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## **ADDENDUM TO PARK USE PERMIT CONDITIONS FOR CONCESSIONAIRES**

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Version 2, 4/2015

### **CONCESSIONAIRE PERMIT CONDITIONS:**

- The stipulations and requirements outlined in the following sections apply specifically to Concessionaire Permits.
- The conditions outlined in the Park Use Permit Conditions additionally apply to Concessionaire permits.
- Permit specific stipulations may be added to a Permit as a permit addendum.

### **GENERAL:**

1. Insurance: Proof of insurance is required for all Concessionaire Permits.
  - a. A comprehensive general liability insurance policy with a minimum limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate is required naming the "County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively." as additional insured. An endorsement is required. Coverage provided by the endorsement shall be primary. Any other insurance maintained by County of Santa Clara, its officers, agents and employees, shall be excess only and not contributing with insurance provided under said policy. Such insurance policies shall not be canceled or materially changed without thirty (30) days advance written notice to the County of Santa Clara at the address shown above. Permittee shall maintain in full force and effect a policy of Worker's Compensation Insurance covering all of its employees. Permittee shall prevent participation in the event by persons who are not covered by the insurance required hereunder.
  - b. If Permittee is self-insured, Permittee must provide an Affidavit of Self-Insurance to certify that the Permittee is self-insured for General Liability insurance with a minimum of \$1,000,000 per occurrence with a \$2,000,000 aggregate limit. The Affidavit of Self-Insurance shall state that the self-insurance program will apply to any liability in connection with activities to be held in County Parks throughout the term of the permit.

### **OPERATIONS:**

1. Concessionaire activities are restricted to only facilities authorized by permit. Park Staff must approve specific concession site location. The location shall not be changed unless approved by Park Staff.
2. Concessionaire will notify Park Use Coordinator of business hours and will maintain such hours as agreed upon. Hours may be increased to better serve park users.
  - a. Unless otherwise requested and approved, or per park staff determination, Concessionaire must operate during normal park hours (8 am to sunset). Concessionaire will be charged \$80 per hour per required staff member for any unauthorized park entry before 8 am or exit after regular park closure.
3. Any changes in merchandise, services provided, menu selections, or prices must be submitted to the Park Use Coordinator for approval prior to implementation.
4. Concessionaire is required to have one staff member on site that is at least 18 years of age.
5. Concessionaire must have safety equipment available at the activity site. This is to consist of, at a minimum, a first aid kit and cellular phone. A cell phone may not work at all locations in the park. Permittee shall familiarize themselves with the park and the location of emergency phones if needed.

6. Storage of equipment and/or vehicles is not available unless otherwise approved by Park Staff.
7. No improvements or modifications shall be made to park property or facilities without the written permission of the Director of Parks. Permittee will remove unauthorized improvement(s) upon County's demand.
8. Concessionaire is responsible for maintaining the area surrounding the concession site, including monitoring litter in the activity/event area.

**FEES AND CHARGES:**

1. Annual Concessionaire Park Use Permit Fee shall be \$105.
2. Concessionaire agrees to submit payment in the amount of 10% of gross income to the County monthly, along with the Concessionaire Accounts and Records Statement, no later than the 15<sup>th</sup> day of each month.
  - a. The term "gross receipts" shall mean the total of all money, cash receipts or other things of value, including but not limited to: gross charges, sales, rentals, admission, entry or other fees and commissions made or earned by Permittee (including non-refundable deposits), whether collected or accrued from any business use or occupation, or any combination thereof, originating, transacted, or performed in whole or in part, on the Park site. Gross receipts shall exclude sales and use taxes, consumers' excise taxes and other similar taxes currently imposed on the sale of goods and services paid directly to the imposing agency by the Permittee.
  - b. Concessionaire covenants and agrees to deliver to County a true and correct certified statement of all gross income for the preceding calendar month, showing separately the amounts from each food, beverage, merchandise or service, on the Concessionaire Accounts and Records Statement.
    - i. Monthly Accounts and Records Statements should be submitted to the County even if there is "no activity" and no amount due.
  - c. Payment and Accounts and Records Statement must be sent to:

County of Santa Clara  
Parks and Recreation Department  
Attn: Parks Use Coordinator  
298 Garden Hill Drive  
Los Gatos, CA 95032-7669
  - d. A Late Fee of \$25 will be charged for any payment received after the 15<sup>th</sup> day of each month.
  - e. Any check returned by the bank will be charged a \$50 fee in addition to the face value of the dishonored check per County policy.
  - f. The Department has the right to audit any or all such books, records, and accounts for the purpose of verifying the payments required to be paid to the County. If any underpayment is demonstrated by such audit, the Permittee shall pay to the county the full amount of underpayment with interest at the rate of 10% per annum.
  - g. Concessionaire shall maintain and safeguard all books, records, and accounts of every kind or nature kept by the concessionaire relating to the operation under this Permit for three (3) years. The Department has the right to audit any or all such books, records, and accounts for the purpose of verifying payments required to be paid to the County. If any underpayment is demonstrated by such audit, the concessionaire shall pay to the County the full amount of the underpayment with interest at the rate of 10% per annum.