

REQUEST FOR PROPOSAL
FOR THE HORSEBACK RIDING CONCESSION
AT
HARRIMAN STATE PARK



Issue Date: July 24, 2025
Idaho Department of Parks and Recreation
Harriman State Park
Horseback Riding Concession



Idaho Department of Parks and Recreation
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REQUEST FOR PROPOSAL

INTRODUCTION

The Idaho Department of Parks and Recreation (IDPR) is interested in providing its visitors with a recreation opportunity through the management of horseback riding services, located at Harriman State Park in Eastern Idaho. IDPR seeks proposals from entities and individuals interested in entering a business relationship for the development, maintenance, and operation of a public horseback riding concession. This includes the development of a variety of types of rides offered, providing trained horses accustomed to riders within a variety of age groups, and providing guided trail rides 7 days per week from May into November. 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 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. Portions of the riding trails are located on lands owned by the United States Department of Agriculture – Caribou-Targhee NF (USFS). Any concession contract is subject to the USFS's approval, and the concessionaire is responsible for ensuring compliance with all applicable federal statutes, regulations, and executive orders.

IDPR OBJECTIVES

IDPR hopes to provide an identified and popular service for the recreationists of Island Park and Harriman 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 Harriman State Park, including the one sought through this RFP, will be required to obtain a separate permit with the Caribou-Targhee National Forest to provide horseback rides on trails within Harriman State Park that fall on US Forest Service lands. Successful acquisition of the concession agreement with IDPR is contingent upon the winning respondent obtaining a Special Use Permit with the USFS.

The concessionaire must obtain and maintain a Special-Use Permit from the Caribou-Targhee National Forest for use of Forest Service trails and pay all applicable fees and charges for their use. As billed as a single minimum fee and a post-season fee of three percent of the gross revenue for Forest Based trips.

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 horseback riding concession, not to exceed ten (10) years.

ABOUT THE PARK

Before its establishment as Harriman State Park of Idaho, the grounds of the “Railroad Ranch” served as a summer retreat and working cattle ranch for several wealthy families including the Harriman’s and Guggenheims. Valued as a peaceful western retreat by its last owners, the Harriman’s, and wishing to preserve its outstanding qualities for the benefit of the general public, the Harriman family donated the property to the state of Idaho. In 1982, Harriman State Park of Idaho opened for public use. Harriman State Park receives approximately 220,000 visitors each year, both winter and summer seasons seeing equally heavy visitation. A motor vehicle entrance fee of \$7.00 is charged for each vehicle entering Harriman State Park, including concession users. Attractions of Harriman State Park include family and group overnight accommodations, an extensive trail system for non-motorized use, unique wildlife viewing opportunities, a Blue-Ribbon fly-fishing stream, and educational programming showcasing the flora and fauna that reside in the Yellowstone Ecosystem. A horseback riding concession has been maintained at Harriman State Park since 1983.

Harriman State Park is comprised of 11,700 acres and is part of the Harriman Wildlife Refuge. The 16,000-acre Harriman Wildlife Refuge combines lands of Harriman State Park and the Caribou-Targhee National Forest and offers unique opportunities for wildlife viewing in a pristine backcountry setting. Through the provisions of a Special Use Permit with the Caribou-Targhee National Forest, the Harriman State Park trail system utilizes a combination of state park lands and Forest Service lands.

DESCRIPTION OF CONCESSION AREA

The concession area (see attachment B) is offered in “as is” condition. Any facility modifications, major maintenance, or new construction should be addressed in the proposal.

- The Horse Concession Barn and corral to be used for storage, horse tie-up, and operation base.
- 163-acre horse pasture for pasturing up to 35 head of horses during the operating season.
- The use of designated horse trails within Harriman State Park and the Harriman Wildlife Refuge.
- Space for a small travel trailer adjacent to the Horse Concession Barn.
- Wooden fenced horse run that travels from the Horse Concession Barn to the historic Horse and Cattle Barns, and out into the horse pasture (approximately .5 mile).
- Access to water and electricity. The concessionaire is responsible for all costs associated with telephone or internet hook-up, and electricity, monthly charges, and service fees.

NOTE: Should it be determined, by IDPR during the term of this lease, that more appropriate and desirable facilities for the operation of the Harriman State Park Horseback Riding Concession area are available, the concession operation will be required to relocate to facilities designated by the Idaho Department of Parks and Recreation.

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:

- Guided horseback rides for families and larger groups on approved and designated trails within Harriman State Park and the Harriman Wildlife Refuge, with a 7 day-per-week, 7am-10pm operating season beginning on May 1st and ending no later than November 30th.
- Educational programming in conjunction with guided horseback rides describing the unique features of Harriman State Park and the Harriman Wildlife Refuge such as wildlife, ranching history, geology, and other park resources.
- An active promotion or marketing strategy which fully describes the guided horseback riding opportunities through the concession operation and a reservation system allowing guests to pre-schedule rides in advance with the concession operator.
- Professional advertising, signage and confirmed GPS/internet mapping directions provided to the parking area adjacent to the Horseback Riding Concession.
- An accurate accounting system, which shall permit the state to compute usage and gross receipts of the concession operation.
- Provisions and details for monthly trail maintenance of all utilized trails in accordance with U.S. Forest Service Trail Maintenance Standards (see Attachment C.).
- A thorough and professional program of horse care and facility/equipment maintenance.

Respondents 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 5 years in providing similar services which should include experience in concession or business operation, experience in the care and maintenance of saddle horses, and experience in providing outdoor recreational services to the public.
2. References providing documentation of stated work history and performance, while providing similar services and experience in outdoor recreation and working with saddle horses.

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.

- All buildings, facilities, lands, utilities, and equipment provided to the concessionaire are provided in “as is” condition.
- The Concessionaire must assume all liability and day-to-day maintenance costs associated with the operation of the concession area. Concessionaire is responsible for garbage removal from premises into the Park trash compactor.
- The bidder must also propose financial compensation to IDPR, either as a percentage of the gross receipts, an annual base payment, a base payment plus percentage, etc. It is the responsibility of the bidder to make this proposal.
- The concessionaire must be a licensed Idaho Outfitter and Guide with the State of Idaho. All concession employees must also follow the guidelines of the Idaho Outfitters and Guides Licensing Board.
- The concessionaire and its employees must be certified in first aid and CPR.
- The concessionaire must obtain a current Special-Use Permit from the Caribou-Targhee National Forest for use of Forest Service trails and pay all applicable fees and charges for their use.
- The concessionaire must abide by all park rules, including all policies and standards set for individuals living in the park. This includes complying with all trail closures and trail use designations.
- The concessionaire, at its own expense, shall provide all equipment and labor necessary for the trail and fencing maintenance stipulated in the proposal and provide necessary security and maintenance for all equipment and livestock kept on park property.
- It is the responsibility of the concessionaire to securely house horses on park property and regain control of horses within 2 hours should they come loose for any reason.
- The concessionaire must commit to a lease agreement with IDPR for a term of five (5) years in length, at the conclusion of which, an automatic five (5) year lease renewal will be available if agreeable to all parties.
- 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 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, vehicle, and workers compensation 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. In addition to the insurance requirements in the Standard Concession Contract, the concessionaire will be required to provide the USFS 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>.

PRE-PROPOSAL Q&A AND TOUR OF FACILITIES

A non-mandatory pre-proposal Q&A will be held at the Ranchview Picnic Shelter in Harriman State Park on August 6, 2025, at 12:00pm (MT). This will be an opportunity to ask questions of IDPR staff. All parties interested are invited to participate by attending the meeting. Any verbal answers given by IDPR during the pre-proposal conference are unofficial and will not be binding on IDPR. Conference attendance 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 on the official letterhead of the Respondent; with the Respondent's name, mailing address, telephone number, facsimile 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. The terms of this agreement will not exceed ten (10) 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, 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.

Financials

Respondents are required to provide a D&B Comprehensive Insight Plus credit report or Experian Profile Plus report (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. 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 on 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.

The mandatory elements of this section are two-fold: The Respondent must provide a credit score on one of the named reports AND the report provided in response to the RFP must demonstrate a CSC (credit score class) rating of 1 – 3 or a CRS (credit ranking score) rating of 26 – 100.

Failure to provide one of the named reports (or failure to provide one of the designated credit scores) will result in a finding that the Respondent is non-responsive.

In addition, A company receiving a CSC rating of High risk (5) or High Medium risk (4) of experiencing financial stress and delinquent payments will not be considered for this contract award.

CSC of 1 = Low Risk
CSC of 2 = Low Medium Risk
CSC of 3 = Medium Risk
CSC of 4 = High Medium Risk
CSC of 5 = High Risk

A company receiving a rating of High risk (0-10) or High Medium risk (11-25) of experiencing financial stress and delinquent payments will not be considered for this contract award.

CRS of 76-100 = Low Risk
CRS of 51-75 = Low Medium Risk
CRS of 26-50 = Medium Risk
CRS of 11-25 = High Medium Risk
CRS of 0-10 = High Risk

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. Guided horseback rides for families and larger groups on approved and designated trails within Harriman State Park and the Harriman Wildlife Refuge, with a 7 day-per-week 7am-10pm operating season beginning on May 1st and ending no later than November 30th.
2. Educational programming in conjunction with guided horseback rides describing the unique features of Harriman State Park and the Harriman Wildlife Refuge such as wildlife, ranching history, geology, and other park resources.
3. An active promotion or marketing strategy which fully describes the guided horseback riding opportunities through the concession operation and a reservation system allowing guests to pre-schedule rides in advance with the concession operator.
4. Professional advertising, signage and confirmed GPS/internet mapping directions provided to the parking area adjacent to the Horseback Riding Concession.
5. An accurate accounting system, which shall permit the state to compute usage and gross receipts of the concession operation.

6. Provisions and detail for monthly trail maintenance of all utilized trails in accordance with U.S. Forest Service Trail Maintenance Standards (see Attachment C.).
7. A thorough and professional program of horse care and facility/equipment maintenance.
8. Compatibility of overall operations with park operations.
9. Operating plan which addresses any other aspects of the proposed concession, including staffing levels, engineering or safety compliance for all structures, and a projected budget which includes anticipated costs and revenue for the first four (4) years of operation.

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

Describe in detail how 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. Stimulate the local tourism economy and make the Island Park, Idaho area a more attractive destination for travelers.
2. Enhance Harriman 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. 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. The sanitation area should cover in detail, horse manure clean-up and ensuring the concession area remains free of rodents and foul smells, and is maintained to the standards of operating in a State Park and wildlife refuge.

All applicants must attach a detailed outline of a maintenance program to be developed to provide proper maintenance of all equipment, furnishings, buildings, fixtures, trails, 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 four (4) years, 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.....July 24, 2025
2. Pre-Proposal Q&A..... August 6, 2025
3. Deadline for submitting proposal.....September 15, 2025
4. Review of Proposals by Evaluation Committee.....October 1, 2025
5. Potential submission to IDPR Board for approval.....Fall 2025

It is the intention of IDPR to enter into a concession lease for the operation of the concession area beginning with the 2026 summer season of operation. The actual timing may depend upon required approvals, 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 USFS. 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. Harriman State Park Map
2. State of Idaho, Department of Parks and Recreation Large Concession Agreement
3. U.S. Forest Service Trail Maintenance Standards Guidebook [hyperlink](#)

SUBMISSION INFORMATION

Proposals may be submitted manually or electronically. The Proposals must be addressed to the RFP Lead and clearly marked “HARRIMAN STATE PARK HORSEBACK RIDING CONCESSION PROPOSAL.” All responses to this RFP are to be received no later than 3:00 p.m. (MT) on September 15, 2025. Please direct questions and responses to this RFP to the following RFP Lead:

Jess Brumfield
Harriman State Park
3489 Green Canyon Rd.
Island Park, ID 83429
Phone: 208-558-7368



LARGE 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

Term: Commencement: _____
Expiration: _____

Concession Location: Harriman State Park. For specific location of Concession Premises see Attachment B.

Required Dates of Operation: _____ to _____, annually.

Rent: See section 7 of Attachment A and Attachment D.
Annual 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 each year's required dates of operation.

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, Attachment A.

Index: DATA PAGE
SIGNATURE PAGE

ATTACHMENT A – GENERAL TERMS AND CONDITIONS
ATTACHMENT B – CONCESSION PREMISES AND MAP
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 contract to be duly executed on the later day and year written below.

IDPR SIGNATURE

IDAHO DEPARTMENT OF PARKS AND RECREATION

BY: Susan 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 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

Residing at: _____

My Commission Expires: _____

CONCESSIONAIRE SIGNATURE

CONCESSIONAIRE'S FULL NAME

By:

Its: _____

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 or identified to me to be the _____ to me to be the _____ (position with entity) and authorized officer / member of _____ **CONCESSIONAIRE'S FULL NAME**, an Idaho corporation / limited liability company, 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 seal on the day and year last above written.

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*, and Attachment E, *Activity 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 is physically attached to and an integral part of building or improvements existing upon the Premises.
- 1.5 **IDPR.** The Idaho Department of Parks and Recreation, a 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 (*Concession Premises*) upon which the rights granted by this Agreement may be exercised.

- 2. **Authority.** IDPR is authorized by Idaho Code § 67-4204 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 dates specified on the Data Page.

- 3.1 Concessionaire is encouraged to be open for service before and after the above dates to better service 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 In the event of adverse weather, or other adverse operating conditions, the Park Manager may permit or

require the 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 the annual rental.

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.

3.5 IDPR may require changes in Concessionaire's operations when, in IDPR's discretion, such changes are necessary to protect Park resources, to protect the health, safety, and welfare of Park visitors, or to avoid interference with IDPR's operation or maintenance of the Park.

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 state park lands outside the Premises, and IDPR reserves the right to grant concession privileges to other persons on those portions of the subject state 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 subject state park that are outside the Premises and similar to those operated by Concessionaire, 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 so long as such uses do not unreasonably interfere with concessionaire's business operations.

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 operating purposes. 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 specified on the Data Page.

5.1 Renewal. IDPR does not grant Concessionaire the right to automatically 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 14 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 the Agreement sixty (60) days prior to its expiration. If IDPR desires to renew this 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. 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 4.1 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 4.1 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 6 herein, or fifteen percent (15%) of that month's gross receipts, whichever is greater.

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 to IDPR each year during the 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. Payment shall be made to the order of the Idaho Department of Parks and Recreation, mailed to Operations Division, Idaho Department of Parks and Recreation, P.O. Box 83720, Boise, Idaho 83720-0065.

7.1 Late payments. 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. Payments that are more than thirty (30) days late will constitute a breach of this Agreement absent a written addendum to this Agreement signed by both parties.

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 Lessee 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 during regular business hours of Concessionaire; provided that such examination does not unreasonably interfere with Concessionaire's operation of the concession. 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 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, at its own expense, 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 permit-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. 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.

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.

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, but is not limited to, ounces per serving, fat content of meat, and any other 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. 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.** Those improvements, if any, included with the Premises are identified in Attachment B, *Description of Premises, Legal Description and Map*. Concessionaire shall, at its own expense, maintain the Premises and all improvements thereon in clean, healthful, and safe condition, and in accordance with applicable state, county, and federal laws and regulations, and in a condition 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 act of God, which threatens damage to the Premises or harm to the public, IDPR may immediately act to stop 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, 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 land.

- 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.

- 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 Insured.
- 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 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 the duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage will be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this Agreement, or twenty-four-months "prior acts" coverage is provided. Concessionaire will be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.
- 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 one million dollars (\$1,000,000) each occurrence, and one million dollars (\$1,000,000) annual aggregate, if defense is outside the limits. If defense is inside-the-limits, the limit must be two million dollars (\$2,000,000) each occurrence, and two million dollars (\$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 one million dollars (\$1,000,000) each occurrence, and one million dollars (\$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 statute in all states in which the contractor performs work, and Employers' Liability with a limit of one hundred thousand dollars (\$100,000) Bodily Injury by Accident-each Accident, one hundred thousand dollars (\$100,000) Bodily Injury by disease-each employee, five hundred thousand dollars (\$500,000) 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 limit 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 the State, 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. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.
- 14. Assignments or Sale of Interest.** Concessionaire and/or any person or entity that owns a "controlling interest" as herein defined in Concessionaire's ownership (collectively defined as the Concessionaire for the purpose of this Section), shall not assign, sublease, 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 above, 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 shall 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; and, 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 the 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.

- 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.

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 the 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 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.

15.7 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. 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.

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.

- 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. 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 CONCESSION 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 containing brand names or products sold at the concession are to be displayed on the exterior of any building without the prior written approval of IDPR. Concessionaire shall not advertise the sale of alcoholic beverage 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.** 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. Concessionaire shall be responsible for the accrual and payment of all utility charges or fees, commencing seven days prior to the first open business day. The termination of this responsibility will occur seven (7) days after the close of the last business day.
- 23.1 IDPR-Supplied Water.** If IDPR supplies water to the Premises, it will do so without charge, provided that such supply shall be for the term of this Agreement only. 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 that 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 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 sales records. Concessionaire shall have the right at all times to transverse 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 taxes on personal property 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 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. 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 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 this connection 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 the Agreement provisions 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 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 held by the courts to be illegal or in conflict with any existing law, 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.

- 34. Tenna 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 IDPR 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 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. Special Terms and Conditions.** 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.

Attachment B
Concession Premises
Location Description and Map

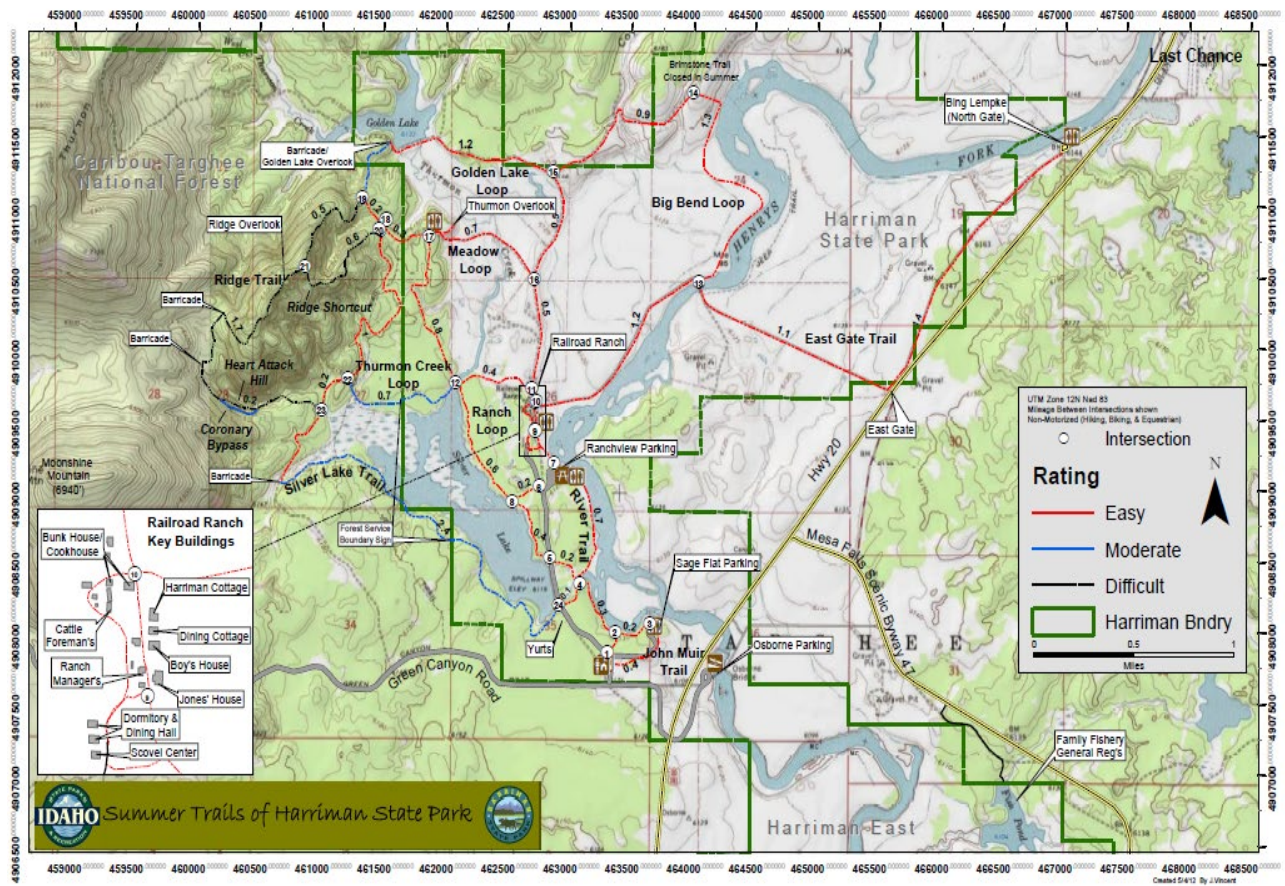
PARK: Harriman State Park.

LOCATION DESCRIPTION: The concession premises, and approved trails, are located almost entirely within Harriman State Park of Idaho. A few of the intermediate trails leave the park and travel through US Forest Service property. All buildings, corrals, pasture, and parking are within the park. The concession will be based out of the Horse Concession Barn located just west of the Ranch View parking lot. The building is wood-sided, and has two main rooms: one for meeting guests and doing business, the other for storage and tack. A wooden, pole-type corral system is attached to the west side of the building and extends north. It can accommodate 30+ horses. Parking for guests is located within the Ranch View parking lot.

The approved Horse Pasture is located approximately a half mile north of the Horse Concession Barn. It consists of 163 acres, entirely fenced (drop down wire type). A fenced horse run connects the Horse Concession Barn to the pasture area. This horse run is used to take horses out to pasture overnight once the day's rides are completed, and then to bring the horses back from pasture to the Horse Concession Barn at the start of each day.

MAP: See attached below.

1. Harriman State Park Map



Attachment C Special Terms and Conditions

1. -REQUIRED SERVICES AND FACILITIES

The Premises shall be used by the Concessionaire only to provide the required and options services described herein.

The Concessionaire shall offer the following services:

- 1.1 Guided Horseback Riding Services. (Trails to be approved by park manager)
- 1.2 A safe educational, affordable and memorable experience with horses and wagons at Harriman State Park for Idaho visitors.
- 1.3 Rides to focus on photography, birding, wildlife viewing, Ranch history, and geology.
- 1.4 Specialty rides; livestock and wranglers to accommodate the filming of movies, documentaries, and commercials.
- 1.5 Hay and wagon rides.
- 1.6 Assist with hosting media familiarization trips to maximize promotion of the park.
- 1.7 Elk bugling and viewing tours.

2. OPTIONAL SERVICES:

Additional services may be provided by the Concessionaire only upon approval of IDPR as given by written amendment to this Agreement. Such approval may be obtained by the Concessionaire through application in writing to the Park Manager. Concessionaire has first right to provide these optional services. However, if Concessionaire does not choose to provide any of the optional services within one (1) year of the effective date of this Agreement, or at *any* time chooses to discontinue offering any of the optional services, another concessionaire may be given permission to perform such services on a case-by-case basis as approved by the Park Manager.

- 2.1 Dutch oven meals, trail meals, or equivalent;
- 2.2 Sale of souvenirs, memorabilia, foods, foods, or beverages designed to enhance the visitor experience, excepting the sale of beverages in glass bottle, which is prohibited;
- 2.3 Corporate outings.

3. OPERATIONS:

In addition to Page 1, REQUIRED DATES OF OPERATION and Section 3, OPERATIONS, of Attachment A, the following shall apply:

- 3.1 From May 15 through October 31 each year: Concession premises must be open, and staffed seven (7) days per week, 9 AM to 5 PM, and will include all holidays. From May 1-15 and November 1-30, concession operations must be open, and available for daily reservations.
- 3.2 The Concessionaire shall obtain emergency medical care for any member of the public who is in need thereof because of illness or injury occurring during concession operations. The Concessionaire shall cooperate fully with IDPR and law enforcement offices in the investigation if any accidental injury or death occurring on or from the concession premises, including a prompt report thereof to IDPR.

4. PREMISES.

In addition to Section 4, Attachment A, the following shall apply:

- 4.1 The Concession's actual operations shall be limited to the area described as the "Horse Concession Barn", incorporated by reference into this Agreement, and to the Park trails that are designated annually by IDPR within the Park for use by the Concessionaire, hereafter referred to as "Authorized Trails." The Authorized Trails are not included in the Premises but Concessionaire is granted permission to utilize Authorized Trails subject to the condition and understanding that the Concessionaire holds no exclusive right of use of the Authorized Trails and Concessionaire's use of Authorized Trails will not interfere with the use of the same by others.
- 4.2 Authorized Trails and areas of specific resource concerns are subject to annual review and may be changed in the sole discretion of IDPR. Authorized Trails and areas of specific resource concerns will be designated by IDPR at the twice-annual meetings described in Section 14 of this Attachment C.
- 4.3 The Concessionaire will be responsible for providing necessary monthly maintenance of Authorized Trails used by the Concessionaire in order to mitigate adverse impacts resulting from the operation of the Concession. Determination of adverse impacts to Authorized Trails rests in the sole discretion of IDPR.
- 4.4 The Concessionaire will maintain authorized trails to U.S. Forest Service Trail Maintenance Level 2 standards, with the exception of trail maps/signage. Signage will remain the responsibility of IDPR.
- 4.5 Authorized trails will be maintained for near-primitive experience level. Maintenance activities to be performed include but are not limited to tread maintenance, limited brushing, logging out, slash removal and stump repair, and maintenance of drainage structures. Tread will be maintained for public safety. Logs or similar rustic structures may be provided at stream crossings, and will be drainage functional and not likely to fail.
- 4.6 Condition surveys will be made by IDPR at least once every year to check for resource and trail damage. Unsafe conditions will be assessed by IDPR and repaired to original condition within 30 days by the Concessionaire.
- 4.7 In the event of adverse weather, or other adverse operating conditions, the Park Manager may permit Concessionaire to close the basic facilities and services at any time during the term of this Agreement. However, nothing herein shall excuse Concessionaire from payment of the fees based upon the Gross Receipts collected to the time of such closure.

5. RENT/ RENTAL:

Notwithstanding Page 1 RENT and Section 7 RENTAL of Attachment A:

- 5.1 The Concessionaire will provide the concession services only to Park visitors who have paid the day use fee. It will be the responsibility of the Concessionaire to inform their clients that they must pay the Park's day use fee at either the Visitor Center or park entrance self-pay station, and that Concessionaire is not authorized to collect said fee for the Park.
- 5.2 Notwithstanding any other provision contained herein, IDPR shall have the right to collect use fees from Park visitors in the amount determined by the Park Board for public use of the facilities provided at Harriman State Park of Idaho.

- 5.3 Payment shall be made to the order of the Idaho Dept. of Parks and Recreation and delivered to the park manager of Harriman State Park of Idaho, 3489 Green Canyon Rd, Island Park, ID 83429.

6. HORSES, PASTURE, AND GRAZING:

Concessionaire will have available approximately one hundred sixty three (163) acres of pasture provided by IDPR for the purpose of horse grazing during each Operating Season ("Horse Pasture"). Additionally, adjacent to the Sheep Barn, approximately ten (10) acres of pasture are available for Concessionaire wrangle horses ("Wrangle Pasture").

- 6.1 Concessionaire may bring onto Park property no more livestock than is necessary to the operation of the Concession. The Concessionaire may not exceed a maximum of thirty-five (35) horses at any given time within the pastures provided by IDPR.
- 6.2 The Concessionaire must adhere to established pasture rotation schedule as determined by IDPR for assigned pasture. No grazing is permitted on National Forest lands.
- 6.3 Maintenance, repair and upkeep of all fences required for the control of Concessionaire horses are the responsibility of the Concessionaire. The maintenance of horse fencing must be to the satisfaction of IDPR. The Horse Pasture as well as fence maintenance must be briefly shared with a cattle-grazing lessee for short periods in June and September/October.
- 6.4 Turn-in and Turn-out: In any given year, horses are not permitted on the Park more than seven (7) days prior to the established opening date of the Concession, and horses must be removed within five (5) days after the established closing date of the Concession. Exceptions are to be approved in writing by the Park Manager.
- 6.5 The Concessionaire will notify IDPR forty-eight (48) hours in advance of when stock will be arriving at the Park so that IDPR can verify the premises are in acceptable condition.
- 6.6 Concessionaire will maintain proper care of their stock, Veterinarian checks and generally accepted standards of hoof care, worming, wound treatment, and nutrition will be adhered to at all times. Any horse observed with obvious health problems must be removed from the Park within eight (8) hours.
- 6.7 The Concessionaire will be responsible for providing security for all horses and equipment on Park property.
- 6.8 Horses are not permitted to remain unattended in areas other than designated pastures or holding facilities.
- 6.9 Concessionaire shall not allow Concessionaire's livestock to graze or run at-large over any lands of IDPR other than the Horse Pasture or Wrangle Pasture.
- 6.10 The grazing privileges granted herein are personal to Concessionaire and granted solely for use in conjunction with the provision of the required and optional concession services described herein, and Concessionaire shall not sublease, assign, or otherwise authorize any

other person to graze or run livestock over IDPR's lands.

- 6.11 Manure left within the Railroad Ranch Historic Site (See Attachment Map inset labeled "Railroad Ranch"), by loose stock, must be immediately removed by Concessionaire.
- 6.12 Vehicles of the Concessionaire and its employees may not travel beyond the Scovel Parking lot or Ranchview Parking lot at any time.
- 6.13 The Concessionaire is responsible for the safety of the public in conjunction with the horses at all times.

7. GRAZING MANAGEMENT PLAN

Concessionaire will provide, and comply with a Grazing Management Plan. Their plan shall be submitted to the park manager in writing before Livestock can be brought on to property. This plan cannot exceed 53 AUMs. If grazing management concerns arise during the course of this Agreement, the Park Manager and the Concessionaire will discuss such concerns during the annual meeting and, if necessary, rewrite the grazing management plan to address such concerns.

- 7.1 Capacity. Concessionaire shall not graze more than the number of Head/AUMs specified, or the number of Head/AUMs established at the annual meeting. IDPR may require a specific counting at the time of ingress to the Premises or at some time during the grazing period.
- 7.2 Animal Unit Month (AUM). Shall mean; The amount of forage necessary to feed one (1) cow or one (1) cow with one (1) calf under six (6) months of age or one (1) bull for one (1) month. One (1) horse is considered one and one-half (1.5) AUM.
- 7.3 Adjustment. IDPR reserves the right to adjust the number of animal units and the time period to be grazed, after an annual review, either for the purpose of correcting adverse effects on the Premises or as may be necessary to more fully utilize the available resources.
- 7.4 Control of Livestock. Concessionaire shall keep livestock confined to the Premises. Concessionaire shall check livestock and inspect the Premises at least five (5) times per week to ensure all fences, gates, corrals, structures, and facilities are in good working order and to ensure that no livestock are outside the Premises. Livestock found outside shall be removed by the Concessionaire as soon as practical, but in no case longer than two (2) hours regardless of the time of day or night. No IDPR staff will participate in wrangling, corralling or regaining control of loose horses. This will be the sole responsibility of the Concessionaire.
- 7.5 Livestock Removal upon Overgrazing. IDPR reserves the right to have the livestock removed from some or all of the Premises within seventy-two (72) hours of written notice (3 days) if IDPR determines the area is being overgrazed.
- 7.6 Grazing Management Practice in Grizzly Bear Habitat. Grazing lands made available on Harriman State Park of Idaho have been identified by the State of Idaho Yellowstone Grizzly Bear Management Plan as lands adjacent to the grizzly bear Primary Conservation Area (PCA). This area is described as

"lands outside the (PCA) where the habitat is of value to grizzly bears and where the population is likely to expand, primarily on contiguous public lands." Where grizzly bear occupancy occurs outside the PCA, or is anticipated and is acceptable (as defined in State grizzly bear management plans and Federal Land Management Plans), minimization of bear/human conflicts will receive high management priority. Management direction will accommodate and incorporate grizzly bear needs with other land use practices, as possible. Concessionaire's full cooperation in meeting grizzly bear management goals and objectives of the State of Idaho Yellowstone Grizzly Bear Management Plan is a condition of this Concession Agreement. The following measures will be taken on Harriman State Park of Idaho:

- 7.6.1 Temporary cessation or modification of permitted livestock grazing activities may be required to resolve human-livestock-grizzly bear conflict situations.
- 7.6.2 Livestock carcasses will be disposed of within twelve (12) hours after they are discovered. Disposal may include removing the carcass from the area or burying at least four (4) feet underground.
- 7.6.3. Human foods, refuses, and prepared livestock or pet foods associated with the livestock operation will be made unavailable to grizzly bear through proper storage, handling, and disposal. Proper storage includes:
 - (1) Inside a bear-proof container,
 - (2) Suspended at least ten (10) feet clear of the ground at its lowest point and at least four (4) feet horizontally from adjacent posts or trees,
 - (3) Inside a hard-sided vehicle or trailer, or
 - (4) Other methods approved by the Park Manager. The exception is when the food is being eaten or prepared for eating, or when food and similar organic matter is being transported.
- 7.6.4. Grazing of food-producing sites important to the grizzly bear may be restricted. These sites will be identified by the Park Manager.
- 7.6.5. Livestock depredation believed to be associated with bears will be reported within twenty-four (24) hours to the Park Manager.
- 7.6.6. Any observation of grizzly bear or grizzly bear signs will be reported to the Park Manager as soon as practical.
- 7.6.7. Any action taken by the Lessee or his agent that violates the Endangered Species Act will be grounds for immediate cancellation of the lease.
- 7.6.8. Unusable human foods, garbage, or other refuse will be carried off the property as often as practical.

8. IMPROVEMENTS:

In addition to Section 11, IMPROVEMENTS, of Attachment A, Concessionaire agrees to maintain all improvements in their existing condition at the commencement of the Agreement term, subject to

normal wear and tear, including but not limited to all buildings, facilities, utilities, fencing, corrals, ditches, and equipment; and shall provide for security and protection during the entire Agreement period when occupied by Concessionaire.

- 8.1 Damage. Concessionaire shall be responsible for all damages to the Premises or improvements thereon that are directly attributable to the Concessionaire or its employees during the term of this Agreement.
- 8.2 Property Destruction & Damages: All damages caused by Concessionaire, including by Concessionaire's livestock and vehicles, to fences, gates, corrals, structures, and facilities on Harriman State Park of Idaho shall be fixed or replaced by Concessionaire at Concessionaire's sole expense. IDPR shall not provide any equipment, supplies or man power to fix any damages caused by the Concessionaire. All repairs must be made to the satisfaction of the Park Manager. well as any unsafe practices occurring thereon, and work with IDPR to correct that practice or condition.
- 8.3 Safety. It is the Concessionaire's responsibility to keep the concession premises safe. The Concessionaire shall immediately notify IDPR of any unsafe condition of the Premises, as well as any unsafe practices occurring thereon, and work with IDPR to correct that practice or condition.
- 8.4 Security. The Concessionaire shall be responsible for all security and surveillance of the Premises. The Concessionaire may install at its own expense any legal device or equipment designed for the purpose of protecting the Premises from theft, burglary or vandalism provided that prior, written approval is obtained from IDPR.

9. INSURANCE:

In addition to Section 12, INSURANCE, of Attachment A, the following shall apply:

A copy of all Required Certificates of Insurance, or certified endorsements shall be provided to the Park Manager each year by May 1 and/or before opening for business. Every three (3) years, the liability insurance coverage shall be reviewed by Risk Management and IDPR and may result in an increase in coverage.

10. LICENSES, PERMITS, AND PLANS:

In addition to Section 21, Attachment A, the following shall apply:

- All license, permits and certificates shall be acquired by May 1 of each year, or before opening for business, and/or guiding trips. Copies shall be kept on file, at the Premises, and available for inspection.

- Concessionaire, and-its required employees designated as lead guides on each ride, **must be licensed with the Idaho Outfitters and Guides Licensing Board.** All Concessionaire employees must also abide by guidelines of the Idaho Outfitters and Guides Licensing Board. Concessionaire must provide IDPR with proof of above licensure, prior to conducting guided horseback rides each operating season.
- Concessionaire, and its employees, must be **currently certified in First Aid and CPR.** The Concessionaire must provide IOPR with proof of above certification prior to conducting guided horseback rides each operating season.
- The Concessionaire must obtain a **current Special Use Permit from the Caribou-Targhee National Forest** for use of forest trails within Harriman Wildlife Refuge, and pay all applicable fees and charges for their use to the USFS. The Concessionaire must provide IDPR proof of the current Special Use Permit.
- The Caribou-Targhee National Forest and Harriman State Park Special Use Permit for Trail Management, and Caribou-Targhee National Forest Special Use Permit for Horseback Rides within the Harriman Wildlife Refuge are incorporated herein by reference and made a part of the terms and requirements of this Agreement.

11. BONDING:

Concessionaire is required to be bonded to the State of Idaho for the benefit of the person or persons employing the licensee and in a form approved by the Idaho Outfitters and Guides Licensing Board in the sum of ten thousand dollars (\$10,000.00), as stated in Idaho Code § 36- 2108. To ensure continuing and faithful performance of this Agreement, the Concessionaire must include IDPR as a rider on this bond, or must secure a separate bond, which names IDPR. The Concessionaire must provide IDPR with a current copy of said bond.

12. UTILITIES AND MAINTENANCE:

Notwithstanding Section 23, UTILITIES, of Attachment A:

The CONCESSIONAIRE shall be responsible for, and bear all costs of, all services, utilities, and the maintenance of the concession premises.

13. PROPERTY TAX:

In addition to Section 25 TAXES of Attachment A; Concessionaire shall pay annual Fremont County taxes levied against Harriman State Park, for exactly 190 acres. Concessionaire shall pay such taxes directly to Fremont County. Final payments will be due following the operating season or before December 15 at the annual meeting, or as otherwise required by Fremont County. The Park Manager will inform the Concessionaire before December 15, of what amount is owed for taxes.

14. ENFORCEMENT:

The Park Manager of Harriman State Park of Idaho has authority to enforce this agreement on behalf of IDPR and may authorize other IDPR employees to help administer this agreement.

15. ANNUAL MEETINGS:

Notwithstanding Section 28 of Attachment A, IDPR and Concessionaire shall meet twice annually; prior to and upon completion of the operating season. During such twice-annual meetings IDPR and Concessionaire shall agree upon an annual operating plan for the following year that establishes methods of operation, seasons, and maintenance of corrals and fences, and charges to be paid by the Concessionaire including, but not limited to, charges such as taxes, assessments, utilities, additional grazing fees, and with the purpose of optimizing the efforts of the Concessionaire and their staff in providing certain services to park visitors and supporting the mission of the park and IDPR.

16. ENVIRONMENTAL, SAFETY, AND SANITARY REQUIREMENTS:

- 16.1** No Hazardous Materials. Concessionaire will neither commit nor permit the use, placement, transport, or disposal of any hazardous waste, including, but not limited to, petroleum products, such as oil, gasoline, or any other substance that is or is suspected to be a hazardous substance or material on the Premises except the customary use associated with weed and pest control, machinery, equipment, and vehicles. Concessionaire shall be responsible, and shall pay all costs for the removal or other appropriate remedial action regarding any hazardous waste, substances, or materials which Concessionaire may have caused to be introduced on the Premises. Any such remediation or removal or storage must be conducted in accordance with applicable federal, state, or local law, regulation, rule, or ordinance, including, where, applicable, a consent order for remediation with the Idaho Department of Environmental Quality.
- 16.2** Fire and Safety Regulations. Concessionaire shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances for fire protection and prevention. Concessionaire agrees to keep the Premises free from fire hazards as determined by IDPR. Concessionaire is prohibited from burning garbage or household trash and any burning on the land, including the burning of wood, weeds, or other debris requires the prior written permission of IDPR.
- 16.3** Sanitary Requirements. Concessionaire shall not dispose of sewage except in conformity with applicable federal, state, and local law, rules, and regulations pertinent to Concessionaire's use and shall dispose of sewage on the Premises only if specifically authorized by IDPR. The Concessionaire shall not store trash on the Premises nor transport trash, garbage, litter, or debris onto the Premises. Concessionaire shall dispose of all trash, garbage, and carcasses in conformity with all legal requirements. Carcasses shall not be disposed of on the Premises or upon any other property of Harriman State Park of Idaho. Concessionaire is responsible for all costs associated with sewage, garbage, and litter disposal.
- 16.4** Noxious Weeds. The Concessionaire shall cooperate with IDPR or any other agency authorized to

undertake programs for control or eradication of noxious weeds. Concessionaire shall take measures to control noxious weeds on the Premises in accordance with Title 22, Chapter 24, Idaho Code, except those resulting from activities beyond the Concessionaire's control. Costs for control of noxious weeds on the Premises shall be the responsibility of the Concessionaire, unless otherwise provided for in the Special Terms and Conditions. The Concessionaire shall ensure that prior to moving onto the Premises that all equipment is free of noxious weeds and their seeds as defined by the Idaho Department of Agriculture and local Coordinated Weed Management Area. Cleaning of contaminated equipment and vehicles shall not take place on the Premises or any other state park land. All straw and forage used for livestock feed, with the exception of that grown on the Premises, must be certified in accordance with the Idaho Department of Agriculture Forage and Straw Certification Rules (IDAPA 02.06.31) and must be certified as Idaho State Noxious Weed Free.

17. SIGNS:

In addition to Section 19, SIGNS AND ADVERTISING, of Attachment. A, the following applies: IDPR may place its own signs within the Premises, provided that said signs do not interfere with the reasonable business activities of the Concessionaire.

18. NOTICES:

Notwithstanding, Section 37, NOTICES, of Attachment A, notice can also be given and delivered by e-mail, with copies kept for verification, and Notices to IDPR can also be addressed to Harriman state Park and the Park Manager.

19. WATER RIGHTS:

Use of existing water rights held by IDPR shall be in accordance with the approval and directions of the Park Manager.

20. RECORD KEEPING:

In addition to Section 8 RECORD KEEPING in Attachment A; the CONCESSIONAIRE shall provide to the Harriman State Park of Idaho Park Manager, a sworn or verified annual profit and loss statement. The annual financial statement shall be submitted by May 1 of each year.

Attachment D

Gross Receipts Reporting Form

Date: _____

Concession Number: 26-001-HAR-LCA-2035

Park: Harriman State 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 **over \$10k** (from above) \$

F. Idaho Department of Parks and Recreation Share Line E x 7 % = \$

SEND THIS AMOUNT \$

Attach check or money order and mail to:

Idaho Dept. of Parks and Recreation

Address

Address

City, Idaho

Zip code

IDPR Only

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

*contact OPS for #

OPS to ACCOUNTING: cc: Park Manager

Attachment E
Activity Reporting for Previous Year's Season – 20____-20____

Concessionaire Name:				(expiration date:)	
	Trip Date	Total # of Clients	Type of Activity	Equipment Used / Sales Items	Gross Receipts
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					
* Make additional page copies as necessary or attach Concession documentation				Total Revenue	

Attach check and present to:

Idaho Department of Parks and Recreation, Harriman State Park
3489 Green Canyon Road, Island Park, ID 83429

USFS Trail Maintenance and Construction Standards

Below is a link to access the United States Forest Service trail maintenance standards, which the Concessionaire will have to abide by when performing monthly maintenance monitoring and repair work on trails used for Horseback Rides.

https://www.fs.usda.gov/sites/default/files/fs_media/fs_document/trail-maintenance-notebook.pdf