



Bainbridge Island Metropolitan Park & Recreation District
7686 NE High School Road
Bainbridge Island, WA 98110
206.842.0501

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 Park Property.

1. District agrees to allow Concessionaire to operate mobile concessions within the Park Property listed on the attached Permit and only within the dates and hours stated. Power hook-up is not available in listed Park Property.
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 Park Property as specified in the Permit.
3. Permit must be posted in concession area so visible to public.
4. Concessionaire must abide by all city, county, state, and federal laws, regulations, and instructions concerning operation and sale of concessions. Required permits, licenses, and inspections shall be obtained by Concessionaire at their expense prior to operation and copies will be provided to the District.
5. Permit does not apply to events sponsored by the District. Concessionaire must obtain a separate permit for District-sponsored events. Concessionaire agrees to pay the District a permit fee in the amount of \$_____ per event per mobile unit to operate its concession in the Park Property at a District event.
6. No tobacco or marijuana products, alcoholic beverages, or items in glass containers may be sold by Concessionaire in Park Property.
7. No Styrofoam containers may be used. The District follows the zero waste guidelines and requires Concessionaire to follow these guidelines. The zero waste guidelines can be emailed to Concessionaire upon request.
8. Concessionaire is responsible for all cleanup of trash and recycled items in its area of operation.
9. Concessionaire will not leave any hot cooking machinery unattended at any Park Property.
10. Concessionaire must maintain their equipment in a clean and attractive manner and conduct its business in a professional and courteous manner.
11. The Concessionaire represents and warrants to the District that there is (i) nothing about its business operations or owners, employees or agents that would bring discredit to or reflect poorly upon the Concessionaire and/or the District and (ii) no reason why Concessionaire should not be permitted to provide its services on Park Property. The District shall be entitled to cancel this Agreement immediately upon breach of this representation and warranty.

12. If this Agreement is cancelled by Concessionaire for any reason, or by the District because of Concessionaire's default or violation of this Agreement, monies paid to the District by Concessionaire shall be retained.

13. Concessionaire shall defend, indemnify and hold harmless the District and 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 (collectively "Liability"), which arises out of or relates in any way to Concessionaire's use of Park Property; any activity or work done, permitted, or suffered by Concessionaire in or about Park Property; and Concessionaire's performance under this Agreement, except to the extent the Liability is the direct and proximate result of the negligence or intentional misconduct of the District.

14. Concessionaire shall procure and maintain for the duration of the Permit insurance against claims or injuries to persons or damage to Park Property or District property which may arise from or in connection with Concessionaire's performance under this Agreement. Concessionaire's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Concessionaire to the coverage provided by the insurance, or otherwise limit the District's recourse to any remedy available at law or in equity. Before using Park Property, Concessionaire shall provide the District with a certificate of insurance evidencing the required insurance and naming the District as an additional insured with limits of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

15. Other terms and conditions:

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 Manager
Bainbridge Island Metropolitan Park & Recreation District

Park District Permit Number assigned by District: _____

(Attach copy of permit to this agreement)