK**  


120 Mt. Elliott St.



DETROIT RIVERFRONT CONSERVANCY  
*Freight Yard*  
DEQUINDRE CUT

Dequindre Cut at Wilkins St.





DETROIT RIVERFRONT CONSERVANCY  
**Bob's Barge**  
AT ROBERT C. VALADE PARK  
2670 E. Atwater Street



## OPTIONAL SERVICES -

Wilson Park, Gabriel Richard Park and  
Vending Machines



## APPENDIX C

### Equipment Listing

Equipment	Quantity	Condition	Park Name	Owner
Pizza Oven	1	Fair condition	Cullen	DRFC
Grill	1	Good condition	Cullen	DRFC
Ice Cream Machines	2	Fair condition	Cullen	DRFC
Icee Machine	1	Fair condition	Cullen	DRFC
Cappuccino Machine	1	Fair condition	Cullen	DRFC
Coffee Machine	1	New Condition	Cullen	DRFC
Deep Freezer	1	Good condition	Cullen	DRFC
Standing Freezer	1	Good condition	Cullen	DRFC
Beverage Cooler	4	Good condition	Cullen	DRFC
Small beverage cooler	1	Good condition	Cullen	DRFC
Pizza Warmer	1	Fair condition	Cullen	DRFC
Round Steam Warmers	2	Good condition	Cullen	DRFC
Long steam warmers	2	Good condition	Cullen	DRFC
Pepsi Fountain Drinks Machine	2	Good condition	Cullen	DRFC
Tiki Bar	1	Good Condition	Cullen	DRFC
Ice Machine	1	Good condition	Cullen	DRFC
Deep Freezer	1	Good condition	Mt. Elliott	DRFC
Beverage Coolers	2	Good condition	Mt. Elliott	DRFC
Icee Machine	1	Good condition	Mt. Elliott	DRFC
Round Steam Warmers	2	Good condition	Mt. Elliott	DRFC
Hot dog roller	1	Good condition	Mt. Elliott	DRFC
Pepsi Fountain Drink Machine	1	Good condition	Mt. Elliott	DRFC
Ice Machine	1	Good condition	Mt. Elliott	DRFC
Self contained Bar	1	Good Condition	Valade – Barge	DRFC
Ventilation system	1	Good condition	Valade	DRFC
Ice machine	1	Good condition	Valade	DRFC
Ice tea brewer	1	Fair condition	Valade	DRFC
Coffee brewer	1	Good condition	Valade	DRFC
Heat holding cabinet	1	Good condition	Valade	DRFC
Reach in cooler	4	Good condition	Valade	DRFC
Coolers on top of table	4	Good condition	Valade	DRFC
Fryer	2	Good condition	Valade	DRFC
Ovens under stove top	2	Fair condition	Valade	DRFC
Double deck convection oven	2	Fair condition	Valade	DRFC

Stove tops	6	Fair condition	Valade	DRFC
Hibachi Flat top	1	Good condition	Valade	DRFC
Freezer	1	Good condition	Valade	DRFC
Liquor Storage	1	Good condition	Valade	DRFC
Display Monitor	1	Good condition	Valade	DRFC
Chalkboard	1	Good condition	Valade	DRFC
Walk in cooler	1	Good condition	Valade	DRFC
Garbage disposal	1	Good condition	Valade	DRFC
Sink with garbage disposal	1	Good condition	Valade	DRFC
Sink for cleaning dishes	3	Good condition	Valade	DRFC
Hand washing sinks	3	Good condition	Valade	DRFC
Dishwasher	1	Good condition	Valade	DRFC
Cooler	4	Good condition	Valade	DRFC
Cooler	1	Good condition	Valade	DRFC
Ice bin	1	Good condition	Valade	DRFC
Co2 Coffee dispenser	1	Good condition	Valade	DRFC
Handwashing sink	1	Good condition	Valade	DRFC
Drink fridge	2	Fair condition	DCFY	DRFC
Drink sink	1	Fair condition	DCFY	DRFC
Register	1	Good condition	DCFY	DRFC



## APPENDIX E

### ***RIVERWALK CAFE CONCESSION CONTRACT TEMPLATE***

This RIVERWALK CAFÉ CONCESSION AGREEMENT ADDENDUM (this “**Agreement**”) is made and entered into as of the XXXXX (“**Effective Date**”), between the **DETROIT RIVERFRONT CONSERVANCY, INC.**, a Michigan non-profit corporation, with offices at 600 Renaissance Center, Suite 1720, Detroit, Michigan 48243-1802 (“**DRFC**”), and XXXX, a Michigan limited liability company, with offices at XXXXX (“**Concessionaire**”).

#### RECITALS:

This Agreement is based on the following recitals:

A. DRFC is a non-profit corporation, exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, whose purposes are to undertake the design, construction, development, establishment, operation, programming and maintenance of parks, promenades and other green spaces along the Detroit riverfront.

B. In furtherance of its mission, DRFC has constructed, among other things, improvements to the portions of the Detroit RiverWalk commonly known as Cullen Plaza and Mt. Elliott Plaza which improvements include an event and food and beverage service pavilion at each location as more particularly shown on Exhibit A attached hereto and made a part hereof (the “**RiverWalk Cafés**”).

C. Concessionaire is in the business of operating first-class, high quality food and beverage service establishments and providing related services in connection therewith.

D. DRFC desires to engage Concessionaire to operate the RiverWalk Cafés and Concessionaire desires to operate the RiverWalk Cafés on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals and the mutual promises and obligations herein set forth, the parties hereto hereby agree as follows:

1. Concession. DRFC hereby retains Concessionaire, and Concessionaire hereby agrees, to provide the food and beverage services at the RiverWalk Cafés on the terms and conditions herein set forth. DRFC may, but has no obligation to, engage Concessionaire to provide food and beverage services at catered events at or outside the RiverWalk Cafés hosted or sponsored by DRFC, as mutually agreed by the parties from time to time (“**DRFC Catering Services**”).



DRFC may, but has no obligation to, permit Concessionaires to contract for catering services with third parties who have scheduled events through the DRFC ("Third Party Catering Services").

2. DRFC Reserved Rights. Although Concessionaire will have the exclusive concession to operate the food and beverage service at the RiverWalk Cafés during the term of this Agreement ("Term"), DRFC reserves the following rights:

2.1 DRFC shall have the exclusive right to schedule and book special events and functions for itself or third parties at the RiverWalk Cafés and at Cullen Plaza generally at such times and for such durations as may be determined by DRFC in its sole discretion. DRFC shall endeavor to provide Concessionaire five (5) days written notice of any such event(s).

2.2 At DRFC's sole option, DRFC may (i) elect to have Concessionaire (x) operate its normal, day to day, food and beverage service operations during such special events and functions, or (y) provide DRFC Catering Services, as mutually agreed upon; or (ii) permit Concessionaire to provide Third Party Catering Services.

2.3 DRFC shall have the right to supplement the food and beverage service operations provided by Concessionaire at special events and functions as DRFC determines appropriate in its sole discretion including, but not limited to service of alcoholic beverages and use of caterers and food and beverage providers.

2.4 In the event DRFC determines not to have Concessionaire operate its normal day to day food and beverage service operations during such special events and functions, DRFC may use, and may permit third parties to use, such caterers and food and beverage providers as it determines appropriate in its sole discretion.

2.5 DRFC shall have the right to enter the RiverWalk Café Facilities at any time for inspection, repairs or other related purposes so long as inspections are during normal business hours and DRFC takes reasonable efforts to not interfere or cause interruption of the food and beverage services being performed by Concessionaire.

3. Term.

3.1 The initial Term shall be one year from the Effective Date, subject to earlier termination as provided herein and subject to extension as provided in Section 3.2 below.

3.2 The initial Term may be extended by DRFC for two (2) additional periods of one year each upon written notice ("Extension Notice") to Concessionaire given at 90 days from the expiration of the then current Term of this Agreement. Within forty five (45) days after the Extension Notice, DRFC and Concessionaire shall attempt to agree upon a Concession Fee for the extended Term and, failing such agreement, either party shall have the right to terminate the Extension Notice in which case this Agreement shall terminate at the end of the then existing Term.



#### 4. PAYMENTS.

4.1 Operation of Food and Beverage Service. Concessionaire agrees to provide the food and beverage services required hereunder without any subsidy or other payment from DRFC and subject to the other terms and conditions of this Agreement.

#### 4.2 Fee to DRFC.

4.2.1 As a fee for the concession rights granted hereunder ("Concession Fee"), Concessionaire shall pay to DRFC a sum of money equal to (X%) of Gross Sales (as defined below). The Concession Fee shall be payable in monthly installments. Fee paid for the prior year for each year after the first year, in each case subject to annual reconciliation within forty-five (45) days after the end of each year.

4.2.2 As used herein, "Gross Sales" shall mean all revenues from food and beverage sales and service operations received by Concessionaire in connection with operation of the food and beverage service at the RiverWalk Cafés including, but not limited to, revenues from DRFC Catering Services and Third Party Catering Services (to the extent not duplicative).

4.2.3 Concessionaires shall prepare and submit to DRFC a statement of monthly Gross Sales no later than fifteen (15) days after the end of each month showing the Gross Sales for the month together with payment of the Concession Fee as required in Section 4.2.1. Within forty five (45) days after the expiration of each calendar year, Concessionaire shall submit to DRFC a complete statement of Gross Sales for such year, certified by an executive officer of Concessionaire. DRFC shall have the right, at its option, at any reasonable time and upon written notice to Concessionaire to cause an audit of Concessionaire's Gross Sales. If such audit shall disclose that Concessionaire's payments of the Concession Fee to DRFC was incorrect, Concessionaire shall promptly pay the deficiency and, if such deficiency shall be greater than One Thousand Dollars (\$1,000.00), Concessionaire shall also promptly pay to DRFC all reasonable out of pocket costs of such audit. A list of reporting requirements is included in the scope of work appendix.

#### 5. RiverWalk Café Facilities.

5.1 The existing RiverWalk Cafés and all fixtures, furnishing and equipment therein ("FF&E"), shall be made available to Concessionaire in their existing "as-is, where-is" condition with no representation or warranty of any kind by DRFC. Concessionaire has had the opportunity to inspect the RiverWalk Cafés and the FF&E (collectively, "RiverWalk Café Facilities"), accepts the RiverWalk Café Facilities in their current condition and waives any and all claims against DRFC arising out of the condition of the RiverWalk Café Facilities. A list of equipment list is included in the scope of work appendix.

5.2 Concessionaire shall not remove or alter the RiverWalk Café Facilities, other than replacement of the FF&E in the normal course of business with equivalent quality and quantity replacement items, without the written consent of the DRFC which consent shall not be unreasonably withheld unless the proposed alteration affects the structure or building systems of the RiverWalk Cafés. At the time any such alterations are approved, DRFC shall specify whether



such alterations are to remain in the RiverWalk Cafés upon the termination of this Agreement or are to be removed by Concessionaire.

5.3 DRFC shall be responsible for any structural repairs to the RiverWalk Cafés and any replacement of the FF&E except for any damage caused by Concessionaire. DRFC will be responsible for their equipment and Concessionaire shall be responsible for its equipment and repair as necessary (see attached Equipment Ownership Matrix) to keep the RiverWalk Café Facilities in good working condition at no cost or expense to DRFC and shall return the RiverWalk Café Facilities to DRFC at the end of the Term or earlier termination of this Agreement in the same condition as exists on the Effective Date, subject to any alterations approved by DRFC and normal wear and tear excluded. If any alterations by Concessionaire are required by DRFC to be removed as a condition of approval, such alterations shall be removed upon the expiration of the Term or earlier termination of this Agreement, and Concessionaire shall repair any damage caused by such removal.

5.4 Concessionaire shall promptly repair, in accordance with plans and using contractors approved by DRFC, any damage caused by Concessionaire to the RiverWalk Café Facilities.

## 6. Food and Beverage Services.

6.1 Concessionaire shall operate the RiverWalk Café Facilities under the name "XXXX" and no other name without the prior written approval of DRFC which approval may be granted or withheld in the sole discretion of DRFC.

6.2 Concessionaire shall operate the Cullen Café RiverWalk Café Facilities and Mt. Elliott Café Facilities during the following minimum hours, weather permitting: *TBD BY PROPOSAL*

6.2.1 Cullen Plaza- From Memorial Day through and including Labor Day, six days per week from 12:00 pm through 8:00 pm. CLOSED MONDAY

6.2.2 Cullen Plaza - From May 1, through the day before Memorial Day, Friday 3-8PM, Saturday and Sunday from 12:00 am through 6:00 pm.

6.2.3 Mt. Elliott Café Facilities Memorial Day, Friday, Saturday and Sunday from 12:00 am through 6:00 pm

6.2.4 Closures based on weather will be communicated to DRFC in advance accordingly based on mutually agreed to protocol prior to closure.

6.3 Except for DRFC and Third Party Catering Services, Concessionaire shall serve only the menu items at the prices suitable and in line with similar amenities with considerations for all clientele, which menus and prices shall be provided to DRFC for written approval, such approval not to be unreasonably withheld. No alcoholic beverages may be sold or served by



Concessionaire except as approved by DRFC in connection with special events, DRFC Catering Services or Third Party Catering Services.

6.4 Concessionaire shall operate the RiverWalk Café Facilities as open to the public generally. The use of the RiverWalk Café Facilities by any person, association, group, club or organization shall be solely within the discretion of the DRFC as provided above.

6.5 Concessionaires shall develop, and after approval by DRFC, implement a marketing concept for the RiverWalk Café Facilities. Concessionaires shall develop and, after approval by DRFC, implement a quality and customer-oriented service program designed to meet the DRFC's philosophy of operations. Concessionaire will require staff to take part in a DRFC led training module.

6.7 Concessionaire shall handle, furnish and serve only food and beverages of a high quality in a clean, wholesome and efficient manner.

6.8 Concessionaire shall hire, retain and employ or otherwise contract and shall pay adequate competent help, including chefs, cooks, hostesses, waitresses and/or waiters, dishwashers and other necessary staff, all of whom shall be employees or contractors of Concessionaire employed or contracted for the purpose of carrying out Concessionaire's obligations under this Agreement. In so doing Concessionaire shall be solely responsible (as between Concessionaire and DRFC) for its employees and contractors and their actions, shall pay all employment taxes, workmen's compensation insurance, benefits, salaries, wages and other related expenses with respect to said individuals that are employees of Concessionaire and shall otherwise oversee said employees and contractors. Concessionaires shall use commercially reasonable efforts to hire Detroit residents for its operations under this Agreement. Concessionaire shall provide such information and statistics regarding its workforce at the RiverWalk Café Facilities as may be requested by DRFC. Concessionaires shall require those employees who are visible to the public to wear appropriate uniforms (which shall be subject to the approval of DRFC). The DRFC may require the Concessionaire to immediately remove any of its personnel from the RiverWalk Café Facilities that DRFC determines to be unacceptable for any reason.

6.9 Concessionaire shall: (a) comply with all laws, ordinances and lawful orders and regulations affecting the RiverWalk Café Facilities and the cleanliness, safety, occupation and use of the same; (b) obtain all licenses and permits as required by state and local authorities; and (c) shall observe all applicable building, health, sanitary and other applicable rules, regulations and laws. Upon request from DRFC, Concessionaire shall submit to DRFC copies of any and all such approvals, licenses and permits that may be required or obtained with respect to the services performed by Concessionaire under this Agreement.

6.10 Concessionaire will use the RiverWalk Café Facilities only for food and beverage service at the RiverWalk Café Facilities, DRFC Catering Services and Third Party Catering Services, unless DRFC in each case gives its express written permission for any other use. Concessionaire shall not use any portion of the RiverWalk other than the RiverWalk Café Facilities, without the prior written consent of DRFC.

6.11 General clean-up of the RiverWalk Café Facilities shall be the responsibility of Concessionaire, which shall include clean-up of dishes and other miscellaneous chores. Concessionaire will provide janitorial service for all areas of the RiverWalk Café Facilities. Failure to keep any of the RiverWalk Café Facilities in clean condition, satisfactory to DRFC, may result in DRFC having them cleaned by other means and the cost of such work shall be charged to the Concessionaire, without limiting DRFC's right to exercise other remedies under this Agreement or applicable law. DRFC pay the Concessionaires cost for a deep clean the facilities during any change over of tenants.

6.12 Concessionaire shall be responsible for locking all doors and rooms in the RiverWalk Café Facilities, turning off lights, water, fans, and other equipment when not in use and for using the minimum amount of utilities necessary.

6.13 Concessionaires will promptly report fires, hazardous conditions and items in need of repair or replacement, to DRFC.

6.14 Concessionaire's employees will join as active members and participate in any protocols established by DRFC for training and self-protection (fire, civil defense drills, etc.), established for the RiverWalk.

6.15 All articles found by the Concessionaire or its employees, or by patrons and delivered to Concessionaire, will be turned over to DRFC Security as lost and found items.

6.16 Concessionaire shall not install and/or operate automatic vending equipment, advertise the operation in any manner other than in accordance with the approved marketing plan, make sales on other than a cash basis (including major credit cards), or prepare foods and beverages at the RiverWalk Café Facilities for sale or consumption at any location without the approval of DRFC. Unless directed by DRFC, the Concessionaire will not bring onto the premises alcoholic beverages whether purchased or not.

6.17 Concessionaire shall: (a) pay its administrative expenses and all direct and indirect operating costs of whatever kind or type related to its performance of its obligations under this Agreement except only utility costs; (b) keep clear, accurate and timely accounts of its customer accounts, revenues and expenses in accordance with sound accounting practices; (c) immediately record all income through cash registers, sales tickets or other appropriate means; and (d) pay all state sales taxes and/or other Federal, state or local fees or taxes related to the operations of Concessionaire. The Concessionaire will also pay all property taxes on any equipment owned by the Concessionaire and placed in the RiverWalk Café Facilities.

6.18 Concessionaire shall insure the compliance of its employees, its subcontractors and their employees, and independent contractors and their employees working at the RiverWalk Café Facilities with the directions and rules for conduct which are, or hereafter may be, supplied to the Concessionaire in writing by DRFC.

6.19 Concessionaire shall adhere to the terms set forth in the Scope of Services Document attached to this contract.

7. Carousel Operations. As part of its services hereunder, Concessionaire shall be responsible for operation of the carousel at Cullen Plaza ("Carousel") as follows:

7.1 Concessionaire shall operate the Carousel during the same hours as the RiverWalk Café Facilities are operated and subject to the same minimum hours as provided in Section 6.2 hereof. Concessionaire shall provide a minimum of one (1) employees or independent contractors for Carousel operations who shall be subject to the provisions of Section 6.18 hereof. All employees operating the carousel must be trained on carousel operations by DRFC, and adhere to the carousel log. Carousel employee must be located at the carousel with the exceptions of bathroom breaks and lunch breaks.

7.2 Fees charged for rides on the Carousel shall be as set forth on the schedule attached hereto as Scope of Work, which fees may not be changed without written approval of DRFC, such approval not to be unreasonably withheld. The Carousel shall be free for one hour each day, to be determined by DRFC

7.3 Concessionaires shall collect all fees for Carousel rides and shall pay ten (10%) of such fees to DRFC as an additional concession fee payable at such time as payments of the Concession Fee are payable. No subsidy will be provided by DRFC for operation of the Carousel.

7.4 All maintenance and repairs for the Carousel will be provided by DRFC.

8. INTENTIONALLY LEFT BLANK

9. Indemnification; Limitation.

9.1 Concessionaire shall defend, indemnify and hold harmless the DRFC Indemnitees (as defined below) from any and all liability, damage, loss, cost, expense (including attorneys' fees), claims, demands, suits, actions, judgments or recoveries, for loss, damage, bodily injury, sickness or disease, including death resulting therefrom, to any person or persons, or damage, destruction or loss of use of any property to the extent arising out of or resulting from the Concessionaire's operations at the RiverWalk Café Facilities from any act or omission, negligent or otherwise, of the Concessionaire or any of its subcontractors, employees, agents, or servants or of any other persons over whose activities the Concessionaire has the right of control, or from any breach of this Agreement by Concessionaire.

9.2 As used herein, the term "**DRFC Indemnitees**" means the DRFC, the City of Detroit and their respective directors, officers, employees, agents and representatives.

9.3 The obligations under this Section 9 shall be continuing obligations and shall survive termination of this Agreement.

9.4 Regardless of the form of action or theory of recovery, in no event shall Concessionaire be liable to DRFC Indemnitees in connection with this Agreement for any special, exemplary or punitive damages, even if Concessionaire has been advised of the possibility of such damages.



10. Insurance.

10.1 To protect the Concessionaire and DRFC against liability for damage, loss or expense arising from injury to or death of any person or persons or damage to property, arising in any way out of, or in connection with, or resulting from Concessionaire's activities at the RiverWalk Café Facilities, the Concessionaire shall at all times during the Term and thereafter for a period of at least one year carry, at its own expense, and on such terms as will protect the Concessionaire, in reliable insurance companies reasonably acceptable to DRFC authorized to do business in Michigan, the following minimum insurance coverages:

10.1.1 Worker's Compensation in kind and amount complying with statutory requirements.

10.1.2 Employer's Liability, including occupational disease, subject to a limit of liability of not less than \$250,000 for any one accident.

10.1.3 Comprehensive General Liability Insurance - with limits of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate umbrella policy. Such insurance shall include:

.1 Contractual liability insuring the indemnity agreements contained in this Agreement.

.2 Products liability, specifically covering any liability arising out of or resulting from the sale, possession or distribution of any product, foodstuff, or beverage or from any operation while performing work or rendering service in connection with this Agreement.

.3 Prior to the first service of any alcoholic beverages, Host liquor liability.

10.1.4 Prior to the first service of any alcoholic beverages, Liquor liability coverage in an amount not less than \$5,000,000.

10.1.5 Insurance specified in Section 10.1.3 shall include DRFC and the City of Detroit as an additional insured, and such insurance shall be primary insurance as respects any other insurance carried by or for account of DRFC.

10.2 Prior to entry on the RiverWalk Café Facilities, Concessionaire shall furnish to DRFC certificates of insurance, certifying compliance with the minimum coverages outlined above.

10.3 All policies shall be endorsed to provide that, in the event of cancellation, non-renewal or reduction of coverage during the policy period, 30 days advance written notice of such cancellation, non-renewal or reduction shall be given to DRFC.

10.4 Irrespective of the requirements as to insurance to be carried as provided for herein, insolvency, bankruptcy or failure of any insurance company to pay any claim accruing shall not be held to waive any of the provisions of this Agreement, and in case of insolvency, bankruptcy or failure of any such insurance company which has issued a policy hereunder, new insurance shall be promptly furnished as above provided.



## 11. Termination.

11.1 DRFC may terminate this Agreement at any time with or without cause on ninety (180) days advance written notice to the Concessionaire.

11.2 If Concessionaire shall fail to pay the amounts owing to DRFC hereunder when due, DRFC may give Concessionaire written notice of such default, and if Concessionaire shall fail to cure such default within ten (10) days after receipt of such notice, DRFC shall, in addition to its other remedies provided by law, have the remedies set forth in Section 11.3.

11.3 If Concessionaire shall be in default in performing any of the terms of this Agreement other than payment of amounts due to DRFC, DRFC may give Concessionaire written notice of such default, and if Concessionaire shall fail to cure such default within twenty (20) days after receipt of such notice, or if the default is of such character as to require more than twenty (20) days to cure, then if Concessionaire shall fail within said twenty (20) day period to commence and thereafter proceed diligently to cure such default, then, in either of such events, DRFC may (at its option and in addition to its other legal remedies) cure such default for the account of Concessionaire and any sum so expended by DRFC shall be paid by Concessionaire to DRFC immediately upon demand by DRFC.

11.4 If any default has not been cured after notice and within the time provided in Sections 11.1 and 11.2 above, or if Concessionaire shall fail to diligently conduct business at the RiverWalk Café Facilities as contemplated by this Agreement or otherwise shall materially default in the performance of its obligations under this Agreement, DRFC, in addition to its other remedies, shall have the immediate right to terminate this Agreement, upon written notice to Concessionaire, and Concessionaire shall be liable for all damages incurred by DRFC as a result of such default and termination.

11.5 All rights and remedies of DRFC and Concessionaire hereunder shall be cumulative and none shall be exclusive of any other rights and remedies allowed by law.

11.6 In the event of termination of this Agreement or expiration of the Term, Concessionaire shall cooperate with reasonable requests of DRFC in an orderly transition to assure that the food and beverage services required of Concessionaire hereunder shall continue on an uninterrupted basis. On or before the date of termination or expiration, Concessionaire shall pay to DRFC any amounts owing under this Agreement and shall promptly account to DRFC for such amounts through the date of termination or expiration. Termination or expiration of this Agreement shall not relieve Concessionaire of obligations arising under this Agreement on or before the date of termination or expiration.

## 12. Relationship of the Parties.

12.1 Concessionaire is acting as an independent contractor and not as an employee or agent of DRFC, and Concessionaire's employees are and shall remain its employees, not employees of DRFC. Accordingly, no liability or benefits, such as workers' compensation, retirement liabilities or benefits, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities, or any other rights or liabilities, associated with or arising out of the employer/employee relationship or a contract for hire shall arise out of



or accrue to either party or their respective employees except as otherwise expressly provided in this Agreement.

12.2 Concessionaire shall not incur or contract any debt or liability in the name of, or for or on behalf of DRFC, nor bind or attempt to bind DRFC on any promise or undertaking with any third party; the purchase of all consumable and expendable merchandise, goods, wares and items shall be made by Concessionaire in its own name, for cash, upon account or usual trade methods; and Concessionaire may, as to all other items, purchase the same on conditional sale, title retaining or similar contracts, including lease agreements or by use of purchase money security agreements; provided, however, that any such contract, lease or agreement shall be subject to specific written approval by DRFC and Concessionaire shall not permit any lien, other than as provided above, to attach to any such property, or to the property of DRFC, and shall indemnify and save DRFC harmless from any such liens.

13. Assignment; subcontracts.

13.1 Concessionaire may not assign or in any manner transfer this Agreement or any interest or rights herein without the prior written consent of DRFC, nor may Concessionaire sublicense or allow other or any part or parts thereof or allow other concessionaires upon the RiverWalk Café Facilities or any part or parts thereof or allow anyone to come in with, through or under it, without such consent. Any such consent shall apply only to the particular situation and shall not operate to exhaust DRFC ' rights under this Section 13.1.

13.2 If and when DRFC agrees to permit the Concessionaire to assign or subcontract any work in accordance with Section 13.1, any such assignment or subcontract will have no provisions directly or indirectly conflicting with the provisions of this Agreement and will state that DRFC will have such rights, and the subcontractor or assignee will have such duties, as would exist if the subcontractor or assignee and not the Concessionaire had signed this Agreement; provided, however, DRFC permission to the Concessionaire to subcontract or assign any part of this Agreement shall not relieve the Concessionaire of any liability it might have hereunder, and both Concessionaire and the subcontractor or assignee shall be liable for any failure to perform any part of this Agreement, and DRFC may pursue its remedies against Concessionaire and/or the subcontractor or assignee, and DRFC failure to pursue its remedies against any one of such parties shall not prohibit DRFC from pursuing its remedies against such party at another time or from pursuing its remedies against any of such other parties at any time.

14. Force Majeure.

14.1 Neither party shall be liable for non-performance or delays in performance for causes due to force majeure and without such party's fault or negligence. For the purposes of this Agreement, force majeure is defined as causes beyond the reasonable control of either party including, but not limited to, acts of God, wars or civil commotion, destruction of facilities by fire, earthquake or storm, labor strikes, epidemics, or failure of public utilities or common carrier.

14.2 If the RiverWalk Café Facilities are damaged or destroyed in whole or in part by fire or other casualty during the Term, DRFC shall not have the duty to repair or restore the same unless it so elects. If it elects not to repair and restore the RiverWalk Café Facilities, this Agreement shall terminate as of the date of such casualty. If DRFC does repair and restore the RiverWalk Café Facilities, this Agreement shall remain in full force and effect and Concessionaire shall forthwith repair and restore all of its personal property located on the premises at Concessionaire's sole cost and expense.

15. Miscellaneous.

15.1 This Agreement and any instruments executed contemporaneously herewith or subsequently by and between the parties shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or discharged orally.

15.2 One or more waivers by a party of breach of any provision hereof shall not be construed as a waiver of a subsequent breach of the same or any other provision, and the consent or approval by a party to or of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary such party's consent or approval to or of any subsequent similar act by the other party.

15.3 A party shall not be responsible or liable to the other party for any loss of or damage to any of the other party's property by or through the acts or omissions of persons other than the party's subcontractors, employees, agents, or servants or of any other persons over whose activities such party has the right of control, in, on or about the RiverWalk Café Facilities or RiverWalk, or from any burst, stopped or leaking water, gas, sewer or steam pipes, electrical or other power or utility or equipment failure not attributable to such party.

15.4 Whenever under this Agreement a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to Concessionaire is in writing addressed to Concessionaire at its address as set forth in the first paragraph of this Agreement, and deposited in the United States mail, with postage fully prepaid or delivered personally, and if such notice to DRFC is in writing addressed to the last known post office of DRFC, to the attention of its President and CEO and deposited in the United States mail, with postage fully prepaid or delivered personally.

15.5 Concessionaire agrees to make itself and sufficient personnel readily available by phone and/or in person to answer calls and inquiries of DRFC personnel and promptly to deal with them in respect to their particular functions or events.



## APPENDIX F

### **PARTICIPATING MANAGEMENT AGREEMENT**

THIS PARTICIPATING MANAGEMENT AGREEMENT (the "Agreement") is made this 1<sup>st</sup> day of January 2025 (the "Effective Date"), by and between, DETROIT RIVERWALK CAFÉ, LLC, a Michigan limited liability company (the "Owner"), and XXX, a Michigan limited liability company (the "Manager").

The circumstances pursuant to which this Agreement is made are as follows:

A. Owner owns bars located at 1340 E. Atwater St., Detroit, Michigan 48207 (MLCC X 2670 E. Atwater St., Detroit, Michigan 48207 (MLCC Business ID# X) , 1855 Alfred St., Detroit, Michigan 48207 (MLCC Business ID# X), (the "Premises"), and holds a Class C Liquor License with various permits attached thereto (the "Liquor License") issued by the Michigan Liquor Control Commission (the "MLCC"), which are known as the Riverwalk Café, Atwater Beach, Dequindre Cut Freight Yard, respectively (the "Licensed Business"); and

B. Owner desires to retain Manager to manage the Licensed Business at the Premises, and Manager is willing to manage the Licensed Business on the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is hereby agreed as follows:

1. Retention of Manager. From and after the date hereof (the "Operations Commencement Date"), Owner hereby retains Manager as general operating manager of the alcoholic beverage operations of the Licensed Business with authority, subject to the limitations and conditions herein set forth, to direct, supervise, and manage the alcoholic beverage operations of the Licensed Business for the Term (as defined herein).

2. Term. This Agreement shall remain in full force and effect for a period of XXX from the Operations Commencement Date (the "Term").

3. Manager's Duties. Manager shall supervise and direct the alcoholic beverage operations of the Licensed Business in accordance with reasonable and prudent business practices. Manager shall keep the Premises and equipment of the Licensed Business and all parts thereof in good order, repair and condition. Owner retains the right to operate the food and non-alcoholic beverage operations of the Licensed Business.



4. Manager's Authority.

A. Manager shall, in the ordinary course of business, have the power and authority on behalf of the Owner to make all contracts and disbursements necessary to carry out the duties conferred and imposed upon it by this Agreement, including, but not limited to, the authority on behalf of the Owner to pay all alcoholic beverage operation expenses of the Licensed Business from receipts derived from the alcoholic beverage operation of the Licensed Business and Manager will invoice Owner for additional services or supplies required for business operations. All employees involved in the alcoholic beverage operations of the Licensed Business during the Term shall be employees of Manager, and Manager shall have the authority to employ, supervise, direct the work of, promote and discharge such employees and personnel. Notwithstanding the foregoing, for purposes of compliance with the Michigan Liquor Control Code and MLCC Administrative Rules, all employees and personnel working at the Licensed Business shall be deemed to be the employees of Owner and not Manager.

B. Manager shall not, without the express written authorization of the Owner, modify, renew, extend or terminate any contracts on behalf of the Owner which are not terminable by Owner on the date this Agreement terminates. Manager shall not, without the prior written consent of Owner, request Owner to purchase any beer, wine or spirits which Owner does not desire to sell at the Licensed Business.

C. Manager shall not, without the express written authorization of the Owner, which Owner may withhold in its sole discretion, make any alterations, additions, installations or improvements to the Premises.

D. Manager shall not do any act which will in any way encumber or violate the terms of the Owner's Concession Agreement for the Premises, nor shall the interest or estate of Owner in the Premises be in any way subject to any claim, lien or encumbrance whatsoever by virtue of any act or omission of Manager. Any claim to a lien upon the Premises arising from any act or omission of Manager shall be valid only against Manager and shall in all respects be subordinate to the title and rights of Owner. Manager shall remove any lien or encumbrance or its interest in the Premises within ten (10) days after such lien has been filed.

5. Regulatory Compliance. Manager shall operate the alcoholic beverage operations of the Licensed Business in full compliance with all the rules and regulations pertaining to the conduct of the business under federal, state or local laws, regulations or ordinances, including, without limitation, the rules and regulations of the MLCC concerning the operation of a business licensed by the MLCC, all applicable health codes promulgated by the municipality and the County in which the Premises are located, as well as the State of Michigan, all rules and regulations of the Occupational Safety and Health Acts, and in accordance with the State of Michigan and/or Federal Fair Labor Standards and Wage and Hour Acts.

6. Duties of Owner. Alcoholic beverage inventory will be purchased under the Owner's license from the gross receipts from the sale of alcoholic beverages, as Manager requests which are consistent with the terms of this Agreement. Owner shall cooperate with Manager in establishing bank accounts in Owner's name on which the Owner are the only authorized parties to make deposits and withdrawals with permissions for the Manager to view (the "Bank Account").

7. Deposit of Beverage Receipts. During the term of this Agreement, all receipts from the sale of alcoholic beverages ("Beverage Receipts") (and specifically excluding receipts from



food and non-alcoholic beverages and any other retail items sold by Owner), shall be deposited in the Bank Account. The Manager shall use funds in the Bank Account to pay alcoholic beverage expenses of the Licensed Business on behalf of the Owner. Manager should compile alcohol orders and inventory monthly to share with Owner.

8. Payment of Expenses; Management Fee. Manager shall pay from the Beverage Receipts of the Licensed Business, on behalf of the Owner on a current basis, all operating expenses incurred in connection with the sale of alcoholic beverages at the Licensed Business (b) the cost of alcoholic beverage inventory, (c) silverware and equipment used in connection with the sale of alcoholic beverages; and (d) sales taxes arising out of the sale of alcoholic beverages. Manager will invoice the owner the wages, tips and fringe benefits of Manager's employees and expenses for employee management. Manager shall receive a monthly management fee equal to ten percent (10%) of the "**Gross Sales**" (as defined in Paragraph 8 hereof), if any, derived from the alcoholic beverage operations at the Licensed Business. Manager shall invoice Owner within 30 days at the end of each month and provide monthly net/gross sales records. Owner shall pay invoices within 30 days of receipt of such invoices.

9. Gross Sales. As used herein, "**Gross Sales**" shall mean all revenues from beverage sales and service operations received by Concessionaire in connection with operation of the beverage service at the Licensed Business including, but not limited to, revenues from DRFC Catering Services and Third Party Catering Services (to the extent not duplicative).

10. Books and Records. During the term of this Agreement, Manager shall maintain for Owner, proper and suitable records kept in accordance with generally accepted accounting principles, and in which there shall be properly recorded all receipts and expenses for the alcoholic beverage operations at the Licensed Business. During the term of this Agreement, all records and books of account shall, during normal business hours, be open to the inspection or audit by any officer of Owner, or any attorney or independent certified public accountant designated by Owner. The manager will record operational expenses monthly to include all service ware and equipment in connection to the sales of alcoholic beverages and the inventory of alcoholic products purchased and cross-referenced with alcohol sold.

11. Owner Responsibilities; MLCC Compliance. Notwithstanding the terms of this Agreement, the Owner will be responsible for the conduct of the operation of the Licensed Business and the actions of the Manager in the conduct of the business as the Owner is responsible for the actions of all other employees. There shall be no transfer of the responsibilities or liabilities of the Owner insofar as utility bills, concession or lease agreements, and other necessary license and tax requirements incidental to the operation of the Licensed Business.

12. Indemnification. Manager shall defend, indemnify and hold Owner harmless from any and all unauthorized charges, loss, theft, liabilities, debts, liens, claims, actions, lawsuits, or expenses of any nature (including actual attorney fees) incurred during the term of this Agreement, which are caused by, related to or arising out of Manager's actions, omissions, or duties, obligations, or requirements under this Agreement. This indemnification shall survive the termination of this Agreement and shall be binding upon the successors and assigns of the parties. Notwithstanding the forgoing, Owner may not be indemnified for violations of the Michigan Liquor Control Code and MLCC Administrative Rules, as the Owner's responsibility for such violations is a statutory requirement for licensure.



13. Default; Termination. In the event of a default of this Agreement by Manager, which is not cured within ten (10) days of Manager's receipt of written notice from Owner specifying such default or omission, Owner may terminate this Agreement, and pursue any and all remedies available to Owner to recover any damages resulting from or arising out of Manager's default. Owner may also terminate this Agreement for any reason or no reason by providing Manager with a thirty (30) day written notice of termination.

14. Insurance. Owner shall name Manager as an additional insured party on Owner's commercial liability and liquor liability insurance policies for the Licensed Business. Manager shall maintain its own insurance coverage for its own personal property utilized at the Licensed Business, if any, at its own expense.

15. Approval. This Agreement may be subject to the approval of the Michigan Liquor Control Commission.

16. Assignability. This Agreement is not assignable by either party.

17. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

18. Notices. All notices, claims, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered or mailed to each parties' registered address, by registered or certified mail, return receipt requested, or via first-class mail with postage fully prepaid, or when forwarded by a nationally recognized overnight courier service.

19. Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

20. Relationship and Authority. Manager and Owner shall not be construed as joint venturers, partners or agents of each other, and neither shall have the power to bind or obligate the other, except only to the extent expressly set forth in this Agreement.

21. Severability. If any provision of this Agreement or the application hereof is held to be invalid or unenforceable, and if Owner and Manager so agree, the remaining provisions shall be unaffected and shall remain in full force and effect, and such invalid or unenforceable provision shall be severed in whole or in part.