

REQUEST FOR PROPOSAL
FOR THE PROVISION OF A WINTER SPORTS VENUE
AT
EAGLE ISLAND STATE PARK



Idaho Department of Parks and Recreation
Eagle Island State Park
Winter Sports Concession

Issue Date: **September 29, 2026**



Idaho Department of Parks and Recreation
Eagle Island State Park
Winter Sports Venue

REQUEST FOR PROPOSAL

INTRODUCTION

The Idaho Department of Parks and Recreation (IDPR) is interested in providing to its visitors a recreation opportunity arising from the development and management of a nonmotorized winter sports venue, located in Eagle Island State Park in Southwest Idaho. IDPR seeks proposals from entities and individuals interested in entering a business relationship for the development, maintenance, and operation of a nonmotorized winter sports venue. A variety of options regarding the development and 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 Large 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 into 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 into negotiations with IDPR for possible award of the anticipated concession contract described herein.

IDPR OBJECTIVES

IDPR hopes to provide an identified and popular service for the recreationists of Eagle Island 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 Respondent in accomplishing such development, compensation to be made to IDPR, and the qualifications of the Respondent for the project. All concessionaires at Eagle Island State Park, including the one sought through this RFP, must also comply with the requirements set by the National Park Service's Land and Water Conservation Fund program. Those requirements have been included in the Proposal Format/Requirements section.

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, maintenance, and operation of the winter sports venue.

ABOUT THE PARK

Eagle Island State Park is a 545-acre park located in Ada County within the City of Eagle, Idaho. The park is eight miles west of Boise, Idaho, and is bordered on the north and south by the Boise River with agricultural land to the east and west. Urban uses have also developed around the park in recent years

with new residential neighborhoods across the two channels of the Boise River. The Idaho Department of Fish and Game (IDFG) operates a fish hatchery to the southwest of Eagle Island State Park.

The park is heavily used in the summers by visitors swimming in the pond, picnicking, playing disc golf, walking on the trails, and engaging in other types of informal recreation. There are also several scheduled events at the park that draw large numbers of visitors. Many groups utilize the east shelter for weddings, receptions, birthdays, and other family events. Year-round, the park is used for fishing, hiking, and horseback riding.

Eagle Island State Park is currently under development. A 50-site campground is near completion on the east side of the park as well as the creation of an additional pond, which will offer more opportunities for recreation and wildlife habitat.

Park Attributes

Acreage

545 acres

Facilities

Campground, Flush Toilet Facilities, Day Use Area, Two Large Non-Motorized Ponds, Picnic Shelters, Visitor Center, Disc Golf Course.

Activities

Biking, Bird Watching, Camping, Disc Golf, Junior Ranger Programs, Fishing, Hiking, Horseback Riding, Paddle Sports, RVing, Swimming, Volunteering.

Season

Year round

Marketing focus

Families, Local Recreationists, Horseback Riders, Runners, Swimmers, Disc Golfers, Birdwatchers.

Staffing

(6) Full-Time Personnel

Services

Number of Park Entrances	1
Land Acres	545
Group Shelters	4
Visitor Center	Yes
Day Use	1
Type of Water Resource	Ponds
Swim Area	1
Marina/Boat Docks	N/A
Slips at Marina/Boat Docks	N/A
In-Park Boat Rentals	No
Boat Ramp in or near Campground	0
Limit on Size/Type of Boats/Motors	Non-Motorized
Commonly Caught Fish	Trout, Perch, Bluegill, Croppie
Type of Trails	Compact, Gravel, Asphalt
Paved Trails	2

Sports Equipment	Water sports (SUP, Kayaks), Disc Golf
Firewood	Not Currently
In-Park Ice	Yes
Public Phones	0
Nearest Gas Station	Eagle, Idaho
Nearest Food Store	Eagle, Idaho
Nearest Laundry	Eagle, Idaho
Nearest ATM	Eagle, Idaho

Park Office Hours: 9:00 am- 5:00 pm, (as staffing permits)

Entrance Station Hours: 8:00 am- 8:00 pm during the summer, 9:00 am- 5:00 pm during the winter (as staffing permits)

Water Shut-Off Date: October (Weather dependent)

Topography: Mostly flat.

Historic Features of Park: Eagle Island State Park was first purchased by the State of Idaho in 1929. Prior to that, it was used for agricultural purposes, primarily as grazing land for cattle and hogs. Other agricultural crops have included grain, hay and various vegetable crops. The site was operated as a penitentiary farm until 1977. In 1983, the State developed the site as a park to include picnic areas, restrooms, concessions, swimming areas and trails.

Additional Notes: Eagle Island State Park is a unique oasis within the urban heart of the Treasure Valley. It provides local visitors with a welcome reprieve from the toils of daily city life.

DESCRIPTION OF CONCESSION AREA

Suitability of the proposed winter sports venue concession area will be determined by considering existing use patterns, currently available facility, and expressed public desire. It is the responsibility of the proposal respondent to be knowledgeable of the advantages and disadvantages of any proposed site.

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:

- A temporary building, or other winter weather-appropriate structure suitable for the business needs of the proposed operation. Type, size, and final location to be negotiated and approved by IDPR.
- Snow equipment suitable to creating and maintaining a nonmotorized winter sports venue, including, but not limited to snowmaking and grooming machines, and necessary safety equipment.
- Create and maintain safe access throughout the concession area for all customers and park visitors.
- All necessary nonmotorized winter recreational sports equipment to accommodate a winter sports venue.

Respondent may propose recreational services that exceed the minimums listed above. The furnishing of additional services will be a consideration in the evaluation of each Respondent's proposal. 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 five (5) years in business activities that involve providing products or services to the public.
2. 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 products or services to the public.
3. A verifiable work history of no less than five (5) years of providing winter outdoor recreation associated services.

TERMS AND CONDITIONS OF CONTRACT

Please reference the attached State of Idaho, Department of Parks and Recreation Large 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 Large 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 utility and day-to-day maintenance costs, including solid waste removal (i.e., garbage receptacle and contract with local waste removal company), costs associated with electrical use, cost associated with maintenance of public restrooms, and cost associated with water for snowmaking for the operation of the concession area.
- 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 benefits the park or program operations. It is the responsibility of the Respondent to make this proposal. The Respondent may suggest that a portion of this compensation take the form of major maintenance work, new facilities development that would become property of IDPR, or permanent services intended to offset the Park’s budget costs. 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 manner 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).
- Mobilization for each season of operation will not occur until after annual cross-country races have concluded in the Fall. The concession operation, including mobilization and demobilization for each operational season, must not disrupt park activities, including group or special events, overnight campground occupants (with quiet hours observed daily from 10:00 pm to 7:00 am), 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.
- 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 forth 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 Large Concession Agreement, § 12, for specific insurance requirements.

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>.

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 on official letterhead of the Respondent; 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 authorized 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. Respondents must include their tax identification number.

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 Large Concession Agreement terms and conditions. IDPR Board Policy and Idaho Code limit the duration of the concession lease to no more than ten years. 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, 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 number of people supervised/employed.

Contracts with the State of Idaho

Identify all current or previous contracts Respondent and any of Respondent's representative 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, 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 persons 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.

Financials

Respondents are required to provide a comprehensive credit report indicating the Respondent's current credit score, with the Proposal submission. The Respondent should stamp or write "Trade Secret" or "Confidential" on each page of the credit report information that it does not want released. The

information will be held in confidence to the extent Idaho law allows. The credit report must be current and have been established within thirty (30) calendar days of the Proposal closing date.

Credit reports must be for the exact entity submitting the Proposal as identified in the cover letter. The credit report cannot be combined or consolidated with the information from any entity other than the company submitting the Proposal. If the Respondent's name on the Proposal does not match the name on the credit report, it will not be accepted, and the Respondent will be found non-responsive.

Failure to provide a credit score report will result in a finding that the Respondent is non-responsive.

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. Establishment and utilization of a suitable facility to serve as a temporary outdoor recreation business benefitting both park and area recreationists.
2. Operation of a winter sports venue.
3. Provision of winter sports equipment appropriate to the venue.
4. Compatibility of overall operations with park operations.
5. 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 five (5) years of operation.
6. Describe 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. Stimulate the local tourism economy and make the Eagle, Idaho area a more attractive destination for travelers.
2. Enhance Eagle Island State Park for visitors to the park.

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

Does the concession proposal include the sale of alcohol? Would this include the retail sale of beer or wine, or would it be limited to sale of alcohol with food? If applicable, please explain how alcohol would be sold under the concessional proposal.

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 the Respondent (signee) 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 is projected 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 be provided? 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 development, construction, management, customer service and other personnel to be used in the fulfillment of this Concession, to include all pertinent contact information.

Subcontractors

If the intention is 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 five (5) years, including accompanying schedules of sales (by category), cost of sales (by category), general selling, 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 and evaluation of Financial Proposals (maximum 35 points)
4. Technical qualifications and experience of the Respondent (maximum 25 points)

5. Contracting history with the State of Idaho and its political subdivision (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.....September 29, 2026
2. Deadline for submitting proposal.....October 27, 2026
3. Review of Proposals by Evaluation Committee.....October 29, 2026
4. Potential submission to IDPR Board for approval.....November 3, 2026

It is the intention of IDPR to enter into a concession lease for the operation of the concession area beginning with the 2027/2028 winter season of operation. The actual timing may depend upon required approvals, the desires and needs of the concessionaire, the nature of the proposal accepted, the timeframe required to construct the facility, and the timeframe necessary for final approval by the IDPR Board. 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. Eagle Island State Park FY2022-FY2026 Revenue and CY2020-CY2025 Visitation
2. State of Idaho, Department of Parks and Recreation Large Concession Agreement
3. Eagle Island State Park Maps

SUBMISSION INFORMATION

Proposals may be submitted manually or electronically. The Proposals must be addressed to the RFP Lead and clearly marked “EAGLE ISLAND WINTER SPORT VENUE CONCESSION PROPOSAL.”

All responses to this RFP are to be received no later than 10:00 a.m. (MT) on October 16, 2026. Please direct questions and responses to this RFP to the following RFP Lead:

Andrew Salzano, Park Manager
Eagle Island State Park
165 Eagle Island Parkway
Eagle, ID 83616
Phone: 208-939-0696
Andrew.Salzano@idpr.idaho.gov

Eagle Island State Park Revenue by Fiscal Year and Account

Revenue Account	Fiscal Year (FY)					Grand Total
	FY2022	FY2023	FY2024	FY2025	FY2026	
Admission Fees	149	31,682	37,565	33,659		103,055
AG/Grazing Leases	12,500		10,500	20,361		43,361
Concession Leases	7,419	178,866	89,310	4,168	212,209	491,972
Day Use Fees	14,452	13,362	15,387	11,520	14,145	68,866
Camping Fees					146,020	146,020
Water Slide	14,864	29,308	1,179			45,351
Equipment Use Fees	10,650	2,117	1,047	926.29	902	15,642
MVEF- Daily	150,642	137,610	122,726	104,472	145,811	661,261
Other Leases	32,446	37,276	39,444	40,382.60	41,191	190,740
Park Donations		884	1,677	1,944	1,436	5,941
Resale Items	4,387	3,072	2,053	5,196.59	9,147	23,856
Reservation Fee	4,479	5,132	4,472	2,757	13,773	30,613
Special Events	6,615	194	160	874	4,716	12,559
Other Miscellaneous	65	652	291	1,662	3,224	5,894
Grand Total	258,668	440,155	325,811	227,922	592,574	1,845,131

Eagle Island Calendar Use Visitation by Calendar Year

	Calendar Year (CY)					
	CY2020	CY2021	CY2022	CY2023	CY2024	CY2025
Resident Day Use	495,509	577,696	557,017	562,829	460,503	437,897
Non-Resident Day Use	37,296	43,482	41,926	42,364	34,662	32,960
Grand Total	532,805	621,178	598,943	605,193	495,165	470,857



STANDARD LARGE CONCESSION AGREEMENT

No. ***

**IDPR Contact
Information:**

Division of Operations
Idaho Department of Parks and Recreation
PO Box 83720
Boise ID 83720-0065

**Concessionaire
Contact Information:**

Concessionaire Full Name and Entity Type
Mailing Address
Mailing Address
City, State Zip

Email address

Term:

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

Concession Premises:

*** State Park. See Attachment B for specific location of Premises.

Activity:

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.

Rent payable on Gross Receipts is due within thirty (30) days of the end of the Required Dates of Seasonal Operation, along with Att. D & E.

Agreement:

This Agreement, including the Data Page, Signature Page and all Attachments, which are incorporated by reference in their entirety, is made by and between IDPR and Concessionaire. IDPR, in consideration of the rent paid and the covenants, conditions and restrictions hereinafter set forth in this Agreement, 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 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 of Attachment A and Section E of Attachment C.

Agreement 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
ATTACHMENT E – ACTIVITY REPORTING FORM

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the later day, and year written below.

CONCESSIONAIRE:

NAME, NAME OF ENTITY,
Type of entity

Date: _____

NAME, Office/Position

STATE OF IDAHO)
)ss.
County of _____)

On this ____ day of _____, 2026, before me a notary public in and for said state, personally appeared **NAME**, known or identified to me to be an authorized **Office/Position** of **Name of Entity, type of entity**, the entity that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first above written.

(seal)

Notary Public
Residing at: _____
My Commission Expires: _____

IDPR:

IDAHO DEPARTMENT OF PARKS AND RECREATION

SUSAN BUXTON, Director

STATE OF IDAHO)
)ss.
County of ADA)

On this ____ day of _____, 2026, before me a notary public in and for said state, personally appeared **SUSAN BUXTON**, known or identified to me to be the **Director** for the **IDAHO DEPARTMENT OF PARKS AND RECREATION**, an agency of the state of Idaho, that executed the instrument or the person who executed the instrument on behalf of said state agency, and acknowledged to me that such state agency executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first above written.

(seal)

Notary Public
Residing at: _____
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*; Attachment D, *Gross Receipts Reporting Form*; and Attachment E, *Activity Reporting from Prior Year's Season*, if applicable.

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 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. Concessionaire and its employees, if any, are not employees of the State of Idaho, including IDPR.

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 and Department. The Idaho Department of Parks and Recreation, an executive department of the State of Idaho, overseen 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 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 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 during the duration of this Agreement as specified on the Data Page.
 - 3.1 Concessionaire is encouraged to be open for service before and after the Required Dates of Seasonal Operation specified on the Data Page to better serve Park visitors, provided, that concession operations occurring outside those dates 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 In the event of adverse weather, or other adverse operating conditions, the Park Manager may permit or require Concessionaire to close the facilities and services at any time during the term of this Agreement. However, nothing herein shall excuse Concessionaire from payment of Rents.
 - 3.4 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.
 - 3.5 Concessionaire shall keep the Premises in a clean and sanitary condition at all times.
4. **Premises.** Concessionaire’s 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 Park lands outside the Premises, 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 Premises are Park lands open to public use and that IDPR reserves the right to authorize others to use the Premises, excepting facilities owned by, or leased to, 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 are 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 portion of the Premises.

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

5.1 Renewal. IDPR does not grant Concessionaire the right to renew this Agreement or extend its duration for an additional period of time. However, if IDPR, at the expiration of this Agreement, desires to grant a new concession agreement for the Premises, 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 a new concession 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 no less than sixty (60) days prior to its expiration. If IDPR decides to offer Concessionaire a new concession agreement, it shall notify Concessionaire in writing of the terms and conditions of that new agreement. Mailing to the last known address of Concessionaire shall complete notification to Concessionaire. 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 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 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 and shall otherwise be 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, 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. Concessionaire's business operations upon the Premises shall not, as between IDPR and Concessionaire, accrue any value for going concern, goodwill, blue sky, business values, trade name, or other intangible property. Concessionaire waives any claim that it is entitled to any compensation from IDPR for going concern, goodwill, blue sky, business values, trade name, or other intangible property of Concessionaire upon the 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.

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 dates fall after the expiration or termination of this Agreement, the obligation to pay such rent shall survive such termination or expiration. Payments shall be made to the order of the Idaho Department of Parks and Recreation and mailed to **the Idaho Department of Parks and Recreation, c/o Real Estate/Contracts Manager, P.O. Box 83720, Boise, Idaho 83720-0065.**

7.1 Late payments. Failure to pay by the above-specified due dates will constitute an event of default 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 Attachment D, *IDPR Concessionaire Gross Receipts Reporting Form*. 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. 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 as 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 last.

8.1 Concessionaire shall utilize and maintain inventory records, bookkeeping, and accounting methods, and methods of collection of monies, that will permit IDPR to accurately compute the Gross Revenue of Concessionaire. Upon request, Concessionaire shall produce accurate financial reports, including its sales journal, cash disbursement journal, general ledger, or other financial reports.

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 state, county, 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. Unless otherwise expressly authorized in the Special Terms and Conditions set forth in Attachment C hereto and in accordance with Section 4.7 of Policy #6020 of the Idaho Park and Recreation Board, **the sale or dispensing of liquor, beer, or other alcoholic beverages on the Premises is strictly prohibited.**

9.1 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. Concessionaire shall cooperate with Park staff in providing interpretative service to the public and in promoting the Park and its programs. 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 Concessionaire.

9.2 Concessionaire shall not employ or retain in its services, or permit to remain upon the Premises, any person declared by IDPR to be unfit for such employment or otherwise objectionable. 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 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. At least thirty (30) days before the beginning of seasonal operations, Concessionaire shall 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

No. ***

Concessionaire's Name

Attachment A: General Terms and Conditions– Page 6

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, rules, regulations and ordinances, 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 Concessionaire should undertake any construction, alteration, or modification of the Premises, 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 any construction, alteration or modification by Concessionaire, 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 or damage 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 any such emergency or damage and mitigate any potential damage to the Premises or harm to the public. IDPR shall notify Concessionaire of any such emergency situation, circumstance, action, or repair, and shall request that Concessionaire make further repairs to any of Concessionaire's improvements necessitated by such emergency. Concessionaire shall reimburse IDPR for all reasonable repairs made to any of Concessionaire's improvements by IDPR pursuant to this emergency provision.

11.3 Liens. Concessionaire shall not allow or suffer any lien 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 or to the Premises at Concessionaire's instance or request. Concessionaire shall ensure that full payment is made for any and all labor performed on, and materials joined or affixed to, the Premises by or on behalf of Concessionaire pursuant to this Agreement.

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 separately and immediately provide IDPR with a correct copy of all certificates of insurance; certified endorsements applicable to the insurance required; and any and all notices relating to insurance coverage including notices of cancellation, renewal, amendments potential exhaustion of aggregate limits, and denials of coverage. 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 indicate a waiver of the right to subrogation against the State of Idaho, Idaho Department of Parks and Recreation and be endorsed to name the State of Idaho, Idaho Department of Parks and Recreation as a certificate holder and additional insured. Concessionaire shall provide to IDPR a certified endorsement indicating all such requirements.

12.2 All insurance shall be with insurers rated A-, VII, or better in the latest Best's 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 damages due 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 sixty (60) months thereafter.

12.4 By requiring insurance herein, IDPR does not represent that coverage and limits will necessarily be adequate to protect Concessionaire, and such coverage and limits shall not be deemed as a limitation on Concessionaire's liability under the indemnities granted to IDPR or 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, provided the CGL is listed on the underlying insurance in the umbrella or excess policy, and the umbrella or 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. Any vehicle with seating for twelve (12) or more people must have a limit of not less than \$3,000,000 each occurrence and \$3,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, provided the Auto is listed on the underlying insurance in the umbrella or excess policy, and the umbrella or 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 Premises. Policy limits shall be sufficient to cover the value of all Concessionaire-owned property upon the 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, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever caused by or arising out of, or in connection with Concessionaire's acts or omissions under this Agreement or Concessionaire's failure to comply with any applicable federal, state or local, statute, law, rule, regulation or ordinance.

13.1 Upon receipt of IDPR's tender of indemnity and defense, 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 §§ 67-1401(13) and 67-1409(1).

- 14. Assignments, Sale of Interest, and Subleases.** Concessionaire and/or any person persons, entity or entities that hold or own a controlling interest in Concessionaire's business shall not assign or otherwise sell or transfer responsibilities under this Agreement or the concession operations authorized hereunder without the prior written consent of IDPR. Concessionaire shall not sell, or otherwise assign or transfer (including, but not limited to mergers, consolidations, reorganizations or other business combinations) a controlling interest in the concession operations authorized under this Agreement 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. 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 without IDPR's express prior written consent.
- 14.1** Concessionaire shall advise any person or entity proposing to enter into a transaction described in this Section 14 that IDPR must be notified and the proposed transaction is subject to review and approval by IDPR in IDPR's sole discretion. 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 purposes of this Section, the term "controlling interest" in Concessionaire's ownership shall mean, in the instance where Concessionaire is a corporation, limited liability company or other similar business entity, 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 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 or security interest 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 the express prior written consent from IDPR. Upon a default by Concessionaire and the enforcement of any such mortgage, security interest, encumbrance or other indebtedness by a creditor, or any other assignment or transfer of the Concessionaire's interest approved by IDPR, the creditor or assignee thereof may succeed to the interest of Concessionaire in such assets, if any, but shall not thereby acquire any interest, operating right or privilege in or to the operation of the concession use of the Premises, or in this Agreement without the express prior written consent of IDPR, and any improvements so acquired shall remain subject to the terms of Subsections 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 IDPR approves an assignment of this Agreement to any other person or entity, Concessionaire shall pay to IDPR an amount equal to ten percent (10%) of the assignment price. The assignment price is that portion of the purchase price paid by the assignee to Concessionaire for the value of Concessionaire's business conducted on the Premises, including, but not limited to, the going concern, goodwill, blue sky, business values, trade name, or other intangible property of Concessionaire; but specifically excluding the actual price paid by the assignee up to the fair market value for the Concessionaire's hard assets (tangible personal property and improvements owned by Concessionaire) being transferred to assignee.

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

14.8 Subleases are not permitted.

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. If applicable, 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 at least thirty (30) days from service of the notice to cure the violation. Service, as used in this Agreement, means the date of a transmittal email, the date of personal delivery, or the date the notice is placed in the U.S. Mail.

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 Costs. Prior to termination for cause, Concessionaire may elect to pay the Department's administrative costs associated with enforcing the terms of this Agreement extending the date of termination until all violations are cured, and IDPR may agree to accept payment of such costs in lieu of termination for each day that such violation goes uncorrected over and beyond the thirty-day cure period provided in Section 15.3 of this Agreement; provided however, that if Concessionaire fails to cure all such violations, this Agreement will be terminated and Concessionaire will remain liable for payment of the administrative costs accrued. IDPR and Concessionaire agree that such administrative costs are fixed at fifty dollars (\$50) for each day the violation goes uncorrected, up to a maximum of one thousand, five hundred dollars (\$1,500).

15.6 Immediate Termination; No Opportunity to Cure. IDPR 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 IDPR, 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, Concessionaire may submit to IDPR a written request for reinstatement setting forth good cause why the Agreement should be reinstated and proof that any identified violations have been cured. 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 ninety (90) days written notice to IDPR of its intent to terminate. Gross Receipts due in accordance with this Agreement must be paid on or before the date of termination.

16. Concessionaire's Obligations and Rights Upon Termination or Expiration. Upon 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 commencement date of this Agreement. If removal and restoration is not completed within thirty (30) days after termination, IDPR may, in its discretion, perform the work and bill Concessionaire for the costs thereof. 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 shall remit payment of rents, as applicable, and a complete and correct Attachment D within thirty (30) days of the date of termination, unless otherwise stated in this Agreement. Concessionaire's obligation to pay all rents due, accrued interest and administrative costs under this Agreement shall survive termination or expiration of this Agreement until 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 termination for cause, all improvements and fixtures constructed or installed by Concessionaire on the Premises 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 and in IDPR's sole discretion, 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 commencement date of this Agreement. If removal and restoration is not completed within thirty (30) days after expiration or termination, IDPR may, at its election, perform the work and bill Concessionaire for the costs thereof. Concessionaire shall pay such bill within thirty (30) days of service.

16.4 Bankruptcy. If, upon the bankruptcy or insolvency of Concessionaire, IDPR does not elect to terminate this Agreement pursuant to Section 15.1.1, then any use, assignment, or disposition of any building, improvement, appurtenance, and fixture belonging to Concessionaire existing upon the Premises by a trustee or receiver shall be subject to the terms of this Agreement.

17. Repair and Maintenance Fund. For concession agreements in excess of one (1) year, 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; 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. Any funds remaining in the repair and maintenance fund upon the termination of this Agreement after necessary repairs and maintenance are completed may be used by Concessionaire for any purpose.

18. Equipment. Except as otherwise specified in Attachment C, *Special Term and Conditions*, Concessionaire at its own expense shall provide on the Premises 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, if applicable.

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 (i.e., d/b/a) used by Concessionaire in conjunction with its concession operations upon the Premises shall be subject to the approval of IDPR and shall be registered with the Idaho Secretary of State.
- 21. Licenses and Permits.** Concessionaire shall obtain and pay for all permits and 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 federal, state and local laws, rules, regulations and ordinances. Violation of such applicable laws, rules, regulations or ordinances is 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. Concessionaire shall be responsible for the accrual and payment of all utility charges or fees, commencing seven (7) days prior to the earlier of Concessionaire taking possession of the Premises for making preparations for conducting concession activities or the first open business day. The termination of this responsibility will occur seven (7) days after the close of Concessionaire's last business day each year during the duration of this Agreement, or upon full compliance with Concessionaire's obligations upon the termination of this Agreement to remove Concessionaire's improvements and personal property from the Premises and to leave the Premises in the condition required by this Agreement.
- 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 commencement date of this Agreement. IDPR shall not be liable for any damages due to the failure in the quantity or quality of the supply of water unless such failure is caused by IDPR. 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 collector.
- 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, weekly or monthly sales records. 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.** IDPR is generally not liable for taxes. Concessionaire shall pay all lawfully-levied or assessed taxes on personal property and improvements belonging to Concessionaire located on

the Premises. Concessionaire shall pay all sales and other taxes levied against the operation of the concession. Concessionaire shall pay all taxes, assessments and charges which at anytime may be lawfully levied, assessed or charged as a result of, or upon, any interest in this Agreement or any possessory right that Concessionaire may have in or to the Premises. 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 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. 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. 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 provided the same do not use the name of IDPR or otherwise infringe on any rights of IDPR or the State. Concessionaire and IDPR shall work diligently to protect the said names and marks in all their forms. Concessionaire is authorized to make 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 Agreement, and with written approval by IDPR, for development of products during the term of this Agreement. 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 Agreement, Concessionaire shall cease using IDPR related names and logos developed or utilized in connection with the operation of the concession, and any such IDPR related names or logos created or utilized by Concessionaire related to or during the term of this Agreement shall be available on the basis of first right of refusal for purchase by IDPR from Concessionaire 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 Agreement to determine Concessionaire's compliance and to evaluate performance. During these reviews, visitor services and corresponding fees charged by Concessionaire shall be reviewed and be subject to approval of IDPR. Revenue, including but not limited to, all rents paid to IDPR shall also be reviewed, and such fees may be adjusted up or down by mutual agreement of the 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 the waiver of any rights provided to IDPR by this Agreement. Consent of IDPR to any action of Concessionaire must be explicit and in writing. 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 provision herein to the contrary, the parties may hereinafter by mutual consent agree to written modifications or additions to this Agreement subject to express approval by 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. Sovereign Immunity.** Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.
- 34. 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 IDPR or 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 pertaining to IDPR contained in this Agreement shall rest in and be vested with the State of Idaho and IDPR.

35. 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.

36. 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.

36.1 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, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

36.2 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.

37. Time of the Essence. Time is expressly declared to be of the essence for the performance of each and every term and condition of this Agreement.

38. Notices. Any notice given under the terms of this Agreement 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 Agreement. Notices to IDPR shall be addressed to IDPR at the address designated in the Data Page of this Agreement.

- 39. Governing Law and Forum.** This Agreement shall be governed by and construed under the laws of the State of Idaho, and the parties consent to the jurisdiction and venue of the Idaho State District Court located in Ada County in the event of any dispute with respect to this Agreement.
- 40. Force Majeure.** If IDPR or Concessionaire is delayed, hindered, or prevented from performing any act required under this Agreement by reason of any act of God; failure of electricity or any utility; fires; floods; drought; unusually severe weather; poor water quality, including, but not limited to, algae blooms, bacteria, or other pollution; restrictive government laws or regulations, including but not limited to government actions related to any epidemics, pandemics, or quarantines; strikes; lockout; labor trouble; inability to procure materials; freight embargoes; war; riot; insurrection; escalation of hostilities; or any other reason beyond the party's control making performance impossible, then performance of that act, and that act only, shall be excused for the reasonable period of the delay upon proper and satisfactory proof presented to the other party. IDPR must be notified within five (5) days of any force majeure event claimed by Concessionaire, and Concessionaire shall work diligently to eliminate any such force majeure event causing the delay, and immediately notify IDPR when the reason for the force majeure has ceased. Neither Concessionaire's financial condition nor the failure of any third party with whom Concessionaire contracts shall be an event of force majeure excusing the performance of any act required by this Agreement. IDPR shall have no liability for any damages Concessionaire incurs as a result of any force majeure event.
- 41. Special Terms and Conditions.** Attachment A, *General Terms and Conditions*, sets forth the general terms and conditions applicable to all concessionaires. Attachment C sets for 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.

[Remainder of page intentionally left blank]

Attachment B
Concession Premises/Map



No. ***
Concessionaire's Name

Attachment C

Special Terms and Conditions

A. Required Services and Facilities:

1. Food or beverages with no glass bottles: N/A / Food / Drinks / Both Food and Drinks.
[Choose one and delete the others.]
2. Outdoor recreation equipment rentals: N/A / Motorized / Non-Motorized / Both Motorized and Non-Motorized. [Choose one and delete the others.]

B. Optional Services and Facilities: [Indicate N/A or list allowed optional services and facilities, activities or special events, if applicable. Delete all the examples if nothing applies.]

1. Motor Vehicle Entrance Fees will apply to all motorized vehicles. This includes automobiles, trucks, motorhomes, snowmobiles, ATVs, UTVs, SOHVs and motorbikes. This fee applies to Concessionaire and any customers or clients.
2. Weather conditions, availability of IDPR or Park staff, or equipment may limit or prevent year-round access to the Premises.

C. Payment for Utilities: [Indicate N/A, or list utilities (other than trash) provided by Park. An example follows.]

[The remainder of this page is intentionally left blank.]