

Exhibit A

Scope of Authorization

Operation

Concessionaire agrees that the Kiosk will be open for business, at a minimum, during the following hours:

Monday to Friday: 8:00 am to 7:00 pm
Saturday to Sunday: 8:00 am to 8:00 pm
Including all holidays

Concessionaire agrees to operate the Kiosk by having a variety of high quality food items available to patrons (i.e. muffins, bagels, donuts, pastries, fruit, salads, sandwiches, hot dogs, hamburger, and other prepared or packaged foods) at good value. Concessionaire agrees to provide high quality beverages to patrons (i.e. coffee, fruit juices, water, soda and milk).

Upon obtaining the appropriate licensing, Concessionaire shall be permitted to serve the following alcoholic beverages: beer, wine, and frozen drinks. Sale of alcoholic beverages is limited to those permitted under a 2COP license. Alcoholic beverages shall be allowed within the boundaries of the kiosk deck area, only. Sale and/or possession of alcoholic beverages beyond those boundaries shall be strictly prohibited. Concessionaire shall post signage to that effect in a conspicuous place(s) and shall ensure observance, and shall be responsible for monitoring and enforcement.

Concessionaire shall meet all Health Department regulations and other applicable laws and regulations in operating the Kiosk.

Concessionaire and their employees shall accept deliveries. Time for deliveries shall be before 10 a.m. daily.

Concessionaire shall secure Property to protect against vandalism. City shall not be held responsible for repairs and/or property loss due to vandalism.

Concessionaire shall provide tables, chairs, and umbrellas in the courtyard/sand area surrounding the Property, as well as bar seating at the open counter spaces. All personnel working on the Property on behalf of Concessionaire shall be required to wear uniforms and should be professional and friendly.

All garbage and trash generated by Concessionaire's business operations shall be deposited on a daily basis in enclosed containers located on the Property. Concessionaire shall provide for removal, at Concessionaire's expense for any garbage and trash that does not fit within the enclosed containers located on the Property. All garbage and trash shall be properly disposed and not left on the Property.

Concessionaire shall be responsible for cleaning the outdoor seating areas and the interior of the Property on a daily basis including dispose of all garbage and waste in designated on-site dumpsters upon closing each evening. City shall be responsible for cleaning and maintaining the rest room facilities on the Property. Furthermore, Concessionaire shall pay directly for all utility services on the Property including, but not limited to telephone, cable, alarm and electric services, by separately securing metered accounts for each with the appropriate entity. City shall provide water and sewer at no additional cost.

Concessionaire shall be responsible for all fees and costs for parking.

Repairs, Maintenance and Surrender

Concessionaire agrees at its own expense to keep, maintain, and clean the Property except as provided otherwise herein, in the same state of repair and condition as existed on the date of execution of this Agreement. Maintenance shall include, but not be limited to, cleaning windows, washing and waxing floors, carpet cleaning, light bulb replacement, and sweeping and cleaning of sidewalks. Concessionaire shall be responsible for all janitorial services of the interior of the Property.

Concessionaire shall deliver to City, upon termination of this Agreement the entire property in the same state and condition as existed upon execution of this Agreement. Final date of operation to the public will be three (3) months from contract execution date. Concessionaire shall post public notices at Property to inform patrons one (1) month prior. Upon arrival of final date of operation, Concessionaire will have three (3) weeks to vacate property in their entirety, leaving the Property in good condition. Concessionaire will do a final inspection of Property with a City representative to ensure Property has been left in good condition.

City shall make all exterior repairs, including repairs of the roof and sidewalks, as well as repairs as required because of water entering the demised premises from the roof or other parts of the building or from other causes not under the control of Concessionaire shall maintain the exterior of the building in good condition. Concessionaire shall promptly reporting, in writing, to the City any defective or dangerous conditions known to Concessionaire.

Utilities and Services

City will be responsible for providing Kiosk site utilities to include sewer and water services. Term: 3 months with an option to extend month by month beyond. Concessionaire shall be responsible for all garbage removal, electricity and cable services for Property.

Compensation to City

Concessionaire shall pay a base monthly rent of \$2,750.00 to be paid to the City in advance of the month for which rent is due. In addition to base monthly rent, Concessionaire shall pay all taxes during lease term for the Kiosk premises.