

**FOR MOBILE FOOD SERVICE  
AT  
LUCKY PEAK STATE PARK**



Idaho Department of Parks and Recreation  
Lucky Peak State Park  
Mobile Food Service

Issue Date: April 10<sup>th</sup>, 2026



Idaho Department of Parks and Recreation  
Lucky Peak State Park  
Mobile Food Service Concessionaire

**REQUEST FOR PROPOSAL**

**INTRODUCTION**

The Idaho Department of Parks and Recreation (IDPR) is interested in providing its visitors with a food service available at Spring Shores Marina. IDPR seeks proposals for a seasonal, self-contained mobile food vendor. The operator will manage all aspects, including setup, staffing, and marketing, while ensuring independent operation as no water or electricity will be available. A variety of options regarding the operation will be considered as proposed by each Respondent to this Request for Proposal (RFP).

**NOTE: This RFP is not intended to be an offer to enter into a contract and is not governed by the State of Idaho purchasing statutes, Idaho Code §§ 67-9201 through 67-9234, or by the Rules of the Division of Purchasing, IDAPA 38.05.01. Upon selection of a suitable proposal, IDPR shall enter into negotiations with the selected Respondent to determine the terms and conditions for a possible concession contract based on, but not limited to, the attached Concession Agreement, the special terms and conditions identified herein, the Respondent's proposal, and such other terms and conditions that IDPR, in its discretion, deems necessary. If IDPR and the selected Respondent are unable to reach agreement on terms and conditions, nothing herein shall be deemed to obligate IDPR to enter a concession lease with the selected Respondent or to award the concession contract to any other Respondent. The only right granted to the selected Respondent is the right to enter negotiations with IDPR for possible award of the anticipated concession contract described herein.**

**IDPR OBJECTIVES**

IDPR hopes to provide a popular food service for the recreationists of Lucky Peak State Park by seeking a willing and capable concessionaire.

In responding to this RFP, each Respondent must address all proposal requirements identified in the RFP. The Proposal Format/Requirements section provides a format to fully describe the opportunities and amenities to be developed and provided, the respective roles of IDPR and the selected Respondents in accomplishing such development, compensation to be made to IDPR, and the qualifications of the Respondent for the project. All concessionaires at Lucky Peak State Park, including the one sought through this RFP, will be subject to the terms and conditions of the lease between IDPR and the US Army Corps of Engineers (USACE). The USACE lease agreement can be provided upon request. Additionally, further information about special conditions and requirements regarding concessions in state parks leased on federal lands is highlighted in the attached IDPR Standard Concession Agreement, Attachment A, Item #40.

Received proposals will be evaluated by IDPR and if, in the opinion of IDPR, an acceptable proposal is received, IDPR may then choose to negotiate a concession lease with the selected Respondent for the development and operation of mobile food services, not to exceed one operating season.

## **ABOUT THE PARK**

Lucky Peak State Park is the perfect place for swimming, picnicking, fishing, boating or biking. Sandy Point and Discovery Park are a 10-minute drive from downtown Boise or a 30-minute bike ride on the scenic Boise River Greenbelt. Springs Shores Marina is a 40-minute drive from Boise. These three distinct day use units make up the state park. Discovery is a popular roadside park that is a great place to host a company party or family reunion. Sandy Point, at the base of the Lucky Peak Dam, is popular for its beach and clear, cool water. Spring Shores offers lakeside access for water enthusiasts by providing two boat ramps, parking, a marina, and a convenience store.

### **Park Attributes**

#### **Acreage**

247

#### **Elevation**

- Discovery/Sandy Point: approximately 2,750 feet
- Spring Shores Marina: 3,060 feet

#### **Development**

- Developed: 98% of approximately 110 acres (76 Spring Shores, 29 Sandy Point, 5 Discovery)
- Undeveloped: 137 acres east of Spring Shores is undeveloped and has steep slopes.

#### **Facilities**

- Discovery: 3 reservable shelters, flush restroom, volleyball court, horseshoe pits, ADA paddle craft launch
- Sandy Point: 2 flush restrooms, park office, welcome center/Junior Ranger station, 2 volleyball courts, 1 reservable open amphitheater
- Spring Shores: Visitor Center and Marina Store, 2 boat launches, fuel dock, 298 moorage slips, park office, 2 flush restrooms

#### **Activities**

Lucky Peak is classified within IDPR as a recreation park with its primary attraction being reservoir access. Secondary attractions include urban park areas for picnicking, river frontage & paddle sport access, and Boise greenbelt terminus. Main recreation activities include boating, swimming, fishing, water sports, biking, picnicking, volleyball, horseshoes, inline skating, disc golf and birding.

#### **Season**

- Primary Use Season: May-September.
- Winter Season: October – May

#### **Marketing focus**

Boaters, paddle craft users, picnickers

#### **Staffing**

5 Full-Time Employees

**Services**

Number of Park Entrances	3
Land Acres	247
Group Shelters	4
Visitor Center	Yes
Day Use	All 3 park units
Type of Water Resource	Reservoir, river, pond
Swim Area	1 at Sandy Point
Marina/Boat Docks	Yes
Slips at Marina/Boat Docks	298
In-Park Boat Rentals	No
Boat Ramp in or near Campground	Yes
Limit on Size/Type of Boats/Motors	None
Commonly Caught Fish	Rainbow Trout, Smallmouth Bass, Pikeminnow
Type of Trails	Paved
Paved Trails	Greenbelt, Marina Shoreline Walkway
Sports Equipment	Horseshoes, Volleyball Courts, Cornhole Boards & Paddle Craft for rent, Disc Golf Course
Firewood	Yes
In-Park Ice	Yes
Public Phones	No
Nearest Gas Station	Marina Fuel Dock for water access, Hilltop Station for road access
Nearest Food Store	Boise, Idaho
Nearest Laundry	Boise, Idaho
Nearest ATM	Boise, Idaho

**Park Office Hours:** 8:00 am – 4:00 pm Monday - Friday (as staffing permits)

**Entrance Station Hours:** 9:00 am -6:00 pm seasonally (as staffing permits)

**Water Shut-Off Date:** Late August

**Historic Features of Park:** The Boise River valley has a rich history of indigenous use, followed by Euro-American exploration starting with the Wilson Price Hunt party in 1811 near Lydle Gulch. Fur traders and Oregon Trail travelers forced indigenous displacement, leading to the 1860s treaty era. The 1862 gold rush triggered permanent settlement, with agriculture becoming central to the region’s development.

**Additional Notes:** In 2022, Idaho’s population was 1,854,109 and Boise comprised 42% of the total population with 771,602. Lucky Peak State Park (LPSP) is located 8 miles from Boise, serving the most populous area in the state.

**DESCRIPTION OF CONCESSION AREA**

Suitability of the proposed food service area is determined by considering existing use patterns, the currently available facility, and expressed public desire. It is the responsibility of the proposal Respondent to be knowledgeable of the advantages and disadvantages of the proposed site. Parking and any related concession equipment is limited to designated areas for the concession operation. A map of the concession area can be found in the documents included in this RFP.

## **MINIMUM SERVICES REQUIRED**

Each Respondent must provide for IDPR's consideration, and at the Respondent's sole expense, the following minimum levels of concessionaire services and operations:

- Ownership of a self-contained mobile food service (e.g. Food Truck, Food Stand) that can provide its own electricity and water services. Type and size may be negotiated and approved by Lucky Peak State Park and IDPR.
- At minimum, provide operations on every weekend AND federal holidays from Memorial Day through Labor Day. Each service day is expected to operate for at least six hours during the busiest times of the day. An example of operating hours would be from 11:00 am – 5:00 pm.
- Concession is not to exceed operational hours outside of 8:00 am- 8:00 pm unless explicitly authorized by park management.
- It is the sole responsibility of the concessionaire to set up and manage the concession area, including providing trash receptacles and emptying them into park dumpsters daily. Mobile food service equipment may be stored on-site during days not in operation, but the respondent is expected to relocate their concession to a different area of the Springs Shores Unit for storage, as directed by park management.
- Provide a Point-Of-Sale (POS) system that accepts credit cards.
- Create and maintain safe access throughout the concession area for all customers and park visitors.
- Manage staffing of the concession.
- Ability to provide a food menu with prices for the park and its visitors.
- Required to provide Central District Health (CDH) Mobile Food Establishment License and prove the mobile food service is registered as a business in the State of Idaho.
- Mobile food services that use propane, cooking equipment, or generators must provide proof of a current fire inspection.

Respondents may propose services that exceed the minimums listed above. The furnishing of additional services will be a consideration in the evaluation of each Respondent's proposal. For any food services that also involve the sale of alcohol, the timeline for this RFP process will be extended due to the agency's requirement for board approval. Board meetings occur quarterly. A Respondent may submit more than one proposal, each with differing opportunities and options.

## **MINIMUM QUALIFICATIONS**

Each Respondent must demonstrate the following minimum qualifications of owners, members, or key personnel for the proposal to be considered:

1. A verifiable work history of no less than two (2) years in overseeing or directing, at the general manager or owner level, a business which provides food services to the public.

## **TERMS AND CONDITIONS OF CONTRACT**

Please refer to the attached State of Idaho, Department of Parks and Recreation Concession Agreement, which contains typical terms and conditions of the agreement.

A Respondent may form partnerships and offer joint proposals, but the concession lease must be with one entity or individual that takes comprehensive responsibility for the concession. All existing and anticipated partnerships and cooperative agreements must be identified as such in the proposal. Additionally, if the partnership or cooperative agreement intends to create a new business entity with

overall responsibility for the concession, the proposal must designate the “primary” partnership entity to be evaluated for meeting the minimum qualifications, and for providing the financial and credit reporting requested on page 10. The lessee entity must be registered and in good standing with the Idaho Secretary of State.

In addition to the standard terms and conditions, the following terms will also be incorporated into the IDPR Concession Agreement. Any proposed deviations from the standard terms and conditions or the terms listed below must be stated in the proposal and may require additional review and approval.

- Concessionaire must assume all day-to-day maintenance costs and utility costs associated with operation of the concession area. Specifically, IDPR will be responsible for solid waste (garbage) removal from the designated garbage dumpster. IDPR will not be responsible for providing electrical power or drinking water.
- The Respondent must also propose a system of financial compensation to IDPR that includes a percentage of Respondent’s gross revenue from the operations and any other compensation deemed appropriate. Rents can also include base payments or other types of consideration that benefit the park or program operations. It is the responsibility of the Respondent to make this proposal. Proposals that do not include a realistic plan for compensation to IDPR will not be considered. A proposal that increases compensation to IDPR as gross revenue increases will be ranked higher.
- If the Respondent proposes to sell alcohol on the premises this must be stated in the proposal, including the types of alcohol and manners of sale (i.e. with food, or retail sale). Any proposal that includes the sale or provision of alcohol must be expressly considered and approved by the Idaho Park and Recreation Board (IDPR Board). Proof of an active Idaho Beer/Wine License and/or Liquor License will be required at the time of contract execution.
- Mobilization and demobilization related to each season of operation must not disrupt park operations, including group or special events, or other concession operations within the park.
- Industrial and manufacturing enterprises are prohibited. Storage of solid waste, toxic or hazardous materials is prohibited on the premises except as needed for the operation of the facilities.
- The lessee must not be in violation or breach of any other contract with the State of Idaho. Respondents must disclose and explain all prior violations or breaches, whether cured or not cured, as set for in the Contracts with the State of Idaho section, below.

IDPR reserves the right to amend the standard terms and conditions, or to require additional special terms and conditions, as necessary to address needs identified in negotiation of the concession lease with the selected Respondent. The final, signed concession lease will comply with IDPR Board Policy # 6020 – Concession Leases.

IDPR Board Policy # 6020 requires the following: “***Comprehensive Insurance Coverage and Hold-Harmless Clause*** – Each concession lease shall contain provisions requiring the concessionaire to acquire and maintain throughout the lease term comprehensive general liability insurance in amounts recommended by the Office of Risk Management. The policy shall name the Department as an additional insured. Each concession lease shall contain a provision that the concessionaire will indemnify, hold harmless and defend the Department against all claims, demand, damages, costs, expenses, or liability costs arising out of the operation or maintenance of the concession premises.”

See the attached Standard Concession Agreement, for specific insurance requirements. In addition to the insurance requirements in the Standard Concession Contract, the concessionaire will be required to provide the USACE with proof of insurance before commencing operations under any concession agreement.

The concession, the concessionaire, and all employees and representatives must comply with IDAPA 26.01.20 – Rules Governing the Administration of Park and Recreation Areas and Facilities. See <https://adminrules.idaho.gov/rules/current/26/260120.pdf>.

## **TOUR OF FACILITIES**

All parties interested in touring the facilities at Lucky Peak State Park are invited to participate by contacting the RFP Lead contact by either phone or email. Any verbal answers given by IDPR during any facility tour are unofficial and will not be binding on IDPR. Park tour is at the participant's own expense.

## **PROPOSAL FORMAT/REQUIREMENTS**

These instructions describe the format to be used when submitting a proposal. The format is designed to ensure a complete submission of information necessary to analyze and evaluate submitted proposals. All the information requested must be provided for a proposal to be considered. There is no intent to limit the content of proposals. Respondents may provide additional information if they wish.

### **Cover Letter**

The proposal must include a cover letter with the Respondent's name, mailing address, telephone number, e-mail address, and name of Respondent's authorized signer. The cover letter must identify the RFP Title and must be signed by an individual author to commit the Respondent to the work proposed. In addition, if the Respondent is an entity, the cover letter must include identification of the Respondent's corporate or other legal entity status.

A statement indicating the Respondent's acceptance of and willingness to comply with the requirements of the RFP and attachments hereto, including but not limited to the IDPR Concession Agreement terms and conditions. IDPR Board Policy and Idaho Code limit the duration of the concession lease to no more than ten years. The terms of this agreement will not exceed one year. Please provide any comments you have about the duration of this agreement under your proposal, including whether it is acceptable and, if required, what the shortest contract term you will accept is.

A statement of the Respondent's intended compliance with all federal civil rights and equal employment laws, regulations, and executive orders.

A statement that Respondent has not employed any company or person other than a bona fide employee working solely for the Respondent or a company regularly employed as its marketing agent, to solicit or secure the concession lease. A statement that Respondent has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Respondent or a company regularly employed by the Respondent as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the concession lease. The Respondent must affirm its understanding and agreement that for any discovered violation of this term, IDPR has the right and sole discretion to immediately terminate the awarded concession lease without liability, and demand from Respondent, who shall timely remit, double the total amount of any such disallowed fee, commission, percentage, brokerage fee, gift or contingency.

A statement naming the firms and/or staff responsible for writing the Proposal.

A statement affirming the Proposal will be firm and binding for ninety (90) calendar days from the Proposal opening date.

A statement that the Respondent warrants that: it does not knowingly and willfully employ persons who cannot legally work in the United States, and that Respondent takes steps to verify that it does not hire persons who have entered this country illegally or cannot legally work in the United States. The Respondent must affirm its understanding and agreement that for any discovered violation of this term, including any misrepresentation in this regard or any employment of persons who have entered this country illegally or cannot legally work in the United States, IDPR has the right and sole discretion to immediately terminate the awarded concession lease without liability, and demand from Respondent, who shall timely remit, monetary penalties of five percent (5%) of the contract price, per violation.

### **Executive Summary**

Include an executive summary in the Proposal providing a condensed overview of the contents of the Proposal demonstrating an understanding of the services to be performed.

### **Experience**

Describe in detail the knowledge and experience of Respondent's representatives in providing services like those required in this RFP. List employment/business information for at least five (5) years, beginning with present employment/business providing name, email address, and address of the employer/business; telephone number; exact title of position or indicate if self-employed; dates of employment/operation; description of duties, responsibilities, nature of business, and so on; and number of people supervised/employed.

### **Contracts with the State of Idaho**

Identify all current or previous contracts Respondent or any of Respondent's representatives have had with any department, board, commission, or political subdivision of the State of Idaho. For each identified contract, include a description of the type of contract and the parties to the contract; its timeframe; whether Respondent received any notice of default, violation, or breach; if the notice of default, violation, or breach was cured and how it was cured; and, if the contract is concluded, whether the contract expired on its own terms or was terminated by any party and the reason for termination.

### **References**

List three people who are not related to Respondent's representative(s) and have definite knowledge of their qualifications and fitness to succeed with this concession opportunity for which Respondent is applying. Please provide name, address, email address, phone number, and business/occupation.

### **Proposed Concession Operation Plan**

The proposed Operation Plan must address all the following minimum service requirements. Keep in mind, the evaluators will be scoring each Respondent's Proposal based on the methodologies proposed and the completeness of the response to each item listed below:

1. Utilization of the designated space adjacent to the Marina Visitor Center and Store benefiting both park and area recreationists with a detailed explanation of the type of mobile food service that will be utilized to operate the concession. This includes the equipment dimensions, inclusions/exclusions of additional picnic seating, and any other additions to the concession. Attaching a photo of the mobile food service to the RFP application is highly encouraged.
2. Providing food (optional beverage) service minimally every weekend and holiday from Memorial Day through Labor Day with examples of the type of food services that would be offered with pricing for each item.
3. Ensure compatibility of all concession operations with regular park operations.
4. Operating plan which addresses all aspects of the proposed concession, including staffing levels, hours of operation, engineering or safety compliance for all temporary structures, marketing strategy to achieve desired usage levels, measures to be taken to ensure customer satisfaction,

actions to ensure access under the Americans with Disabilities Act, and a projected budget which includes anticipated costs and revenue for the first year of operation.

Provide a statement that gives a comprehensive description of the proposed concession operation.

Describe in detail how the respondent would operate the concession. Be as complete as possible, listing the intended schedule of operations and safety inspections, any changes that would be made to the facility over time and anything else that is pertinent to the operation.

How will your proposal meet the following objectives?

1. Providing a popular food service for park patrons during peak visitation season.

The concession operator will be responsible for all utility costs and the costs of day-to-day maintenance in the concession area. Do you accept this responsibility?

Does your concession proposal include the sale of alcohol? Would this include the retail sale of beer or wine, or would it be limited to the sale of alcohol with food? If applicable, please explain how alcohol would be sold under your proposal. Please note, no beverages in glass containers or beverages above 14% ABV are permitted to be sold or served.

#### Operating Information

1. Length of Seasons (months) \_\_\_\_\_
2. Approximate dates of operation by season as applicable \_\_\_\_\_ through \_\_\_\_\_
3. Hours of operation by season: \_\_\_\_\_
4. Do you (signer of Proposal) plan to personally supervise the operation?  
Yes \_\_\_ No \_\_\_
5. Will there be a person serving as manager?  
Yes \_\_\_ No \_\_\_
6. If "Yes" to #5, please indicate the manager's areas of responsibilities and extent of authority.
7. Indicate the number of employees (indicate the number that you project to be seasonal, permanent, or full-time) estimated to be hired and project wage schedule.

What amounts of insurance coverage for public and employee liability, fire, and other risks will you provide? Include the proposed insurance carrier for each.

Safety and Sanitation: Please provide a statement regarding safety and sanitation programs, inspections, including any plans for training in these areas, both formal and on-the-job.

All applicants must attach a detailed outline of a maintenance program to be developed to provide proper maintenance of all equipment, furnishings, buildings, fixtures, and grounds of the concession area.

#### **Key Personnel and Qualifications**

Provide a list of key developments, management, customer service and other personnel to be used in the fulfillment of this Concession, to include all pertinent contact information if known.

#### **Subcontractors**

If you intend to utilize subcontractors, describe the extent to which they will be used to comply with proposed concession requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved with the concession. Include a

description of how the Respondent will ensure that all subcontractors and their employees will meet all Scope of Work requirements.

**Proposed Financial Arrangements**

Provide projected income and cash flow statements for the first year, including accompanying schedules of sales (by category), cost of sales (by category), general sales, and administrative expenses. The assumptions on which the projections are based must be explained.

What is the estimate of the cost of financing the proposed operation?

Existing buildings and structures	\$
Construction or rehabilitation costs	\$
Equipment	\$
Inventory	\$
Working Capital (other than inventory)	\$
TOTAL COST	\$

**Proposed Financial Compensation**

Provide a proposed system of financial compensation to IDPR that includes a percentage of gross revenue from the operations and any other proposed compensation.

**PROPOSAL EVALUATION PROCESS**

A panel assembled by IDPR will review all submitted proposals. IDPR’s evaluation of proposals is informal, non-binding, and the score given to a Proposal does not confer any rights upon the Respondent. Points will be awarded based on the following criteria.

1. Does the proposal meet the minimum qualifications listed above? Pass/Fail no points
2. Innovativeness and thoroughness of proposal to meet or exceed IDPR objectives (maximum 40 points)
3. Compensation to IDPR (maximum 25 points)
4. Evaluation of Financial Proposals (maximum 10 points)
5. Technical Qualifications and Experience of the Respondent (maximum 25 points)
6. Contracting History with the State of Idaho and its political subdivisions (Up to 20 points can be deducted from total score for past contract violations.)

IDPR reserves the right to reject any or all proposals if, in the opinion of IDPR, the proposals do not provide the intended services in a manner acceptable to IDPR. IDPR reserves the right to enter discussions and negotiations with any or all Respondents if, in the opinion of IDPR, a proposal has merit but requires further clarification, discussion, or negotiations.

**SCHEDULE OF EVENTS**

1. Request for Proposal is released.....April 10<sup>th</sup>, 2026
3. Deadline for submitting proposal..... May 1<sup>st</sup>, 2026
4. Review of Proposals by Evaluation Committee..... May 12<sup>th</sup>, 2026
5. Potential submission to IDPR Board for approval..... June 2<sup>nd</sup>, 2026

It is the intention of IDPR to enter a concession lease for the operation of the concession area beginning as early as Memorial Day weekend 2026, but minimally June 6<sup>th</sup>, 2026. The actual timing may depend upon required approvals, the desires and needs of the concessionaire, the nature of the proposal accepted, the time frame required to prepare the facility and operation, and the time frame necessary for final approval by the IDPR Board and USACE, if necessary. Concessionaire will be responsible for all costs associated with preparation of any required cultural or environmental assessments.

### **INCLUDED DOCUMENTS**

The following additional documents are included in the RFP package provided to prospective Respondents.

1. State Park Map and Concession Area Map
2. State of Idaho, Department of Parks and Recreation Standard Concession Agreement

### **SUBMISSION INFORMATION**

Proposals may be submitted manually or electronically. The Proposals must be addressed to the RFP Lead and clearly marked "LUCKY PEAK STATE PARK, SPRING SHORES MARINA FOOD CONCESSION PROPOSAL." All responses to this RFP are to be received no later than 5:00pm MST on May 1<sup>st</sup>, 2026. Please direct questions and responses to this RFP to the following RFP Lead:

Bri Sabin, Assistant Park Manager  
Lucky Peak State Park  
74 Arrowrock Rd Boise ID 83716  
Phone: 208-514-2489

# Lucky Peak State Park- Spring Shores Location & Concession Area Maps





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# STANDARD CONCESSION AGREEMENT

No. \_\_\_\_\_

IDPR Name and Address: Division of Operations  
Idaho Department of Parks and Recreation  
PO Box 83720  
Boise ID 83720-0065

Concessionaire Name and Address: Lessee Name  
Address 1  
Address 2  
City, State, Zip

Duration: Commencement: **[Enter beginning date]**  
Expiration: **[Enter end date]**

Concession Location: \_\_\_\_\_ State Park. For specific location of Concession Premises see **Attachment B.**

Required Dates of Operation: \_\_\_\_\_ to \_\_\_\_\_, annually.

Rent: **Initial rent is \_\_\_\_\_ % of annual gross receipts.**  
**See section 7 of Attachment A.**  
**Rent is due on or before \_\_\_\_\_ of each year of this Agreement.**

Agreement: **IDPR, in consideration of the rent paid and the covenants, conditions and restrictions hereinafter set forth in this Agreement (including all Attachments), does hereby grant to Concessionaire and Concessionaire accepts from IDPR, the privilege to use and occupy the designated Premises for the purpose of providing the required *(concession description)* and optional concession services and facilities as set forth in this Agreement and in Attachment C, *Special Terms and Conditions.***

Liability Insurance: See Section 12, Attachment A.

Index: DATA PAGE  
SIGNATURE PAGE

- ATTACHMENT A – GENERAL TERMS AND CONDITIONS
- ATTACHMENT B – CONCESSION PREMISES
- ATTACHMENT C – SPECIAL TERMS AND CONDITIONS
- ATTACHMENT D – GROSS RECEIPTS REPORTING FORM

This Agreement, including the Data Page, Signature Page and all Attachments (which are incorporated herein in their entirety) is made and entered into by and between IDPR and Concessionaire.

**IDPR SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

SIGNED: IDAHO DEPARTMENT OF PARKS AND RECREATION

\_\_\_\_\_  
BY: Susan E Buxton, its Director

State of Idaho        )  
                              :s  
County of Ada        )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, a Notary Public in and for said State, personally appeared SUSAN E BUXTON, known to me to be the director of the Idaho Department of Parks and Recreation, that executed the within instrument, and acknowledged to me that the Idaho Department of Parks and Recreation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

\_\_\_\_\_  
Notary Public  
My Commission expires:

**CONCESSIONAIRE SIGNATURES**

By signing, Concessionaire/s verify receipt, review, and acceptance of all attachments and terms and conditions.

x \_\_\_\_\_ x \_\_\_\_\_  
(Concessionaire) (Concessionaire)

STATE OF \_\_\_\_\_ )  
                                      :s  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_  
\_\_\_\_\_ known to me to be the person(s) who executed the instrument as Lessee and acknowledged to me that such person(s) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

\_\_\_\_\_  
Notary Public  
My Commission expires:

# **Attachment A**

## **General Terms and Conditions**

### **1. Definitions.**

- 1.1 Agreement.** This written agreement, including the Agreement Data Page, the Signature Page, Attachment A, *General Terms and Conditions*, Attachment B, *Concession Premises*, Attachment C, *Special Terms and Conditions*, and Attachment D, *Gross Receipts Reporting Form*.
- 1.1.1 Incorporation of Plans and Agreements.** The term "Agreement" incorporates by reference any concession plan, park master plan, lease with the United States or other Park landowner, and/or management agreement for the Park, as each is amended from time to time, and each of which is incorporated by reference into this Agreement.
- 1.2 Concession.** The grant of the right by IDPR to use the Premises to undertake and profit by a specified activity, and any and all business activities and commercial transactions undertaken by Concessionaire on the Premises..
- 1.3 Concessionaire.** The person or entity to which concession rights are granted by this Agreement.
- 1.4 Improvements.** Buildings, structures, fixtures, appliances, sidewalks, landscaping, docks, pilings, or other additions to the Premises, whether permanent, semi-permanent, or short-term. For the purposes of this Agreement, fixtures shall include all windows, doors, awnings and all apparatus, equipment, or articles used to supply heat, gas, air conditioning, water, light, power, refrigeration, cooking, and ventilation that are physically attached to buildings, structures, or improvements existing upon the Premises.
- 1.5 IDPR.** The Idaho Department of Parks and Recreation, an executive department of the State of Idaho, overseen and administered by the Idaho Park and Recreation Board.
- 1.6 Premises.** The real property described in Attachment "B" upon which the rights granted by this Agreement may be exercised.
- 1.7 Park.** The State Park or other IDPR-managed property upon which the Premises is located.
- 1.8 Park Manager.** The person, as designated by the Director of IDPR, is responsible for administering and supervising the state park or IDPR-managed land where the Premises is located. IDAPA 26.01.20.010.26.

2. **Authority.** IDPR is authorized by Idaho Code §§ 67-4204, 67-4210, and 67-4223(7) to grant concessions to proper and desirable parties to provide places of refreshment or to provide recreational facilities within state parks. IDAPA 26.01.20.650 provides that no “person, firm, or corporation may operate any concession, business, or enterprise within lands administered by the department without written permission or permit from the [Idaho Park and Recreation Board].”
3. **Operations.** Concessionaire shall provide the required facilities and services each year of the Agreement during the dates specified on the data page.
  - 3.1 Concessionaire is encouraged to be open for service before and after the required dates to better serve Park visitors, provided, that concession operations occurring outside the dates specified on the data page require approval of the Park Manager. IDPR reserves the right to require changes in the dates and times of required and optional services to ensure adequate service to the public and avoid conflict with other authorized uses occurring within the park. Concessionaire shall provide IDPR with an operation schedule indicating times of operation.
  - 3.2 The Park Manager may require the temporary cessation or other changes in Concessionaire’s operations when, in the Park Manager’s discretion, such changes are necessary to protect Park resources, to protect the health, safety, and welfare of Park visitors, to avoid conflict with other authorized uses occurring with the park, or in the event of adverse weather conditions.
  - 3.3 Concessionaire, its employees and representatives shall conduct themselves in such a manner as to promote a positive image for the concession business, the Park, and IDPR.
  - 3.4 Concessionaire shall keep the Premises in a clean and sanitary condition at all times.
4. **Premises.** Concessionaire operations shall be limited to the Premises identified in Attachment B. Within the designated Premises Concessionaire shall have the exclusive privilege of providing the specified concession services and facilities.
  - 4.1 **Concessions Outside Premises.** Nothing herein shall be construed as granting to Concessionaire the privilege of providing concession services and facilities on any state park lands outside the Premises, and IDPR reserves the right to grant concession privileges to other persons on those portions of the Park that are outside the Premises; whether or not those concession services and facilities are similar to those operated by Concessionaire, provided, that in the event IDPR determines to grant concession privileges in those portions of the Park that are outside the Premises and similar to those required services and facilities identified in Attachment C, *Special Terms and Conditions*, then Concessionaire shall have

the right of first refusal for any such concession agreement offered by IDPR under such terms and conditions as IDPR may then prescribe.

**4.2 No Right of Exclusion.** Concessionaire acknowledges that the Concession Premises are State Park lands open to public use and that IDPR reserves the right to authorize others to use the Concession Premises, excepting facilities owned by, or leased to, the Concessionaire, so long as such uses do not unreasonably interfere with Concessionaire's business operations. All services and facilities provided by Concessionaire must be made available to the public; no private exclusive recreational or residential uses of Concessionaire's facilities is allowed.

**4.3 As-Is.** Concessionaire accepts the Premises in its present condition with all faults or hazards, whether patent or latent, and without warranties or covenants, express or implied, regarding the suitability of the Premises for Concessionaire's use. Concessionaire acknowledges that IDPR shall have no duty to maintain, repair, or improve the Premises or otherwise make them suitable for Concessionaire's use. If any portion of the Premises is destroyed, IDPR shall have no obligation to replace or restore such a portion of the Premises.

**5. Term.** The term of this Agreement shall be specified on the Data Page.

**5.1 Renewal.** IDPR does not grant Concessionaire the right to renew this Agreement for an additional period of time. However, if IDPR, at the expiration of this Agreement, desires to lease the Premises again, and if IDPR, in its sole discretion, concludes that Concessionaire's performance of this Agreement has been satisfactory, and Concessionaire is not in default or breach as set forth in Section 15 of this Agreement, then IDPR may, but is not required to, grant Concessionaire the first right to accept a new agreement under such terms and conditions as IDPR may then prescribe and under the following conditions.

**5.1.1** Concessionaire shall first notify IDPR in writing of its desire to renew this Agreement sixty (60) days prior to its expiration. If IDPR desires to offer Concessionaire a new Agreement, it shall notify the Concessionaire in writing of the terms and conditions that IDPR may then desire to prescribe. Mailing to the last known address of Concessionaire shall complete notification to Concessionaire. The concessionaire shall then have thirty (30) days from the date of that mailing to notify IDPR of its acceptance of the terms and conditions prescribed by IDPR. Acceptance shall be complete only if received by IDPR in writing and within the time prescribed.

**5.1.2** Section 5.1 shall not apply in the event IDPR terminates this Agreement for cause or in the event of early termination of this Agreement by Concessionaire.

**5.1.3** Section 5.1 shall not apply to any concession agreement offered by IDPR more than twelve (12) months after the expiration of this Agreement.

**5.2 Holdover.** If Concessionaire holds over after the expiration of the term of this Agreement with the express or implied consent of IDPR, such holding over shall be deemed to be a month- to-month tenancy of the Premises otherwise subject to the terms of this Agreement. During such month-to-month tenancy, Concessionaire shall pay monthly rental in the amount of one-twelfth (1/12) the prior year's annual rental, as calculated pursuant to Section 7 herein, or fifteen percent (15%) of that month's gross receipts, whichever is greater. Payment shall be made on or before the first day of each month in the manner set forth in Section 7.

**6. Going Concern. Blue Sky, Business Values of Concession Operations.** Concessionaire's rights and privileges are limited to those rights and privileges specifically granted in this Agreement and Concessionaire's business operations upon the Premises shall not, as between IDPR and Concessionaire, accrue any value for going concern, good will, blue sky, business values, trade name, or other intangible property.

**7. Rental.** Concessionaire shall pay as rent to IDPR for each year in the specified term of this Agreement that percentage (%) of gross receipts as specified on the Data Page. Payment for each year shall be made on or before the date specified on the Data Page—if such date falls after the expiration or termination of this Agreement, the obligation to pay such rent shall survive such termination or expiration. Payment shall be made to the order of the Idaho Department of Parks and Recreation, and mailed to the Operations Divisions, Idaho Department of Parks and Recreation, P.O. Box 83720, Boise, Idaho 83720-0065.

**7.1 Late payments.** Failure to pay by the above-specified due date will constitute a breach of this Agreement absent a written addendum to this Agreement signed by both parties. Late Payments shall accrue interest at the legal rate of interest as set by the State Treasurer for the accrual of interest on judgments until paid. Interest will begin to accrue the day after payment is due.

**7.2 Reporting of Gross Receipts.** Gross Receipts shall be reported to IDPR on the attached *IDPR Concessionaire Gross Receipts Reporting Form* (Attachment D). The Form shall be submitted to IDPR at the time of each payment. The Form shall be accompanied by an appropriate certification that all gross receipts during the yearly accounting period have been duly and properly reported to IDPR.

**7.3 Definition of Gross Receipts.** Gross receipts, as used in this Agreement, shall include all monies and anything else of value received by Concessionaire from the sale, rental, or provision of goods, services, or facilities, or from any other business whatsoever conducted

by Concessionaire on the Premises, whether such goods, services and activities are required by this Agreement or optional, excepting an allowance of deductions for sales or excise taxes imposed by any governmental entity and collected by Concessionaire.

**8. Record-Keeping.** The concessionaire shall keep true and accurate books and records showing all of its business transactions in separate records of account for the concession in a manner acceptable to IDPR. IDPR shall have the right to examine daily sales records kept on the Premises. IDPR shall have the right to examine all other books and records, including but not limited to inventory records and certified State of Idaho Sales Tax Return Records, provided that IDPR shall treat such records as confidential and not divulge them to third parties except in the event of litigation. IDPR shall examine books and records only upon reasonable notice and only at such times that will not unreasonably interfere with Concessionaire's operation of the concession. IDPR further shall have the right to examine all such books and records at any time within two (2) years of termination or expiration of this Agreement, or until such time that a final audit is concluded as to Concessionaire's business under this Agreement, whichever event occurs first.

**8.1** Concessionaire shall install and maintain inventory, bookkeeping, and accounting methods, and methods of collection of monies, which shall permit IDPR to accurately compute the gross revenue of Concessionaire.

**8.2** Concessionaire shall install and maintain such cash register equipment as will provide a continuous registering tape and show sales breakdown as to major categories of items sold. Concessionaire shall also maintain at its own expense a sales journal, cash disbursement journal, and general ledger.

**9. Quality of Goods and Services.** Concessionaire shall engage in best business practices and strive to provide high-quality goods and services. All food items and food service, if any, provided by Concessionaire shall comply with the Rules of the Idaho Department of Health and Welfare governing Food Safety and Sanitation Standards for Food Establishments as enforced by the applicable municipal government or District Health Department. Copies of all permits, licenses and inspection reports issued by a municipal government or District Health Department shall be made available to the Park Manager. IDPR shall have the right to prohibit the sale of any item or to order the improvement of any service or equipment not satisfying the above requirements.

**9.1** The Concessionaire shall serve the public courteously and efficiently. All services should serve to enhance IDPR's mission of improving the quality of life through outdoor recreation and resource stewardship. The Concessionaire shall cooperate with Park staff in providing interpretative service to the public and in promoting the Park and its programs. The Concessionaire shall present a positive image of the Park and provide accurate information

of the park and its programs. These requirements also apply to any employee, agent, or representative of the Concessionaire.

**9.2** The Concessionaire shall not employ or retain in its services, or permit to remain upon the Concession Premises, any person declared by IDPR to be unfit for such employment or otherwise objectionable. The Concessionaire and its employees are expected to maintain high standards of grooming and cleanliness, to the satisfaction of IDPR.

**9.3** All employees of Concessionaire must wear a shirt or T-shirt with a logo clearly identifying them as employees of the Concessionaire and of a color and design distinguishing them from employees of the Department.

**10. Control of Rates and Charges.** Concessionaire agrees that any fees and all rates and prices charged by Concessionaire for goods, beverages, food, and services furnished or sold to the public may be subject to review and approval by IDPR. Concessionaire shall, by May 1 of each year, submit to IDPR for approval a list of the fees, rates, and prices proposed for the following operating season. Such submission shall also include all information necessary to determine the quality and quantity of goods, beverages, food, and services furnished or sold to the public. Prices charged by Concessionaire shall be reasonably related to the quality and quantity of the items sold, and consistent with prices charged by private businesses in similar situations for comparable facilities, services, and merchandise. If IDPR determines that any price is not so related, IDPR may order that the price be modified. IDPR may not require a modification in price that would prevent Concessionaire from realizing a reasonable profit on items sold. Concessionaire shall keep a schedule for such fees, rates, or prices posted at all times in a conspicuous place on the Premises.

**11. Improvements.** Concessionaire is granted the right to use those improvements, if any, included with the Premises as identified in Attachment B, *Description of Premises*. IDPR makes no warranty as to the suitability of such improvements for Concessionaire's use; all such improvements are leased to Concessionaire "as is." Concessionaire shall, at its own expense, maintain the Premises and all improvements thereon in clean, healthful, and safe condition, in accordance with applicable state, federal, and local government laws and regulations, including historic preservation laws and building code requirements, and in a condition harmonious in form, line, color and texture with the surrounding landscape and comparable to other improvements within the Park. If, after reasonable notice, Concessionaire fails to undertake repairs necessary to maintain such conditions, IDPR shall have the right to perform such maintenance or repairs and Concessionaire shall promptly reimburse IDPR for the cost thereof, provided that IDPR shall first give Concessionaire fifteen (15) days written notice of its intention to perform such maintenance or repairs to enable Concessionaire to perform such maintenance or repairs at its own expense.

**11.1 Construction and Modification of Improvements.** If the Concessionaire should undertake at its own expense any construction, alterations, or modification of the Premises, the Concessionaire shall submit, for the review and prior written approval of IDPR, all plans, drawings, and specifications. IDPR shall approve, reject, or require modifications of such plans within forty-five (45) days after submission of those plans to IDPR. Unless otherwise agreed to in writing by IDPR prior to construction or modification, Concessionaire shall be responsible for all costs associated with the construction, alteration, or modification of improvements.

**11.2 Emergency Repairs.** In the event of any emergency such as vandalism, fire, wind, flooding, hail, or other event, which threatens damage to the Premises or harm to the public, IDPR may immediately act to respond to such emergencies and mitigate any potential damage to the Premises. IDPR shall notify Concessionaire of any emergency circumstances, action, or repair, and shall request that Concessionaire make further repairs necessitated by such emergency. Concessionaire shall reimburse IDPR for all reasonable repairs made pursuant to this emergency provision.

**11.3 Liens.** Concessionaire shall not allow or suffer any liens of any kind or nature to be effected on or enforced against the Premises or against any improvements thereon, including, but not limited to, any mechanics' liens or material suppliers' liens for any work done or materials furnished on the Premises at Concessionaire's instance or request. Concessionaire shall ensure that full payment is made for any and all materials joined or affixed to the Premises pursuant to this Agreement for any and all persons who perform labor on the Premises.

**12. Insurance.** Concessionaire shall obtain and maintain insurance at its own expense as required herein for the duration of this Agreement, and comply with all limits, terms and conditions stipulated. Policies shall provide, or be endorsed to provide, all required coverage. Concessionaire shall provide certificates of insurance or certified endorsements as applicable for the insurance required. The Concessionaire shall not provide required or optional concession services or facilities or transact business on the Premises until satisfactory evidence of all required insurance is provided to IDPR.

**12.1** All insurance, except for Workers Compensation, shall be endorsed to name the State of Idaho and the Idaho Department of Parks and Recreation as Additional Insureds. The concessionaire shall provide to IDPR a certified endorsement, naming the State of Idaho and the Idaho Department of Parks and Recreation as Additional Insureds.

**12.2** All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided

by such policies shall be primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damage due to the State.

- 12.3** If any of the liability insurance required for this Agreement is arranged on a “claims-made” basis, “tail coverage” will be required at the completion or termination of this Agreement for a duration of twenty-four (24) months thereafter.
- 12.4** By requiring insurance herein, IDPR does not represent that coverage, and limits will necessarily be adequate to protect the Concessionaire, and such coverage and limits shall not be deemed as a limitation on the Concessionaire’s liability under the indemnities granted to the state.
- 12.5** Concessionaire shall maintain insurance in amounts not less than the following:
- 12.5.1** Commercial General Liability (CGL) with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be \$2,000,000 each occurrence, and \$2,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the CGL is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.
- 12.5.2** Automobile Liability including owned, non-owned, and hired liability with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the Auto is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.
- 12.5.3** Workers Compensation Insurance in amounts as required by Idaho law, and Employer’s Liability with a limit of \$1,000,000 Bodily Injury by Accident-each Accident, \$1,000,000 Bodily Injury by disease-each employee, \$1,000,000 Bodily Injury by Disease-policy limit.
- 12.5.4** Business property insurance covering all improvements, fixtures, and personal property of Concessionaire upon the Concession Premises. Policy limits shall be sufficient to cover the value of all Concessionaire-owned property upon the Concession Premises and shall cover all risks to such property unless specifically and explicitly excluded.

**13. Hold Harmless Agreement.** Concessionaire shall indemnify, defend and save harmless IDPR and the State of Idaho, its officers, agents, and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits whatsoever caused by or arising out of Concessionaire's negligent or wrongful performance, acts, or omissions under this Agreement or Concessionaire's failure to comply with any state or federal statute, law, regulation or rule.

13.1 Upon receipt of IDPR's tender of indemnity and defense, the Concessionaire shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for IDPR, to begin fulfilling its obligation to indemnify, defend, and save harmless IDPR. Concessionaire's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of IDPR under this Agreement. However, if it is determined by a final judgment that IDPR's negligent act or omission is the sole proximate cause of a suit or claim, IDPR shall not be entitled to indemnification from Concessionaire with respect to such suit or claim, and IDPR, in its discretion, may reimburse Concessionaire for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to section 13.2.

13.2 Any legal defense provided by Concessionaire to IDPR under this section must be free of any conflicts of interest, even if retention of separate legal counsel for IDPR is necessary. Any attorney appointed to represent IDPR must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).

**14. Assignments, Sale of Interest, and Subleases.** Concessionaire and/or any person or entity that owns a controlling interest in Concessionaire's ownership shall not assign or otherwise sell or transfer responsibilities under this Agreement or the concession operations authorized hereunder, or sell, or otherwise assign or transfer (including but not limited to mergers, consolidations, reorganizations or other business combinations) a controlling interest in such operations, this Agreement, or controlling interest in Concessionaire's ownership as defined herein, without the prior written consent of IDPR. Failure to comply with this provision or the procedures described herein shall constitute a material breach of this Agreement for which the Agreement may be terminated immediately by IDPR without regard to the procedures for termination set forth in Section 15, and IDPR shall not be obligated to recognize any right of any person or entity claiming an interest in this Agreement or claiming the right to own or operate the concession operations authorized hereunder.

- 14.1** Concessionaire shall advise the person or entity proposing to enter into a transaction described above that IDPR must be notified, and the proposed transaction is subject to review and approval by IDPR. Concessionaire shall request in writing IDPR's approval of the proposed transaction and shall promptly provide IDPR all relevant documents related to the transaction, including all information necessary for IDPR to evaluate the fitness and ability of the prospective Concessionaire to carry out the terms of this Agreement in a manner satisfactory to IDPR.
- 14.2** IDPR in exercising its discretionary authority herein shall, among other matters, take into consideration the management qualifications of any individual or entity that would obtain an interest in facilities or services authorized hereunder, the experience of any such individual or entity with similar operations, and the ability of any such individual or entity to operate the concession authorized hereunder in the public interest under the regulation of IDPR.
- 14.3** For the purposes of this section, the term "controlling interest" in Concessionaire's ownership shall mean, in the instance where Concessionaire is a corporation or limited liability company, an interest beneficial or otherwise of sufficient outstanding voting securities or capital of Concessionaire so as to permit exercise of substantial managerial influence over the operations of the Concessionaire. In the instance of a partnership, limited partnership, joint venture, or individual entrepreneurship, any beneficial ownership of the capital assets of Concessionaire sufficient to permit substantial managerial influence over the operations of Concessionaire shall constitute a controlling interest for purposes of this Agreement.
- 14.4** No mortgage shall be executed and no bonds or other evidence of interest in, or indebtedness upon the assets or proposed assets of Concessionaire, including this Agreement, shall be issued except for the purpose of installing, enlarging, or improving facilities and equipment for the accommodation of the public upon the Premises and then only with prior written consent from IDPR. In the event of default on such mortgage, encumbrance or other indebtedness or of other assignment or transfer, the creditor or any assignee thereof shall succeed to the interest of Concessionaire in such assets, if any, but shall not thereby acquire any operating right or privilege in or to the operation of the concession, or the Premises, pursuant to this Agreement, without the express prior written consent of IDPR, and any improvements so acquired shall remain subject to the terms of sections 16.2 and 16.3 herein. .
- 14.5** In the event that approved improvements are financed by any outside investors, Concessionaire shall disclose the identity of said investors to IDPR.

**14.6** In the event that IDPR shall approve assignment of this Agreement to any other person or entity, Concessionaire shall pay to IDPR an amount equivalent to ten percent (10%) of the assignment price, minus the amount paid by the assignee for any buildings, improvements, appurtenances, and fixtures owned by Concessionaire existing upon the Premises.

**14.7** Concessionaire shall not sublease any portion of the Premises, including Concessionaire-owned improvements or facilities thereon, to any other person or entity.

**15. Termination for Breach.**

**15.1 Violations.** Each term and condition of this Agreement is material, and default as to or breach of any of these terms by Concessionaire shall be grounds for termination of the entire Agreement by IDPR. Any material violation by Concessionaire of any rule or regulation now in force, or hereafter adopted by the Board, shall be grounds for termination of this Agreement. The determination of whether a violation constitutes a material violation subjecting this Agreement to termination shall rest solely in the discretion of IDPR.

**15.1.1** A material violation of this Agreement shall be deemed to occur if Concessionaire files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or if involuntary proceedings under any bankruptcy act or insolvency act be instituted against Concessionaire or if a trustee or receiver is appointed of any property of Concessionaire.

**15.2 Violation of Land and Water Conservation Fund Act Requirements.** All concession operations must comply with the provisions of the Land and Water Conservation Fund Act (LWCF) and implementing guidelines (36 Code Federal Regulations 59), including, but not limited to, provisions requiring the leased area to be maintained as a public outdoor recreation facility, not as a private area; the provision requiring fees to be competitive with fees for similar private facilities; and compliance with all Civil Rights and accessibility legislation (e.g., Title VI of Civil Rights Act, Section 504 of Rehabilitation Act, and Americans with Disabilities Act), with such compliance indicated by signs posted in visible public areas, statements in public information brochures, etc. Noncompliance with LWCF requirements shall be deemed a material violation of this Agreement and cause for termination.

**15.3 Notice of Violation.** IDPR shall provide written notice to Concessionaire of any Agreement or rule violation and shall allow Concessionaire thirty (30) days from service of the notice to cure the violation.

- 15.4 Notice of Termination.** Agreement or rule violations which have not been cured within thirty (30) days of receipt of the notice of violation shall subject the Agreement to termination. Notice of termination shall be in writing and shall be effective upon service.
- 15.5 Administrative Fees.** Prior to the termination, Concessionaire may elect to pay the Department's administrative costs associated with enforcing the terms of this Agreement, and the IDPR may agree to accept payment of such costs in lieu of termination for each day that such violation went uncorrected over and beyond the thirty-day grace period provided in section 15.3 of this Agreement. IDPR and Concessionaire agree that such administrative costs are fixed at fifty dollars (\$50) for each day that the violation goes uncorrected, up to a maximum of one thousand, five hundred dollars (\$1,500).
- 15.6 Immediate Termination; No Opportunity to Cure.** IDWR shall not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if IDWR, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis.
- 15.7 Reinstatement.** Not later than thirty (30) days following the termination of this Agreement for cause, the Concessionaire may submit to the IDPR a written request for reinstatement setting forth good cause why the Agreement should be reinstated. At the Director's discretion, the Agreement may be reinstated upon the payment of a reinstatement fee of four hundred dollars (\$400), and upon such other terms and conditions as the Director deems appropriate.
- 15.8 Termination by Concessionaire.** Concessionaire may terminate this Agreement at any time by giving one year written notice to IDPR of its intent to terminate.
- 16. Concessionaire's Obligations and Rights Upon Termination or Expiration.** At the expiration or early termination of this Agreement, Concessionaire shall, within thirty (30) days thereafter, remove from the Premises or otherwise dispose of in a manner satisfactory to IDPR all personal property belonging to Concessionaire, and restore the Premises to as good a condition as the same were in at the date of this Agreement. If removal and restoration is not completed within thirty (30) days after termination, IDPR may, at its election, perform the work and bill Concessionaire for the costs thereof. The concessionaire shall pay such bill within thirty (30) days of receipt.
- 16.1 Payment of Rent Due.** Upon termination, the annual rent for the year in which termination occurs (i.e., the specified percentage of gross receipts received up to the date of termination), as well as any unpaid annual rent from previous years, shall be considered at once due and payable by Concessionaire without notice by IDPR. Concessionaire's obligation to pay all rent due under this Agreement shall survive termination or expiration of this Agreement until all rent is paid in full.

- 16.2 Improvements and Fixtures.** Unless agreed otherwise in writing prior to construction of improvements by Concessionaire, upon expiration of this Agreement or early termination of this Agreement for cause, all improvements and fixtures constructed or installed by Concessionaire during the term of this Agreement shall be considered the property of IDPR, with no further compensation due to Concessionaire, regardless of whether IDPR intends to continue similar business operations upon the Premises or offer an opportunity to a successor concessionaire to operate a similar business upon the Premises.
- 16.3 Option to Require Removal.** At IDPR's option, Concessionaire shall, upon the expiration or termination of this Agreement, be required to remove from the Premises or otherwise dispose of in a manner satisfactory to IDPR, those improvements and fixtures constructed or installed by Concessionaire that are not acceptable to IDPR. If IDPR elects to require Concessionaire to remove any improvements or fixtures, Concessionaire shall do so and restore the Premises to as good a condition as the same were in at the date of this Agreement. If removal and restoration is not completed within thirty (30) days after termination, IDPR may, at its election, perform the work and bill Concessionaire for the costs thereof. The concessionaire shall pay such bill within thirty (30) days of receipt.
- 16.4 Bankruptcy.** If, upon bankruptcy or insolvency of Concessionaire, IDPR does not elect to terminate this Agreement pursuant to Section 15.1.1, any use, assignment, or disposition of buildings, improvements, appurtenances, and fixtures existing upon the Premises by a trustee or receiver shall be subject to the terms of this Agreement.
- 16.5 Going Concern. Blue Sky, Business Values.** Concessionaire waives any claim that it is entitled to compensation for going concern, good will, blue sky, business values, trade name, or other intangible property upon expiration or termination of this Agreement, regardless of whether IDPR intends to continue similar business operations upon the Premises or offer an opportunity to a successor concessionaire to operate a similar business upon the Premises.
- 17. Repair and Maintenance Fund.** Concessionaire shall maintain a repair and maintenance fund into which one percent (1%) of Concessionaire's annual gross revenue shall be deposited. This fund shall remain Concessionaire's property, shall be accounted for separately from Concessionaire's other funds, and may only be spent with the consent and approval of IDPR, and will be accessible to IDPR on demand in the event Concessionaire fails to maintain the Premises as specified in this Agreement.
- 18. Equipment.** Except as otherwise specified in the Special Term and Conditions, Concessionaire at its own expense shall provide the Premises with all equipment necessary for the services required under this Agreement. The quality and maintenance of such equipment shall comply with all

applicable laws and regulations, including but not limited to the rules of the Idaho Department of Health and Welfare governing Food Safety and Sanitation Standards for Food Establishments.

- 19. Signs and Advertising.** Concessionaire shall not erect any sign on the Premises or in the vicinity thereof, without obtaining the prior written approval of IDPR. No signs advertising alcohol or containing brand names are to be displayed on the exterior of any building or displayed in such a manner as to be visible from outside such building, without the prior written approval of IDPR.
- 20. Business Name.** Any assumed or fictional business name used by Concessionaire in conjunction with its concession operations upon the Premises shall be subject to the approval of IDPR.
- 21. Licenses and Permits.** The concessionaire shall obtain and pay for all permits or licenses that may be required for the operation of the concession.
- 22. Compliance with Applicable Laws.** Concessionaire shall at all times comply with all applicable laws, ordinances, and regulations of IDPR, the State of Idaho, the United States, as well as any applicable county or city ordinances. Violation of such laws, ordinances, or regulations may be considered as cause for termination of this Agreement.
- 23. Utilities.** Concessionaire shall at its own expense be responsible for the extension, hookup, and metering of all utilities used in connection with the Premises where separate metering is available. All new utilities, including electrical wiring, shall be installed underground. The concessionaire shall be responsible for the accrual and payment of all utility charges or fees, commencing seven days prior to the first business day open. The termination of this responsibility will occur seven (7) days after the closing of the last business day.
  - 23.1 IDPR-Supplied Water.** If IDPR supplies water to the Premises, IDPR shall not be responsible for improvement of the water supply beyond that quantity and quality existing as of the date of this Agreement, and IDPR shall not be liable for any damages due to the failure in the supply of water. IDPR shall give reasonable notice to Concessionaire of any temporary discontinuance of the water supply due to repair or maintenance.
  - 23.2 Trash Service.** IDPR will haul normal concession-generated garbage during regularly scheduled maintenance runs if it is properly bagged and placed in trash collectors.
- 24. Right to Access.** IDPR shall have access to the Premises and to each part thereof during the regular business hours of Concessionaire for the purpose of inspecting the Premises and daily sales records.

The concessionaire shall have the right at all times to travel across Park property on a route approved by IDPR to get to and from the Premises in order to keep the Premises open during regularly scheduled business hours.

- 25. Taxes.** Concessionaire shall pay all lawfully levied taxes on personal property and improvements belonging to Concessionaire located on the Premises. The concessionaire shall pay all sales and other taxes levied against the operation of the concession. Concessionaire shall pay all taxes or assessments or charges, which at anytime may be lawfully levied upon any interest in this Agreement or any possessory right that Concessionaire may have in or to the Premises. The concessionaire shall provide IDPR with a valid tax identification number.
- 26. Waiver of Agreement Terms.** No waiver by either party at any time of any of the terms, conditions or covenants of this Agreement shall be deemed a waiver at any time thereafter of the same or any other term, condition or covenant herein contained, nor of the strict and prompt performance thereof. No delay or failure by IDPR to reenter the Premises or to exercise any right, power or privilege or option arising from any default, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege or option held by IDPR, or be construed as a waiver of such default or relinquishment of any rights herein. No option, right, power, remedy or privilege of IDPR shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to IDPR by this concession Agreement shall be deemed cumulative.
- 27. Marketing and Media:** IDPR and Concessionaire will coordinate their media and marketing activities. Such coordination shall address but shall not be limited to the following: trade names, logos or marks, materials, websites, press releases, press outings and press conferences, logoed apparel and merchandise, and events. IDPR shall retain the right to reject any material inappropriate to the mission of IDPR. The Concessionaire shall have the right to use the park name and to reference materials published by IDPR in carrying out its marketing and media activities. The Concessionaire shall have the right to purchase and/or develop web domain names, names, and logos or marks in the commercial development of the Concession. The Concessionaire and IDPR shall work diligently to protect the said names and marks in all their forms. The Concessionaire is authorized to make exclusive use of these names and marks for commercial purposes, i.e., logoed merchandise, 'official energy bar of...' type partnerships, etc., in conjunction with ongoing operation of approved activities as contained in the Concession Agreement, and with written approval by IDPR, for development of products. Nothing in this section precludes the State of Idaho from the use of the names and logos for non-commercial purposes or for the production of pins or other memorabilia for State of Idaho activities. Upon termination of this Concession Agreement, domain names developed in connection with the operation of the Concession shall be available on the basis of first right of refusal for purchase by IDPR from the Concessionaire for the total amount of one dollar (\$1.00) for each domain name.

Names and logos shall be available on the basis of first right of refusal for purchase by IDPR for their cost of development, but not more than \$1,000 each.

- 28. Concession Performance Review:** A performance review shall be conducted every year during the term of this contract to determine the Concessionaire's compliance with this Agreement and to evaluate performance. During these reviews, visitor services and corresponding fees charged by the Concessionaire shall be reviewed and be subject to approval of IDPR. Revenue (e.g. rent) paid to IDPR shall also be reviewed, and such fees may be adjusted up or down by mutual agreement of both contracting parties.
- 29. IDPR Consent.** Whenever any action by Concessionaire requires IDPR's consent pursuant to a provision in this Agreement, IDPR's consent to such action shall be strictly construed to apply to the specific action to which such consent applied and not to imply consent to any similar or subsequent actions by Concessionaire or waiver of any rights provided to IDPR by this Agreement. Consent of IDPR to any action of Concessionaire must be explicit; no provision in this Agreement shall be construed to allow consent by omission.
- 30. Complete Statement of Terms.** No other understanding, whether oral or written, whether made prior to or contemporaneously with this Agreement, shall be deemed to enlarge, limit, or otherwise affect the operation of this Agreement. All rights of Concessionaire and the legal relations of IDPR and Concessionaire are defined herein and no rights not specifically identified herein are intended.
- 31. Modification.** Notwithstanding any of the provisions hereof, the parties hereinafter, by mutual consent, may agree to written modifications or additions to this Agreement, subject to approval of the Idaho Park and Recreation Board. No modification, release, discharge, change, or waiver of any provision hereof shall be of any force, effect, or value unless it is in writing and signed by both parties to this Agreement. IDPR shall have the right to grant reasonable extensions of time to Concessionaire for any purpose, or for performance of any obligation of Concessionaire hereunder.
- 32. Severability.** If any term or provision of this Agreement is declared invalid or becomes inoperative for any reason, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be continued and enforced as if the invalid term or provision were not contained in this Agreement.
- 33. Officials, Agents, and Employees of IDPR Not Liable.** It is agreed by and between the Parties that in no event shall any official, officer, employee, or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Agreement, express or implied, nor for any statement, representation, or warranty made in or in any way connected with this Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility

under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho and IDPR.

- 34. Terms Binding Upon Successor.** All the terms, covenants, and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assignees of the parties hereto. The provisions of this Section shall not be deemed as a waiver of any of the conditions against assignment set forth above.
- 35. Non-Discrimination.** Concessionaire and its employees shall not discriminate against any person because of race, gender, color, ancestry, national origin, or disability by refusing to furnish such person any accommodation, facilities, services, or privileges offered to or enjoyed by the general public. Nor shall Concessionaire or its employees publicize the accommodations, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability or the patronage of any person because of race, gender, religion, color, ancestry, national origin or disability.

In the performance of this Agreement, Concessionaire shall not discriminate against any employee or applicant for employment because of race, gender, color, religion, national origin or disability. Concessionaire shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, gender, color, religion, ancestry, national origin or disability. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Concessionaire shall permit access to its records of employment, employment advertisement, application forms and other pertinent data and records by any agency of the State of Idaho designated for the purpose of investigation to ascertain compliance with Title 67, Chapter 59, Idaho Code.

- 36. Time of the Essence.** Time is expressly declared to be of the essence in this Agreement.
- 37. Notices.** Any notice given under the terms of this Lease shall be deemed given and delivered when personally delivered or if mailed, the date same is deposited in the United States Mail, and mailed by regular or certified mail, postage prepaid and properly addressed to the appropriate party. Notices to Concessionaire shall be addressed to Concessionaire at the address designated in the Data Page of this Lease. Notices to IDPR shall be addressed to IDPR shall be addressed to IDPR at the address designated in the Data Page of this Lease.

- 38. Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Idaho.
- 39. Force Majeure.** IDPR is not liable for any delay or inability of Concessionaire to provide the services and operate the facilities specified in this agreement when such delay or inability is occasioned by unforeseeable causes beyond the control and without the fault or negligence of IDPR, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantines, restrictions, strikes, freight embargoes, or unusually severe weather, war, or escalation of hostilities.
- 40. Special Terms and Conditions.** Attachment A sets forth the general terms and conditions applicable to all concessionaires. Attachment C sets forth the Special Terms and Conditions applicable to the signatory Concessionaire. In the event of any conflict between the General Terms and Conditions in Attachment A, and the Special Terms and Conditions in Attachment C, the Special Terms and Conditions are deemed to be controlling.
- 41. Terms and Conditions for Concession Located on State Park Lands Leased from United States.** If the concession is located on state park lands leased from an agency of the United States, including the Bureau of Reclamation, the Army Corp of Engineers, the United States Forest Service, or the Bureau of Reclamation, then the following terms and conditions apply in addition to those specified above.
- 41.1 Federal Approval.** This Agreement is subject to the approval of the United States and may be terminated by the United States for cause.
- 41.2 No Federal Obligation.** In the event of the expiration or termination of IDPR's lease with the United States, this Agreement shall terminate. Absent agreement with the United States, the Concessionaire shall remove all fixed assets and personal property from the park. No financial obligation or risk will reside in the United States for reimbursement for fixed assets and personal property removed pursuant to this provision.
- 41.3 No Interference with Project Purposes.** This Agreement is subject to the rights of the United States and its agents to use the Concession Premises as necessary to fulfill the purposes for which the United States set the lands aside.
- 41.3 Annual Operation Plan.** Concessionaire shall prepare and submit to IDPR and the United States an annual operations and maintenance plan.
- 41.4 Annual Reviews.** The United States will conduct an annual review and evaluation of concession operations and may conduct unplanned reviews as necessary. The

concessionaire shall correct any operational or administrative deficiencies identified during such reviews.

- 41.5 Advertising and Signs.** The logo or name of the applicable United States agency, along with the logo or name of IDPR, will be displayed at all concession entrances used by the public. Outdoor signs or advertising on federal lands must be approved by the United States before being displayed.
- 41.6 Insurance.** In addition to the Insurance requirements set forth in Section 12 of this Agreement, Concessionaire must have and maintain an appropriate insurance policy that will indemnify the United States, provide that the insurance company will have no right of subrogation against the United States, and names the United States as an additional insured.
- 41.7 Employment of United States Employees and Family Members.** Employees or family members of the applicable agency of the United States may not be owners, partners, board members, corporate officers, general managers, or employees of the Concessionaire, nor may they have any financial interest in the Concessionaire's company.
- 41.8 Minimum Wage.** Concessionaire shall comply with the requirements of Executive Order No. 13658 (Jan. 2015), and Executive Order 13838 (May 2018), and all related regulations of the U.S. Department of Labor, requiring that employees be paid the minimum wage published by the Secretary of Labor at <https://www.dol.gov/agencies/whd/government-contracts/minimum-wage>, excepting those employees involved exclusively in the provision of seasonal recreational services such as seasonal recreational outfitter services, seasonal recreational guide services, other seasonal recreational services, or the rental of seasonal recreational equipment. Provided further, that employees connected with the provision of lodging or food services relating to the provision of such seasonal recreational services shall be paid the above-described minimum wage.
- 41.9 Sick Leave.** Concessionaire shall comply with the requirements of Executive Order 13706 (Sept. 2015), and all related regulations of the U.S. Department of Labor, requiring that Concessionaire provide qualified employees up to seven days of paid sick leave annually, including paid leave allowing for family care.

**Attachment B**  
**Concession Premises**  
**Legal Description and Map**

(See attached description and map of Premises)

# Attachment C

## Special Terms and Conditions

### A. Required services and facilities:

1. Food, soft drinks, etc.
2. Motorized and non-motorized outdoor recreation equipment rentals.

### B. Optional services and facilities. (reserved for specific park services & facilities)

### C. Alcohol Sales [CHOOSE ONE OF THE FOLLOWING].

1. The sale of liquor, beer, or other alcoholic beverages on the subject premises is expressly prohibited.
2. The sale of liquor, beer, or other alcoholic beverages on the subject premises is permitted, subject to the following restrictions: (a) the sale of beverages containing more than fourteen percent (14%) alcohol is prohibited; (b) the sale of beer and wine in glass bottles is prohibited; (c) Concessionaire shall not advertise the sale of alcoholic beverage without the prior written approval of IDPR; and (d) IDPR reserves the right to impose reasonable park regulations on the sale or consumption of alcohol not in conflict with the rules administered by the Alcohol Control Division of Idaho State Police. The sale of alcoholic beverages may be terminated at any time by IDPR if it determines that such sale creates management problems or negatively impacts the park visitor experience.

# Attachment D Gross Receipts Reporting Form

Date: \_\_\_\_\_

Concession Number: \_\_\_\_\_  
 Park: \_\_\_\_\_  
 Park Unit, if applicable: \_\_\_\_\_  
 Concessionaire Name: \_\_\_\_\_  
 dba: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 City State Zip: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Contact Phone Number: \_\_\_\_\_

SSN or  
Tax ID # \_\_\_\_\_

Date From: \_\_\_\_\_ Date To: \_\_\_\_\_

Attach a Copy of W-9 form

**A. Income**

(1)	Annual Rent (Ref: Data Page)	\$
(2)	Food and Beverage	\$
(3)	Restaurant/Bar Sales	\$
(4)	Outdoor Equipment Rental	\$
(5)	Trips (guiding, instruction, etc)	\$
(6)	Other (specify)	\$
(7)	Other (specify)	\$

B. Total Gross Income - add amounts from lines A (2) – A (7) \$ \_\_\_\_\_  
 C. Sales and Excise Taxes \$ \_\_\_\_\_  
 D. Net Income - subtract amount on line C from amount on line B \$ \_\_\_\_\_

E. Total Gross Income (from above)	\$ _____
F. Idaho Department of Parks and Recreation Share <span style="margin-left: 20px;"><u>Line E x %</u> =</span>	\$ _____
SEND THIS AMOUNT	\$ _____

Attach check or money order and mail to:

Idaho Dept. of Parks and Recreation  
 5657 Warm Springs Ave  
 Boise, Idaho 83716

**IDPR Only**

Ck \$:	
Ck #:	
PCA:	
Fund:	
Grant #:	
S/O code:	2735

\*contact OPS for #  
 OPS to Accounting; cc: Park Manager