

**CONCESSIONS SERVICES AGREEMENT**  
**2022-2025**

This Concessions Services Agreement, effective July 1, 2022, is between Miami University Concessions (Concessions) of the Department of Campus Services and the Department of Intercollegiate Athletics (ICA). Campus Services understands food sales benefit both parties and desires to work with ICA determine the menu and pricing that will be provided at each event to maximize the opportunity for such sales.

1. **Term of Agreement.** The term of this agreement is for three (3) years, commencing on July 1, 2022 and ending June 30, 2025. This agreement shall be renewable upon mutual agreement of the parties.
2. **Sole Proprietorship.** Campus Services is the sole proprietor for concessions and vending of food for Miami University in Oxford. Work proposed to be performed under this agreement by Campus Services shall not be subcontracted by anyone other than Campus Services. Should it be determined that a substitute vendor and/or additional vendor is required, Concessions will contract with that vendor.
3. **Services for Home Competitions.** Campus Services agrees to provide following respective services:
  - a. For all home baseball games during the Term, Campus Services agrees to provide the following services: one trailer and grill setup or food truck, open from one half hour prior to game time until the top of the 8<sup>th</sup> inning.
  - b. For all home men's basketball games during the Term, Campus Services agrees to provide following services: two permanent stands, open from one hour prior to game time until the 10 minutes into the 2<sup>nd</sup> half, including the hawker service for the first half of each game. Courtside service can be provided for an additional \$400 charge per server per year.
  - c. For all home women's basketball games during the Term, Campus Services agrees to provide the following respective services: one permanent stands, open from one half hour prior to game time until the end of 3<sup>rd</sup> quarter.
  - d. For all home football games during the Term, Campus Services agrees to provide the following services: all permanent and remote stands, including the hawker service, open one and a half hours prior to game time until the end of 3<sup>rd</sup> quarter. Campus Services and ICA will discuss services if ticket sales are not favorable to open all locations.
  - e. For all home ice hockey games during the Term, Campus Services agrees to provide the following services: three stands open per game, open one hour prior to game time until the end of 2<sup>nd</sup> period.
  - f. For all home track and field meets during the Term, Campus Services agrees to provide the following services: one grill setup or food truck, hours of service to be determined a month prior to the event.
  - g. For all home soccer matches during the Term, Campus Services agrees to provide the following services: one grill setup or food truck, open from one hour prior to game time until 10 minutes into the 2<sup>nd</sup> half.
  - h. For all home volleyball matches during the Term, Campus Services agrees to provide the following services: one permanent stand per game, open from one half hour prior to game time until the 3<sup>rd</sup> set.
  - i. For all home softball games during the Term, Campus Services agrees to provide the following services: one trailer and grill setup or food truck, open from one half hour prior to game time until the top of the 6<sup>th</sup> inning.
  - j. Campus Services will make service level determinations based on prior year's sales and input from ICA regarding projected attendance. In the case of exhibitions or games taking place during holiday breaks and weekdays, Campus Services and ICA will mutually determine the service level provided.

4. Promotions. All promotions including vouchers, discounts, or giveaways will be negotiated between ICA and Campus Services, including pricing of the promotion at least two weeks prior to distributing promotion. All promotions will be in writing and agreed upon in writing prior to any service being rendered. Information and details about promotions negotiated between athletics and Campus Services will not be disclosed to any other group or organization. These promotions are only good for the athletic department use. Promotions, which are not approved by ICA and Campus Services, will not be honored. Both parties will work together to market and promote game day themed menu item(s).
5. External Groups Hosting. Campus Services and ICA will discuss and jointly approve any organization that wishes to provide free food to guests attending athletic events outside of the athletic venue boundary.
  - a. Campus Services will have the first right of refusal to provide point of sales to areas outside of ICA venues if an event should warrant it. If Campus Services is unable or unwilling to provide for such requests, they will work with ICA to establish an alternative solution. All such alternate vendors must have current food service licenses and be approved by Miami as a vendor.
  - b. In order to provide greater variety at Yager, Campus Services may, with ICA approval, contract with various local and regional vendors to sell food within the confines of the stadium. Campus Services may also work with local vendors to provide service at events Campus Services chooses not to service.
6. Equipment and Staffing. All equipment inside concession areas is owned and maintained by Campus Services and or Campus Services suppliers. Campus Services hires and maintains its own staffing including but not limited to student workers, full and part time, and Non-Profit Organizations (volunteers).
7. Hospitality and Customer Service.
  - a. Campus Services and ICA will look at ways to improve the customer service provided at events by continuing training and requiring community stand managers, student managers, and management staff to attend required training sessions.
  - b. Campus Services will use the previous year's financial reports fan surveys to establish service levels and standards to be reviewed collectively with ICA.
  - c. Campus Services will work with ICA to ensure guest satisfaction and assist in any efforts to improve perception in that area. Both parties will work on drafting and distributing a year-end survey to game day visitors.
8. Reports.
  - a. Campus Services will submit a weekly micros sales report to ICA, outlining sales data, along with voucher and/or promotion redemption, per game, from each area.
  - b. Campus Services will provide a profit & loss statement twice a year to ICA, outlining sales and expenses.
  - c. Campus Services will periodically communicate information regarding events failing to reach minimums.
9. Commission. Campus Services and ICA agree to a commission based on the following figures:
  - a. Commissions will be paid on NET cash and credit sales on food, alcoholic beverages and non-alcoholic beverages based on the following step scale:

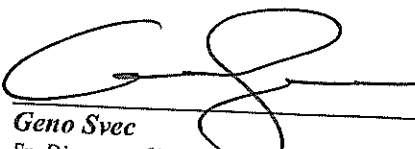
- \$1.00 – \$100,000 - 24% commission
  - \$100,001 - \$200,000 - 25% commission
  - \$200,001 - \$300,000 - 26% commission
  - \$300,001 – 400,000 - 27% commission
  - \$400,000 and above - 28% commission
- b. For soccer, volleyball, and softball games, there must be a minimum of \$200 to be net prior to a commission being paid. Double headers must meet a \$400 minimum. Commissions will not be paid until Campus Services reaches the net sales minimum guarantee.
  - c. For baseball, men's and women's basketball, football, ice hockey, and track and field, there are no net sales minimums.
  - d. Exceptions – ICA discounted promotions, discounted vouchers redeemed during the course of the fiscal year; or on events not supported by ICA. Commissions are not paid on ICA events that are held at Goggin.
  - e. Any ICA-approved vouchers redeemed at concession stands will be deducted from the payout at the end of the fiscal year by a transfer of funds, unless paid for in advance of the transfer.
  - f. Campus Services agrees to a minimum profit share with ICA in year one, of 20% of the total NET profit obtained for the fiscal year.

10. Payout. Campus Services agrees to payout ICA monthly via interdepartmental transfer as follows:

- d. Millett – softball, women's basketball, men's basketball, and volleyball.
- e. Yager – football, soccer, and track.
- f. McKie – baseball
- g. Goggin – ice hockey is not part of the payout at this time. Goggin will be included based on the final conversations with the Director of Athletics and the CFO of Miami University.

11. Points of Contacts. The liaisons are as follows:

- a. ICA – Darrell Hallberg
- b. Campus Services – Geno Svec (Until a Concession GM is in place)

  
**Geno Svec**  
 Sr. Director of Food & Beverage, Campus Services

DATE 1.13.2022

  
**Jude Killy**  
 Deputy Athletic Director, ICA

DATE 1/13/2022