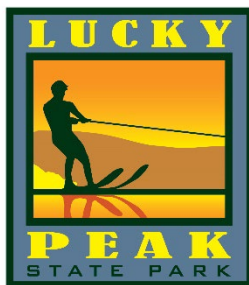


REQUEST FOR PROPOSAL
FOR THE DEVELOPMENT OF MARINA SERVICES
AT
LUCKY PEAK STATE PARK



Idaho Department of Parks and Recreation
Lucky Peak State Park
Marina Services Concession

Issue Date: **February 12, 2025**



Idaho Department of Parks and Recreation
Lucky Peak State Park
Marina Facilities

REQUEST FOR PROPOSAL

INTRODUCTION

The Idaho Department of Parks and Recreation (IDPR) is interested in providing to its visitors a recreation opportunity arising from the development and management of marina services, located on Lucky Peak State Park in Southwest Idaho. IDPR seeks proposals from entities and individuals interested in entering a business relationship for the development, maintenance, and operation of a marina facility. This includes development of the current retail area, providing refreshments and other retail items for sale, and providing rental of powered and non-powered watercraft and associate equipment. 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. The concession is located on lands leased from the United States Army Corps of Engineers (USACE). Any concession contract is subject to the USACE'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 Lucky Peak Reservoir and Lucky Peak State Park by seeking a willing and capable concessionaire.

In responding to this RFP, each Respondent must address all proposal requirements identified in the RFP. The Proposal Format/Requirements section provides a format to fully describe the opportunities and amenities to be developed and provided, the respective roles of IDPR and the selected Respondents in accomplishing such development, compensation to be made to IDPR, and the qualifications of the Respondent for the project. All concessionaires at Lucky Peak State Park, including the one sought through this RFP, will be subject to the terms and conditions of the lease between IDPR and USACE. The USACE lease is provided as part of the attached State of Idaho, Department of Parks and Recreation Large Concession Agreement.

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 marina services, not to exceed five (5) years.

ABOUT THE PARK

Lucky Peak State Park is located eight miles Southeast of Boise and consists of three distinct units: Discovery, Sandy Point, and Spring Shores Marina. Discovery is an eight-acre park located along the Boise River. It has three group use shelters, non-motorized boat access to the river, an off-leash dog area, and ample opportunities for wildlife viewing. Sandy Point is a 30-acre park located at the base of Lucky Peak Dam. It has a pond that is very popular for wading, swimming, and non-motorized boating (inflatable craft only). It also has a concession that rents stand up paddleboards and sells shaved ice. Spring Shores Marina is located eight miles upriver from Sandy Point and is home to a 308-slip public marina. It has two public boat ramps, a pump out station, and boat fuel sales. A concessionaire will operate a general store and rent motorized and nonmotorized watercraft and recreational equipment.

Park Attributes

Acreage

235

Facilities

Marine Pump Out Stations, Flush Toilets, Showers, Day Use Area, Boat Ramps, Handling Docks, Patio Area. Campsites are located throughout adjacent areas outside of the park.

Activities

Educational Programs, Water Sport Rental Equipment, Biking, Wildlife Viewing, Fishing, Boating, Swimming, Waterskiing, Sailing, Wake Surfing, Non-Motorized Boating, Wake Boarding, and other Water Sports.

Season

Primary Use Season: May through September

Winter Season: December through March

Marketing focus

Water Sports Enthusiasts, Anglers, Wildlife Viewers, Picnickers, Campers from adjacent areas.

Staffing

(5) Full-time Personnel

Services

Number of Park Entrances	3
Land Acres	235
Group Shelters	4
Visitor Center	No
Day Use	3
Type of Water Resource	Lake
Swim Area	3
Marina/Boat Docks	1
Slips at Marina/Boat Docks	308

In-Park Boat Rentals	No
Boat Ramp in or near Campground	2
Limit on Size/Type of Boats/Motors	None
Commonly Caught Fish	Trout, Perch, Smallmouth Bass, Kokanee
Type of Trails	Easy, paved along marina, Sandy Point Pond, Greenbelt at Sandy Point and Discovery
Paved Trails	3 trails
Sports Equipment	Horseshoes, Volleyball Court, Water Sports (SUP, Kayaks), PFDs
Firewood	No
In-Park Ice	No
Public Phones	0
Nearest Gas Station	Boise
Nearest Food Store	Boise
Nearest Laundry	Boise
Nearest ATM	Boise

Park Office Hours: 8:00-7:00 pm, (as staffing permits)

Entrance Station Hours: 8:00-6:30 pm, (as staffing permits)

Water Shut-Off Date: October

Topography: Relatively flat

Historic Features of Park: Lucky Peak Reservoir was created by the United States Army Corps of Engineers in 1955. There were a few small settlements in the area prior to reservoir construction.

Additional Notes: Approximately 1/3 of the entire population of Idaho (660,000) is within 40 miles of Lucky Peak State Park.

DESCRIPTION OF CONCESSION AREA

Suitability of the proposed marina concession area will be determined by considering existing use patterns, the currently available facility, and expressed public desire. It is the responsibility of the proposal Respondent to be knowledgeable of the advantages and disadvantages of the proposed site. Parking and temporary moorage of equipment is limited to designated areas for the concession operation.

MINIMUM SERVICES REQUIRED

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

- A rental program for motorized and nonmotorized watercraft.
- A resale/merchandise program which provides park visitors with recreational gear, food and beverage items, ice, sundries, and other items desired by outdoor recreationists.
- Create and maintain safe access throughout the concession area for all customers.

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 five (5) years in business activities that involve providing products or services to the public.
2. A verifiable work history of no less than two (2) years in overseeing or directing, at the general manager or owner level, a business which provides products or services to the public.
3. A verifiable work history of no less than five (5) years of providing outdoor recreation associated services.

TERMS AND CONDITIONS OF CONTRACT

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

A Respondent may form partnerships and offer joint proposals, but the concession lease must be with one entity or individual that takes comprehensive responsibility for the concession. All existing and anticipated partnerships and cooperative agreements must be identified as such in the proposal. Additionally, if the partnership or cooperative agreement intends to create a new business entity with overall responsibility for the concession, the proposal must designate the “primary” partnership entity to be evaluated for meeting the minimum qualifications, and for providing the financial and credit reporting requested on page 10. The lessee entity must be registered and in good standing with the Idaho Secretary of State.

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

- Concessionaire must assume all day-to-day maintenance costs and utility costs associated with operation of the concession area. The Park/Department will be responsible for solid waste (garbage) removal, providing electrical power, and providing drinking water.
- The Respondent must also propose a system of financial compensation to IDPR that includes a percentage of Respondent’s gross revenue from the operations and any other compensation deemed appropriate. Rents can also include base payments or other types of consideration that benefit the park or program operations. It is the responsibility of the Respondent to make this proposal. The Respondent may suggest that a portion of this compensation take the form of major maintenance work, new facilities development that would become the property of IDPR, or permanent services intended to offset the Park’s budget costs. Proposals that do not include a realistic plan for compensation to IDPR will not be considered. A proposal that increases compensation to IDPR as gross revenue increases will be ranked higher.
- If the Respondent proposes to sell alcohol on the premises this must be stated in the proposal, including the types of alcohol and manner of sale (i.e. with food, or retail sale). Any proposal that includes the sale or provision of alcohol must be expressly considered and approved by the Idaho Park and Recreation Board (IDPR Board).
- Mobilization and demobilization related to each season of operation must not disrupt park operations, including group or special events, or other concession operations within the park.
- Industrial and manufacturing enterprises are prohibited. Storage of solid waste, toxic or hazardous materials is prohibited on the premises except as needed for the operation of the facilities.

- The lessee must not be in violation or breach of any other contract with the State of Idaho. Respondents must disclose and explain all prior violations or breaches, whether cured or not cured, as set for in the Contracts with the State of Idaho section, below.

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

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

See the attached 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 USACE with proof of insurance before commencing operations under any concession agreement.

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

PRE-PROPOSAL CONFERENCE AND TOUR OF FACILITIES

A non-mandatory pre-proposal conference will be held at the Spring Shores Unit of Lucky Peak State Park on February 27, 2025, at 2:00pm (MT). This will be an opportunity to ask questions of IDPR staff. All parties interested are invited to participate by attending the conference. Those choosing to participate must pre-register by contacting the RFP Lead either by phone or email. Parties interested are asked to register by February 24, 2025, at 3:00 pm (MT). 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 five (5) 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. Utilization of the existing building as an outdoor recreation-based business benefiting both park and area recreationists.
2. Operation of the retail store providing personal, food, and beverage items, souvenirs, and appropriate rental equipment that may be needed or utilized by park visitors or area recreationists.
3. Rentals of powered and non-powered watercraft.
4. Compatibility of overall operations with park operations.
5. Operating plan which addresses all aspects of the proposed concession, including staffing levels, hours of operation, engineering or safety compliance for all temporary structures, marketing strategy to achieve desired usage levels, measures to be taken to ensure customer satisfaction, actions to ensure access under the Americans with Disabilities Act, and a projected budget which includes anticipated costs and revenue for the first three (3) 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 Boise, Idaho area a more attractive destination for travelers?
2. Enhance Lucky Peak 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.

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

Key Personnel and Qualifications

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

Subcontractors

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

Proposed Financial Arrangements

Provide projected income and cash flow statements for three (3) 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.....February 12, 2025
- 2. Pre-Proposal Conference Registration..... February 24, 2025
- 2. Pre-Proposal Conference..... February 27, 2025
- 3. Deadline for submitting proposal..... March 14, 2025
- 4. Review of Proposals by Evaluation Committee..... March 17, 2025
- 5. Potential submission to IDPR Board for approval..... Spring 2025

It is the intention of IDPR to enter into a concession lease for the operation of the concession area beginning with the 2025 summer season of operation. The actual timing may depend upon required approvals, the desires and needs of the concessionaire, the nature of the proposal accepted, the time frame required to prepare the facility and operation, and the time frame necessary for final approval by the IDPR Board and USACE. 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. Lucky Peak State Park Maps
- 2. Lucky Peak State Park CY2018-CY2023 Visitation, and FY2020-FY2024 Revenue
- 3. State of Idaho, Department of Parks and Recreation Large Concession Agreement
- 4. Department of the Army Lease # DACW68-1-00-35

SUBMISSION INFORMATION

Proposals may be submitted manually or electronically. The Proposals must be addressed to the RFP Lead and clearly marked “LUCKY PEAK STATE PARK MARINA SERVICES CONCESSION PROPOSAL.” All responses to this RFP are to be received no later than 3:00 p.m. (MT) on March 14, 2025. Please direct questions and responses to this RFP to the following RFP Lead:

Surat Nicol, Park Manager
Lucky Peak State Park
74 Arrowrock Rd
Boise, ID 83611
Phone: 208-515-6266

**LUCKY PEAK STATE PARK
FY2020– FY2024 REVENUE**

Idaho Department of Parks and Recreation
Lucky Peak Revenue by Calendar Year and Account

Revenue Account Row Labels	Year					Grand Total
	2020	2021	2022	2023	2024 (Sept)	
CASH DRAWER OVER/SHORT	928	(588)	(144)	241	379	815
DAY USE FEES	1,000	3,248	4,497	5,385	4,200	18,330
FIREWOOD PRODUCTS	9					9
MARINA GAS	184,298	113,667	161,076	194,349	113,199	766,589
MODIFICATION FEE		9	10		10	29
MOORAGE	2,007	1,683	486	613	372	5,161
MOORAGE-MARINA SLIP/DOCK	151,675	170,847	184,306	216,983	230,327	954,138
MVEF-ANNUAL	147				20	167
MVEF-DAILY	138,170	132,685	132,626	108,083	114,239	625,803
NSF CHECKS	(59,554)	(35,683)	(572)	(11,580)	11,566	(95,822)
PARK DONATIONS	84	1,049	531	3,188	2,845	7,697
REFUNDABLE CLEANING/DAMAGE DEPOSIT			416			416
RESALE ITEMS	107			8	28	144
SPECIAL EVENT FEES	1,236	1,920	5,693	5,335	9,521	23,704
VENDOR FEES, BOAT			5,800			5,800
SPECIAL PERMIT & REGISTRATION FEES		250				250
INTEREST	412	118	386	537	5,031	6,483
CONCESSION LEASES	68,505	43,086	28,710	20,696	37,683	198,680
NON-GOVT GRANTS/AWARDS	1,660					1,660
TOURS					161	161
INSURANCE SETTLEMENT	6,753					6,753
Grand Total	497,436	432,292	523,820	543,838	529,581	2,526,967

Lucky Peak State Park - Spring Shores Marina
CY2018 - CY2023 Visitation

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Resident Day Use:	276,479	176,166	421,381	273,970	290,557	206,921
Non-Resident Day Use:	5,642	33,555	8,600	5,591	5,930	4,223
Total Day Use:	282,121	209,721	429,981	279,561	296,487	211,144
% Change:		-25.7%	105.0%	-35.0%	6.1%	-28.8%
5 Year Average Change:	4.33%					

Lucky Peak State Park - Sandy Point
CY2018 - CY2023 Visitation

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Resident Day Use:	176,334	176,166	299,799	272,499	195,088	141,595
Non-Resident Day Use:	33,587	33,555	57,105	51,905	37,160	26,971
Total Day Use:	209,921	209,721	356,904	324,404	232,248	168,566
% Change:		-0.1%	70.2%	-9.1%	-28.4%	-27.4%
5 Year Average Change:	1.03%					

Lucky Peak State Park - Discovery Park
CY2018 - CY2023 Visitation

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Resident Day Use:	217,025	221,073	254,269	219,271	221,700	197,006
Non-Resident Day Use:	41,338	42,109	48,432	14,603	42,229	37,525
Total Day Use:	258,363	263,182	302,701	233,874	263,929	234,531
% Change:		1.9%	15.0%	-22.7%	12.9%	-11.1%
5 Year Average Change:	-0.83%					



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: Lucky Peak 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
ATTACHMENT C – SPECIAL TERMS AND CONDITIONS
ATTACHMENT D – GROSS RECEIPTS REPORTING FORM
ATTACHMENT E – DEPARTMENT OF THE ARMY
LEASE # DACW68-1-00-35

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

2. **Authority.** IDPR is authorized by Idaho Code §§ 67-4204, 67-4210, and 67-4223(7) to grant concessions to proper and desirable parties to provide places of refreshment or to provide recreational facilities within state parks. IDAPA 26.01.20.650 provides that no “person, firm, or corporation may operate any concession, business, or enterprise within lands administered by the department without written permission or permit from the [Idaho Park and Recreation Board].”
3. **Operations.** Concessionaire shall provide the required facilities and services each year of the Agreement during the dates specified on the data page.
 - 3.1 Concessionaire is encouraged to be open for service before and after the required dates to better serve Park visitors, provided, that concession operations occurring outside the dates specified on the data page require approval of the Park Manager. IDPR reserves the right to require changes in the dates and times of required and optional services to ensure adequate service to the public and avoid conflict with other authorized uses occurring within the Park. Concessionaire shall provide IDPR with an operation schedule indicating times of operation.
 - 3.2 The Park Manager may require the temporary cessation or other changes in Concessionaire’s operations when, in the Park Manager’s discretion, such changes are necessary to protect Park resources, to protect the health, safety, and welfare of Park visitors, to avoid conflict with other authorized uses occurring with the Park, or in the event of adverse weather conditions.
 - 3.3 Concessionaire, its employees and representatives shall conduct themselves in such a manner as to promote a positive image for the concession business, the Park, and IDPR.
 - 3.4 Concessionaire shall keep the Premises in a clean and sanitary condition at all times.
4. **Premises.** Concessionaire’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 Park that are outside the Premises; whether or not those concession services and facilities are similar to those operated by Concessionaire, provided, that in the event IDPR determines to grant concession privileges in those portions of the Park that are outside the Premises and similar to those required services and facilities identified in Attachment C, *Special Terms and Conditions*, then Concessionaire shall have the right of first refusal for any such concession agreement offered by IDPR under such terms and conditions as IDPR may then prescribe.

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

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

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

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

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

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

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

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

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

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

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

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

7.3 Definition of Gross Receipts. Gross receipts, as used in this Agreement, shall include all monies and anything else of value received by Concessionaire from the sale, rental, or provision of goods, services, or facilities, or from any other business whatsoever conducted by Concessionaire on the Premises, whether such goods, services and activities are required by this Agreement or optional, excepting an allowance of deductions for sales or excise taxes imposed by any governmental entity and collected by Concessionaire.

- 8. Record-Keeping.** Concessionaire shall keep true and accurate books and records showing all of its business transactions in separate records of account for the concession in a manner acceptable to IDPR. IDPR shall have the right to examine daily sales records kept on the Premises. IDPR shall have the right to examine all other books and records, including but not limited to inventory records and certified State of Idaho Sales Tax Return Records, provided that IDPR shall treat such records as confidential and not divulge them to third parties except in the event of litigation. IDPR shall examine books and records only upon reasonable notice and only at such times as will not unreasonably interfere with Concessionaire's operation of the concession. IDPR further shall have the right to examine all such books and records at any time within two (2) years of termination or expiration of this Agreement, or until such time that a final audit is concluded as to Concessionaire's business under this Agreement, whichever event occurs first.
- 8.1** Concessionaire shall install and maintain inventory, bookkeeping, and accounting methods, and methods of collection of monies, which shall permit IDPR to accurately compute the gross revenue of Concessionaire.
- 8.2** Concessionaire shall install and maintain such cash register equipment as will provide a continuous registering tape and show sales breakdown as to major categories of items sold. Concessionaire shall also maintain at its own expense a sales journal, cash disbursement journal, and general ledger.
- 9. Quality of Goods and Services.** Concessionaire shall engage in best business practices and strive to provide high-quality goods and services. All food items and food service, if any, provided by Concessionaire shall comply with the Rules of the Idaho Department of Health and Welfare governing Food Safety and Sanitation Standards for Food Establishments as enforced by the applicable municipal government or District Health Department. Copies of all permits, licenses and inspection reports issued by a municipal government or District Health Department shall be made available to the Park Manager. IDPR shall have the right to prohibit the sale of any item or to order the improvement of any service or equipment not satisfying the above requirements.
- 9.1** The Concessionaire shall serve the public courteously and efficiently. All services should serve to enhance IDPR's mission of improving the quality of life through outdoor recreation and resource stewardship. The Concessionaire shall cooperate with Park staff in providing interpretative service to the public and in promoting the Park and its programs. The Concessionaire shall present a positive image of the Park and provide accurate information of the Park and its programs. These requirements also apply to any employee, agent, or representative of the Concessionaire.
- 9.2** The Concessionaire shall not employ or retain in its services, or permit to remain upon the Concession Premises, any person declared by IDPR to be unfit for such employment or

otherwise objectionable. The Concessionaire and its employees are expected to maintain high standards of grooming and cleanliness, to the satisfaction of IDPR.

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

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

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

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

agreed to in writing by IDPR prior to construction or modification, Concessionaire shall be responsible for all costs associated with the construction, alteration, or modification of improvements.

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

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

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

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

12.2 All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due the State.

12.3 If any of the liability insurance required for this Agreement is arranged on a "claims-made" basis, "tail coverage" will be required at the completion or termination of this Agreement for a duration of twenty-four (24) months thereafter.

12.4 By requiring insurance herein, IDPR does not represent that coverage and limits will necessarily be adequate to protect the Concessionaire, and such coverage and limits shall not be deemed as a limitation on the Concessionaire's liability under the indemnities granted to the state.

12.5 Concessionaire shall maintain insurance in amounts not less than the following:

12.5.1 Commercial General Liability (CGL) with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be \$2,000,000 each occurrence, and \$2,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the CGL is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.

12.5.2 Automobile Liability, including owned, non-owned, and hired liability with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 aggregate. Any vehicle with seating for twelve (12) or more people must have a limit of not less than \$3,000,000 each occurrence and \$3,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, provided the Auto is listed on the underlying insurance in the umbrella or excess policy, and the umbrella or excess policy meets the requirements above for acceptable carriers.

12.5.3 Workers Compensation Insurance in amounts as required by Idaho law, and Employer's Liability with a limit of \$1,000,000 Bodily Injury by Accident-each accident, \$1,000,000 Bodily Injury by Disease-each employee, \$1,000,000 Bodily Injury by Disease-policy limit.

12.5.4 Business property insurance covering all improvements, fixtures, and personal property of Concessionaire upon the 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 IDPR and the State of Idaho, its officers, agents, and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits whatsoever caused by or arising out of Concessionaire's negligent or wrongful performance, acts, or omissions under this Agreement or Concessionaire's failure to comply with any state or federal statute, law, regulation or rule.

- 13.1 Upon receipt of IDPR's tender of indemnity and defense, Concessionaire shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for IDPR, to begin fulfilling its obligation to indemnify, defend, and save harmless IDPR. Concessionaire's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of IDPR under this Agreement. However, if it is determined by a final judgment that IDPR's negligent act or omission is the sole proximate cause of a suit or claim, IDPR shall not be entitled to indemnification from Concessionaire with respect to such suit or claim, and IDPR, in its discretion, may reimburse Concessionaire for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to section 13.2.
- 13.2 Any legal defense provided by Concessionaire to IDPR under this section must be free of any conflicts of interest, even if retention of separate legal counsel for IDPR is necessary. Any attorney appointed to represent IDPR must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).

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

14.1 Concessionaire shall advise the person or entity proposing to enter into a transaction described above that IDPR must be notified and the proposed transaction is subject to review and approval by IDPR. Concessionaire shall request in writing IDPR's approval of the proposed transaction and shall promptly provide IDPR all relevant documents related to the transaction, including all information necessary for IDPR to evaluate the fitness and ability of the prospective Concessionaire to carry out the terms of this Agreement in a manner satisfactory to IDPR.

- 14.2** IDPR in exercising its discretionary authority herein shall, among other matters, take into consideration the management qualifications of any individual or entity that would obtain an interest in facilities or services authorized hereunder, the experience of any such individual or entity with similar operations, and the ability of any such individual or entity to operate the concession authorized hereunder in the public interest under the regulation of IDPR.
- 14.3** For the purposes of this section, the term “controlling interest” in Concessionaire’s ownership shall mean, in the instance where Concessionaire is a corporation or limited liability company, an interest beneficial or otherwise of sufficient outstanding voting securities or capital of Concessionaire so as to permit exercise of substantial managerial influence over the operations of the Concessionaire. In the instance of a partnership, limited partnership, joint venture, or individual entrepreneurship, any beneficial ownership of the capital assets of Concessionaire sufficient to permit substantial managerial influence over the operations of Concessionaire shall constitute a controlling interest for purposes of this Agreement.
- 14.4** No mortgage shall be executed and no bonds or other evidence of interest in, or indebtedness upon the assets or proposed assets of Concessionaire, including this Agreement, shall be issued except for the purpose of installing, enlarging, or improving facilities and equipment for the accommodation of the public upon the Premises and then only with prior written consent from IDPR. In the event of default on such mortgage, encumbrance or other indebtedness or of other assignment or transfer, the creditor or any assignee thereof shall succeed to the interest of Concessionaire in such assets, if any, but shall not thereby acquire any operating right or privilege in or to the operation of the concession, or the Premises, pursuant to this Agreement, without the express prior written consent of IDPR, and any improvements so acquired shall remain subject to the terms of sections 16.2 and 16.3 herein. .
- 14.5** In the event that approved improvements are financed by any outside investors, Concessionaire shall disclose the identity of said investors to IDPR.
- 14.6** In the event that IDPR shall approve assignment of this Agreement to any other person or entity, Concessionaire shall pay to IDPR an amount equivalent to ten percent (10%) of the assignment price, minus the amount paid by the assignee for any buildings, improvements, appurtenances, and fixtures owned by Concessionaire existing upon the Premises.
- 14.7** Concessionaire shall not sublease any portion of the Premises, including Concessionaire-owned improvements or facilities thereon, to any other person or entity.

15. Termination for Breach.

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

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

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

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

15.4 Notice of Termination. Agreement or rule violations which have not been cured within thirty (30) days of receipt of the notice of violation shall subject the Agreement to termination. Notice of termination shall be in writing and shall be effective upon service.

15.5 Administrative Fees. Prior to the termination, Concessionaire may elect to pay the Department's administrative costs associated with enforcing the terms of this Agreement, and the IDPR may agree to accept payment of such costs in lieu of termination for each day that such violation went uncorrected over and beyond the thirty day grace period provided in section 15.3 of this Agreement. IDPR and Concessionaire agree that such administrative

costs are fixed at fifty dollars (\$50) for each day that the violation goes uncorrected, up to a maximum of one thousand, five hundred dollars (\$1,500).

15.6 Immediate Termination; No Opportunity to Cure. IDWR shall not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if IDWR, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis.

15.7 Reinstatement. Not later than thirty (30) days following the termination of this Agreement for cause, the Concessionaire may submit to the IDPR a written request for reinstatement setting forth good cause why the Agreement should be reinstated. At the Director's discretion, the Agreement may be reinstated upon the payment of a reinstatement fee of four hundred dollars (\$400), and upon such other terms and conditions as the Director deems appropriate.

15.8 Termination by Concessionaire. Concessionaire may terminate this Agreement at any time by giving one year written notice to IDPR of its intent to terminate.

16. Concessionaire's Obligations and Rights Upon Termination or Expiration. At the expiration or early termination of this Agreement, Concessionaire shall, within thirty (30) days thereafter, remove from the Premises or otherwise dispose of in a manner satisfactory to IDPR all personal property belonging to Concessionaire, and restore the Premises to as good a condition as the same were in at the date of this Agreement. If removal and restoration is not completed within thirty (30) days after termination, IDPR may, at its election, perform the work and bill Concessionaire for the costs thereof. Concessionaire shall pay such bill within thirty (30) days of receipt.

16.1 Payment of Rent Due. Upon termination, the annual rent for the year in which termination occurs (i.e., the specified percentage of gross receipts received up to the date of termination), as well as any unpaid annual rent from previous years, shall be considered at once due and payable by Concessionaire without notice by IDPR. Concessionaire's obligation to pay all rent due under this Agreement shall survive termination or expiration of this Agreement until all rent is paid in full.

16.2 Improvements and Fixtures. Unless agreed otherwise in writing prior to construction of improvements by Concessionaire, upon expiration of this Agreement or early termination of this Agreement for cause, all improvements and fixtures constructed or installed by Concessionaire during the term of this Agreement shall be considered the property of IDPR, with no further compensation due to Concessionaire, regardless of whether IDPR intends to continue similar business operations upon the Premises or offer an opportunity to a successor concessionaire to operate a similar business upon the Premises.

- 16.3 Option to Require Removal.** At IDPR's option, Concessionaire shall, upon the expiration or termination of this Agreement, be required to remove from the Premises or otherwise dispose of in a manner satisfactory to IDPR, those improvements and fixtures constructed or installed by Concessionaire that are not acceptable to IDPR. If IDPR elects to require Concessionaire to remove any improvements or fixtures, Concessionaire shall do so and restore the Premises to as good a condition as the same were in at the date of this Agreement. If removal and restoration is not completed within thirty (30) days after termination, IDPR may, at its election, perform the work and bill Concessionaire for the costs thereof. Concessionaire shall pay such bill within thirty (30) days of receipt.
- 16.4 Bankruptcy.** If, upon bankruptcy or insolvency of Concessionaire, IDPR does not elect to terminate this Agreement pursuant to Section 15.1.1, any use, assignment, or disposition of buildings, improvements, appurtenances, and fixtures existing upon the Premises by a trustee or receiver shall be subject to the terms of this Agreement.
- 16.5 Going Concern. Blue Sky, Business Values.** Concessionaire waives any claim that it is entitled to compensation for going concern, good will, blue sky, business values, trade name, or other intangible property upon expiration or termination of this Agreement, regardless of whether IDPR intends to continue similar business operations upon the Premises or offer an opportunity to a successor concessionaire to operate a similar business upon the Premises.
- 17. Repair and Maintenance Fund.** Concessionaire shall maintain a repair and maintenance fund into which one percent (1%) of Concessionaire's annual gross revenue shall be deposited. This fund shall remain Concessionaire's property, shall be accounted for separately from Concessionaire's other funds, and may only be spent with the consent and approval of IDPR, and will be accessible to IDPR on demand in the event Concessionaire fails to maintain the Premises as specified in this Agreement.
- 18. Equipment.** Except as otherwise specified in the Special Term and Conditions, Concessionaire at its own expense shall provide the Premises with all equipment necessary for the services required under this Agreement. The quality and maintenance of such equipment shall comply with all applicable laws and regulations, including but not limited to the rules of the Idaho Department of Health and Welfare governing Food Safety and Sanitation Standards for Food Establishments.
- 19. Signs and Advertising.** Concessionaire shall not erect any sign on the Premises or in the vicinity thereof, without obtaining the prior written approval of IDPR. No signs advertising alcohol or containing brand names are to be displayed on the exterior of any building, or displayed in such a manner as to be visible from outside such building, without the prior written approval of IDPR.

- 20. Business Name.** Any assumed or fictional business name used by Concessionaire in conjunction with its concession operations upon the Premises shall be subject to the approval of IDPR.
- 21. Licenses and Permits.** 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, IDPR shall not be responsible for improvement of the water supply beyond that quantity and quality existing as of the date of this Agreement, and IDPR shall not be liable for any damages due to the failure in the supply of water. IDPR shall give reasonable notice to Concessionaire of any temporary discontinuance of the water supply due to repair or maintenance.
- 23.2 Trash Service.** IDPR will haul normal concession-generated garbage during regularly scheduled maintenance runs if it is properly bagged and placed in trash 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 travel across Park property on a route approved by IDPR to get to and from the Premises in order to keep the Premises open during regularly scheduled business hours.
- 25. Taxes.** Concessionaire shall pay all lawfully-levied taxes on personal property and improvements belonging to Concessionaire located on the Premises. 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 of the Concession. The Concessionaire and IDPR shall work diligently to protect the said names and marks in all their forms. The Concessionaire is authorized to make exclusive use of these names and marks for commercial purposes, i.e., logoed merchandise, 'official energy bar of...' type partnerships, etc., in conjunction with ongoing operation of approved activities as contained in the Concession Agreement, and with written approval by IDPR, for development of products. Nothing in this section precludes the State of Idaho from the use of the names and logos for non-commercial purposes or for the production of pins or other memorabilia for State of Idaho activities. Upon termination of this Concession Agreement, domain names developed in connection with the operation of the Concession shall be available on the basis of first right of refusal for purchase by IDPR from the Concessionaire for the total amount of one dollar (\$1.00) for each domain name. Names and logos shall be available on the basis of first right of refusal for purchase by IDPR for their cost of development, but not more than \$1,000 each.
- 28. Concession Performance Review:** A performance review shall be conducted every year during the term of this contract to determine the Concessionaire's compliance with this Agreement and to evaluate performance. During these reviews, visitor services and corresponding fees charged by the Concessionaire shall be reviewed and be subject to approval of IDPR. Revenue (e.g. rent) paid to IDPR shall also be reviewed, and such fees may be adjusted up or down by mutual agreement of both contracting parties.

- 29. IDPR Consent.** Whenever any action by Concessionaire requires IDPR's consent pursuant to a provision in this Agreement, IDPR's consent to such action shall be strictly construed to apply to the specific action to which such consent applied and not to imply consent to any similar or subsequent actions by Concessionaire or waiver of any rights provided to IDPR by this Agreement. Consent of IDPR to any action of Concessionaire must be explicit; no provision in this Agreement shall be construed to allow consent by omission.
- 30. Complete Statement of Terms.** No other understanding, whether oral or written, whether made prior to or contemporaneously with this Agreement, shall be deemed to enlarge, limit, or otherwise affect the operation of this Agreement. All rights of Concessionaire and the legal relations of IDPR and Concessionaire are defined herein and no rights not specifically identified herein are intended.
- 31. Modification.** Notwithstanding any of the provisions hereof; the parties hereinafter, by mutual consent, may agree to written modifications or additions to this Agreement, subject to approval of the Idaho Park and Recreation Board. No modification, release, discharge, change, or waiver of any provision hereof shall be of any force, effect, or value unless it is in writing and signed by both parties to this Agreement. IDPR shall have the right to grant reasonable extensions of time to Concessionaire for any purpose, or for performance of any obligation of Concessionaire hereunder.
- 32. Severability.** If any term or provision of this Agreement is declared invalid or becomes inoperative for any reason, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be continued and enforced as if the invalid term or provision were not contained in this Agreement.
- 33. Officials, Agents, and Employees of IDPR Not Liable.** It is agreed by and between the Parties that in no event shall any official, officer, employee, or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Agreement, express or implied, nor for any statement, representation, or warranty made in or in any way connected with this Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho and IDPR.
- 34. Terms Binding Upon Successor.** All the terms, covenants, and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assignees of the parties hereto. The provisions of this Section shall not be deemed as a waiver of any of the conditions against assignment set forth above.

35. Non-Discrimination. Concessionaire and its employees shall not discriminate against any person because of race, gender, color, ancestry, national origin, or disability by refusing to furnish such person any accommodation, facilities, services, or privileges offered to or enjoyed by the general public. Nor shall Concessionaire or its employees publicize the accommodations, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability or the patronage of any person because of race, gender, religion, color, ancestry, national origin or disability.

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

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

36. Time of the Essence. Time is expressly declared to be of the essence in this Agreement.

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

38. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Idaho.

39. Force Majeure. IDPR is not liable any delay or inability of Concessionaire to provide the services and operate the facilities specified in this agreement when such delay or inability is occasioned by unforeseeable causes beyond the control and without the fault or negligence of IDPR, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantines, restrictions, strikes, freight embargoes, or unusually severe weather, war, or escalation of hostilities.

- 40. Special Terms and Conditions.** Attachment A sets forth the general terms and conditions applicable to all concessionaires. Attachment C sets for the Special Terms and Conditions applicable to the signatory Concessionaire. In the event of any conflict between the General Terms and Conditions in Attachment A, and the Special Terms and Conditions in Attachment C, the Special Terms and Conditions are deemed to be controlling.
- 41. Terms and Conditions for Concession Located on State Park Lands Leased from United States.** The concession is located on state park lands leased from the United States, Army Corps of Engineers (collectively the “United States”) and Concessionaire is obligated to abide by and satisfy the following terms and conditions.
- 41.1 Federal Approval.** This Agreement is subject to the approval of the United States, and may be terminated by the United States for the cause.
- 41.2 No Federal Obligation.** In the event of the expiration or termination of IDPR’s lease with the United States, this Agreement shall terminate. Absent agreement with the United States, the Concessionaire shall remove all fixed assets and personal property from the Premises. No financial obligation or risk will reside in the United States for reimbursement for fixed assets and personal property removed pursuant to this provision.
- 41.3 No Interference with Project Purposes.** This Agreement is subject to the rights of the United States and its agents to use the Concession Premises as necessary to fulfill the purposes for which the United States set the lands and reservoir aside.
- 41.3 Annual Operation Plan.** Concessionaire shall prepare and submit to IDPR and the United States an annual operations and maintenance plan.
- 41.4 Annual Reviews.** The United States will conduct an annual review and evaluation of concession operations, and may conduct unplanned reviews as necessary. Concessionaire shall correct any operational or administrative deficiencies identified during such reviews.
- 41.5 Advertising and Signs.** The logo or name of the applicable United States agency, along with the logo or name of IDPR, will be displayed at all concession entrances used by the public. Outdoor signs or adverting on federal lands must be approved by the United States before being displayed.
- 41.6 Insurance.** After commencement of this Agreement, Concessionaire, unless self-insured, shall obtain from a reputable insurance company contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from

the operations of Concessionaire under the terms of this Agreement. Concessionaire must require its insurance company to furnish a copy of the policy or policies to the District Engineer for the Army Corps of Engineer's Walla Walla District or, if acceptable to the District Engineer, Concessionaire may provide certificates of insurance evidencing Concessionaire's purchase of the insurance required by this provision.

41.6.1 The insurance policy or policies purchased by Concessionaire must specifically provide protection appropriate for the types of facilities, services, and products involved; and must provide that the District Engineer be given thirty (30) days' notice of any cancellation or change in such insurance.

41.6.2 The District Engineer may require closure of any or all of the Premises during any period for which Concessionaire does not have required insurance coverage.

41.7 Employment of United States Employees and Family Members. Employees or family members of the applicable agency of the United States may not be owners, partners, board members, corporate officers, general managers, or employees of the Concessionaire, nor may they have any financial interest in the Concessionaire's company.

41.8 Minimum Wage. Concessionaire shall comply with the requirements of Executive Order No. 14026 (April 27, 2021, as may be amended, or modified pursuant top judicial order), and all related regulations of the U.S. Department of Labor, requiring that Concessionaire's employees be paid the minimum wage published by the Secretary of Laor, excepting those employees involved exclusively in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. Provided further, that employees connected with the provision of lodging or food services relating to the provision of such seasonal recreational services shall be paid the above-described minimum wage. See <https://www.dol.gov/agencies/whd/government-contracts/eo14026>

41.9 Sick Leave. Concessionaire shall comply with the requirements of Executive Order 13706 (Sept. 2015, as may be amended), and all related regulations of the U.S. Department of Labor, requiring that Concessionaire provide qualified employees up to seven days of paid sick leave annually, including paid leave allowing for family care. See <https://www.dol.gov/agencies/whd/government-contracts/sick-leave>

41.10 Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 C.F.R. part 10, or has testified or is about to testify in any such proceeding.

42.11 Disputes concerning labor standards. Disputes related to the application of any Executive Order applicable to this Agreement shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. part 10. Disputes within the meaning of this Agreement clause include disputes between Concessionaire (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

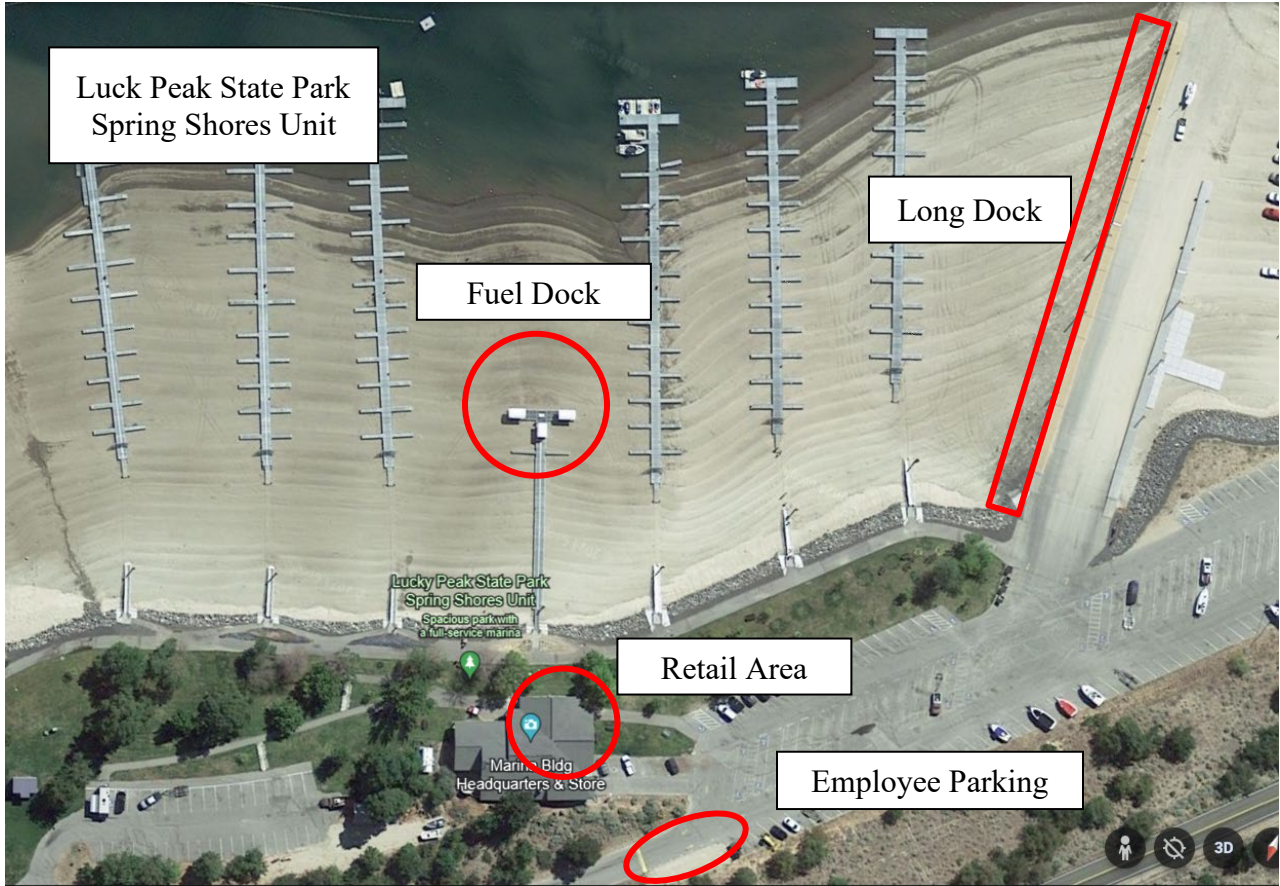
42.12 Notice. Concessionaire must notify all worker performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, Concessionaire may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the Fair Labor Standards Act (FLSA), Concessionaire must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees.

[Remainder of this page is intentionally left blank.]

Attachment B

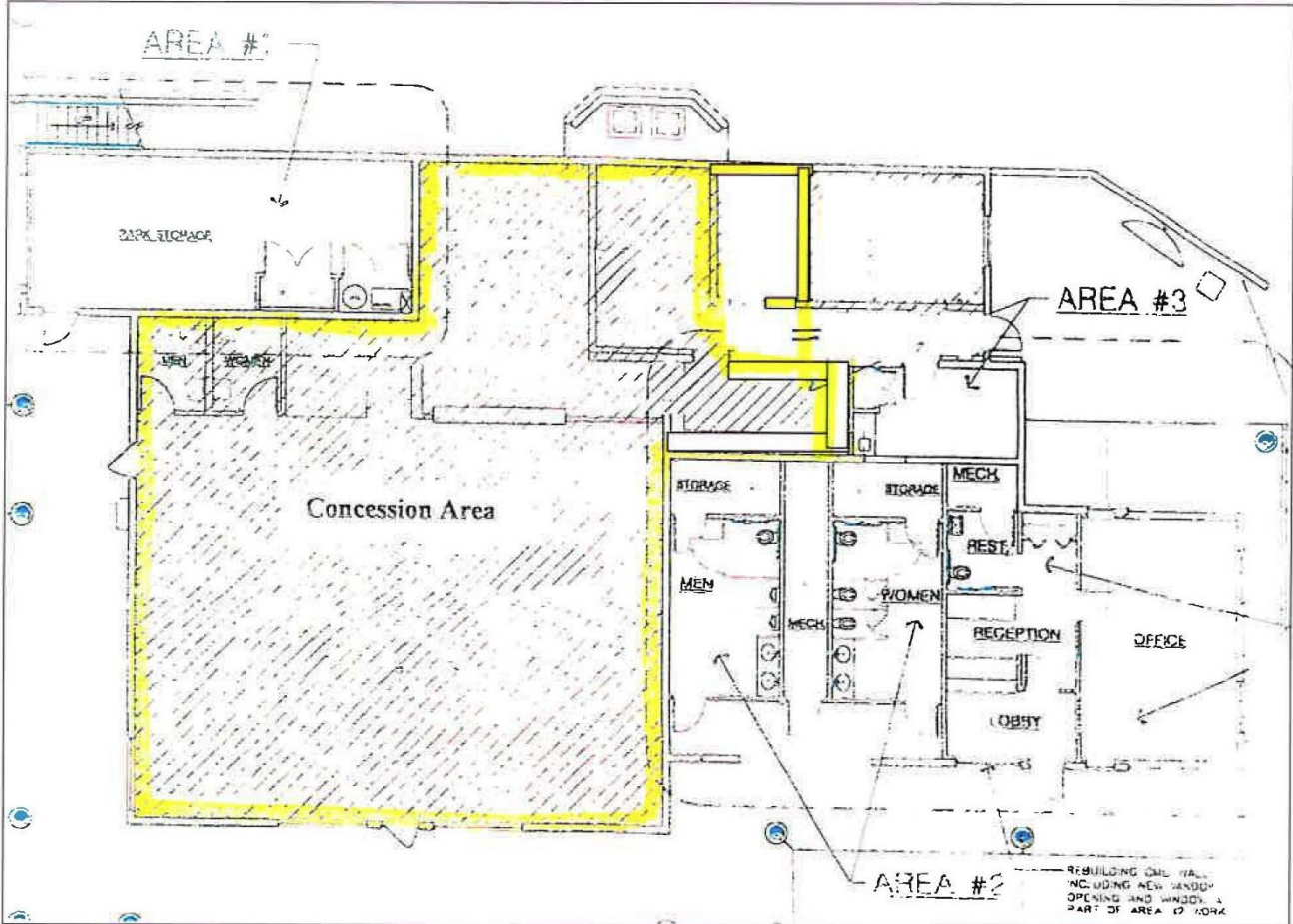
Concession Premises/Map

The Premises is located at the Spring Shores Unit of Lucky Peak State Park, in the NE ¼ of the SE ¼ of Section 16, Township # North, Range 4 East, Boise Meridian, Ada County, ID. The Premises includes Concessionaire's use of indoor space, docks at IDPR's marina for the mooring of Concessionaire's motorized rental equipment, and parking areas only as specified on the following maps and diagrams.



Attachment B Concession Premises/Map

1. Map of Park with concession location and areas accessed identified:
2. Loft area above the kitchen within the concession area is to be shared between the Concessionaire and IDPR.



Attachment C Special Terms and Conditions

A. Required Services and Facilities:

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

B. Optional Services and Facilities: **[Indicate N/A or list allowed optional services and facilities, activities or special events, if applicable. Delete all the examples (1, 2, and 3) if nothing applies.]**

1. Motor Vehicle Entrance Fees will apply to all motorized vehicles. This includes automobiles, trucks, motorhomes, snowmobiles, ATVs, UTVs, SOHVs and motorbikes. This fee applies to the Concessionaire and any customers or clients.
2. Weather conditions, availability of IDPR or Park staff, or equipment may limit or prevent year-round access to the Premises.
3. ******

C. Alcohol Sales: **[Choose 1 or 2, as follows, and delete the other]**

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

D. Payment for Utilities: **[Indicate N/A, or list utilities provided by Park. An example follows. Delete 1 if no utilities are provided.]**

1. Utilities for the Concession Building will be paid by the Park.

- E. IDPR manages Lucky Peak State Park under the terms and conditions set forth in Department of the Army Lease # DACW68-1-00-35 ("Master Lease") between the U.S. Army Corps of Engineers and IDPR, see Attachment D. This Concession Agreement is subject to all provisions of the Master Lease, as may be renewed or amended during the term of this Concession Agreement.
1. In the event the Master Lease is renewed or amended, IDPR will provide Concessionaire with a copy of the renewed or amended Master Lease within fourteen (14) days of the execution of the renewal or amendment.
 2. Notwithstanding the term listed on the Data Page, in the event the Master Lease is terminated, this Concession Agreement will also terminate as of the date of termination of the Master Lease.
 3. In case of any conflict between the instruments, the Master Lease will control this Concession Agreement.
 4. This Concession Agreement will not be effective until the activities described herein have been approved by the U.S. Department of Army's District Engineer.

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

Attachment D Gross Receipts Reporting Form

Date: _____

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

SSN or Tax ID # _____ Date From: _____ Date To: _____

Attach a Copy of W-9 form

A. Income

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

B. Total Gross Income - add amounts from lines A(2) - A(7) \$ _____

C. Sales and Excise Taxes \$ _____

D. Net Income - subtract amount on line C from amount on line B \$ _____

E. Total Gross Income **over \$10k** (from above) \$ _____

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

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

No. ***
 Concessionaire's Name



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
201 NORTH THIRD AVENUE
WALLA WALLA WA 99362-1876

September 3, 2008

Real Estate Division

Subject: Idaho Department of Parks and Recreation, Amendment Number 1 to
Department of the Army Lease No. DACW68-1-00-35, Lucky Peak Lake Project

Mr. Robert L. Meinen
Director, Idaho Parks and Recreation
9725 E. Highway 21
Boise, Idaho 83716

Dear Mr. Meinen:

Enclosed for your records is a fully executed copy of Amendment 1 to the subject lease. This amendment extends the term of the original lease from September 17, 2025, to September 17, 2033. It also adds Site-Specific condition 36.c. and includes Tract "A1" onto page one of the lease and into Exhibit E. We recommend that you maintain this copy with your original lease document.

Please refer to the tracking number DACW68-1-00-35 in any correspondence with our office. If you have any questions, you may contact me by calling 509-527-7326 or by e-mailing me at David.J.Morbach@usace.army.mil.

Sincerely

David J. Morbach
Realty Specialist


HERRES/RE


SHAMPINE/RE


MORBACH/tp


IM-SM

RE

Enclosure

Copy Furnished:
CENWW-OD-T (Mettler) (e-mail) ✓
CENWW-OD-LP (Dunning) (e-mail) ✓

Cover e-mailed 9/4/08

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AMENDMENT NO. 1
DEPARTMENT OF THE ARMY LEASE NO. DACW68-1-00-35
TO STATES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
SPRING SHORES AND SANDY POINT
LUCKY PEAK LAKE
Ada County and Boise County, Idaho
Tracts A, A1, A-6, B117, B118

WHEREAS, Department of the Army Lease No. DACW68-1-00-35, was made on behalf of the United States and the Secretary of the Army and the Idaho Department of Parks and Recreation for public park and recreation purposes; and

WHEREAS, the existing term of the lease expires on 17 September 2025; and

WHEREAS, the grantee has requested an extension the term of the lease to 17 September 2033; and

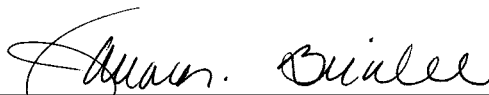
WHEREAS, the requested extension of the lease will not conflict, interfere with, or adversely affect the operation of the Lucky Peak Lake project for its authorized primary purposes.

NOW, THEREFORE, said Lease No. DACW68-1-00-35 is hereby modified in the following particulars, but in no other:

1. The term of the lease is extended for an additional period ending on 17 September 2033.
2. Site-specific condition 36. c. is added to read: "Except as authorized herein, the Lessee shall not engage in any construction, alteration, demolition, or ground disturbing activities on the premises, unless such activities have been reviewed and approved by the District Engineer in accordance with the requirements of the National Historic Preservation Act of 1966 (16 USC 470, et seq.). The Lessee shall be responsible for all costs, and any actions directed or required by the District Engineer, which are associated with the National Historic Preservation Act review process, or other applicable law."
3. Tract "A1" is added to the Tract descriptions on page one of the lease and portions thereof are included as part of Exhibit E, Environmental Baseline Study.

In all other respects, the covenants, provisions, and conditions of said lease shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 3 day of September 2008.



JANA L. BRINLEE
Chief, Real Estate Division
Walla Walla District Corps of Engineers

This amended instrument with all the conditions thereof is hereby accepted this 28 day of August 2008.



ROBERT L. MEINEN,
Director, Idaho Parks and Recreation

September 18, 2000

Real Estate Division

Ms. Yvonne S. Ferrell, Director
Idaho Department of Parks and Recreation
5657 Warm Springs Avenue
Boise, Idaho 83712-8752

Dear Ms. Ferrell:

Enclosed for your records is a fully executed copy of Department of the Army Lease No. DACW68-1-00-35, which replaces DACW68-1-90-6 and is a new public park and recreation lease for Spring Shores and Sandy Point on Lucky Peak Lake project lands. The lease term is for 25 years commencing September 18, 2000, and ending September 17, 2025.

We appreciate your interest in providing this recreation opportunity to the public and if you have any future questions, please contact me at 509-527-7328 or by e-mail at Jana.L.Brinlee@usace.army.mil.




Sincerely,






Jana L. Brinlee
Realty Specialist



Enclosure

 Copies Furnished (w/encl)
 CENWW-OD-LP (Brownell)
 CENWW-OD-TN (Sutlick)


HERRES/RE

SAYAI/RE
BRINLEE/sj

MI-SM
RE

004.PDF

NO. DACW68-1-00-35

**DEPARTMENT OF THE ARMY
LEASE TO STATES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
SPRING SHORES AND SANDY POINT
LUCKY PEAK LAKE
Ada County and Boise County, Idaho
Tracts A, A6, B117, B118**

THIS LEASE is made on behalf of the United States and the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **IDAHO DEPARTMENT OF PARKS AND RECREATION**, hereinafter referred to as the Lessee,

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **Exhibit A and Exhibit B**, attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of twenty-five (25) years, beginning upon execution by the government.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee to Idaho Department of Parks and Recreation, 5657 Warm Springs Boulevard, Boise, Idaho 83712-8752; and if to the United States, to the District Engineer, ATTN: Chief, Real Estate Division, Department of the Army, Walla Walla District, Corps of Engineers, 201 North Third, Walla Walla, Washington 99362-1876; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army," "District Engineer," "said officer" or "Lessor" shall include their duly authorized representatives. Any reference to "Lessee" shall include sublessees, assignees, transferees, concessionaires, and its duly authorized representatives.

5. DEVELOPMENT PLANS

a. The Lessee shall be guided by an implementing Plan of Recreation Development and Management (Development Plan) attached as **Exhibit C** which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sublessees. The Lessee shall provide a copy of any amendment to the Development Plan before proceeding to implement any changes in the development or management of the leased premises. The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer.

b. During the term of the lease, the District Engineer will notify the Lessee of any updates to the existing project Master Plan affecting the premises and the Lessee may provide comments.

6. STRUCTURES AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the premises as may be necessary to

furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition **17. RESTORATION.**

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disabilities Act, as required in the Condition **18. NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

b. As of the date of this lease, an inventory and condition report of all personal property and improvements of the United States included in this lease shall be made by the District Engineer and the Lessee to reflect the condition of said property and said improvements. A copy of said report is attached hereto as **Exhibit D** and made a part hereof. Upon the expiration, revocation, or termination of this lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or destroyed. Any such property must be either replaced or restored to the condition required by the Condition **13. PROTECTION OF PROPERTY.**

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition **5. DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the District Engineer. These subleases or agreements shall state: (1) that

they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the District Engineer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sub-lessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the District Engineer, the Lessee shall neither transfer nor assign this lease nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the District Engineer. The Lessee shall provide an annual statement of receipts and expenditures to the District Engineer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The District Engineer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the District Engineer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the District Engineer, or, at the election of the District Engineer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the District Engineer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the District Engineer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies or, if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the District Engineer be given thirty (30) days notice of any cancellation or change in such insurance.

c. The District Engineer may require closure of any or all of the premises during any period for which the sub-lessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property therefrom, and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the District Engineer, said property shall either become the property of the United States without compensation therefore, or the District Engineer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation or termination of this lease in restoring the premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assigns.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the District Engineer.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the District Engineer. This lease may be revoked in the event the Lessee violates any of the terms and conditions and continues and persists in such non-compliance. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the District Engineer in the manner prescribed in the Condition 3. **NOTICES.**

22. HEALTH AND SAFETY

a. The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the District Engineer, upon discovery of any hazardous conditions on the premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected, the District Engineer will have the option to revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises. Specifically prohibited are the use of gambling devices, such as slot machines, video gambling machines, or other casino type devices that would detract from the family atmosphere. District Engineers may allow the sale of state lottery tickets, in accordance with state and local laws and regulations; as long as the sale of tickets constitutes a collateral activity, rather than primary activity, of the Lessee. The Lessee shall not install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the District Engineer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited. Cigarette vending machines will not be permitted, unless in an area prohibited to minors. Over-the-counter cigarette sales remain permissible.

25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the Development Plan described in the Condition 5. **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. § 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to the lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below.

c. (1) A claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to written decision by the District Engineer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that:

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and

(iii) The amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) (i) If the Lessee is an individual, the certificate shall be executed by that individual.

(ii) If the Lessee is not an individual, the certification shall be executed by:

(A) A senior company official in charge at the Lessee's location involved;

or

(B) An officer or general partner of the Lessee having overall responsibility of the conduct of the lessee's affairs.

d. For Lessee claims of \$100,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files as suit as provided in the Act.

f. At the time a claim by the lessee is submitted to the District Engineer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the District Engineer receives the claim, and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal or action arising under the lease, and comply with any decision of the District Engineer.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency,

or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, include swage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from the District Engineer before any pesticides or herbicides are applied to the premises.

28. ENVIRONMENTAL BASELINE STUDY

An Environmental Baseline Study (EBS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon is attached hereto and made a part hereof as **Exhibit E**. Upon expiration, revocation or termination of this lease, another EBS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the District Engineer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition **17. RESTORATION**.

29. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the District Engineer and protect the site and the material from further disturbance until the District Engineer gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the District Engineer, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion

within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the District Engineer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, buildings, vessels or other facilities within the premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the premises for security purposes, if authorized by the District Engineer.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

35. PESTICIDES AND NOXIOUS WEED CONTROL

a. That the use of any pesticides (insecticide, herbicide, fungicide, or rodenticide) on outgranted lands or waters shall be in accordance with all applicable Federal, state, and local laws, rules and regulations. The grantee must obtain approval from said officer before any pesticides or herbicides are applied to the premises. The grantee shall report actual usage of pesticides in the previous year and anticipated usage in the upcoming year, on the Pest Control Plan attached as **Exhibit F** to the Project Resources Management Section and forwarded to the address identified below, not later than January 10 of each year. Usage reports will be reviewed by the District Pesticide Coordinator and shall be considered approved unless grantee is notified otherwise. The form may be reproduced as needed.

b. Grantee shall be responsible for the control of all noxious weeds within the outgranted area, in accordance with all applicable Federal, state, county, and local laws, rules, and regulations. Within seven (7) days after each application or treatment with any approved pesticide, the Grantee shall complete a pesticide application record (NPW Form 178), copy of said application record is attached as **Exhibit G**, and may be reproduced when needed. Said form shall be mailed or delivered to:

Resources Manager
Lucky Peak Project Office
9723 East Hwy 21
Boise, Idaho 83716

36. SITE SPECIFIC CONDITIONS

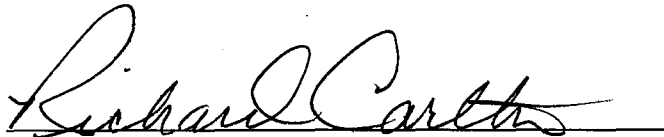
a. Fencing. The Lessee shall maintain the project boundary fence and boundary monuments within the lease area. Monuments found missing shall be reported to the project office.

b. Advertising. No exterior signs containing brand name advertising shall be erected within the leased premises nor shall any sign containing brand name advertising be affixed within any structure so as to be visible from the outside.

37. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat.1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this 18th day of September, 2000.



RICHARD CARLTON
Chief, Real Estate Division
U.S. Army Corps of Engineers
Walla Walla District

THIS LEASE is also executed by the Lessee this 10th day of August, 2000.



YVONNE S. FERRELL
Director
Idaho Department of Parks and Recreation

ACKNOWLEDGMENT

STATE OF Idaho)
)
COUNTY OF Ada) ss

On this 10th day of August, 2000, before me the undersigned Notary Public, personally appeared Yvonne S. Fenell, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Bulah M. Betts
Notary Public

My Commission Expires:

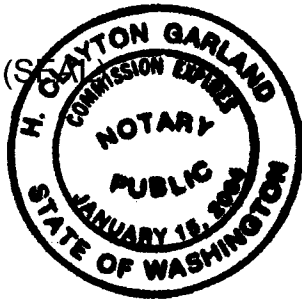
9/19/2000

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF WALLA WALLA)

On this day personally appeared before me Richard Carlton, the same individual who executed the within and foregoing instrument, and acknowledged that he signed the same in the capacity above stated by authority of the Secretary of the Army and for the uses and purposes therein mentioned.

Given under my hand and official seal this 18th day of September 2000.



H. Clayton Garland

Notary Public in and for the State of Washington,
residing at Walla Walla
My commission expires on 15 January 2004

THIS INSTRUMENT PREPARED BY:

Jana L. Brinlee
Jana L. Brinlee, Realty Specialist
U.S. Army Corps of Engineers
201 North Third
Walla Walla, Washington 99362-1876
509-527-7328

REVIEWED FOR LEGAL SUFFICIENCY BY:

James Baker
James Baker, Attorney
509-527-7717