



Bainbridge Island Metropolitan Park & Recreation District
7666 NE High School Road
Bainbridge Island, WA 98110
206.842.2302

CONCESSION PERMIT
AGREEMENT

This Agreement is made and entered into by the Bainbridge Island Metropolitan Park & Recreation District (“District”) and the company or individual named below (“Concessionaire”) which is engaged in offering concession services. The District wishes to retain Concessionaire to provide its services to the general public in District parks (“Park Property”). Concessionaire is bound by this Agreement which includes the attached District Permit (“Permit”) and agrees to the terms and conditions indicated below for providing concession services in District parks.

1. District agrees to allow Concessionaire to operate mobile concessions within the parks listed on the attached Permit and only within the dates and hours stated. Power hook up is not available in these parks.
2. Concessionaire agrees to pay the District a permit fee in the amount of \$_____ per month per mobile unit to operate its concession in the parks specified in the Permit and according to the stipulated hours.
3. Permit must be posted in concession area so visible to public.
4. Concessionaire must abide by all city, county, and state laws concerning sale of concessions.
5. Permit does not apply to events sponsored by the District.
6. No tobacco or marijuana products, or alcoholic beverages may be sold.
7. No items in glass containers may be sold.
8. No Styrofoam containers may be used. The District follows the zero waste guidelines and expects all concessionaires to follow these guidelines. The zero waste guidelines can be emailed to Concessionaire upon request.
9. Concessionaire is responsible for all cleanup of trash and recycled items in their area.
10. Concessionaire will not leave any hot cooking machinery unattended at any park.
11. Concession area must maintain a reasonably attractive appearance in the opinion of the Executive Director or his/her designee.
12. Other conditions apply as follows:

Indemnification/Hold Harmless: Concessionaire shall defend, indemnify and hold harmless Bainbridge Island Metropolitan Park & Recreation District, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person or for loss or damage to property, which arises out of the use of Park Property or from any activity, work, or anything done, permitted, or suffered by the Concessionaire in or about Park Property, except only such injury or damage as shall have been occasioned by the sole negligence of the District.

Insurance: The Concessionaire shall procure and maintain for the duration of the Permit, insurance against claims or perjuries to persons or damage to Park Property which may arise from or in connection with the use of the Park Property. Concessionaire's maintenance of insurance as required by the Permit shall not be construed to the limit of the liability of the Concessionaire to the coverage provided by the insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

The Concessionaire shall provide a certificate of insurance evidencing the required insurance and naming the District as an insured before using the property with limits of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

I, *(print name)* _____ as Agent for
(name of company) _____, accept this agreement and agree to provide the concession services indicated on the attached Concession Permit for the above stated duration and agree to the terms and conditions specified in this agreement.

Signed: _____ Title _____ Date: _____
Agent of Concessionaire

Mailing Address

Phone

Email Address

Signed: _____ Date: _____
Community Outreach Coordinator
Bainbridge Island Metropolitan Park & Recreation District

Park District Permit Number assigned by District: _____

(Attach copy of permit to this agreement)