

**ANDERSON JOCKEY LOT**  
**CONCESSION VENDOR APPLICATION**

NAME \_\_\_\_\_ DATE \_\_\_\_\_  
STREET \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
TELEPHONE:(\_\_\_\_\_) \_\_\_\_\_ EMAIL: \_\_\_\_\_

\*\*Please provide accurate contact information and update this information with us as needed. The ability to contact you is for the benefit of both parties. For example, if we have a power outage or similar event we need to be able to reach you to let you know so your food does not spoil.

**I. DEFINITIONS:**

- a. Concession Vendor
  - i. Vendors that sale any food or drink item which is more likely to be consumed on Jockey Lot property opposed to an item more likely consumed off Jockey Lot property. (E.g., one cinnamon roll packaged individually for fifty cents (\$.50) opposed to twelve (12) cinnamon rolls packaged together for Five and No/100 (\$5.00)). Twelve (12) cinnamon rolls would most likely not be considered a concession; however, the Jockey Lot reserves the right to make that determination on a case by case basis. If your space sells any item that the Jockey Lot determines to be a concession then the whole space must be a concession.
  - ii. A vendor who provides services for hire. e.g., Barber or Hair Stylist, masseuse, tax preparer, amusement rides, etc.
- b. Gross Sales
  - i. The total dollar amount received on a given market day for the sale of food and drink items or for services rendered. This amount is the total amount collected before any deductions for inventory, power, water, or other expenses. To be clear, Gross Sales is to be distinguished from "profit." Profit is the amount of money the Concession Vendor considers to be "take home" income. Profit is the amount of money the Concession Vendor "makes" after expenses are paid. The Jockey Lot is paid percentage on Gross Sales amounts NOT the individual Concession Vendor's profit.
- c. Minimum
  - i. The "minimum" is an amount equal to the normal space rent for the number of spaces (or equivalent area – 1 space = 10' X 10' or 100 sq. ft.) occupied for food preparation, product sales, and or services rendered, on a given market day. Some concession areas also have areas the Jockey Lot terms "seating." This is an area used for customers of the concession to sit and consume concession products after purchase. These areas are rented based on size separate from the concession's percentage payment due. These spaces are rented at normal space rent and are not included in the concession's Minimum payment calculation. For example, if a concession has a "seating" area equivalent to 5 spaces and a preparation and sales area equivalent to 2 spaces, the concession operator would pay \$50 for the seating area and would have a Minimum of \$20 per market day, given the current inside space rent of \$10 per space per day. The Jockey Lot reserves the right to increase or decrease space rent at its discretion with one (1) week notice. If such change occurs the amount for seating and Minimum will change accordingly.
- d. Fixtures
  - i. Any and all equipment, appliances, sinks, furnishings, fire suppressant system, or any other item which is attached in such a way to the concession building or surrounding areas, both inside and outside, which would cause material damage to the building and/or property if removed.

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**II. RENT/PAYMENT:**

Concession vendors must pay the Minimum ***OR*** ten (10%) percent of Gross Sales (See I(a)(i) above), ***whichever is greater***, each market day. If a Concession Vendor has a Minimum of \$20 but has Gross Sales of \$500, then the Concession Vendor will owe the Jockey Lot \$50 as their percentage, ***the greater of the two***, exclusive of any “seating” rental. Payment must be made before closure of the Jockey Lot office but after all sales are concluded at the site of the concession. Concession Vendors are not permitted to make sales of their items or services after payment has been made to the Jockey Lot, as it is impossible to pay 10% of the Daily Gross Sales if one continues to operate after payment has been made. A written statement of the amount of the gross sales for any particular day is required with payment. The Jockey Lot reserves the right to inspect any and all records, receipts and bills. The Jockey Lot further reserves the right to require receipts and the Concession Vendor owner/operator to submit to a polygraph examination at the expense of the Jockey Lot.

**III. TERMS, CONDITIONS, AND RULES:**

- a. The following are additional rules and regulations for Concession Vendors. All other Jockey Lot rules, policies, and regulations also apply.
- b. Any Concession Vendor who has concession items in one space and non-concession items in other spaces, must have at least one (1) employee in charge of the concession and handle concession items only. The sale of these concession items must be separated from any non-concession items in other places.
- c. Every concession vendor must have an Anderson County Health Department certificate for any food or drink item sold. In the event the Health Department says there is no certificate required, a copy of that letter is also required for our records. Furthermore, all Concession Vendors must comply with all federal, state, and local laws and regulations in regards to the items sold or services rendered.
- d. Each Concession Vendor is financially responsible for any products which they sell on Jockey Lot premises. The Jockey Lot requires any concession operator to maintain liability insurance of at least Five Hundred Thousand (\$500,000) Dollars which will cover the Jockey Lot for any losses sustained by the concession operator.
- e. Preparation of food and drink must be done in a sanitary manner. This normally requires a three (3) compartment sink and hot water. Water is available through the Jockey Lot at twenty and No/100 (\$20.00) Dollars per month at the present rate, however, the Jockey Lot reserves the right to increase water cost from time to time at its discretion with one (1) week notice. Sewage must be disposed of in a sanitary manner which normally requires the Concession Vendor to furnish and maintain his or her own septic tank system.
- f. All new restaurants must be approved by the Jockey Lot and, if built, are constructed by the individuals who wish to run same. The complete cost of constructing the building, including but not limited to, any and all water connections, electrical wiring, and septic tank systems, must be furnished and maintained by the Concession Vendor. The Jockey Lot has no duty and is not responsible for maintaining or repairing issues with the septic tank system, electrical system or issues regarding the Concession Vendor’s building. The restaurant owner must also agree to repair all damage done to the Jockey Lot while the building is being erected and the septic tanks installed. The Jockey Lot recommends that any restaurant buildings be portable in nature. If the building is built in some other location and transported to the Jockey Lot, the owner/operator may take the building with him or her when the lease terminates. If the building is constructed on the Jockey Lot property or if it is permanently affixed to the property, the concession building becomes the property of the Jockey Lot upon completion as well as any Fixtures installed. Plans must be approved by the Jockey Lot prior to construction.
- g. The operation of any restaurant at the Jockey Lot will be conditioned upon the general cleanliness of each restaurant. It will be a violation of our rules if the restaurant is not kept clean and presentable to the public at all times. If the Concession Vendor is closed down or fined due to any health code violation the Jockey Lot has the option to terminate the rental relationship and require the Concession Vendor to move

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from the Jockey Lot premises with one (1) week notice.

- h. Concession Vendors are required to be open during normal business hours unless there are unusual circumstances. i.e., 9 am to 5 pm Saturday and Sunday. If a Concession Vendor is closed for any operating day, the restaurant owner will be responsible for paying the Jockey Lot an amount which will equal the average of the last three (3) operating day's receipts. Any Concession Vendor that fails to open absent unusual circumstances is in violation of Jockey Lot rules and the Jockey Lot, in its sole discretion, has the option of terminating the Concession Vendor's lease with one (1) week notice.
- i. Any rental at the Jockey Lot can be terminated with one (1) week notice without reason by the management of the Jockey Lot.
- j. All concession areas belong to the Jockey Lot and are rented on a week to week basis. Any time an operator does not want to be present, the Jockey Lot reserves the right to replace such Concession Vendor with another operator. Any Concession Vendor who wishes to terminate their business at the Jockey Lot may do so at any time and carry the equipment which they own, excluding Fixtures, with them.
- k. As a benchmark the Jockey lot uses the the formula three (3) times space rent to evaluate the profitability of the Concession Vendor. For example, if a concession occupies three (3) spaces for a total of \$30 per day, at current rates, then that concession should pay the Jockey Lot \$90 per day, meaning the concession should have Gross Sales in the approximate amount of \$900 per day. This is an amount that the Jockey Lot has determined to be useful in determining whether the continued operation of the concession is mutually advantageous to both the Concession Vendor and the Jockey Lot. The Jockey Lot reserves the right, at its sole discretion, to cancel any Concession Vendors' lease who does not meet this benchmark. The Jockey Lot further reserves the right to modify this benchmark from time to time at its sole discretion without notice.

#### **IV. SALE OR PURCHASE OF CONCESSION**

- a. The following rules, regulations, and/or policies are in addition to the general rules, regulation, and policies of the Jockey Lot as well as those specified in Section III above.
- b. Any offer to sale (including a "for sale" sign in the window) or acceptance of offer by a third party to buy automatically terminates the lease. It will be the sole discretion of the Jockey Lot to allow said Concession Vendor to continue operations or require the Vendor to vacate the concession building. If the Jockey Lot allows the Concession Vendor to continue after such an event it does so on a week-to-week basis, and by doing so the Jockey Lot does not waive its right to require the Concession Vendor to leave at a later date, given that the request to vacate is within a reasonable time after the occurrence. Since numerous new potential buyers visit the Jockey Lot every week, a "for sale" sign in the window will be considered a new occurrence each week it is present.
- c. The Jockey Lot owns all permanently affixed buildings on Jockey Lot property, and Fixtures in and outside the building. A Concession Vendor attempting to sell his business only has the right to sell the equipment owned by the Concession Vendor that is not considered Fixtures and its other business assets, including but not limited to business name, accounts receivable, etc.
- d. The sale of the concession business assets does not guarantee a purchaser the right to operate the business at the Jockey Lot. If the business is sold the Jockey Lot must approve all new owner/operators of the concession business. If approved the new Concession Vendor must agree to and abide by the same rules, regulations, and policies as the original owner.
- e. No seller shall misrepresent any material facts to a potential buyer. Buyers should be extremely cautious in any purchase of a concession business. They should make sure that they are prepared to abide by Jockey Lot rules, regulations, and policies. They should also be aware of exactly what they are purchasing and make sure they are paying a fair price for the assets they are acquiring. As a warning to any potential purchaser, running a concession is not an easy task, so please be sure you understand what exactly the responsibilities you will have.
- f. The Jockey Lot receives approximately twenty (20) inquiries per month concerning concessions at our Flea Market. We have no immediate plans to add any concessions to the Jockey Lot. However, if you would like to fill out this application and return it to our office, we will be glad to consider it at our convenience and contact the applicant when we have space available.

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**V. REQUESTED ITEMS TO BE SOLD OR SERVICES TO BE RENDERED:**

- a. Please list all items which you intend to sell or services you intend to render. You will be limited to the items listed below without further permission (please be specific):

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If you need additional space to list items please use the back of this sheet. Any item which is not listed above or on the back of this sheet cannot be sold, or service be rendered, by you without further application to the management of the Anderson Jockey Lot. The Jockey Lot reserves the right to approve and/or deny items on an individual basis.

- b. Type of experience you have had in food preparation and food concessions:

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- c. Last place in which you personally sold concession items and position held:

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**VI. Acknowledgement and Signatures:**

These rules are made in an effort to maintain control of our business and protect the public from contamination of any of the food items. These rules and regulations are subject to change without notice at any time.

W. Richard McClellion, Owner

By signing below you attest that you have read the Jockey Lot rules, regulations, and policies, including ones that are concession specific as provided above, that you understand them, and agree to abide by such. You further agree to abide by any decision of the management in regard to any concession the Jockey Lot grants you. Any privilege to sell a concession at the Anderson Jockey Lot can be terminated at any time by the Management of the Anderson Jockey Lot without notice and without liability for doing so. Any and all rules and regulations as provided by the Jockey Lot can be changed without notice.

\_\_\_\_\_ Applicant

Your request for a concession will be acted upon within ten (10) days of your request provided you continue to pursue this matter with the Management of the Jockey Lot.

We hereby deny the right to sell any concession at the Anderson Jockey Lot.

\_\_\_\_\_  
Owner

We hereby agree to allow you to sell the following items \_\_\_\_\_  
in space(s) \_\_\_\_\_  
provided you comply with all Federal, State, and County Health regulations, abide by all Jockey Lot rules, regulations, and policies, and pay ten (10%) percent of the gross sales or three times normal space rent, whichever is greater.

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\_\_\_\_\_  
Owner

**ADDENDUM TO APPLICATION FOR CONCESSION FOR PURCHASE OF CONCESSION BUSINESS:**

The Jockey Lot requires all concession operators to maintain liability insurance of at least Five Hundred Thousand (\$500,000) Dollars which will cover the Jockey Lot for any losses sustained by the concession operator.

I acknowledge that the sales price of the concession is \$\_\_\_\_\_, which is the fair market value of the equipment which is removable from the Jockey Lot, and I do not claim any interest in any property, real or personal, which is attached to the Jockey Lot. Purchaser agrees that he or she has completed his or her due diligence and believes the purchase price to be approximately the value of the purchase price being paid. Purchaser agrees that he or she has read all general Jockey Lot rules, regulations, and polices as well as those specific to concessions, and purchaser further agrees to abide by such and agrees to be bound by such just as if he or she were the original Concession Vendor.

**WITNESS** my hand and seal this \_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_

\_\_\_\_\_  
SELLER

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