RIVERSIDE COUNTY REGIONAL PARK

AND OPEN-SPACE DISTRICT

Concession Agreement for Special Activities

Date(s) and time(s) of event:

This Agreement is made by and between the Riverside County Regional Park and Open-Space District (“DISTRICT”) and  (“CONCESSIONAIRE”).

The parties agree as follows:

# CONCESSIONAIRE desires to secure from DISTRICT the privilege to conduct the following activity:

1. The activity will be held at  on .
2. DISTRICT grants to CONCESSIONAIRE the privilege to occupy the following location subject to the terms and conditions of this agreement: *.*
3. CONCESSIONAIRE agrees that the use of the location shall be limited to the following purpose(s): .
4. CONCESSIONAIRE shall pay DISTRICT the following amount(s) for use of the location: .
5. A Special Event Application Permit (which has been attached to and is made part of this agreement) has been completed by CONCESSIONAIRE and submitted to DISTRICT at least two (2) weeks prior to execution of this agreement. This Application must include the following (where applicable): Statement why the proposed activity is compatible with use of the Riverside County Regional Park & Open-Space District; description of all charges to be made by CONCESSIONAIRE or other persons for the activity and method for collection of charges; listing of items to be sold at the activity; estimated gross receipts to be collected by CONCESSIONAIRE or other persons; maximum attendance at the activity and proposed methods for limiting attendance; description of parking arrangements; listing of individuals responsible for management of the activity; and plan for fire, police and medical protection.
6. No later than  days prior to the activity, CONCESSIONAIRE shall provide DISTRICT with a cash deposit in the amount of $ to guarantee the following: money which may be payable to DISTRICT pursuant to this Agreement; payment of any utility charges related to the activity; obligation of CONCESSIONAIRE to remedy any damage to the location related to the activity; obligation of CONCESSIONAIRE to remove all trash or other personal property left at the location following the activity; or reimbursement of DISTRICT for any costs incurred by DISTRICT or third parties in order to restore the location to the condition which existed prior to the activity.
7. CONCESSIONAIRE shall not be allowed to occupy the location or otherwise begin the activity until CONCESSIONAIRE has complied with all terms and conditions of this Agreement.
8. CONCESSIONAIRE agrees that failure at any time to comply with any term or condition of this Agreement shall give DISTRICT the unilateral right to immediately terminate this Agreement and prohibit CONCESSIONAIRE’S use of the location. If such termination occurs, DISTRICT reserves the right to retain any payments made by CONCESSIONAIRE pursuant to this Agreement. DISTRICT retains the right to enter the location at any time and use the premises in the manner which is deemed by DISTRICT to be in the best interests of DISTRICT or the public.
9. CONCESSIONAIRE agrees that any authorized representative of DISTRICT or County of Riverside shall have access to the location at all times before, during or after the activity.

# The general public shall have access to the location except as follows: .

# CONCESSIONAIRE shall ensure that the activity and all related operations are conducted in a quiet and orderly manner consistent with use of the location.

# CONCESSIONAIRE is solely responsible for the location allocated for the activity; and CONCESSIONAIRE agrees to immediately compensate DISTRICT or third parties for any damage caused to the location or other areas related to the activity. Following completion of the activity, CONCESSIONAIRE shall immediately restore the location and adjacent areas to the conditions which existed prior to the activity. CONCESSIONAIRE shall immediately repair or replace any property which is damaged as the result of the activity.

# The location shall be kept clean and free from all trash and debris. CONCESSIONAIRE shall ensure that the location and surrounding areas are cleared in a proper manner of all trash, debris or other materials related to the activity immediately upon conclusion of the activity. Trash, debris or other materials shall be placed in appropriate receptacles and shall not be moved into the streets or other areas.

# When requested by CONCESSIONAIRE in writing, DISTRICT will issue passes to CONCESSIONAIRE representatives for the activity. The names of such representatives must be furnished to DISTRICT no later than .

# Vehicles present at the activity may be parked in general public parking areas except as follows: .

# CONCESSIONAIRE is responsible to direct all vehicular traffic at the activity unless otherwise required by DISTRICT.

# DISTRICT must approve in advance charges of any kind to be imposed by CONCESSIONAIRE or other persons related to the activity. CONCESSIONAIRE shall provide a complete list of all such charges to DISTRICT at least five (5) work days prior to the activity (including prices for all items to be sold at the activity); and CONCESSIONAIRE agrees to revise any charges as reasonably requested by DISTRICT. The charges submitted to DISTRICT shall apply throughout the duration of the activity. CONCESSIONAIRE shall post signs at the location which state the charges in a conspicuous manner. The size, content and location of the signs is subject to approval by DISTRICT.

# DISTRICT and local fire authorities must approve in advance the use of any building, tent, enclosure or other similar structure. No structure shall be constructed or erected at the location except as stated in this agreement.

# CONCESSIONAIRE shall confine the activity to the location described in this Agreement. CONCESSIONAIRE shall not engage in another activity or business at or about the location other than as expressly stated in this Agreement.

# CONCESSIONAIRE shall ensure that the location is ready for the activity at least 30 minutes before the activity is opened to the public.

# Sound-producing or sound-amplification devices may not be used at or near the location without the prior written approval of DISTRICT. Such devices must not cause annoyance or disturbance to other persons at or near the location. DISTRICT’S determination as to the acceptability of such devices shall be final and conclusive.

# No games, gambling or other activity in which money is used as a prize or premium (including cash “buy backs” of any prize or premium) shall occur at or near the activity or otherwise be used or promoted by CONCESSIONAIRE in connection with the activity. Any method of merchandising used at or related to the activity shall be subject to approval of DISTRICT and local law enforcement officials.

# DISTRICT, County of Riverside, or any third party which owns or operates the location assume no responsibility for loss or damage to property of CONCESSIONAIRE or persons who attend the activity. Property which may be removed or is easily damaged should be secured in protected areas.

# In the event that DISTRICT is required to remove or store any property or materials because of CONCESSIONAIRE’S failure to properly vacate the location, CONCESSIONAIRE shall immediately compensate DISTRICT for all costs associated with such removal or storage.

# CONCESSIONAIRE must obtain all licenses or permits which may be required for the activity. CONCESSIONAIRE shall provide copies of all required licenses or permits to DISTRICT no later than .

# Sale of alcoholic beverages shall not be allowed without a proper license or permit and prior written approval of DISTRICT. DISTRICT must approve in writing the exact location where sale of alcoholic beverages will occur.

# If food or other goods are to be sold at the activity, CONCESSIONAIRE shall ensure that all persons engaged in such sale wear suitable clothing in accordance with the requirements of the State of California and other regulatory agencies. CONCESSIONAIRE shall ensure that all persons selling or otherwise distributing foods, beverages or other items for human consumption maintain pure, clean, adequate and wholesome stock which is kept free from any contamination; and that such items are served in accordance with the requirements of the State of California and other regulatory agencies.

# CONCESSIONAIRE shall ensure that the activity is conducted in all respects in compliance with all applicable rules and regulations of DISTRICT, County of Riverside, the State of California, and any other public agency. CONCESSIONAIRE shall ensure that the activity does not infringe upon the rights, privileges or privacy of other persons within the vicinity of the activity.

# Fires are not permitted at the activity except with the prior written approval of DISTRICT and any other applicable public agency.

# CONCESSIONAIRE shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement or related activities; and CONCESSIONAIRE shall comply with all applicable fair employment and civil rights laws or regulations.

# DISTRICT’S failure to enforce any term or condition of this Agreement shall not be construed as a waiver of any subsequent breach of such term or condition.

# **INSURANCE** CONCESSIONAIRE shall provide insurance as follows:

* 1. CONCESSIONAIRE shall provide liability insurance in the following amounts: Bodily injury ($1,000,000); Property damage ($1,000,000). Shall provide RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT with a Certificate of Insurance evidencing such coverage. The certificate shall name the following as additional insureds: “Riverside County Regional Park & Open-Space District, Park, County of Riverside, and their respective Directors, Officers, elected officials, employees, volunteers, agents or representatives" as an Additional Insured. The certificate must state that the insurance will not be canceled or reduced without 30 days prior written notice to Riverside County Regional Park & Open-Space District.
  2. CONCESSIONAIRE shall provide Workers’ Compensation Insurance as required by California law.
  3. DISTRICT shall not be responsible for payment of premiums for insurance provided pursuant to this Agreement.
  4. All insurance coverage shall be subject to approval by DISTRICT and its County Counsel. Insurance provided by insurers not licensed in California is strongly discouraged and may not be acceptable.

# **INDEMNIFICATION** CONCESSIONAIRE shall indemnify and hold harmless DISTRICT, County or Riverside, and any third party which owns or operates the location, including their officers, employees, agents and guests, against any liability, damage, claim, action, demand, judgment, loss, cost or expense of any kind arising from personal injury, death, property damage, or any other cause, based or allegedly based, upon any act or omission of CONCESSIONAIRE, its officers, employees, volunteers, agents or guests, related to or in any way connected with the activity or use of the location.

# Any legal action filed by either party relating to the interpretation or performance of this Agreement shall be filed in the appropriate Court of the State of California in the County of Riverside.

# This Agreement, including any exhibits or attachments, shall represent the complete Agreement between the parties regarding the activity. This Agreement may not be amended by a prior or subsequent oral agreement between the parties or other representatives. The terms of this Agreement may be altered only by a written document signed by both parties.

# This Agreement or the privileges granted herein cannot be assigned or otherwise transferred without the prior written consent of DISTRICT.

# Additional requirements:

CONCESSIONAIRE

By: Dated:

Name (printed or typed):

Title:

Organization:

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT

By: Dated:

Scott Bangle, General Manager