

This agreement made the _____ between
Rochester Yacht Club, a membership corporation at Summerville, New York,
hereinafter referred to as "The Club", and
of
hereinafter referred to as

Witnesseth:

First: This instrument states the agreements, effective for the year
1953, of the parties respective (1) the operation of the restaurant
at the Club House of The Club by
as a concession and (2) the employment of
by the Club to sell beverages at the bar operated by The Club in the
Club House.

Second: Restaurant Concession Agreement:

1. The _____
as independent contractor, will operate the kitchen and dining room in
the Club House of The Club at Summerville, New York, to furnish meals to
members of The Club and their guests.
will provide and pay for all food, stores and supplies, and will hire
and pay all waiters and other employees required for the preparation and
service of meals, and will indemnify The Club and save it harmless from
any and all bills, charges and expenses which they shall incur in the
operation of the dining room.
2. The _____
will devote their personal services to the operation. They will comply
with all ordinances and laws respecting the preparation and sale of food
and beverages and the operation of a public restaurant. They will be
solely responsible to make all deductions, contributions, payments, re-
cords and reports affecting the wages of their employees which shall be

required under Federal and New York laws in connection with unemployment insurance, old age benefits, disability benefits and all other laws which may relate to or affect their employees; and the

will indemnify the Club and save it harmless from any and all claims or demands in respect of such matters.

3. The
will obtain and pay the cost of a suitable policy of Workman's Compensation Insurance covering their employees, which policy shall be approved by The Club. The Club will maintain and pay the cost for Owner's Public Liability Insurance covering the premises of its Club House.

4. The
will use the kitchen and dining room equipment of The Club without charge, and The Club will maintain, repair and replace such equipment as may be damaged in ordinary use.

5. The
will furnish high quality food, cooked by
or under supervision, and serve it in an attractive and efficient manner. They will provide adequate help to assure service with reasonable promptness.

6. The Club will furnish at its expense fuel and electricity for kitchen appliances, hot ~~water~~ supply and for lighting and heating The Club House. The
will furnish at their expense the ice required for kitchen and dining room.

7. The Schedule of Operation for the season of 1953 will be approximately as follows:

- (1) Lunches will be served from 12-2 on Saturdays and Sundays commencing April 4.
- (2) Lunches will be served daily, except Mondays, from 12-2 on weekdays, and lunches and dinners from 12-3 on Sundays

and Holidays commencing April 20, 1953.

- (3) Dinners will be served week days, except Monday, from 6-9 P. M., commencing May 23, 1953.
- (4) Service of dinners as provided in Item 3 above shall continue through end of September.
- (5) Service of lunches and dinners as provided in Item 2 above shall continue through end of October.
- (6) Service of lunches as provided in Item 1 above shall continue through end of November.

The above schedule represents an approximate minimum of meal service to be provided regularly for the individual Club members and their guests and it is expected that this schedule may be modified by agreement of the parties depending upon the apparent demand for such service at the beginning and end of stated periods, or at any time during the season if the parties agree that a change shall be for mutual benefit of

and the members of The Club. The will have the right to provide meal service to Club members and their guests for longer periods than those above provided,

8. In addition to the meal service provided in Paragraph 7, The will provide dinners for Club functions or parties, and for parties of non-members of The Club which shall be sponsored by a member and approved by the Chairman of the House Committee and members of his committee, and such dinner functions or parties may be held at any time during 1953 which shall be agreed upon by the parties. The will provide breakfasts for members, visiting yachtsmen and their

crews and guests at the time of Rochester Race and prior to and during series of inter-club races held at and sponsored by The Club. The period during which breakfast shall be served shall be arranged between parties.

9. The will set the prices for all meals served as provided in Paragraph 7 and 8; but such prices shall not exceed the prices for similar meals in good restaurants in the Rochester area for comparable quality of food and service. The prices for dinners of The Club or dinners sponsored by its members, as provided in Paragraph 8 shall be agreed upon with the in advance of the dinners. The parties may agree that the price of meals under the regular meal service or the price of a group dinner may include a reasonable charge for tips to the waiters and staff employed by the

The will collect and retain as their own money the amounts charged for all meals so served by them, except that collection for meals of group parties shall be made as agreed respecting each such party.

10. The shall keep accurate records of the number of lunches and dinners, respectively served each day, and of the number of meals served at each group party; and shall make weekly reports or summaries of such records for the House Committee.

11. The will maintain in clean and sanitary condition the kitchen, and the waitresses' and helps' dressing room, and all kitchen utensils and equipment, and all tableware and cutlery, and also all bar room glassware and the sinks and other equipment behind the bar. The Club will

keep clean the remainder of the Club House. The kitchen shall be open to inspection at any time by the House Committee or officers of The Club.

12. The purpose of this concession is to assure to the members of The Club and their guests high grade meal service comparable to that furnished by representative social clubs in the Rochester area, and the will cooperate with The Club in every reasonable way to provide a courteous, friendly and homelike atmosphere in the dining room, and will give due consideration to all suggestions on the part of The Club respecting the character and type of menus, the cost of meals sold and the details of serving meals.

Third: Agreement for Employment at Bar:

13. The hereby agree, as employees of The Club, to sell beverages at The Club House and to maintain and operate the bar under the direction and control of The Club; and The Club hereby agrees to employ for that purpose.

14. The bar shall be operated during such periods of the year and on such days and hours during such periods as shall be determined by The Club.

(a) It is intended that the bar will be operated on Fridays, Saturdays, and Sundays commencing and continuing through and that it also will be operated on Tuesday, Wednesdays, and Thursdays commencing and continuing through November.

(b) The daily hours of such operation shall be from noon un-

til 2 A. M. on the following day except that Sunday operation will commence at 1 P. M.

(e) The bar also shall be in operation during the times that duly authorized group dinners or evening meetings, lectures or entertainments shall take place at the Club House.

15. The

shall receive a salary of \$3,050 for the year for their said services, which shall be paid to them in instalments of \$175 each on the first days of March, April, May and June and of \$400 each on the first days of July, August, September, October and November, and of \$175 each on the first and last days of December.

16. As additional salary the

shall receive one-half of the net profits realized by The Club from overall operation of The Club House for the year. Such net profits shall be the profit from the operation of the bar and the sale of beverages in The Club House, less all the expenses which The Club has assumed and agreed to pay under both the foregoing agreements for the overall operation of the restaurant and the bar.

17. It is understood that on the occasions of group dinners or evening meetings, lectures or entertainment, The Club may employ additional persons to assure adequate bar service; and that the wages of any such additional employees shall be paid by The Club and shall be treated as an expense in determining the net profits deferred in Paragraph 16 above.

18. For the purpose of this agreement The Club will act through its House Committee on all matters relating to these agreements and any changes or modifications which may be arranged between the parties shall be made between _____ and said House Committee or the Chairman thereof.

ROCHESTER YACHT CLUB

By _____