# CONCESSION CONTRACT

FOR

Bidwell Canyon Marina

AT

Lake Oroville State Recreation Area

STATE OF CALIFORNIA – RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
CONCESSIONS AND RESERVATIONS DIVISION
1416 NINTH STREET, 14TH FLOOR
SACRAMENTO, CA 95814

Bidwell Canyon Marina
CONCESSION CONTRACT
INDEX

1. DESCRIPTION OF PREMISES ..... 2
2. CONDITION OF PREMISES ..... 2
3. TERM ..... 2
4. FINANCIAL REQUIREMENTS ..... 3
5. RENT ..... 3
6. USE OF PREMISES ..... 6
7. FACILITY DEVELOPMENT ..... 11
8. LIABILITY WAIVER ..... 12
9. BONDS ..... 13
10. INSURANCE ..... 14
11. ALCOHOLIC BEVERAGES ..... 17
12. CONSTRUCTION AND COMPLETION OF IMPROVEMENTS ..... 17
13. CONTRACT NOTICE ..... 22
14. RECORDS AND REPORTS ..... 22
15. GROSS RECEIPTS ..... 24
16. RATES, CHARGES AND QUALITY OF GOODS AND SERVICES ..... 24
17. PERFORMANCE EVALUATIONS AND INSPECTION ..... 25
18. HOLD HARMLESS AGREEMENT ..... 25
19. TAXES ..... 26
20. MODIFICATIONS, ADDITIONS, TITLE TO IMPROVEMENTS ..... 26
21. PERSONAL PROPERTY ..... 27
22. HOUSEKEEPING, MAINTENANCE, REPAIR AND REMOVAL ..... 28
23. UTILITIES AND SERVICES ..... 30
24. RESOURCE CONSERVATION ..... 30
25. HAZARDOUS SUBSTANCES ..... 32
26. EQUIPMENT ..... 34
27. SIGNS AND ADVERTISING ..... 34
28. PHOTOGRAPHY ..... 34
29. INTELLECTUAL PROPERTY RIGHTS ..... 35

30. PARTICIPATION IN STATE PARK MARKETING PROGRAMS ..... 36
31. DEFAULT BY CONCESSIONAIRE ..... 37
32. STATE'S REMEDIES ..... 38
33. DEFAULT BY STATE ..... 42
34. STATE BUY-OUT PROVISIONS ..... 43
35. SURRENDER OF THE PREMISES; HOLDING OVER ..... 44
36. NO RECORDATION; QUITCLAIM ..... 45
37. ATTORNEYS FEES ..... 46
38. EXPATRIATE CORPORATIONS ..... 46
39. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES ..... 46
40. NONDISCRIMINATION ..... 47
41. DISABILITIES ACCESS LAWS ..... 48
42. DRUG-FREE WORKPLACE ..... 48
43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION ..... 48
44. CHILD SUPPORT COMPLIANCE ACT ..... 49
45. CONFLICT OF INTEREST ..... 49
46. WAIVER OF CLAIMS ..... 50
47. WAIVER OF CONTRACT TERMS ..... 50
48. INTERPRETATION OF CONTRACT ..... 50
49. DURATION OF PUBLIC FACILITIES ..... 50
50. TIME OF ESSENCE ..... 51
51. EMINENT DOMAIN ..... 51
52. TEMPORARY TENANCY ..... 51
53. SECTION TITLES ..... 51
54. CONTRACT IN COUNTERPARTS ..... 51
55. INDEPENDENT CONTRACTOR ..... 51
56. ASSIGNMENTS AND SUBCONCESSIONS ..... 51
57. MODIFICATION OF CONTRACT ..... 52
58. UNENFORCEABLE PROVISION ..... 53
59. APPROVAL OF CONTRACT ..... 53
60. STATE'S DISTRICT SUPERINTENDENT ..... 53

EXHIBIT A – THE PREMISES ..... 55
EXHIBIT B - CONSUMER PRICE INDEX ADJUSTMENT FORMULA ..... 56
EXHIBIT C – CONCESSIONAIRE'S OPERATION PLAN ..... 57
EXHIBIT D – CONCESSIONAIRE'S FACILITY IMPROVEMENT PLAN ..... 58
EXHIBIT E – CONCESSIONAIRE'S TRANSITION PLAN ..... 59
EXHIBIT F – DPR 54, CONCESSIONAIRE'S MONTHLY REPORT OF OPERATION . 60
EXHIBIT G –WAIVER OF LIABILITY AND RELEASE ..... 62
EXHIBIT H - DPR 86, CONCESSIONAIRE FINANCIAL STATEMENT ..... 68
EXHIBIT I - DPR 531, CONCESSION PERFORMANCE RATING ..... 72
EXHIBIT J - DRUG FREE WORKPLACE CERTIFICATION ..... 74

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

# CONCESSION CONTRACT

For

**Bidwell Canyon Marina**

Located In

Lake Oroville State Recreation Area

Butte County

THIS CONTRACT is made and entered into by and between the STATE OF CALIFORNIA, acting through its Department of Parks and Recreation, hereinafter referred to as "State", and **Lake Oroville Marina, LLC** of **Scottsdale, Arizona**, hereinafter referred to as "Concessionaire";

## RECITALS

**WHEREAS**, California Public Resources Code Section 5080.03 et seq. authorizes the Department of Parks and Recreation to enter into concession contracts for the operation of state park system lands and facilities and;

**WHEREAS**, it is appropriate that the following contract be entered into for the safety and convenience of the general public in the use and enjoyment of, and the overall enhancement of recreational and educational experience at units of the state park system;

**NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

## 1. DESCRIPTION OF PREMISES

The State for and in consideration of the agreements hereinafter stated, grants to Concessionaire for the purposes stated herein, the right, privilege, and duty to develop, equip, operate, and maintain a nonexclusive marina concession in Lake Oroville State Recreation Area at the location(s) as set forth in **Exhibit A,** attached to and made a part of this contract (the "Premises").

The possessory interest herein given to the Concessionaire does not exclude the general public from the Premises; however, the use by the general public is limited by the terms and conditions of the possessory interest given herein. This contract is not intended to confer third party beneficiary status to any member of the public who is benefited by the terms of this contract. The possessory interest is further subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title that may affect the Premises.

## 2. CONDITION OF PREMISES

The taking of possession of the Premises by the Concessionaire, in itself, shall constitute acknowledgment that the Premises are in good and sufficient condition for the purposes for which Concessionaire is entering into this contract. Concessionaire agrees to accept Premises in their presently existing condition, "AS IS", and that the State shall not be obligated to make any alterations, additions, or betterments to the Premises except as otherwise provided for in this contract.

## 3. TERM

The term of this contract shall be for a period of thirty (30) years, commencing on the first day of the month following approval by the California Department of General Services, but no sooner than December 1, 2009. Should Concessionaire hold-over after the expiration of the term of this contract with the express or implied consent of the State, such holding-over shall be deemed to be a tenancy from month-to-month at the herein stated prescribed rent as set forth in this contract in Section 34, "Surrender of Premises; Holding Over", of this contract, with continuous Consumer Price Index

adjustment, as defined below, subject otherwise to all the terms and conditions of this contract.

For purposes of this contract, the term "contract year" shall mean each one-year period of time that commences on the commencement date identified above, extending twelve (12) months therefrom, and continuing from each anniversary throughout the term of the contract.

## 4. FINANCIAL REQUIREMENTS

Without cost to State, Concessionaire shall fund and manage implementation of concession development as set forth in the "Facility Improvement Plan", attached hereto as **Exhibit D,** at a minimum expense of three million five hundred thousand dollars ($3,500,000) and an additional seven hundred thousand dollars ($700,000) for equipment necessary to support the proposed marina facilities. The total value of improvements made by Concessionaire toward the implementation of the "Facility Improvement Plan" shall be calculated in accordance with Section 12**,** Construction and Completion of Improvements. Any balance remaining from the required $4,200,000 expenditure following complete implementation of the "Facility Improvement Plan" or June 1, 2015, whichever comes first, shall be allocated and expended on other facility development projects as determined by State or remitted to State as a supplemental rental payment, as determined at the sole discretion of State. Any penalties, lien charges, and/or costs to resolve construction related disputes shall not be included in the minimum expenditure amount.

## 5. RENT

Concessionaire shall pay, without offset, deduction, prior notice, or demand, as "Minimum Annual Rent" the sum of Three Hundred Thousand Dollars ($300,000) or the following percentage(s) of gross receipts, whichever sum is greater:

Eight and one half percent (8.5%) of the first One Million Dollars ($1,000,000) of Gross Receipts (excluding fuel and oil sales);

plus

Ten percent (10%) of Gross Receipts over one million dollars ($1,000,000) (excluding fuel and oil sales);

Plus

Two percent (2%) of fuel and oil sales Gross Receipts.

**During Contract Years One (1) through Five (5), Concessionaire shall pay Two Hundred Seventy Thousand Dollars ($270,000) of the Minimum Annual Rent and defer the balance to be paid in Contract Years (6) through Ten (10).**

**Beginning in Contract Year Six (6) and each Contract Year thereafter, Concessionaire shall pay the deferred rent from Contract Years One (1) through Five (5). For example, the deferred unpaid balance from Contract Year One (1) shall be paid in Contract Year (6), the deferred unpaid balance from Contract Year Two (2) shall be paid in Contract Year Seven (7), continuing each Contract Year until the unpaid balance is paid in full by the end of Contract Year Ten (10).**

Beginning with Contract Year Six (6) and on the first day of each fifth contract year thereafter, the Minimum Annual Rent ($300,000 or as bid) shall be adjusted to reflect changes in the Consumer Price Index (CPI). Such CPI adjustments shall be made in accordance with the procedure set forth in **Exhibit B,** attached to and made a part of this contract.

Concessionaire shall make payment of Minimum Annual Rent and other payments to State in lawful money of the United States. However, if any payment made by a check, draft, or money order is returned to State due to insufficient funds or otherwise, State shall have the right, at any time after the return, upon written notice to Concessionaire, to require Concessionaire to make all subsequent payments in cash or by cashier's or certified check.

Beginning with the fifteenth ($15^{th}$) day of the month following the execution of the contract, and on or before the fifteenth ($15^{th}$) day of each month thereafter, Concessionaire shall furnish to State a verified statement of the concession's gross receipts for the preceding month. Such statement shall be submitted on Form DPR 54, "Concessionaire's Monthly Report of Operation", attached hereto as **Exhibit F**, or in a format previously approved by the State, and shall specify the current period and cumulative total of gross receipts for the concession through the end of the preceding

month for the then current contract year. **During Contract Year One (1) through Contract Year Five (5), the DPR 54 shall include the rent calculation based on gross receipts and clearly indicate any deferred amounts following the annual rent payment of $270,000.** Concurrent with such monthly statement, the Concessionaire shall pay to State the appropriate rental fee for the preceding calendar month as prescribed above. Payments to State shall be made to the order of the Department of Parks and Recreation and delivered to the District Office identified herein below or at such other location as may from time to time be designated by State. If, at the end of the contract year, the total of monthly percentage rental payments made (or due) during that contract year is less than the Minimum Annual Rent required for that contract year, the difference shall be remitted to State with the last monthly sales statement for the contract year. Payments must be received by State on or before the fifteenth (15th) day of the month as described above. Any late payment shall constitute a breach of contract, giving rise to State's remedies as set forth below. Further, any late payment will be subject to a late penalty consisting of an administrative charge on the late amount, calculated at the rate of five percent (5%) of the amount of the late payment or portion thereof. The parties agree that the late charge represents a fair and reasonable estimate of the costs State will incur because of late payment. Acceptance of the late charge by State shall not constitute a waiver of Concessionaire's default for the overdue amount, nor prevent State from exercising the other rights and remedies granted under this contract. Concessionaire shall pay the late charge as additional rent with the next monthly rent payment.

_____ **[Initials of concessionaire(s)]**

Any amount due to State, if not paid within five (5) days following the due date, will bear interest from the due date until paid at the rate of ten percent (10%) per year. However, interest shall not be payable on late charges incurred by Concessionaire, nor on any amounts on which late charges are paid by Concessionaire, to the extent this interest would cause the total interest to be in excess of that legally permitted.

Upon written request by the Concessionaire to State demonstrating unusual or extenuating circumstances causing the late payment, the State, in its sole discretion, may waive the late charge. Further, in the event Concessionaire is prevented from

carrying on the operations contemplated herein by reason of an Act of Nature or other reasons beyond Concessionaire's control, and when requested in writing in advance by Concessionaire, Minimum Rent may be abated in proportion to the amount by which gross receipts are reduced by the occurrence for such period of reduced or non-operation, as determined in the sole discretion of State.

If this contract is terminated by State because of Concessionaire's default, and if Concessionaire becomes liable for any deficiency in rent and/or fees by way of damages or otherwise, or if at any time during the contract term Concessionaire ceases to conduct in the Premises the business referred to herein below, then from and after the time of the breach causing this termination, or from and after the time of the cessation of business, all unpaid rent and/or fees prior to the breach causing termination or cessation of business shall become due and payable. The amount due shall be deemed to be the greater of: (a) the Minimum Rent provided herein, or (b) an amount based upon the average of the payments that have accrued to State as percentage rent during the twenty-four (24) months preceding the termination or cessation of business, unless the termination or cessation occurs within three (3) years of the beginning of the contract term, in which event the previous twelve (12) (or fewer, if applicable) months shall be used as the basis of this average.

## 6. USE OF PREMISES

A. The Premises shall be used by the Concessionaire to construct; furnish; equip; operate; and maintain a high-quality, full-service marina concession. The Use of Premises will be consistent with the State approved "Operation Plan", "Facility Improvement Plan", and "Transition Plan" as proposed by Concessionaire and modified by State as is reasonable and necessary to meet the intention of the State for this concession operation and the mission of the Department. The approved "Operation Plan", "Facility Improvement Plan", and "Transition Plan" are incorporated herein, and made part of this contract as **Exhibits C, D, and E,** respectively.

B. At a minimum, Concessionaire shall provide the following services:

1) Boat slip and mooring rentals, including 15 temporary use slips for boats that are 25' or less. The temporary use slips shall be rented using a lottery-type system from Memorial Day to Labor Day and for a maximum of 30 days.

2) Daily boat and equipment rentals including a minimum of six (6) house boats, one (1) of which, shall meet all ADA requirements for public rentals;

3) Floating public restroom and sewer pump-out facilities;

4) Pump-out and fueling services available by appointment to boat owners;

5) Oil and fuel sales;

6) Fueling stations;

7) Camper and boater supply store offering camping; picnicking; boating; fishing supplies; beverages; packaged foods; boating safety equipment and fire extinguishers;

8) Marine repair services;

9) Dry boat storage;

10) Boat shuttle services;

11) Boat towing services;

12) If a boat is moved, damaged, or loose, Concessionaire shall provide notification to the boat owner within 24 hours.

13) Provide to the State, for the Superintendent's approval, a 24/7 marina emergency response plan by January 1 of each year, including but not limited to, installation of a public phone.

14) Concessionaire shall make communications available to lake visitors over marine band 2-way radio during posted hours of operation; and;

15) When walk-way access is unavailable, the Concessionaire shall provide shuttle service from parking lot to the marina facilities on the lake.

C. Concessionaire area of control as defined in **Exhibit A.**

1) All marina facilities;

2) Fuel delivery system;

3) Water and sewer systems and other utilities;

4) Fuel storage tank in parking lot above marina; and

5) Marina service and storage yard;

D. Annual Passes: Concessionaire shall require mooring renters, as part of their mooring agreement, to hold an Annual Boat Use Pass, or other boat use pass as may be authorized by State. Concessionaire may sell Annual Boat Use and Annual Day Use Passes when purchased in advance from State at 90% of pass value.

E. State Use: Concessionaire shall provide for use by State and at no cost to State, eight (8) covered boat slips, two (2) buoys; and three (3) parking lot spaces in the marina service area. Covered boat slips, buoys, and parking lot space locations shall be selected by State.

F. Shuttle Service: Concessionaire shall provide a transportation link (shuttle service) between a designated point or points of the Middle Fork of Lake Oroville to the Bidwell Canyon Marina. Concessionaire may charge a fare sufficient to cover the cost of providing the service. Such fare must be approved in writing by the District Superintendent or designee. The service may be reservation-based (charter arrangement) but must be available a minimum of four (4) days per week, including all weekends and holidays, during periods when all of the following conditions occur:

1) Lake Oroville is below 800' water surface elevation;

2) Flow in the Middle Fork Feather River, immediately upstream from Lake Oroville, exceeds or is predicted to exceed 300 cfs;

3) During the months of April through July, inclusive; and

4) Boat shuttle service shall be ADA accessible and shall have the means to accommodate a wheel chair by a roll on manner. Other details of service provision, such as frequency and scheduling of the service and designation of pick-up points, may be determined by Concessionaire and approved by the District Superintendent or designee based upon user input and demand and reasonable use of Concessionaire resources. Future

shuttle service is contingent upon demonstrated use and feasibility of the service, as determined by State every two (2) years.

G. Boat-Towing Service: Concessionaire shall provide boat-towing services to the entire area of Lake Oroville 24 hours per day; seven (7) days per week; 365 days per year; including all weekends and holidays. Concessionaire may charge a fee as approved in writing by the District Superintendent or designee and sufficient to recover the cost of providing the service. Concessionaire may decline to provide services when inclement weather creates unsafe conditions as determined by the Concessionaire.

H. Concessionaire shall provide a shuttle service for disabled visitors from designated Bidwell Canyon ADA parking locations to the marina.

I. Buoys: Concessionaire shall be responsible for the installation and maintenance of regulatory and/or informational buoys within the Concessionaire's area of control. All concession mooring buoys shall be clearly marked and of adequate size.

J. Hours of Operation: Concession schedule of operations shall be approved in advance by the State. However, restaurant hours shall be limited to 6:00 a.m. to 10:00 p.m., up to seven (7) days per week, as approved in writing by District Superintendent or designee. In the event State deems the hours of operation inadequate for proper service to the public, State may require Concessionaire to adjust the days and/or hours of operation in order to maximize public service. In the event of adverse weather or other operating conditions, State may permit the concession to close at any time during the term of this contract.

K. Mooring Agreements:

1) Concessionaire shall develop a priority mooring assignment system that is approved in advance and in writing by the District Superintendent or designee.

2) Mooring agreement terms must be consistent with State regulation and policy as they apply to the sale and/or transfer of vessel ownership.

3) Concessionaire shall require all moored vessels to be currently registered. Vessels without proper registration shall be promptly removed by the vessel owner and the mooring agreement shall be terminated.

4) Concessionaire shall provide State with the names; addresses; e-mail addresses; and telephone numbers of current mooring customers by May 1 of each year.

L. Visitor Survey: Concessionaire shall send the visitor survey described in **Exhibit C, Operation Plan**, annually, to all customers mooring vessels in the Bidwell Canyon Marina, and Concessionaire shall also make this survey available to all other customers visiting the marina.

M. Notification to State: Concessionaire shall notify State within 24 hours of any cable breaks, mooring system failures, injury to a park user, or damage to a park user's personal property.

N. Healthy Foods Initiative: As the primary food providers in California State Parks, participation by concessionaires in the State's efforts to promote healthy and sustainable food practices is critical. To that end and in accordance with State's mission to "provide for the health" of Californians, Concessionaire shall promote the importance of healthy, locally and sustainably grown, organic foods, and shall use sustainable practices, organic ingredients, and recycled products whenever possible. These practices shall include the following:

1) To the extent possible, Concessionaire shall develop a network of local farmers and ranchers who are dedicated to sustainable agriculture and can assure a steady supply of pure and fresh ingredients.

2) Concessionaire shall offer a selection of food and beverage items that conform to the definition of "healthy" foods as defined by the U.S. Department of Agriculture and the Food and Drug Administration in the Code of Federal Regulations, Title 9, Section 317 and Title 21, Section 101.

3) Concessionaire shall offer a selection of beverages with no sugar added, such as bottled water, natural fruit juices, and tomato juice.

4) To the extent possible, Concessionaire shall provide food products that are as pure and natural as possible, without synthetic additives, pollutants, or unnecessary packaging and marketing.

O. Security: Concessionaire shall require all concession employees and volunteers in positions of special trust as determined at the sole discretion of the District Superintendent or designee to undergo a background check, including references and fingerprints, to ensure that the individual has an acceptable record as a law-abiding citizen. The background check may be similar to the California Department of Justice's Live-Scan Program. Concessionaire shall be responsible for covering all costs associated with said background checks. Any criminal offenses that have a nexus to said job should be considered as a basis for rejection from hire.

The Use of Premises will be consistent with the State approved "Operation Plan", "Facility Improvement Plan" and "Transition Plan" as proposed by Concessionaire and modified by State as is reasonable and necessary to meet the intention of the State for this concession operation and the mission of the Department. The approved "Operation Plan", "Facility Improvement Plan" and "Transition Plan" are incorporated herein and made part of this contract as **Exhibits C**, **D,** and **E**, respectively.

## 7. FACILITY DEVELOPMENT

Concessionaire shall plan, fund, manage, and complete development of concession facilities as described in the Accessibility and Facility Improvement Plans set forth in the "Operation Plan" and "Facility Improvement Plan", **Exhibits C and D,** respectively. At a minimum, improvements shall include:

1) Boat slips and mooring for 700 – 800 boats, including 15 temporary use slips. By attrition, boat slips/moorings shall be reduced to a maximum of 800 boats;

2) Separate service docks for rental boats; personal watercraft and short-term mooring;

3) Dry boat storage;

4) Retail space for groceries, boating supplies, and offices;

5) Six (6) stationary sewer pump-out stations and one (1) portable pump-out station with a minimum inflow of 25 GPM;

6) Six (6) fueling stations;

7) Floating public restroom;

8) Marina cabling and anchoring systems;

9) Associated utilities, including fuel delivery system, sewer lines, potable water, and electrical;

11) Courtesy dock;

12) Existing mini-storage units in the service yard shall be removed by Concessionaire;

13) Fuel sales and fuel storage facilities;

14) Necessary connector floats and ramps;

15) Floating restaurant;

16) Install and maintain pay phone for emergency access;

17) Provide security gates; and

18) Concessionaire shall periodically provide new marina information and/or updates to marina customers in a news letter format or by e-mail.

## 8. LIABILITY WAIVER

Concessionaire shall require that a liability waiver, equivalent to the waiver attached hereto as **Exhibit G**, "Waiver of Liability and Release" and incorporated herein by this reference, be executed between Concessionaire and each concession patron prior to the start of each boat or personal watercraft rental. Such waiver is subject to the State's approval and shall release State, its officers, employees, and agents from any liability resulting from any claim associated with services, equipment, and activities provided and facilitated on each rental. The liability waiver text shall be pre-printed, and must be signed by every person participating in each rental within the Premises as permitted in this contract. Concessionaire shall make signed liability waivers available to State inspection and shall provide copies upon request. All required waivers shall comply with any and all conditions precedent to insurance coverage as required herein.

## 9. BONDS

A. All bonds required under this contract must be in a form satisfactory to State, issued by a corporate surety licensed to transact surety business in the State of California.

B. Performance Bond: Concessionaire, at Concessionaire's own cost and expense, agrees to obtain and deliver to State, prior to the commencement date of this contract and prior to entering the Premises, and shall maintain in force throughout the term of this contract, a valid Performance Bond (which may be renewed annually) in the sum of $270,000 for Contract Years One (1) through (5) and $300,000 for subsequent Contract Years payable to the State. This bond shall insure faithful performance by Concessionaire of all the covenants, terms, and conditions of this contract inclusive of, but not restricted to, the payment of all rentals, fees, and charges and prompt performance of and/or payment for all maintenance obligations. In lieu of a bond, the Concessionaire may substitute another financial instrument (such as an Irrevocable Standby Letter of Credit), which must be sufficiently secure and acceptable to State. At least thirty (30) days prior to the expiration or termination of said bond or acceptable financial instrument, a signed endorsement or certificate showing that said bond or financial instrument has been renewed or extended shall be filed with the State. Within 15 days of State's request, Concessionaire shall furnish State with a signed and complete copy of the valid bond or financial instrument.

C. Construction Performance Bond: Prior to the commencement of construction required hereunder, Concessionaire shall furnish the State with a bond, listing Concessionaire's contractor(s) as principals, in a sum not less than **one hundred percent (100%)** of the total cost of the construction. The bond shall guarantee faithful performance of the construction by Concessionaire.

D. Concessionaire acknowledges that allowing the Performance Bond or other security instrument(s) to expire or otherwise terminate and/or allowing the total secured amount to fall below the security required herein will cause State to incur costs and significant risks not contemplated by this contract, the exact amount of which will be difficult to ascertain. These costs include, but are not

limited to, administrative costs and other expenses necessary to ensure continued performance of services for the public and protection of the Premises. Accordingly, if Concessionaire allows the Performance Bond or other security instrument to expire or otherwise terminate and/or allows the total secured amount to fall below the security required pursuant to this contract, Concessionaire shall pay to State an amount equal to five percent (5%) of the required security or five thousand dollars ($5,000), whichever is greater. The parties agree that this charge represents a fair and reasonable estimate of the costs State will incur. Acceptance of this charge by State shall not constitute a waiver of Concessionaire's default, nor prevent State from exercising the other rights and remedies available to it under this contract or applicable law, including the right to terminate this contract and seek the payment of damages.

_____ **[Initials of concessionaire(s)]**

**10. <u>INSURANCE</u>**

A. Concessionaire shall provide before entering the Premises and shall maintain in force throughout the term of this contract the following insurance:

1) Commercial Liability Insurance. Concessionaire shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of Premises; operations; independent contractors; products; completed operations; personal; and advertising injury.

2) <u>Liquor Liability</u>. Concessionaire shall include this coverage where alcohol sales are permitted, and liability assumed under an insured contract.

3) <u>Automobile Liability</u>. Concessionaire shall maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of motor vehicles

including owned, hired and non-owned motor vehicles used by Concessionaire in the conduct of business under this contract.

4) Workers' Compensation Insurance. Concessionaire shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this contract. Employer's liability limits of $1,000,000 are required.

5) Property Insurance: Concessionaire shall provide property coverage for damage caused by fire, vandalism or natural disaster with limits based on the estimated replacement value of facilities occupied by Concessionaire.

6) Protection and Indemnity Marine Liability: Maintenance or use of any and all boats on the premises, whether owned, hired or non-owned shall be insured with extended coverage endorsements in the amount of $2,000,000 per event.

7) Marina Operators' Legal Liability: To cover the Concessionaire, with extended coverage endorsements, for all sums the insured is legally required to pay as a result of physical damage to or loss of vessels in the Concessionaire's care, custody and control on the premises. Minimum coverage shall be $250,000 per vessel and $1,000,000 per occurrence.

8) Business Interruption Insurance: Guarantees State's rental revenue stream during any period of non-operational or any period of curtailed operation not solely attributable to State. Policy shall guarantee such compensation for a minimum period of one (1) year.

9) Rental Insurance Coverage/Waiver Release Form: Concessionaire shall offer boat and personal watercraft rental customers the option of an insurance policy that covers damage or loss of rental equipment when used in compliance with the terms and conditions set forth in the boat/personal watercraft rental agreement.

B. Beginning with contract year six (6) and on the first day of every fifth contract year thereafter, the minimum liability insurance shall be adjusted to reflect changes in the Consumer Price Index (CPI). Such CPI adjustments shall

be made in accordance with the procedure set forth in **Exhibit B**, attached to and made a part of this contract.

C. In the event of destruction, loss, or damage by fire or other cause of any of the State-owned buildings, improvements, or fixtures located on the Premises that the State determines (1) to be essential to the continued operation of the contract and (2) cannot be repaired within one-hundred-eighty (180) days of the occurrence, the State may terminate this contract. A decision by the State to terminate the contract under this provision shall be communicated in writing to Concessionaire as soon as practicable. If the contract is so terminated, State shall be entitled to the proceeds payable under any applicable insurance policies pertaining to the loss as its interest may appear. Receipt of such proceeds by State shall be in addition to the right of State to pursue whatever other remedies it may have to recover any losses due to the occurrence. If the State determines not to terminate the contract, then, in State's discretion, any buildings, improvements, or fixtures built in replacement of any damaged or destroyed property shall be subject to the terms and provisions of this contract as if they had existed at the onset. In no event shall the provisions of this Section be deemed or construed to relieve Concessionaire from the requirement to repair or replace any damaged or destroyed property except as specifically excepted by express terms of this contract.

D. Each policy of liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Concessionaire's limit of liability. The policy must include the State of California, Department of Parks and Recreation, its officers, agents, employees and servants as additional insured. This endorsement must be supplied under form acceptable to State. Any subcontractors shall be included under Concessionaire's policy or provide evidence of coverage equal to limits and policies required of Concessionaire.

E. Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to State. In the event Concessionaire fails to keep in effect at all times the specified insurance coverage, State may, in addition to other remedies it may have, terminate this

Contract upon the occurrence of such event, subject to the provisions of this Contract.

F. Each policy shall be underwritten to the satisfaction of the State. Concessionaire shall submit to State a signed and complete certificate of insurance with all endorsements required by this Section, showing to the satisfaction of State that such insurance coverage has been renewed or extended. Within fifteen (15) days of State's request, Concessionaire shall furnish State with a signed and complete copy of the required policy.

## 11. ALCOHOLIC BEVERAGES

Concessionaire may sell on-premises beer and wine with bona fide meals only, in the restaurant. The sale of beer and wine may be provided for off-premises consumption through the marina store. No other alcoholic beverages shall be sold. A competent adult person twenty-one (21) years of age or over shall be on the premises at all times to supervise the sale of alcoholic beverages. Further, the sale of alcoholic beverages shall be subject to any regulations established for the State Park System by the Director of the Department of Parks and Recreation and the regulations established by the Department of Alcoholic Beverage Control.

## 12. CONSTRUCTION AND COMPLETION OF IMPROVEMENTS

A. Facility Improvement Plan: At Concessionaire's sole cost and expense, Concessionaire shall be responsible for the design, construction, completion, and installation of facility improvements, décor, equipment, fixtures, and furnishings as described in the Concessionaire's "Facility Improvement Plan", incorporated herein and made part of this contract as **Exhibit D**. Implementation of the plan will be as follows:

1) Plan Amendment: Within thirty (30) days of the execution of this contract, Concessionaire shall meet with State to modify and amend the Facility Improvement Plan as is reasonable and necessary to meet the intention of the State for this concession operation and the mission of the Department.

2) Schematic Design: Within four (4) weeks of amending the Facility Improvement Plan, Concessionaire shall provide to State for its review and approval a Schematic Design. The State shall not unreasonably withhold such approval. The objective of the Schematic Design is to clearly define the Facility Improvement Plan as amended and should include a site plan, building floor plans, all building elevations, outline specification, floor area usage, and Preliminary Statement of Probable Construction Cost. If the State disapproves any element of the program statement, Concessionaire shall promptly submit to State all necessary modifications and revisions.

3) Design Development: Within four (4) weeks of State's approval of Concessionaire's Schematic Design, Concessionaire shall submit the Design Development for State's review and approval. The State shall not unreasonably withhold such approval. The objective of the Design Development is to define and describe all the important aspects of the Facility Development project and should include the necessary details of each element of the Schematic Design to adequately convey key conditions of major improvements. In addition, the Design Development should include Reflected Ceiling Plans, Schedules, Structural Requirements, Plumbing, Mechanical, and Electrical Plans, Food Service Requirements, Color Boards, Material and Systems Specifications, and an updated Preliminary Statement of Probable Construction Cost. If the State disapproves any element of the Design Development, Concessionaire shall promptly submit necessary modifications and revisions.

4) Working Drawings: Within eight (8) weeks of State's approval of Concessionaire's Design Development, Concessionaire shall submit Working Drawings for State's review and approval. The State shall not unreasonably withhold such approval. The objective of the Working Drawings is to set forth in detail the requirements for construction of the Facility Improvement Plan including bidding and contracting. At a

minimum, the drawings should include all Design Development elements plus: complete documentation of quantities, qualities, and relationships of all work required to construct the Facility Improvement Plan; documentation of decisions made in the Design Development phase; all documentation needed for obtaining regulatory and State approvals; and the final Statement of Probable Construction Cost. If the State disapproves any drawings, plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions. Once approved, the Working Drawings will be made a part of the Facility Improvement Plan and incorporated as **Exhibit D** in this contract. No changes or alterations shall be made to the approved Working Drawings without prior written approval of State.

B. Use of Consultants: Concessionaire shall employ licensed contractor(s) in the completion of all required construction work. Additionally, Concessionaire shall utilize professional contractors and consultants, including architects(s) and engineer(s), acting in accordance with the latest American Institute of Architects' standards of practice to develop comprehensive construction plans, including schematic design plans, design development plans, and working drawings, and to conduct independent inspections and monitoring of all construction. Concessionaire agrees to select contractors and consultants who are licensed to practice in the State of California and are acceptable to the State. However, in no event shall State be deemed to have control of or be responsible for Concessionaire's final hiring decisions, the day-to-day management of the project, or administration of contracts with contractors or consultants. Contracts between Concessionaire and any contractor or consultant must be approved in writing by State in advance of execution by Concessionaire.

C. State Approval/Acceptance of Plans and Work: State's approval of the work and plans shall be for the purpose of determining that such work conforms in scope and quality to State's policies and standards, and in no way shall relieve Concessionaire or its contractors or subcontractors of the responsibility to perform and complete the work (1) in accordance with generally accepted

industry standards, (2) faithfully adhering to the approved plans, specifications, and drawings, and (3) in accordance with all applicable codes, laws, regulations, or other requirements, including but not limited to, the standards contained in this contract.

D. Permits: At its sole cost and expense, including mitigation costs, Concessionaire shall obtain all permits, licenses, and other approvals necessary for the construction and completion of the Facility Improvement Plan. Such permits may include, but are not limited to, those required under the California Environmental Quality Act (CEQA), Public Resources Code 5024, County Fire Department, California Coastal Act, California Building Code, and State Fire Marshal. Concessionaire shall reimburse State for all costs incurred by State on behalf of Concessionaire in association with acquisition of said permits. State will produce records of such costs for review by Concessionaire on a monthly basis. The State shall cooperate with Concessionaire with respect to securing said permits including the execution of documents required by a governmental authority to be initiated by State. In the event Concessionaire, having exercised all due diligence in applying for and seeking all approvals, cannot secure all required permits within two (2) years from Concessionaire's taking possession of the premises, the State shall have the option to terminate this contract.

E. Alterations: It is the intent of this contract and the contracting parties that the concession facilities contemplated herein shall not only be constructed in accordance with the requirements herein, but in coordination with State's development of the unit. The State, in its discretion after consultation with Concessionaire, may alter the Facility Improvement Plan and Working Drawings, and/or the construction timeline to agree with its schedule of development for the unit. Any changes to the timeline shall not be earlier than the dates set forth in the Working Drawings, as approved by State, except with concurrence of Concessionaire.

F. Completion of Improvements: Upon State approval of the Working Drawings and receipt of all required permits, licenses, and other approvals, Concessionaire shall commence construction to the facility as described herein,

no later than December 1, 2010 and prosecute the same to completion with all due diligence and within two (2) years from construction commencement date. In the event Concessionaire is the owner of existing facilities or is able to acquire existing floating facilities from prior Concessionaire, Concessionaire shall be allowed to commence construction to the facility as described herein, no later than December 1, 2010 and prosecute the same to completion with all due diligence within five (5) years from construction commencement date. Such time shall be extended as reasonably necessary in the event of delays caused by fire, earthquakes, wars, strikes, adverse weather, or other calamity beyond Concessionaire's control. Concessionaire shall hold monthly or more frequent status meetings throughout the period of construction, which shall include representatives of the general contractor, appropriate subcontractors, a representative of Concessionaire, and a representative of the State.

Upon completion of construction, Concessionaire shall (1) file a Notice of Completion of Construction with State; (2) provide State with a complete set of "as-built" plans for all improvements in a format acceptable to State; (3) submit evidence that all improvements are clear of any mechanic's liens; (4) have work certified by a licensed architect or engineer to be in compliance with the Working Drawings as approved by State and all applicable building or other laws, codes, or regulations; and (5) submit an account of the cost for all facility improvements, excluding equipment and trade fixtures that are the personal property of Concessionaire.

The cost accounting as required by item (5) above shall include cost statements and substantiating invoices for all project expenses including labor and materials. After such accounting has been examined by State, State in its sole discretion will establish in a reasonable and fair manner the cost of facilities and improvements for the purposes of evaluating Concessionaire's compliance with the facility development expenditure requirements of this contract. In the event such accounting is not filed by Concessionaire at the time specified, State shall estimate the cost of the project and serve notice of same on Concessionaire in the manner provided herein.

When Concessionaire has received written acceptance from the State of the Notice of Completion, subject to other provisions of this contract, Concessionaire shall have the right to commence concession business operations.

## 13. CONTRACT NOTICE

Any notices required to be given or that may be given by either party to the other shall be deemed to have been given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

| | |
|---|---|
| Concessionaire at: | Lake Oroville Marina LLC<br>7501 East McCormick Parkway<br>Scottsdale, Arizona 85258<br>(408) 998-9977 |
| State at: | Department of Parks and Recreation<br>Northern Buttes District<br>400 Glen Drive<br>Oroville, California 95966-9222<br>(530) 538-2200 |
| Copy to: | Department of Parks and Recreation<br>Concessions, Reservations & Fees Division<br>P.O. Box 942896<br>Sacramento, California 94296-0001<br>916-653-7733 |

The address to which notices shall or may be mailed as aforesaid by either party shall or may be changed by written notice given by such party to the other, but nothing in this Section shall preclude the giving of any such notice by personal service.

## 14. RECORDS AND REPORTS

Concessionaire shall keep separate true and accurate books and records showing all of Concessionaire's business transactions under this contract in a manner

that conforms to industry standards and practices and in a manner acceptable to State. Concessionaire shall keep all records for a period of at least four years.

In accordance with Public Resources Code Section 5080.18(b), copies of all sales and use tax returns submitted by Concessionaire to the California State Board of Equalization, the Employment Development Department, the Franchise Tax Board, or any other governmental agency shall be concurrently submitted to State.

In accordance with Public Resources Code Section 5080.18(c), State shall have the right through its representative and at all reasonable times to conduct such audits as it deems necessary and to examine and copy Concessionaire's books and records including all tax records and returns. Concessionaire hereby agrees to make all such records, books, and tax returns available to State upon State's request therefor. Concessionaire further agrees to allow interviews of any employees who might reasonably have information related to such records.

Concessionaire will submit to State, no later than May 1st of each year during the term of this contract, a verified profit and loss statement for the previous calendar year. Such statement shall be submitted on Form DPR 86, "Concessionaire's Financial Statement", attached hereto as **Exhibit H**, or in a format previously approved by the State, and shall contain an appropriate certification that all gross receipts during the yearly accounting period covered by said statement shall have been duly and properly reported to the State. Within forty-five (45) days of the expiration or termination of this contract, Concessionaire shall submit to the State a profit and loss statement for the period of operation not previously reported prepared in the manner stated above.

Concessionaire shall obtain and install cash registers or other accounting equipment acceptable to the State, through which Concessionaire shall record all gross receipts from the operation of the concession. This equipment shall be non-resetable and shall supply an accurate recording of all sales on tape and produce a receipt for each transaction. All such equipment shall have a customer display that is visible to the public. Concessionaire shall make all cash register tapes available to the State upon State's request. Concessionaire shall provide a cash register receipt to each customer setting forth the full amount of a sale.

## 15. GROSS RECEIPTS

The term "gross receipts", wherever used in this contract, is intended to and shall mean all moneys, property, or any other thing of value received by or owed to Concessionaire and any sub-concessionaire or operator, if other than Concessionaire, through or in connection with the operation of the concession, including any concession related business carried on through the internet or catalog sales, or from any other business carried on or in connection with the Premises, or from any other use of the Premises, and/or of any business of any kind that uses the names licensed by this contract, or that associates with or implies an endorsement by State, all without deduction. The term "gross receipts" shall not include any sales taxes imposed by any governmental entity and collected by Concessionaire.

## 16. RATES, CHARGES AND QUALITY OF GOODS AND SERVICES

Concessionaire shall staff, operate, manage, and provide all goods, services, and facilities offered in a first-class manner and comparable to other high-quality marina operations providing similar facilities and services. State reserves the right to prohibit or modify the sale or rental of any item, accommodation, or service for public safety and/or to ensure that the public receives, in the State's view, fair pricing, proper service, and appropriate quality. State reserves the right to prohibit the sale or use of non-recyclable containers or plastics.

Any increased rates or charges to park visitors proposed by Concessionaire following contract approval shall be submitted in writing to the District Superintendent for the State's approval. The State's decision shall be timely within 60 days following the request and explain the basis for the decision. The District Superintendent shall approve rates and charges that the District Superintendent determines to be reasonable and appropriate. The reasonableness and appropriateness of rates and charges shall consider those rates and charges for facilities, goods and services of comparable character under similar conditions, CPI adjustments since the last rate change, and any added value to the park visitor experience. Rate increases shall not be imposed retroactively.

A competent person shall be on the premises at all times while the concession is in operation. If the on-site manager is other than the Concessionaire, State reserves the right to approve such manager.

## 17. PERFORMANCE EVALUATIONS AND INSPECTION

As part of its administration of this contract, State will conduct periodic inspections of concession facilities, equipment, services, and programs and prepare written performance evaluations based upon its observations. A "Concessionaire Performance Rating" (DPR Form 531) attached hereto as **Exhibit I,** or other similar format(s) as may be adopted by the State will be utilized for evaluation purposes. State further reserves the right of ingress and egress without notice to inspect concession operations for the purposes of evaluating Concessionaire's performance of the terms and conditions of this contract; to inspect, investigate, and/or survey the Premises; and to do any work thereon of any nature necessary for preservation, maintenance, and operation of the State Park System. Concessionaire agrees to cooperate with State in all respects related to the implementation of State's Concession Performance Evaluation program and with State's activities on the Premises. State shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of State's entry in the Premises as provided herein, except damage resulting from the active negligence or willful misconduct of State or its authorized representatives.

## 18. HOLD HARMLESS AGREEMENT

Concessionaire hereby waives all claims and recourse against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this contract, except claims arising from, and to the extent of, the sole gross negligence or willful misconduct of the State, its officers, agents, or employees. Concessionaire shall protect, indemnify, hold harmless, and defend State, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, attorneys fees, expert costs and fees, or liability costs arising out of the development, construction, operation, or maintenance of

the Premises property described herein and compliance with all laws, including but not limited to the Americans With Disabilities Act of 1990 as provided for herein, except for liability arising out of, and to the extent of, the sole gross negligence or willful misconduct of State, its officers, agents, or employees or other wrongful acts for which the State is found liable by a court of competent jurisdiction.

## 19. TAXES

A. By signing this contract, Concessionaire acknowledges that occupancy interest and rights to do business on state property being offered Concessionaire by this contract may create a possessory interest as that term is defined in Revenue and Taxation Code Section 107.6, which possessory interest may subject Concessionaire to liability for the payment of property taxes levied on such possessory interest.

B. Concessionaire agrees to pay all lawful taxes, assessments, or charges that at any time may be levied by the State, County, City, or any tax or assessment levying body upon any interest in or created by this contract, or any possessory right that Concessionaire may have in or to the premises covered hereby, or the improvements thereon by reason of Concessionaire's use or occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by Concessionaire in or about the Premises.

## 20. MODIFICATIONS, ADDITIONS, TITLE TO IMPROVEMENTS

In the event that Concessionaire desires to make modifications, improvements, or additions to the Premises or any part of the Premises, including changes to structural design, required accessibility barrier removal work, landscape design, or interior or exterior fixtures, design, and/or furnishings, (collectively "Alteration(s)"), the approval in writing of State shall be obtained prior to the commencement of any Alterations. State shall dictate the plan approval process.

Once any Alteration has been approved by State and the work has begun, Concessionaire shall, with reasonable diligence, prosecute to completion all approved

Alterations. All work shall be performed in a good and workmanlike manner, shall substantially comply with plans and specifications submitted to State as required herein, and shall comply with all applicable governmental permits, laws, ordinances, and regulations. It shall be the responsibility of Concessionaire, at its own cost and expense, to obtain all licenses, permits, and other approvals necessary for the construction of approved Alterations.

Title to all Alterations and improvements existing or hereafter erected on the Premises, regardless of who constructs such improvements, shall immediately become State's property and, at the end of the Term, shall remain on the Premises without compensation to Concessionaire. Concessionaire agrees never to assail, contest, or resist title to the Alterations and improvements. The foregoing notwithstanding, State may elect, by notice to Concessionaire, that Concessionaire must remove any Alterations that are peculiar to Concessionaire's use of the Premises and are not normally required or used by State and/or future occupants of the Premises. In this event, Concessionaire shall bear the cost of restoring the Premises to its condition prior to the installment of the Alterations.

## 21. PERSONAL PROPERTY

Except to the extent covered by Section 20, MODIFICATIONS, ADDITIONS, TITLE TO IMPROVEMENTS, title to all personal property provided by Concessionaire shall remain in Concessionaire. For purposes of this contract, all marina floating facilities including docks; retail space; office space; floating public restroom, sewer pump-out; courtesy dock; necessary connector floats and ramps; and marina cable and anchoring systems shall be considered personal property and will vest with the concessionaire at the end of the contract. Title to all real property improvements will vest with the State at the end of the contract term. Concessionaire shall not attach any personal property to any building without first obtaining State's written approval. Unless approved in writing by State, all property attached to real property will be considered a real property improvement and shall become property of State at the time this contract is terminated.

At the end of the contract term, Concessionaire shall have sixty (60) days from the date of the new contract to reach an agreement regarding the disposition of any and/or all marina personal property. In the event an agreement cannot be reached, Concessionaire shall have an additional sixty (60) days to remove all personal property from the Premises.

## 22. HOUSEKEEPING, MAINTENANCE, REPAIR AND REMOVAL

During the term of this contract at Concessionaire's own cost and expense, Concessionaire shall maintain and operate the Premises including personal property, equipment, and areas in, on, and adjacent to the marina parking lot, all marina facilities, and all areas from the high water mark to the low water mark, in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or obstructions of any kind. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions.

A. Housekeeping: Housekeeping activities are defined as all those activities concerned with keeping facilities clean, neat, and orderly, and includes, but is not limited to, mowing, raking, sweeping, vacuuming, mopping, stripping, waxing, dusting, wiping, washing, hosing, and other general care or cleaning of interior and exterior floors, walls, ceilings, doors, windows, facility fixtures, and all adjacent grounds and walks. Concession housekeeping shall conform to California State Park standards.

B. Maintenance and Repairs: Concessionaire shall maintain all concession facilities and personal property and equipment on the Premises in good condition and repair at Concessionaire's sole cost and expense at all times during the term of this contract. Such maintenance shall conform to State Park standards. For the purposes of this contract, the term "maintenance" is defined as all repair and preservation work necessary to maintain concession facilities and personal property and equipment in a good state of repair, as well as to preserve them for their intended purpose for an optimum useful life.

Pest inspections shall be performed regularly. Concessionaire will remedy all pest infestations in a timely manner. Concessionaire shall provide to State

copies of all pest inspection reports or other professional assessments of the condition of the facilities.

Should Concessionaire fail, neglect, or refuse to undertake and complete any required maintenance, State shall have the right to perform such maintenance or repairs for Concessionaire. In this event, Concessionaire shall promptly reimburse State for the cost thereof provided that State shall first give Concessionaire ten (10) days written notice of its intention to perform such maintenance or repairs. State shall not be obligated to make any repairs to or maintain any improvements on the Premises. Concessionaire hereby expressly waives the right to make repairs at the expense of State and the benefit of the provisions of Sections 1941 and 1942 of the Civil Code of the State of California relating thereto if any there be. State has made no representations respecting the condition of the Premises, except as specifically set forth in this contract.

C. Cable System Inspection: In an effort to ensure the marina cable system is maintained in good condition, Concessionaire, at its own expense, shall have an independent inspection of the cable system performed a minimum of every five (5) years by a marine certified business, with a minimum of three (3) years experience, licensed in the State of California and capable of installing, repairing, and inspecting mooring systems. A copy of the inspection report shall be provided to the District Superintendent.

D. Sewage Pump-Out Inspection: In an effort to insure all sewage pump-out facilities are maintained in a good and sanitary condition, Concessionaire, at its own expense, shall have an annual inspection of each sewage pump-out station by the Regional Water Quality Control Board and a copy of the inspection report shall be provided to the District Superintendent.

D. Removal and Restoration. At the expiration or sooner termination of this contract, Concessionaire at its own expense shall remove all personal property brought onto the Premises by Concessionaire. Concessionaire, at Concessionaire's expense, shall restore and repair the Premises, and any of Concessionaire's improvements or fixtures remaining thereon, to a good, clean,

safe, and fit condition, reasonable wear and tear excepted, and shall completely remedy all injuries to the Premises.

At the end of the contract term, Concessionaire shall have sixty (60) days from the date of the new contract to reach an agreement regarding the disposition of any and/or all marina personal property. In the event an agreement cannot be reached, Concessionaire shall have an additional sixty (60) days to remove all personal property from the Premises.

## 23. UTILITIES AND SERVICES

Concessionaire shall be responsible for all costs associated with the installation and provision of all utilities necessary to and used in connection with the Premises, including but not limited to sewage disposal. When installing facilities, no trees shall be trimmed or cut without permission of State. Removal and disposal of all rubbish, refuse, and garbage resulting from concession's operations shall be the Concessionaire's responsibility and shall be disposed of outside the park unit and in accordance with applicable laws and local ordinances. All trash containers and/or trash bins shall be adequately screened to the satisfaction of State.

## 24. RESOURCE CONSERVATION

A. Environmental Conservation Program: Concessionaire shall set a positive example in waste management and environmental awareness that shall lead to preservation of the resources of the State. Accordingly, Concessionaire shall prepare and execute a program, subject to the prior written approval of the State, designed to reduce environmental impacts that result from concession operations. This program shall address, but not be limited to: solid waste management, including reduction, reuse and recycling; water and energy conservation, pest management, grease removal and disposal, hazardous materials handling and storage, and air quality. Specifically, the program must include the following:

1) Recycling and Beverage Container Programs: The Concessionaire shall implement a source reduction and recycling program designed to

minimize concession and patron use of disposable products, per Public Contract Codes Sections 12161 and 12200 et seq. Reusable and recyclable products are preferred over "throwaways". Where disposable products are needed, products that have the least impact on the environment will be selected. No Styrofoam containers or other non-biodegradable containers are to be used or sold by Concessionaire. The use of "post-consumer" recycled products is encouraged wherever possible.

The Concessionaire shall participate in the California beverage container redemption/recycling program. Products to be recycled include, but are not limited to, paper, newsprint, cardboard, bimetal, plastics, aluminum and glass. At the start of each contract year, Concessionaire and State shall review items sold, and containers or utensils used or dispensed by Concessionaire, and, whenever possible, eliminate the use of non-returnable or non-recyclable containers or plastics.

2) Water and Energy Conservation: The Concessionaire shall implement water and energy conservation measures. As new technologies are developed, Concessionaire shall explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, and/or reduced impacts on the environment.

3) Erosion Control/Water Quality/Environmental Sensitivity: The Concessionaire shall comply with all requirements set forth by various oversight agencies that have jurisdiction and oversight authority relating to the Premises and surrounding properties, including, but not limited to, erosion control, water quality and environmental sensitivity standards.

B. Resource Management and Preservation: Concessionaire shall comply with State's resource management and preservation mandates in the conduct of all activities that impact cultural, natural, or scenic resources. These mandates include the Public Resources Code Sections 5024 and 5097 et seq. the

Department's Resource Management Directives and the Secretary of the Interior's Guidelines for Historic Preservation.

C. Air and Water Pollution Violation: Under State laws, Concessionaire shall not be (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

## 25. HAZARDOUS SUBSTANCES

A. Use of Premises: On the Premises, Concessionaire shall not:

1) Keep, store, or sell any goods, merchandise, or materials that are in any way explosive or hazardous;

2) Carry-on any offensive or dangerous trade, business, or occupation;

3) Use or operate any machinery or apparatus that shall injure the premises or adjacent buildings in any way; or

4) Do anything other than is provided for in this contract.

5) Nothing in this Section shall preclude Concessionaire from bringing, keeping, or using on or about said premises such materials, supplies, equipment, and machinery as is appropriate or customary in carrying-on Concessionaire's business.

6) Gasoline, oil, and other materials considered under law or otherwise to be hazardous to public health and safety shall be stored, handled, and dispensed as required by present or future regulations and laws.

B. Storage of Hazardous Materials: Concessionaire shall comply with all applicable laws and best practices pertaining to the use, storage, transportation, and disposal of hazardous substances. Concessionaire shall protect, indemnify, defend, and hold harmless the State or any of its affiliates, successors,

principals, employees, or agents against any liability, cost, or expense, including attorney's fees and court costs, arising from illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, by Concessionaire. Where Concessionaire is found to be in breach of this provision due to the issuance of a government order directing Concessionaire to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by Concessionaire or any person acting under Concessionaire's direct control or authority, Concessionaire shall be responsible for all cost and expense of complying with such order, including any and all expenses imposed on or incurred by the State in connection with or in response to such government order. Notwithstanding the foregoing, in the event a government order is issued naming Concessionaire, or Concessionaire incurs any liability during or after the term of the contract in connection with contamination that preexisted the Concessionaire's obligations and occupancy under this contract or prior contracts, or that were not directly caused by Concessionaire, the State shall be solely responsible as between Concessionaire and the State for all expenses and efforts in connection therewith, and State shall reimburse Concessionaire for all reasonable expenses actually incurred by Concessionaire therewith.

In addition, the Concessionaire will not be held responsible or financially liable for underground storage tanks or other contaminants that existed prior to Concessionaire's occupancy. Specific responsibility for hazardous waste issues existing prior to Concessionaire's possession of Premises are not the responsibility of the Concessionaire.

C. Certification: Upon termination of this contract, when requested by State, Concessionaire shall provide certification prepared by a Certified Industrial Hygienist that there is no hazardous waste contamination and/or damage to the Premises.

D. Pest Control Activities: All pest control activities, chemical and non-chemical, shall be approved by the State prior to action by the Concessionaire. Concessionaire, or the pest control business acting on behalf of Concessionaire,

shall submit a DPR 191, "Pest Control Recommendation" (or equivalent) to the State for approval. The State has fourteen (14) days to approve or deny the request. Such approval shall be solely for compliance with State's policies and in no way shall relieve Concessionaire or its contractors, employees, agents or representatives from compliance with all laws and regulations concerning such activities and from carrying out the work in a workmanlike manner.

Concessionaire, or the pest control business acting on behalf of Concessionaire, shall submit a report of completed work for each pest management action to the State no later than seven (7) days after performance of the work. The report may be submitted on a DPR 191, "Pest Control Recommendation" (or equivalent information).

## 26. EQUIPMENT

Concessionaire, at Concessionaire's own expense, shall completely equip the concession improvements described herein and shall keep the same equipped in a safe and first-class manner throughout the term of this contract.

## 27. SIGNS AND ADVERTISING

No signs, logos, names, placards, or advertising matter shall be inscribed, painted, or affixed upon Premises, circulated, or published, including electronically or on the internet, without prior written consent of the State and only consistent with the purposes of the contract.

## 28. PHOTOGRAPHY

State may grant permits to persons or corporations engaged in the production of still and motion pictures and related activities for the use of the Premises for such purposes when such permission shall not interfere with the primary business of Concessionaire. Such permits shall not be deemed to be a competitive activity with regard to Concessionaire's rights to possession and operation under this contract.

## 29. INTELLECTUAL PROPERTY RIGHTS

Any names, logos, and/or trademarks developed during and/or pursuant to this contract that will in any way associate with, identify, or implicate an affiliation with California State Parks shall be approved by State, but, whether or not so approved, shall be deemed to have been developed pursuant to this contract and licensed hereunder to Concessionaire for the term of this contract only; shall belong to State upon creation; and shall continue in State's exclusive ownership upon termination of this contract, and all goodwill and other rights in said marks shall inure to the benefit of the State as the mark owner. Further, any original works of authorship in which copyright resides, and any other proprietary rights, including without limitation trade secrets and know-how, which are developed during and/or pursuant to this contract, shall be deemed to be works made for hire in consideration of Concessionaire's rights and benefits hereunder, or alternatively Concessionaire agrees to assign such copyrights to the State, and shall be owned by the State; shall belong to State upon creation; and shall continue in State's exclusive ownership upon termination of this contract. These works shall include, but are not limited to, all drawings, designs, reports, specifications, notes, and other work developed in the performance of this contract. Further, Concessionaire shall deliver to the State upon request the disk or tape that contains the design or other such files containing such information, and shall specify the supplier of the software and hardware necessary to use the files of any work that is performed with the assistance of Computer Aided Design and Drafting Technology. Concessionaire intends and agrees to assign to State all right, title, and interest in and to such materials, as well as all related copyrights and other proprietary rights therein, unless otherwise agreed to in writing.

Concessionaire warrants that it has the full right, power, and authority over and is the sole exclusive owner of all tangible and intangible property deliverable to State in connection with this contract and that title to such materials conveyed to State shall be delivered free and clear of all claims, liens, charges, judgments, settlement, encumbrances, or security interests.

Concessionaire agrees not to incorporate into or make any deliverables dependent upon any original works of authorship or Intellectual Property Rights of third

parties without first (i) obtaining State's prior written permission, and (ii) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license to use, reproduce, sell, modify, publicly and privately perform, publicly and privately display and distribute any such prior works for any purpose whatsoever.

Concessionaire further warrants that all deliverables do not infringe or violate any patent, copyright, trademark, trade secret, or any other intellectual property rights of any person, entity, or organization. Concessionaire agrees to execute any documents reasonably requested by State in connection with securing State's registration of patent and/or copyrights, or any other statutory protection in such work product, including an assignment of copyright, in all deliverables. Concessionaire further agrees to incorporate these provisions into all of its contracts with architects, engineers, and other consultants or contractors.

Concessionaire, at its sole expense, shall hold harmless, protect, defend, and indemnify State against any infringement action and/or dispute brought by a third party in connection with any deliverable hereunder. Concessionaire shall pay all costs, expenses, losses and damages, judgments and claims including reasonable attorney's fees, expert witness fees and other costs.

## 30. PARTICIPATION IN STATE PARK MARKETING PROGRAMS

Concessionaire acknowledges that the State has an established advertising and marketing program designed to promote additional revenue for the State and to deliver a consistent and positive image to the public, and Concessionaire agrees to participate in this program in the manner described below without compensation from the State for such cooperation.

A. Concessionaire agrees to honor all statewide graphic standards, licensing, and merchandising agreements entered into with corporate sponsors of the Department of Parks and Recreation.

B. Concessionaire agrees to place on the Premises any advertising that the State approves under this program. Any advertising approved by the State under this program will be placed at State's expense.

Concessionaire agrees to rent or sell, along with all other items of merchandise that are part of the Concessionaire's normal and customary inventory, any item of merchandise that the State approves under this program, provided that Concessionaire is authorized to sell or rent it under the terms of the contract, and the Concessionaire receives reasonable compensation for its sale.

## 31. DEFAULT BY CONCESSIONAIRE

A. Defaults: The occurrence of any one of the following shall constitute a default and breach of this contract by Concessionaire:

1) Failure to Pay Rent: Any failure of Concessionaire to timely pay any rent due or any other monetary sums required to be paid hereunder where such failure continues for a period of ten (10) consecutive days after such sums are due.

2) Absence from Premises: Any complete absence by Concessionaire or its agents and employees from the Premises for thirty (30) consecutive days or longer. The Premises shall be deemed abandoned after State has followed the procedures set forth in Civil Code Section 1951.3.

3) Nuisance: Should Concessionaire create or allow to be created a nuisance on the Premises, State upon giving written notice and 24 hours to cure, may declare an immediate event of default and enter upon and take possession and/or demand an assignment of the right to operate the Premises without notice to Concessionaire. Concessionaire shall immediately vacate the Premises and remove all personal property within thirty (30) days after State's declaration of default.

4) Failure to Observe Other Provisions: Any failure by Concessionaire to observe or perform another provision of this contract where such failure continues for twenty (20) consecutive days after written notice thereof by State to Concessionaire; this notice shall be deemed to be the notice required under California Code of Civil Procedure Section 1161. However, if the nature of Concessionaire's default is such that it cannot reasonably be cured within the twenty (20) day period, Concessionaire shall not be

deemed to be in default if it is determined at the sole discretion of State that Concessionaire has commenced such cure within the twenty (20) day period and thereafter continues to diligently prosecute such cure to completion to the satisfaction of State.

5) Involuntary Assignments, Bankruptcy: State and Concessionaire agree that neither this contract nor any interest of Concessionaire hereunder in the Premises shall be subject to involuntary assignment or transfer by operation of law in any manner whatsoever, including, without limitation, the following: (a) transfer by testacy or intestacy; (b) assignments or arrangements for the benefit of creditors; (c) levy of a writ of attachment or execution on this contract; (d) the appointment of a receiver with the authority to take possession of the Premises in any proceeding or action in which Concessionaire is a party; or (e) the filing by or against Concessionaire of a petition to have Concessionaire adjudged a bankrupt, or of a petition for reorganization or arrangement under any law relating to bankruptcy. Any such involuntary assignment or transfer by operation of law shall constitute a default by Concessionaire and State shall have the right to elect to take immediate possession of the Premises, to terminate this contract and/or invoke other appropriate remedies as set forth below, in which case this contract shall not be treated as an asset of Concessionaire.

B. Notices of Default: Notices of default shall specify the alleged default and the applicable contract provision and shall demand that Concessionaire perform the provisions of this contract within the applicable time period or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this contract unless State specifically so states in the notice.

## 32. STATE'S REMEDIES

In the event of default by Concessionaire, State shall have the following remedies. These remedies are not exclusive; they are cumulative and are in addition to any other right or remedy of State at law or in equity.

A. Collection of Rent: In any case where State has a cause of action for damages, State shall have the privilege of splitting the cause to permit the institution of a separate suit for rent due hereunder, and neither institution of any suit, nor the subsequent entry of judgment shall bar State from bringing another suit for rent; it being the purpose of this provision to provide that the forbearance on the part of State in any suit or entry of judgment for any part of the rent reserved under this contract, to sue for, or to include in, any suit and judgment the rent then due, shall not serve as defense against, nor prejudice a subsequent action for, rent or other obligations due under the contract. The claims for rent may be regarded by State, if it so elects, as separate claims capable of being assigned separately.

B. Maintain Contract in Effect: The State has the remedy described in California Civil Code 1951.4 (lessor may continue lease in effect after lessee's breach or abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations). The following do not constitute a termination of the Concessionaire's right to possession: (1) Acts of maintenance or preservation or efforts to relet the Premises; (2) The appointment of a receiver upon initiative of the State to protect State's interests under the contract; (3) Withholding consent to a subletting or assignment so long as such consent is not unreasonably withheld.

C. Continued Performance: At State's option, Concessionaire shall continue with its responsibilities under this contract during any dispute.

D. Termination of Concessionaire's Right to Possession: Upon an event of default, State may terminate Concessionaire's right to possession of the Premises at any time by written notice to Concessionaire. In the absence of such written notice from State, no act by State, including, but not limited to, acts of maintenance, efforts to relet and/or assign rights to possession of the Premises, or the appointment of a receiver on State's initiative to protect State's interest under this contract shall constitute an acceptance of Concessionaire's surrender of the Premises, or constitute a termination of this contract or of

Concessionaire's right to possession of the Premises. Upon such termination, State has the right to recover from Concessionaire:

1) the worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this contract;

2) the worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this contract until the time of the award exceeds the amount of loss of rent that Concessionaire proves could have reasonably been avoided;

3) the worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of the loss of rent that Concessionaire proves could have been reasonably avoided; and

4) any other amount necessary to compensate State for all the detriment proximately caused by Concessionaire's failure to perform its obligations under this contract, which, without limiting the generality of the foregoing, includes any cost and expenses incurred by the State in recovering possession of the Premises, in maintaining or preserving the Premises after such default, in preparing the Premises for a new concessionaire, in making any repairs or alterations to the Premises necessary for a new concessionaire, in making any repairs or alterations to the Premises, and costs of clearing State's title of any interest of Concessionaire, commissions, attorneys' fees, architects' fees, and any other costs necessary or appropriate to make the Premises operational by a new concessionaire.

"The worth, at the time of the award," as used herein above shall be computed by allowing interest at the lesser of a rate of ten percent (10%) per annum.

E. Assignment at State's Direction: In the event of a default by Concessionaire, when cure is not received and acknowledged by State after having provided notice of the breach as provided herein above, Concessionaire shall, in addition to the damages provided for herein, be obligated to assign all

rights to occupy, possess, and operate on and in the Premises to State's designee within thirty (30) days of receipt of written demand by State. Concessionaire shall further remove itself and its personal property from the Premises within the same time frame. Concessionaire agrees to execute all documents necessary to effectuate and implement this provision. Upon such assignment, all rights of Concessionaire under the contract shall transfer to the assignee.

Any designated assignee, as provided for herein, shall take and operate the concession under the same terms and conditions as those set forth herein, except for requirements that have already been performed and are no longer applicable. However, Concessionaire shall not be relieved of obligations incurred. An assignment of the contract pursuant to the terms hereof shall not cause the contract to terminate and shall not work a merger.

F. Receiver: If Concessionaire is in default of this contract, State shall have the right to have a receiver appointed to collect rent and conduct Concessionaire's business or to avail itself of any other pre-judgment remedy. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by State to terminate this contract.

G. Right to Cure Concessionaire's Default: At any time after Concessionaire commits a default, State can cure the default at Concessionaire's cost. If State, at any time by reason of Concessionaire's default, pays any sum or does any act that requires the payment of any sum, the sum paid by State shall be due immediately from Concessionaire to State, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by State until State is reimbursed by Concessionaire. Any such sum shall be due as additional rent.

H. Personal Property of Concessionaire: In the event any personal property or trade fixtures of Concessionaire remain at the Premises after State has regained possession or after an assignment is accomplished, that property or those fixtures shall be dealt with in accordance with the provisions for Surrender of the Premises provided below.

1) State's Obligations After Default: State shall be under no obligation to observe or perform any covenant of this contract on its part to be observed or performed that accrues after the date of any default by Concessionaire. Such nonperformance by State shall not constitute a termination of Concessionaire's right to possession nor a constructive eviction.

2) No Right of Redemption: Concessionaire hereby waives its rights under California Code of Civil Procedure Sections 1174 and 1179 or any present or future law that allows Concessionaire any right of redemption or relief from forfeiture in the event State takes possession of the Premises by reason of any default by Concessionaire.

3) Other Relief: All monetary obligations of the Concessionaire of any kind shall be considered rent. State shall have such rights and remedies for failure to pay such monetary obligations as State would have if Concessionaire failed to pay rent due. The remedies provided in this contract are in addition to any other remedies available to State at law, in equity, by statute, or otherwise.

4) No Buy-out: In accordance with Public Resources Code Section 5080.18 (h), where the contract has been terminated due to a breach on the part of the Concessionaire under any terms of this contract the State shall not be obligated to purchase any improvements made by Concessionaire or to pay the Concessionaire for said improvements before or after taking possession of the Premises.

## 33. DEFAULT BY STATE

State shall not be in default of the performance of any obligation required of it under this contract unless and until it has failed to perform such obligation for more than thirty (30) days after written notice by Concessionaire to State specifying the alleged default and the applicable contract provision giving rise to the obligation. However, if the nature of State's obligation is such that more than thirty (30) days is required for its performance, then State shall not be deemed in default if it shall commence

performance within such 30-day period and thereafter diligently prosecute the same to completion.

## 34. STATE BUY-OUT PROVISIONS

Notwithstanding any other provision in this contract and in addition to any other remedy available to State, upon twelve (12) months written notice, State shall have the option to terminate the contract and to pay Concessionaire the then depreciated cost of the facilities placed, created, or developed by Concessionaire on the Premises.

It is expressly understood that this section does not apply to the situation where the State may terminate this contract for any breach on the part of the Concessionaire under Section 31, "Default By Concessionaire", or where the contract is terminated at Concessionaire's request. Where there has been a breach on the part of the Concessionaire, under any terms of this contract, the State shall not be obligated to pay the Concessionaire before or after taking possession of the Premises.

In the event of breach, bankruptcy, insolvency, abandonment, or the contract is determined at Concessionaire's request, the buy-out provisions contained herein are not to be considered as an obligation of the State.
For the purposes of this section, such facilities shall be deemed to be the structures Concessionaire is expressly required to construct, create, or develop under Section 12, "Construction and Completion of Improvements", or later adds, including all real property improvements and Concessionaire's personal property as specified by State, which may include, but is not limited to docks; retail space; office space; fueling stations; floating public restroom, sewer pump-outs; courtesy dock; necessary connector floats and ramps; and marina cabling and anchoring systems. The cost of such facilities for the purposes of this section shall be those values established under Section 12(F), "Construction and Completion of Improvements", above.

Under this section, if contract is terminated during the first twenty-five (25) years, the amount to be paid as the then depreciated cost of the facilities shall be

based on a six percent (6%), thirty (30) year capital recovery schedule, which shall provide eight thousand four hundred dollars ($8,400) for each one hundred thousand dollars ($100,000) of beginning cost, multiplied by the remaining years of the contract. In the event State exercises the buy-out provision during the last five (5) years of the contract, buy-out shall be at fair market value as agreed upon by both parties. Should parties be unable to reach an agreement on fair market value, the fair market value shall be determined by hearing before the State of California, Office of Administrative Hearings ("OAH") and pursuant to the Administrative Procedures Act, California Government Code Section 11370 et seq. The decision of OAH shall be final and conclusive on the parties. Each party shall bear its own expenses and shall share equally in the fees and expenses of OAH for such hearing.

In the event there is an assignment of this contract for security and as consented to by State, then any payments made pursuant to this section shall be used to satisfy such assignee to the extent of assignee's interest.
This section shall only be operative when funds required by State for such buy-out are lawfully available to State, either through appropriation by the Legislature and through the normal budgeting processes of the State or otherwise.

## 35. SURRENDER OF THE PREMISES; HOLDING OVER

A. Surrender: On expiration or within thirty (30) days after earlier termination of the contract, Concessionaire shall surrender the Premises to State with all fixtures, improvements, and Alterations in good condition, except for fixtures, improvements, and Alterations that Concessionaire is obligated to remove. Concessionaire shall remove all of its personal property and shall perform all restoration required by the terms of this contract within the above stated time unless otherwise agreed to in writing.

1) Personal Property: All of Concessionaire's personal property remaining on the Premises beyond such time specified in this Section shall be dealt with in accordance with California Code of Civil Procedure Section 1174 and California Civil Code Sections 1980, or such other laws

as may be enacted regarding the disposition of Concessionaires' property remaining at the Premises. Concessionaire waives all claims against State for any damage to Concessionaire resulting from State's retention or disposition of Concessionaire's personal property. Concessionaire shall be liable to State for State's costs in storing, removing, and disposing of Concessionaire's personal property or trade fixtures.

2) Failure to Surrender. If Concessionaire fails to surrender the Premises to State on the expiration, assignment, or within thirty (30) days after earlier termination of the term as required by this Section, Concessionaire shall hold State harmless for all damages resulting from Concessionaire's failure to surrender the Premises.

B. Holding Over: After the expiration or earlier termination of the term and if Concessionaire remains in possession of the Premises with State's express consent, such possession by Concessionaire shall be deemed to be a temporary tenancy terminable on thirty (30) days written notice given at any time by either party. During such temporary tenancy, the Minimum Rent shall be increased by Consumer Price Index adjustments required by this contract in accordance with Section 5, "Rent", unless otherwise agreed to in writing by State. Concessionaire shall pay such rent and all other sums required to be paid hereunder monthly on or before the fifteenth day of each month. All other provisions of this contract except those pertaining to the term shall apply to the month-to-month tenancy.

## 36. NO RECORDATION; QUITCLAIM

A. No Recordation: This contract shall not be recorded.

B. Quitclaim: Concessionaire shall execute and deliver to State on the expiration or termination of this contract immediately on State's request, a quitclaim deed to the Premises and the rights arising hereunder, in recordable form or such other document as may be necessary, to remove any claim of interest of Concessionaire in and to all property belonging to the State. Should Concessionaire fail or refuse to deliver to State a quitclaim deed or other documents as aforesaid, a written notice by State reciting the failure of the

Concessionaire to execute and deliver said quitclaim deed as herein provided, shall after ten (10) days from the date of recordation of said notice be conclusive evidence against the Concessionaire and all persons claiming under Concessionaire of the termination of this contract.

## 37. ATTORNEYS FEES

Concessionaire shall reimburse the State on demand for all reasonable attorney fees (including attorneys fees incurred in any bankruptcy or administrative proceeding or in any appeal) and expenses incurred by State as a result of a breach or default under this contract. If Concessionaire becomes the prevailing party in any legal action brought by State, Concessionaire shall be entitled to recover reasonable attorney fees and expenses incurred by Concessionaire and need not reimburse the State for any attorney fees and expenses incurred by the State.

## 38. EXPATRIATE CORPORATIONS

Concessionaire hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State.

## 39. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES

Concessionaire shall comply with all applicable laws, rules, regulations, and orders existing during the term of this contract, including obtaining and maintaining all necessary permits and licenses. Concessionaire acknowledges and warrants that it is or will make itself through its responsible concession managers, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the concession facilities, including but not limited to the Oroville Facilities Federal Energy Regulatory Commission (FERC) Relicensing Project No. 2100 and laws affecting health and safety, hazardous materials, pest control activities, historic preservation, environmental impacts, and State building codes and regulations.

## 40. NONDISCRIMINATION

During the performance of this contract, Concessionaire and its employees shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or any member of the public because of sex, sexual orientation, race, color, religious creed, marital status, need for family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, need for pregnancy disability leave, or need for reasonable accommodation. Concessionaire shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

For contracts over $100,000 executed or amended after January 1, 2007, the Concessionaire certifies compliance with Public Contract Code Section 10295.3 concerning domestic partners.

Further, as part of compliance with the foregoing, Concessionaire and Concessionaire's employees shall not discriminate by refusing to furnish any person any accommodation, facility, service, or privilege offered to or enjoyed by the general public. Nor shall Concessionaire or Concessionaire's employees publicize the accommodation, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any such person.

Concessionaire shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a)-(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (California Code of Regulations, title 2, Section 7285.0 et seq.). Concessionaire shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Concessionaire shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under and/or in connection with this contract.

In the event of violation of this Section, the State will have the right to terminate this contract, and any loss of revenue sustained by the State by reason thereof shall be borne and paid for by the Concessionaire.

## 41. DISABILITIES ACCESS LAWS

Without limiting Concessionaire's responsibility under this contract for compliance with all laws, with regard to all operations and activities that are the responsibility of Concessionaire under this contract, Concessionaire shall be solely responsible for complying with the requirements of the Americans With Disabilities Act of 1990 ("ADA") [Public Law 101-336, commencing at Section 12101 of Title 42, United States Code (and including Titles I, II, and III of that law)], the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws.

With regard to facilities for which Concessionaire is responsible for operation, maintenance, construction, restoration, or renovation under this contract, Concessionaire also shall be responsible for compliance with Government Code Section 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code Section 7250, et seq., Facilities for Handicapped Persons, and any other applicable laws. Written approval from State is required prior to implementation of any plans to comply with accessibility requirements.

## 42. DRUG-FREE WORKPLACE

Concessionaire agrees to comply with Government Code Section 8355 in matters relating to the provision of a drug-free workplace. This compliance is evidenced by the executed Standard Form 21 entitled "Drug-Free Workplace Certification", **Exhibit J,** attached hereto and made a part of the contract.

## 43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

The Concessionaire, by signing this contract, does hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Concessionaire within the two-year period immediately preceding the date of this contract because of Concessionaire's failure to

comply with a Federal Court order that Concessionaire shall comply with an order of the National Labor Relations Board.

## 44. CHILD SUPPORT COMPLIANCE ACT

In the event the annual gross income generated as a result of this contract shall exceed One Hundred Thousand Dollars ($100,000.00), Concessionaire acknowledges that:

A. The Concessionaire recognizes the importance of child and family support relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as obligations and shall comply with all applicable state and federal laws provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Concessionaire to the best of its knowledge is complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## 45. CONFLICT OF INTEREST

Concessionaire warrants and covenants that no official, employee in the state civil service, other appointed state official, or any person associated with same by blood, adoption, marriage, cohabitation, and/or business relationship: (a) has been employed or retained to solicit or aid in the procuring of this contract; (b) will be employed in the performance of this contract without the immediate divulgence of such fact to State. In the event State determines that the employment of any such official, employee, associated person, or business entity is not compatible, Concessionaire shall terminate such employment immediately. For breaches or violation of this Section, State shall have the right both to annul this contract without liability and, in its discretion, recover from the Concessionaire the full amount of any compensation paid to such official, employee, or business entity.

## 46. WAIVER OF CLAIMS

The Concessionaire hereby waives any claim against the State of California, its officers, agents, or employees for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this contract null, void, or voidable, or delaying the same or any part thereof from being carried out.

## 47. WAIVER OF CONTRACT TERMS

Unless otherwise provided by this contract, no waiver by either party at any time of any of the terms, conditions, or covenants of this contract shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the State to re-enter the Premises or to exercise any right, power, privilege, or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such breach or a relinquishment of any right or acquiescence therein. No notice to the Concessionaire shall be required to restore or revive time as of the essence after the waiver by the State of any breach. No option, right, power, remedy, or privilege of the State shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the State by this contract shall be deemed cumulative.

## 48. INTERPRETATION OF CONTRACT

This contract is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

## 49. DURATION OF PUBLIC FACILITIES

By entering into this contract, State makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the continuation of State ownership thereof, nor does the State guarantee the accuracy of any financial or other factual representation that may be made regarding this concession.

## 50. TIME OF ESSENCE

Time shall be of the essence in the performance of this contract.

## 51. EMINENT DOMAIN

If, during the term of this contract, any property described herein or hereinafter added hereto is taken in eminent domain, the entire award shall be paid to State.

## 52. TEMPORARY TENANCY

This tenancy is of a temporary nature and the parties to this contract agree that no Relocation Payment or Relocation Advisory Assistance will be sought or provided in any form as a consequence of this tenancy.

## 53. SECTION TITLES

The Section titles in this contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this contract, or in any way affect this contract.

## 54. CONTRACT IN COUNTERPARTS

This contract may be executed in counterparts, each of which shall be deemed an original.

## 55. INDEPENDENT CONTRACTOR

In the performance of this contract, Concessionaire and the agents and employees of Concessionaire shall act in an independent capacity and not as officers or employees or agents of the State.

## 56. ASSIGNMENTS AND SUBCONCESSIONS

No transfer, assignment, or corporate sale or merger by the Concessionaire that affects this contract or any part thereof or interest therein directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer, assignment, or corporate merger or sale is first consented to in writing by State. Before State considers such

assignment, evidence must be given to State that the proposed assignee qualifies as a "best responsible bidder" under the terms of Section 5080.05 of the Public Resources Code or "best responsible person or entity submitting a proposal" under the terms of Section 5080.23 of the Public Resources Code and the Bid Prospectus or Request for Proposals under which this contract was awarded and executed. To be effective, any such assignment must comply with applicable law including, without limitation on generality, Public Resources Code Sections 5080.20 and 5080.23.

Portions of this concession may be operated through a subconcession agreement with prior written consent of State under the following conditions:

A. The subconcessionaire must be qualified.

B. The subconcessionaire's interest shall be subordinate and in all ways subject to the terms of this Contract.

C. Concessionaire's gross receipts shall include all receipts of the subconcessionaire.

## 57. MODIFICATION OF CONTRACT

This concession contract contains and embraces the entire agreement between the parties hereto and neither it, nor any part of it, may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by the State and the Concessionaire or their successors in interest.

An amendment is required to change the Concessionaire's name as listed in this contract upon receipt of legal documentation to support such change.

Notwithstanding any of the provisions of this contract, the parties may hereafter, by mutual consent expressed in writing, agree to modifications thereof, additions thereto, or terminations thereof, which are not forbidden by law. Such written modifications or additions to this contract shall not be effective until signed and acknowledged by the State and Concessionaire and approved in writing by the Department of General Services and the Attorney General of the State of California. The State shall have the right to grant reasonable extensions of time to Concessionaire for any purpose or for the performance of any obligation of Concessionaire hereunder.

## 58. UNENFORCEABLE PROVISION

In the event that any provision of this contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this contract have force and effect and shall not be effected thereby.

## 59. APPROVAL OF CONTRACT

This contract, amendments, modifications, or termination thereof shall not be effective until approved by Department of General Services and the Attorney General of the State of California.

## 60. STATE'S DISTRICT SUPERINTENDENT

For the purposes of this contract, the "District Superintendent" is the State representative responsible for the Premises. The District Superintendent is charged with the day-to-day administration of this contract and is the Concessionaire's initial contact with the State for information, contract performance, and other issues as might arise. The District Superintendent may delegate these responsibilities to a Sector or Park Superintendent or other individual.

**IN WITNESS WHEREOF**, the parties hereto warrant that they respectively have the requisite authority to enter this contract, binding the named parties for which they sign, and have executed this concession contract at the respective times set forth below.

**CONCESSIONAIRE:**
**Lake Oroville Marina, LLC**

Signed: John Schoppmann

Name: John Schoppmann

Title: Vice President

Date: 9/17/09

**STATE OF CALIFORNIA**
**DEPARTMENT OF PARKS & RECREATION**

Signed: Ruth Coleman

Name: Ruth Coleman

Title: Director

Date: 9/17/09

**APPROVED:**

**ATTORNEY GENERAL:**

Approved as to legal sufficiency in accordance with the requirements of Sections 5080.02-5080.21 of the Public Resources Code.

**EDMUND G. BROWN JR., Attorney General of the State of California**

By: J D Blair
Deputy Attorney General

Dated: 9/23/2009

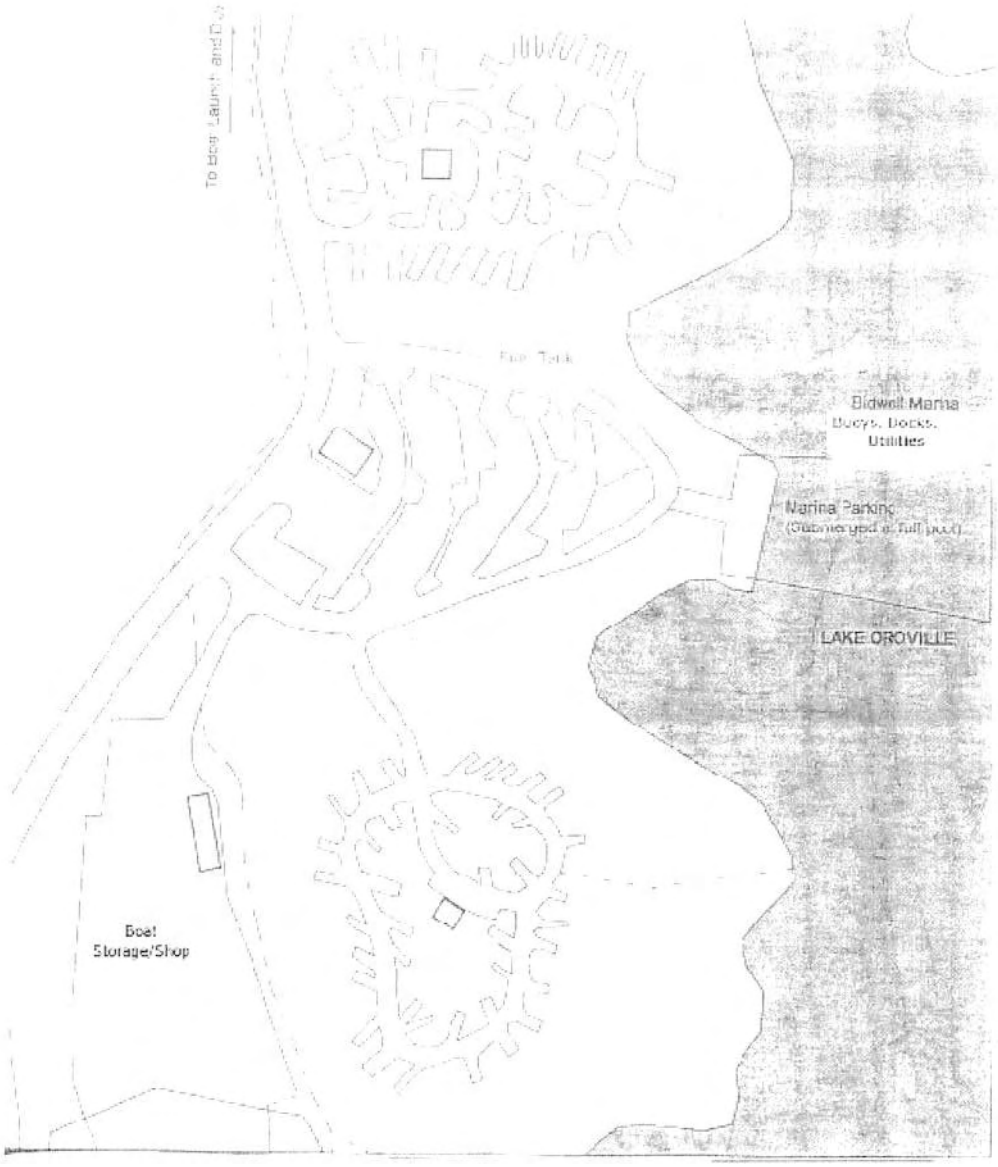
**APPROVED:**

**DEPARTMENT OF GENERAL SERVICES:**

APPROVED
OCT 15 2009
DEPT OF GENERAL SERVICES

K Yates

## EXHIBIT A – THE PREMISES



## EXHIBIT B - CONSUMER PRICE INDEX ADJUSTMENT FORMULA

Consumer Price Index (CPI) adjustments shall be based on changes in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for "All Urban Consumers, San Francisco/Los Angeles All Items, (1982-84=100)." Calculations shall employ the following formula:

| | | |
|---|---|---|
| "Base Index" = | | CPI Index published for the month preceding the commencement date of this contract. |
| "Base Rent" = | | Minimum rent during the first contract year. |
| "Year End Index" | = | CPI Index for the month preceding the start of the subject contract year. |

| | | | |
|---|---|---|---|
| **Step #1:** | $\frac{\text{"Year End Index" - "Base Index"}}{\text{"Base Index"}}$ | = | % Change |
| **Step #2:** | % Change x Base Rent | = | Adjustment |
| **Step #3:** | Base Rent + Adjustment | = | New Rent |

## EXHIBIT C – CONCESSIONAIRE'S OPERATION PLAN

The Operation Plan includes the following:

Organizational Structure.....58 pages
Interpretive Plan..... 3 pages
Customer Service Plan.....4 pages
Employee Staffing and Training Plan.....78 pages
Marketing and Advertising Plan.....8 pages
Community Involvement Plan.....5 pages
Products, Merchandise and Services Plan..... 8 pages
Prices and Pricing Policies.....7 pages
Conservation and Recycling Plan.....11 pages
Accessibility Plan.....14 pages
Healthy Foods Initiative.....1 page
Maintenance and Housekeeping Plan.....10 pages
Furnishings Plan.....4 pages

# ORGANIZATIONAL STRUCTURE

Lake Oroville Marina L.L.C. will provide staffing for visitor services as outlined by the State of California Department of Parks and Recreation in the respective Request for Proposal, and as outlined in this proposal. All staff will be employees of Lake Oroville Marina L.L.C. Managed by a general manager. Additional support will be obtained from Forever Resorts, L.L.C., The management company for all resort properties in the United States owned by Mr. Rex Maughan. This section of our proposal specifically addresses our organizational structure, job classifications, required job skills and qualifications, job descriptions, assignments and duties, and overall staffing processes. We have included in this section information on Forever Resorts and the services provided from this management company.

Our overall organizational structure is shown in the figure on the next page. Note that Mr. Maughan manages his resort properties in the United States through his management company, Forever Resorts, L.L.C. Mr. Maughan's other company, Forever Living Products International, Inc. provides some infrastructure support that is used by Lake Oroville Marina L.L.C. The general manager of Lake Oroville Marina L.L.C., a Certified Marina Manager, reports to the Regional Vice President of Operations, also a Certified Marina Manager. Mr. John Schoppmann, Executive Vice President of Forever Resorts, a Certified Marina Manager, provides direction to the Regional Vice President. Thus, all operational needs of the Lake Oroville Marina L.L.C General Manger can be quickly and fully provided within the management structured established by Mr. Maughan.

## Employment and Staffing

Forever Resorts, L.L.C. and Lake Oroville Marina L.L.C. are Equal Employment Opportunity employers. As such, they do not discriminate on the basis of a person's race, religion, color, sex, age, national origin, disability, or veteran status except when sex, age, or a particular physical capability is a bona fide occupational qualification. All decisions on employment are made to further the principle of equal employment. The following sections provide specific employment information on various topics. Please note that Forever Resorts offers great assistance in this process and has established policies and processes to assist each property, including Lake Oroville Marina L.L.C.

### Staffing Plan

Lake Oroville Marina L.L.C. has developed a staffing plan based on the services proposed for the new concession contract, and founded on our experiences as a concessioner on Lake Oroville. This staffing plan shows seasonal variations in winter, spring, summer and fall. We will dynamically adjust our staff to meet the specific needs of these seasonal periods, and we will evolve the staffing levels over the coming years, based on marina service expansions and customer growth. We anticipate a staffing level of approximately 50 persons during peak season, and as few as 25 in the off season. We do not anticipate any concerns with obtaining qualified employees at Lake Oroville Marina L.L.C. The marina is open every day of the year except Thanksgiving, Christmas, and New Year's Day.

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# Staffing Plan

## *BIDWELL CANYON MARINA*

| Dept. | Emp. # | Position | | Name | Status | | | PCN Categ. |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| *Administration* | | | | | | | | |
| | | General Manager | AD1 | | FT | | | IV |
| | | Assistant Manager | AD2 | | FT | | | IV |
| | | Office Manager | AD3 | | FT | | | II |
| | | Accounting Clerk | AD4 | | FT | | | I |
| | | Accounting Clerk | AD5 | | FTS | | | I |
| | | Office Clerk | AD6 | | PT | | | I |
| | | Office clerk | AD7 | | FT | | | I |
| | | Office Clerk | AD8 | | PT | | | I |
| | | Office Clerk | AD9 | | PT | | | I |
| Marina | | Marina Manager | MA1 | | FT | | | I |
| | | Moorage Manager | MA2 | | FT | | | I |
| | | Lead Anchor | MA3 | | PTS | | | I |
| | | Anchor Crew | MA4 | | FT | | | I |
| | | Anchor Crew | MA5 | | FT | | | I |
| | | Anchor Crew | MA6 | | FT | | | |
| | | Anchor Crew | MA7 | | FT | | | |
| | | Anchor Crew | MA8 | | FT | | | |
| | | Anchor Crew | MA9 | | FTS | | | |
| | | Anchor Crew | MA10 | | PT | | | |
| | | Anchor Crew | MA11 | | PT | | | |
| | | Security | MA12 | | PT | | | |
| | | Security | MA13 | | PT | | | |
| *Boat & Fuel* | | Boat Rental Manager | BR1 | | FT | | | |
| | | Mechanic | BR2 | | FT | | | II |
| | | Mechanic | BR3 | | FTS | | | I |
| | | Dock hand | BR4 | | FTS | | | I |
| | | Dock hand | BR5 | | FTS | | | I |
| | | Dock hand | BR6 | | PT | | | |
| | | Housekeeper | BR7 | | PT | | | |
| | | Housekeeper | BR8 | | PT | | | |
| | | Maint /Dock | BR9 | | FTS | | | |
| | | Maint /Dock | BR10 | | FT | | | |
| | | Maint /Dock | BR11 | | PT | | | |
| | | Maint / Dock | BR12 | | PT | | | |

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| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| *Retail* | Snack | Lead Retail | RE1 | | FT | | | II |
| | 60709 | Retail Clerk | RES2 | | PTS | | | I |
| | | Retail Clerk | RES3 | | FTS | | | I |
| | | Retail Clerk | RES4 | | FTS | | | I |
| | | Retail Clerk | RES5 | | PTS | | | I |
| | | Retail Clerk | RES6 | | PTS | | | I |
| | | | | | | | | |
| Food & Bev | | Lead F&B | FB1 | | FT | | | II |
| | | Cook | FB2 | | PT | | | I |
| | | Cook | FB3 | | PT | | | I |
| | | Server | FB4 | | PT | | | I |
| | | Server | FB5 | | PTS | | | I |
| | | Server | FB5 | | PTS | | | I |
| | | Server | FB6 | | PTS | | | I |
| | | | | | | | | I |
| Retail Shop | | Mechanic | MRS1 | | FT | | | I |
| | | Mechanic | MRS2 | | FT | | | I |
| | | | | | | | | I |
| | | | | | | *17* | ***Full Time*** | |
| | | | | | | *15* | ***Part Time*** | |
| | | | | | | *17* | ***Seasonal*** | |
| | | | | | | *49* | ***Total*** | |

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| Season | Dates | Hours of Operation | Number of Staff |
|---|---|---|---|
| Winter | Nov 1 – April 1 | 8:00am – 4:30pm | 25 |
| Spring | April 2 - May 15 | 7:30am – 6:00pm | 32 |
| Summer | May 16 – Sept 7 | 7:00am – 7:00pm | 50 |
| Fall | Sept 8 – Oct 31 | 7:30am – 6:00pm | 32 |

### Job Descriptions

Job descriptions for each job held at Lake Oroville Marina L.L.C. are included at the back of this section. The job descriptions highlight the essential duties and responsibilities; qualifications necessary, knowledge, skills and abilities including formal education and specific training needed for each position.

### Resumes

Lake Oroville Marina L.L.C. is the incumbent concessioner for visitor services at Lake Oroville Marina. We have already identified persons for the key positions under the new concession contract and have included them at the end of this section (before the job descriptions). Specifically, we have included resumes for Mr. John Schoppmann (Executive Vice President, Forever Resorts, L.L.C.), Mr. Tim Colvin (Regional Vice President Forever Resorts), and Mr. Bill Harper (General Manager, Lake Oroville Marina L.L.C.).

### Relationships within Forever Resorts, L.L.C.

Forever Resorts, L.L.C. is the management company established by Mr. Maughan to manage his 40-plus domestic resorts in the United States. Forever Resorts, L.L.C. has developed and provides an array of administrative and technical services to each resort property in the United States. Forever Resorts, L.L.C. works closely with Forever Living Products International, Inc. to ensure that every administrative need for support and service is provided. Services provided by Forever Living Products International, Inc. include, but are not limited to areas such as financial, insurance, legal, and human resources. Forever Resorts, L.L.C. has developed an array of additional services including direct management assistance, contracts review, reservations, marketing, sales, and publicity.

The relationship between Forever Resorts, L.L.C. and a property is, for the most part, on an exception basis. The local property general manager is expected to conduct activities on a day-to-day basis that fulfills all expectations and contractual requirements. If there are exceptions to this at any specific property, the general manager contacts the regional general manager, who will contact the Regional Vice President of Resort Operations. If further assistance is needed, it is obtained from Forever Resorts, L.L.C. Mr. John Schoppmann is the senior manager assigned within Forever Resorts, L.L.C. to work with Lake Oroville Marina L.L.C. Mr. Schoppmann is responsible for hiring senior executives (namely the Regional Vice President of Operations), and providing general support services through his staff. Mr. Schoppmann visits properties on a regular basis to meet with the general manager, national and state park

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representatives, and concession specialists.

We have included a more detailed summary of the services provided by Forever Resorts, L.L.C. and Forever Living Products International, Inc. to Lake Oroville Marina L.L.C. in the following sections.

## Forever Resorts, L.L.C. and Forever Living Products International, Inc.

Mr. Maughan has been managing resort businesses since 1981, when he purchased the National Park Service concession operations at Callville Bay Marina and Cottonwood Cove Marina, located in the Lake Mead National Recreation Area, Nevada. In 1981, he formed Forever Resorts, L.L.C. to serve as the management company for his family of operations.

As the manager of 40-plus lodging, food and beverage operations, retail stores, and recreational operations in the United States, Forever Resorts, L.L.C. and its family of operations have substantial expertise and resources available to assist in managing and operating the visitor services to be authorized under this contract.

Each of the resort properties managed by Forever Resorts, L.L.C. pays a management fee to Forever Resorts, L.L.C. This fee is inclusive of all of the services provided by Forever Resorts, L.L.C. and Forever Living Products International, Inc. (described in the next section below).

The executive management, department directors, managers and team members of Forever Resorts, L.L.C. work full time to provide direction, support, and assistance to each of the managed properties. At each property, the General Manager and members of his or her staff work directly with an assigned department designate from Forever Resorts, L.L.C. to obtain the support needed. These departments ensure specific standards and uniform Forever Resorts business practices are consistently applied at the resort properties.

In particular, Forever Resorts, L.L.C. will provide the following types of services to Lake Oroville Marina L.L.C.:

- Operations Oversight: All five company officers, having more than 140 years of collective experience in the resort and National Park Service concession operations, are based in the company's Scottsdale, Arizona headquarters. The President, Executive Vice President, and Senior Vice President of Resort Operations provide supervision, budgetary and financial approvals, and strategic planning and direction to the resort property General Managers, either directly or through regional operating management. All other staff and support department directors report to, and are accountable to, this management team.

- Retail Merchandising: Forever Resorts' Senior Vice President of Retail is part of the executive management team and is responsible for all Forever Resorts properties retail and gift store purchasing, pricing and merchandising; as well as the signage, color, and graphic standards. His staff provides direction and hands on assistance to each store manager with setting and maintaining merchandising standards.

- Financial Analysis and Administration: The Director of Administration and his staff provide support in areas such as contract administration, forecasting and financial analysis, rate approval administration, information systems deployment, implementation and management; as well as oversight for the Central Reservations office.

- Sales and Marketing: The sales and marketing team includes a National Director of Sales and two Marketing

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Managers who assist all the Forever Resorts properties with the development and on going management of each property's annual marketing plan.

- Public Relations: Forever Resorts' Vice President of Public Relations and Events is available to assist each property with any media-related matters including support with major property events, activities or functions.

- Safety and Environmental Systems Support: Forever Resorts' team of two full-time Directors of Safety, Environmental Services, and Fuel Systems, respectively, are all located in the field and provide support and assistance to the property General Managers in their areas of expertise. Assistance is provided with regulatory compliance and Best Management Practices including maintaining environmental management systems.

- Training and Team Member Development: Forever Resorts' Training and Team Member Development is proactive in assisting the Forever Resorts properties with an array of training tools including customer service, supervisory management, and orientation and safety materials. Each spring, a management training session is held for all property general managers and assistants. This department is responsible for publishing Forever Resorts' electronic employee online monthly newsletter.

**Forever Living Products International, Inc.**

In addition, through Forever Resorts, L.L.C., Lake Oroville Marina L.L.C. will receive management and administrative support from Forever Living Products International Inc., a sister company to Forever Resorts, L.L.C. Forever Living Products International, Inc., also owned by Mr. Maughan, was established in 1978, and manufactures and distributes aloe vera-based health, nutrition, and beauty products worldwide.

Based in the Forever Corporate Plaza in Scottsdale, Arizona, Forever Living Products International, Inc. has several departments providing accounting and tax services, human resources, loss control, and legal services to Forever Resorts, L.L.C. and its sister companies, including Lake Oroville Marina L.L.C.. These departments provide services to the Forever Living Products business activities as well as numerous other enterprises owned by Rex Maughan.

The Forever Living Products International, Inc. employees who work to support Forever Resorts, L.L.C. and its sister companies either work full time, part time, or on an as needed basis to perform the tasks required. For higher volume activities such as accounting, requiring considerable involvement and interaction with the resort properties, Forever Living Products International, Inc. staff are assigned specific properties and become the key contact for the property team members to contact for assistance and support. For routine matters involving infrequent interaction, the resort properties staff process their questions through the Forever Resorts, L.L.C staff or by contacting the Forever Living Products International, Inc. department directly. These services include the following:

- *Accounting and Tax Services:*
  - Accounts payable and receivable
  - General ledger management
  - Lease agreement payments and other disbursements for property expenses
  - Management of accrual processes for property accounting

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- Generation of monthly profit and loss statements for properties
- Ensuring tax compliance matters are timely and accurately addressed
- Ensuring income and other tax liabilities are properly reflected and disclosed in financial statements
- Preparation of federal and state income tax returns in accordance with applicable tax laws
- Preparation of miscellaneous state and local tax filings
- Assistance in research and analysis of tax developments and their application to specific business situations; all properties have an assigned accounting staff member to assist with daily requirements

• *Human Resources and Payroll Administration:*

- Preparing and processing of bi-weekly payroll for the properties
- Advising employees and managers on human resources policies and procedures
- Handling employment issues and documentation
- Compensation and benefits administration
- Assistance with recruitment strategies for hard-to-fill exempt, non-exempt and production openings
- Contribution to the development or recommendation for new or enhanced human resources policies and procedures
- Performance of background checks and drug testing

• *Loss Control:*

- General oversight of corporate and property insurance programs
- Evaluation of brokers and carriers
- Placement of insurance coverage
- Provision of advice and counsel to operations and division legal department
- Supervision and direction of claims handling operations

• *Legal Services:*

- Drafting and negotiating agreements and legal documents
- Conducting of presentations relevant to land use, permitting, environmental, business or construction issues inherent to operations
- Providing assistance to mitigate any legal dealings or significant financial burdens imposed on the properties

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- Oversight and direction of outside legal counsel to address potential issues concerning land use, employment, taxation, construction, operations, regulatory law, and real estate and tax valuation issues

Like all the other resort entities, Lake Oroville Marina L.L.C. will compensate Forever Resorts, L.L.C. and Forever Living Products International, Inc. for these services through its management fee.

## Outlining Organizational Structure

Lake Oroville Marina L.L.C. will be operating independently in Lake Oroville State Recreation Area, just like the other resort operations owned by Mr. Maughan. The general manager is empowered to be fully responsible for all matters regarding to funding, hiring and firing, and the management of all employees assigned to that property. The general manager is responsible for ensuring all property activities performed are of the highest quality and are completed in a timely and responsible manner. He/she is responsible for ensuring all Federal regulations including employee management, environmental, health, and safety issues are known and are fully responded to. The general manager is responsible for knowing in great detail the contract and all exhibits and attachments, especially with regard to the Operating and Maintenance Plans, and for ensuring they are fully implemented every day of the operation.

### Relationships within Lake Oroville Marina L.L.C.

Knowing the concession contract is a heavy load to place on the general manager, he/she is fully expected to delegate responsibilities to his/her local management staff to ensure the expectations of Forever Resorts, L.L.C. are fulfilled. This delegation may be formal and informal, and a mixture of both. All formal responsibilities are described in detail in the positions' job descriptions. We have prepared these job descriptions for every position at Lake Oroville Marina L.L.C. and they are included at the back of this volume.

Informal relationships include the backup of parallel managers. For example, one manager may learn the duties of another related management position so that in the event the manager needs assistance during a peak time, someone knowledgeable is there to assist. This is often an extremely important concept for times when the primary person is not available due to illness. Assigning backups is a responsibility of the general manager. This is based on the close proximity of the working areas, personalities, etc. While not documented, it is very real and extremely important in running an operation.

Other informal relationships are developed between documented and formal positions. These relationships quickly evolve within the first few weeks of operation. These are typical activities which take place in order to get the work done. One manager may contact another manager on a daily, or even hourly, basis to accomplish important tasks. While this may be considered an informal arrangement, this is expected and necessary to get the job done. This is often driven by the styles of individuals and the specific work demands at the time.

The overall balance within Lake Oroville Marina L.L.C. is maintained by the general manager through frequent, and in some cases, daily, staff meetings or individual one-on-one meetings. These meetings are quick reviews of progress, tatus, problems, and solutions. The Lake Oroville Marina L.L.C. activities are fast moving and must be right at all times; therefore, these meetings will purposely be kept short and to the point, with the objective of being able to solve problems and communicate new information.

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As an organization, we encourage our staff to have flowing and open conversations and contact with their counterparts in the Lake Oroville Marina L.L.C. We expect them to have these relationships in order to do their jobs effectively and in the best manner possible. The general manager is accountable to Mr. Maughan and to Forever Resorts, L.L.C... However, the general manager is empowered to act on behalf of both with the Lake Oroville Marina L.L.C. and California State Department of Parks and Recreation on all contractual matters. This includes coordination of inspections and audits, discussions on modifications to the contract and its exhibits, and its respective attachments. The General Manager is responsible for coordinating such discussions with Forever Resorts, L.L.C. management and for gaining guidance and other information necessary for timely responses to all such formal actions. The California State Department of Parks and Recreation need only to contact the General Manager for all matters associated with the concession contract and performance.

**Relationships with Mr. Rex Maughan**

On all matters regarding the performance and contractual arrangements with the California State Department of Parks and Recreation on providing visitor services at Lake Oroville Marina L.L.C., Mr. Maughan has delegated this responsibility to Mr. John Schoppmann, Executive Vice President of Forever Resorts, L.L.C. Mr. Schoppmann has assigned responsibility for all routine matters concerning Lake Oroville Marina L.L.C. to Mr. Tim Colvin, Regional Vice President of Resort Operations. As most who know Mr. Maughan, he is at all times extremely concerned with the performance of his resort properties, particularly those located under the jurisdiction of government agencies.

It has been a tradition that Forever Resorts, L.L.C. hosts "Partnership Meetings" where Mr. Maughan invites the superintendents and concession specialists to join him for a 2-day meeting. This meeting is about partnerships, exchange of ideas, and the opportunity for him to unveil new initiatives to do the job even better. The opportunity to meet and share ideas is a concept of great value in strengthening his relationship with the local general mangers and their relationships with the government agency partners.

Mr. Maughan holds meetings with the general managers of all his resorts in the United States. At this meeting the general managers share their experiences, problems, concerns, and budget planning with Mr. Maughan. General Managers are able to support this meeting much more effectively with the planning tools associated with the Forever Asset Program and the prior coordination with their respective government agency partners.

## Supporting Information Included in this Section

The following supporting information, presented on the next pages, has been included with this topic:

- Resume for Mr. Rex Maughan, Owner, Lake Oroville Marina L.L.C. and Forever Resorts, L.L.C. (2 pages) (sequentially paginated with this section).
- Resume and supporting information for Mr. John Schoppmann, Executive Vice President, Forever Resorts, L.L.C. (2 pages) (Sequentially paginated with this section).
- Resume and supporting information for Mr. Tim Colvin, Regional Vice President of Operations, Forever Resorts, L.L.C. (2 pages) (Sequentially paginated with this section).
- Resume and supporting information for Mr. Bill Harper, General Manager, Lake Oroville Marina L.L.C. (2 pages) (sequentially paginated with this section).

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- Job descriptions for all positions of Lake Oroville Marina L.L.C. (42 pages); note the job descriptions are printed as a group and paginated separately.

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## REX MAUGHAN, Resume (Owner)

### Personal Information

Forever Resorts officially started business in 1981. However, in many ways, it really started when Rex was a young boy growing up in a small ranching community in Southeastern Idaho. Out on the ranch, the skies were endless and the days were long. He had plenty of time to just be still and observe the magnificence of nature. He grew up loving the outdoors and came to respect the lessons that nature provides. He also grew to appreciate how spending time and vacationing in remarkable natural environments reenergizes one's life. He had wanted to share those outstanding locations and vacation experiences since he was a youngster.

In 1981, Rex had a business opportunity to do just that as he started Forever Resorts. He started with a vision of acquiring and operating resorts in natural environments where the human spirit truly soars. He dedicated the company to fulfilling the need that almost every one of us has for exploring nature while rediscovering ourselves. Forever Resorts had its genesis as a National Park Service (NPS) concessioner. Rex made his first acquisition in 1981 - Callville Bay Resort & Marina on Lake Mead, and Cottonwood Cove Resort & Marina on Lake Mohave, Nevada.

Headquartered in Scottsdale, Arizona the Forever Resorts family of companies owns and operates more than 65 unique vacation and entertainment properties located in or near National Parks, Recreation Areas, and National Forests around the world.

Forever Resorts operates properties in Europe and South Africa. Their unique competencies include exceptional management and marketing capabilities in the hospitality, lodging, marina, food service and retail business categories. Forever Resorts is a clear leader in manufacturing custom luxury houseboats and deck cruisers for vacation rentals.

### Qualifications and Experience

- Bachelor of Science in Business Administration, Arizona State University
- Extensive graduate study in real estate, taxation, auditing, and consolidations and mergers
- Prior accreditation, Certified Property Manager, Institute of Real Estate Management
- Past panel member, American Arbitration Association
  - Member, Brigham Young University President's Leadership Council Executive Committee
  - Member, American Recreation Coalition
  - Member, the Recreation Roundtable
  - Director and Past Chairman, for 17 years, of the National Park Hospitality Association, representing over 100 members in 50 National Parks

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### Job Responsibilities

- Chairman of the Board, President, and Director
- Oversees network, 40-plus recreational properties in the United States, 24 resorts in South Africa, and one in Hungary
- Responsible for directly supervising executive vice presidents in the management of Forever Resorts, L.L.C.
- Responsible for indirectly supervising vice presidents and directors of the management team of Forever Resorts, L.L.C.
- Responsible for approving all capital expenditures at Forever Resorts, L.L.C. properties
- Responsible for approving all acquisitions by Forever Resorts, L.L.C.

### Accomplishments

- Partnered with NIOSH, the U.S. Coast Guard, the National Park Service and Westerbeke to reduce carbon monoxide levels in houseboats
- Doctor of Humane Letters, honors causa, in recognition of his exceptional business accomplishments, substantial contributions to Arizona State University, and his inspirational commitment to service
- Appointed by President Reagan to serve on the President's Commission on Americans Outdoors defining the recreational needs of our future generations
- Awarded an honorable mention for the 2005 Department of Interior Environmental Achievement Award
- Environmental Achievement Award by the National Park Service in recognition of Forever Resorts' environmental stewardship
- Awarded the National Environmental Performance Track Recognition by the Environmental Protection Agency, for 25 Forever Resorts properties, in recognition of voluntary environmental improvements beyond current regulatory requirements

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## JOHN SCHOPPMANN, Resume (Executive Vice President)

### Personal Information

As Executive Vice President of Forever Resorts, L.L.C., John Schoppmann leads a team of more than 1,100 individuals at more than forty resort and recreational operating units throughout the United States. Under John's guidance, every Forever Resorts property in the U.S. has been certified to ISO 14001. Twenty-five have earned the prestigious National Environmental Performance Track designation from the United States Environmental Protection Agency. His responsibilities include supervision of the design and manufacture of all Forever Houseboats and deck boats in two U.S. factories. John Schoppmann was instrumental in the design of the environmentally sensitive Forever Earth, a unique houseboat designed to build public awareness about water quality issues and provide hands-on science experiences on the lake. This project was accomplished in partnership with the National Park Service, the University of Nevada, Las Vegas, Outside Las Vegas and 26 private businesses, including Forever Resorts, L.L.C. Mr. Schoppmann developed a similar project 10 years earlier at Lake Powell in Arizona and Utah in which a houseboat was used in anti-litter strategies. John's career spans over 32 years in recreational property management, State Park operations, and National Park concession operations.

### Qualifications and Experience

- Associate's Degree in Technology and Police Science, University of South Utah
- Certified Marina Manager, International Marina Institute
- Certified Emergency Medical Technician
- Certified in Environmental and Safety Awareness by Forever Resorts, L.L.C.
- Certified in Fire Tactics and Procedures I, Firefighter I and II, Incident Command Systems
- Certified in Inland Waters Oil Spill Response, and Scuba Diving
- Special training in Marina Environment Workshop by Neil W. Ross, Nuclear Testing Services, United States Merchant Mariners Document for Tanker man: Grade B
- Member, Bureau of Land Management's Arizona Strip District Advisory Council
- Member, Board of Directors of the International Marina Institute and Marine Operators of America
- Councilman, City of Page, Arizona

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### Job Responsibilities

- Responsible for directly overseeing daily operations of properties managed by Forever Resorts' general managers at visitor destinations nationwide
- Responsible for indirectly overseeing twenty operations managed by Forever Resorts' general managers at visitor destinations nationwide
- Responsible for training program implementation at all operations of Forever Resorts, L.L.C.
- Responsible for customer relations at all operations of Forever Resorts, L.L.C.
- Responsible for budgets at all operations of Forever Resorts, L.L.C.
- Responsible for coordinating company resources between operations by completing the following related duties:
  - Allocate resources as necessary to maximize profitable performance of each resort, while insuring the highest levels of customer service are maintained
  - Perform analysis on major property improvements and expansions
  - Perform analysis of potential acquisitions
- Initiate hands-on training via the Forever Resorts Environmental and Safety Compliance Audit Team
- Responsible for guiding the houseboat manufacturing division

### Accomplishments

- All U. S. based Forever Resorts properties certified to ISO 14001:2004
- 25 Forever Resorts properties certified Environmental Protection Agency National Environmental Performance Track
- Implemented successful design of Forever Earth
- Testified at an oversight hearing held by the House Subcommittee on National Parks, Recreation, and Public Lands titled "Visitation Trends in the National Park Service"

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## TIM COLVIN, Resume (Regional Vice President of Resort Operations)

### Personal Information

Tim began his career in the Marina Recreation Industry in 1978 when he went to work on Shasta Lake. He worked many years on Lake Shasta, Lake Mead, Lake Mohave, and in the California Delta. Mr. Colvin joined Forever Resorts in 1995 and is currently the Director of Resorts Operations overseeing 11 operations, and approximately 380 employees.

### Qualifications and Experience

- 29 years' experience property management
- 3 years' experience working with State of California Parks and Recreation
- Certified Marina Manager, International Marina Institute
- Certified Level 1 Structural Fire Fighting (NFPA 1001)
- Certified Disability Awareness and Concessionaire responsibilities
- Certified Open Water Diver, National Association of Underwater Instructors
- Certified Safety and Environment Awareness, Forever Resorts
- Certified Cardio Pulmonary Resuscitation and First Aid
- Certified Boat Smart Safe Boating
- Certified Hazard Material Emergency Response -24 hour (HAZWOPER), HAZWOPER Incident Commander, HAZWOPER first responder
- Certified Boating Safety Instructor by the National Safe Boating Council
- Certified ServSafe Safe Food Handler
- Trained Facility Safety Inspections, National Park Service
- Trained in Food Safety Awareness, Clark County, Nevada Health Department
- Trained in ServSafe, State of California
- Trained in ADA awareness U.S Forest Service
- Trained in ISO 14001

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### Job Responsibilities

- Responsible for supervision of up to 400 employees
- Responsible for supervision of up to 13 resorts and marinas
- Oversees training programs at 13 resorts and marinas
- Responsible for budgets and allocation of resources for 13 resorts and marina
- Responsible for analyzing major property improvements, expansions, and acquisitions

### Accomplishments

- Environmental Protection Agency Environmental Performance Track certifications for all California properties
- ISO 14001 Certification for all California properties
- Responsible for the first three California Certified Clean Marinas on Inland Waterways

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## BILL HARPER, Resume (General Manager)

### Personal Information

On April 13, 1981, Bill Harper was hired at Lime Saddle Marina to do all the electrical work on a new tackle shop and fuel dock. In conjunction with this project, it was also his duty to upgrade all of the electrical systems supporting the marina. Bill stayed with Lime Saddle Marina for twenty-three years advancing up the ladder until the spring of 1986. At that time he was named Operations Manager and retained that title until May 1, 2004 when he was promoted to General Manager, overseeing the operations at Lake Oroville Marina L.L.C.

### Qualifications and Experience

- 25 years' experience in Marine Industry
- 24 years' experience in marina maintenance
- 18 years' experience as Operations Manager
- 2 years' experience as General Manager
- Certified Marina Manager
- Certified Evinrude Johnson Technician
- Certified OMC Stern drive Technician
- Certified Volvo Pentad Technician
- Leadership Training Forever Resorts 2004-2005
- Twenty-Four Hour Yawper Course
- International Marine Institute Advanced Marina Management Course
- Member of Elks Lodge 2026 Paradise
- Member of Moose Lodge Paradise
- Board of Directors California Parks and Hospitality Association
- Trained in customer service
- Trained in environmental and safety awareness
- Trained in Best Management Practices

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**Job Responsibilities**

- Responsible for overseeing and directing operations of the marina and completing the following related duties:
  - Oversee marina and boat rental operations
  - Oversee boat repair
  - Oversee maintenance program
  - Oversee WDR, SPCC, SWPPP, and Recycling
  - Maintain Best Management Practices
  - Maintain an effective customer service program
  - Maintain the budget
  - Maintain solid relationship with state agencies
  - Marketing with Forever Resorts, L.L.C.
  - One-on-one customer relationships
  - Work with all department managers, supervisors, and other employees to overcome daily problems
- Responsible for overseeing management of concession operations at Lake Oroville Marina L.L.C.
  - Insure the environment and human health are protected while daily tasks are performed
  - Maintain Best Management Practices
  - Monitor purchases and analyze purchasing controls
  - Monitor safety and health standards and maintain awareness of environmental objectives
  - Monitor the budget
  - Work with the Operations Manager to solve difficulties in daily operations

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## Accomplishments

- Designed and constructed low water anchors and buoy lines to accommodate marina complex and buoy line customers
- Recognized by Department of Water Resources and Department of Boating and Waterways for his role in a major renovation at Lime Saddle Recreation Area involving new parking lots, lighting, fuel system, electrical system, and restrooms
- Rebuilt a marina from salvaged parts after a storm destroyed the marina complex in December, 2002
- Increased gross receipts consistently in 2004, 2005, 2006

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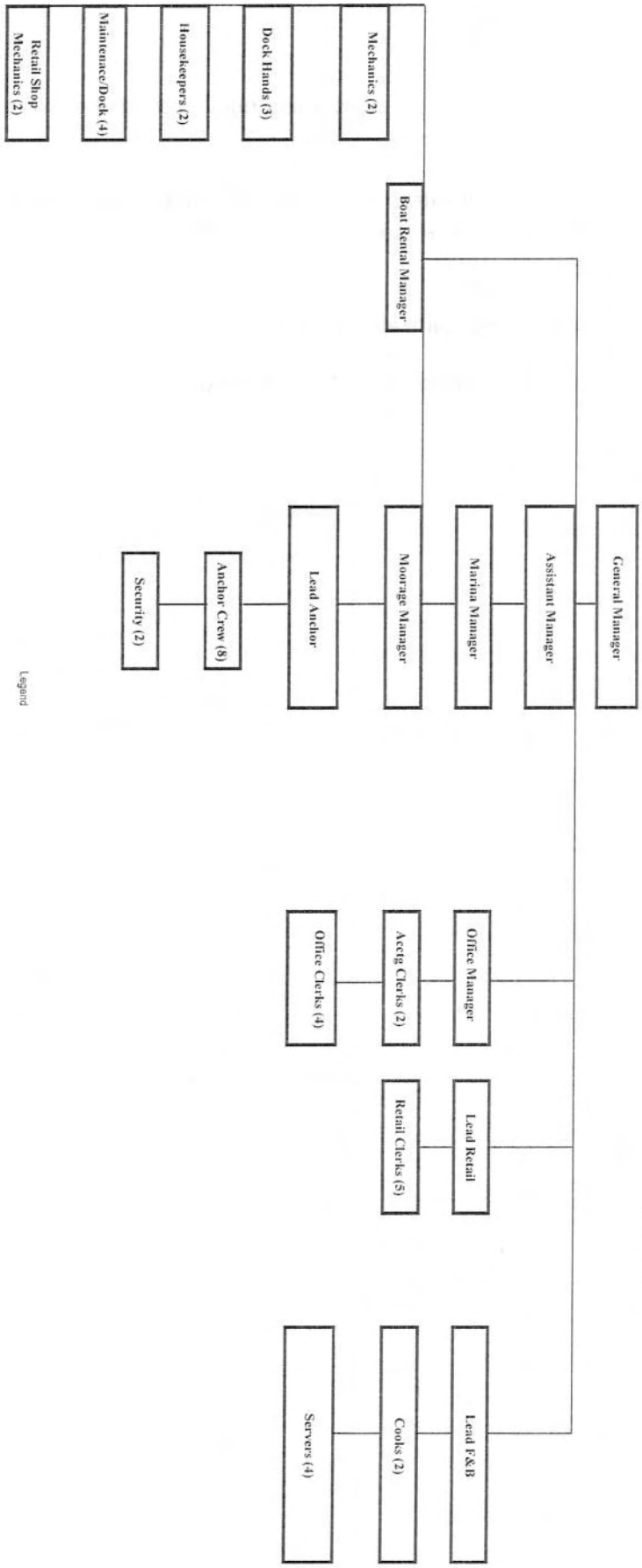
Lake Oroville MARINA

# BIDWELL CANYON MARINA

## ORGANIZATIONAL CHART




Legend

| | |
|---|---|
| Yellow - Seasonal | 17-FT |
| Blue - Full Time | 15-PT |
| | 17-SEAS |
| | 49-TOTAL |

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# JOB DESCRIPTIONS

This Job Description section of our proposal is included in support of the Organizational Structure discussions in the Operation Plan. In the Organizational Structure discussions we presented an organization chart for Lake Oroville Marina, L.L.C. that is managed by an on-site general manager. Within the organization we have identified 31 positions and will in a later section (*Employee Staffing and Training Plan*) will address additional responsibilities. We have included these job descriptions as they contain more specifics on job classifications, job skills, duties, assignments, etc. These job descriptions will continue to evolve over time to ensure that every position has a job description and they reflect specific assignments. There is a job description for every position in our organizational chart. The pages that follow this introduction are sequentially numbered beginning with this page.

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# GENERAL MANAGER

Job Description

## GENERAL PURPOSE

To operate and oversee the property on a daily basis so as to maximize net profit while operating within the confines of company policy

## OTHER DUTIES/RESPONSIBILITIES

- Responsible for the profitability of all operations at Lake Oroville Marina
- Responsible for compliance of all county, state, and federal regulations concerning all facilities, operations, and activities
- Responsible for maintaining a high degree of customer service and following all outlined customer service programs, procedures, and policies
- Responsible for maintaining a high degree of communication with the surrounding community, the California State Parks, vendors, the home office, and any and all other stakeholders
- Responsible for receiving high marks on all California State Parks evaluations and public health sanitation inspections
- Responsible for proper facilitation of all orientations and training of all personnel at all facilities
- Responsible for proper promotion, support of and facilitation of the Environmental Management System and the Forever Earth Program
- Responsible for proper safety procedures and facilitation of all risk management programs and OSHA compliance to promote proper employee health, safety, and welfare
- Responsible for coordinating departmental procedures and outlining goals and procedures with all departmental supervisors and managers
- Responsible for smooth and efficient operations of all departments
- Attend required Forever Resorts' Spring Manager Training Sessions and Fall Leadership Meeting Sessions on an annual basis
- Responsible for preparing annual operating budgets and capital improvement schedules
- Any other duties deemed necessary by the Regional Manager, Director of Resort Operations, or the Executive Vice President of Resort Operations of Forever Resorts

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## JOB QUALIFICATIONS

### KNOWLEDGE, SKILLS AND ABILITY

- Knowledge of profit and loss statements and budget preparation
- Knowledge of inventory control and product costs relationships
- Ability to manage multi-department managers
- Understanding of retail merchandising, food and beverage operations, and boat rental operations
- Understanding of fundamental accounting procedures
- Fundamental understanding of salary and wage criteria for the resort industry
- Knowledge of insurance definitions and risk management guidelines
- Knowledge or ability to be trained in ISO/EMS Awareness
- Knowledge or ability to be trained in Employee Orientation
- Knowledge or ability to be trained in Hazard Communications
- Knowledge or ability to be trained in Hazardous Materials Response
- Knowledge or ability to be trained in Recycled Materials
- Knowledge or ability to be trained in Emergency Response/Respiratory Protection
- Knowledge or ability to be trained in Bloodborne Pathogens

### EDUCATION OR FORMAL TRAINING

- High school diploma or GED. Prefer college degree
- Acceptable experience considered in lieu of education

### EXPERIENCE

- Minimum three years management experience in the Hospitality Industry
- At least one year as an assistant property manager

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# OPERATIONS MANAGER/ACCESSIBILITY COORDINATOR

Job Description

## GENERAL PURPOSE

- Assist the general manager in the operation of the property on a daily basis so as to maximize net profit while operating within the confines of company policy

## ESSENTIAL DUTIES/RESPONSIBILITIES

- Report directly to general manager
- Oversee all aspects and operations
- Serve as accessibility coordinator to ensure all feasible accessibility features are incorporated into the physical and operational aspects of the company
- Oversee and continually develop the Risk Management programs and insure OSHA compliance property wide. Ensure all policies are being followed and documentation is being correctly followed. Ensure the continued success of the programs.
- Responsible for the staff training of the Environmental programs, Risk Management programs and departmental operations and policies
- Monitor and evaluate all EMS and Safety monthly inspections
- Oversee the properties purchasing program
- Communicate with all vendors and contractors. Perform yearly environmental and safety audits with each contractor
- Deal with disciplinary issues that may arise, in all departments
- Work closely with all departmental managers to ensure communication between all
- May be asked to help other Forever Resort properties in any capacity needed
- Oversee property's daily marina operations
- Responsible for collecting and filing incident reports and worker's compensation claims with the home office
- Oversee the property's Fire Prevention Program
- Oversee the property's Emergency Response Plans
- Maintain high level of customer service throughout the property
- Responsible for maintaining a high level of employee morale

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## JOB QUALIFICATIONS

### KNOWLEDGE, SKILLS AND ABILITY

- Knowledge of profit and loss statements and budget preparation
- Knowledge of inventory control and product costs relationships
- Understanding of fundamental accounting concepts
- Ability to manage multiple departments
- Understanding of retail merchandising, food and beverage operations and boat rental operations and a general understanding of marina structures
- Knowledge or ability to be trained in ISO/EMS Awareness
- Knowledge or ability to be trained in Hazard Communications
- Knowledge or ability to be trained in Hazardous Materials Response
- Knowledge or ability to be trained in Recycled Materials
- Knowledge or ability to be trained in Emergency Response/Respiratory Protection
- Knowledge or ability to be trained in Bloodborne Pathogens

### FORMAL TRAINING OR EDUCATION/EXPERIENCE

- High school diploma or GED with college degree preferred
- Acceptable experience considered in lieu of education
- Ability to train and communicate with fellow employees
- Minimum three years management experience in the Hospitality Industry or closely related field

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# LEAD MECHANIC

Job Description

## GENERAL PURPOSE

To maintain and repair all mechanical functions aboard rental boats

## ESSENTIAL DUTIES/RESPONSIBILITIES

- Perform mechanical repairs on all boats as required
- Perform preventive maintenance procedures as they pertain to mechanical applications
- Prepare orders for boat stock inventory and maintain inventory in organized fashion
- Maintain accurate inventory control of all stock and accessories
- Troubleshoot mechanical failures aboard boats either in the harbor or out on the lake
- Required to perform work in a manner protective of human health and the environment and to report any deviations of environmental policy to their supervisor
- Maintain a neat work area
- Subject to "On-call" status for emergency chase calls
- Provide excellent customer service
- Schedule maintenance and repair for both rental and private boats
- Required to be aware of and participate where necessary, in the achievement of environmental objectives and implementation of the environmental management system

## OTHER DUTIES/RESPONSIBILITIES

- Fill out chase call reports thoroughly
- Log and file repair work through the work order system
- Knowledge of safety and environmental requirements
- Boat rental orientations
- Green Procurement
- Such other and further duties as are required from time to time, and as defined by company management

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## JOB QUALIFICATIONS

### KNOWLEDGE, SKILLS, AND ABILITY

- Ability to drive and dock all vessels in the fleet
- Must be able to stabilize and balance on uneven and moving surfaces
- Ability to communicate well with customers under stress
- Thorough knowledge of inboard-outboard marine engines and outboard motors
- Thorough knowledge of marine generators
- Ability to maintain records
- Knowledge or ability to be trained in ISO/EMS Awareness
- Knowledge or ability to be trained in Employee Orientation
- Knowledge or ability to be trained in Hazard Communications
- Knowledge or ability to be trained in Hazardous Materials Response
- Knowledge or ability to be trained in Recycled Material
- Knowledge or ability to be trained in Emergency Response/Respiratory Protection
- Knowledge or ability to be trained in Bloodborne Pathogens

### EDUCATION OR FORMAL TRAINING/ EXPERIENCE

- OMC certified or minimum 2 years marine mechanic experience

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# MECHANIC/MAINTENANCE/LOAD OUT

Job Description

## GENERAL PURPOSE

Maintain and repair all rental boats

## ESSENTIAL DUTIES/RESPONSIBILITIES

- House boat orientations
- Train and instruct guests on the safe and proper use of all rental boats
- Pilot houseboats in and out of the marina harbor
- Must have thorough knowledge of all safety procedures
- Employees are required to perform their work in a manner protective of human health and the environment and to report any deviations of environmental policy to their supervisor
- Employees are required to be aware of and participate where necessary, in the achievement of environmental objectives and implementation of the environmental management system

## OTHER DUTIES/RESPONSIBILITIES

- Wash exterior of all windows
- Operate and park all boats as necessary
- Clean docks in rental areas
- Take carts to proper staging areas
- Thorough knowledge of safety and environmental requirements
- Green Procurement
- All other duties as assigned

## JOB QUALIFICATIONS

## KNOWLEDGE, SKILLS AND ABILITY

- Motor skills to balance and stabilize on uneven and moving surfaces
- Knowledge of correct procedure when filling propane tanks

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- Knowledge of cleaning techniques
- Knowledge or ability to be trained in ISO/EMS Awareness
- Knowledge or ability to be trained in Employee Orientation
- Knowledge or ability to be trained in Hazard Communications
- Knowledge or ability to be trained in Hazardous Materials Response
- Knowledge or ability to be trained in Recycled Materials
- Knowledge or ability to be trained in Emergency Response/Respiratory Protection
- Knowledge or ability to be trained in Bloodborne Pathogens

EDUCATION OR FORMAL TRAINING/ EXPERIENCE

- Preferred/On the job training provided

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# LEAD ANCHOR CREWMAN

Job Description

## GENERAL PURPOSE

- Responsible for overseeing marina and maintenance department, including maintaining and repairing systems and facilities at the marina

## ESSENTIAL DUTIES / RESPONSIBILITIES

- Maintain, replace, and adjust buoy lines and docks on a regular basis
- Monitor fuel, fresh water, wastewater and electrical systems
- Park maintenance and grounds keeping
- Monitor safety and health standards and maintain awareness of environmental objectives
- Procures supplies needed for maintenance, rental repairs, and docks
- Keep all areas of the marina in the highest order of cleanliness and safety

## OTHER DUTIES / RESPONSIBILITIES

- Good customer service and a polite attitude to promote professionalism and a high standard of excellence
- Comply with all Forever Resorts safety policies
- Thorough knowledge of safety and environmental requirements
- Green Procurement
- Such other and further duties as are required from time to time, and as defined by company management

## JOB QUALIFICATION

## KNOWLEDGE, SKILLS AND ABILITY

- Knowledge of dock construction, buoy layout, and anchor placement
- Ability to drive and dock all vessels in the fleet
- Must be able to stabilize and balance on uneven moving surfaces
- Knowledge or ability to be trained in ISO/EMS Awareness
- Knowledge or ability to be trained in Employee Orientation

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- Knowledge or ability to be trained in Hazard Communications
- Knowledge or ability to be trained in Hazardous Materials Response
- Knowledge or ability to be trained in Recycled Materials
- Knowledge or ability to be trained in Bloodborne Pathogens

EDUCATION OR FORMAL TRAINING/EXPERIENCE

- High School diploma, GED, or acceptable experience
- Minimum two years experience in the marina industry
- Minimum one year experience in marina facility maintenance

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# ANCHOR CREWMAN

Job Description

## GENERAL PURPOSE

Assist lead anchor crewman in maintaining and repairing systems and facilities at the marina

## ESSENTIAL DUTIES / RESPONSIBILITIES

- Maintain, replace, and adjust buoy lines and docks on a regular basis
- Welding
- Park maintenance and grounds keeping
- Monitor safety and health standards and maintain awareness of environmental objectives
- Keep all areas of the marina in the highest order of cleanliness and safety

## OTHER DUTIES / RESPONSIBILITIES

- Good customer service and a polite attitude to promote professionalism and a high standard of excellence
- Comply with all Forever Resorts safety policies
- Thorough knowledge of safety and environmental requirements
- Green Procurement
- Such other and further duties as are required from time to time, and as defined by company management

## JOB QUALIFICATION

## KNOWLEDGE, SKILLS AND ABILITY

- Knowledge of dock construction, buoy layout, and anchor placement
- Ability to drive and dock small boats
- Must be able to stabilize and balance on uneven moving surfaces
- Knowledge or ability to be trained in ISO/EMS Awareness
- Knowledge or ability to be trained in Employee Orientation
- Knowledge or ability to be trained in Hazard Communications
- Knowledge or ability to be trained in Hazardous Materials Response

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- Knowledge or ability to be trained in Recycled Materials
- Knowledge or ability to be trained in Bloodborne Pathogens

EDUCATION OR FORMAL TRAINING/EXPERIENCE

- High School diploma, GED, or acceptable experience
- Minimum one year experience in maintenance

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# LAND MAINTENANCE

Job Description

## GENERAL PURPOSE

Assist lead anchor crewman in maintaining and repairing systems and facilities at the marina

## ESSENTIAL DUTIES / RESPONSIBILITIES

- Maintain, replace, and adjust buoy lines and docks on a regular basis
- Park maintenance and grounds keeping
- Monitor safety and health standards and maintain awareness of environmental objectives
- Keep all areas of the marina in the highest order of cleanliness and safety

## OTHER DUTIES / RESPONSIBILITIES

- Good customer service and a polite attitude to promote professionalism and a high standard of excellence
- Comply with all Forever Resorts safety policies
- Thorough knowledge of safety and environmental requirements
- Green Procurement
- Such other and further duties as are required from time to time, and as defined by company management

## JOB QUALIFICATION

## KNOWLEDGE, SKILLS AND ABILITY

- Knowledge of dock construction, buoy layout, and anchor placement
- Ability to drive and dock small boats
- Must be able to stabilize and balance on uneven moving surfaces
- Knowledge or ability to be trained in ISO/EMS Awareness
- Knowledge or ability to be trained in Employee Orientation
- Knowledge or ability to be trained in Hazard Communications
- Knowledge or ability to be trained in Hazardous Materials Response

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- Knowledge or ability to be trained in Recycled Materials
- Knowledge or ability to be trained in Bloodborne Pathogens

EDUCATION OR FORMAL TRAINING/EXPERIENCE

- High School diploma, GED, or acceptable experience
- Minimum one year experience in maintenance

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# SECURITY

Job Description

## GENERAL PURPOSE

Oversee the marina, entrance booth, and rental fleet from unlawful intrusion, theft or vandalism

## ESSENTIAL DUTIES/RESPONSIBILITIES

- Monitor marina
- Double check all locks and doors
- Customer service
- Clean restrooms
- Empty all trash cans and recycling containers

## OTHER DUTIES / RESPONSIBILITIES

- Maintain a neat work area
- Green Procurement
- Thorough knowledge of safety and environmental requirements
- Knowledge or ability to be trained in recycled materials
- Such other and further duties as are required from time to time, and as defined by company management

## JOB QUALIFICATIONS

## KNOWLEDGE, SKILLS AND ABILITY

- Knowledge or ability to be trained in ISO/EMS Awareness
- Knowledge or ability to be trained in Employee Orientation
- Knowledge or ability to be trained in Hazard Communications

## EDUCATION OR FORMAL TRAINING/ EXPERIENCE

- High school diploma, GED, or acceptable experience

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# LEAD DOCK HAND

Job Description

## GENERAL PURPOSE

Assign houseboats for departure and insure all houseboats are cleaned and ready for departure

## ESSENTIAL DUTIES/RESPONSIBILITIES

- Inspect all houseboats prior to departure to insure all deficiencies are corrected
- Assign staff to daily duties
- See that customer complaints, requests, and comments are acted upon quickly
- Keep all areas of the dock in the highest order of cleanliness and safety
- Good customer service and a polite attitude to promote professionalism and a high standard of excellence
- Answer all phone inquiries
- Accurate cash handling
- All aspects of boat rentals: pump, fuel, pressure wash etc.
- Maintain appropriate safety and health standards
- Train and instruct guests on the safe and proper use of all rental boats
- Pilot houseboats in and out of the marina harbor
- Run shuttles
- Inspect boats for damage and cleanliness upon return by guests
- Aid boaters in docking and securing their vessels at the dock
- Procure all supplies needed for sales and office supplies

## OTHER DUTIES/RESPONSIBILITIES

- Maintain clean and safe work areas on the docks and in the boats
- Operate and park all boats as necessary
- Perform or assign all housekeeping duties as needed
- Thorough knowledge of safety and environmental requirements

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- Required to perform work in a manner protective of human health and the environment and to report any deviations of environmental policy to their supervisor
- Required to be aware of and participate where necessary, in the achievement of environmental objectives and implementation of the environmental management system
- Green procurement
- Such other and further duties as are required from time to time, and as defined by company management

JOB QUALIFICATIONS

KNOWLEDGE, SKILLS AND ABILITY

- Thorough knowledge of all systems aboard boats including heating and cooling systems, water, satellite etc.
- Systems, propane systems, pumps etc.
- Motor skills to balance and stabilize on uneven and moving surfaces
- Ability to complete all forms for boat rental operation and maintenance
- Knowledge or ability to be trained in ISO/EMS Awareness
- Knowledge or ability to be trained in Employee Orientation
- Knowledge or ability to be trained in Hazard Communications
- Knowledge or ability to be trained in Hazardous Materials Response
- Knowledge or ability to be trained in Recycled Material
- Knowledge or ability to be trained in Emergency Response/Respiratory Protection
- Knowledge or ability to be trained in Bloodborne Pathogens

EDUCATION OR FORMAL TRAINING/EXPERIENCE

- High school diploma, GED, or acceptable experience
- Minimum 2 years in houseboat turns, and maintenance
- Supervisory experience preferred

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# DOCK HAND

Job Description

## GENERAL PURPOSE

Clean and prepare houseboats for rental purposes and aid customers during docking processes

## ESSENTIAL DUTIES/RESPONSIBILITIES

- Train and instruct guests on the safe and proper use of all rental boats
- Maintain clean work areas on the dock and on boats
- Customer service
- Clean restrooms
- Haul trash
- Fuel houseboats upon return
- Fill fresh water tank
- Fill propane
- Pump-out houseboats
- Clean front deck including Barbecue, ice chests, and chairs
- Clean back deck and stairs
- Clean top deck including driving station, wet bar, and hot tub (if applicable)
- Wash exterior of all windows
- Must have thorough knowledge of all safety procedures
- Employees are required to perform their work in a manner protective of human health and the environment and to report any deviations of environmental policy to their supervisor
- Employees are required to be aware of and participate where necessary, in the achievement of environmental objectives and implementation of the environmental management system

## OTHER DUTIES/RESPONSIBILITIES

- Operate and park all boats as necessary
- Run shuttle boat

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- Clean docks in rental areas
- Take carts to proper staging areas
- Thorough knowledge of safety and environmental requirements
- Green Procurement
- Such other and further duties as are required from time to time, and as defined by company management

JOB QUALIFICATIONS

KNOWLEDGE, SKILLS AND ABILITY

- Motor skills to balance and stabilize on uneven and moving surfaces
- Knowledge of correct procedure when filling propane tanks
- Knowledge of cleaning techniques
- Knowledge or ability to be trained in ISO/EMS Awareness
- Knowledge or ability to be trained in Employee Orientation
- Knowledge or ability to be trained in Hazard Communications
- Knowledge or ability to be trained in Hazardous Materials Response
- Knowledge or ability to be trained in Recycled Materials
- Knowledge or ability to be trained in Emergency Response/Respiratory Protection
- Knowledge or ability to be trained in Bloodborne Pathogens

EDUCATION OR FORMAL TRAINING/EXPERIENCE

- Preferred/On the job training provided

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# FUEL DOCK ATTENDANT

Job Description

## GENERAL PURPOSE

To provide fuel and pump-out service to privately owned and company owned vessels

## ESSENTIAL DUTIES/RESPONSIBILITIES

- Aid boaters in docking and securing their vessels at the fuel dock
- Determine the boaters' needs for fuel, pump-out, fresh water, petroleum products, accessories
- Collect monies for goods and services and properly record through the register
- Determine that all safety requirements and precautions have been taken before proceeding with fueling
- Hand boater the requested fuel hose and return it to the pump when fueling is completed
- Assist boat with pump-out equipment
- Provide customer service in a friendly, helpful manner as quickly as possible
- Must be thoroughly familiar with company safety program
- Assist renters securing boats, fueling, and oiling
- Employees are required to perform their work in a manner protective of human health and the environment and to report any deviations of environmental policy to their supervisor
- Employees are required to be aware of and participate where necessary, in the achievement of environmental objectives and implementation of the environmental management system

## OTHER DUTIES/RESPONSIBILITIES

- Fill out and complete necessary forms for sales
- Assess monies collected through daily receipt deposits
- Maintain clean work areas on dock
- Responsible for keeping pump-out primed
- Operate and dock vessels in the rental fleet as needed
- Maintain all vessels in rental condition (clean, oil, fuel)
- Thorough knowledge of safety and environmental requirements

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- Green Procurement
- Such other and further duties as are required from time to time, and as defined by company management

JOB QUALIFICATIONS

KNOWLEDGE, SKILLS AND ABILITY

- Knowledge or ability to be trained in ISO/EMS Awareness
- Knowledge or ability to be trained in Employee Orientation
- Knowledge or ability to be trained in Hazard Communications
- Knowledge or ability to be trained in Hazardous Materials Response
- Knowledge or ability to be trained in Recycled Materials
- Knowledge or ability to be trained in Emergency Response/Respiratory Protection
- Knowledge or ability to be trained in Bloodborne Pathogens

EDUCATION OR FORMAL TRAINING/EXPERIENCE

- Preferred/On the job training provided

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# SMALL BOAT INSTRUCTOR

Job Description

## GENERAL PURPOSE

Clean and prepare small boats for rental purposes and aid customers during docking processes

## ESSENTIAL DUTIES/RESPONSIBILITIES

- Train and instruct guests on the safe and proper use of all rental boats
- Maintain clean work areas on the dock and on boats
- Customer service
- Clean restrooms
- Haul trash
- Fuel boats upon return
- Fill fresh water tank
- Fill propane
- Pump-out small boats
- Wash exterior of all windows
- Must have thorough knowledge of all safety procedures
- Employees are required to perform their work in a manner protective of human health and the environment and to report any deviations of environmental policy to their supervisor
- Employees are required to be aware of and participate where necessary, in the achievement of environmental objectives and implementation of the environmental management system

## OTHER DUTIES/RESPONSIBILITIES

- Operate and park all boats as necessary
- Run shuttle boat
- Clean docks in rental areas
- Take carts to proper staging areas
- Thorough knowledge of safety and environmental requirements

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- Green Procurement
- Such other and further duties as are required from time to time, and as defined by company management

JOB QUALIFICATIONS

KNOWLEDGE, SKILLS AND ABILITY

- Motor skills to balance and stabilize on uneven and moving surfaces
- Knowledge of correct procedure when filling propane tanks
- Knowledge of cleaning techniques
- Knowledge or ability to be trained in ISO/EMS Awareness
- Knowledge or ability to be trained in Employee Orientation
- Knowledge or ability to be trained in Hazard Communications
- Knowledge or ability to be trained in Hazardous Materials Response
- Knowledge or ability to be trained in Recycled Materials
- Knowledge or ability to be trained in Emergency Response/Respiratory Protection
- Knowledge or ability to be trained in Bloodborne Pathogens

EDUCATION OR FORMAL TRAINING/ EXPERIENCE

- Preferred/On the job training provided

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# HOUSEBOAT HOUSEKEEPER

Job Description

## GENERAL PURPOSE

- Clean interior of all houseboats in rental fleet

## ESSENTIAL DUTIES/RESPONSIBILITIES

- Vacuum all carpets
- Clean and disinfect all countertops
- Make sure that all inventory listed is on the boat
- Insure all dishes have been washed
- Check all drawers and cupboards for any items that may have been left behind
- Stock houseboat with paper towels, toilet paper, and cleaning supplies
- Clean kitchens, bathrooms, and all floor areas
- Fully clean the interior of houseboats
- Assist Lead Dock Hand in procuring cleaning supplies and inventory

## OTHER DUTIES/RESPONSIBILITIES

- Maintain clean work areas on the dock and on the boats
- Such other and further duties as are required from time to time, and as defined by company management

## JOB QUALIFICATIONS

## KNOWLEDGE, SKILLS AND ABILITY

- Knowledge of fire extinguisher operations
- Possess good communication skills
- Knowledge of cleaning chemicals and equipment
- Knowledge or ability to be trained in ISO/EMS Awareness
- Knowledge or ability to be trained in Employee Orientation
- Knowledge or ability to be trained in Hazard Communications

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- Knowledge or ability to be trained in Bloodborne Pathogens
- Knowledge or ability to be trained in Recycled Materials

EDUCATION OR FORMAL TRAINING/EXPERIENCE

- Minimum one year experience in a housekeeping or cleaning capacity

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# OFFICE MANAGER

Job Description

## GENERAL PURPOSE

- To oversee and administer systems for the collection, handling, and distribution of all money
- To provide information clearing point for both customers and employees
- Effectively coordinate all aspects of the administrative office

## ESSENTIAL DUTIES/RESPONSIBILITIES

- Keep the administrative office and surrounding areas clean and safe
- Assist customers with questions and requests
- Human resource questions and concerns
- Assist the General Manager
- Payroll
- Supervision and scheduling of administrative office staff
- Complete a daily spread sheet and audit transactions for receipt summary and deposit purposes
- Responsible for all monies and checks stored on-site
- Responsible for a timely, courteous, and accurate response to questions and needs of resort employees, customers, and other Forever Resorts offices
- Provide clerical assistance to management staff
- Order office supplies and maintain inventory control
- Daily involvement in daily sales, payroll, accounts payable, accounts receivable

## OTHER DUTIES/RESPONSIBILITIES

- Maintain strong productive relationship with vendors
- Work with all supervisors in problem solving
- Build employee morale and assist with management communication to employees
- Assist with the updating of employee personnel files and required documentation, upon the request of the general manager

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- Answer phone inquires
- Record daily sales
- Prepare daily bank deposits
- Ability to communicate with the accounting department at the Home Office
- Assist customers with moorage agreements
- Clean and organize work and public areas on a daily basis
- Thorough knowledge of safety and environmental requirements
- Required to perform work in a manner protective of human health and the environment and to report any deviations of the environmental policy to their supervisor
- Required to be aware of and participate where necessary, in the achievement of environmental objectives and implementation of the environmental management system
- Green Procurement
- Such other and further duties as are required from time to time, and as defined by company management

JOB QUALIFICATIONS

KNOWLEDGE, SKILLS AND ABILITY

- Good verbal and written communication skills
- Ability to interact calmly under stressful conditions
- Ability to understand and implement basic math skills
- Ability to write legibly
- Ability to stand on feet for several hours straight and for an eight-hour shift
- Ability to operate 10-key calculators by touch
- Knowledge of basic office procedures
- Good phone presentation
- Ability to perform many tasks with constant interruptions
- Ability to run basic office equipment such as copiers and fax
- Good organizational skills
- Knowledge of inventory control and product costs relationships

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- Understanding of fundamental accounting concepts
- Understanding of boat rental operations and general understanding of marina structures
- Knowledge or ability to be trained in ISO/EMS Awareness
- Knowledge or ability to be trained in Employee Orientation
- Knowledge or ability to be trained in Hazard Communications
- Knowledge or ability to be trained in Hazard Materials Response
- Knowledge or ability to be trained in Recycled Material
- Knowledge or ability to be trained in Emergency Response/Respiratory Protection
- Knowledge or ability to be trained in Bloodborne Pathogens

EDUCATION OR FORMAL TRAINING/ EXPERIENCE

- High school diploma or GED with college degree preferred
- Minimum two years experience in similar position
- Minimum two years experience in money handling and computer experience
- Ability to train and communicate with fellow employees

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# ACCOUNTING CLERK

Job Description

## GENERAL PURPOSE

- Responsible for all Lake Oroville Marina payables/receivables
- Responsible for Marina moorage program

## ESSENTIAL DUTIES/RESPONSIBILITIES

- Accurately code all invoices, special disbursements, checks, and petty cash disbursements
- Send all invoices and special disbursements to Scottsdale with proper back-up documents for payment
- Ability to communicate with accounting department at Scottsdale
- Process company payables
- Maintain vendor files and mail list for ISO awareness
- Review vendor statements to ensure payments are being made in a timely manner and all account information is accurate
- Maintain petty cash fund
- Send out monthly billing statements
- Research customer accounts for accuracy
- Receive payments
- Assist customers with questions
- Answer telephone inquiries
- Cashier
- Assist customers with moorage agreements
- Obtain necessary documentation from vendors (W9's, etc)
- Maintain waste usage, hazardous waste usage, water usage, electrical usage and recycling reports for ISO

## OTHER DUTIES / RESPONSIBILITIES

- Knowledge or ability to be trained in ISO/EMS Awareness
- Knowledge or ability to be trained in Employee Orientation

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- Knowledge or ability to be trained in Hazard Communications
- Knowledge or ability to be trained in Recycled Materials
- Maintain a neat work area
- Thorough knowledge of safety and environmental requirements
- Green Procurement
- Such other and further duties as are required from time to time, and as defined by company management

JOB QUALIFICATIONS

KNOWLEDGE, SKILLS AND ABILITY

- Able to perform all office duties
- Able to communicate well with customers and employees
- Basic math skills

EDUCATION OR FORMAL TRAINING/EXPERIENCE

- High school diploma, GED, or acceptable experience
- Minimum one year experience in accounts receivable and/or payable

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# OFFICE CLERK

Job Description

## GENERAL PURPOSE

- Cashier
- Customer relations

## ESSENTIAL DUTIES/RESPONSIBILITIES

- Answer the telephone
- Handle cash & credit card transactions
- Customer service
- Communication for all departments
- Make copies
- Assist all administration personnel

## OTHER DUTIES / RESPONSIBILITIES

- Knowledge or ability to be trained in ISO/EMS Awareness
- Knowledge or ability to be trained in Employee Orientation
- Knowledge or ability to be trained in Hazard Communications
- Knowledge or ability to be trained in Recycled Materials
- Assist customers with boat and slip rentals, questions, and other requests
- Maintain a neat work area
- Thorough knowledge of safety and environmental requirements
- Green Procurement
- Such other and further duties as are required from time to time, and as defined by company management

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## JOB QUALIFICATIONS

### KNOWLEDGE, SKILLS AND ABILITY

- Able to perform all office duties
- Able to communicate well with customers and employees
- Basic math skills

### EDUCATION OR FORMAL TRAINING/ EXPERIENCE

- High school diploma, GED, or acceptable experience

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# LEAD RETAIL

Job Description

## GENERAL PURPOSE

- To supervise the retail and food service areas effectively through judicious purchasing, merchandising
- Provide quality customer service

## ESSENTIAL DUTIES/RESPONSIBILITIES

- Maintain strong effective inventory and quality control
- Prepare schedules for employees
- See that customer complaints, requests, and comments are acted upon quickly and judiciously to provide excellent customer service and protect the company interest
- Maintain appropriate safety and health standards as dictated by applicable agencies and company policies
- Know markup and markdown procedures and pricing schedules
- Keep ice purchased, stocked, and fully loaded for sale
- Enforce cleaning procedures
- Enforce staff and contractor compliance to environmental requirements or guidelines
- Ensure applicable environmental requirements are incorporated into department standard operating procedures or other work instructions and reports
- Communicate environmental issue concerns and/or changes during departmental operational reviews or meetings
- Such other and further duties as are required from time to time, as defined by company management

## OTHER DUTIES / RESPONSIBILITIES

- Thorough knowledge of safety and environmental requirements
- Thorough knowledge of Green Procurement
- Stock shelves as needed
- Staff cash register as needed
- Prepare deposits and daily receipts
- Follow posted work schedule

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## JOB QUALIFICATIONS

### KNOWLEDGE, SKILLS AND ABILITY

- Knowledge or ability to be trained in ISO/EMS Awareness
- Knowledge or ability to be trained in Employee Orientation
- Knowledge or ability to be trained in Hazard Communications
- Knowledge or ability to be trained in Recycled Materials
- Knowledge of product ordering and receiving
- Knowledge of merchandising techniques
- Knowledge of health codes
- Knowledge or ability to be trained in Bloodborne Pathogens

### EDUCATION OR FORMAL TRAINING/ EXPERIENCE

- High school diploma, GED, or acceptable experience

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# RETAIL CLERK

Job Description

## GENERAL PURPOSE

- Customer Service
- Keep the retail store stocked
- Assist in unloading vendors
- Keep ice on dock stocked

## ESSENTIAL DUTIES/RESPONSIBILITIES

- Pricing retail items
- Keeping store stocked
- Rotate dated stock
- Operating cash register
- Operating fuel pricing machine
- Follow posted work schedule
- Count and balance cash drawer

## OTHER DUTIES / RESPONSIBILITIES

- Maintain a neat work area
- Thorough knowledge of safety and environmental requirements
- Such other and further duties as are required from time to time, and as defined by company management

## JOB QUALIFICATIONS

## KNOWLEDGE, SKILLS AND ABILITY

- Ability to communicate well with customers

## EDUCATION OR FORMAL TRAINING/ EXPERIENCE

- High school diploma, GED, or acceptable experience

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# SNACK BAR ATTENDANT

Job Description

## GENERAL PURPOSE

To prepare and serve food and beverage for customers and employees

## ESSENTIAL DUTIES/RESPONSIBILITIES

- Prep, cook, and serve food and beverages as requested
- Keep all prep, cooking, and storage areas clean and organized
- Advise manager of items needed for menu
- Keep all pots, pans, utensils clean and safely stored when not in use
- Accept proper money for payment and process through cash register correctly
- Count and return proper change for payment
- Employees are required to perform their work in a manner protective to human health and the environment and to report any deviations of environmental policy to their supervisor
- Employees are required to be aware of and participate where necessary, in the achievement of environmental objectives and implementation of the environmental management system

## OTHER DUTIES/RESPONSIBILITIES

- Count receipts and prepare cashiers' daily deposit
- Clean all customer eating areas and refill condiments and napkins as necessary
- Keep tables clean at all times
- Mop snack bar area floor daily
- Thorough knowledge of safety and environmental requirements
- Green Procurement
- All other duties assigned

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## JOB QUALIFICATIONS

### KNOWLEDGE, SKILLS AND ABILITY

- Knowledge of basic food preparation and cooking techniques
- Knowledge of portion control and plate presentation
- Ability to operate cash register
- Knowledge of sanitary and safe food handling
- Knowledge of proper money handling techniques
- Knowledge of operation of small appliances and cooking equipment
- Knowledge or ability to be trained in ISO/EMS Awareness
- Knowledge or ability to be trained in Employee Orientation
- Knowledge or ability to be trained in Hazard Communications

### EDUCATION OR FORMAL TRAINING/EXPERIENCE

- High School diploma, GED, or acceptable experience
- Prior experience in customer service, food service, and food preparation

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# INTERPRETIVE PLAN

Lake Oroville Marina L.L.C. will enhance the visitor's understanding of the natural, cultural, and recreational resources at Lake Oroville State Recreation Area and support a quality experience in concession operations at Bidwell Canyon Marina. We will do this by implementing an *Interpretive Plan*, described in this section. Lake Oroville Marina L.L.C.'s approach for its interpretive plan is based on this simple statement:

> *Lake Oroville Marina L.L.C. will help park visitors to connect with the Lake Oroville State Recreation Area's geological, recreational, and cultural features.*

Lake Oroville Marina L.L.C. will provide our staff with a wide array of information. Our team members share information about park resources, history, weather, and key places to visit, drawn from personal experiences and staff education. Our management staff has over 50 years of experience working at Lake Oroville. Their first-hand knowledge of experiences that can be found at any level of the Lake is the key to enhancing our guests' memories. Working with the California Department of Parks and Recreation, this Interpretive Plan will be ever-evolving over the life of the new concession contract.

Lake Oroville Marina L.L.C. will rely on themes to connect the significant natural and cultural resources of the Lake Oroville State Recreation Area to visitors in personally meaningful ways. These themes define the point of view and focus of information presented through interpretive media. The underlying theme at Lake Oroville is the construction of the Dam, which resulted in an expansive and beautiful reservoir. The Lake Oroville State Recreation Area is often referred to as the "Recreation Wonderland," a place for leisure pursuits of boating and fishing, among other experiences. The supporting theme at Lake Oroville Marina L.L.C. is a place of recreation by visitors. In addition, Lake Oroville Marina L.L.C. will interpret the environmental stewardship of our operation and how everyone can participate in protecting, preserving, and conserving the natural resources of Lake Oroville.

## Interpretive Displays, Materials, and Signs

Selecting the appropriate methods for interpretation is critical for effectively conveying information. Interpretive facilities and media provide the tools and the means for communicating the significant themes to visitors. Lake Oroville Marina L.L.C. has elected to combine relevant and appropriate brochures and information with companion signage, to take full advantage of the Lake Oroville Marina L.L.C. facilities and opportunities. We will focus on media that will connect with families, school groups, and senior citizens, and will emphasize the accessibility of the facilities for all visitors seeking a recreational experience.

Lake Oroville Marina L.L.C. will provide interpretive panels which support the boating and fishing recreational theme. These panels will display general interpretive brochures for the public to take. The panels will be located on the outside of the retail store / fuel dock on the water.

Our interpretive panels will be at minimum, commercial units which will allow presentation of several pre-printed brochures and other information. Additional features may be incorporated into these panels as deemed appropriate in coordination with the Department of Parks and Recreation and other interpretive media that may be planned for the area by the Department.

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The handout materials (brochures, etc.) will be provided from existing federal and State of California sources. They will be based on their respective requirements for accessibility, including font styles and sizes, print to background contrasts, etc., for the visually impaired. Accessibility information for publications, summarized in our Accessibility Plan such as auxiliary aids, large print, Braille, as well as the standardized accessibility statement and availability of the California Relay Service would be incorporated to the extent determined by the publishers of the material.

## Interpretive Tools

Lake Oroville Marina L.L.C. will use the following displays, signs, tags, and receptacles as interpretive tools to help visitors connect with the park:

- Leave No Trace displays
- Publication displays
- Educational signs and tags in the store

### Leave No Trace Displays

Lake Oroville Marina L.L.C. will be a member of the Leave No Trace, Center for Outdoor Ethics. As a member, Lake Oroville Marina L.L.C. has access to Leave No Trace publications that we will display. Employees will learn the seven principles of Leave No Trace and be able to answer visitor questions about these principles. A poster of the seven principles will be placed in strategic locations.

### Safe Boating and Local Area Publications

The State of California has many brochures and other materials on safe boating that we will include in our display panels. This information ranges from federal safe boating information to California Department of Fish and Game Office of Spill Prevention and Response, and information on the dangers of carbon monoxide, clean boating and boating laws, and safety from the California Department of Boating and Waterways. We will obtain copies of this information and present them on our display boards for easy access by visitors to Bidwell Canyon Marina.

In addition, we will include on our display panels information published by California State Parks, and the California Department of Water Resources.

Lake Oroville Marina L.L.C. will display its *Recreation Brochure* at the boat rental registration desk. The recreation brochure advertises boats and services offered at Lake Oroville Marina L.L.C..

### Educational Signs and Hang-Tags in the Store

Educational and informational signs, posters, hang-tags, and other materials will be used in the on-dock retail store and food and beverage service area. These materials will continue to emphasize the recreational boating experiences and recreational safety themes.

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Retail staff from Forever Resorts, L.L.C. will develop store merchandise signs and tags to enhance the visitors' understanding of the need to protect and preserve natural resources. The retail and merchandising staff from Forever Resorts will work with the marina staff to:

- Develop interpretive and educational signage that is informative and encourages reuse, recycling, reduction, and conservation of natural resources. These signs will be printed on recycled paper and will educate and persuade customers to "reduce, reuse, and recycle."
- Design and utilize pricing tags, bookmarks, and jewelry cards, using soy inks on recycled paper with information promoting the protection of our resources.

The following phrase is found on many of the price tags we use on the merchandise found within our stores: *"Many of the items we offer are handmade from natural materials. All-natural materials are obtained from legally authorized sources outside state and national park boundaries. Please join us in protecting our state and national park resources."* More on our merchandise and merchandising techniques are presented in our *Products, Merchandise, and Services Plan*.

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# CUSTOMER SERVICE PLAN

Lake Oroville Marina L.L.C. is committed to setting a foundation of service, from which all other operations follow. We are committed to quality service – our most important product. Customer service is held in the highest regard and is part of the Forever vision: "The Forever Resorts family envisions serving as a model for service, quality, safety, natural and cultural resource protection and stewardship that enable our guests to enjoy their experience." We strive to give all of our guest's attentive and outstanding service, while considering our environment and safety in every action.

Lake Oroville Marina L.L.C. is only one of 40-plus resort properties managed by Forever Resorts, L.L.C. in the United States. Throughout the past 28 years, and as the opportunity to service the general public has grown, Forever Resorts has developed processes, training materials, and expectations for every property that furthers the goal of providing the best customer service possible and exceeding customer expectations. Visitor comment cards have been placed in general public areas and on our houseboats. As part of a continual improvement commitment, they constantly search for ways to improve services, whether that is through staff, improved facilities, or new features on houseboats and operational areas.

## History and Experience

Lake Oroville Marina L.L.C. has been providing similar visitor services on Lake Oroville as outlined for the new concession contract since 2003 with a staff of 25 during peak season in 2009. Lake Oroville Marina L.L.C.'s commitment and experience is to train employees to give exceptional customer service and exceed customer expectations. Always striving to be a fun and friendly vacation destination, Lake Oroville Marina L.L.C. will be doing everything possible to ensure that each guest leaves happy and enjoys a memorable vacation.

Each of the resort properties managed by Forever Resorts, L.L.C. uses a system of comment cards, and a process of evaluating good comments, as well as those that are constructive, allowing for improvement. Forever Resorts' corporate office is keenly aware of the comment card results at each property in order to strengthen services and devise new and better strategies of improving service. Customer service is not only important to Mr. Rex Maughan and the corporate staff at Forever Resorts; it translates into an increased customer base and additional revenues as shown by the following statistics:

- A Forever Resorts houseboat rental customer spends on average approximately $5,000 per visit
- Our customers visit a Forever Resorts destination every four years
- Our customers will refer seven new customers to our resorts
- Therefore, Forever Resorts customers are potentially worth $105,000 each

### Experience

Lake Oroville Marina L.L.C. recognizes the importance of having comprehensive and motivational orientation and training programs. Each year, orientations inform staff members about various systems, policies and expectations.

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These procedures provide the staff with a safe, healthy, and efficient work environment. Orientations serve as a vehicle for building a team that will ensure guests receive quality customer service.

To ensure staff members have the necessary tools and information to become valuable team members, each employee is required to attend monthly safety meetings and two orientation and training programs identified below:

- General Property Welcome and Orientation, and Customer Service Orientation
- Environmental and Safety Training Program

To ensure all employees are properly welcomed to Lake Oroville Marina L.L.C., a Staff Welcome Orientation is conducted. This orientation is held prior to Memorial Day weekend every season. The Staff Welcome Orientation is key to creating an effective and efficient team. The orientation gives all employees a chance to get to know each other and guarantees that all staff members are given the same information regarding Lake Oroville Marina L.L.C.'s commitments and information on the support provided by Forever Resorts. The following outline is a guideline of information conveyed and discussed at the Staff Welcome Orientation:

- Introduction of property managers and supervisors
- Welcome back returning team members
- Introduction to State Parks Mission Statement
- Introduction of Forever Resorts' Mission Statement
- Lake Oroville Marina L.L.C.'s commitment to safety and the environment
- Importance of customer service and our expectations

**Hours of Operation (projected)**

| Visitor Service | Months of Operation | Range of Hours of Operation |
|---|---|---|
| Marina Access and Boat Tow Service | Year Round | 24 hour Service |
| Fuel Docks | Year Round | 7:00 a.m. to 7:00 p.m. |
| Boat Rental | Year Round | 7:00 a.m. to 6:00 p.m. |
| Retail | Year Round | 7:00 a.m. to 7:00 p.m. |
| Boat Repair Yard | Year Round | 8:00 a.m. to 4:30 p.m. |
| Marina Shuttle Service | Year Round | Not to Exceed Day Light Hours |
| Dry Storage | Year Round | 24 Hour Service |
| Food and Beverage Operations | May 15th thru September | 7am to 9pm |

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### Customer Service

Customer service is of paramount importance at Lake Oroville Marina L.L.C. Customer service training is conducted by the General Manager, Operations Manager, and the Office Manager. The initial training is conducted for all staff prior to Memorial Day weekend, and periodically throughout the season.

### Customer Comment Cards/ Feed Back Program

Feed back from our customers is an important part of customer service program. Comment cards will be placed at each POS station through out the resort. Comment cards are pre postal paid and can be returned to resort staff or be mailed to our home office in Scottsdale Az. All comment card information is logged into a data base and then provided to the resort management and staff to help improve our operation to our most valued asset, our guest.

### Park Preservation

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation. Lake Oroville Marina L.L.C. encourages staff to embrace the mission statement and practice it in their job.

### Recognition Program

Customer Comment Card Performance Recognition is given to employees who are recognized by guests as providing quality guest service. This is documented through the Customer Comment Card. Stars are provided to some of these employees to place on their name tags, along with a letter of recognition from the senior managers of Forever Resorts.

### Management Orientation and Training

Management training is included in the annual Lake Oroville Marina L.L.C. training program and is extremely important in ensuring we have satisfied employees and happy customers. A major focus of this management training includes:

- The importance of being a team
- Forever Resorts Mission: To Be the Best
- The importance of leading by example
- Communication
- "Open-door" policy
- How to train staff to give great customer service
- Exceeding expectations

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- Importance of setting the standard and the example
- Customer comment cards
- Empowering the staff
- Review of policies

The general manager is required to attend a Management and Leadership Training Seminar held each spring for all Forever Resort senior management team members. The tour is given to new employees upon arrival by the General Manager or the Operations Manager to introduce them to the property. The tour includes the following information:

- New staff members are introduced to all staff members encountered on the tour
- A brief history of Lake Oroville Marina L.L.C. and the Lake Oroville State Recreation Area
- Location of all departments

**Uniforms and Appearances**

All Lake Oroville Marina L.L.C. employees will wear similar uniforms and an identification badge so they can be recognized by our visitors and can establish a personal connection.

## Conclusion

Lake Oroville Marina L.L.C. will continue to provide quality service to all visitors, and will establish and expand on processes to measure the results. We will continue to search for other metrics to improve upon customer satisfaction, upgrades in personal watercraft and houseboats, visit duration or other comments and suggestions made by guests and visitors in order to enhance or improve services at Lake Oroville State Recreation Area.

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# EMPLOYEE STAFFING AND TRAINING PLAN

Lake Oroville Marina L.L.C with the support of Forever Resorts, L.L.C. has established and will maintain a comprehensive staffing and training program under the new concession contract. Presented in the Organizational Structure section are job descriptions for all employees. The staffing plan we envision for services under the new concession contract includes resumes of the key management persons and is found on the next page.

Within this Employee Staffing and Training Plan, we present information on the staffing processes, policies and training programs. The integration of these infrastructural elements will ensure the staff at Lake Oroville Marina L.L.C will provide the high-quality services expected on the job.

## Employee Policies and Employment Processes

Most of the employee policies in place at Lake Oroville Marina L.L.C are policies adopted from Forever Resorts, L.L.C. The employment practices and policies in place at Lake Oroville Marina L.L.C detailed in this section are as follows:

- Background Investigation
- Child Support Compliance Act
- Drug-Free Workplace Awareness and Testing Policy
- Employee Handbook
- Equal Employment Policy

Lake Oroville Marina L.L.C. will work closely with guidance consolers in local schools as well as local employment agencies to establish mutual goals and procedures as we work together to establish career programs.

### Background Investigations

Lake Oroville Marina L.L.C adheres to Forever Resorts' corporate background investigation policy. The company uses an outside service to administer background checks and the drug-testing program.

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### Child Support Compliance Act

Lake Oroville Marina L.L.C is committed to the intent of the Child Support Compliance Act and operates in full cooperation with requirements of the law to withhold child and family support. Automatic payroll withholding of child support is set up according to a Wage and Earnings Assignment Order and payments are made as directed by the issuing agency. Lake Oroville Marina L.L.C does not discriminate based upon automatic child support withholding. Additionally, reporting to the New Hire Registry is done timely as required by law through the electronic transmission of the names and addresses of all new hires.

### Drug-Free Workplace Awareness

Lake Oroville Marina L.L.C has a vital interest in maintaining safe, healthful, and productive working conditions for its employees. The company has in place specific rules and procedures directed toward eliminating the use of illegal drugs and alcohol in the workplace, and educating and providing appropriate assistance to employees. This information is described in the Drug-Free Workplace Awareness and Testing Policy located in the Forever Resorts Employee Handbook, a copy of which is included at the back of this section.

Lake Oroville Marina L.L.C adheres to Forever Resorts' corporate policies in this matter, and is committed to maintaining a drug-free workplace. Any use of illegal drugs affecting business or objectives is not tolerated. Employees who use illegal drugs are less productive, have more on-the-job accidents, and a higher absenteeism rate than employees who do not use drugs. The possession, manufacture, distribution, use, sale, or being under the influence of an illegal drug or alcohol in the workplace is unacceptable. The policy applies uniformly to all employees.

In the case of a violation of the Drug-Free Workplace Awareness and Testing Policy, an employee shall be subject to appropriate action, up to and including, termination of employment.

Employees must acknowledge they have read and understand the Drug-Free Workplace Policy.

## Uniforms and Appearances

All Lake Oroville Marina L.L.C employees will be well groomed and will wear similar uniforms and an identification name badge so they can be easily recognized by our visitors and can establish a personal connection.

## Employee Handbooks

The Forever Resorts *Regular Employee Handbook* and Forever Resorts *Seasonal Employee Handbook* are given to employees at Lake Oroville Marina L.L.C. The handbook informs employees about the culture at Lake Oroville Marina L.L.C and what is expected of employees who work at a Forever Resorts operation; these handbooks are included at the end of this section and also detail our grievance policies and health and safety policies.

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## Equal Employment Policy

Lake Oroville Marina L.L.C adheres to Forever Resorts' corporate policies. Forever Resorts is an Equal Opportunity Employer and does not discriminate on the basis of a person's race, religion, color, sex, age, national origin, disability, or Vietnam-era veteran status. Forever Resorts, L.L.C. strives to implement equal employment opportunity by pursuing the following goals:

- All recruiting, hiring, and promoting for all job classifications is done without regard to race, color, sex, religion, age, national origin, disability, or veteran status except when sex, age, or a particular physical capability is a bona fide occupational qualification. All decisions on employment are made to further the principle of equal employment.
- All promotion decisions will continue to be made in accordance with Equal Employment Opportunity principles and bona fide job requirements will be used.
- All other personnel actions such as compensation, benefits, transfers, disciplinary actions, layoffs, return from layoffs, and company sponsored training, will be administered without regard to race, color, sex, religion, age, national origin, disability, or veteran status.
- It is the policy of Forever Resorts, L.L.C. to consider qualified applicants, who may have a disability, for position openings. Qualified persons with disabilities who can perform the essential functions of the position, either without accommodation or with a reasonable accommodation, will be considered on an equal basis with all other applicants. All promotion decisions and other personnel actions will be administered on an equal basis with employees with disabilities receiving equal consideration as stated above.

## Training Programs and Plans

Training is essential to providing quality customer service, visitor and employee safety, and preservation and protection of the environment. New employee training will also include a Ranger Assisted Park Orientation Training Program developed by State Parks Staff and Lake Oroville Marina L.L.C. Many of the training programs already in place for Lake Oroville Marina L.L.C have been created by Forever Resorts, L.L.C. and adopted by Lake Oroville Marina L.L.C. Please refer to the *Conservation and Recycling Plan* for more specifics on the health and safety training modules. The five types of training programs in place at Lake Oroville Marina L.L.C are as follows:

- New-employee orientation, including customer service
- Operation-specific
- Job-specific
- Bi-weekly service sessions
- Annual refresher

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New-employee orientation is called New Team Member Orientation at Lake Oroville Marina L.L.C and Forever Resorts, L.L.C. New Team Member Orientation is the first type of training employees receive. Its purpose is to acquaint each new team member with Forever Resorts, L.L.C. since Lake Oroville Marina L.L.C has adopted many corporate human resources polices. Corporate philosophies, expectations, policies, and rules and regulations are among the topics included in the orientation.

The orientation lasts approximately eight hours and includes lectures, videos, and discussions. The seminar is scripted for consistency. The videos included in the orientation include:

- Drug Policy and Sexual Harassment Policy
- Blood borne Pathogens
- Fire Safety
- Slips, Trips, and fall
- Working in Temperature Extremes

The bi-weekly service sessions are called Forever Resorts Soaring Sessions. The Soaring Sessions review customer service, safety, and environmental information so employees learn new trends and are reminded of the importance of providing quality service while continuing to protect human life and Earth's natural resources. The sessions are designed to be brief and powerful, and they last approximately fifteen to twenty minutes. The sessions are included in weekly staff meetings. There are sixteen Soaring Sessions:

1. The Words We Use
2. Reserving and Protecting the Environment
3. The Way We Speak
4. Electrical Safety
5. Non-Verbal Communication
6. Lock-out, Tag-out
7. Office Ergonomics
8. Up-Selling
9. Pick it up, Sweep it up, and Mop it up
10. Cross-Selling
11. Reduce, Reuse, Recycle

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12. Dealing with the Uninformed Customer
13. Safety Problems & Suggestions
14. Dealing with Rude/Hostile Customers
15. Sun Effect
16. Dealing with Dishonest Customers

Operation-specific training occurs at individual Forever Resorts' operations. At Lake Oroville Marina L.L.C, there are two types of training programs — property-specific and department-specific.

Property-specific training informs staff members of rules and regulations that are in addition to the rules and regulations included in the Forever Resorts Employee Handbook and New Team Member Orientation. The following topics are conveyed to new employees:

- Discount policies
- Hours of operation
- Chain-of-command
- Timecard protocol
- Communication protocol

Department-specific training is given to employees in their workplace. The department's manual is the primary instruction manual and it is used as a reference. In addition to the department manual, special training, specific to departments at Lake Oroville Marina L.L.C is detailed in the following list.

Annual refresher training is provided for the following topics:

- Eight-hour hazardous material (HAZMAT) review for fuel dock staff
- Fifty minutes accumulative review for all staff of the following topics:
  - Blood borne Pathogens
  - Emergency Preparedness
  - Fire Safety
  - Hazard Communication
  - Hazardous Material Information System (HMIS) Labeling
  - Personal Protective Equipment

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## Supporting Information Included in this Section

The following supporting information, presented on the next pages, has been included with this topic:

- *Regular Employee Handbook*, Forever Resorts, L.L.C. (35 pages), included as separate document with pagination within the handbook.
- *Seasonal Employee Handbook*, Forever Resorts, L.L.C. (29 pages), included as separate document with pagination within the handbook.

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FOREVER RESORTS

# REGULAR Employee Handbook

Revised 4.16.09

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FOREVER RESORTS

# AND AFFILIATED COMPANIES
# REGULAR EMPLOYEE HANDBOOK

*TABLE OF CONTENTS*


| | | | | |
|---|---|---|---|---|
| *401k and Profit Sharing Plan* | *Page 17* | | *Posting of Schedules* | *Page 17* |
| *Access to Personnel Files* | *Page 13* | | *Post-Offer, Pre-Employment Physical Examination* | *Page 2* |
| *Attendance and Punctuality* | *Page 4* | | *Probation* | *Page 5* |
| *Business Standards and Personal Conduct* | *Page 13* | | *Promotions* | *Page 5* |
| *Changes in Personal Status* | *Page 12* | | *Purpose* | *Page 1* |
| *Classification* | *Page 5* | | *Safety Standards* | *Page 6* |
| *Communication* | *Page 4* | | *Sanitation* | *Page 11* |
| *Confidential Information* | *Page 7* | | *Security* | *Page 11* |
| *Death in Family* | *Page 25* | | *Sexual and Other Unlawful Harassment* | *Page 3* |
| *Dispute Resolution/Waiver of Jury Trial* | *Page 26* | | *Shift Schedules* | *Page 17* |
| *Drug-Free Workplace Policy* | *Page 28* | | *Sick Leave* | *Page 21* |
| *-California Supplement* | *Page 34* | | *Suggestions* | *Page 13* |
| *-Texas Supplement* | *Page 34* | | *Telephone Courtesy* | *Page 13* |
| *-Supplement for DOT employees* | *Page 34* | | *Termination of Employment* | *Page 5* |
| *Education Reimbursement Policy* | *Page 9* | | *Time to Vote* | *Page 26* |
| *E-Mail/Internet Policy* | *Page 7* | | *Timekeeping* | *Page 16* |
| *Emergency Preparedness* | *Page 11* | | *Tip Reporting* | *Page 16* |
| *Employee Discounts at Forever Resorts* | *Page 18* | | *Transfer to Another Property* | *Page 5* |
| *Employment Reference and Letter of Recommendation Policy* | *Page 6* | | *Uniforms* | *Page 12* |
| *Environmental Alert* | *Page 12* | | *United States Immigration Law* | *Page 4* |
| *Equal Employment Policy* | *Page 2* | | *Vacations* | *Page 18* |
| *Exit Interviews* | *Page 6* | | *Violations of Company Policy and/or Law* | *Page 4* |
| *Family and Medical Leave Act (FMLA)* | *Page 22* | | *Worker's Compensation* | *Page 21* |
| *Family Employment* | *Page 12* | | | |
| *FMLA Employee Rights/Responsibilities* | *In Back* | | | |
| *General Staff Meetings* | *Page 13* | | | |
| *History of The Company* | *Page 2* | | | |
| *Holidays* | *Page 19* | | | |
| *Inspections* | *Page 11* | | | |
| *Insurance Benefits* | *Page 20* | | | |
| *Introduction* | *Page 2* | | | |
| *Jury Duty* | *Page 25* | | | |
| *Life-Threatening Illnesses in the Workplace* | *Page 3* | | | |
| *Lost and Found* | *Page 12* | | | |
| *Meal/Break Periods* | *Page 17* | | | |
| *Military Leave of Absence* | *Page 25* | | | |
| *No Solicitation or Distribution* | *Page 12* | | | |
| *Orientation and Training* | *Page 4* | | | |
| *Overtime* | *Page 17* | | | |
| *Parking* | *Page 12* | | | |
| *Pay Periods* | *Page 15* | | | |
| *Payroll Deductions* | *Page 16* | | | |
| | | | | |


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# FOREVER RESORTS
## And Affiliated Companies
## Purpose of this Handbook

THIS HANDBOOK IS DESIGNED TO PROVIDE INFORMATION TO EMPLOYEES OF FOREVER RESORTS AND ITS AFFILIATED COMPANIES ("THE COMPANY") REGARDING VARIOUS POLICIES, PRACTICES AND PROCEDURES THAT MAY APPLY TO THEM. THE COMPANY AND ITS EMPLOYEES ACKNOWLEDGE THAT THEIR RELATIONSHIP IS "AT WILL" AND THAT EITHER PARTY CAN TERMINATE THAT RELATIONSHIP AT ANY TIME AND FOR ANY OR NO REASON. THE COMPANY RESERVES THE RIGHT TO MODIFY, ALTER OR ELIMINATE ANY AND ALL OF THE POLICIES AND PROCEDURES SET FORTH HEREIN AT ANY TIME, WITH THE EXCEPTION OF EMPLOYMENT "AT WILL". NEITHER THIS MANUAL NOR ITS CONTENTS CONSTITUTE, IN WHOLE OR IN PART, EITHER AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT OR OTHERWISE BETWEEN THE COMPANY AND ANY EMPLOYEE, AND THEY SHOULD NOT BE CONSTRUED OR INTERPRETED AS SUCH BY ANYONE.

THE STATEMENTS CONTAINED IN THIS HANDBOOK REGARDING THE COMPANY'S POLICIES, BENEFITS, AND EMPLOYMENT PRACTICES ARE NECESSARILY IN CONDENSED FORM. WHILE THIS HANDBOOK IS NOT INTENDED TO STATE ALL OF THE CONDITIONS OF EMPLOYMENT AND ALL OF THE PRINCIPLES WHICH WILL HELP TO GUIDE OUR PEOPLE IN THE PERFORMANCE OF THEIR DUTIES, IT WILL GIVE YOU GENERAL INFORMATION IN REGARD TO CERTAIN POLICIES AND BENEFITS WHICH ARE IN EFFECT AT THIS TIME.

THE INFORMATION AND GUIDELINES CONTAINED IN THIS EMPLOYEE HANDBOOK SUPERSEDE ANY PRIOR VERSIONS OF THE COMPANY'S EMPLOYEE HANDBOOK OR ANY OTHER EMPLOYEE HANDBOOK THAT MAY HAVE BEEN USED IN THIS LOCATION.

ORAL STATEMENTS ON THE PART OF SUPERVISORS, MANAGERS, OR OTHER EMPLOYEES OF THE COMPANY CONCERNING AN EMPLOYEE'S TERMS AND CONDITIONS OF EMPLOYMENT WILL BE SUPERSEDED BY THE WRITTEN POLICIES THAT ARE THE BASIS OF THIS HANDBOOK. AT TIMES, AND IN SOME CASES, THE APPLICATION OF THE POLICIES MAY BE AFFECTED BY PRESENT OR FUTURE GOVERNMENT REGULATIONS, THE UNIQUE FACTS SURROUNDING A PARTICULAR EMPLOYEE OR SITUATION, AND/OR THE INTERESTS OF THE COMPANY.



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## INTRODUCTION

Welcome! We are an exciting, challenging and interesting company to work for and we are proud to have you as a member of our team.

You were selected to join the Company's team because of your desire to meet our high standards of excellence. Those standards are reflected in our facilities, our services and the pride and professionalism that is apparent in your fellow employees.

The Company's business strategy is built around people. Our beautiful houseboats, full-service marinas, comfortable rooms, state-of-the-art meeting & conference facilities, food and beverage locations and stylish gift & apparel stores attract thousands of first time visitors. Whether or not they come back again is up to you.

Our service standards are simple. Make every guest feel welcome and important; respond to their needs efficiently with the utmost care and courtesy; and project a polished image. We rely on your ability to fulfill those expectations and contribute to the success and progress of the Company. Our mission is to obtain maximum profitability, while improving guest and employee relations. We believe in the inherent value of every person, and intend to initiate a relationship with each and every employee. We hope that you will do your part to build a successful relationship during your time as an employee with the Company.

## HISTORY OF THE COMPANY

The Company is a network of recreational resorts located throughout the United States. We have assembled an experienced and expert management team that has positioned the Company to be a leader in the recreation industry.

Since 1981, The Company has steadily grown to include marina resorts, luxury houseboat rentals, a lodge in Grand Teton National Park, Rocky Mountain Park Holiday Inn, the Grand Canyon North Rim and the Forever/NPC group of resorts which include the Blue Ridge Parkway and Mammoth Cave; upscale retail locations, a houseboat manufacturing plant and the famous Texas ranch, Southfork. The Company's Home Office is located in Scottsdale, Arizona. We are proud to have you as a member of the team!

## POST-OFFER, PRE-EMPLOYMENT PHYSICAL EXAMINATION

Some positions require essential job functions to be physically performed by the employee. The Company may require a post-offer, pre-employment physical examination paid for by the Company to confirm an individual's ability to perform the essential job functions of a particular position.

## EQUAL EMPLOYMENT POLICY

The Company is an Equal Opportunity Employer and does not discriminate on the basis of a person's race, religion, color, sex, age, national origin, disability, or Vietnam era veteran status. The Company's equal employment efforts include:

1) All recruiting, hiring, and promoting for all job classifications is done without regard to race, color, sex, religion, age, national origin, disability, or veteran status except when sex, age, or a particular physical capability is a bona fide occupational qualification. All decisions on employment are made to further the principle of equal employment.

2) All promotion decisions will continue to be made in accordance with Equal Employment Opportunity principles and bona fide job requirements will be used.



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3) All other personnel actions such as compensation, benefits, transfers, disciplinary actions, layoffs, return from layoffs, and Company sponsored training, will be administered without regard to race, color, sex, religion, age, national origin, disability, or veteran status.

4) It is the policy of the Company to consider qualified applicants, who may have a disability, for position openings. Qualified persons with disabilities who can perform the essential functions of the position, either without accommodation or with a reasonable accommodation, will be considered on an equal basis with all other applicants. All promotion decisions and other personnel actions will be administered on an equal basis with employees with disabilities receiving equal consideration as stated above.

**LIFE-THREATENING ILLNESSES IN THE WORKPLACE**

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The Company supports these endeavors as long as employees are able to meet acceptable performance standards in the essential functions of the job. As in the case of other known disabilities, the Company will make reasonable accommodations provided doing so will not cause undue hardship or expose employees, guests, or others to the illness or unnecessary risk to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical-related information of individual employees such as doctors' releases to work and workers' compensation injury reports, are treated confidentially and kept in a separate, secure file. The Company will take appropriate precautions to protect such information from disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information.

**SEXUAL AND OTHER UNLAWFUL HARASSMENT**

The Company is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's, race, ethnic origin, sex, disability, or religion will not be tolerated. Sexual harassment (both overt and subtle) is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other offensive verbal or physical conduct.

Individuals who feel that they are being harassed in any way or find the conduct of any other employee to be hostile or offensive are encouraged to discuss the issue with the person or persons responsible for causing the offense. Any incident of harassment must also be reported to the employee's supervisor. If the supervisor is unavailable or the employee believes it would not be appropriate to contact that person, the employee should immediately contact another supervisor, manager or the Human Resources/Payroll coordinator.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment should promptly advise the appropriate vice-president or Home Office Human Resources, who will handle the matter in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including immediate termination of employment.

Inappropriate harassment as described above is taken very seriously. Never make light of an individual's background or personal characteristics. Regardless of the intent, the way comments or actions are perceived by the alleged victim will often define harassment. Be very sensitive to the feelings of others. What may seem harmless fun to you may not seem so to others.



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The Company will not tolerate retaliation against any employee for reporting violations of its unlawfi harassment policy. Employees must report any alleged retaliatory actions and all reports will be prompt investigated by the Company.

**UNITED STATES IMMIGRATION LAW**

The U.S. Immigration Law requires that any employee, who is hired after November 6, 1986, prov eligibility for employment in the United States. The requirement applies to U.S. Citizens as well as to no citizens. You must present appropriate documentation as defined by law showing your eligibility f employment. This means you must prove you are:

1) A citizen or noncitizen national of the United States; or
2) A lawful permanent resident; or
3) An alien authorized to work in the United States.

**VIOLATIONS OF COMPANY POLICY AND/OR LAW**

The Company does not violate the law and do not tolerate those who do. If an employee believes th anyone in or associated with the Company has violated or is violating State or Federal law or Compan policy, they must report the violation(s) to their General Manager, to one of the Vice Presidents of Forev Resorts, or to the Senior Vice President of Human Resources, or Director of Human Resources for Forev Living Products International, Inc.

**COMMUNICATION**

Good communication is particularly important to the Company. Your supervisor is the first and mo important means of communicating with management about yourself and your job. Ask questions and ta with your supervisor frequently about any ideas, suggestions or concerns you may have. Questio concerning paychecks, benefits and employee services should be directed to the property's administrati office.

We want you to know what is going on in the Company. Remember that facts are a much better source information than rumors or gossip. You may be asked or required to attend employee meetings for th purpose. Memos and bulletins will be posted with announcements of importance to you. In addition, the are official channels of communication, and you are always free to ask questions or pass on suggestions your supervisor, human resources or management.

**ATTENDANCE AND PUNCTUALITY**

If you will be unavoidably delayed or absent, let your supervisor know at least two (2) hours in advance your scheduled shift time so that appropriate arrangements can be made. Absence for two (2) consecuti days without notice constitutes job abandonment, which is recorded as a voluntary termination employment. Excessive absenteeism, including tardiness and absences, may result in disciplinary action to and including termination.

**ORIENTATION AND TRAINING**

The Company believes in the importance of ensuring that each employee has the skills necessary competently perform their assigned responsibilities. Therefore, your supervisor will provide you with a jc description that outlines work responsibilities and explains the performance standards by which you will measured. Your supervisor will also lead you through a departmental orientation program. You may invited to attend departmental meetings and training sessions. You may be asked to share your talents, ide and experiences. Through sharing, we will continue to grow as individuals and as a team.

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**PROBATION**

At the discretion of the General Manager or Supervisor, you may be placed on probation for inadequate performance or improper behavior at any time during your employment, to correct recognized performance shortcomings that you are able and willing to correct. Note, however, that the Company retains the sole discretion to discharge an employee for any lawful reason at any time, without providing any probationary period in advance of discharge. While you are on probation, both you and your supervisor should pay particular attention to your performance and progress.

**PROMOTIONS**

The Company is proud of its reputation for providing its employees with opportunities for professional growth and advancement. You will have an opportunity to prepare yourself for advancement. If you are interested in another position, please notify your supervisor. If in the opinion of management of the Company your qualifications meet the requirements of the position or the needs of the facility, you will be considered for the position along with other qualified applicants. It is the goal of the Company to promote/hire the most qualified applicant for a given position. Thus, the Company does not have a "hire from within" policy.

**CLASSIFICATION**

You will be classified in one of the following categories with wages and benefits designed to reflect your employment status:

**FULLTIME REGULAR employees.** These employees work at least 32 hours per week during the established seven-day work period.

**PART-TIME, ON-CALL, TEMPORARY, or SEASONAL employees.** Any employees with these classifications will not be eligible for Company benefits, regardless of length of service or hours worked, except that they may contribute their own pre-tax money to the 401k plan if they enroll. If you feel that your current classification does not match your employment status and work hours, notify your supervisor for a determination as to your correct classification. Employee classifications remain the sole determination of management.

**TRANSFER TO ANOTHER PROPERTY**

Employees interested in a transfer must have completed 90 days of employment with their current location. Employees must be in good standing in their current position and have the qualifications for the position they are seeking. Any request for transfer to another Company property must be discussed with the General Manager of your current resort. If the General Manager of your current resort is interested in allowing you to transfer, he/she will discuss it with the General Manager of the resort you wish to transfer to. Both General Managers must be in agreement with the transfer before it will be allowed to occur. There is no guarantee that transfers will be approved as they are at the sole discretion of the Company.

The major benefits of a transfer are the continuation of your service date and employment. However, depending upon whether your new position is "regular fulltime" or "seasonal" or "part time", your service may or may not transfer, you may or may not be eligible for benefits and you may be recorded as a termination and rehire at the new property. Additionally, if approved, you need to travel to the new location immediately. If you plan to take time off before reporting, your record will be a termination at the current location and a re-hire at the new location.

**TERMINATION OF EMPLOYMENT**

**Resignation** - As a matter of courtesy, employees who decide to leave the Company are expected to give at least two weeks' written notice. Employees are expected to work through their notice period, unless the Company approves an earlier departure.

**Layoff** - When an employee's position must be eliminated for business and/or economic reason, and no other suitable positions are available, the termination is classified as a layoff. Laid-off employees, who are



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recalled within ninety (90) days, will retain the seniority and benefits to which they were entitled at the time of the layoff. However, the separation period will not be considered in determining eligibility for benefits.

**Discharge** – When employees are terminated by the Company, if they live on company property, they will be notified as to how much time they have to pack their belongings and vacate the premises.

**Company Property Upon Termination** - Upon termination for any reason (voluntarily or involuntarily) you must return, to your department head or supervisor, all Resorts equipment, including uniforms, keys, locks, manuals, and name tags. Final payment of wages and other compensation due will be made within the time period required by applicable state and federal laws. Employees who live on property will have a limited time to pack their belongings and vacate the premises.

## EXIT INTERVIEWS

You may be asked to participate in an exit interview. The human resources/administrative office or your immediate supervisor usually conducts this interview at the time that your employment with the Company ceases. The exit interview will be used as a means for you to provide us input as to your employment experience with us.

## EMPLOYMENT REFERENCES AND LETTERS OF RECOMMENDATION POLICY

The Company seeks to avoid the possibility of inaccurate, inconsistent or unfair references. Therefore, all requests for references on existing or former employees must be forwarded to Home Office Human Resources, who will verify dates of employment and job title. Under no circumstances are employees at any level authorized to provide references to anyone outside of the Company.

The Company does not provide written letters of recommendation for departing or former employees. No letters of recommendation should be mailed by anyone to the departing employee, former employee or prospective employer.

## SAFETY STANDARDS

The Company's safety standards were designed to ensure the well being of our guests and employees and to prevent on-the-job injuries and accidents. Safety is a responsibility we all share. Employees who violate safety rules present a danger to themselves and others. This type of behavior is unacceptable and subject to disciplinary action up to and including termination.

The following are general safety standards for all Company employees. You are also expected to know and follow the specific safety standards for your department and location.

- Be alert. Be careful. Be aware of your surroundings. Always **THINK SAFETY.**
- Report any unsafe or sub-standard conditions, malfunctioning equipment, or any other item you believe is unsafe to your supervisor or department head immediately.
- When an accident occurs, report it immediately to your supervisor, even if it appears only slight at the time.
- Know how to perform a job safely. Use the recommended job procedure while doing it.
- Exercise caution when approaching blind spots such as doorways or corners, do not back away from counters, or work stations.
- Clean up spills, etc. immediately. Use caution when walking on slippery surfaces. Place appropriate warning signs immediately.
- Use approved climbing tools such as ladders and step stools. Do not use chairs, tables, boxes, etc.
- Never block a fire exit.
- Work with safety in mind at all times. Horseplay, practical jokes, or other unsafe behavior is not allowed.
- Observe all rules for wearing personal protective and safety equipment.



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- Carefully read and understand directions and warnings before using any cleaning or hazardous chemicals on the job.
- Follow all established procedures in case of fire or emergency situations. Above all, remain calm. Do not panic.
- Learn and practice the correct way to lift heavy objects.
- Keep all walking surfaces and stairs free from debris.
- Operate only equipment on which you are properly trained.
- Obey all safety signs.
- If your work requires that you handle chemicals that may be hazardous, you will be informed of the location and availability of your property's written hazard program. Containers will be labeled with warnings, and you will be trained to recognize and handle chemicals in the work area.
- Equipment and tools issued for use in your work should be treated with respect as important Company assets and must not be removed from the workplace. If equipment or tools used by you are in need of repair, report this fact to your supervisor so that arrangements can be made for repair or replacement.
- Use all tools and equipment for their intended use only, making sure all guards and other safety-related components are in place.
- If a guest or employee is injured or ill, call the most immediate available supervisor at once.

**CONFIDENTIAL INFORMATION**

Please respect the confidentiality of our business by not discussing any matter not released to the general public.

**E-MAIL/INTERNET POLICY**

This policy describes the guidelines for all the Company's properties with regard to access to and disclosure of electronic mail messages sent or received by Company employees with use of the Company e-mail system. The policy below applies to any employee who has access to or whose job duties include work on company business computers. The Company recognizes the privacy of its employees' work-related conduct along with the need for the use of the Company-provided equipment or supplies. You should be aware that the following guidelines may affect your privacy in the workplace. You should have no expectation of privacy in the use of the Company computers – all equipment, software, e-mail, other documents and your work product are the property of the Company.

**I. Management's Right To Access Information/Security**

The electronic mail system has been installed by Company to facilitate business communications. The Company has a dedicated connection to the Internet with a firewall providing secure controlled access between the Company network and the Internet. Even though an employee may have an individual password to access this system, it belongs to the Company and the contents of e-mail communications are accessible at all times by Company management for any business purpose. These systems will be subject to periodic unannounced inspections by the Company, and should be treated like other shared filing systems. All system passwords and encryption keys must be available to Company management, and you may not use passwords that are unknown to your supervisor or install encryption programs without the prior approval of your supervisor or without turning over encryption keys to your supervisor. All e-mail messages are Company records. The contents of e-mail, properly obtained for legitimate business purposes, may be disclosed within the Company without your permission. Therefore, you should not assume that messages are confidential. Back-up copies of e-mail may be maintained and referenced for business and legal reasons. Employees are prohibited from the unauthorized use of the passwords and encryption keys of other employees to gain access to the other employees' e-mail messages. Alternate Internet Service Provider connections to the Firm's internal network are not permitted unless expressly authorized by the Department Supervisor.

**II. Personal Use of E-Mail**

Because Company provides the electronic mail system to assist you in the performance of your job, you should use it for official Company business. Incidental and occasional personal use of e-mail is permitted by



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Company, but these messages will be treated the same as other messages and are not considered confidential and are subject to monitoring. Any personal use should be done on your own time and not Company time. Company reserves the right to access and disclose as necessary all messages sent over its e-mail system, without regard to content. Since your personal messages can be accessed by Company management without prior notice, you should not use e-mail to transmit any messages you would not want read by a third party. For example, you should not use the Company e-mail for gossip, including personal information about yourself or others, for forwarding messages under circumstances likely to embarrass the sender, or for emotional responses to business correspondence or work situations.

In any event, you should not use these systems for such purposes as soliciting or proselytizing for commercial ventures, religious or personal causes or outside organizations or other similar, non-job-related solicitations. If Company discovers that you are misusing the e-mail system, you will be subject to disciplinary action up to and including termination. Users should not have any expectation of privacy with respect to e-mail.

**III. Forbidden Content of E-Mail Communication**

Company e-mail and Internet access may not be used for knowingly transmitting, retrieving or storing any communications of a discriminatory or harassing nature or materials that invade the right of privacy or are offensive, scandalous, profane, obscene, or sexually explicit. Harassment of any kind is prohibited. Any materials that are derogatory or inflammatory regarding any individual race, age, disability, religion, national origin, physical attributes or sexual preference are prohibited. Electronic media may also not be used for any purpose that discloses confidential Company information to third parties, that is illegal, that is unethical, that is against Company policy, or that is contrary to the Company's best interest. Solicitation of non-Company business or any use of the Company's e-mail or Internet for personal gain is prohibited. Use of the Company-provided e-mail system in violation of this guideline may result in disciplinary action, up to and including termination.

**IV. Communications Sent Via E-Mail**

All communications sent by employees via the Company's e-mail/Internet system must comply with these stated policies and with all other Company policies.

Each employee is responsible for the content of all materials (i.e. text, audio or images) that he or she places or sends over the Company's e-mail/Internet system. No e-mail or other electronic communications may be sent that hides the identity of the sender or that represents the sender to be someone else or from another department or another company. All messages communicated on the Company's e-mail/Internet system should contain the employee's name. No materials, information or messages may be sent by any employee to any public site or forum (e.g., discussion groups, bulletin boards, or chat rooms) unless expressly authorized by the Department Supervisor. Authorized senders of any such communications should exercise care and responsible judgment in any statements made, as they may reflect upon the Company, its employees and/or distributors.

External e-mail is susceptible to illegal interception. As a result, external e-mail communications containing any privileged, confidential, or proprietary information should be handled with the type of care that is employed with confidential communications made through other devices like fax transmissions, letters, and telephone calls.



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### V. Confidential Information

Whenever Company makes Confidential Information available to the Employee, it shall be for the sole purpose of facilitating efforts to promote and sell Company's products and services. Employee shall not use, disclose, capitalize or otherwise exploit any Confidential Information for Employee's own benefit, or for the benefit of anyone else, other than for the purpose of conducting business for Company. Employee shall maintain the confidentiality and security of the Confidential Information in Employee's possession and take reasonable precautions to protect against disclosure, misuse, misappropriation and other action inconsistent with the best interests of the Company. Upon termination of employment with the Company, Employee shall return all copies of Confidential Information or documents containing or incorporating any Confidential Information to the Company.

If any such information has been put in computer form, the original shall be given to Company, and all copies shall be erased and/or destroyed immediately. Upon request by Company, Employee shall certify to Company by sworn affidavit that Employee has returned all Confidential Information in Employee's possession or control to Company and that no other copies or embodiments in any form of the Confidential Information exists in the Employee's possession or control.

### VI. Software

To prevent computer viruses from being transmitted through the Company's e-mail/Internet system and to prohibit the downloading of copyrights, trademarks, patents or other proprietary rights without permission, no employee may download any software that has not been specifically authorized by the Company in writing. All software downloaded must be registered to the Company. The use of any software not approved by the I.T. Department for access to the Internet is prohibited. Employees should contact I.T. if they have any questions regarding the software intended for use on the Company's system.

### VII. Disciplinary Action For Misuse of Email/Internet

If the Company discovers that you are misusing the e-mail or internet system, you will be subject to disciplinary action up to and including termination.

## EDUCATION REIMBURSEMENT POLICY

The Company encourages lifelong learning and individual development. To that end, the Company believes that individuals have primary responsibility for their own career development, with Company assistance available for employee education outside the workplace provided in the form of education reimbursement for work-related classes as described in this policy.

The Company's approval and support of classes through education reimbursement does not constitute a commitment for promotion or for continued employment for any specific duration. The education reimbursement policy does not constitute a contractual agreement of any kind between the Company and an employee nor does it negate the "at will" employment practices of the Company.

The Company will provide reimbursement of eligible expenses (tuition and books) for job-related coursework, based on the final grade, specifically, 100% for an "A", 90% for a "B", and 80% for a "C".

### I. Eligibility Requirements

All fulltime employees who have been continuously employed by the Company for one year are eligible for education reimbursement. For coursework to be reimbursable under this policy, the following conditions must be met:

- Enrollment occurs subsequent to the date of hire or rehire.
- The employee has acceptable job performance.
- Approval of coursework by the General Manager, a Resort Vice President and Director of Human Resources is obtained and documented on the **Education Reimbursement Request Form** prior to the



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- start date of the course. It is the employee's responsibility to ensure that the General Manager receives the application ***prior to the start of the course***.
- After approval, the General Manager forwards it to Home Office for the Vice President and Human Resources approvals.
- Grades and an original itemized bill for all coursework are submitted to the General Manager within 90 days of completion of the coursework along with the approved **Education Reimbursement Request Form**.
- The General Manager submits it to Home Office Payroll for reimbursement.

The Company will reimburse eligible employees and will not make direct payments to a college or university. The maximum calendar year dollar reimbursement for full-time employees is $5,000. (Please note that the calendar year includes payments made during the calendar year and may not necessarily correspond to the course end date. For example, if your course ends on 12/15 and you turn your request in on 12/31, your reimbursement will be paid in the following year and count toward that following year's calendar maximum.)

Reimbursement is not provided for courses offered on a pass/fail basis. Audited or incomplete courses (withdrawals) or courses for which the employee receives a grade lower than "C" are not covered.

**Approval Process**

1. **Before classes begin**, the employee must complete an **Education Reimbursement Request Form** and present it to the General Manager for approval.
2. The form is approved by the General Manager and sent to Home Office Human Resources.
3. Home Office Human Resources will review the request, approve or deny it, and return the original form to the General Manager, who will provide a copy to the employee.

**Reimbursement Process**

1. Within 90 days after completing the course, the employee sends the approved copy of the request, grade report, itemized eligible expenses with receipts and completed voucher to the General Manager.
2. The General Manager will approve the voucher and send it to Payroll for reimbursement on the next regularly scheduled payroll.

Repayment Obligations of Employee

An employee who separates from employment for any reason, except as described below, within 2 years of the issuance of a reimbursement payment, must return a portion of the payment as described below.

| Date of Separation | % to be repaid |
|---|---|
| Less than 1 year after reimbursement date | 100% |
| 1 to 2 years after reimbursement date | 50% |
| 2 or more years after reimbursement date | 0% |

The repayment obligation begins as of the date of each reimbursement by the Company to the employee and applies separately to each payment made. The repayment obligation shall be waived only in the event of employee's death, long-term disability, or workforce reduction/job elimination.

Upon termination of employment, amounts due to the Company under this policy are payable in full within 15 days of termination. Upon notice of termination of employment, amounts due will be deducted from the employee's remaining paychecks, unless prior payment in full is received. After payroll deduction, any remaining balance is due from the employee within 15 days of termination.



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By signing the **Education Reimbursement Request Form**, the employee consents to payroll deduction ( Education reimbursements due to the Company as a result of termination of employment. Failure of a individual to fulfill his/her repayment obligation may result in collections efforts for amounts due, includir litigation, and the employee agrees to pay all costs and fees incurred by the Company in attempting to colle such amounts owed from the employee.

## II. Company Discretion

The Company has the sole and absolute authority to administer this policy and to make decisions ar interpretations under the policy including, but not limited to, which classes or schools qualify f( reimbursement. The Company may revise or terminate this policy at any time.

## III. Tax Status of Reimbursements

**This policy is not considered an educational assistance program under IRS Section 127.** Please no that changes in tax laws may affect the taxability of reimbursements received under this policy. If tl reimbursement expense meets IRS code for deductibility, it will be excludable from the employee's incom If not, it will be added to the employee's W-2 wages.

The reimbursement is non-taxable to the employee if:

1. The education **maintains or improves a skill** which is required for the employee's **current** job O has been required by the Company in order to retain that employee in the employee's curre employment position; or.
2. The education is **not** part of a course of study that will qualify the employee for a new trade ( business; or,
3. The education is **not** to enable the employee to meet minimum educational requirements of the job ( position.

If the above criteria are not met, the reimbursement, if approved, is taxable and added to the employee's W- wages.

## SECURITY

You have an obligation to observe and maintain established regulations insuring the security of Compar property, its employees, and guests. The following rules are not all encompassing, but their observance wi assist in maintaining a more secure environment:

1) Report any suspicious characters or unusual activity to your supervisor or to security immediately.

2) All keys given to you in the course of employment are the Company's property, and must not b duplicated in any circumstance without written permission. Protect and use them with care, and return the to the proper place.

3) Follow established procedures for responding to situations involving criminal activities.

## INSPECTIONS

Employees are subject to occasional inspection of their belongings (and living quarters if they live i Company housing) at any time including bags, purses, backpacks, boxes, dorm rooms, trailers, etc. as condition of employment and/or continued employment.

## EMERGENCY PREPAREDNESS

Each Company property has an emergency action plan. It is your obligation to review these procedures wi your supervisor and understand any responsibilities you may have responding or reacting to these situation You will be expected to assist, where appropriate, in an emergency; but you will not be expected i jeopardize your own personal safety.

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**ENVIRONMENTAL ALERT**

It is everyone's job to protect our environment and keep energy consumption to a minimum.

- Conserve electricity.
- Report any potential energy leaks to your supervisor.
- Conserve water.
- Close all doors when walking in or out of buildings.
- Dispose of wastes properly.
- Support recycling efforts.
- Understand procedures for responding to fuel & chemical spills.
- Understand procedures involving containment while sandblasting, scraping, painting, cleaning, etc. any surfaces.
- Understand, support and assist all Resort Affiliates' efforts with regard to ISO 14001 and all other environmental policies and initiatives.

**NO SOLICITATION OR DISTRIBUTION**

Solicitation or distribution of non-work related literature is not permitted.

**LOST AND FOUND**

Any items found on the Company's property must be turned in immediately to your supervisor so that an attempt can be made to locate and restore such items to their rightful owner.

**PARKING**

You may be asked to park in designated employee parking areas and must observe all posted stop signs and speed limits. The Company is not responsible for theft or vehicle damage.

**UNIFORMS**

If you are required to wear a uniform, it will be provided. Uniforms will not be worn outside Company property except when traveling to and from work. You may also be required to wear other appropriate items such as footwear. It is your responsibility to keep your uniform pressed, neat, clean, and in good repair. The Company will also issue you a name badge. Name badges are part of the uniform and should be worn by all employees while working.

**FAMILY EMPLOYMENT**

Employment of more than one member of a family or married couples will not be permitted unless approved by the appropriate Vice President. This shall include parents, children brothers, sisters, and all other immediate family members, i.e.; in-laws, stepchildren, nieces, nephews, etc.

Employees who marry after permanent fulltime employment has been established would need the approval of the appropriate vice president to continue prior employment status, if there is a direct reporting relationship between the married employees.

**CHANGES IN PERSONAL STATUS**

Employees should notify their Administrative/Payroll representative immediately regarding changes in their personal status. Such information would include changes in:

1) Name
2) Marital status
3) Address or telephone number
4) Number of dependents for tax purposes
5) Person to notify in case of emergency
6) Alien status or eligibility to work in the United States
7) Correction to Social Security Number



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An employee who has a "qualifying event" such as birth of a child, marriage, loss of other insurance coverage, divorce, etc. may make a corresponding benefits change. The employee must contact Home Office Human Resources-Benefits immediately as any allowable benefit change must be completed within 30 days of the event. Documentation of the qualifying event is required.

**ACCESS TO PERSONNEL FILES**

The Company maintains a personnel file on each employee. Personnel files are the property of the Company, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the Company who have a legitimate reason to review specific information in a file are allowed access. An employee is not allowed access to review his/her own personnel file, except as allowed by applicable state law.

**GENERAL STAFF MEETINGS**

As necessary, employee meetings will be held to offer opportunities for everyone to exchange information, express opinions, and to make known problems or suggestions people might have with regard to the operation of the Company. Additionally, meetings may be held to keep you informed of various Company events and to keep you current on new employee benefits and practices. These meetings are generally unpaid unless specified "mandatory". Your attendance at mandatory meetings, such as sexual harassment training or benefits, is required and the time is paid.

**SUGGESTIONS**

Your ideas are welcomed. The Company is always pleased to receive any idea that you feel will improve our operation or save time and money. Any suggestions you feel warrant your supervisor's attention should be put in writing and submitted to your supervisor.

**TELEPHONE COURTESY**

If you use a telephone as part of your work, remember that you are representing the Company. Here are a few reminders about telephone etiquette:

- Answer promptly. All calls should be answered by the third ring.
- Speak clearly and pleasantly.
- Identify your property, yourself, and ask, "How may I help you?"
- Listen carefully and get all the information you need to handle the request.
- Handle the caller's request completely, which might include a return call with further information.
- Say "Thank you" and "Good-bye".

**BUSINESS STANDARDS AND PERSONAL CONDUCT**

Operating a successful business requires the cooperation and mutual respect of all employees. Our personal conduct standards were developed to ensure that we work together as a professional team, with consideration for the rights and interests of others.

There are certain patterns of personal conduct that are expected. The following are some suggestions to keep in mind:

**BE COURTEOUS** --Always treat others, as you would expect to be treated, whether it is with a guest, another employee, or a vendor. Personal courtesy and kindness always helps in the performance of any task.

**BE ENTHUSIASTIC** --A whole-hearted, positive attitude that spells success often results in a warm response from those with whom you interact.



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**BE NEAT** --An orderly approach toward our work will produce accuracy and save time. Doing things twice always takes longer than being careful the first time.

**BE WELL-GROOMED** --Extreme clothing, jewelry, fragrance, and makeup are not appropriate in a business organization. All employees should give particular attention to details of personal hygiene and grooming, especially in our industry where we are always in the "public eye".

Obviously, when employee misconduct occurs, measures must be taken to correct the situation. The approach we take to discipline may vary depending on, among other things, the seriousness of the offense, the circumstances under which it occurred, your duties, and your overall work record, including any prior disciplinary action. Discipline can take one of the following forms:

- Verbal counseling
- Written counseling/warning notice
- Suspension from work without pay
- Termination

Any or all of these steps can be skipped as the Company deems appropriate in its discretion. There are cases when, at the Company's discretion, immediate termination is the appropriate action, and the Company may do so without warning.

The following are examples of unacceptable personal conduct that may result in disciplinary action. **This list is not all-inclusive.** Management may determine that certain behavior not described in these standards also warrants disciplinary action, up to and including immediate termination:

- Leaving the job during working hours without permission.
- Excessive absenteeism, tardiness, breaks, leaving shift early, loitering, wasting time
- Failure to follow established work methods and procedures.
- Failure to fulfill the responsibilities of the job to the extent that might, or does, cause injury or damage.
- Rude, discourteous, or offensive conduct towards distributors, visitors, guests, supervisors, or other employees, including profane, intimidating and abusive language.
- Creating or contributing to a hostile work environment of sexual harassment.
- Using obscene language or acting in any manner that could be interpreted as sexual, racial, religious, or other types of harassment.
- Threatening, intimidating, coercing, interfering with guests, or other employees.
- Threatened or actual physical violence or force against another employee or guest.
- Dishonest, false, fraudulent, or malicious statements or actions.
- Failure to report an accident or personal injury, breakage or damage to equipment or facilities.
- Giving false information or refusing to give information when accidents, injuries or damage are being investigated.
- Falsifying information on an employment application or any other Company record.
- Inappropriate discounting purchases or failure to record correct price in register or check-out
- Unauthorized use, removal, or theft of property belonging to the Company, an employee, an independent contractor, or guest.
- Unauthorized use of guest rooms or guest facilities and unauthorized attendance at guest functions or meetings.
- Destroying, defacing, damaging, or misuse of Company property, the property of other employees, or guests. Neglect, carelessness or mischief which results in loss, damage or breakage of Company, guest or other employee property.
- Unauthorized removal or sharing of confidential information.
- Violation of appearance standards.



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- Violation of attendance standards.
- Violation of safety, fire prevention, health, or security rules and practices.
- Violation of department rules, regulations, or procedures.
- Violation of state or federal laws.
- Failure to notify your supervisor of an arrest, the service of a personal summons containing charges or allegations of illegal activity on behalf of the employee served, the filing of a disorderly complaint or the return of an indictment against an employee for an alleged illegal activity, or being subpoenaed to testify in any proceeding which involves alleged illegal activity on behalf of the employee or another employee of the Company.
- Carrying a weapon on Company premises without authorization.
- Immoral conduct or indecent behavior while on Company premises or on Company business, or conduct which reflects negatively on the Company.
- Behavior that publicly embarrasses the Company.
- Hustling, soliciting gratuities, or suggesting that a gratuity is required or expected for service. Indicating in any way that an offered gratuity is not sufficient.
- Smoking in an unauthorized area.
- Drinking or having the odor of an alcoholic beverage on your breath, possessing, or being under the influence of alcohol upon reporting to work or during working hours. Selling, dispensing, or passing alcoholic beverages on Company premises, except in the specific performance of work assigned by the management.
- Using or having present in the body system controlled substances (illegal drugs) or misuse of prescribed drugs upon reporting to work, during working hours, or on Company premises during non-working hours. Using, selling, possessing, dispensing, or passing any controlled substance (illegal drug) on Company property.
- Careless or inefficient performance of duties. Failure to maintain proper standards of workmanship or quality.
- Excessive or continuous cash shortages, loss of funds or other irregularities in the handling of cash or credit cards.
- Insubordination, including failure to obey or refusal to perform assigned duties as requested by your supervisor or management. If a request is made of you that you feel would place you, a coworker-worker, or a guest in an unsafe, dangerous position, ask your supervisor for clarification of instructions before performing the task.
- Refusal to work overtime as requested by management or working overtime without management approval.
- Punching or altering another employee's time card, falsifying production records, or any other interference or hindrance of work schedules.
- Failure to punch your timecard or complete a timesheet on time or at all.
- Failure to clock in and out for meal breaks.
- Failure to report sick or vacation time. This includes the completion of PCN's if you are responsible for doing so for employees who report to you.
- Failure to report tips.
- Failure to report any lost-and-found articles.
- Conducting excessive personal business on the job (including mail, e-mail, phone calls and visitors)
- Having unauthorized visitors in work areas.
- Utilizing Company telephones and the Company mail system without proper authorization.
- Possessing dangerous or deadly weapons on Company time or property.
- Gambling of any fashion on Company time or property.

**PAY PERIODS**

Pay periods are generally bi-weekly. Should a recognized holiday or any emergency preclude the disbursement of paychecks as scheduled, the Company will make distribution on the day most convenient to



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the regularly scheduled payday. Please check with your payroll administrator for your regularly scheduled payday.

Employees are required to pick up their paychecks or paystubs in person. In the event you are unable to do so, you must notify your supervisor or personnel manager in advance to make other arrangements.

**PAYROLL DEDUCTIONS**

Each payday the Company is required to withhold federal income taxes based on your earnings for the current pay period and your designated exemptions. Tax tables prepared by the federal government and your completed W-4 form determine the amount deducted.

The Company is also required to deduct State, County and City income tax in areas where such a tax is mandatory. Tables prepared by the appropriate taxing authority will be utilized to compute your deductions.

The Company is also obligated to make deductions from your pay for Social Security (FICA). The deduction, together with a matching sum paid by the Company, is forwarded to the Federal government to meet the cost of Social Security retirement and disability benefits.

In addition, the Company may also be obligated to make deductions from your paycheck for court ordered wage garnishments, child support payments or medical support orders. You will be notified in advance of such garnishments only as required by law. Your request to stop a court-ordered deduction will not be honored. The Company can only stop such a deduction based on a court order to stop it.

Payroll deductions for rent, electricity, propane or other authorized charges will be made upon written authorization from the employee, and will be deducted from your paycheck unless other arrangements have been made. Please check with your payroll administrator for your property's policy on frequency and dates that authorized deductions will be made from your payroll.

Vacation and sick leave will typically be included in the regular paychecks for the periods into which vacation or sick days fall.

No advances on salaries or wages will be allowed.

You assume ownership and responsibility for your paycheck when you receive it. Immediately contact your property manager or administrative office if your check is lost or stolen.

**TIMEKEEPING**

The Company uses time cards as a means of determining hours actually worked. It is required, therefore, that your time be recorded at the start of each shift, at the beginning and end of meal periods, and at the end of your shift. Your location may require the use of a time clock or other timekeeping device.

Since your pay is calculated on hours actually worked, your time should never be recorded until you are ready to report to your workstation. All hourly time to calculate pay may be rounded to the nearest tenth of an hour or quarter hour, depending on the system in place at the location.

Under no circumstances should you record work time on behalf of another employee nor should you request another employee to record your work time. Such actions may result in immediate termination.

**TIP REPORTING**

Tipped employees must report all cash tips to the Company. Each property has procedures to follow for the required reporting of all tips.



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This requirement does not apply to event service charges and credit card tips. These are automatically listed as income on your paycheck and, therefore, appropriate taxes are withheld.

**OVERTIME**

Hourly employees are paid at the rate of time and one-half for all hours worked in excess of forty hours during the regularly scheduled workweek except as modified by state law. If your property operates on a seasonal basis on NPS property, overtime would be paid based on state law, if any; or if there is no state overtime law, overtime for your location may be paid for hours worked in excess of fifty-six hours during the location's standard workweek. Salaried supervisory employees are exempt from overtime pay.

The workweek is established as seven consecutive periods of twenty-four hours each. Only hours actually worked will be included in determining overtime pay. Hours not actually worked (such as holiday, vacation, sick, jury duty and bereavement hours) will not count as time worked when calculating a 40-hour week and overtime. However, holidays actually worked will count as time worked toward a 40-hour week relative to overtime and will be paid as regular time in that pay week. The employee will be offered a paid day off within 60 days if they work a holiday on a normally scheduled day off.

It is Company policy that the performance of unauthorized overtime will subject the employee to disciplinary action, up to and including termination. Therefore, if you have not been scheduled or specifically approved by your supervisor to work an extended shift, you must clock out and leave work at the conclusion of your regularly scheduled shift. Either your supervisor or the Manager on Duty is able to grant you the pre-authorization needed in a potential overtime situation.

**MEAL/BREAK PERIODS**

At least a thirty-minute unpaid meal period is permitted (or required by applicable state laws in some states) each hourly employee whose shift is at least six hours long. This meal period will normally be scheduled approximately midway through your shift. Employees are required to clock out at the beginning of the meal period and clock back in at its conclusion.

Meal periods may not be at the same time for all departments and may vary daily depending on workloads. It is, therefore, necessary to check department scheduling to determine your appropriate meal period.

Workloads permitting, employees may be allowed brief rest/break periods during the shift, although there is no requirement for breaks (unless required by state law). Your immediate supervisor will authorize and schedule these if appropriate.

**SHIFT SCHEDULES**

Some locations operate twenty-four hours a day, requiring some employees to work on a shift basis. You may also be requested or required to change shifts if workloads make such changes necessary, at the discretion of management. Your supervisor will advise you of your shift schedule and any change that is necessary.

**POSTING OF SCHEDULES**

Your supervisor will advise you or post your work schedule in a designated area. Schedules may fluctuate at times, but they are made to meet the needs of business at any particular time. You are expected to be at your workstation at the start of your regular shift. Since schedules may change, it is your responsibility to check your schedule daily.

**401k AND PROFIT SHARING PLAN**

The Company is pleased to provide a vehicle for its employees to save for their future. There are two separate components of the plan: 401k and Profit Sharing. Employees who are at least 18 years old may enroll in the 401k plan and are eligible to sign up to make pre-tax deductions of their own money into the



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plan upon hire. Employee contributions are exempt from Federal taxes (except FICA) and most local taxes until they are withdrawn. Earnings are also tax-deferred until the money is withdrawn from the plan. This is a good opportunity to save and plan for your future.

Employees who are at least age 18, work for the Company for one year and worked at least 1,000 hours during that year are eligible to receive a 401k match on the contributions they make going forward, starting at the next quarter. Currently, the Company has a safe harbor plan. The Company matches 100% of the first 3% of your compensation that you contribute and 50% of the next 2% of compensation that you contribute. The Company's safe harbor plan may be changed and notice is provided to participants as required by law if it changes. The match made after January 1, 2007 is 100% vested upon funding into your account.

Employees who are at least age 18, work for the Company for one year and worked at least 1,000 hours during that year are also eligible for the profit sharing portion of the plan. Employees may receive a profit sharing contribution if they meet eligibility, work 1,000 hours for the year and are employed on December 31. Profit sharing contributions are calculated based on earnings after an employee meets eligibility. Annual profit sharing contributions are discretionary.

Vesting in Company contributions (match before January 1, 2007 and profit sharing) is 100% upon reaching total and permanent disability or death. Normal vesting for reasons other than as stated above is as follows:

| | |
|---|---|
| Up to 2 years of employment | 0% |
| 2 years up to 3 years | 34% |
| 3 years up to 4 years | 67% |
| 4 years or more | 100% |

The plan information contained in this Handbook is provided as a summary of the 401k and profit sharing plan. The Company reserves the right to change, modify or terminate the plan at any time with or without notice. Full details of the plan are contained in official plan documents that govern the plan. In case of a conflict in interpretation between the information provide herein and the official plan documents, the official plan documents will prevail.

**EMPLOYEE DISCOUNTS AT FOREVER RESORT PROPERTIES**

As a full time employee of the Company, you will be able to take advantage of special rates established at Forever Resort properties. Discounts are on a non-peak, space availability basis and reservations must be made through the Senior Vice President of Resorts at the Home Office. A form is available to request the discount and must be completed by the employee and signed by the General Manager verifying that the employee has time available and is a full time employee.

**VACATIONS**

Annual vacations are important to your health and well-being. Full time regular employees who work 40 hours per week earn vacation time on an anniversary date basis, as follows:

Employees will begin accruing vacation time at the rate noted below on their first paycheck. However, they may not use vacation time until after completing 3 months of employment. Then, they may use accrued vacation time only and <u>may not borrow future vacation time</u>.

Vacation time is accrued as follows:

1. 6.67 hours per month (equivalent to 10 days per year) from date of hire to 5th year anniversary;
2. 10 hours per month (equivalent to 15 days per year) at 5th year anniversary;
3. 13.33 hours per month (equivalent to 20 days per year) at 12th year anniversary

Non-seasonal employees who work less than 40 hours per week will earn vacation on a pro-rated basis (employees who work 36 but less than 40 hours per week earn 90% of the fulltime vacation accrual and



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employees who work 32 but less than 36 hours per week earn 80% of the fulltime vacation accrual). No vacation time is earned by any employee who works less than 32 hours a week or is seasonal.

Vacation days may not be "borrowed" from future accrual. Vacation time may not be used in place of sick time, unless all current and reserve sick time has been exhausted. (This typically occurs when on a FMLA leave as described in another section of this handbook.)

Additionally, vacation time:

1. Will be paid at the rate of 8 hours per day, and no more than 40 hours for a 7-day period (except it may be less based on a pro-ration, as stated above);
2. Can only be accumulated to an amount equal to 2 years accrual based on your current accrual rate. Any accumulated vacation above this amount must be used within the following 12 months or it will be lost (except as required by state law.) Employees in California stop accruing vacation when their unused vacation balance reaches 160 hours. Accrual begins again when they use vacation and their unused balances falls below 160 hours;
3. Will not be paid unless the employee takes actual time off;
4. Will not be paid for scheduled days off (e.g., non-work days or holidays);
5. Will be paid at minimum wage rate for employees who receive less than minimum wage (such as tipped employees);
6. Will accrue for an employee on leave providing that employee receives a paycheck (including regular time, sick time and vacation time). When a leave or a portion of a leave is unpaid, vacation time will not accrue during the unpaid portion.
7. Is used from previous calendar years' carryover first, then used from current calendar year accruals.

Vacation time must be approved in advance by your immediate supervisor. The supervisor will determine if vacation time requested is approved based on staffing needs and workload of the department or property. Vacation time should not be requested during months of high visitation to the resort properties or at any time when your absence would cause interruption of operating efficiency in your department.

When an employee terminates voluntarily or involuntarily, any accrued but unused vacation time carried forward from previous calendar years will be paid at the current rate of pay, up to a maximum amount of 20 days (160 hours) except as modified by state law, minus any vacation used in the current year. In addition, accrued vacation for the current calendar year will be paid only if the employee has given a 2-week notice when terminating voluntarily. Vacation time off will not be granted once notice of voluntary termination has been received. Employees are expected to work through their notice period, unless an earlier departure is approved by the Company.

When an employee has worked for the Company for three years or more, terminates and then is rehired into a full-time position within three months of termination, the employee will be restored to their previous vacation accrual schedule. They will not, however, receive accrual credit for the 3 months time they were not employed by the Company.

**HOLIDAYS**

Regular full time employees will receive regular pay for Company honored holidays. Full-time employees (except for General Managers and Assistant General Managers) asked to work on holidays will be offered another day off in lieu of the holiday worked within 60 days after the holiday.

Employees who do not work 40 hours per week are not eligible for holiday pay.

Employees who have unexcused absences on the day immediately proceeding or following a holiday will not receive holiday pay. Any employee who requires sick leave the day(s) immediately preceding or following company-paid holidays may be required to provide a doctor's certificate of illness or prove the need for absence to their immediate supervisor.



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Unused holidays **WILL NOT BE PAID** at the time of termination.

If a holiday was observed within the 30 days preceding the date of termination, the employee may be paid for this day if the supervisor agrees that there was not opportunity to give the employee a day off prior to termination. If an employee is terminated due to lack of work, elimination of a position, or the close of a department, any unused holidays within the previous 60 days may be paid but only at the discretion of the General Manager, and only if he/she determines that it was not possible to give the employee time off within 60 days for holidays worked.

Unused holidays cannot be carried over into the next year, with the exception of Christmas Day, which must be used by January 31.

If any of the holidays listed below fall on a weekend, the official Federal holiday will be observed.
Company holidays are:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

**INSURANCE BENEFITS**

The Company provides group insurance benefits for non-seasonal fulltime regular employees (defined as those working a minimum of 32 hours per week). Hours worked are audited and failure to work 32 hours per week means employees are no longer eligible for insurance benefits or fulltime status. Insurance will terminate and employment status will be changed to part time.

In order to enroll in insurance, employees must complete and submit the enrollment form by the deadline stated in the enrollment packet, which currently is the 10th of the month prior to eligibility. The cost and eligibility for insurance is available from Home Office Benefits. You will receive a packet with complete information about one month before you are eligible. If Home Office does not receive your completed enrollment form from you or the on-site HR coordinator by the deadline, you will not be able to enroll until the next open enrollment period, if you qualify at that time.

The Company may pay a portion of the premium for employee coverage. Premium for coverage for eligible dependents, if desired, is paid on a pre-tax basis by the employee. Dependents must be enrolled at the time the employee is eligible. Dependent children between the ages of 19 and 25 must be full-time students in actual attendance at an accredited school or college to be considered eligible dependents. Proof of fulltime student status is required. If your dependent is court-ordered to be enrolled in coverage, both you and your dependent will be enrolled and deductions will be taken from your check. You will be notified only as required by law. Your approval is not required.

The only additional opportunities for an employee to add dependents is during open enrollment each year, or if the employee has a qualifying event. An employee who has a "qualifying event" such as birth of a child, marriage, loss of other insurance coverage, divorce, etc. may make a corresponding benefits change. The employee must contact Home Office Human Resources-Benefits immediately as any allowable benefit change must be completed <u>within 30 days</u> of the event. Documentation of the qualifying event is required.



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Available benefits may change from time to time but currently include health, dental, vision and life insurance as well as flexible spending accounts.

Insurance plan information contained in this Handbook is provided as a summary of the benefit plans. The Company reserves the right to change, modify or terminate these plans at any time with or without notice. Full details of the plans are contained in official plan documents that govern each plan. In case of a conflict in interpretation between the information provide here and the official plan documents, the official plan documents will prevail.

**WORKER'S COMPENSATION**

Employees injured on the job are protected by worker's compensation insurance. This insurance will provide payment of medical expenses and, in some cases, payment to the injured employee for time lost from work, which is entirely separate from the regular health benefit package.

These injuries must always be reported immediately (which means when the injury occurs) to the employee's supervisor, who will assist the injured worker in accessing care from an approved health-care facility. A report must be submitted to the workers compensation insurance carrier for each incident. Failure to report injuries when they occur may result in disciplinary action up to and including termination.

If time is lost from work due to injury, compensation may be paid by the insurance company based on the laws in the state in which the employee works. Check with the Home Office Human Resources Department if there are questions regarding payment for lost time.

We have a modified work program, which will allow the employee to return to work on a light duty basis on a temporary basis. The treating physician must provide the Company, in writing, any restrictions relating to the injury prior to consideration of early return to work. The general manager will structure the modified work program, if appropriate, on a temporary basis. An employee who is able to return to work on a modified work program, but refuses, is considered to have resigned form his/her position.

A full release will be required by an injured worker's treating physician to return the employee back to regular work status.

Health and dental insurance coverage will continue for three months for an injured employee. After that time, the employee may elect to receive COBRA benefits at their own expense. Once an injured employee returns to full-time status, health and dental benefits will be reactivated on the first day of the month following their return to work. If an employee has been off work for more than six months, the employee must satisfy the eligibility period for benefits.

The Company and/or the insurance company has the right to deny any claim which it feels is not legitimate. Injured workers may be required to submit to a drug test, in accordance with the Company's Drug-Free Workplace Policy. An injured worker who tests positive for drugs may be denied benefits, or experience a reduction in benefits, depending upon the applicable state law.

**SICK LEAVE**

Paid sick leave is a privilege extended by the Company to prevent the hardship of loss of pay due to illness. Fulltime regular employees begin accruing sick time at the rate of 6.67 hours per month on their first paycheck. However, they may not use paid sick leave until after completing 3 months of employment.

Sick leave may be taken when either of the following results in absence from the job:

1. personal illness or injury; or
2. illness or injury of an immediate family member (defined as spouse, child, parent, sibling or in-law)



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Full-time regular employees will accrue paid sick leave from date of hire at the rate of 6.67 hours per month with a maximum of 10 days (80 hours) per calendar year.

In the event that the employee must use sick leave for the purposes defined above, they must phone their immediate supervisor prior to the start of the scheduled shift. A daily phone call is required for each additional day of absence, unless the employee is known to be hospitalized. In the event of hospitalization or upon request from management, a release to return to work from a doctor must be presented.

When pay has been authorized for an absence due to illness or injury, such pay will not be used in addition to any state, federal, or Company sponsored program to the extent that the combined income will not exceed your income for the period of disability. It is the employee's responsibility to apply for any federal, state or local income assistance. When sick pay is used in connection with the illness of the employee or an immediate family member, as defined above, for more than two consecutive days, the employee's supervisor may request the employee provide a certification from a health care provider regarding the illness.

All sick leave pay must be approved by your supervisor. A supervisor may require a doctor's certificate for any absence in order for sick leave to be paid. Any employee who requires sick leave the day(s) immediately preceding or following vacation or Company-paid holidays may be required to provide a doctor's certificate of illness or prove the need for absence to their immediate supervisor.

Each year, full-time employees will be paid at their current rate of pay for half of any accrued but unused sick time from December 1st of the prior year through November 30th of the current year. The remaining available unused sick time will stay in "reserve" up to a 30-day (240 hours) maximum reserve. Employees who have 10 years or more seniority with the Company will be allowed to accumulate up to a 60-day (480-hour) sick time reserve. Sick leave used will always be deducted from the current year's accrued sick time first.

Employees who report to work and become ill on the job will be paid hourly sick benefits for the remainder of the day, provided that the employee is entitled to sick time pay, per this policy. Sick leave is recorded in quarter hour increments.

Sick leave is used as follows: current year sick leave, then reserve sick leave. Sick leave cannot be used in place of vacation, except in accordance with a leave which is granted pursuant to the Family and Medical Leave Act. Sick leave which is paid to an employee during a FMLA leave can be used only as outlined below. Likewise, vacation cannot be used in place of sick leave, except after all current sick time and reserve sick have been used.

Unused sick leave **WILL NOT BE PAID** at the time of termination. Once notice of resignation is submitted, use of sick time requires a doctor's note indicating the reason for the absence. Sick leave used but not yet accrued will be paid back out of the final paycheck.

**FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The law entitles eligible employees (of properties that qualify under the Family and Medical Leave Act) up to 12 weeks of unpaid FMLA leave during a 12-month period for one of the following reasons:

1. the employee's own serious health condition (including incapacity due to employee's pregnancy; prenatal medical or childbirth); or
2. the birth and care of a child, placement of a child for adoption or foster care; or
3. to care for a seriously ill spouse, child or parent, but not in-laws; or
4. a qualifying exigency arising out of your spouse, son, daughter or parent's active military duty or notification of an impending call or order to active duty in the armed forces in support of a contingency operation. "Qualifying exigencies" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending



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certain counseling sessions, and attending post-deployment reintegration briefings (some of which may have time limits under the law).

Leave for the birth and care of a child, placement of a child for adoption or foster care must be completed within the 12-month period beginning on the date of birth or placement.

The total aggregate number of weeks allowed under FMLA within a 12-month period beginning with the first day of an approved leave is 12 weeks for reasons #1-4 above.

Where both husband and wife of a married couple are employed by the Company, the two spouses together may take a combined total of 12 weeks' leave during any 12-month period for reason #2 above, or to care for the same individual for reason #3 above, or a combination of reasons #2 and #3.

Additionally, the Act provides Military Caregiver Leave, to eligible employees who qualify, up to 26 weeks in a single 12-month period to care for your spouse, son, daughter, parent or next of kin (nearest blood relative) recovering from a serious injury or illness suffered while on active duty in the armed forces. Where both husband and wife of a married couple are employed by the Company, the aggregate amount of leave that can be taken by the husband and wife is 26 weeks in a single 12-month period for military caregiver leave, or a combination of military caregiver leave and a qualifying exigency leave. The aggregate number of weeks both the husband and wife may take for a qualifying exigency leave alone is 12 weeks.

**Intermittent Leave**
The leave may be taken intermittently or on a reduced leave schedule, under certain circumstances, when medically necessary. You must make reasonable efforts to schedule intermittent leave for planned medical treatment so as to not unduly disrupt our operations. For intermittent or reduced schedule FMLA leave, you may be transferred temporarily, until the leave is completed, to an alternate position that better accommodates his/her schedule, at the same pay and benefits, but not necessarily an equivalent position. Intermittent leave for the birth/placement of a child is not allowed unless the Company and you agree to such leave.

**Eligibility**
An "eligible employee" is one who works for a worksite employing 50 or more employees within 75 miles as measured on public roads. THEREFORE, THE FAMILY AND MEDICAL LEAVE ACT PROVISIONS WILL NOT APPLY TO ALL COMPANY PROPERTIES. In addition, the employee must have been employed for at least 12 months and must have worked for the Company at least 1,250 hours during the last 12 calendar months preceding the request for leave.

For properties located in California, the California Family Rights Act (CFRA) covers employers who employ 50 or more part time or fulltime employees. The employee eligibility is the same as for the federal FMLA leave (employment of at least 12 months and must have worked for the Company at least 1,250 hours in the 12 month period before the leave begins.) If you wish to take such a leave, contact Home Office Benefits or your on-site HR contact to see if you qualify.
If you work in a state with its own leave laws, applicable laws will be followed. Contact Home Office Benefits or your on-site HR contact to see if you qualify.

**Employee's Responsibilities**
You must request a leave under the Family and Medical Leave Act at least 30 days prior to the qualifying circumstances when it is a planned or foreseeable event, e.g., birth, adoption, foster care, or planned medical treatment for self or immediate family member.

If the need is unforeseeable, you must give the Company notice as soon as is practicable and must follow Company call-in procedures. Failure to observe these notice requirements can result in denial or delay of the



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leave and you will have no job protection and benefit continuation provided under the law. You may also face normal Company disciplinary actions for failure to follow Company policy.

You must provide medical certification of the condition including the fact that you are unable to perform your job functions, or medical certification of the fact that you are needed to care for a family member. You have 15 days to complete and return the necessary paperwork. In the case of intermittent leave, this certification must also provide the dates and duration of the treatments to be given. You must also advise if the requested leave is for a reason for which previous FMLA leave was taken or certified.

The Company can require that you obtain a second or third opinion for certification from a health care provider of its choice. It can also require periodic recertification of an employee who is on leave. Second and third opinions and re-certifications are at the Company's expense.

You must notify the Company as soon as practicable (typically within 2 business days) **if**: 1. the dates of the leave change; 2. the leave is extended or 3. the dates were unknown initially.

You must notify the Company at least two work days prior to the date you intend to report back to work. A fitness for duty statement from the health care provider is required including restrictions, if any. Under FMLA, you do not have a right to a light duty position (a return with restrictions) and the Company may or may not, in its sole discretion, offer light duty or accommodate restrictions if you are not able to return to full duty. In other words, the Company is not required to allow you to return to work from FMLA unless you are able to return to full duty.

If you are on intermittent leave, you must inform your supervisor at the time of each absence that it is due to the medical need stated on your FMLA certification. If you are an exempt employee on intermittent leave, you must complete a timesheet for the hours worked and you may be docked for time off, if you have exhausted your paid time off. Reducing your pay for partial days off will not impact your exempt status under the Fair Labor Standards Act.

If you refuse to provide a medical certification, your leave request may be denied and you may be disciplined.

The Federal Notice of Employee Rights and responsibilities can be found in the back of this Handbook.

**Pay, Benefits and Protections**

The leave may consist of a combination of paid and unpaid time off. It is Company policy to require employees to use accrued paid time off benefits first as outlined below.

The Company requires employees to use leave toward FMLA in the following order (except if otherwise modified by applicable state law):

1. all current year's accrued sick leave;
2. all sick reserve leave;
3. all accrued vacation time;
4. unpaid time off.

If FMLA leave is taken, the employer is only required to provide enough leave (paid and unpaid) to total 12 weeks.

Taking leave under the law cannot result in the loss of any employment benefit accrued prior to the date the leave began (except insofar as the employee may be required to exhaust accrued paid leave). During a FMLA leave, you may remain on the group health plans. You must continue to pay the employee portion of the cost of insurance.



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If you are on unpaid leave and receive no paycheck, and therefore no payroll deduction is made for your portion of the insurance premium, you must pay the cost of the insurance premiums timely, or the insurance will end. The premiums must be paid within 30 days of the first of the month due or you will automatically be dropped from the plans. Losing insurance benefits due to failure to pay premiums is not a COBRA qualifying event. Upon returning to work, you will be reinstated in the plans, if coverage was lost due to non-payment of premiums. In any event, no claims will be reimbursed for the time the premiums were unpaid.

FMLA leave time taken is counted as absences against perfect attendance (at locations where perfect attendance awards may be given).

You are not entitled to the accrual of any seniority or employment benefit during the period of leave are you entitled to any "right, benefit, or position of employment" other than that to which you would have been entitled if no leave had taken place.

You are entitled to be restored to the position you had when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

In some cases, the employer is not required to restore an employee from the highest paid 10% of the employer's work force to his/her previous position. However, when the employer decides not to restore the employee, the employee must be notified; and if the leave has already begun, he/she must have the option of returning to work within a reasonable time, after learning of the employer's intent.

**DEATH IN FAMILY**

In the case of death in the immediate family, an employee will be granted up to three days of bereavement leave, with pay, if the funeral arrangements are within the state and up to five days of paid leave if the funeral arrangements are out-of-state. Immediate family is considered to be: spouse, children, mother, father, step-parents, sisters, brothers, grandparents and in-laws.

**JURY DUTY**

The Company fully supports your compliance with jury service. If you are called for jury service on any day that prevents you from reporting for your regularly scheduled shift, you must report the amount the court pays you. You will be compensated for the difference between the fee received from court and your normal earnings for each day you serve to a maximum of eight hours per day, and a maximum of 10 work days. If you are excused from duty, it is expected that you will report to work and complete the balance of your scheduled shift.

Proof of service, which is provided by the court clerk, must be presented to payroll before differential payment will be made. The Company will not normally attempt to obtain an exemption from jury service unless your absence would prove critical to the operation of your department. The jury duty benefit does not apply for court appearances as a plaintiff, defendant, or witness.

If you receive a check for mileage for jury duty, you may keep it.

**MILITARY LEAVE OF ABSENCE**

A military leave of absence will be granted to employees, in accordance with USERRA, to attend scheduled drills or training called to active duty with the United States Armed Services. The leave will be unpaid. However, employees may use any available accrued vacation time for the absence.

Except as required by state and federal law, employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training allowing for reasonable travel time. Vacation, sick leave, and holiday benefits will not continue



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to accrue during a military leave of absence that exceeds two weeks. Employees on longer military leave must apply for re-employment in accordance with all applicable state and federal laws. Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. Employees re-employed after an extended military leave will have seniority bridged for purposes of determining benefit eligibility.

**TIME TO VOTE**

The Company considers the casting one's ballot in national and local elections as both a privilege and a duty of the individual. Therefore, you are encouraged to exercise this right in all such elections. It is expected that you vote either before or after your normal working hours, unless otherwise required by state law. If this is not possible, you may request reasonable time off, without pay, from your supervisor to vote. Your supervisor will determine the most convenient time of day based on department schedules.

**DISPUTE RESOLUTION/WAIVER OF JURY TRIAL**

The Company takes pride in providing quality products, services and working environment. A positive and friendly working environment is important to the Company, you, and our customers. Without prejudice to the right of either party to terminate, without cause, their working relationship if a dispute arises relating to any Company products, services, or your relationship with the Company, it is expected that the parties will attempt, in good faith, to resolve any such dispute in an amicable and mutually satisfactory manner.

In the event such efforts are unsuccessful, either party may serve a Notice of Mediation/Arbitration on the other party. Notice of Mediation/Arbitration shall be personally delivered or sent by prepaid registered airmail or air courier and shall be effective on receipt thereof by the party to whom it is addressed. Proof of receipt shall be a receipt signed by any officer or responsible official of the party to whom it is addressed.

The Notice of Mediation/Arbitration shall be dated and without prejudice to any right under the rules permitting subsequent modifications shall specify the claims or issues which are to be subjected to mediation/arbitration.

**IF DIFFERENCES CANNOT BE RESOLVED BY MEDIATION, THE PARTIES AGREE THAT IN ORDER TO PROMOTE TO THE FULLEST EXTENT REASONABLY POSSIBLE A MUTUALLY AMICABLE RESOLUTION OF THE DISPUTE IN A TIMELY, EFFICIENT, AND COST-EFFECTIVE MANNER, THEY WILL WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AND SETTLE THEIR DISPUTE BY SUBMITTING THE CONTROVERSY TO ARBITRATION IN ACCORDANCE WITH THE RULES OF J.A.M.S./ENDISPUTE, EXCEPT THAT ALL PARTIES SHALL BE ENTITLED TO ALL DISCOVERY RIGHTS ALLOWED BY LAW.**

The parties shall attempt to select a mutually agreeable mediator/arbitrator from J.A.M.S.'S Panel of Mediators/Arbitrators. If no agreement is reached within fifteen (15) days of the first written notice of intent to mediate/arbitrate, the arbitrator shall be the Director of Professional Services for Arizona and Nevada. In the event that the individual is unavailable, a single arbitrator shall be selected according to the rules of J.A.M.S.

The Arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. S1, et.seq., and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Either party may elect to participate in the arbitration telephonically. Any substantive or procedural rights other than the enforceability of the arbitration agreement shall be governed by Arizona law, without regards to Arizona's conflict of laws principles.

The parties further expressly agree that (i) the arbitrator shall only reach his decision by applying strict rules of law to the facts, (ii) the arbitration shall be conducted in the English language in Phoenix, Arizona, (iii) the party in whose favor the arbitration award is rendered shall be entitled to recover costs and expenses of



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the arbitration including, but not limited to, attorneys' fees and the costs and expense of administration of the arbitration proceedings, and (iv) the arbitrage award shall be issued in Phoenix, Arizona, U.S.A.

Except as provided in the following sentence, no party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter shall have been submitted and determined as provided herein and then only for the enforcement of such arbitration award. Judgment upon the award may be entered by the United States Federal District Court or Maricopa County Superior Court located in the State of Arizona or application may be made to such court for the judicial acceptance of the award and order of enforcement as the case may be if the Arbitrator's award or decision is not complied with within thirty (30) days of the Arbitrator's decision.

Arbitration shall be the sole and exclusive procedure for resolution of disputes between the parties including any disputes that might arise after termination of the relationship of the parties.

**FOR MORE INFORMATION**

For more information about any of the information contained within this handbook, please contact your immediate supervisor.

**DRUG POLICY – SEE ATTACHED**



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## DRUG-FREE WORKPLACE POLICY-RESORTS

### *I. DRUG FREE AWARENESS PROGRAM*

The Company has a vital interest in maintaining safe, healthful, and productive working conditions for its employees. In some locations the Company is under contract with the National Park Service ("NPS"), which has in place a Drug Free Workplace policy governed by Executive Order 12564, Drug Free Federal Workforce (1986), and related legislation governing drug testing programs (the "NPS Policy"). The Company fully supports and adheres to the stated policy of the NPS Policy, and the Company intends to coordinate this policy as far as practicable with the NPS Policy and apply this policy as consistently as possible with the stated goals and objectives of the NPS Policy. To this end, the Company has in place specific rules and procedures directed toward eliminating the use of illegal drugs and alcohol in the workplace, and educating and providing appropriate assistance to employees. This information is described in this policy and the accompanying Drug Free Workplace Policy (Part II, below). For those locations where the Company is under contract with the NPS, all employees must agree to the following: (1) That employee will abide by the terms of the Drug Free Awareness Program and Drug Free Workplace Policy; and (2) That employee will notify the Company of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

The Company is committed to maintaining a drug free workplace. Any use of illegal drugs affecting Company business or objectives cannot be tolerated. Employees who use illegal drugs are less productive, have more on-the-job accidents, and a higher absenteeism rate than employees who do not use drugs and, thus, impair the Company's functions and its obligations to guests, other employees, and its duties as an NPS contractor. In addition, Company employees frequently must perform duties instantly and independently with minimal supervision. An employee under the influence of a drug or alcohol on the job can be a serious safety or health risk to himself or herself, to other employees, and, in some instances, to Company guests and the general public, and also can cause damage to the Company and its reputation with suppliers, customers, and the communities where the Company operates. In some instances, drug usage could result in loss of life, injury, and damage or destruction of property.

This policy is intended to achieve a drug-free workplace, while at the same time offering rehabilitative assistance to employees who want to stop using alcohol or illegal drugs. Accordingly, this policy not only prohibits the unlawful manufacture, distribution, dispensation, possession or use of controlled substances in the work place, but also is designed to inform employees about the danger of drug abuse (both on and off the job) and the availability of drug and alcohol counseling and rehabilitation programs. As part of our continuing effort to keep employees informed about the dangers of drug and alcohol abuse in the workplace, the Company will periodically post educational materials on employee bulletin boards. Any questions regarding our drug and alcohol policies should be directed to the Home Office Human Resources Department.

In addition, the risks and harm of drug abuse can extend beyond the workplace. As preliminary information for Company employees, a list of common Personal and Workplace Dangers associated with drug and alcohol abuse is attached to this policy, or available from Human Resources. Additional assistance and information may be available under the NPS Policy, or other resources that can be identified by Human Resources. The Company also makes available information about the availability of drug and alcohol counseling, rehabilitation and employee assistance programs, available in the area. This information is available from Human Resources, and can be requested on a confidential, "no questions asked" basis. Some commonly used "hotline" numbers are noted here, but they are by no means an exhaustive list of the employee assistance available from Human Resources, or from your personal physician:

*Common Hotline Numbers*

***Alcohol and Drug Referral Hotline: 1-800-252-6465***
***National Cocaine Hotline: 1-800-262-2463***
*National Institute on Drug Abuse, Drug Information and Treatment: 1-800-662-4357*



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In light of the serious health and safety problems presented by drug or alcohol abuse, and the negative effects that can arise in an employee's job and family, we strongly urge any employee who has or may have a drug or alcohol abuse problem to seek help before that problem affects work performance and/or job status. If and when it does affect an employee at work, or in connection with Company business, the Company will enforce the following Drug Free Workplace Policy.

## II. DRUG FREE WORKPLACE POLICY

The possession, manufacture, distribution, use, sale, or being under the influence of an illegal drug or alcohol in the workplace is unacceptable. Accordingly, the Company has established the following policy with respect to the possession, manufacture, distribution, use, or sale of illegal drugs or alcohol while at work or in Company work areas or on or in connection with Company business. This policy applies uniformly to all employees.

Certain employees, such as commercial drivers, also may be covered by other drug and alcohol testing requirements imposed by federal or state law in addition to the requirements of this Policy. Those employees will be informed of the additional requirements by their supervisor. If your state of employment has laws governing drug and alcohol testing, those laws will supersede this policy. **State specific modifications to this policy, if any, are attached and incorporated herein (the "State Exceptions").**

### 1. ALCOHOL

Unauthorized use or possession or being under the influence of alcohol by an employee while at work or on Company property or on Company business is prohibited. One nonexclusive indicator of "being under the influence" of alcohol is a test result showing a blood/alcohol concentration of .02% or higher.

### 2. ILLEGAL DRUGS

Possession, use, sale, purchase, or being under the influence of an illegal drug while at work or on Company property or on Company business is prohibited. One nonexclusive indicator of "being under the influence" of a drug is a test revealing the presence of a drug or its metabolite in an individual's system.

Employees who are arrested for off-the-job drug activity may be considered to be in violation of this policy. In deciding what action to take, management, including the Company's home office Human Resources department, will take into consideration the nature of the charges, the employee's present job assignment, the employee's record with the Company, and other factors relative to the impact of the employee's arrest upon the conduct of Company business.

### 3. LEGAL DRUGS

In some circumstances, an employee's use of a legal drug can pose a significant risk to the safety of the employee or others. The use of, or being under the influence of (as defined above), any legally obtained and properly used drug while at work or on Company property or on Company business is prohibited if such use or influence may affect the safety of ***other*** employees or members of the public. Employees are prohibited from using, or being under the influence of, drugs prescribed to others, drugs prescribed to them by licensed healthcare providers but not properly used, or nonprescription drugs not properly used per the manufacturer's instructions.

An employee who has reason to believe that the use of a legal drug may present a safety risk to others must report such drug use to the Company to determine the best manner in which to address the issue. The Company may require the employee to take a leave of absence or comply with other appropriate remedies



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determined by management, including the Company's home office Human Resources department, including reasonable accommodation if appropriate.

## 4. DRUG AND ALCOHOL TESTING

### A. Pre-Employment Testing

As part of the Company's employment procedures, an applicant is required to undergo a post-offer, pre-employment drug screening test that is conducted by a laboratory designated by the Company. Any offer of employment that an applicant receives from the Company is contingent upon, among other things, satisfactory completion of this screening test. Former employees who are being rehired must submit to a pre-employment test if they have been away from the Company for over three (3) months.

### B. Reasonable Cause Testing

Subject to the State Exceptions, the Company may require a drug and alcohol screening test of an employee who the Company has reasonable cause to suspect of using or being under the influence of a drug or alcohol while at work or on Company property or on Company business. Generally, testing may be required where there is reasonable suspicion of impairment based on:

(a) Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug or alcohol (including an incident resulting in property damage and/or personal injury, in which drugs or alcohol may be a factor);

(b) A pattern of abnormal conduct or erratic behavior,

(c) Commission of a drug related crime or offense, on or off duty; or

(d) Information provided either by reliable and credible sources or independently corroborated.

### C. Post-Incident Testing

Subject to the State Exceptions, the Company may require a drug screening test of an employee who has been involved in an "incident" while at work or on Company property or on Company business where the Company has a reasonable belief that the employee may have contributed to the accident or incident. An employee who tests positive for drugs and/or alcohol pursuant to a post-incident test is subject to immediate discharge. For purposes of this policy, an "incident" could be an accidental or non-accidental event that creates or contributes to personal injury, property damage or workplace disruption.

### D. Follow-Up Testing

Subject to the State Exceptions, all employees who undergo any counseling or rehabilitation programs for illegal drug use pursuant to this Policy may be subject to unannounced drug screening tests following completion of the program for a period of up to one (1) year. Such employees shall be tested as set forth in an abeyance agreement on terms to be determined by the Company.

### E. Random Testing

Subject to the State Exceptions, the Company may require drug screening tests of an employee or a group of employees on a random or chance basis.

## 5. COLLECTION PROCEDURES AND TESTING METHODS

Drug and alcohol screening tests conducted under this policy will be conducted through the testing of employee urine or oral fluid samples, using scientifically accepted analytical methods and procedures, by an



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independent laboratory designated by the Company (where applicable, testing also may include the use of a breathalyzer test or a saliva alcohol test.) The laboratory will be approved or certified by the United States Substance Abuse and Mental Health Services Administration (SAMHSA). All specimen collections will adhere to strict chain of custody procedures. If chain of custody cannot be established, a second sample may be requested.

The collection of samples will be performed under reasonable and sanitary conditions using procedures designed to protect employee privacy and to preclude misidentification or contamination. Individuals subject to oral fluid testing shall be permitted to provide samples in a private area where they are directly observed. Individuals subject to urine testing shall be permitted to provide specimens in a private area where the individual is not directly observed. Collection site personnel of the same gender, however, may observe the individual provide a sample if Company management has reason to believe that a risk of alteration exists. This would occur, for example, if (a) a second sample is required because facts and circumstances suggest that the individual altered or tampered with the first sample (such as when the temperature of a specimen is outside the acceptable range), or (b) facts and circumstances suggest that the individual has equipment or materials capable of tampering or altering a sample.

Drug testing under this policy will include confirmation of any positive drug test results for employees using a different chemical process than was used in the initial drug screen. The confirmatory drug test will use a chromatographic technique such as gas chromatography-mass spectrometry or another comparably reliable analytical method.

Drug tests normally will be conducted or commenced during the tested employee's normal working period, and the testing will be treated as compensable work time (except pre-employment testing). The cost of any drug test required by the Company will be paid by the Company. Applicants/Employees are required to produce a valid urine specimen at the collection facility. A valid urine sample is considered to be free of adulterants or additives, and meet laboratory guidelines for specific gravity and creatinine levels and be considered acceptable for full test sensitivity. If an employee cannot provide a valid sample at the time required, the employee will be expected to remain at the testing facility or with the collection personnel for a reasonable time or until a valid sample can be provided. If, however, the Company cannot determine whether the test result is positive or negative after two tests, the Company will suspend the employee, without pay, until he/she has tested negative at an accredited laboratory designated by the Company.

Any person tested under this policy will have the opportunity, in a confidential setting, to provide information that may be relevant to the results of the test, including identification of currently or recently used prescription or nonprescription drugs or other relevant medical information. Tested individuals may obtain the written test results upon written request. In addition, employees shall have the right to retest a confirmed positive sample at the same or another approved laboratory. Confirmed positive samples will be made available to the employee, or a designated agent, during the time that the sample is required to be maintained (90 days). Employees must request release of the sample in writing specifying to which approved laboratory the sample is to be sent. Employees are responsible for all reasonable expenses for chain of custody procedures, shipping and retesting of positive samples related to the request.

## 6. SUBSTANCES

The substances for which testing may be conducted include alcohol and all substances considered unlawful under the Controlled Substances Act (21 U.S.C. § 812) or the metabolite of the substance. Employees are warned that some drugs, especially marijuana, remain in the system for extended periods. Use of such drugs, even away from the workplace, may lead to violation of this policy. Applicants and employees should also be aware that certain over the counter consumable products (i.e., hemp products), may cause a substance abuse screen to have a positive result and that the use of such products is not a medically valid reason for a positive substance abuse screen.



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## 7. REFUSAL TO PARTICIPATE IN TESTING

Any employee or prospective employee who refuses to consent to a screening test pursuant to this policy shall be subject to discipline, up to and including termination or, in the case of prospective employees, refusal to hire. "Refusal To Participate In Testing" includes an employee's failure or refusal to appear and cooperate with all testing procedures, and/or attempt to alter the specimen or the results of the testing process.

## 8. CONSEQUENCES OF VIOLATION OF POLICY

In the case of a positive test result or other violation of this policy, an employee (or applicant) shall be subject to termination of employment or refusal to hire. Because of the Company's commitment to a drug-free workplace, employees should expect termination of their employment for violations of this policy.

In the event of termination based on a violation of this policy OTHER THAN the provisions related to Pre-Employment Testing or Post-Incident Testing, the affected former employee shall be offered information on appropriate drug abuse or rehabilitation program approved by the Company. Upon proof of voluntary completion of such an approved drug abuse or rehabilitation program after a first time positive test result, the former employee shall be designated as eligible for rehire for any available positions for which the former employee is qualified.

In the event of termination based on a violation of the provisions of this policy related to Pre-Employment Testing or Post-Incident Testing, the affected former employee shall be ineligible for hire or rehire, regardless of subsequent rehabilitation.

In some circumstances, mandatory rehabilitation may be appropriate. Final determination to offer rehabilitation will be made by the property manager, with and after consultation with a senior member of the Company's Human Resources Department. If offered as an alternative to termination of employment, the employee must accept and execute the Company's Corrective Action and Rehabilitation Agreement to avoid termination. The Corrective Action and Rehabilitation Agreement will include standards for compliance, including time for enrollment, progress reports to the Company, time for completion, certification of successful completion of the program, the employee's financial responsibility for completion of the program, and provision for additional drug or alcohol testing during the program. Any breach of the Corrective Action and Rehabilitation Agreement by the employee shall be deemed a violation of this policy that will result in additional disciplinary action, up to and including termination of employment. Any drug abuse or rehabilitation program will be at the employee's expense and/or may be supplemented by the Company's medical benefits plan, if the employee is enrolled.

## 9. CONFIDENTIALITY

Information regarding tests conducted under this policy will be kept in the strictest confidence. Testing records will be kept separate from an employee's regular personnel file, and will be made available to only those with a need to know the results.

## 10. SUBSTANCE ABUSE TREATMENT OPTIONS

Because of the high level of care and concern that the Company has for its employees and their families, we will strongly suggest that an employee who finds themselves or a family member in need of treatment for a problem with substance abuse seek professional help. The Company makes available information about the availability of drug counseling, rehabilitation and employee assistance programs, available in the area. This information is available from Human Resources, and can be requested from Human Resources on a confidential, "no questions asked" basis.



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## 11. SAVINGS PROVISION/INTERPRETATION

This policy is to be administered and interpreted to comply with applicable law and fulfill the objectives of the NPS Policy. In the event of any inconsistency between this policy and any applicable law, any provision or objective of the NPS Policy, or any Guideline of the Department of Health and Human Services, this policy shall be administered and interpreted to omit the inconsistency, and applied in a manner to fulfill the requirements and objectives of applicable law and the NPS Policy.



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## *CALIFORNIA AMENDMENT/SUPPLEMENT TO DRUG FREE WORKPLACE POLICY*

California employees/applicants will be subject to drug and alcohol testing in accordance with the Company's Drug Free Workplace Policy except that:

1. Only employees in safety-sensitive positions (as determined by the Company) will be subject to reasonable cause drug and alcohol testing.

2. Employees will not be subject to Post-Incident testing simply because an accident or incident has occurred (though they may still be subject to reasonable cause testing, if, in the opinion of management, circumstances warrant it).

3. Employees who are not in safety sensitive positions will not be subject to random drug testing.

## *TEXAS AMENDMENT/SUPPLEMENT TO DRUG FREE WORKPLACE POLICY*

Texas employees/applicants will be subject to drug and alcohol testing in accordance with the Company's Drug Free Workplace Policy. In addition to drugs and alcohol, the Drug Free Workplace Policy also prohibits employees for using, possessing or being under the influence of inhalants.

## *DEPARTMENT OF TRANSPORTATION (DOT)-COVERED EMPLOYEES SUPPLEMENT*

Employees subject to DOT regulations will be tested as required by federal law. A separate notice regarding DOT-regulated policies will be provided to such employees including an acknowledgement of receipt of such information.



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## PERSONAL AND WORKPLACE DANGERS ASSOCIATED WITH COMMONLY ABUSED DRUGS

### MARIJUANA (POT, GRASS, WEED)

Workplace dangers include:
* Mental confusion
* Slow physical reflexes
* Forgetfulness
* Poor coordination

Personal dangers include:
* Damage to brain functions
* Damage to lungs
* Damage to reproductive system

### OPIATES (JUNK, H, HORSE)

They include heroin, morphine, codeine and demerol, among others.

Workplace dangers include:
* Workplace crime
* Poor workplace safety

Personal dangers include:
* Difficult, painful withdrawal
* Convulsions, Coma or Death

### COCAINE (COKE, SNOW, FREEBASE, CRACK, ROCK, ETC.)

Workplace dangers include:
* Impaired judgment and decision making ability
* Workplace crime . . . cocaine is expensive and addictive

Personal dangers include:
* Heart attacks
* Respiratory damage
* Mental confusion
* Seizures
* Muscle weakness
* Possible death

### AMPHETAMINES (SPEED, UPPERS)

Workplace dangers include:
* Poor judgment
* Poor coordination
* Decreased concentration

Personal dangers include:
* Tremors
* Suicidal depression
* Heart palpitations

### PCP (HALLUCINOGEN, "ANGEL DUST")

Workplace dangers include:
* Distorted thinking
* Unpredictable behavior

Personal dangers (extremely dangerous) include:
* Extreme violence
* Respiratory depression or arrest
* "Flashbacks"

### ALCOHOL

The fact that alcohol is "legal" doesn't make it any less dangerous. Alcohol is a depressant (downer).

Workplace dangers include:
* Loss of productivity
* Decrease in quality work
* Impaired reaction time
* Loss of concentration and judgment

Personal dangers include:
* Loss of memory
* Liver disease
* Blurred vision

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# EMPLOYEE RIGHTS AND RESPONSIBILITIES
## UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**

**For additional information:**

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

**WWW.WAGEHOUR.DOL.GOV**

U.S. Wage and Hour Division

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WHD Publication 1420 Revised January 2009

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## ACKNOWLEDGMENT
## OF RECEIPT OF EMPLOYEE HANDBOOK
## AND DRUG FREE WORKPLACE POLICY

I acknowledge that I have received a copy of the Company Regular Employee Handbook which outlines the Company's standards, policies, and employee responsibilities. I understand these policies apply to me, and I agree to respect and follow the directives contained in them.

I also acknowledge that I have received a copy of the Drug Free Workplace Policy (2009 version) related to my place of employment with the Company. I have read and understand the consequences of a violation of the policy and/or a positive drug or alcohol screening test, and waive any and all objections or claims based on a lawful application of the policy to my employment.

I understand that at any time without notice and at its sole discretion, the Company may amend these standards, policies, and employee responsibilities, and that such changes may supersede, modify or eliminate any or all of the standards, policies, and employee responsibilities summarized in this Handbook. I understand and agree that I shall be bound by such changes.

I understand that nothing in any written materials and any statements or actions by the Company shall be construed or intended to create or constitute an employment contract between the Company and myself. I understand that my employment relationship with the Company is at will. This means that my employment is not for any definite period of time, and may be terminated by the Company or me at any time with or without notice, and for any reason or no reason at all.

By signing below, I acknowledge that I have received a copy of the Handbook and that I am expected to read, understand and fully comply with the provisions contained in it. I also understand the at will relationship of my employment.

_____ _____
Employee's Signature Date

_____
Employee's Name (Printed)

_____
Last four digits of Social Security Number

This Handbook shall remain the property of the Company and shall be returned at the time of separation from any Resorts company.

Sign both copies of this Acknowledgment. Return one copy to your supervisor or human resource representative.

## REGULAR EMPLOYEE

Rev. 4.16.09

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FOREVER RESORTS

# REGULAR Employee Handbook

Rev. 4.16.09

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FOREVER RESORTS

# SEASONAL Employee Handbook

Revised 4.16.09

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FOREVER RESORTS

# AND AFFILIATED COMPANIES
# SEASONAL EMPLOYEE HANDBOOK

*TABLE OF CONTENTS*


| | | | | |
|---|---|---|---|---|
| *401k and Profit Sharing Plan* | *Page 14* | | *Promotions* | *Page 5* |
| *Access to Personnel Files* | *Page 10* | | *Purpose* | *Page 1* |
| *Attendance and Punctuality* | *Page 4* | | *Safety Standards* | *Page 5* |
| *Business Standards and Personal Conduct* | *Page 10* | | *Sanitation* | *Page 9* |
| *Changes in Personal Status* | *Page 10* | | *Security* | *Page 8* |
| *Communication* | *Page 4* | | *Sexual and Other Unlawful Harassment* | *Page 3* |
| *Confidential Information* | *Page 6* | | *Shift Schedules* | *Page 14* |
| *Dispute Resolution/Waiver of Jury Trial* | *Page 19* | | *Suggestions* | *Page 10* |
| *Drug-Free Workplace Policy* | *Page 21* | | *Telephone Courtesy* | *Page 10* |
| *-California Supplement* | *Page 26* | | *Termination of Employment* | *Page 5* |
| *-Texas Supplement* | *Page 26* | | *Time to Vote* | *Page 18* |
| *-Supplement for DOT employees* | *Page 26* | | *Timekeeping* | *Page 13* |
| *E-Mail/Internet Policy* | *Page 6* | | *Tip Reporting* | *Page 14* |
| *Emergency Preparedness* | *Page 9* | | *Uniforms* | *Page 9* |
| *Employment Reference and Letter of Recommendation Policy* | *Page 5* | | *United States Immigration Law* | *Page 4* |
| *Environmental Alert* | *Page 9* | | *Violations of Company Policy and/or Law* | *Page 4* |
| *Equal Employment Policy* | *Page 2* | | *Worker's Compensation* | *Page 15* |
| *Exit Interviews* | *Page 5* | | | |
| *Family and Medical Leave Act (FMLA)* | *Page 16* | | | |
| *Family Employment* | *Page 9* | | | |
| *FMLA Employee Rights/Responsibilities* | *In Back* | | | |
| *General Staff Meetings* | *Page 10* | | | |
| *History of The Company* | *Page 2* | | | |
| *Holidays* | *Page 15* | | | |
| *Inspections* | *Page 9* | | | |
| *Introduction* | *Page 2* | | | |
| *Jury Duty* | *Page18* | | | |
| *Life-Threatening Illnesses in the Workplace* | *Page 3* | | | |
| *Lost and Found* | *Page 9* | | | |
| *Meal/Break Periods* | *Page 14* | | | |
| *Military Leave of Absence* | *Page 18* | | | |
| *No Solicitation or Distribution* | *Page 9* | | | |
| *Orientation and Training* | *Page 4* | | | |
| *Overtime* | *Page 14* | | | |
| *Parking* | *Page 9* | | | |
| *Pay Periods* | *Page 13* | | | |
| *Payroll Deductions* | *Page 13* | | | |
| *Posting of Schedules* | *Page 14* | | | |
| *Post-Offer, Pre-Employment Physical Examination* | *Page 2* | | | |
| *Probation* | *Page 4* | | | |
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# FOREVER RESORTS
## And Affiliated Companies
## Purpose of this Handbook

THIS HANDBOOK IS DESIGNED TO PROVIDE INFORMATION TO EMPLOYEES OF FOREVER RESORTS AND ITS AFFILIATED COMPANIES ("THE COMPANY") REGARDING VARIOUS POLICIES, PRACTICES AND PROCEDURES THAT MAY APPLY TO THEM. THE COMPANY AND ITS EMPLOYEES ACKNOWLEDGE THAT THEIR RELATIONSHIP IS "AT WILL" AND THAT EITHER PARTY CAN TERMINATE THAT RELATIONSHIP AT ANY TIME AND FOR ANY OR NO REASON. THE COMPANY RESERVES THE RIGHT TO MODIFY, ALTER OR ELIMINATE ANY AND ALL OF THE POLICIES AND PROCEDURES SET FORTH HEREIN AT ANY TIME, WITH THE EXCEPTION OF EMPLOYMENT "AT WILL". NEITHER THIS MANUAL NOR ITS CONTENTS CONSTITUTE, IN WHOLE OR IN PART, EITHER AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT OR OTHERWISE BETWEEN THE COMPANY AND ANY EMPLOYEE, AND THEY SHOULD NOT BE CONSTRUED OR INTERPRETED AS SUCH BY ANYONE.

THE STATEMENTS CONTAINED IN THIS HANDBOOK REGARDING THE COMPANY'S POLICIES, BENEFITS, AND EMPLOYMENT PRACTICES ARE NECESSARILY IN CONDENSED FORM. WHILE THIS HANDBOOK IS NOT INTENDED TO STATE ALL OF THE CONDITIONS OF EMPLOYMENT AND ALL OF THE PRINCIPLES WHICH WILL HELP TO GUIDE OUR PEOPLE IN THE PERFORMANCE OF THEIR DUTIES, IT WILL GIVE YOU GENERAL INFORMATION IN REGARD TO CERTAIN POLICIES AND BENEFITS WHICH ARE IN EFFECT AT THIS TIME.

THE INFORMATION AND GUIDELINES CONTAINED IN THIS EMPLOYEE HANDBOOK SUPERSEDE ANY PRIOR VERSIONS OF THE COMPANY'S EMPLOYEE HANDBOOK OR ANY OTHER EMPLOYEE HANDBOOK THAT MAY HAVE BEEN USED IN THIS LOCATION.

ORAL STATEMENTS ON THE PART OF SUPERVISORS, MANAGERS, OR OTHER EMPLOYEES OF THE COMPANY CONCERNING AN EMPLOYEE'S TERMS AND CONDITIONS OF EMPLOYMENT WILL BE SUPERSEDED BY THE WRITTEN POLICIES THAT ARE THE BASIS OF THIS HANDBOOK. AT TIMES, AND IN SOME CASES, THE APPLICATION OF THE POLICIES MAY BE AFFECTED BY PRESENT OR FUTURE GOVERNMENT REGULATIONS, THE UNIQUE FACTS SURROUNDING A PARTICULAR EMPLOYEE OR SITUATION, AND/OR THE INTERESTS OF THE COMPANY.



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## INTRODUCTION

Welcome! We are an exciting, challenging and interesting company to work for and we are proud to have you as a member of our team.

You were selected to join the Company's team because of your desire to meet our high standards of excellence. Those standards are reflected in our facilities, our services and the pride and professionalism that is apparent in your fellow employees.

The Company's business strategy is built around people. Our beautiful houseboats, full-service marinas, comfortable rooms, state-of-the-art meeting & conference facilities, food and beverage locations and stylish gift & apparel stores attract thousands of first time visitors. Whether or not they come back again is up to you.

Our service standards are simple. Make every guest feel welcome and important; respond to their needs efficiently with the utmost care and courtesy; and project a polished image. We rely on your ability to fulfill those expectations and contribute to the success and progress of the Company. Our mission is to obtain maximum profitability, while improving guest and employee relations. We believe in the inherent value of every person, and intend to initiate a relationship with each and every employee. We hope that you will do your part to build a successful relationship during your time as an employee with the Company.

## HISTORY OF THE COMPANY

The Company is a network of recreational resorts located throughout the United States. We have assembled an experienced and expert management team that has positioned the Company to be a leader in the recreation industry.

Since 1981, The Company has steadily grown to include marina resorts, luxury houseboat rentals, a lodge in Grand Teton National Park, Rocky Mountain Park Holiday Inn, the Grand Canyon North Rim and the Forever/NPC group of resorts which include the Blue Ridge Parkway and Mammoth Cave; upscale retail locations, a houseboat manufacturing plant and the famous Texas ranch, Southfork. The Company's Home Office is located in Scottsdale, Arizona. We are proud to have you as a member of the team!

## POST-OFFER, PRE-EMPLOYMENT PHYSICAL EXAMINATION

Some positions require essential job functions to be physically performed by the employee. The Company may require a post-offer, pre-employment physical examination paid for by the Company to confirm an individual's ability to perform the essential job functions of a particular position.

## EQUAL EMPLOYMENT POLICY

The Company is an Equal Opportunity Employer and does not discriminate on the basis of a person's race, religion, color, sex, age, national origin, disability, or Vietnam era veteran status. The Company's equal employment efforts include:

1) All recruiting, hiring, and promoting for all job classifications is done without regard to race, color, sex, religion, age, national origin, disability, or veteran status except when sex, age, or a particular physical capability is a bona fide occupational qualification. All decisions on employment are made to further the principle of equal employment.

2) All promotion decisions will continue to be made in accordance with Equal Employment Opportunity principles and bona fide job requirements will be used.



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3) All other personnel actions such as compensation, benefits, transfers, disciplinary actions, layoffs, return from layoffs, and Company sponsored training, will be administered without regard to race, color, sex, religion, age, national origin, disability, or veteran status.

4) It is the policy of the Company to consider qualified applicants, who may have a disability, for position openings. Qualified persons with disabilities who can perform the essential functions of the position, either without accommodation or with a reasonable accommodation, will be considered on an equal basis with all other applicants. All promotion decisions and other personnel actions will be administered on an equal basis with employees with disabilities receiving equal consideration as stated above.

**LIFE-THREATENING ILLNESSES IN THE WORKPLACE**

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The Company supports these endeavors as long as employees are able to meet acceptable performance standards in the essential functions of the job. As in the case of other known disabilities, the Company will make reasonable accommodations provided doing so will not cause undue hardship or expose employees, guests, or others to the illness or unnecessary risk to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical-related information of individual employees such as doctors' releases to work and workers' compensation injury reports, are treated confidentially and kept in a separate, secure file. The Company will take appropriate precautions to protect such information from disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information.

**SEXUAL AND OTHER UNLAWFUL HARASSMENT**

The Company is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's, race, ethnic origin, sex, disability, or religion will not be tolerated. Sexual harassment (both overt and subtle) is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other offensive verbal or physical conduct.

Individuals who feel that they are being harassed in any way or find the conduct of any other employee to be hostile or offensive are encouraged to discuss the issue with the person or persons responsible for causing the offense. Any incident of harassment must also be reported to the employee's supervisor. If the supervisor is unavailable or the employee believes it would not be appropriate to contact that person, the employee should immediately contact another supervisor, manager or the Human Resources/Payroll coordinator.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment should promptly advise the appropriate vice-president or Home Office Human Resources, who will handle the matter in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including immediate termination of employment.

Inappropriate harassment as described above is taken very seriously. Never make light of an individual's background or personal characteristics. Regardless of the intent, the way comments or actions are perceived by the alleged victim will often define harassment. Be very sensitive to the feelings of others. What may seem harmless fun to you may not seem so to others.

The Company will not tolerate retaliation against any employee for reporting violations of its unlawful harassment policy. Employees must report any alleged retaliatory actions and all reports will be promptly investigated by the Company.



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**UNITED STATES IMMIGRATION LAW**

The U.S. Immigration Law requires that any employee, who is hired after November 6, 1986, prove eligibility for employment in the United States. The requirement applies to U.S. Citizens as well as to non-citizens. You must present appropriate documentation as defined by law showing your eligibility for employment. This means you must prove you are:

1) A citizen or noncitizen national of the United States; or
2) A lawful permanent resident; or
3) An alien authorized to work in the United States.

**VIOLATIONS OF COMPANY POLICY AND/OR LAW**

The Company does not violate the law and do not tolerate those who do. If an employee believes that anyone in or associated with the Company has violated or is violating State or Federal law or Company policy, they must report the violation(s) to their General Manager, to one of the Vice Presidents of Forever Resorts, or to the Senior Vice President of Human Resources, or Director of Human Resources for Forever Living Products International, Inc.

**COMMUNICATION**

Good communication is particularly important to the Company. Your supervisor is the first and most important means of communicating with management about yourself and your job. Ask questions and talk with your supervisor frequently about any ideas, suggestions or concerns you may have. Questions concerning paychecks and employee services should be directed to the property's administrative office.

We want you to know what is going on in the Company. Remember that facts are a much better source of information than rumors or gossip. You may be asked or required to attend employee meetings for this purpose. Memos and bulletins will be posted with announcements of importance to you. In addition, there are official channels of communication, and you are always free to ask questions or pass on suggestions to your supervisor, human resources or management.

**ATTENDANCE AND PUNCTUALITY**

If you will be unavoidably delayed or absent, let your supervisor know at least two (2) hours in advance of your scheduled shift time so that appropriate arrangements can be made. Absence for two (2) consecutive days without notice constitutes job abandonment, which is recorded as a voluntary termination of employment. Excessive absenteeism, including tardiness and absences, may result in disciplinary action up to and including termination.

**ORIENTATION AND TRAINING**

The Company believes in the importance of ensuring that each employee has the skills necessary to competently perform their assigned responsibilities. Therefore, your supervisor will provide you with a job description that outlines work responsibilities and explains the performance standards by which you will be measured. Your supervisor will also lead you through a departmental orientation program. You may be invited to attend departmental meetings and training sessions. You may be asked to share your talents, ideas and experiences. Through sharing, we will continue to grow as individuals and as a team.

**PROBATION**

At the discretion of the General Manager or Supervisor, you may be placed on probation for inadequate performance or improper behavior at any time during your employment, to correct recognized performance shortcomings that you are able and willing to correct. Note, however, that the Company retains the sole discretion to discharge an employee for any lawful reason at any time, without providing any probationary period in advance of discharge.



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While you are on probation, both you and your supervisor should pay particular attention to your performance and progress.

## PROMOTIONS

The Company is proud of its reputation for providing its employees with opportunities for professional growth and advancement. You will have an opportunity to prepare yourself for advancement. If you are interested in another position, please notify your supervisor. If in the opinion of management of the Company your qualifications meet the requirements of the position or the needs of the facility, you will be considered for the position along with other qualified applicants. It is the goal of the Company to promote/hire the most qualified applicant for a given position. Thus, the Company does not have a "hire from within" policy.

## TERMINATION OF EMPLOYMENT

**Resignation-** As a matter of courtesy, employees who decide to leave the Company are encouraged to give at least two weeks' written notice. Employees are expected to work through their notice period, unless the Company approves an earlier departure. At some properties, you commit to work through a certain date. As an at will employee, you may resign at any time, or the Company may terminate your employment; however, if you leave prior to the date to which you committed, it may affect your ability to be rehired in the future.

**Layoff** - When an employee's position must be eliminated for business and/or economic reason or the end of the season, and no other suitable positions are available, the termination is classified as a layoff.

**Discharge** – When employees are terminated by the Company, if they live on company property, they will be notified as to how much time they have to pack their belongings and vacate the premises.

**Company Property Upon Termination:** Upon termination for any reason (voluntarily or involuntarily) you must return, to your department head or supervisor, all Resorts equipment, including uniforms, keys, locks, manuals, and name tags. Final payment of wages and other compensation due will be made within the time period required by applicable state and federal laws. Employees who live on property will have a limited time to pack their belongings and vacate the premises.

## EXIT INTERVIEWS

You may be asked to participate in an exit interview. The human resources/administrative office or your immediate supervisor usually conducts this interview at the time that your employment with the Company ceases. The exit interview will be used as a means for you to provide us input as to your employment experience with us.

## EMPLOYMENT REFERENCES AND LETTERS OF RECOMMENDATION POLICY

The Company seeks to avoid the possibility of inaccurate, inconsistent or unfair references. Therefore, all requests for references on existing or former employees must be forwarded to Home Office Human Resources, who will verify dates of employment and job title. Under no circumstances are employees at any level authorized to provide references to anyone outside of the Company.

The Company does not provide written letters of recommendation for departing or former employees. No letters of recommendation should be mailed by anyone to the departing employee, former employee or prospective employer.

## SAFETY STANDARDS

The Company's safety standards were designed to ensure the well being of our guests and employees and to prevent on-the-job injuries and accidents. Safety is a responsibility we all share. Employees who violate safety rules present a danger to themselves and others. This type of behavior is unacceptable and subject to disciplinary action up to and including termination.



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The following are general safety standards for all Company employees. You are also expected to know and follow the specific safety standards for your department and location.

- Be alert. Be careful. Be aware of your surroundings. Always **THINK SAFETY.**
- Report any unsafe or sub-standard conditions, malfunctioning equipment, or any other item you believe is unsafe to your supervisor or department head immediately.
- When an accident occurs, report it immediately to your supervisor, even if it appears only slight at the time.
- Know how to perform a job safely. Use the recommended job procedure while doing it.
- Exercise caution when approaching blind spots such as doorways or corners, do not back away from counters, or work stations.
- Clean up spills, etc. immediately. Use caution when walking on slippery surfaces. Place appropriate warning signs immediately.
- Use approved climbing tools such as ladders and step stools. Do not use chairs, tables, boxes, etc.
- Never block a fire exit.
- Work with safety in mind at all times. Horseplay, practical jokes, or other unsafe behavior is not allowed.
- Observe all rules for wearing personal protective and safety equipment.
- Carefully read and understand directions and warnings before using any cleaning or hazardous chemicals on the job.
- Follow all established procedures in case of fire or emergency situations. Above all, remain calm. Do not panic.
- Learn and practice the correct way to lift heavy objects.
- Keep all walking surfaces and stairs free from debris.
- Operate only equipment on which you are properly trained.
- Obey all safety signs.
- If your work requires that you handle chemicals that may be hazardous, you will be informed of the location and availability of your property's written hazard program. Containers will be labeled with warnings, and you will be trained to recognize and handle chemicals in the work area.
- Equipment and tools issued for use in your work should be treated with respect as important Company assets and must not be removed from the workplace. If equipment or tools used by you are in need of repair, report this fact to your supervisor so that arrangements can be made for repair or replacement.
- Use all tools and equipment for their intended use only, making sure all guards and other safety-related components are in place.
- If a guest or employee is injured or ill, call the most immediate available supervisor at once.

**CONFIDENTIAL INFORMATION**

Please respect the confidentiality of our business by not discussing any matter not released to the general public.

**E-MAIL/INTERNET POLICY**

This policy describes the guidelines for all the Company's properties with regard to access to and disclosure of electronic mail messages sent or received by Company employees with use of the Company e-mail system. The policy below applies to any employee who has access to or whose job duties include work on company business computers. The Company recognizes the privacy of its employees' work-related conduct along with the need for the use of the Company-provided equipment or supplies. You should be aware that the following guidelines may affect your privacy in the workplace. You should have no expectation of privacy in the use of the Company computers – all equipment, software, e-mail, other documents and your work product are the property of the Company.



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**I. Management's Right To Access Information/Security**

The electronic mail system has been installed by Company to facilitate business communications. The Company has a dedicated connection to the Internet with a firewall providing secure controlled access between the Company network and the Internet. Even though an employee may have an individual password to access this system, it belongs to the Company and the contents of e-mail communications are accessible at all times by Company management for any business purpose. These systems will be subject to periodic unannounced inspections by the Company, and should be treated like other shared filing systems. All system passwords and encryption keys must be available to Company management, and you may not use passwords that are unknown to your supervisor or install encryption programs without the prior approval of your supervisor or without turning over encryption keys to your supervisor. All e-mail messages are Company records. The contents of e-mail, properly obtained for legitimate business purposes, may be disclosed within the Company without your permission. Therefore, you should not assume that messages are confidential. Back-up copies of e-mail may be maintained and referenced for business and legal reasons. Employees are prohibited from the unauthorized use of the passwords and encryption keys of other employees to gain access to the other employees' e-mail messages. Alternate Internet Service Provider connections to the Firm's internal network are not permitted unless expressly authorized by the Department Supervisor.

**II. Personal Use of E-Mail**

Because Company provides the electronic mail system to assist you in the performance of your job, you should use it for official Company business. Incidental and occasional personal use of e-mail is permitted by Company, but these messages will be treated the same as other messages and are not considered confidential and are subject to monitoring. Any personal use should be done on your own time and not Company time. Company reserves the right to access and disclose as necessary all messages sent over its e-mail system, without regard to content. Since your personal messages can be accessed by Company management without prior notice, you should not use e-mail to transmit any messages you would not want read by a third party. For example, you should not use the Company e-mail for gossip, including personal information about yourself or others, for forwarding messages under circumstances likely to embarrass the sender, or for emotional responses to business correspondence or work situations.

In any event, you should not use these systems for such purposes as soliciting or proselytizing for commercial ventures, religious or personal causes or outside organizations or other similar, non-job-related solicitations. If Company discovers that you are misusing the e-mail system, you will be subject to disciplinary action up to and including termination. Users should not have any expectation of privacy with respect to e-mail.

**III. Forbidden Content of E-Mail Communication**

Company e-mail and Internet access may not be used for knowingly transmitting, retrieving or storing any communications of a discriminatory or harassing nature or materials that invade the right of privacy or are offensive, scandalous, profane, obscene, or sexually explicit. Harassment of any kind is prohibited. Any materials that are derogatory or inflammatory regarding any individual race, age, disability, religion, national origin, physical attributes or sexual preference are prohibited. Electronic media may also not be used for any purpose that discloses confidential Company information to third parties, that is illegal, that is unethical, that is against Company policy, or that is contrary to the Company's best interest. Solicitation of non-Company business or any use of the Company's e-mail or Internet for personal gain is prohibited. Use of the Company-provided e-mail system in violation of this guideline may result in disciplinary action, up to and including termination.

**IV. Communications Sent Via E-Mail**

All communications sent by employees via the Company's e-mail/Internet system must comply with these stated policies and with all other Company policies.

Each employee is responsible for the content of all materials (i.e. text, audio or images) that he or she places or sends over the Company's e-mail/Internet system. No e-mail or other electronic communications may be



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sent that hides the identity of the sender or that represents the sender to be someone else or from another department or another company. All messages communicated on the Company's e-mail/Internet system should contain the employee's name. No materials, information or messages may be sent by any employee to any public site or forum (e.g., discussion groups, bulletin boards, or chat rooms) unless expressly authorized by the Department Supervisor. Authorized senders of any such communications should exercise care and responsible judgment in any statements made, as they may reflect upon the Company, its employees and/or distributors.

External e-mail is susceptible to illegal interception. As a result, external e-mail communications containing any privileged, confidential, or proprietary information should be handled with the type of care that is employed with confidential communications made through other devices like fax transmissions, letters, and telephone calls.

**V. Confidential Information**

Whenever Company makes Confidential Information available to the Employee, it shall be for the sole purpose of facilitating efforts to promote and sell Company's products and services. Employee shall not use, disclose, capitalize or otherwise exploit any Confidential Information for Employee's own benefit, or for the benefit of anyone else, other than for the purpose of conducting business for Company. Employee shall maintain the confidentiality and security of the Confidential Information in Employee's possession and take reasonable precautions to protect against disclosure, misuse, misappropriation and other action inconsistent with the best interests of the Company. Upon termination of employment with the Company, Employee shall return all copies of Confidential Information or documents containing or incorporating any Confidential Information to the Company.

If any such information has been put in computer form, the original shall be given to Company, and all copies shall be erased and/or destroyed immediately. Upon request by Company, Employee shall certify to Company by sworn affidavit that Employee has returned all Confidential Information in Employee's possession or control to Company and that no other copies or embodiments in any form of the Confidential Information exists in the Employee's possession or control.

**VI. Software**

To prevent computer viruses from being transmitted through the Company's e-mail/Internet system and to prohibit the downloading of copyrights, trademarks, patents or other proprietary rights without permission, no employee may download any software that has not been specifically authorized by the Company in writing. All software downloaded must be registered to the Company. The use of any software not approved by the I.T. Department for access to the Internet is prohibited. Employees should contact I.T. if they have any questions regarding the software intended for use on the Company's system.

**VII. Disciplinary Action For Misuse of Email/Internet**

If the Company discovers that you are misusing the e-mail or internet system, you will be subject to disciplinary action up to and including termination.

**SECURITY**

You have an obligation to observe and maintain established regulations insuring the security of Company property, its employees, and guests. The following rules are not all encompassing, but their observance will assist in maintaining a more secure environment:

1) Report any suspicious characters or unusual activity to your supervisor or to security immediately.
2) All keys given to you in the course of employment are the Company's property, and must not be duplicated in any circumstance without written permission. Protect and use them with care, and return them to the proper place.
3) Follow established procedures for responding to situations involving criminal activities.



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**EMERGENCY PREPAREDNESS**
Each Company property has an emergency action plan. It is your obligation to review these procedures with your supervisor and understand any responsibilities you may have responding or reacting to these situations. You will be expected to assist, where appropriate, in an emergency; but you will not be expected to jeopardize your own personal safety.

**INSPECTIONS**
Employees are subject to occasional inspection of their belongings (and living quarters if they live in Company housing) at any time including bags, purses, backpacks, boxes, dorm rooms, trailers, etc. as a condition of employment and/or continued employment.

**SANITATION**
It is extremely important that the cleanliness of all areas be maintained in compliance with Federal, State, and City health and sanitation codes.

**ENVIRONMENTAL ALERT**
It is everyone's job to protect our environment and keep energy consumption to a minimum.

- Conserve electricity.
- Report any potential energy leaks to your supervisor.
- Conserve water.
- Close all doors when walking in or out of buildings.
- Dispose of wastes properly.
- Support recycling efforts.
- Understand procedures for responding to fuel & chemical spills.
- Understand procedures involving containment while sandblasting, scraping, painting, cleaning, etc. any surfaces.
- Understand, support and assist all Resort Affiliates' efforts with regard to ISO 14001 and all other environmental policies and initiatives.

**NO SOLICITATION OR DISTRIBUTION**
Solicitation or distribution of non-work related literature is not permitted.

**LOST AND FOUND**
Any items found on the Company's property must be turned in immediately to your supervisor so that an attempt can be made to locate and restore such items to their rightful owner.

**PARKING**
You may be asked to park in designated employee parking areas and must observe all posted stop signs and speed limits. The Company is not responsible for theft or vehicle damage.

**UNIFORMS**
If you are required to wear a uniform, it will be provided. Uniforms will not be worn outside Company property except when traveling to and from work. You may also be required to wear other appropriate items such as footwear. It is your responsibility to keep your uniform pressed, neat, clean, and in good repair. The Company will also issue you a name badge. Name badges are part of the uniform and should be worn by all employees while working.

**FAMILY EMPLOYMENT**
Employment of more than one member of a family or married couples will not be permitted unless approved by the appropriate Vice President. This shall include parents, children brothers, sisters, and all other immediate family members, i.e.: in-laws, stepchildren, nieces, nephews, etc.



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Employees who marry after permanent fulltime employment has been established would need the approval of the appropriate vice president to continue prior employment status, if there is a direct reporting relationship between the married employees.

**CHANGES IN PERSONAL STATUS**

Employees should notify their Administrative/Payroll representative immediately regarding changes in their personal status. Such information would include changes in:

1) Name
2) Marital status
3) Address or telephone number
4) Number of dependents for tax purposes
5) Person to notify in case of emergency
6) Alien status or eligibility to work in the United States
7) Correction to Social Security Number

**ACCESS TO PERSONNEL FILES**

The Company maintains a personnel file on each employee. Personnel files are the property of the Company, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the Company who have a legitimate reason to review specific information in a file are allowed access. An employee is not allowed access to review his/her own personnel file, except as allowed by applicable state law.

**GENERAL STAFF MEETINGS**

As necessary, employee meetings will be held to offer opportunities for everyone to exchange information, express opinions, and to make known problems or suggestions people might have with regard to the operation of the Company. Additionally, meetings may be held to keep you informed of various Company events and to keep you current on new employee practices. These meetings are generally unpaid unless specified "mandatory". Your attendance at mandatory meetings, such as sexual harassment training, is required and the time is paid.

**SUGGESTIONS**

Your ideas are welcomed. The Company is always pleased to receive any idea that you feel will improve our operation or save time and money. Any suggestions you feel warrant your supervisor's attention should be put in writing and submitted to your supervisor.

**TELEPHONE COURTESY**

If you use a telephone as part of your work, remember that you are representing the Company. Here are a few reminders about telephone etiquette:

- Answer promptly. All calls should be answered by the third ring.
- Speak clearly and pleasantly.
- Identify your property, yourself, and ask, "How may I help you?"
- Listen carefully and get all the information you need to handle the request.
- Handle the caller's request completely, which might include a return call with further information.
- Say "Thank you" and "Good-bye".

**BUSINESS STANDARDS AND PERSONAL CONDUCT**

Operating a successful business requires the cooperation and mutual respect of all employees. Our personal conduct standards were developed to ensure that we work together as a professional team, with consideration for the rights and interests of others.

There are certain patterns of personal conduct that are expected. The following are some suggestions to keep in mind:



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**BE COURTEOUS** --Always treat others, as you would expect to be treated, whether it is with a guest, another employee, or a vendor. Personal courtesy and kindness always helps in the performance of any task.

**BE ENTHUSIASTIC** --A whole-hearted, positive attitude that spells success often results in a warm response from those with whom you interact.

**BE NEAT** --An orderly approach toward our work will produce accuracy and save time. Doing things twice always takes longer than being careful the first time.

**BE WELL-GROOMED** --Extreme clothing, jewelry, fragrance, and makeup are not appropriate in a business organization. All employees should give particular attention to details of personal hygiene and grooming, especially in our industry where we are always in the "public eye".

Obviously, when employee misconduct occurs, measures must be taken to correct the situation. The approach we take to discipline may vary depending on, among other things, the seriousness of the offense, the circumstances under which it occurred, your duties, and your overall work record, including any prior disciplinary action. Discipline can take one of the following forms:

- Verbal counseling
- Written counseling/warning notice
- Suspension from work without pay
- Termination

Any or all of these steps can be skipped as the Company deems appropriate in its discretion. There are cases when, at the Company's discretion, immediate termination is the appropriate action, and the Company may do so without warning.

The following are examples of unacceptable personal conduct that may result in disciplinary action. **This list is not all-inclusive.** Management may determine that certain behavior not described in these standards also warrants disciplinary action, up to and including immediate termination:

- Leaving the job during working hours without permission.
- Excessive absenteeism, tardiness, breaks, leaving shift early, loitering, wasting time
- Failure to follow established work methods and procedures.
- Failure to fulfill the responsibilities of the job to the extent that might, or does, cause injury or damage.
- Rude, discourteous, or offensive conduct towards distributors, visitors, guests, supervisors, or other employees, including profane, intimidating and abusive language.
- Creating or contributing to a hostile work environment of sexual harassment.
- Using obscene language or acting in any manner that could be interpreted as sexual, racial, religious, or other types of harassment.
- Threatening, intimidating, coercing, interfering with guests, or other employees.
- Threatened or actual physical violence or force against another employee or guest.
- Dishonest, false, fraudulent, or malicious statements or actions.
- Failure to report an accident or personal injury, breakage or damage to equipment or facilities.
- Giving false information or refusing to give information when accidents, injuries or damage are being investigated.
- Falsifying information on an employment application or any other Company record.
- Inappropriate discounting purchases or failure to record correct price in register or check-out



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- Unauthorized use, removal, or theft of property belonging to the Company, an employee, an independent contractor, or guest.
- Unauthorized use of guest rooms or guest facilities and unauthorized attendance at guest functions or meetings.
- Destroying, defacing, damaging, or misuse of Company property, the property of other employees, or guests. Neglect, carelessness or mischief which results in loss, damage or breakage of Company, guest or other employee property.
- Unauthorized removal or sharing of confidential information.
- Violation of appearance standards.
- Violation of attendance standards.
- Violation of safety, fire prevention, health, or security rules and practices.
- Violation of department rules, regulations, or procedures.
- Violation of state or federal laws.
- Failure to notify your supervisor of an arrest, the service of a personal summons containing charges or allegations of illegal activity on behalf of the employee served, the filing of a disorderly complaint or the return of an indictment against an employee for an alleged illegal activity, or being subpoenaed to testify in any proceeding which involves alleged illegal activity on behalf of the employee or another employee of the Company.
- Carrying a weapon on Company premises without authorization.
- Immoral conduct or indecent behavior while on Company premises or on Company business, or conduct which reflects negatively on the Company.
- Behavior that publicly embarrasses the Company.
- Hustling, soliciting gratuities, or suggesting that a gratuity is required or expected for service. Indicating in any way that an offered gratuity is not sufficient.
- Smoking in an unauthorized area.
- Drinking or having the odor of an alcoholic beverage on your breath, possessing, or being under the influence of alcohol upon reporting to work or during working hours. Selling, dispensing, or passing alcoholic beverages on Company premises, except in the specific performance of work assigned by the management.
- Using or having present in the body system controlled substances (illegal drugs) or misuse of prescribed drugs upon reporting to work, during working hours, or on Company premises during non-working hours. Using, selling, possessing, dispensing, or passing any controlled substance (illegal drug) on Company property.
- Careless or inefficient performance of duties. Failure to maintain proper standards of workmanship or quality.
- Excessive or continuous cash shortages, loss of funds or other irregularities in the handling of cash or credit cards.
- Insubordination, including failure to obey or refusal to perform assigned duties as requested by your supervisor or management. If a request is made of you that you feel would place you, a coworker-worker, or a guest in an unsafe, dangerous position, ask your supervisor for clarification of instructions before performing the task.
- Refusal to work overtime as requested by management or working overtime without management approval.
- Punching or altering another employee's time card, falsifying production records, or any other interference or hindrance of work schedules.
- Failure to punch your timecard or complete a timesheet on time or at all.
- Failure to clock in and out for meal breaks.
- Failure to report tips.
- Failure to report any lost-and-found articles.
- Conducting excessive personal business on the job (including mail, e-mail, phone calls and visitors)
- Having unauthorized visitors in work areas.



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- Utilizing Company telephones and the Company mail system without proper authorization.
- Possessing dangerous or deadly weapons on Company time or property.
- Gambling of any fashion on Company time or property.

**PAY PERIODS**

Pay periods are generally bi-weekly. Should a recognized holiday or any emergency preclude the disbursement of paychecks as scheduled, the Company will make distribution on the day most convenient to the regularly scheduled payday. Please check with your payroll administrator for your regularly scheduled payday.

Employees are required to pick up their paychecks or paystubs in person. In the event you are unable to do so, you must notify your supervisor or personnel manager in advance to make other arrangements.

**PAYROLL DEDUCTIONS**

Each payday the Company is required to withhold federal income taxes based on your earnings for the current pay period and your designated exemptions. Tax tables prepared by the federal government and your completed W-4 form determine the amount deducted.

The Company is also required to deduct State, County and City income tax in areas where such a tax is mandatory. Tables prepared by the appropriate taxing authority will be utilized to compute your deductions.

The Company is also obligated to make deductions from your pay for Social Security (FICA). The deduction, together with a matching sum paid by the Company, is forwarded to the Federal government to meet the cost of Social Security retirement and disability benefits.

In addition, the Company may also be obligated to make deductions from your paycheck for court ordered wage garnishments or child support payments. You will be notified in advance of such garnishments only as required by law. Your request to stop a court-ordered deduction will not be honored. The Company can only stop such a deduction based on a court order to stop it.

Payroll deductions for rent, electricity, propane or other authorized charges will be made upon written authorization from the employee, and will be deducted from your paycheck unless other arrangements have been made. Please check with your payroll administrator for your property's policy on frequency and dates that authorized deductions will be made from your payroll.

No advances on salaries or wages will be allowed.

You assume ownership and responsibility for your paycheck when you receive it. Immediately contact your property manager or administrative office if your check is lost or stolen.

**TIMEKEEPING**

The Company uses time cards as a means of determining hours actually worked. It is required, therefore, that your time be recorded at the start of each shift, at the beginning and end of meal periods, and at the end of your shift. Your location may require the use of a time clock or other timekeeping device.

Since your pay is calculated on hours actually worked, your time should never be recorded until you are ready to report to your workstation. Hourly time to calculate pay may be rounded to the nearest tenth of an hour or quarter hour, depending on the system in place at the location.

Under no circumstances should you record work time on behalf of another employee nor should you request another employee to record your work time. Such actions may result in immediate termination.



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**TIP REPORTING**
Tipped employees must report all cash tips to the Company. Each property has procedures to follow for the required reporting of all tips.

This requirement does not apply to event service charges and credit card tips. These are automatically listed as income on your paycheck and, therefore, appropriate taxes are withheld.

**OVERTIME**
Hourly employees are paid at the rate of time and one-half for all hours worked in excess of forty hours during the regularly scheduled workweek except as modified by state law. If your property operates on a seasonal basis on NPS property, overtime would be paid based on state law, if any; or if there is no state overtime law, overtime for your location may be paid for hours worked in excess of fifty-six hours during the location's standard workweek. Salaried supervisory employees are exempt from overtime pay.

The workweek is established as seven consecutive periods of twenty-four hours each. Only hours actually worked will be included in determining overtime pay. Any jury duty paid per the policy is not considered hours actually worked for purposes of calculating a 40-hour week and overtime.

It is Company policy that the performance of unauthorized overtime will subject the employee to disciplinary action, up to and including termination. Therefore, if you have not been scheduled or specifically approved by your supervisor to work an extended shift, you must clock out and leave work at the conclusion of your regularly scheduled shift. Either your supervisor or the Manager on Duty is able to grant you the pre-authorization needed in a potential overtime situation.

**MEAL/BREAK PERIODS**
At least a thirty-minute unpaid meal period is permitted (or required by applicable state laws in some states) each hourly employee whose shift is at least six hours long. This meal period will normally be scheduled approximately midway through your shift. Employees are required to clock out at the beginning of the meal period and clock back in at its conclusion.

Meal periods may not be at the same time for all departments and may vary daily depending on workloads. It is, therefore, necessary to check department scheduling to determine your appropriate meal period.

Workloads permitting, employees may be allowed brief rest/break periods during the shift, although there is no requirement for breaks (unless required by state law). Your immediate supervisor will authorize and schedule these if appropriate.

**SHIFT SCHEDULES**
Some locations operate twenty-four hours a day, requiring some employees to work on a shift basis. You may also be requested or required to change shifts if workloads make such changes necessary, at the discretion of management. Your supervisor will advise you of your shift schedule and any change that is necessary.

**POSTING OF SCHEDULES**
Your supervisor will advise you or post your work schedule in a designated area. Schedules may fluctuate at times, but they are made to meet the needs of business at any particular time. You are expected to be at your workstation at the start of your regular shift. Since schedules may change, it is your responsibility to check your schedule daily.

**401k AND PROFIT SHARING PLAN**
The Company is pleased to provide a vehicle for its employees to save for their future. There are two separate components of the plan: 401k and Profit Sharing. Employees who are at least 18 years old may



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enroll in the 401k plan and are eligible to sign up to make pre-tax deductions of their own money into the plan upon hire. Employee contributions are exempt from Federal taxes (except FICA) and most local taxes until they are withdrawn. Earnings are also tax-deferred until the money is withdrawn from the plan. This is a good opportunity to save and plan for your future.

Employees who are at least age 18, work for the Company for one year and worked at least 1,000 hours during that year are eligible to receive a 401k match on the contributions they make going forward, starting at the next quarter. Currently, the Company has a safe harbor plan. The Company matches 100% of the first 3% of your compensation that you contribute and 50% of the next 2% of compensation that you contribute. The Company's safe harbor plan may be changed and notice is provided to participants as required by law if it changes. The match made after January 1, 2007 is 100% vested upon funding into your account.

Employees who are at least age 18, work for the Company for one year and worked at least 1,000 hours during that year are also eligible for the profit sharing portion of the plan. Employees may receive a profit sharing contribution if they meet eligibility, work 1,000 hours for the year and are employed on December 31. Profit sharing contributions are calculated based on earnings after an employee meets eligibility. Annual profit sharing contributions are discretionary.

Vesting in Company contributions (match before January 1, 2007 and profit sharing) is 100% upon reaching total and permanent disability or death. Normal vesting for reasons other than as stated above is as follows:

| | |
|---|---|
| Up to 2 years of employment | 0% |
| 2 years up to 3 years | 34% |
| 3 years up to 4 years | 67% |
| 4 years or more | 100% |

The plan information contained in this Handbook is provided as a summary of the 401k and profit sharing plan. The Company reserves the right to change, modify or terminate the plan at any time with or without notice. Full details of the plan are contained in official plan documents that govern the plan. In case of a conflict in interpretation between the information provide herein and the official plan documents, the official plan documents will prevail.

**HOLIDAYS**
Seasonal employees are not eligible for paid holidays.

**WORKER'S COMPENSATION**
Employees injured on the job are protected by worker's compensation insurance. This insurance will provide payment of medical expenses and, in some cases, payment to the injured employee for time lost from work.

These injuries must always be reported immediately (which means when the injury occurs) to the employee's supervisor, who will assist the injured worker in accessing care from an approved health-care facility. A report must be submitted to the workers compensation insurance carrier for each incident. Failure to report injuries when they occur may result in disciplinary action up to and including termination.

If time is lost from work due to injury, compensation may be paid by the insurance company based on the laws in the state in which the employee works. Check with the Home Office Human Resources Department if there are questions regarding payment for lost time.

We have a modified work program, which will allow the employee to return to work on a light duty basis on a temporary basis. The treating physician must provide the Company, in writing, any restrictions relating to the injury prior to consideration of early return to work. The general manager will structure the modified work program, if appropriate, on a temporary basis. An employee who is able to return to work on a modified work program, but refuses, is considered to have resigned form his/her position.



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A full release will be required by an injured worker's treating physician to return the employee back to regular work status.

The Company and/or the insurance company has the right to deny any claim which it feels is not legitimate. Injured workers may be required to submit to a drug test, in accordance with the Company's Drug-Free Workplace Policy. An injured worker who tests positive for drugs may be denied benefits, or experience a reduction in benefits, depending upon the applicable state law.

**FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The law entitles eligible employees (of properties that qualify under the Family and Medical Leave Act) up to 12 weeks of unpaid FMLA leave during a 12-month period for one of the following reasons:

1. the employee's own serious health condition (including incapacity due to employee's pregnancy; prenatal medical or childbirth); or
2. the birth and care of a child, placement of a child for adoption or foster care; or
3. to care for a seriously ill spouse, child or parent, but not in-laws; or
4. a qualifying exigency arising out of your spouse, son, daughter or parent's active military duty or notification of an impending call or order to active duty in the armed forces in support of a contingency operation. "Qualifying exigencies" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings (some of which may have time limits under the law).

Leave for the birth and care of a child, placement of a child for adoption or foster care must be completed within the 12-month period beginning on the date of birth or placement.

The total aggregate number of weeks allowed under FMLA within a 12-month period beginning with the first day of an approved leave is 12 weeks for reasons #1-4 above.

Where both husband and wife of a married couple are employed by the Company, the two spouses together may take a combined total of 12 weeks' leave during any 12-month period for reason #2 above, or to care for the same individual for reason #3 above, or a combination of reasons #2 and #3.

Additionally, the Act provides Military Caregiver Leave, to eligible employees who qualify, up to 26 weeks in a single 12-month period to care for your spouse, son, daughter, parent or next of kin (nearest blood relative) recovering from a serious injury or illness suffered while on active duty in the armed forces. Where both husband and wife of a married couple are employed by the Company, the aggregate amount of leave that can be taken by the husband and wife is 26 weeks in a single 12-month period for military caregiver leave, or a combination of military caregiver leave and a qualifying exigency leave. The aggregate number of weeks both the husband and wife may take for a qualifying exigency leave alone is 12 weeks.

**Intermittent Leave**

The leave may be taken intermittently or on a reduced leave schedule, under certain circumstances, when medically necessary. You must make reasonable efforts to schedule intermittent leave for planned medical treatment so as to not unduly disrupt our operations. For intermittent or reduced schedule FMLA leave, you may be transferred temporarily, until the leave is completed, to an alternate position that better accommodates his/her schedule, at the same pay and benefits (if any), but not necessarily an equivalent position. Intermittent leave for the birth/placement of a child is not allowed unless the Company and you agree to such leave.

**Eligibility**

An "eligible employee" is one who works for a worksite employing 50 or more employees within 75 miles as measured on public roads. THEREFORE, THE FAMILY AND MEDICAL LEAVE ACT PROVISIONS



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WILL NOT APPLY TO ALL COMPANY PROPERTIES. In addition, the employee must have been employed for at least 12 months and must have worked for the Company at least 1,250 hours during the last 12 calendar months preceding the request for leave.

For properties located in California, the California Family Rights Act (CFRA) covers employers who employ 50 or more part time or fulltime employees. The employee eligibility is the same as for the federal FMLA leave (employment of at least 12 months and must have worked for the Company at least 1,250 hours in the 12 month period before the leave begins.) If you wish to take such a leave, contact Home Office Benefits or your on-site HR contact to see if you qualify.

If you work in a state with its own leave laws, applicable laws will be followed. Contact Home Office Benefits or your on-site HR contact to see if you qualify.

**Employee's Responsibilities**

You must request a leave under the Family and Medical Leave Act at least 30 days prior to the qualifying circumstances when it is a planned or foreseeable event, e.g., birth, adoption, foster care, or planned medical treatment for self or immediate family member.

If the need is unforeseeable, you must give the Company notice as soon as is practicable and must follow Company call-in procedures. Failure to observe these notice requirements can result in denial or delay of the leave and you will have no job protection and benefit continuation provided under the law. You may also face normal Company disciplinary actions for failure to follow Company policy.

You must provide medical certification of the condition including the fact that you are unable to perform your job functions, or medical certification of the fact that you are needed to care for a family member. You have 15 days to complete and return the necessary paperwork. In the case of intermittent leave, this certification must also provide the dates and duration of the treatments to be given. You must also advise if the requested leave is for a reason for which previous FMLA leave was taken or certified.

The Company can require that you obtain a second or third opinion for certification from a health care provider of its choice. It can also require periodic recertification of an employee who is on leave. Second and third opinions and re-certifications are at the Company's expense.

You must notify the Company as soon as practicable (typically within 2 business days) **if**: 1. the dates of the leave change; 2. the leave is extended or 3. the dates were unknown initially.

You must notify the Company at least two work days prior to the date you intend to report back to work. A fitness for duty statement from the health care provider is required including restrictions, if any. Under FMLA, you do not have a right to a light duty position (a return with restrictions) and the Company may or may not, in its sole discretion, offer light duty or accommodate restrictions if you are not able to return to full duty. In other words, the Company is not required to allow you to return to work from FMLA unless you are able to return to full duty.

If you are on intermittent leave, you must inform your supervisor at the time of each absence that it is due to the medical need stated on your FMLA certification. If you are an exempt employee on intermittent leave, you must complete a timesheet for the hours worked and you may be docked for time off, if you have exhausted your paid time off. Reducing your pay for partial days off will not impact your exempt status under the Fair Labor Standards Act.

If you refuse to provide a medical certification, your leave request may be denied and you may be disciplined.



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The Federal Notice of Employee Rights and Responsibilities can be found at the back of this Handbook.

**Pay, Benefits and Protections**
The leave is unpaid time off. If FMLA leave is taken, the employer is only required to provide enough leave to total 12 weeks.

You are not entitled to the accrual of any seniority or employment benefit during the period of leave nor are you entitled to any "right, benefit, or position of employment" other than that to which you would have been entitled if no leave had taken place.

You are entitled to be restored to the position you had when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

In some cases, the employer is not required to restore an employee from the highest paid 10% of the employer's work force to his/her previous position. However, when the employer decides not to restore the employee, the employee must be notified; and if the leave has already begun, he/she must have the option of returning to work within a reasonable time, after learning of the employer's intent.

**JURY DUTY**
The Company fully supports your compliance with jury service. If you are called for jury service on any day that prevents you from reporting for your regularly scheduled shift, you must report the amount the court pays you. You will be compensated for the difference between the fee received from court and your normal earnings for each day you serve to a maximum of eight hours per day, and a maximum of 10 work days. If you are excused from duty, it is expected that you will report to work and complete the balance of your scheduled shift.

Proof of service, which is provided by the court clerk, must be presented to payroll before differential payment will be made. The Company will not normally attempt to obtain an exemption from jury service unless your absence would prove critical to the operation of your department. The jury duty benefit does not apply for court appearances as a plaintiff, defendant, or witness.

If you receive a check for mileage for jury duty, you may keep it.

**MILITARY LEAVE OF ABSENCE**
A military leave of absence will be granted to employees, in accordance with USERRA, to attend scheduled drills or training called to active duty with the United States Armed Services. The leave will be unpaid.

Except as required by state and federal law, employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training allowing for reasonable travel time. Employees on longer military leave must apply for re-employment in accordance with all applicable state and federal laws. Every reasonable effort will be made to return eligible employees to their previous position or a comparable one.

**TIME TO VOTE**
The Company considers the casting one's ballot in national and local elections as both a privilege and a duty of the individual. Therefore, you are encouraged to exercise this right in all such elections. It is expected that you vote either before or after your normal working hours, unless otherwise required by state law. If this is not possible, you may request reasonable time off, without pay, from your supervisor to vote. Your supervisor will determine the most convenient time of day based on department schedules.



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**DISPUTE RESOLUTION/WAIVER OF JURY TRIAL**

The Company takes pride in providing quality products, services and working environment. A positive and friendly working environment is important to the Company, you, and our customers. Without prejudice to the right of either party to terminate, without cause, their working relationship if a dispute arises relating to any Company products, services, or your relationship with the Company, it is expected that the parties will attempt, in good faith, to resolve any such dispute in an amicable and mutually satisfactory manner.

In the event such efforts are unsuccessful, either party may serve a Notice of Mediation/Arbitration on the other party. Notice of Mediation/Arbitration shall be personally delivered or sent by prepaid registered airmail or air courier and shall be effective on receipt thereof by the party to whom it is addressed. Proof of receipt shall be a receipt signed by any officer or responsible official of the party to whom it is addressed.

The Notice of Mediation/Arbitration shall be dated and without prejudice to any right under the rules permitting subsequent modifications shall specify the claims or issues which are to be subjected to mediation/arbitration.

**IF DIFFERENCES CANNOT BE RESOLVED BY MEDIATION, THE PARTIES AGREE THAT IN ORDER TO PROMOTE TO THE FULLEST EXTENT REASONABLY POSSIBLE A MUTUALLY AMICABLE RESOLUTION OF THE DISPUTE IN A TIMELY, EFFICIENT, AND COST-EFFECTIVE MANNER, THEY WILL WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AND SETTLE THEIR DISPUTE BY SUBMITTING THE CONTROVERSY TO ARBITRATION IN ACCORDANCE WITH THE RULES OF J.A.M.S./ENDISPUTE, EXCEPT THAT ALL PARTIES SHALL BE ENTITLED TO ALL DISCOVERY RIGHTS ALLOWED BY LAW.**

The parties shall attempt to select a mutually agreeable mediator/arbitrator from J.A.M.S.'S Panel of Mediators/Arbitrators. If no agreement is reached within fifteen (15) days of the first written notice of intent to mediate/arbitrate, the arbitrator shall be the Director of Professional Services for Arizona and Nevada. In the event that the individual is unavailable, a single arbitrator shall be selected according to the rules of J.A.M.S.

The Arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. S1, et.seq., and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Either party may elect to participate in the arbitration telephonically. Any substantive or procedural rights other than the enforceability of the arbitration agreement shall be governed by Arizona law, without regards to Arizona's conflict of laws principles.

The parties further expressly agree that (i) the arbitrator shall only reach his decision by applying strict rules of law to the facts, (ii) the arbitration shall be conducted in the English language in Phoenix, Arizona, (iii) the party in whose favor the arbitration award is rendered shall be entitled to recover costs and expenses of the arbitration including, but not limited to, attorneys' fees and the costs and expense of administration of the arbitration proceedings, and (iv) the arbitrage award shall be issued in Phoenix, Arizona, U.S.A.

Except as provided in the following sentence, no party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter shall have been submitted and determined as provided herein and then only for the enforcement of such arbitration award. Judgment upon the award may be entered by the United States Federal District Court or Maricopa County Superior Court located in the State of Arizona or application may be made to such court for the judicial acceptance of the award and order of enforcement as the case may be if the Arbitrator's award or decision is not complied with within thirty (30) days of the Arbitrator's decision.

Arbitration shall be the sole and exclusive procedure for resolution of disputes between the parties including any disputes that might arise after termination of the relationship of the parties.



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**FOR MORE INFORMATION**
For more information about any of the information contained within this handbook, please contact your immediate supervisor.

**DRUG POLICY – SEE ATTACHED**



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## DRUG-FREE WORKPLACE POLICY-RESORTS

### *I. DRUG FREE AWARENESS PROGRAM*

The Company has a vital interest in maintaining safe, healthful, and productive working conditions for its employees. In some locations the Company is under contract with the National Park Service ("NPS"), which has in place a Drug Free Workplace policy governed by Executive Order 12564, Drug Free Federal Workforce (1986), and related legislation governing drug testing programs (the "NPS Policy"). The Company fully supports and adheres to the stated policy of the NPS Policy, and the Company intends to coordinate this policy as far as practicable with the NPS Policy and apply this policy as consistently as possible with the stated goals and objectives of the NPS Policy. To this end, the Company has in place specific rules and procedures directed toward eliminating the use of illegal drugs and alcohol in the workplace, and educating and providing appropriate assistance to employees. This information is described in this policy and the accompanying Drug Free Workplace Policy (Part II, below). For those locations where the Company is under contract with the NPS, all employees must agree to the following: (1) That employee will abide by the terms of the Drug Free Awareness Program and Drug Free Workplace Policy; and (2) That employee will notify the Company of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

The Company is committed to maintaining a drug free workplace. Any use of illegal drugs affecting Company business or objectives cannot be tolerated. Employees who use illegal drugs are less productive, have more on-the-job accidents, and a higher absenteeism rate than employees who do not use drugs and, thus, impair the Company's functions and its obligations to guests, other employees, and its duties as an NPS contractor. In addition, Company employees frequently must perform duties instantly and independently with minimal supervision. An employee under the influence of a drug or alcohol on the job can be a serious safety or health risk to himself or herself, to other employees, and, in some instances, to Company guests and the general public, and also can cause damage to the Company and its reputation with suppliers, customers, and the communities where the Company operates. In some instances, drug usage could result in loss of life, injury, and damage or destruction of property.

This policy is intended to achieve a drug-free workplace, while at the same time offering rehabilitative assistance to employees who want to stop using alcohol or illegal drugs. Accordingly, this policy not only prohibits the unlawful manufacture, distribution, dispensation, possession or use of controlled substances in the work place, but also is designed to inform employees about the danger of drug abuse (both on and off the job) and the availability of drug and alcohol counseling and rehabilitation programs. As part of our continuing effort to keep employees informed about the dangers of drug and alcohol abuse in the workplace, the Company will periodically post educational materials on employee bulletin boards. Any questions regarding our drug and alcohol policies should be directed to the Home Office Human Resources Department.

In addition, the risks and harm of drug abuse can extend beyond the workplace. As preliminary information for Company employees, a list of common Personal and Workplace Dangers associated with drug and alcohol abuse is attached to this policy, or available from Human Resources. Additional assistance and information may be available under the NPS Policy, or other resources that can be identified by Human Resources. The Company also makes available information about the availability of drug and alcohol counseling, rehabilitation and employee assistance programs, available in the area. This information is available from Human Resources, and can be requested on a confidential, "no questions asked" basis. Some commonly used "hotline" numbers are noted here, but they are by no means an exhaustive list of the employee assistance available from Human Resources, or from your personal physician:

*Common Hotline Numbers*
*Alcohol and Drug Referral Hotline: 1-800-252-6465*
*National Cocaine Hotline: 1-800-262-2463*
*National Institute on Drug Abuse, Drug Information and Treatment: 1-800-662-4357*



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In light of the serious health and safety problems presented by drug or alcohol abuse, and the negative effects that can arise in an employee's job and family, we strongly urge any employee who has or may have a drug or alcohol abuse problem to seek help before that problem affects work performance and/or job status. If and when it does affect an employee at work, or in connection with Company business, the Company will enforce the following Drug Free Workplace Policy.

## II. DRUG FREE WORKPLACE POLICY

The possession, manufacture, distribution, use, sale, or being under the influence of an illegal drug or alcohol in the workplace is unacceptable. Accordingly, the Company has established the following policy with respect to the possession, manufacture, distribution, use, or sale of illegal drugs or alcohol while at work or in Company work areas or on or in connection with Company business. This policy applies uniformly to all employees.

Certain employees, such as commercial drivers, also may be covered by other drug and alcohol testing requirements imposed by federal or state law in addition to the requirements of this Policy. Those employees will be informed of the additional requirements by their supervisor. If your state of employment has laws governing drug and alcohol testing, those laws will supersede this policy. **State specific modifications to this policy, if any, are attached and incorporated herein (the "State Exceptions").**

### 1. ALCOHOL

Unauthorized use or possession or being under the influence of alcohol by an employee while at work or on Company property or on Company business is prohibited. One nonexclusive indicator of "being under the influence" of alcohol is a test result showing a blood/alcohol concentration of .02% or higher.

### 2. ILLEGAL DRUGS

Possession, use, sale, purchase, or being under the influence of an illegal drug while at work or on Company property or on Company business is prohibited. One nonexclusive indicator of "being under the influence" of a drug is a test revealing the presence of a drug or its metabolite in an individual's system.

Employees who are arrested for off-the-job drug activity may be considered to be in violation of this policy. In deciding what action to take, management, including the Company's home office Human Resources department, will take into consideration the nature of the charges, the employee's present job assignment, the employee's record with the Company, and other factors relative to the impact of the employee's arrest upon the conduct of Company business.

### 3. LEGAL DRUGS

In some circumstances, an employee's use of a legal drug can pose a significant risk to the safety of the employee or others. The use of, or being under the influence of (as defined above), any legally obtained and properly used drug while at work or on Company property or on Company business is prohibited if such use or influence may affect the safety of ***other*** employees or members of the public. Employees are prohibited from using, or being under the influence of, drugs prescribed to others, drugs prescribed to them by licensed healthcare providers but not properly used, or nonprescription drugs not properly used per the manufacturer's instructions.

An employee who has reason to believe that the use of a legal drug may present a safety risk to others must report such drug use to the Company to determine the best manner in which to address the issue. The Company may require the employee to take a leave of absence or comply with other appropriate remedies determined by management, including the Company's home office Human Resources department, including reasonable accommodation if appropriate.



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## 4. DRUG AND ALCOHOL TESTING

### A. Pre-Employment Testing

As part of the Company's employment procedures, an applicant is required to undergo a post-offer, pre-employment drug screening test that is conducted by a laboratory designated by the Company. Any offer of employment that an applicant receives from the Company is contingent upon, among other things, satisfactory completion of this screening test. Former employees who are being rehired must submit to a pre-employment test if they have been away from the Company for over three (3) months.

### B. Reasonable Cause Testing

Subject to the State Exceptions, the Company may require a drug and alcohol screening test of an employee who the Company has reasonable cause to suspect of using or being under the influence of a drug or alcohol while at work or on Company property or on Company business. Generally, testing may be required where there is reasonable suspicion of impairment based on:

(a) Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug or alcohol (including an incident resulting in property damage and/or personal injury, in which drugs or alcohol may be a factor);
(b) A pattern of abnormal conduct or erratic behavior,
(c) Commission of a drug related crime or offense, on or off duty; or
(d) Information provided either by reliable and credible sources or independently corroborated.

### C. Post-Incident Testing

Subject to the State Exceptions, the Company may require a drug screening test of an employee who has been involved in an "incident" while at work or on Company property or on Company business where the Company has a reasonable belief that the employee may have contributed to the accident or incident. An employee who tests positive for drugs and/or alcohol pursuant to a post-incident test is subject to immediate discharge. For purposes of this policy, an "incident" could be an accidental or non-accidental event that creates or contributes to personal injury, property damage or workplace disruption.

### D. Follow-Up Testing

Subject to the State Exceptions, all employees who undergo any counseling or rehabilitation programs for illegal drug use pursuant to this Policy may be subject to unannounced drug screening tests following completion of the program for a period of up to one (1) year. Such employees shall be tested as set forth in an abeyance agreement on terms to be determined by the Company.

### E. Random Testing

Subject to the State Exceptions, the Company may require drug screening tests of an employee or a group of employees on a random or chance basis.

## 5. COLLECTION PROCEDURES AND TESTING METHODS

Drug and alcohol screening tests conducted under this policy will be conducted through the testing of employee urine or oral fluid samples, using scientifically accepted analytical methods and procedures, by an



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independent laboratory designated by the Company (where applicable, testing also may include the use of a breathalyzer test or a saliva alcohol test.) The laboratory will be approved or certified by the United States Substance Abuse and Mental Health Services Administration (SAMHSA). All specimen collections will adhere to strict chain of custody procedures. If chain of custody cannot be established, a second sample may be requested.

The collection of samples will be performed under reasonable and sanitary conditions using procedures designed to protect employee privacy and to preclude misidentification or contamination. Individuals subject to oral fluid testing shall be permitted to provide samples in a private area where they are directly observed. Individuals subject to urine testing shall be permitted to provide specimens in a private area where the individual is not directly observed. Collection site personnel of the same gender, however, may observe the individual provide a sample if Company management has reason to believe that a risk of alteration exists. This would occur, for example, if (a) a second sample is required because facts and circumstances suggest that the individual altered or tampered with the first sample (such as when the temperature of a specimen is outside the acceptable range), or (b) facts and circumstances suggest that the individual has equipment or materials capable of tampering or altering a sample.

Drug testing under this policy will include confirmation of any positive drug test results for employees using a different chemical process than was used in the initial drug screen. The confirmatory drug test will use a chromatographic technique such as gas chromatography-mass spectrometry or another comparably reliable analytical method.

Drug tests normally will be conducted or commenced during the tested employee's normal working period, and the testing will be treated as compensable work time (except pre-employment testing). The cost of any drug test required by the Company will be paid by the Company. Applicants/Employees are required to produce a valid urine specimen at the collection facility. A valid urine sample is considered to be free of adulterants or additives, and meet laboratory guidelines for specific gravity and creatinine levels and be considered acceptable for full test sensitivity. If an employee cannot provide a valid sample at the time required, the employee will be expected to remain at the testing facility or with the collection personnel for a reasonable time or until a valid sample can be provided. If, however, the Company cannot determine whether the test result is positive or negative after two tests, the Company will suspend the employee, without pay, until he/she has tested negative at an accredited laboratory designated by the Company.

Any person tested under this policy will have the opportunity, in a confidential setting, to provide information that may be relevant to the results of the test, including identification of currently or recently used prescription or nonprescription drugs or other relevant medical information. Tested individuals may obtain the written test results upon written request. In addition, employees shall have the right to retest a confirmed positive sample at the same or another approved laboratory. Confirmed positive samples will be made available to the employee, or a designated agent, during the time that the sample is required to be maintained (90 days). Employees must request release of the sample in writing specifying to which approved laboratory the sample is to be sent. Employees are responsible for all reasonable expenses for chain of custody procedures, shipping and retesting of positive samples related to the request.

## 6. SUBSTANCES

The substances for which testing may be conducted include alcohol and all substances considered unlawful under the Controlled Substances Act (21 U.S.C. § 812) or the metabolite of the substance. Employees are warned that some drugs, especially marijuana, remain in the system for extended periods. Use of such drugs, even away from the workplace, may lead to violation of this policy. Applicants and employees should also be aware that certain over the counter consumable products (i.e., hemp products), may cause a substance abuse screen to have a positive result and that the use of such products is not a medically valid reason for a positive substance abuse screen.



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## 7. REFUSAL TO PARTICIPATE IN TESTING

Any employee or prospective employee who refuses to consent to a screening test pursuant to this policy shall be subject to discipline, up to and including termination or, in the case of prospective employees, refusal to hire. "Refusal To Participate In Testing" includes an employee's failure or refusal to appear and cooperate with all testing procedures, and/or attempt to alter the specimen or the results of the testing process.

## 8. CONSEQUENCES OF VIOLATION OF POLICY

In the case of a positive test result or other violation of this policy, an employee (or applicant) shall be subject to termination of employment or refusal to hire. Because of the Company's commitment to a drug-free workplace, employees should expect termination of their employment for violations of this policy.

In the event of termination based on a violation of this policy OTHER THAN the provisions related to Pre-Employment Testing or Post-Incident Testing, the affected former employee shall be offered information on appropriate drug abuse or rehabilitation program approved by the Company. Upon proof of voluntary completion of such an approved drug abuse or rehabilitation program after a first time positive test result, the former employee shall be designated as eligible for rehire for any available positions for which the former employee is qualified.

In the event of termination based on a violation of the provisions of this policy related to Pre-Employment Testing or Post-Incident Testing, the affected former employee shall be ineligible for hire or rehire, regardless of subsequent rehabilitation.

In some circumstances, mandatory rehabilitation may be appropriate. Final determination to offer rehabilitation will be made by the property manager, with and after consultation with a senior member of the Company's Human Resources Department. If offered as an alternative to termination of employment, the employee must accept and execute the Company's Corrective Action and Rehabilitation Agreement to avoid termination. The Corrective Action and Rehabilitation Agreement will include standards for compliance, including time for enrollment, progress reports to the Company, time for completion, certification of successful completion of the program, the employee's financial responsibility for completion of the program, and provision for additional drug or alcohol testing during the program. Any breach of the Corrective Action and Rehabilitation Agreement by the employee shall be deemed a violation of this policy that will result in additional disciplinary action, up to and including termination of employment. Any drug abuse or rehabilitation program will be at the employee's expense and/or may be supplemented by the Company's medical benefits plan, if the employee is enrolled.

## 9. CONFIDENTIALITY

Information regarding tests conducted under this policy will be kept in the strictest confidence. Testing records will be kept separate from an employee's regular personnel file, and will be made available to only those with a need to know the results.

## 10. SUBSTANCE ABUSE TREATMENT OPTIONS

Because of the high level of care and concern that the Company has for its employees and their families, we will strongly suggest that an employee who finds themselves or a family member in need of treatment for a problem with substance abuse seek professional help. The Company makes available information about the availability of drug counseling, rehabilitation and employee assistance programs, available in the area. This information is available from Human Resources, and can be requested from Human Resources on a confidential, "no questions asked" basis.



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## 11. SAVINGS PROVISION/INTERPRETATION

This policy is to be administered and interpreted to comply with applicable law and fulfill the objectives of the NPS Policy. In the event of any inconsistency between this policy and any applicable law, any provision or objective of the NPS Policy, or any Guideline of the Department of Health and Human Services, this policy shall be administered and interpreted to omit the inconsistency, and applied in a manner to fulfill the requirements and objectives of applicable law and the NPS Policy.

## *CALIFORNIA AMENDMENT/SUPPLEMENT TO DRUG FREE WORKPLACE POLICY*

California employees/applicants will be subject to drug and alcohol testing in accordance with the Company's Drug Free Workplace Policy except that:

1. Only employees in safety-sensitive positions (as determined by the Company) will be subject to reasonable cause drug and alcohol testing.

2. Employees will not be subject to Post-Incident testing simply because an accident or incident has occurred (though they may still be subject to reasonable cause testing, if, in the opinion of management, circumstances warrant it).

3. Employees who are not in safety sensitive positions will not be subject to random drug testing.

## *TEXAS AMENDMENT/SUPPLEMENT TO DRUG FREE WORKPLACE POLICY*

Texas employees/applicants will be subject to drug and alcohol testing in accordance with the Company's Drug Free Workplace Policy. In addition to drugs and alcohol, the Drug Free Workplace Policy also prohibits employees for using, possessing or being under the influence of inhalants.

## *DEPARTMENT OF TRANSPORTATION (DOT)-COVERED EMPLOYEES SUPPLEMENT*

Employees subject to DOT regulations will be tested as required by federal law. A separate notice regarding DOT-regulated policies will be provided to such employees including an acknowledgement of receipt of such information.



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## PERSONAL AND WORKPLACE DANGERS ASSOCIATED WITH COMMONLY ABUSED DRUGS

### MARIJUANA (POT, GRASS, WEED)

Workplace dangers include:
* Mental confusion
* Slow physical reflexes
* Forgetfulness
* Poor coordination

Personal dangers include:
* Damage to brain functions
* Damage to lungs
* Damage to reproductive system

### OPIATES (JUNK, H, HORSE)

They include heroin, morphine, codeine and demerol, among others.

Workplace dangers include:
* Workplace crime
* Poor workplace safety

Personal dangers include:
* Difficult, painful withdrawal
* Convulsions, Coma or Death

### COCAINE (COKE, SNOW, FREEBASE, CRACK, ROCK, ETC.)

Workplace dangers include:
* Impaired judgment and decision making ability
* Workplace crime . . . cocaine is expensive and addictive

Personal dangers include:
* Heart attacks
* Respiratory damage
* Mental confusion
* Seizures
* Muscle weakness
* Possible death

### AMPHETAMINES (SPEED, UPPERS)

Workplace dangers include:
* Poor judgment
* Poor coordination
* Decreased concentration

Personal dangers include:
* Tremors
* Suicidal depression
* Heart palpitations

### PCP (HALLUCINOGEN, "ANGEL DUST")

Workplace dangers include:
* Distorted thinking
* Unpredictable behavior

Personal dangers (extremely dangerous) include:
* Extreme violence
* Respiratory depression or arrest
* "Flashbacks"

### ALCOHOL

The fact that alcohol is "legal" doesn't make it any less dangerous. Alcohol is a depressant (downer).

Workplace dangers include:
* Loss of productivity
* Decrease in quality work
* Impaired reaction time
* Loss of concentration and judgment

Personal dangers include:
* Loss of memory
* Liver disease
* Blurred vision



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# EMPLOYEE RIGHTS AND RESPONSIBILITIES
## UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**

**For additional information:**
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
**WWW.WAGEHOUR.DOL.GOV**

U.S. Wage and Hour Division

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division
1420 Revised January 2009
WHD Publication

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## ACKNOWLEDGMENT
## OF RECEIPT OF EMPLOYEE HANDBOOK
## AND DRUG FREE WORKPLACE POLICY

I acknowledge that I have received a copy of the Company Seasonal Employee Handbook which outlines the Company's standards, policies, and employee responsibilities. I understand these policies apply to me, and I agree to respect and follow the directives contained in them.

I also acknowledge that I have received a copy of the Drug Free Workplace Policy (2009 version) related to my place of employment with the Company. I have read and understand the consequences of a violation of the policy and/or a positive drug or alcohol screening test, and waive any and all objections or claims based on a lawful application of the policy to my employment.

I understand that at any time without notice and at its sole discretion, the Company may amend these standards, policies, and employee responsibilities, and that such changes may supersede, modify or eliminate any or all of the standards, policies, and employee responsibilities summarized in this Handbook. I understand and agree that I shall be bound by such changes.

I understand that nothing in any written materials and any statements or actions by the Company shall be construed or intended to create or constitute an employment contract between the Company and myself. I understand that my employment relationship with the Company is at will. This means that my employment is not for any definite period of time, and may be terminated by the Company or me at any time with or without notice, and for any reason or no reason at all.

By signing below, I acknowledge that I have received a copy of the Handbook and that I am expected to read, understand and fully comply with the provisions contained in it. I also understand the at will relationship of my employment.

_____ _____
Employee's Signature Date

_____
Employee's Name (Printed)

_____
Last four digits of Social Security Number

This Handbook shall remain the property of the Company and shall be returned at the time of separation from any Resorts company.

Sign both copies of this Acknowledgment. Return the signed loose copy to your supervisor or human resource representative.

## SEASONAL EMPLOYEE

Rev. 4.16.09

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FOREVER RESORTS

# SEASONAL Employee Handbook

Rev. 4.16.09

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# MARKETING AND ADVERTISING PLAN

In order to accomplish the sales goals of State of California Department of Parks and Recreation, Lake Oroville Marina L.L.C is providing a "best in class" Marketing and Advertising Plan, combining strategic effectiveness with financial leverage. Forever Resorts, L.L.C. has a high level of expertise in developing and executing marketing plans and, in fact, is currently doing so for this concession operation. Details of the current marketing plan for Lake Oroville Marina L.L.C follow. Naturally, the plan will be modified and enhanced, over coming months and years, to reflect expansion and improvements to the operation, and in response to changing market conditions.

Goals

Every property managed by Forever Resorts, L.L.C. pursues the following general marketing goals:

- Increase Sales
- Increase Rates
- Improve Profit Margins
- Improve Services

A number of marketing strategies are pursued in order to accomplish these goals.

## Marketing Strategies

The following is a brief description of the marketing strategies currently being implemented by Forever Resorts, L.L.C. in support of the concession. Additional detail is provided under section 3. Marketing Methods and Processes:

- **Market Research** - Both marketing messages and day-to-day property operating processes are driven through knowledge of who our customers are, what they consider to be "Magical" about their vacation experiences, what their most important expectations are, and what it will take to exceed those expectations. To gain this knowledge we conduct extensive market research among our guests.
- **Financially Leveraged Marketing Investments** - In Northern California, successful marketing of vacation and recreational products and activities must be highly leveraged as a result of three factors:
  - The vacation and leisure markets are extremely competitive
  - Advertising media costs are very high compared to national norms
  - Marina and boat rental operations tend to be relatively small businesses with concurrently small marketing budgets

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The combination of these three factors results in a situation in which a small marketing budget must produce a large marketing presence if it is to be competitive. Put another way, every dollar invested in marketing the Lake Oroville/Lime Saddle Marina must be leveraged to produce the equivalent of $4.00 to $5.00 in advertising and promotional impacts. The concession must build and maintain a "big" media and promotional presence in the geographic areas from which business comes (primarily Northern California).

Forever Resorts, L.L.C. has developed a number of unique approaches to producing this extent of financial marketing leverage on behalf of each of the properties that it manages.

### Integration of Market Research with Customer Satisfaction Training

Forever Resorts Customer Satisfaction Training is integrated with Marketing Training to acquaint our property staff with what guests tell us (via market research) is magical in their experiences at our destination properties. Having this knowledge better prepares team members to help guests enjoy magical experiences, and to remove the barriers that interfere with those experiences. This combined approach to customer satisfaction training is unique to our industry and assures that team members understand why our marketing messages make the promises that they make . . . and what their personal responsibility is to make sure that we are "walking our talk" in the day-to-day operations at every Forever Resorts, L.L.C. property.

### Understanding Our Competitive Set

**Direct Competition** - There is a wide variety of competitive houseboat, small boat, and related marina operations in Northern California. The competitive set consists of Lake Shasta, Trinity Lake, Lake Berryessa, the Sacramento Delta, Lake Oroville, Don Pedro Lake, Lake McClure, New Melones Lake, and others.

However, rather than being "competitors" in the traditional sense of the word, all of these operations are, in fact, more allies in serving an infant recreation and vacation category (e.g. boating and house boating). The common challenge faced by all of these operations is making vacationers aware of lake-related recreation alternatives, and winning them away from other categories of active outdoor vacations.

**Competition from Other Vacation Alternatives** - While the Bidwell Canyon Marina concession faces some competition from other marina operations, the property's primary competitive challenge rests in winning new (current non-boater/house boater) customers away from other categories of active vacations.

According to a 2002 survey conducted by the Travel Industry Association of America, the most popular vacation travel activities include:

| | |
|---|---|
| Shopping | 34% |
| Outdoor activities | 17% |
| Visiting museums and/or historic sites | 14% |
| Beaches | 11% |

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| | |
|---|---|
| Cultural events and/or festivals | 10% |
| National and/or state parks | 10% |
| Theme/amusement parks | 9% |
| Gambling | 8% |
| Nightlife and/or dancing | 8% |
| Sports events | 6% |
| Golf/tennis and/or skiing | 3% |

The greatest competitive challenge centers on bringing a new generation of vacationers and recreation-seekers to the magical experiences offered by America's National and State Parks and recreation areas and to water-based recreation as magical vacation and getaway experiences.

Given this challenge, the Lake Oroville Marina L.L.C concession requires a marketing "voice" sufficiently strong (and well-funded) so as to reach and influence a large segment of the outdoor vacationing public in Northern California. Through sharing marketing resources with all of the Forever Resorts, L.L.C. marina operations (particularly the five in Northern California), this concession has access to an extensive inventory of advertising, promotions, special events and shows, public relations activities, websites, media and promotional partnerships, and collateral materials that will make it extremely competitive.

## Marketing Budget

The Lake Oroville Marina L.L.C Concession is one of twelve marina/boat rental operations managed by Forever Resorts, L.L.C., therefore most of the marketing investments required to competitively market the operation can be shared. The following table illustrates how this sharing of expenses leverages marketing impacts for each of the properties involved.

Leveraging the Bidwell Canyon Marina Concession Marketing Budget-2010

| | |
|---|---|
| Total Budget 2010 Revenue | 3,500,000. |
| Total 2010 Marketing Budget up to | 140000 |

2010 Marketing as % of Revenue up to 4.0%

| Shared Market Programs | Total Program Budget | Est. Total Program Expense |
|---|---|---|
| Northern Ca. Advertising & Promotions | $110000 | $280000 |
| National Houseboat | $10000 | $70000 |
| Collateral Materials | $12000 | $175000 |
| Local Events | $2000 | |

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| | | | |
|---|---|---|---|
| Website Promotions (pay per clicks) | $6000 | | $166000 |
| Reservations Database Systems | | No Direct Cost | |
| Totals | $140000 | | $690000 |

Sharing marketing expenses with a "family" of eleven additional marina operations including another sister operation on Lake Oroville greatly enhances the impact of the marketing which impacts Lake Oroville Marina L.L.C marketing outreach.

## Marketing Methods & Processes

In order to execute the marketing strategies set forth in the Lake Oroville Marina L.L.C Marketing Plan, the following methods and processes have been initiated:

### Market Research

During November 2008, Forever Resorts, L.L.C. house boating customers received a research questionnaire asking them to describe and share their recent house boating experience and if they had an experience during their houseboat vacation that stood out from other vacations.

As a result of this research, marketing communications on behalf of every Forever Resorts Marina and boat rental operation emphasize that house boating is an experience that takes one away from the frustrations of everyday life. A houseboat vacation provides an escape to a place where: alarm clocks are sunrises, traffic comes with a friendly wave, lines catch fish and having to wait is a good thing, it's never too late for a midnight swim under the sky lights nature intended, and nobody has to agree on one activity because there is something for everyone to do.

The result of promising house boating experiences that Forever Resorts customers tell us they actually encounter, and then focusing Customer Service Training on expanding on those promises, produced a repeat rate of +50% among Forever Resorts house boaters.

### Direct Sales

Through our direct selling efforts directed toward third-party resellers, (e.g. travel agents, tour operators and online booking agents) we work to increase sales during lower demand periods. Lake Oroville Marina L.L.C direct sales program is conducted under the Forever Resorts Brand umbrella through contracting third-party resellers (such as travel agents and online marketing services).

One national third-party reseller that Forever Resorts, L.L.C. has partnered with is COSTCO World Travel, a division of COSTCO Wholesale Corporation. COSTCO World Travel sells Lake Oroville Marina L.L.C and its boat rental products (as well as all of the Forever Resorts, L.L.C. marina properties) to its 40 million members in more than 400 warehouses nationwide and on the COSTCO brand website.

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### Collateral Materials

Lake Oroville Marina L.L.C, L.L.C participates in a system of Forever Resorts, L.L.C. branded brochures and rate cards that provide essential information and rates and also promote preservation and protection of the special natural environments that the visitor will be enjoying.

The Forever Resorts Marketing Department works closely with Lake Oroville Marina L.L.C as well as with all of the houseboat properties, to prepare and publish consumer-friendly operating manuals and videos. These materials are revised frequently and cover the wide variety of operating, safety and environmental topics that house boaters need to be acquainted with.

### S.W.O.T. Analysis of Lake Oroville Marina L.L.C Business

A key starting point for developing this marketing plan is recognizing the current Strengths, Weakness, Opportunities, and Threats of Bidwell Canyon Marina. These must be watched by both operational and marketing for planning in order to assure that we: 1) Fulfill our commitment to our partners, (State of California Parks and Recreation Department); 2) Provide increasingly exceptional guest experiences; and 3) Generate increasingly positive financial results. Based on our experience in operating similar properties, we anticipate this analysis for the subject property will approximate the following (we will modify this information based on actual analysis to be completed upon initiation of property management).

Building upon the preceding research findings, Forever Resorts Marketing Department staff and the operations staff at every marina property (including Bidwell Canyon Marina) assess the Strengths, Weaknesses, Opportunities, and Threats confronting each property on an annual basis. Through each property's Marketing and Operating Plans, Strengths are taken advantage of, Weaknesses are mitigated, Opportunities are capitalized upon, and Threats are contained (each to the greatest extent possible).

The current S.W.O.T. Analysis for Bidwell Canyon Marina is highlighted in the table on the following page.

### Bidwell Canyon Marina - Strengths, Weaknesses, Opportunities, & Threats Websites

During 2005 and again in 2009, all of the Forever Resorts, L.L.C. websites (including Lake Oroville Marina L.L.C) were redesigned using Cold Fusion and the latest standards in HTML used on the web today. The Cold Fusion environment allows programmers to add, change, and update designs and functionality quickly. It provides content editing functions that make frequent updating fast and easy. That, in turn, keeps the website extremely competitive as both an information resource and a competitive marketing tool.

Because content is the most important component of any consumer information and marketing web site, Forever Resorts, L.L.C. continues to invest hundreds of hours and thousands of dollars every month to keep every web page informative, accurate, appealing, and fresh in order to deliver what prospective Park and Recreation Area visitors and our customers are seeking.

Lake Oroville Marina L.L.C web site content will be managed quickly and easily through the content management software customized for Forever Resorts, L.L.C. The content manager is a secure, user-updatable interface that allows Forever Resorts' marketing staff the ability to up-date, add-to and maintain select content on any desired page

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in the website. The web site architecture offers site users a seamless online experience, from "discovery" via a search engine or direct entrance via the ForeverHouseboats.com URL, through information gathering and discovery, to complete online booking services. The customer can examine live-time inventory and complete a reservation in one simple, easy process.

Forever Resorts, L.L.C. has also made a long-term, sustaining commitment to search engine optimization for every page of our websites. The objective of this commitment is to increase the natural (organic) search position of every page with major search engines. The Bidwell Canyon Marina web site will be optimized and continues to be monitored to strive for the top position in key word search engine searches.

A key element of the optimization process is continually striving to link our sites from as many relevant external links as possible. Doing so is critical to gaining higher positions on search engine rankings. Having relevant and prominent links to the site gets the site noticed by the larger search engines (Google, Yahoo, AOL, etc.) and ultimately raises the site's importance within their list, resulting in higher search engine placement within their database.

In addition to the sustaining organic search engine optimization, we conduct keyword search media campaigns, which are strictly consumer-driven, on the major search engines to bring web traffic to the site.

To assess and continuously improve results from these efforts, Forever Resorts, L.L.C. uses SearchView and TrafficView reports, provided by our web vendor, to track current web statistics for every property. SearchView reports provide detail on the Lake Oroville/Lime Saddle Marina web site ranking with individual search engines based on targeted key words (search terms). Search View is an automated analysis of the rankings.

TrafficView reports the number of actual website visitors to an individual site, the top referrers to a site (where the visitors come from), and the top search terms used to find the site. These reporting tools are accessible to Forever Resorts' marketing staff via the content manager, 24 hours a day, 7 days a week. The reports provide valuable daily, monthly, and yearly statistics to better track site performance.

**Central Reservations and Database System**

Forever Resorts provides central reservations functions for houseboats and small boats at all marina operations. This centralized reservations system is accessed through (1-800) 255-5561 and staffed by trained personnel at the Forever Resorts, L.L.C. corporate headquarters 7 days a week during business hours.

A customized web based reservations system developed specifically for Forever Resorts; L.L.C. allows houseboat customers the availability to make their vacation plans on the Internet 24 hours a day, 7 days a week.

The database system allows Forever Resorts, L.L.C. the capability to maximize the ways it can stay in personal contact with their clients via mail, e-mail, telephone, and provides a way to better meet the clients' needs.

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### Compliance with State Marketing and Advertising Programs

Consistent with the anticipated terms of the concession contract, Forever Resorts, L.L.C. acknowledges that no marketing or advertising matter will be released to public use prior to obtaining written consent of the State of California. All marketing and advertising materials, including logos, trademarks and any and all intellectual property identifying or implicating the State will be submitted to the state for approval.

Forever Resorts, L.L.C. also recognizes and acknowledges the State of California has an established advertising and marketing program designed to promote additional revenue for the state and to deliver a consistent and positive image to the public. We look forward to cooperating in this program through honoring all graphic and other standards, licenses, and other agreements entered into by the Department of Parks and Recreation pertinent to such programs.

## MARKET POSITIONING STATEMENT

Effective marketing for this property will require guest-perceived memorable experience to be communicated in words and pictures.

Marketing communications for Forever Resorts, L.L.C. properties are based on:

- Sharing in the fascination with the area and its scenic beauty.
- Escaping from the pressure of everyday life.
- Reconnecting with themselves, their families and friends, with nature and the beauty of Lake Oroville.
- Experiencing adventures and having fun.

## MARKETING SEGMENT TARGETS

Primary geographic target markets will include the Sacramento/Chico/San Francisco and all other areas within a 100 mile radius. Subject to additional research specific to Lake Oroville, the anticipated prior target market will have household incomes exceeding $75,000 per year.

- **Local Market** - With the vast amount of individuals and businesses within the Sacramento/Chico/San Francisco area, this provides Bidwell Canyon Marina the greatest opportunities for future growth, and builds a repeat clientele.
- **Social** – The social market will encompass events centered on vacation activities, family reunions, and family organizations. The setting of the marina and its reputation makes this segment very viable.
- **Recreation** - This market will be composed of hikers, horse advocates, and boaters, with an emphasis on fishing tournaments, the natural offering of the lake and trails are excellent for developing continued potential business and awareness.

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## MARKETING STRATEGY

Concentrating on finding more new business – while encouraging repeat business the following marketing programs will be implemented.

### Forever Resorts Marketing Programs

- Utilization of existing brand campaigns to meet each property's unique advertising and promotional needs.
- Participation in brand public relations programs that generates extensive features and media coverage.
- Inclusion in the Forever Resorts, L.L.C. system of rack brochures and direct sales material.
- Adherence to a brand standard that assures best in class quality for all collateral and advertising.

### Resort Marketing Programs

- Direct Mail – utilizing the tremendous data base of the combined properties, targeting past customers, regional businesses, and third party partners.
- Focus sales calls to existing travel partners and third party alliances for other opportunities to develop relationships with their clients for the resort activities.
- Outside sales calls by the Forever Resorts Sales Managers cross selling various properties.
- Public relations visibility increased to generate awareness through high profile involvement in community area programs.
- Public relations efforts focused on local, regional or national travel publications to include stories on Lake Oroville house boating and as a travel destination for vacations.
- Trade shows to provide impact with a high number of potential clientele from recreation and outdoor shows.
- Participation in local and state travel organizations that we are members of, such as local chambers, State of California Tourism, marine industry.
- Advertising in targeted travel and lifestyle publications.
- Utilization of pay-per click campaigns on the web and email campaigns for opt-in clients of Bidwell Canyon Marina and other Forever Resorts, L.L.C. clientele.

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# COMMUNITY INVOLVEMENT PLAN

Forever Resorts is a community-based organization with properties throughout the United States. The company has outreach programs focused on water safety, environmental awareness, environmental initiatives, and responsible recreation — all of which have, over time, proven to motivate employees and inform stakeholders and vacationers about how to make a difference in their surroundings. As a Forever Resorts-managed company, Lake Oroville Marina L.L.C is able to adopt programs established by corporate staff proven to attract public volunteers at local levels. Additionally, Lake Oroville Recreation Area has benefited and will continue to benefit from the vast resources from Forever Resorts through Lake Oroville Marina L.L.C.

Outreach programs are initiated by Forever Resorts or by individual properties based on public needs or government programs that invite businesses to become involved in a needy and worthwhile cause. It is this type of partnering that has allowed Forever Resorts and its vacation and recreation operations to make positive, measurable changes in its various communities in such short periods of time. Community involvement involves public relations, partnerships, and affiliations. Information about Forever Resorts and the involvement of Lake Oroville Marina L.L.C in the community is detailed in the following section.

## Community Involvement

Lake Oroville Marina L.L.C is proud of its community involvement and will continue to grow in this area because of the long-lasting positive effects, both for our staff and the community. Thousands of people visit the Marina's each year, and through our brochures and signage, we make them aware of our efforts in recycling, green procurement, and solid waste management.

Lake Oroville Marina DBA Bidwell Canyon Marina is and will continue to be involved with the Chico, Oroville, and Paradise Chambers of Commerce, local Little League teams, Boy Scouts and Cub Scouts of America, and Elk and Moose Lodges. Lake Oroville Marina L.L.C. is involved in the TJ Memorial Toy Ride which brings together over 400 motorcycles to raise money and gifts for families in need. Bidwell Canyon Marina will be involved in similar programs.

Additionally, we are proud to sponsor Lake Oroville's Catch a Special Thrill (CAST) Event for disabled children. The CAST Event is an annual event held in September. The local bass fishing clubs, California Department of Parks and Recreation, along with other corporate sponsors, staff and volunteers host a breakfast in the morning followed by a day of fishing fun off a variety of boats. Fishing rods, tackle boxes and bait are provided along with safety equipment and lifejackets for the day. Lake Oroville Marina L.L.C. provides an easily accessible houseboat allowing wheel-chair bound children the accessibility to be involved in the event.

Lake Oroville Marina DBA Bidwell Canyon Marina and staff are involved in the above events and are always looking for additional community services and events in which to participate. We will work in partnership with the local community to ensure that Bidwell Canyon Marina remains a valuable asset for the duration of the new concession contract.

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## Public Relations

Public relations, the specialized communication process that keeps the community-at-large abreast of news and information, is based at the Forever Resorts corporate office in Scottsdale, Arizona. Forever Resorts keeps communities connected to the programs and initiatives occurring in all operations, because this type of communication is what continues to motivate the company's employees, customers, and stakeholders. An organization's reputation, profitability, and even its existence can depend on the degree to which targeted public awareness supports its goals and policies. Forever Resorts' public relations specialists serve as an advocate for its business to build and maintain positive relationships with the public and the media.

Managers of the Forever Resorts properties recognize the importance of good public relations to the success of each operation and increasingly rely on public relations to publicize and bring their message to the public's attention through articles, interviews, and special events.

In order to gain media exposure there are four ways Forever Resorts gains coverage and establish relationships with the press:

- Knowing the target media audience for each Forever Resorts location and using a writer who covers the particular industry of the property, such as lodging, restaurants, and marinas.
- Providing an angle or storyline for the property and establishing a pitch to gain media attention about the property that is unique and newsworthy.
- Picking up the phone. Forever Resorts believes most media prefer story pitches via email, and having personal contact helps build the relationship.
- Gaining publicity in the form of a news story by a reputable newspaper, magazine, or broadcast media pays long-term dividends to Forever Resorts operations. When any Forever Resorts destination is mentioned in a news story, it is easier to convince potential consumers that Forever Resorts and its operations are worth the time to visit. Media coverage of this caliber creates awareness for the operation in local, regional, and national markets.

### Press Releases

Forever Resorts' public relations department coordinates and arranges stories and special events involving the media, community, consumer, industry, and governmental partners for each of their resorts through publicity. Public relations are not only about "telling the organization's story." It understands the attitudes and concerns of consumers, employees, and various other groups who play a vital role in driving business and awareness of activities to each of the Forever Resorts properties.

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After press releases are drafted, writers, producers, and organizations in the media are contacted so the releases can be printed or broadcasted. This is called a campaign. Many radio or television special reports, newspaper stories, and magazine articles start with a press release. Sometimes, the press release pertains to Forever Resorts or the local property and its environmental efforts, its role in the community, or it pertains to the State Park or Recreation Area where the operation is located. Often, the subject is for public issue, such as the opening of facilities, protection of the environment, or building consumer awareness of activities, facilities and destination education.

Once a press release is distributed to the media, it is posted on the Forever Resorts Website and linked to not only the specified property, but also to the corporate media page www.ForeverResorts.com.

Special events or activities are publicized through press releases. The release is usually distributed to the media well in advance of the event or several months prior to the beginning of the season opening for business. When announcements for recognition or newsworthy activities take place, a press release is written and distributed to the local, regional, and industry related markets. The releases are distributed to the operation's general managers. This allows the managers to read what the media is saying about their operation. The articles and releases are kept in a library for future reference.

**Why Press Releases Are Important**

Informing the general public and special interest groups of policies, activities, and accomplishments is important to public relations through publicity and press releases. The work involves a continued awareness of public attitudes towards the destination, staying abreast of new trends, and addressing the concerns of the many groups, organizations and partners in the communities surrounding the Forever Resorts property. A press release provides an increased visibility of special events, news, and activities of the operations, and it helps support and build awareness when the release is written into a story or printed in a publication.

Having the ability to tell Forever Resorts' and Lake Oroville Marina's story about the location and its activities being offered in a unique way to attract new visitors or enlighten existing customers is always a challenge for the Public Relations Department. The existing facilities or destinations do not often change dramatically, so the public relations specialists create new ways to re-tell stories or provide new looks to existing destinations that would appeal to a broad spectrum of potential visitors.

**Media Relations**

Dealing with the press can be difficult for those who have not been properly trained or coached. In addition to professionally representing Forever Resorts and its operations to the media, the Public Relations Department provides media training to each resort property manager to make media relations easy during interviews or the occasional emergency or crisis situation.

As a part of the training, the department developed the Media Tips and Talking Points to be used as a training guideline for interviews with the media. Developing relationships with the media can assist each of the Forever Resorts operations with exposure for articles. This relationship building can also be used as an advantage for Forever Resorts to be noted as experts in the field when stories are written on other subject matters relevant to our industry or accomplishments of Forever Resorts. For instance, when a story is developed about environmentally

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sustainable business or carbon monoxide awareness, a local newspaper or magazine reporter can take advantage of Forever Resorts' expertise. In developing relationships with the media, educating the reporter about the diversity of Forever Resorts and their accomplishments are a key element. The reporter will use their knowledge and experiences with Forever Resorts when needing another angle or a quote for a story relevant to those particular issues. Even though the story may not be about Forever Resorts, using the company as a reference establishes Forever Resorts as an expert in that particular field.

### Affiliations

Affiliations are just as important to community involvement as are partnerships and public relations. Becoming affiliated with other businesses and non-profit organizations makes several small voices become one larger voice. This is especially important for the environmental movement, because awareness is key to any program's measurable success. The organizations that Forever Resorts and Lake Oroville Marina LLC are affiliated with are identified in the following table.

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| Name of Organization | Description of Affiliation |
|---|---|
| California Parks Hospitality Association | Lake Oroville Marina DBA Bidwell Canyon Marina (General Manager) is a Board Member |
| Green Hotel Association | Five of Forever Resorts' California operations are members of the Green Hotel Association |
| Green Restaurant Association | Forever Resorts restaurants are Certified Green Restaurants |
| Hospitality Administrators | Forever Resorts employees six Certified Hospitality Administrators |
| Hospitality Sales and Marketing Association | Forever Resorts is a Member |
| Integrated Waste Management Board of California | Recipient of the 2004, 2006,2007 and 2008 Waste Reduction Award Program for four California operations |
| International Marine Institute | Forever Resorts currently employees fifteen Certified Marine Managers (CMMs) and Lake Oroville Marina DBA Bidwell Canyon Marina (General Manager) is a CMM. |
| International Organization for Standardization (ISO) | Lake Oroville Marina LLC and Forever Resorts are certified to the ISO 14001:2004 standards, and the majority of all other Forever Resorts' operations are certified to 14001 standards. |
| National Park Hospitality Association | Forever Resorts is a member of the Board of Directors |
| Outdoor Writers Association of America | Forever Resorts is a Member |
| Take Pride in America | Forever Resorts in a Charter Member |
| Tourist Industry Retail Merchants Association | Forever Resorts is a Charter Member |
| Travel Industry Association of America | Forever Resorts is a Member |
| Paradise Chamber of Commerce<br>Chico Chamber of Commerce<br>Oroville Chamber of Commerce | Lake Oroville Marina L.L.C.DBA Bidwell Canyon Marina<br>Lake Oroville Marina LLC |
| Northern California Marine Association | Lake Oroville Marina LLC DBA Bidwell Canyon Marina<br>Lake Oroville Marina LLC |
| National Marine Manufacturing Association | Sun Country Marine West, L.L.C. (a Forever Resort Company)<br>Fun Country Marine Industries, Inc.(a Forever Resort Company) |
| Outdoor Writers of California | Forever Resorts in a member |
| Marina Recreation Association | Forever Resorts is a member |

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# PRODUCTS, MERCHANDISE AND SERVICES PLAN

The Lake Oroville Marina LLC Products, Merchandise and Services Plan outlines all the services and facilities that will be provided under the new concession contract. Our food and beverage services are based on using high-quality fresh ingredients including healthy options. Our services and facilities will be of the highest quality as well, and our retail items will include safety and recreational items and other merchandise that would satisfy all visitors. The three primary types of services offered by Lake Oroville Marina LLC are:

- Food and Beverage
- Retail
- Marina

## Food and Beverage

Lake Oroville Marina LLC proposes to offer food and beverage services utilizing the existing facilities presently at Bidwell Canyon Marina. In the event that negotiations for current facilities fail we will implement a food and beverage service modeled after the Forever Resorts operation at Moccasin Point Marina on Lake Don Pedro in California. The design objectives for the kitchen and dining room space will increase service capacity, bring a new era of "grab and go" foods into the dining room, and streamline service for a fast, casual dining experience. The dining room will have the atmosphere of a small café. Table and chair seating will be offered, rather than fixed booths, for maximum seating flexibility. The design of the café reflects Forever Resorts' commitment to serving a healthy meal in an attractive and contemporary setting

Preference will be given to food ingredients and items grown, raised, or produced locally. Coffee served will be USDA certified organic, bird-friendly, fair-trade, and shade grown. In an effort to reduce waste, bulk condiments will be used and provided for diners. Paper products and disposable containers will be made of post-consumer, recycled content and will be biodegradable. Food and beverage staff members will be certified ServSafe in accordance with State of California requirements.

Lake Oroville Marina LLC promotes the importance of healthy, locally, and sustainably grown, organic foods from California, and the use of sustainable practices, organic ingredients, and recycled products whenever possible. To the extent possible, Lake Oroville Marina LLC will:

- Develop a network of local farmers and ranchers dedicated to sustainable agriculture who can assure steady supplies from California.
- Conform to the definition of healthy foods as defined by the U.S. Department of Agriculture and the Food and Drug Administration in the Code of Federal Regulations, Title 9, Section 317, and Title 21, Section 101.
- Provide food products that are as pure and natural as possible without synthetic additives, pollutants, or unnecessary packaging.

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Menu options will feature popular breakfast and lunch entrees in addition to wholesome and nutritious choices, all at reasonable prices. Menu offerings include freshly prepared salads, sandwiches, snacks, and an array of beverages. Breakfast will be served from 7:30 am to 10:30 am and lunch will be served from 10:30 am to closing. A few of the items to be served for breakfast and lunch and diner are shown below:

| **Breakfast Menu Choices** | Side Items |
|---|---|
| Eggs – Cooked to order<br><br>Ham and Cheese Omelet<br>California Omelet - Mushroom, Avocado, Mozzarella Cheese<br><br>French Toast<br>Pancakes – Served with Fresh Seasonal Fruit<br>Biscuits and Gravy | Bacon<br>Bagel and cream cheese<br>Fresh Fruit - Bananas, Orange, Apples<br>Ham<br>Hash browns<br>Oatmeal<br>Seasonal fruit muffins<br>Whole wheat toast |
| **Lunch And Diner Menu Choices** | Side Items |
| *All burgers Served on a Whole Wheat Bun with Lettuce, Tomato, Onion*<br><br>Golden Great Burger – Avocado, Mozzarella Cheese<br>Saddle Cheeseburger – Applewood Smoked Bacon, Pepperjack Cheese<br>BBQ Hickory Burger – Onion Ring, Hickory BBQ Sauce, Cheddar Cheese<br>Plain Jane – Hamburger only<br><br>Greens and Things Salad – Mixed Organic Greens, Tomato, Cucumber, Onion and Choice of Dressings<br>Monterrey Chicken Caesar – Char-grilled Chicken Breast, Organic Greens, Parmesan Cheese, Croutons and fresh Caesar Dressing<br><br>BLT Sandwich – Applewood Smoked Bacon, Lettuce, Tomato<br>Grilled Ham and Cheese Sandwich<br>Grilled BBQ Chicken Sandwich<br><br>Club Wrap – Ham, Turkey, Bacon, Avocado, Lettuce, and Tomato, wrapped in a Whole Wheat Flour Tortilla<br><br>Chicken Tender Basket with French Fries | French Fries<br>Onion Rings<br>Potato Salad<br>Pasta Salad<br>Potato Chips – All Natural<br>Energy Bars |
| **Desserts** | **Beverages** |
| Ben and Jerry's Ice Cream cups<br>Brownies<br>Oatmeal Chocolate Chip Cookies | Bottled Water<br>Fountain Drinks<br>Fresh-Brewed Iced Tea<br>Coffee<br>Orange Juice<br>Cran-apple Juice |

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## Retail

Lake Oroville Marina LLC will not provide or sell items or services considered inappropriate, deemed objectionable, or denied by the State of California. Lake Oroville Marina LLC will provide the camper and boater with the following supplies:

- Camping
- Picnic
- Boating
- Fishing supplies
- Beverages
- Packaged foods
- Boating safety equipment
- Fire extinguishers

### Merchandise

Merchandise choices are made based on consumer trends, consumer needs, environmental friendliness of the product, and the interpretive value of the product. Corporate buyers seek suppliers and artisans who incorporate environmentally responsible processes and materials into their products and observe environmentally friendly packing and shipping methods. Since Lake Oroville Marina LLC is a Forever Resorts operation, it benefits from the corporate retail program and product choices.

A few examples of merchandise featured will include apparel, hats, tote bags, water toys and souvenirs. In addition, some items offered for sale will be made from recycled and reclaimed materials including picture frames, photo albums, coasters, and earrings. A few of the grocery items offered will be popular and/or healthy food choices, charcoal, small propane canisters, flash lights, and environmentally friendly cleaning products. Personal care will include soap, shampoo, aspirin, lip balm, and sunburn relief. Fishing supplies for Lake Oroville Marina LLC will include packaged rod and reel combos, bait, lures, hooks, and fishing line. Marine supplies will include fire extinguishers, personal flotation devices, flags, and basic boating supplies. Lake Oroville Marina LLC may sell beer and wine for off-premise consumption. A competent adult person at least 21 years of age shall be on the premises at all times to supervise the sale of alcoholic beverages, and every Lake Oroville Marina LLC staff member will comply with all government regulations. No other alcoholic beverages will be sold.

Quality product labeling explains the features of environmentally friendly merchandise, describes recycled or reclaimed content and encourages the protection of Earth's natural resources. Lake Oroville Marina LLC will provide these product labels on appropriate merchandise and products.

### Packing Methods

Lake Oroville Marina LLC has adopted Forever Resorts green packaging methods. The company identifies and locates

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products with minimal or recycled packaging. Vendors who pack their merchandise with as little packing material as necessary are preferred over those who use packing material in an excessive manner. Vendors who use packing material made with recycled content are also preferred. The Lake Oroville Marina LLC retail staff will reuse packing materials and shipping cartons when necessary for customer retail purchases.

**Merchandise Bags**

Forever Resorts designs and uses shopping bags composed of industrial, post-consumer recycled paper. Information is printed on the bags with soy ink. Price tags, product information tags, bookmarks, and jewelry cards are also printed on recycled paper with soy ink.

The retail philosophy for Forever Resorts is as follows:

- To EDUCATE visitors about America's national parks, state parks, historic areas, national forests, landmarks and points-of-interest and their valuable natural and cultural resources.
- To PROVIDE visitors with exceptional services for gifts and souvenirs, food and beverage items, and traveler necessities.
- To OFFER visitors a selection of unique and unusual handcrafted, regional, Native-American and American-made gifts.
- To ENHANCE every visitor's experience.

To interpret and accomplish this philosophy, Forever Resorts strives to:

A. PROMOTE American-made, American handcrafted, national park related, and regionally inspired merchandise.

B. INCREASE the visitor's awareness and appreciation of regional Native American Arts and Crafts and local Native American artisans.

C. CHANGE the visitor's possible preconceived notion that national park concession operations are "overpriced tourist traps" by offering a competitively priced, high quality shopping experience.

D. REFLECT the purpose and significance of the national park, state, and region in the merchandise presentation. Themes include, but may not be limited to recreation, ecosystems, regional geology, plants, and wildflowers.

E. EXPAND the design and development of regionally related merchandise themes and concepts specific to each national park location that promote and educate visitors.

F. PROVIDE customer service and informational signage to explain and educate, identify American-made merchandise, identify handcrafted merchandise, and encourage the protection of our natural resources.

G. PURCHASE quality merchandise that is well designed, well made, and competitively priced and display it for sale in an interpretive, theme-related, professional manner.

H. OFFER a variety of price points in every category to appeal to all visitors.

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I. LOCATE, purchase, and identify suppliers, vendors, and artisans who incorporate environmentally responsible processes and materials into their products and observe environmentally responsible packing and shipping methods.

J. HIGHLIGHT Earth conscious and environmentally responsible merchandise as well as products made from recycled or reclaimed materials.

K. DARE TO BE DIFFERENT! Try something new! Continue to learn!

## Marina

Lake Oroville Marina LLC offers a variety of different types of marina services: boat repair and towing, fuel dock, houseboat rentals, moorage, personal watercraft rentals, small boat rentals, reservations, and shuttle services. The marina services described below include detailed descriptions of products offered to visitors.

### Boat Repair and Towing

Lake Oroville Marina LLC will provide fee based boat towing services to the entire area of Lake Oroville twenty-four hours a day, seven days per week, 365 days per year. We may decline to provide services when inclement weather creates unsafe conditions as determined by the General Manager of Lake Oroville Marina LLC To evaluate the pricing structures for these services, refer to the subsection titled Prices and Pricing Policies.

### Fuel Dock

The fuel dock provides oil, unleaded fuel, sewage pump-out, and fresh-water fills for small boats, personal watercraft, and houseboats. Available fuel will be 89 octane. The fuel docks are equipped to service all sizes of vessels presently at Lake Oroville. Public restrooms are also available to visitors. The fuel dispensing nozzles are equipped with breakaway valves, which require customers and employees to manually hold the fuel handle while dispensing fuel. This prevents overfilling and reduces the risk of accidents. For more information about spill prevention and fueling procedures, refer to the Conservation and Recycling subsection.

Lake Oroville Marina will maintain a floating public restroom and sewer pump-out system. The pump-out stations will be located on the fuel dock fingers. Pump-outs are free to boaters, and only trained personnel will operate the station. For more information about spill prevention and fueling procedures, refer to the Conservation and Recycling subsection.

The fuel dock will also equipped with fresh-water hoses for filling water tanks on boats for free. The hoses are an RV grade of hose, so potable water is not contaminated due to wear and tear of the hose. An RV-grade hose withstands the effects of sunlight and does not leach chemicals into the water. The hoses will have backflow sockets to prevent water from back flowing into main water lines, which could contaminate the water system.

### Houseboat Rentals

Lake Oroville Marina LLC shall provide daily boat and equipment rentals. The houseboat fleet will include a minimum of six houseboats, and at least one of the houseboats in the fleet will meet ADA requirements for public rentals. In addition to having at least one houseboat that meets ADA requirements, all houseboats provided will be manufactured to American Boat and Yacht Council (ABYC) standards certified by the National Marine Manufacturers Association.

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### Moorage

Lake Oroville Marina will provide boat slips and mooring rentals totaling 800 Moorings. Two types of moorage are offered to boaters: buoys and floating docks. Both types of moorage use cables anchored to the shore. The anchor points are made by drilling holes that are twenty-eight inches deep, filling the holes with hydraulic cement, and inserting a large steel pin. Once the cement has cured, the anchors are attached to a 3/4 inch cable so it can be attached to a buoy or dock. Typically, two anchors are used to hold buoys and docks in place, so that if one anchor is dislodged, a backup anchor still holds position. This type of cabling and anchor system has proved to be the most reliable, to withstand Lake Oroville's fluctuating water levels and the geographic sloping of the canyon walls under the water.

Buoys are attached to long lines that vary in length. Buoys are spaced away from each other to prevent buoyed boats from colliding during inclement weather. Buoy spacing is monitored daily and adjusted as necessary. Cable systems are inspected biannually and after storms and repaired as necessary.

### Personal Watercraft Rentals

Lake Oroville Marina LLC will offer personal watercrafts for hourly and daily rental to the boating public. Personal watercraft are rented to those who are 21 years of age or older. Renters and passengers aboard personal watercraft are required to view a 5-minute safety video in addition to receiving a hands-on orientation from marina staff. Personal watercraft renters will be offered a damage waiver. The renter will have the option of declining the damage waiver, but if the renter chooses the option to pay for the damage waiver, it will cover the renter for damage or loss of rental equipment when used in compliance with the terms and conditions outlined in the rental contract.

The personal watercraft which will be available at Lake Oroville Marina LLC will include the GTI Vortex model Seadoo brand, which is manufactured by Bombardier. The GTI Seadoo features:

- Length 127.0 inches
- Width 49.0 inches
- Height 45.9 inches
- Weight 732 pounds
- Rider Capacity 1, 2 or 3
- Fuel Storage 13.0 gallons
- Engine 130 horsepower Rotax 4 stroke
- Drive Unit Seadoo Direct Drive jet pump

### Small Boat Rentals

Lake Oroville Marina LLC will rent powerboats and deck cruisers. Lake Oroville Marina LLC rents small boats selected

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by Forever Resorts, L.L.C. in order for Lake Oroville Marina LLC to receive special dealer service and pricing on its products directly from the manufacturer.

Small boat renters will be offered a damage waiver. The renter will have the option of declining the damage waiver, but if the renter chooses the option to pay for the damage waiver, it will cover the renter for damage or loss of the rental equipment when used in compliance with the terms and conditions outlined in the rental contract.

**Reservations**

A central reservations and database system is used by Lake Oroville Marina LLC for houseboat and small boat reservations. The reservations and database system are provided by Forever Resorts, L.L.C. and are tailored for each of the Forever Resorts' operations.

Every advertisement, press release, direct-mail, and "e-blast" campaign, event houseboat appearance, or promotional campaign drives the public to the Forever Resorts central reservations system, and/or website and occasionally the public is directed to Lake Oroville Marina LLC. The public has access to five gateways to the reservation system. They are:

- The Internet--A website, ForeverHouseboats.com, is available 24 hours a day, 7 days a week, allowing customers virtual access to rental information and the ability to reserve boats on-line
- A toll-free reservations number, 800-255-5561, which is managed by a staff of reservationists at the corporate office in Scottsdale, Arizona
- E-mail correspondence
- Walk-in access to Lake Oroville Marina

The majority of reservations are processed by the centralized reservations department, available to the public via direct toll-free service, fax, and e-mail between 6:00 am and 7:00 pm, mountain standard time during the business week of Monday through Friday. On Saturday and Sunday, the department is available 8:00 am to 5:00 pm.

Houseboat and small boat reservations can be made day or night, 365 days of the year on the Forever Resorts Website, at www.ForeverHouseboats.com. This online reservations system allows guests to easily secure their vacations in a matter of minutes. Guests can determine which boats are available at any given marina for their desired dates and can quickly and easily reserve a boat of choice. Upon making a reservation, customers immediately receive a confirmation via e-mail. The picture below shows the reservations page customers see when they make a reservation from Forever Resorts' online reservation system.

**Shuttle**

Lake Oroville Marina LLC will provide two forms of shuttle service, water and land. In accordance with the Sample Concession Contract, section 6, Use of Premises, the Lake Oroville Marina LLC shuttle will serve as a transportation .nk between a designated point of the Middle Fork Feather River of Lake Oroville to Bidwell Canyon Marina at least four days per week. The water shuttle will be provided during the following periods:

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- When Lake Oroville is below 800 feet water surface elevation
- When water flow in the Middle Fork Feather River, immediately upstream from Lake Oroville, exceeds or is predicated to exceed 300 cubic feet per second
- During the months of April through July, inclusive

The shuttle will be ADA accessible and will have the means to accommodate a wheel chair by a roll-on manner. Lake Oroville Marina LLC will determine the shuttle's pick-up point, pending approval by the District Superintendent or designee. Water shuttle service is provided to moorage customers and houseboaters for free, transporting customers from their vessel moored in the outer harbor to the fuel dock and store

**Dry Storage**

Lake Oroville Marina LLC will coordinate with the District Superintendent or designee to provide dry boat storage.

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# PRICES AND PRICING POLICIES

Lake Oroville Marina LLC has developed, with the support of the expertise of Forever Resorts, L.L.C. a retail and food and beverage service for all visitors to Lake Oroville Marina LLC. Our services will include high quality products at a reasonable and affordable price based on our pricing policies which are aligned to the requirements of the State of California Department of Parks and Recreation. We will offer these retail and food and beverage services in the new 3520-square foot on-dock store, and will make these services available to the public. We will offer 16 courtesy slips near the store for private boaters to purchase provisions, and the entire main dock will be an accessible route and the store will be fully accessible for our physically handicapped visitors. In addition to the provisions and other retail items offered in our store, we will also offer fuel to private boaters at four different fingers off the main dock for quick service.

Forever Resorts is very familiar with successful merchandising as demonstrated in over 40 resort properties they manage in the United States. As part of this service we will be offering focused array of products for boaters, campers, and fishermen of the area, including safety items and boat repair parts. Our store will include interpretative information, including hand-tags on most items.

Pricing and pricing policies are companion elements of our successful merchandising program, and includes not only retail, but food and beverage offerings as well as fuel. This section of our proposal specifically addresses the policies that we will use to establish prices for food, beverages, products and services. Our policies will clearly show the relationship of pricing to product quality and portions. Through these polices we will ensure that all visitors will be provided with quality products at reasonable prices based on the competition and comparable markets for similar products and services in the area. In addition, we have included in this section some sample pricing of products and services that are being proposed for Lake Oroville Marina LLC.

Since the price schedule and pricing policies relate specifically to the services offered, the schedules and policies in this section are categorized into the three primary types of services: Food and Beverage, Marina, and Retail.

## Pricing Policies

Lake Oroville Marina LLC will use a policy of comparable pricing based on similar products and services in the local area. We will use comparable markets in the local communities, to make a determination of pricing for the products and services we offer. Additionally, we will use other marina operations at similar marinas in California for comparable boat services. Above all else, our policy will be to ensure fair and reasonable pricing for all retail items, food and beverage items, and other boating services. Special discounts will be available to the public from time to time and will be announced on the Lake Oroville Marina LLC's Website at www.lakeorovillemarina.com Web site and local advertising.

## Price Schedules for Representative Samples of Products and Services

As requested, we have included in this section representative pricing on some of the items and services to be provided at Lake Oroville Marina LLC.

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## Food and Beverage

Food and beverage pricing under the new concession contract, offered in the on-dock store, will be set at comparable markets for similar items and proportions. Some of the items that will be offered in the on-dock store, and their respective pricing, is shown in the table below:

| Breakfast Items | Prices |
|---|---|
| Oatmeal | $2.25 |
| Yogurt | $1.75 |
| Hash browns | $2.95 |
| Bagel and Cream Cheese | $3.50 |
| **Lunch and Diner Items** | **Prices** |
| Golden Great Burger, with avocado, mozzarella cheese | $6.50 |
| Plain Jane Burger | $6.00 |
| Greens and Things Salads | $5.75 |
| Grilled Ham & Cheese Sandwich | $6.25 |
| Club Wrap | $5.50 |

## Fuel Dock

The fuel dock provides unleaded fuel, sewage pump-out, and fresh-water fills for small boats, personal watercraft, and houseboats. The prices shown below are proposed based on market prices and marked up according to percentages llowed on current market conditions. The current prices offered at Lake Oroville Marina LLC are shown below.

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| Fuel Dock Products | Prices |
|---|---|
| 89 Octane Fuel | Fair and reasonable based on current market conditions |
| Pump-out | Free |
| Fresh Water Fill | Free |

### Boat Repair and Towing

Prices for boat repair and towing are based on comparability studies completed by Lake Oroville Marina LLC as compared to other similar services in the area, including comparison of prices in northern California. Boat repair and towing services presently offered at Lake Oroville Marina LLC are priced as follows:

| Boat Towing and Repair Services | Prices |
|---|---|
| Battery charging service | $5.00 per battery |
| Buoy hookup service | $65.00 per hour |
| In-harbor towing service | $60.00 |
| Piloting boat to dock for service | $65 per hour |
| Marine engine maintenance | $70 per hour |
| Marine engine repair | $70 per hour |
| Water pump-out service | $65 per hour |
| Boat mechanical repair | $70 per hour, plus parts |
| Out of harbor towing service | Prices to be determined with State of California Department of Parks and Recreation |

### Moorage

Two types of moorage are offered to boaters: buoys and floating docks. Pricing for moorage at Lake Oroville Marina LLC is determined by comparability studies which have been approved by the State of California. Lake Oroville Marina LLC will continue to honor the current rates approved by the state. It is Lake Oroville's intent to have a more uniformed price structure for moorings such as a price per foot of hull. The current rates for buoy and slip rentals at Bidwell Canyon Marina are included in the table below:

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## Buoys

| | To 45' | 45' TO 55' | 55' TO 65 | 60' TO 65' | 65' TO 68' | 68' TO 73' |
|---|---|---|---|---|---|---|
| **ANNUAL** | 1870 | 1942 | 2025 | 2279 | 2457 | 2728 |
| **SEMI-ANNUAL** | 1060 | 1101 | 1148 | 1292 | 1393 | 1547 |
| **QUARTERLY** | 574 | 596 | 596 | 699 | 754 | 837 |
| **MONTHLY** | 209 | 217 | 226 | 254 | 274 | 304 |

## CONTINUOUS WALKWAYS

| | TO 55' | 55' TO 60' | 60' TO 65' | 65' TO 68' |
|---|---|---|---|---|
| **ANNUAL** | 2058 | 2310 | 2467 | 2908 |
| **SEMI-ANNUAL** | 1167 | 1310 | 1399 | 1649 |
| **QUARTERLY** | 632 | 709 | 757 | 892 |
| **MONTHLY** | 229 | 258 | 275 | 324 |

## WALKWAYS-2 OR 3 BOATS TO A SIDE

| | 50' TO 55' | 55' TO 60' | 60' TO 65' | 65' TO 70' | 70' TO 75' | 75' TO 80' | 80 TO 85' |
|---|---|---|---|---|---|---|---|
| **ANNUAL** | 3150 | 3675 | 3937 | 4200 | 4725 | 5250 | 5775 |
| **SEMI-ANNUAL** | 1786 | 2083 | 2232 | 2381 | 2679 | 2976 | 3274 |
| **QUARTERLY** | 967 | 1128 | 1208 | 1289 | 1450 | 1611 | 1772 |
| **MONTHLY** | 351 | 410 | 439 | 468 | 527 | 585 | 644 |

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## SPECIAL ANCHORAGE OR WALKWAYS

| | 2 0R 3 PER SIDE<br>85' TO 90' | ONE BOAT<br>TO 85' | ONE BOAT<br>85' TO 90' | SPECIAL<br>OVER 85' |
|---|---|---|---|---|
| **ANNUAL** | 6500 | 8925 | 9100 | 10000 |
| **SEMI-ANNUAL** | 3685 | 5060 | 5159 | 5669 |
| **QUARTERLY** | 1995 | 2739 | 2793 | 3069 |
| **MONTHLY** | 725 | 995 | 1015 | 1115 |

## COVERED SLIPS ANNUAL CONTRACT RATES

| PAYMENT SCHEDULE | 1ST OR 800 ROW<br>10' X 24' | #63 TO #83<br>12' X 30/ | 500 ROW<br>10' 9" X 24' | 600 ROW<br>12' X 24' | 700 ROW<br>9' X 20' |
|---|---|---|---|---|---|
| **ANNUAL** | 1936 | 2013 | 2013 | 2090 | 1780 |
| **SEMI-ANNUAL** | 1097 | 1141 | 1141 | 1184 | 1009 |
| **QUARTERLY** | 594 | 617 | 617 | 642 | 546 |
| **MONTHLY** | 216 | 225 | 225 | 233 | 198 |

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## OPEN SLIPS ANNUAL

| PAYMENT SCHEDULE | ALL OPEN SLIPS |
|---|---|
| ANNUAL | 1708 |
| SEMI-ANNUAL | 968 |
| QUARTERLY | 524 |
| MONTHLY | 190 |

## TEMPORARY CONTRACT RATES

| TEMPORARY CONTRACT TERMS | COVERED SLIPS | OPEN SLIPS |
|---|---|---|
| 1 NIGHT AND DAY/NIGHT | 30 | 25 |
| 1 WEEK ANY 7 CONSECUTIVE DAYS | 150 | 125 |
| 1 MONTH ANY 30 CONSECUTIVE DAYS | 350 | 300 |
| | | |

## DRY BOAT STORAGE GARAGE AND OUTSIDE STORAGE

| PAYMENT SCHEDULE | GARAGE #3 -10<br>10 X 30 | GARAGE #11 -80<br>10 X 24 | TRAILER STORAGE<br>YARD, NO BOATS TO 35' | TRAILER STORAGE<br>YARD NO BOATS OVER 35' |
|---|---|---|---|---|
| ANNUAL | 920 | 820 | 550 | 580 |
| SEMI-ANNUAL | 522 | 465 | 312 | 329 |
| QUARTERLY | 282 | 252 | 169 | 178 |
| MONTHLY | 98 | 91 | 61 | 65 |

### Houseboat Rentals

Houseboat rates are established by the Forever Resorts Sales and Marketing Department in consultation with company-wide general managers of operations which rent houseboats. Houseboat rates are approved by the Executive Vice President of Forever Resorts and the Senior Vice President of Forever Resorts. The prices are based on comparability studies that compare pricing structures from houseboat rental companies in the United States. The houseboat prices shown in the following table are proposed rates for Lake Oroville Marina LLC's 2009 season. See attached schedule for current boat rental rates.

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| HOUSEBOATS | PRICING | EARLY BOARD | TRIP CANCELATION |
|---|---|---|---|
| 56' Getaway | $509-$599 | $300 | #35.00 per day |
| 59' Deluxe | $558-$656 per Day | $400 | $39.00 per day |
| 59' XT | $679-$799 per day | $450 | $49.00 per day |
| 70' Silver Millennium | $971-$1,142 per day | $550 | $69.00 per day |

### Personal Watercraft Rentals

Personal watercraft rates are established by the Forever Resorts Sales and Marketing Department in consultation with company-wide general managers of operations which rent personal watercrafts. Personal watercraft rates are approved by the Executive Vice President of Forever Resorts and the Senior Vice President of Forever Resorts. The prices are based on comparability studies that compare pricing structures from personal watercraft rental companies in the United States. Personal watercraft rental rates are included in the small boat rental table shown below:

### Small Boat Rentals

Small boat rates are established by the Forever Resorts Sales and Marketing Department in consultation with company-wide general managers of operations which rent small boats. These rates are approved by the Executive Vice President of Forever Resorts and the Senior Vice President of Forever Resorts. The prices are based on comparability studies that compare pricing structures from small boat rental companies in the United States. The prices shown below are proposed rates for Lake Oroville Marina LLC's 2009 season.

| Small Boat Rental | Hourly | 1/2 Day | Daily | Weekly | Deposit |
|---|---|---|---|---|---|
| 19' Powerboat | $70 | $240 | $375 | $2,050 | $375 |
| 22' Patio Boat | NA | $100 | $175 | $950 | $250 |
| 26' Deck Cruiser | $60 | $195 | $325 | $1750 | $325 |
| Patio Pontoon | NA | NA | $495 | $2875 | $495 |
| PWC | $75 | $225 | 4325 | $1900 | $500 |

### Retail

Pricing for retail items is determined by the Senior Vice President of Retail using fair, reasonable, and comparable pricing guidelines for merchandise items in the retail and convenience store.

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# CONSERVATION AND RECYCLING PLAN

Lake Oroville Marina LLC, one of 40-plus other properties managed by Forever Resorts, L.L.C., participates in many collective initiatives with all Forever Resorts properties. As a result, we are able to provide exceptional environmental and health and safety program initiatives, and are especially proud of our commitment to go far beyond compliance and bring state-of-the-art tools and processes to Lake Oroville Marina to protect the environment. As mentioned in our *Interpretive Plan*, we also believe that as visitors to the Marina see our progressive initiatives and interpretive information, they will be more sensitive to the environmental needs within Lake Oroville as well as perhaps taking home new ideas and renewed interests. This *Conservation and Recycling Plan* which is presented within the *Operation Plan*, describes our approach to solid waste management, including solid waste reduction (waste minimization), re-use and recycling, and use of post-consumer recycled products. It also addresses the energy and water conservation measures and our general approach towards the conservation and protection of the environment.

## Solid Waste Management

Lake Oroville Marina LLC will be responsible for implementing a marina-wide solid waste management program. Our solid waste program will include initiatives for handling waste sent to landfills (trash), initiatives to reuse waste products, and initiatives to reduce the waste actually generated. In addition, we consider hazardous wastes and other wastes that are exempted from being considered hazardous wastes, as part of our solid waste management program. All solid waste management initiatives, described below, are part of our overall environmental management program guided by an internal management team and supported by our environmental management system based on the international standard ISO 14001.

### Environmental Management System

Before addressing the specifics of our solid waste management program, we will summarize the foundation on which this program is based. Lake Oroville Marina LLC, has implemented an environmental management system that is based on the international standard ISO 14001:2004. This environmental management system is unique among concessioners, but is a major commitment of all Forever Resorts properties. With over 40 properties providing resort experiences across the United States, Forever Resorts has ensured they implement a standard approach for environmental management systems and every one of the 40-plus resorts have been certified to meeting these stringent requirements and has received international registration. Lake Oroville Marina LLC received our registration in 2006 which will carry forward to our support under the new concession contract. As part of our environmental management system, we identify areas that we want to improve, set goals, establish specific plans to accomplish the goals, focus management attention and other resources on accomplishing the goals, and monitor progress. This concept of management allows us to carefully and efficiently use our internal resources to address areas where we want to make a change and will use this management process under the new concession contract at Lake Oroville Marina. This also allows us to address environmental issues and concerns not envisioned today with just the same commitment for change and progressive management as we would for those areas identified in our proposal.

Under our environmental management system we are equally concerned with ensuring that we are fully compliant with all environmental regulatory obligations, both Federal and State of California. We have identified what these regulations are based on the specific activities and waste streams in our current operations at Lake Oroville Marina. In addition, we have incorporated a series of consensus standards such as the National Fire Protection Association

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(NFPA), International Fire Codes (IFC) and others as requirements that we are incorporating into our operations with equal commitment. We will include all environmental requirements from our new contract with the State of California as well to ensure that all such commitments are identified and addressed by our environmental management system team and reflected in our operations across all operational and physical locations at Lake Oroville Marina under our management.

As part of the Forever Resorts management support under a program called Forever Earth (environmental) and Forever Safety (safety), they have developed a series of environmental and health and safety plans that are based on specific regulations and consensus standards. These plans will be adapted for our operation and implemented across all areas under the new concession contract. A summary of these plans is included at the end of this *Conservation and Recycling Plan*. In addition, through the Forever Earth Program, trained specialists will assist our operation in all areas of environmental compliance and sustainable initiatives. This includes periodic environmental compliance audits to determine how well we are fulfilling our obligations, and conformance audits to constantly monitor the effectiveness of our environmental management system.

As we address the specifics of our solid waste management, waste conservation and recycling, we would like to emphasize that all of these initiatives are founded on our commitment to continual improvement associated with our environmental management system. Our commitment is to ensure we are in compliance with all obligations, but we go beyond compliance and continually move to more sustainable operations in partnership with the California Department of Parks and Recreation, with the support of Forever Resorts and the Forever Earth Program.

**Solid Waste Management (Trash)**

Our solid waste management program will ensure that all solid waste (trash) is efficiently collected and disposed of in a local landfill without impacting the environment of Lake Oroville and Lake Oroville Marina, and affecting the experiences of visitors to the Marina. Our program includes strategically positioned collection containers, litter control, and waste collection and disposal. Our collection containers will typically be 30-gallon units with disposable liners. Each collection container will have a lid that can securely close the container when not in use to minimize litter and avoid attracting varmints. We will establish specific responsibilities for our staff to monitor these collection containers to remove the liner for transfer to the central collection point. A new liner will be placed in the container. Periodically all containers will be rinsed out to keep odors to a minimum. Our containers will be painted to match the area where they are located to keep them from being a distraction, but still easy to locate and use. All trash containers will be marked with an international symbol for their purpose.

We will position trash collection containers on every houseboat we rent along with replacement liners and we will provide a place to store the filled liners until they return to the dock, thus avoiding waste being discarded into Lake Oroville. Along with signage, we will include literature placed on each boat, instructing the houseboat operators to collect (and recycle) all trash and to properly manage their waste to reduce and eliminate impacts to Lake Oroville. When every houseboat returns to the dock at the end of their rental period, our housekeeping staff will remove the waste and transfers it into a central collection container (dumpster) for pickup by a service provider.

We will arrange with a local solid waste collection service provider to remove all solid waste from the central collection point(s) frequently to prevent overflow of dumpsters, minimize odors, and eliminate the attraction for rodents. The central collection dumpsters will either be located in areas not frequented by visitors or be visually screened, and all trash pickup will be completed during daylight hours. Our environmental recordkeeping custodian will maintain a detailed record of all solid waste removed from the area, including date of removal, volume, service provider and

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destination. We will confirm that the service provider has all appropriate and required federal and State of California credentials necessary to perform these tasks. This information will be documented and retained by our recordkeeping custodian.

**Solid Waste Management (Sewage)**

Lake Oroville Marina LLC will, as described in our *Facility Plan*, provide a sewage pumpout station on the dock that is available to the public and for our use in managing our houseboat fleet. Sewage is considered a solid waste by the U.S. Environmental Protection Agency and is exempt from being managed as a hazardous waste. We manage this waste stream very carefully because of the obvious health and environmental concerns to the Marina, our employees, and visitors. Our pumpout station meets all Federal and State of California regulations and is carefully monitored by our staff at all times. The sewage pumpout is available to all boaters who come to the Marina. We will provide instructions on the safe use of the pumpout system through signs and other materials. In addition, we will have staff generally in the area to respond to questions and assistance if needed.

Our support staff will use the pumpout station after each houseboat is returned to the dock at the end of the rental period. Every houseboat is equipped with internal sewage holding tanks adequately sized for the longest rental period to avoid overflowing and possible release into Lake Oroville. We limit the number of people on the houseboat to no more than 12 as prescribed by the U.S. Coast Guard to further reduce the impact of sewage overflows and possible human waste being deposited on the shorelines of Lake Oroville.

ll sewage from the pumpout station is routed to a lift station and then routed to a local treatment and disposal system. Under the new concession contract, we will manage the sewage handling system to the point where our responsibilities end. We will ensure that the staff responsible for the repair and operating the sewage pumpout and transfer process are properly trained and equipped, and that we conduct periodic inspections and document information as prescribed in our associated plans.

**Solid Waste Management (Universal Waste)**

Another element of solid waste are items specifically identified by the U.S. Environmental Protection Agency called Universal Waste. These waste items include rechargeable batteries (e.g., nickel-cadmium, lead-acid), mercury-containing lamps (e.g., older fluorescent lamps), mercury-containing equipment (e.g., computers, monitors), and mercury-containing thermostats, and even aerosol containers. Forever Resorts has developed a *Universal Waste Management Pla*n for all properties and we will implement such a plan after contract award. This Plan will provide the guidance necessary for us to fully and completely respond to all regulatory requirements, which includes providing collection centers, marking waste items, transporting these items, and selecting proper destination facilities for disposal. We will ensure that all universal waste is properly handled and ultimately transferred to a designated destination facility for disposal, and all of our staff are trained as necessary to comply with our regulatory obligations and for the safe management of these wastes. Our environmental recordkeeping custodian will collect information on every transfer, including type and number (or volume or weight) of items, how it was transported, and the destination facility. In addition, we will verify all destination facilities to ensure they are qualified to accept this waste and handle it as prescribed by applicable regulations. This information will be documented by our recordkeeping custodian.

.s part of our sustainability practices, we will collect the rechargeable batteries (e.g., camera batteries) from visitors to the Marina so they can be handled properly and avoid them being discarded in the trash. We will provide information in areas where visitors may be inclined to replace or discard batteries. In addition, all lead-acid batteries removed from all

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Lake Oroville Marina LLC boats or from our repair facility, will be treated as universal waste and will be returned to the supplier of lead-acid batteries as allowed under the regulatory provisions. We will manage all spent fluorescent lamps (from our facilities or houseboats) as universal waste even though we have an initiative to use only low-mercury lamps. All used electronic equipment will be managed as universal waste and will not be discarded in the trash; however, if the equipment may still be usable, we will first try to transfer the equipment to a location where it would be used. Regarding aerosol containers, we have other waste reduction initiatives that will minimize their use across our operations, thus reducing or eliminating this as a source of waste. We have a policy that we will not accept universal waste from any outside organization or household that is not part of the Lake Oroville Marina LLC operation.

**Solid Waste Management (Exempted Waste)**

There are several other sources of exempted waste other than universal waste. All used oil removed from our boat engines will be managed as prescribed by Federal and State of California regulations. All containers will be properly labeled and we will have a service provider pick up our used oil for recycling, either for re-refined oil or to recover the energy content of the used oil. Should it be appropriate for us to transport our used oil, our staff will do it in total quantities of 55 gallons or less in a company-owned vehicle. We will not accept used oil from other companies or private individuals. Our recordkeeping custodian will document all used oil taken off-site, the date of the transfers, quantities, and the destination.

Used oil filters are another exempted waste that may otherwise be a hazardous waste. We will manage all used oil filters as prescribed by Federal and State of California regulations, including puncturing every used oil filter and hot draining them for 24 hours. As a sustainability measure, we will collect properly drained used oil filters for recycling as scrap metal. We will not accept used oil filters from other companies or private individuals. Our recordkeeping custodian will document all used oil filters taken off-site, the date of the transfers, quantities, and the destination.

Another exempted solid waste are refrigerants used in our air conditioning systems, freezers, and coolers, in our onshore buildings as well as those within our houseboats. We will use a qualified and licensed service provider to do all servicing of these systems, and all refrigerants removed will be handled as prescribed by Federal and State of California regulations. We will develop and maintain a list of all equipment that contains refrigerants, and the type and quantity of refrigerant. Working with our service provider, we will document how much refrigerant is added to every system so we can determine if there may be a leak that needs to be addressed to avoid releasing an Ozone Depleting-Substance (ODS). Our recordkeeping custodian will document all used refrigerants taken off-site, the date of the transfers, quantities, and the service provider.

**Solid Waste Management (Hazardous Waste)**

Lake Oroville Marina LLC is committed to the reduction in generating of hazardous waste from all operations across the marina. We have implemented a *Hazardous Waste Management Plan* to specifically identify how this waste will be managed, transported, and disposed at specific disposal facilities. While our goal is zero hazardous waste, we generate hazardous waste that cannot be avoided, and thus we must be fully prepared. Every hazardous waste collection point will be properly marked and managed with restricted access. We will record all hazardous waste generated and will document how much hazardous waste is on site at any one time. Our commitment is to either be a non-hazardous waste generating facility, or at worst case, a Conditionally Exempt Small Quantity Generator, and we will have the documentation to confirm our status. We will send our hazardous waste to a properly certified and licensed disposal facility, and will use only licensed transporters. We will not accept hazardous waste from other companies or private individuals. Our recordkeeping custodian will document all hazardous waste taken off-site, the

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date of the transfers, quantities, and the destination. We will manage all hazardous waste manifests as prescribed by regulations and will submit all exemption reports to the State of California when needed.

### Solid Waste Management (Litter Control)

As part of our solid waste management, Lake Oroville Marina LLC will implement and maintain a litter control program. Our staff will be trained to monitor all areas for litter and we will immediately pick it up when litter is sited. All litter will be placed in the nearest solid waste (trash) collection container.

### Solid Waste Reduction

Lake Oroville Marina LLC has extensive experience in reducing the generation of solid waste. We use the principles of pollution prevention to reduce or eliminate waste before it is generated, using the principles of source reduction, namely, improved housekeeping, product substitution, and process changes. The following are some of the initiatives that we have used at Lake Oroville Marina and will expand after contract award:

- Implementing an inventory management system to eliminate product off-spec waste by storing products as prescribed by the manufacturer and eliminate product shelf waste by retaining products only in quantities sufficient for specific tasks
- Coordinating with our suppliers to reduce the packaging of products we purchase and to maximize the reuse of packaging to ship products to our facility
- Eliminating the use of disposable cups and food service items in our support operations, thus reducing waste
- Using emails and bulletin boards for general communication within our support operations and reducing the use of printed memorandums, thus reducing waste
- Buying products in bulk to reduce packaging waste and lost product
- Using multi-task alternatives to single task products to reduce packaging wastes and lost product
- Eliminating the use of aerosol containers to reduce waste and lost products, thus reducing generating universal waste
- Substituting cloth wipers in place of paper towels for cleanup tasks
- Using reusable oil filters (where available) to eliminate the need to dispose of used oil filters
- Avoiding maintenance on our boats while they are in the water, and using only latex and approved paints and coatings that will not generate excessive wastes and will not impact water quality
- Outsourcing all vehicle maintenance to avoid generating wastes

All Forever Resorts properties belong to a Green Purchasing Program where we have developed a definition for ıazardous products" and will use this definition to screen all products we purchase. Our definition will help us avoid purchasing products that contain chemical constituents that are regulated by the U.S. Department of Labor (Occupational Safety and Health Administration) and constituents regulated by the U.S. Environmental Protection

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Agency if it were to become a waste. Further, we will avoid products with certain physical characteristics such as a flashpoint that is 140 degrees Fahrenheit or below, and a pH value that is less than 2.5 or greater than 12. Through this process we will reduce the generation of hazardous waste in all areas of our operation. The Green Purchasing Program also contains thousands of pre-screened products that meet these criteria to help us select acceptable alternatives. There are a few cases where we cannot avoid purchasing products that do not meet this criteria, but these will be situations where an alternative is not available (e.g., gasoline). Only products that have been pre-approved by the General Manager will be purchased without special approval.

As part of our environmental management system, we are constantly evaluating new initiatives that will reduce waste before it is generated. Whenever and wherever we can identify new initiatives they will be implemented without hesitation. When new concepts are identified, an *Environmental Management Plan* will be developed to guide its implementation across all operational areas.

### Solid Waste Reuse

As part of the Lake Oroville Marina LLC waste reduction initiatives, we have implemented and will continue to support, the reuse of materials that would otherwise end up as a waste. The largest examples of reuse are centered on packaging. Many boxes and packing materials will be reused for outgoing shipments rather than being discarded in the trash or captured for recycling. Whenever we have product left over from a project we will search for some location that can use the remainder of the product rather than discarding it in the trash or directing it to recycling streams. The reuse alternative is to reduce through a strong waste minimization (waste reduction) program.

### Solid Waste Recycling

Recycling is a major initiative within Lake Oroville Marina LLC, and includes all waste were there are secondary markets in the local area. For example we have a recycling program for all types of paper, aluminum cans, plastic bottles, and scrap metal. To implement our recycling program we have collection containers located with our trash containers, each with a lid to avoid litter and prevent vermin access, and properly marked with internationally recognized symbols. All recycling containers use a liner that can be removed to transfer the collected recyclables to a central collection point. We will place recycle collection containers on all houseboats for use by the renters while the houseboat is on the Lake. Periodically, our staff will transfer the recyclables from the collection points to a central location where it will remain until transferred to a local drop-off point. The houseboat recycling containers will be removed every time the boat is prepared for the next renter. The containers will be rinsed out and a new liner added. The educational information aboard each houseboat will contain specific guidance on how to recycling and the advantages of recycling to protect the environment of Lake Oroville and the area.

We will arrange to transport all collected recyclables to a local recycling drop-off point. If a service provider is not available, then our staff will do the transfer. Our recordkeeping custodian will document all recycles, by type, taken off-site, the date of the transfers, quantities, and destination.

### Post-Consumer Recycled Products

One of the commitments of Lake Oroville Marina LLC under our environmental management system is to maximize the use of recycled-content products. All of the 40-plus Forever Resorts properties have a centralized initiative to identify products with the maximum possible post-consumer content. We will use these products to the maximum extent in our

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support functions and on all houseboats. For example, all paper will have at least 30% post-consumer content, and this proposal has been printed on 100% recycled-content paper. Other opportunities include: paper towels aboard all houseboats, printing all houseboat educational and instructional information on recycled-content paper and using recycled content binders. We will print our literature and rental contracts and other materials on recycled-content paper, and where possible, we will use re-refined oils (lubricants) for our boat engines. We will constantly be searching for recycled-content supplies and materials for use in our support activities as well as in our houseboats.

The use of recycled-content materials goes much further for Forever Resorts, including how the houseboats are constructed, and in some cases we may have the opportunity to use recycled-content materials for decking on our new docks. Wherever possible the interiors of the houseboats use recycled-content carpets and wall coverings and even recycled-content plastic features. These recycled-content products will be used throughout the facility wherever it is feasible.

### Water and Energy Conservation

Conservation of water and energy and other natural resources is a basic part of our pollution prevention-based initiatives. We have already implemented several initiatives within the Lake Oroville Marina facilities which conserve energy, some of these are the purchase of EnergyStar equipment, the use of motion and light sensors to control lighting systems in certain areas, the use of high-efficiency fluorescent lights. We have also switched from magnetic to electronic ballasts in our fluorescent lamp fixtures, and in some cases removed lamps to use natural lighting and still have adequate light. Our energy conservation measures extend to our boat engines as we have selected the most advanced engines available and we continue to work with boat engine manufacturer's and research organizations to push this envelope even further. Our houseboat generators are high-efficiency devices that produce the electricity needed in the most fuel-efficient way possible. We will use alternative fueled vehicles (e.g., electric carts) in the Marina area to conserve energy and protect the air quality, and we select the most efficient over-the-road vehicles possible when replacing existing vehicles. Energy conservation measures continue to be more readily available and cost effective, and through our environmental management system we will be able to monitor these advances and take advantage of them after considering their applicability within the Lake Oroville Marina and their life-cycling cost analysis.

Water conservation is a companion to our energy conservation measures. We have already implemented, and will expand wherever possible, the use of low-flow water devices in our onshore facilities as well as those on our houseboats. The use of Xeriscaping wherever feasible will conserve irrigation water, and we will investigate the use of gray water for irrigation to eliminate the use of potable water in these areas. Like our energy conservation measures, we will use our environmental management system to constantly monitor new advances and methodologies that will continue to conserve water in our Lake Oroville Marina operations.

### Pest Management

Lake Oroville Marina LLC will implement a *Integrated Pest Management Plan* (one already exists) within the Lake Oroville Marina. Through this plan we will be emphasizing the use of non-chemical methods of pest control, and where necessary, use only chemicals with the lowest toxicity. By policy we will only apply pesticides, herbicides, and insecticides in all areas of Lake Oroville through licensed service providers, and only then after we provide our specification and limitations to them. We will document the use of applications of all pesticides, the dates applied, by whom and the formulation used in the application. By policy we will also regulate the use of the types of chemicals to be used and prohibit restricted products. We will insist that applications be made only by certified and trained

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specialists. We will undertake all the standard precautionary measures for protecting our employees and visitors to the Marina.

All service providers providing these services will meet our specific requirements before being engaged. Their credentials and associated licenses and certificates will be documented by our environmental recordkeeping custodian. Our contract documents will clearly define our requirements and restrictions, including our restrictions associated with bringing hazardous products into the area, removing all excess products and empty containers, providing material safety data sheets, and ensuring they use trained employees as outlined in our *Written Hazard Communication Program Plan*. Our environmental recordkeeping custodian will document this information and will document all visits and resulting application coverages.

**Hazardous Materials Management**

All Forever Resorts properties are committed to managing hazardous materials as prescribed by the U.S. Department of Labor (Occupational Safety and Health Administration) and consensus standards such as the National Fire Protection Association (NFPA) and International Fire Code (IFC). Additionally, we have implemented our *Forever Resorts Hazardous Materials Management Plan* which provides specific guidance on identifying hazardous materials and ensuring they are stored properly. Our plan concentrates on ensuring the flammable and combustible products are stored and used in a manner that protects our facilities and personnel. We ensure that incompatible products are properly stored and protected. Use of compressed gas cylinders are also covered, ensuring they are stored properly, tagged, and handled in a way to minimize accidents.

Our *Hazardous Materials Management Plan* also emphasizes the commitment to move away from these products through our Green Purchasing Program. We are especially concerned about using these types of products as any excesses and wastes will often become a hazardous waste, something that we are continually focused on reducing and eliminating.

Because some hazardous products cannot be avoided, we have developed and will maintain a *Written Hazard Communication (HazCom) Plan* for the protection of all employees. In accordance with this plan we have developed a detailed list of every hazardous product in use and in storage across all operational areas of Lake Oroville Marina. We have established and maintain a Material Safety Data Sheet (MSDS) management program to ensure that every employee has an MSDS readily available and that the safety officer has an archive of MSDSs for all past hazardous products that have been eliminated. We use the NFPA "diamond" and the HMIS labels and our supervisors ensure that every container of hazardous materials is properly marked. Lastly, we ensure that every employee of the facility has received HazCom training before they are assigned to specific work areas, with refreshers every year.

With the management of the large aboveground storage tanks of gasoline in the Marina, we have developed and will maintain a *Spill Prevention, Control, and Countermeasure (SPCC) Plan* that is fully compliant with all Federal and State of California regulations. Our plan has been reviewed by a registered Professional Engineer and certified that it meets these requirements and that all required preventive measures are in place and appropriate to the situation. Our *SPCC Plan* has been fully implemented and ensures that are prepared for all situations that we could envision where products could be released. We have employees who conduct periodic inspections of the aboveground storage tanks and all lines and supporting structures. We have employees trained to dispense fuel into boats, and have absorbent and booms readily available to respond to any envisioned situation. We have specific procedures in place for the transfer of fuel into our storage tanks by service providers to minimize accidents during this critical event. Our *SPCC Plan* will be maintained for as long as we have fuel in bulk quantities at Lake Oroville Marina.

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When hazardous materials are in use, there is a specific concern about preparedness in case of releases, whether that be petroleum products or other hazardous materials. In addition to the *SPCC Plan* mentioned above, we also have implemented and maintain an *Emergency Response Program (ERP) Plan* as prescribed by the U.S. Department of Labor. This plan specifically outlines responsibilities for responding to releases of hazardous and petroleum products in quantities greater than incidental quantities. The *Written Hazard Communication Plan* addresses releases of incidental quantities. Lastly, we have already selected and engaged an emergency responses contractor, to provide all required responses to releases of petroleum (and hazardous) products onshore or in the Lake.

At least annually, representatives of the Forever Earth Program will conduct an environmental compliance audit at Lake Oroville Marina to evaluate our performance on handling hazardous materials (and hazardous waste), identifying areas that need to be strengthened. Any compliance deficiencies will be immediately addressed through our environmental management system so they are tracked and completion is accountable to specific employees to ensure continual compliance and continual improvement.

### Air Quality

Protecting the quality of air wherever Forever Resorts properties are located is a corporate commitment and one taken extremely seriously. For example, boat operations can be one of the biggest offenders of air quality on most lakes within the United States. As a corporate initiative, we have identified and are using the most advanced boat engines possible to protect the quality of air in every marina we operate. All boats used at Lake Oroville Marina that are manufactured by our sister companies, Fun Country and Sun Country, use outboard engines that have demonstrated ir pollution reduction (over standard outboard engines) of over 90%. With several hundred of these engines in use by Forever Resorts, we have been recognized by the U.S. Environmental Protection Agency as making a major contribution to air quality improvement through the corporate membership in the National Environmental Performance Track Program. The generators used aboard each houseboat have been carefully selected and implemented to minimize exposure to carbon monoxide, thus enhancing the protection of those who rent our houseboats. All boats we use at Lake Oroville Marina will use this advanced design and together will make a positive impact in protecting the air quality throughout the lake.

### Other Applicable Facets

Lake Oroville Marina LLC is also committed to protecting our employees and visitors by specifically responding to all applicable regulations established by the U.S. Department of Labor (Occupational Safety and Health Administration) as defined under the Occupational Safety and Health Act. Forever Resorts has developed and will maintain a series of plans that specifically respond to these regulations and have reflected corporate commitments for the protection of every employee and every visitor to our resorts. Lake Oroville Marina LLC has implemented this suite of plans and will maintain them under the new concession contract. We have identified many of the plans in the information that has been included at the end of the *Conservation and Recycling Plan*. All plans are local. The Lake Oroville Marina LLC general manager is responsible for ensuring each plan is properly adopted to our local situation, and by signing the plan, has authorized the resources necessary for full implementation. Supervisors are held accountable for their implementation and the sustained protection of all employees. Our plans range from blood borne pathogen exposure potentials, to confined spaces, to welding and brazing, to first aid, and even personal protective equipment.

ne facet not specifically mentioned in the prior sections of this Plan, is the preparedness measures that should be implemented through our *Emergency Action Plan (EAP)*. We have implemented an *Emergency Action Plan* across all operational areas at Lake Oroville Marina, including employee training for evacuation of facilities, assignment of

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wardens to assist with the evacuation of buildings and docks, and alarms to alert our employees and all visitors that an emergency situation is taking place. We have defined in our plan all potential emergencies such as fires, storms, power outages, and have established response procedures for each.

Recordkeeping, as mentioned through the prior discussions, is an important element in environmental management and safety measures at Lake Oroville Marina. We have developed a process to collect all related information and document it for periodic reviews by the general manager and to provide supporting reports to the U.S Environmental Protection Agency, State of California, and to our corporate office. Our recordkeeping processes meet all requirements of our environmental management system and will be continued after the award of the new concession contract. This information also services as a baseline to measure progress of existing and new initiatives, to clearly demonstrate that progressive changes can conserve resources, reduce environmental concerns, and support expansion of commitments.

Also mentioned in a prior section is the support we receive through the Forever Earth Program. Skilled personnel are available to provide assistance to respond to specific situations, conduct compliance audits of our operations, conduct internal conformance audits of our environmental management system, and much more. Through this program we have access to a wide range of Internet-based tools to document waste streams, track compliance findings, access the Green Purchasing Program, search for pollution prevention ideas, and much more. Our environmental and health and safety programs at Lake Oroville Marina are greatly enhanced through the depth of expertise, tools and guidance from Forever Resorts. We have included a summary of some of these advantages in the materials we have included at the back of this Plan.

**Encouraging Park Visitors**

Our environmental and safety program is supported with an array of plans, and tools, and great ideas. However, it takes our employees and our guests to have a successful result, and this can only be accomplished through educational information and training. For our employees, we have developed an extensive training program (addressed in the *Employee Staffing and Training Plan* section of our proposal) that ensures direct understanding. Each training event, whether that is individually paced using our online (Internet) training modules, or in a classroom setting, is fully documented, and individuals involved in the training acknowledge they were in attendance and understand the materials. All training information is retained by our recordkeeping custodian as part of our environmental management system.

In addition, we place great emphasis on informing and educating visitors about our environmental and safety programs, and encourage them to be a partner with us to ensure their safety as well the safety of others, and to protect the environment, whether that is onshore or within Lake Oroville. We believe that the best means of communication is through example, and we will make all efforts to make our actions visible to all visitors.

Additionally, we always include educational information in our rental agreements and on our houseboats. This information is specific about what is expected of them when renting a boat and when enjoying Lake Oroville. We have developed and will distribute easy-to-read environmental facts to help everyone understand why we are committed to these practices and why they are important not only at Lake Oroville Marina and on Lake Oroville, but in the personal lives and communities wherever they may live. We have included more on this important topic in another section of our proposal.

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## Our Commitment

Lake Oroville Marina LLC is committed to the protection of the environment and the safety of our employees and all visitors to Lake Oroville Marina. We have outlined many initiatives in the prior sections of this Plan that we have done in sister Forever Resorts properties, at Lake Oroville Marina since we assumed responsibly for the Marina, and what we will do in the future. Let us be more specific regarding our future commitments. Lake Oroville Marina LLC will continue to implement the practices we have already begun at Lake Oroville Marina to protect the environment and safety of everyone. Using our environmental management system we will continue to look for new and creative ways to increase this protection and continually move our operations to more sustainable practices. We will continue to use a management system approach such as the one we are currently using based on the international standard ISO 14001, and will upgrade this management system to future release of this standard. We will make available our environmental and green purchasing and safety policies to the general public and we will be held accountable for our actions. We are committed and will implement every initiative described in this Plan to the maximum extent practical at Lake Oroville Marina, but more importantly, we are committed to continually improving our initiatives in the future — always searching for state-of-the-art technologies and methodologies, whether that is 5 years from now, or 25 years from now. We cannot even imagine today how far our commitment will take us in the next 20 years, or even 10 years. But our commitment to an environmental management system gives us the tools and management structure to not just accomplish what we can define today, but to address what the future holds for all of us, and we are committed to bring the best possible practices into play at Lake Oroville Marina.

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# LAKE OROVILLE MARINA'S ACCESSIBILITY PLAN

In response to the Request for Proposal for Bidwell Canyon Marina at Lake Oroville State Recreation Area, Lake Oroville Marina LLC, the incumbent currently providing these visitor services at Lime Saddle Marina has developed this Accessibility Plan.

## Lake Oroville Marina LLC Mission Statement

In support of the Lake Oroville Marina LLC operations with respect to accessibility, we have repeated the Department of Parks and Recreations mission statement:

*To provide for the health, inspiration and education of the people visiting* Bidwell Canyon Marina *by helping to preserve the Marina's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.*

From this mission statement, we would like to emphasize that we are committed to creating opportunities for everyone, regardless of their abilities. Lake Oroville Marina LLC will ensure that all new construction is accessible to disabled visitors in accordance with the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, and the California Government Code Sections 4450 et. seq. and 7250.

### Primary Accessibility Guideline

For purposes of this *Accessibility Plan* for Bidwell Canyon Marina, Lake Oroville Marina LLC has chosen to use the *California State Parks Accessibility Guidelines* (revised in 2005) as the primary source of information. These Guidelines are intended for use throughout California State Parks with many sections relating to the physical environment and serve as a resource for planners, designers, contractors, and maintenance staff. There are also sections that apply to programs and presentations that serve to inform rangers, interpreters, and volunteers. The Guidelines correspond to the Department's access surveys, which were revised in early 2000. The Guidelines are the primary tool provided by the California State Parks Accessibility Program to accomplish its mission of providing guidance in creating universal access to California State Parks.

### Impairments

It is important to note that this *Accessibility Plan* not only addresses physical disabilities, but other disabilities as well. Physical or mental impairments may include, but are not limited to vision, speech, and hearing impairments, emotional disturbance and mental illness, seizure disorders; mental retardation, orthopedic and neuromotor disabilities, and learning disabilities.

### Identification of Barriers to Accessibility

ne of the first objectives of the Lake Oroville Marina LLC Accessibility Plan is to identify the barriers associated with accessibilities of disabled or impaired persons. By removing or mitigating these barriers, these persons will have access to the same experiences as those without disabilities. We have identified three types of disabilities associated

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with this Plan. Physical disabilities, persons with hearing challenges, and persons with sight challenges. With these three groups in mind, we then conducted a conceptual assessment of the barriers within the areas assigned to Lake Oroville Marina LLC within Bidwell Canyon Marina. Our assessment has identified the following:

- Over 98% of the visitors to Bidwell Canyon Marina would come to the marina docks to access their personal watercraft, access the on-dock store, and/or access a houseboat parked at the dock. Thus, the potential barriers are
  - physically accessing the dock from the unloading zone at the head of the dock,
  - movement along and within the network of docks,
  - access to the on-dock store and the services within the store, and
  - accessing boats from the dock network.
- Access within rented houseboats is the second most significant area of concern for persons with disabilities.
- Access to the existing onshore office and administrative offices is a concern for persons with disabilities.
- Access to the existing boat repair facility is also a concern for persons with disabilities.

We will address each of these areas in this *Accessibility Plan*, and will discuss how these barriers will be removed in the *Facility Access Plan* later in this *Operation Plan*. This Plan does not address accessibility of the areas that are not assigned to Lake Oroville Marina LLC

### Americans with Disabilities Act (ADA) of 1990

The Americans with Disabilities Act (ADA) of 1990 provides comprehensive civil rights protections to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. Congress emphasized that the ADA seeks to dispel stereotypes and assumptions about disabilities and to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for people with disabilities. A primary goal of the ADA is the equal participation of individuals with disabilities in the mainstream of American society.

Title II of the Americans with Disabilities Act covers programs, activities, and services of public entities, including the California Department of Parks and Recreation. Under Title II, a public entity may not deny the benefits of its programs, activities or services to individuals with disabilities because its facilities are inaccessible. Title II of the ADA stipulates that public entities must identify and evaluate all programs, activities and services, and review all policies, practices, and procedures that govern administration of the entity's programs, activities, and services.

### California State Parks Accessibility Guidelines

The California State Parks Accessibility Guidelines present principles for providing accessibility in State Park settings. It is intended for practical use in the field for use in regular maintenance duties, construction projects, and to understand and review the work of outside contractors. Towards this end, the document is designed as a reference manual that can be used with flexibility to accommodate unique situations and settings.

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The Guidelines embody a compilation of accessibility standards, recommendations, and regulations for compliance with accessibility laws. California State Parks began the process of developing the California State Park Accessibility Guidelines in the late 1980s. The first edition was published as "Access to Parks Guidelines" in 1994 and subsequent revisions have incorporated more comprehensive and up-to-date material.

These Guidelines are intended for use throughout California State Parks. Many sections relate to the physical environment and serve as a resource for planners, designers, contractors, and maintenance staff. There are also sections that apply to programs and presentations which serves as a source of information for rangers, interpreters, and volunteers.

The Guidelines correspond to the Department's access surveys, which were revised in early 2000. The Guidelines are the primary tool provided by the California State Parks Accessibility Program to accomplish its mission of providing guidance in creating universal access to California State Parks.

### General Accessibility at Bidwell Canyon Marina

Natural settings are different than urban settings. The urban environment is mostly built and can be "controlled" by design, while parks are both built and nature-based. In fact, people come to parks primarily to experience nature, so in the parks, the built settings must be designed to fit into a natural environment without destroying the experience people are coming to enjoy. For this reason it is not always desirable to create settings that appear too overbuilt or over-designed.

The challenge for park designers, managers, rangers, and maintenance staff at parks, is to understand what people of all abilities need to facilitate the use of the park without compromising the qualities of the natural or cultural resource. The concept of individual choice based on the desired degree of challenge must also be addressed. For example, a trail through a redwood grove may be the desired experience. Some people want a very challenging hike through the redwoods while others just want to stroll through a beautiful natural setting. Therefore, unlike an urban pathway, the trail is not merely a means of access to a place or activity; it **is** the place and each type of experience visitors have, creates the program of that place.

Accessibility, as used in this plan, is defined as "the combination of various elements in a building or outdoor area, which allows access, circulation and full use of the building, facilities and programs by persons with disabilities." While accessibility is a defined, prescriptive set of standards and measurements that don't change in content from setting to setting, the design challenge in park settings remains—basic services and experiences need to be accessible to all people with disabilities, while maintaining the intrinsic qualities of the place.

The State of California is home to more than 266 state parks which contain the largest and most diverse collection of natural, cultural, and recreational resources of any state in the nation. The California Department of Parks and Recreation, (the Department of California State Parks) encompasses nearly 1.3 million acres, including over 280 miles of coastline and over 55% of the world's old growth redwoods. Within these parks are over 5000 facilities and structures, including many historic buildings. These parks protect and preserve an unparalleled collection of culturally and environmentally sensitive structures and habitats. These same parks provide recreational opportunities for more than 99 million visitors each year making the California State Park system the most visited state park system in the nation. The Department is constantly seeking to maintain the balance between these dual and sometimes incompatible roles. With the advent of civil rights laws for people with disabilities, the Department has been faced with an even

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greater challenge to provide access to all visitors without compromising the resources.

## Accessibility Requirements

This *Accessibility Plan* includes a series of specific requirements associated with removing barriers to accessibilities in the areas and responsibilities assigned to Lake Oroville Marina LLC and mostly centered on the new construction proposed for the new dock system and amenities offered to visitors at Bidwell Canyon Marina. These requirements include the major areas included in this section.

### Dock Accessibility

The main dock, to be considered an accessible route of travel (a general term describing a continuous, unobstructed path connecting accessible elements and spaces in a building or between exterior elements of a facility and be safe and usable by persons with disabilities, including pedestrians and visitors requiring the use of mobility devices) will use the following criteria:

- The required number of handicapped accessible boat slips (see below) will be provided, dispersed throughout the various slips that are provided
- Where boat slips are not demarcated or identified by length, each 40 feet of a boat slip edge along the perimeter of a dock will be counted as one boat slip (e.g., a dock that is 60 feet on both sides is equal to 3 boats)
- Gangways will have slopes not greater than 1:12 (8.33%)
- If gangways are longer than 80 feet, the maximum slope of 1:12 (8.33%) no longer applies
- Gangways may exceed the maximum slope 1:12 (8.33%) in a marina with less than 25 slips and the gangway is at least 30 feet long
- Transition plates may be used at the top and bottom of a gangway, but it may not have a slope that is greater than 1:20 (5.0%)
- Landings are required at the bottom of a gangway and a transition plate must be used if the gangway has a slope that is greater than 1:20 (5.0%)
- The maximum rise allowed between docks is 30 inches which does not apply if gangways are used
- Handrails are not required on gangways and landings connected to gangways and are not required on transition plates
- The desired handicapped accessible slips should be at least 60 inches wide and as long as the boat slip, and for every 120 inches of linear length along an accessible slip there must be at least 60 inches of clear opening
- Handicapped accessible slips must have clear spaces of at least 36 inches wide for a maximum length of 24 inches as long as the 36-inch wide segments are separated by segments that are 60 inches wide by 60 inches long

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| Total Slips in Facility | Minimum Accessible Slips Required |
|---|---|
| 1 - 25 | 1 |
| 26 - 50 | 2 |
| 51 - 100 | 3 |
| 101 - 150 | 4 |
| 151 - 300 | 5 |
| 301 - 400 | 6 |
| 401 - 500 | 7 |
| 501 - 600 | 8 |
| 601 - 700 | 9 |
| 701 - 800 | 10 |
| 801 - 900 | 11 |
| 901 - 1000 | 12 |
| 1001 and over | 12 plus 1 for each 100, of fraction thereof, over 1000 |

- If a dock edge is used on a handicapped accessible slip, the edge must be no more than 4 inches high and no less than 2 inches deep
- Docks with smaller dock fingers must have at least one handicapped accessible dock finger which is at least the length of the slip with the finger at least 60 inches wide
- Walking surfaces on all docks must be of non-slip surface materials
- Horizontal surfaces in walking areas on docks (joints between planks, plates, etc.) must be perpendicular and less than one-half inch (0.5 inches) wide
- Vertical joints in the surface of a dock (including gangway and transition plates and other shore connections) must be no more than one-quarter inch (0.25 inches) without alteration
- Vertical joints in the surface of a dock (including gangway and transition plates and other shore connections) that are greater then one-quarter inch (0.25 inches) but no more than one-half inch (0.5 inches) must be beveled at least 50%
- Walking surfaces on handicapped accessible docks without guard rails should be no more than 24 inches above the water

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### Routes of Travel

Routes of travel represent the primary path that a pedestrian would typically use to access a building, facility, or activity. The criteria that will be used to design routes of travel are as follows:

- A sign displaying the International Symbol of Accessibility will be used at the entrance and every major junction of an accessible route
- The slope in the direction of travel will be a maximum of 5.0%, where a slope is greater than 5.0%, a ramp will be provided
- Walkways with continuous gradients will have level areas 60 inches in length at intervals of 400 feet
- If an accessible route is less than 60 inches wide, passing spaces of at least 60 inches by 60 inches will be located at maximum intervals of 200 feet
- The slope perpendicular to the direction of travel (cross slope) will be a maximum of 2.0%
- Surface changes in elevation will be no more than one-quarter inch (0.25 inches); surface elevation changes between one-quarter inch (0.25 inches) and one-half inch (0.5 inches) will be beveled at 50%; elevation changes greater than one-half inch (0.5 inches) will be ramped
- Route widths will be at least 48 inches except where undue hardships based on existing conditions occur in which case no less than 36 inches will be allowed
- Grate openings will have spaces no greater than one-half inch (0.5 inches) wide and may be elongated provided that the long direction runs perpendicular to the primary direction of travel
- Exterior doormats will be anchored or recessed to prevent interference with wheelchair traffic

### Buildings

All new buildings will be accessible to persons with physical impairments and the following will be considered when designing or modifying buildings within Bidwell Canyon Marina:

- When only one accessible route of travel is provided, it will not pass through kitchens, storage rooms, restrooms, closets or other similar spaces except within an individual dwelling unit
- The accessible route, to the maximum extent possible, shall coincide with the route for the general public and vertical access will include an elevator, lift, or ramp
- Each room within a building dedicated to specific functions must have a clear space measuring 60 inches in diameter or a T-intersection with aisles at least 36 inches wide and 60 inches long for turning a wheelchair around, and these spaces must be clear of obstructions from the floor surface to a height of 27 inches
- There must be a clear space at least 30 inches by 48 inches (with the 48 inches measured in the direction of travel) that allows either a forward or parallel approach to building facilities or objects such as cabinets, closets, and appliances

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- Every portion of a building will provide aisles leading to an emergency exit
- Aisles serving one side must be at least 36 inches wide and aisles serving both sides must be at least 44 inches wide
- If the building occupancy is nine persons or less, the building corridors must be at least 36 inches wide
- If the building occupancy is 10 persons or more, the building corridors must be at least 44 inches wide
- If a corridor is longer than 200 feet, there must be a passing area at least every 200 feet measuring a minimum of 60 inches wide or a T-intersection a minimum of 44 inches wide for two wheelchairs to pass
- If the turn space on a 90° turn is less than 48 inches, the width of the corridor will be at least 42 inches on approach and 48 inches width in the turn
- In a corridor configured with a 180° turn, a 36-inch wide corridor may be permitted, provided the run length at the 90° turn is a minimum of 48 inches in length (a run length less than 48 inches in lengths at the 90° turn requires a 48-inch minimum turn width with a 42-inch minimum corridor width)
- Objects may not protrude into clear areas with their leading edge between 27 inches and 80 inches above the floor for more than 4 inches into the clear space
- Freestanding objects on posts or pylons may overhang 12 inches or less into clear spaces from a distance between 27 inches and 80 inches above the floor
- If the clear space is in an alcove for a side approach, which is deeper than 15 inches, there must be an extra 12 inches of clear space in addition to the standard 48 inches measurement
- If the clear space is in an alcove for a front approach, which is deeper than 24 inches, there must be an extra 6 inches of clear space width in addition to the standard 30-inch clear space measurement
- Floors of a single story must be on a common level or connected by a ramp, elevator, or access lift
- If there is less than 80 inches of clear headroom next to an accessible route, there will be a cane detectable barrier within 27 inches of the floor
- There will be a clear floor space of at least 30 inches by 48 inches in all reaches, to allow either forward or parallel approach by a person in a wheelchair
- For reaches, clear floor or ground space for wheelchairs, may be part of the knee space required under some items
- Front reachable items with a front accessible approach must be positioned between 15 inches and 48 inches from the floor with the maximum horizontal reach over an obstruction not to exceed 20 inches; a maximum reach over an obstruction of 25 inches is allowed if the maximum height of the item is 44 inches
- Side reachable items with a parallel approach in a wheelchair must be placed between 9 inches and 54 inches from the floor with the maximum horizontal reach over an obstruction not to exceed 10 inches; a maximum reach over an obstruction of 24 inches is allowed if the maximum height of the item does not exceed 46 inches

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- Floor surfaces will be stable, firm, and slip resistant
- Changes in floor levels will be less than one-quarter of an inch (0.25 inches), and if greater than one-quarter of an inch (0.25 inches), but less than one-half of an inch (0.5 inches), the higher edge must be beveled at least 50%
- If carpet is used on the floor, it must be firmly attached to the floor and have a firm pad or no pad, it must be level cut and have a maximum pile height of one-half inch (0.5 inches), and the edges must be fastened to the floor with a maximum vertical change from the floor of one-quarter of an inch (0.25 inches)
- Openings in gratings will be a maximum of one-half inch (0.5 inches) in one direction and, if elongated, the long dimension of the grating will be perpendicular to the dominant direction of travel

### Trash and Recycle Containers

Trash receptacles will be placed in locations defined in the *Conservation and Recycling Plan* presented in this proposal. The following criteria will be used where trash and recycling containers are used outside of buildings and on docks:

- Outdoor receptacles (trash and recycling) will have an opening at a height of 9 inches to 54 inches above the adjacent grade, and where necessary for health and safety reasons, animal exclusion receptacles that do not meet this guideline may be used
- Outdoor receptacles, if so equipped, will operate with a single hand manipulation requiring no more than 5 pounds of pressure
- Outdoor receptacle operating mechanisms will be a maximum of 48 inches above the adjacent grade
- There will be at least 30 inches by 48 inches of stable, firm, clear space to approach the trash receptacle, and the maximum slope of the clear space will be 2.0%, with 3% acceptable for proper drainage

### Doorways

Doorways, wherever used, will be configured to ensure accessibility with the following criteria:

- The clear opening of doorways will be no less than 32 inches with the clear width measured parallel to the threshold from the inside edge of the doorstop on the strike-side to the door edge with the door opened perpendicular to the threshold
- It the depth of the doorway opening is greater than 24 inches, there will be a minimum aisle of 36 inches
- There will be a level, clear area on both sides of the door measuring 60 inches in the direction of the door swings (swing side) and 48 inches opposite the direction of the door swing (non-swing side), measured at right angles to the plane of the door when closed, with the level clear space being as wide as the door
- For front approach on the swing side of the door there will be a minimum of 18 inches (24 inches preferred) clearance on the strike edge of the door, and 12 inches (minimum) of clearance on the strike edge

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of the door on the non-swing side if the door has a closer and latch

- For latch side approach on swing side of the door there will be a minimum of 24 inches on the strike edge of the door
- For latch side approach on non-swing side of the door there will be a minimum of 24 inches on the strike edge of the door
- For hinge side approach on swing side of the door there will be a minimum of 36 inches on the strike edge of the door
- For hinge side approach on non-swing side of the door there will be a minimum of zero inches on the strike edge of the door, but the total width will be at least 54 inches
- For recessed doors where the plane of the doorway is offset 8 inches or more from any obstruction within 18 inches measured laterally on the latch side, the door will be provided with maneuvering clearance for front approach
- Door thresholds will have a minimum height of one-half inch (0.5 inches) and any change in level between one-quarter inch (0.25 inches) and one-half inch (0.5 inches) will be beveled with a slope no greater than 50%; changes in level greater than one-half inch (0.5 inches) will be accomplished by means of a ramp
- Door hand-activated hardware will be centered between 30 inches and 44 inches above the floor
- Door openers will not require tight grasping, pinching or twisting of the wrist to operate
- The operating hardware will be exposed and usable from both sides when sliding doors are fully open
- Interior and exterior doors will not require more then 5 pounds of force to operate (compensating devices or automatic door operators may be used to meet this requirement)
- When fire doors are required, the maximum force to operate the door will be increased to the minimum allowable by the appropriate administrative authority, but will not exceed 15 pounds
- Power-assisted or automatic doors will not open faster than 3 seconds and will not require more than 15 pounds of pressure to stop the door movement
- Doors with closers must take at least 3 seconds to move the door from an open position at 70° to a point 3 inches from the latch measured to the leading edge of the door
- All doors (except automatic and sliding doors) must have a kickplate of at least 10 inches on the bottom of the door which is smooth and provides uninterrupted surface to allow the door to be opened by a wheelchair footrest without creating a trap or hazardous condition

## Drinking Fountains

Drinking fountains, wherever used, will be designed to ensure accessibility with the following criteria:

- The drinking fountain will have an accessible path of travel

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- Where only one drinking fountain is provided, the use of a "hi-low" fountain can be used for accessibility
- If more than one drinking fountain is provided, at least 50% must be accessible
- Drinking fountains will not encroach into an accessible route
- There will be a clear, level space of at least 3 inches by 48 inches in front of an accessible drinking fountain
- The drinking fountain will be at least 18 inches deep
- Accessible drinking fountains will have a clear knee space beneath the fountain that has a minimum of 27 inches high, 30 inches wide and 8 inches deep with additional minimum toe space of 9 inches high by 17 inches deep
- An accessible drinking fountain water nozzle will be located a minimum of 36 inches above the ground and a maximum of 6 inches from the front side of the unit, with the water flow direction parallel to the front edge of the unit and to a 4-inch minimum height, and if the basin is round or oval, the spout will be within 3 inches of the front
- Activation of an accessible drinking fountain must be by means of a lever control or a wide non-recessed press bar located at a maximum of 6 inches from the front edge of the unit and requiring no more than 5 pounds of pressure, without tight grasping, pinching, or twisting hand motion
- If wall mounted drinking fountains are used, each will be located completely within an alcove or with wing walls that is no less than 32 inches wide and 18 inches deep, with a 32-inch by 48-inch floor space centered under the drinking fountain unit

### Exhibits

Accessible exhibit design will include, but not be limited to, font style and size, color contrast between text and/or objects and background, lack of reflectance or glare, tactile exhibits, interactive exhibits, controls, exhibit mounting heights and positioning of exhibits on the path of travel. Exhibits will be designed to allow people with physical and sensory disabilities to access and experience the material presented.

The following criteria will be used:

- Font families and typeface used for exhibit text and labels will be easy to read for persons with varied levels of vision and will include sans serif fonts or fonts with simple and clean serifs (e.g., Arial, Comic Sans, Futura, Optima, Tahoma, Trebuchet, Albertus, Medium, Bookman, Caslon, Claredon, Lydian, Novarese, Tiresias, and ITC Tiepolo)
- Leading on exhibit text and labels will be at least 25% taller than the height of the lowercase font and may increase as the font size increases
- Font styles such as italics and boldface will be avoided to the extent possible, and use of all uppercase letters and artistic word shapes will also be avoided

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| Weight of Print | Horizontal Distance Eye-to-Object |
|---|---|
| 3/8" | up to 39" |
| 3/4" | up to 78" |
| 1 1/8" | up to 118" |

- Font sizes for main body of the text will meet or exceed the minimum required for the horizontal viewing distance of the eyes to the object, according to the chart below
- Maintaining a line length of between 45 and 60 characters with margins flush left and ragged right is optimal for may readers with visual or learning disabilities
- Exhibit labels in cases or shelves, will be placed at readable heights and angles for persons who are seated or standing, and attempts will be made for labels to not be flat on horizontal shelf surfaces as labels placed at 45 degree angles to the front plane of case are generally easier to see
- Characters and symbols will contrast with their background, either dark characters on a light background or light characters on a dark background, with a minimum of 70% contract is recommended
- Finishes on exhibit labels will be non-glare eggshell or matte
- Lighting will be such to avoid glare from shiny objects and provide adequate light levels (100-300 lux or 10-30 foot-candles) but no less than 100 lux (10 foot-candles) with even light over the area without the use of spotlights on specific objects
- Vertically mounted displays will be placed so that most text and graphics are between the 46-inch and 62-inch median with most of the text centered around the 54-inch median point
- Exhibit shelters that have roofs will allow vertical clear space of at least 80 inches between the lowest edge of the roof and the exhibit viewing surface
- Objects protruding from walls (e.g., telephones, display cases) with their leading edges between 27 inches and 80 inches above the floor surface shall protrude a maximum of 4 inches into walks, halls, pass ways or aisles, and objects mounted with their leading edges at or below 27 inches or above 80 inches above the floor surface may protrude any amount
- Freestanding objects mounted on posts or supports between 27 inches and 80 inches above the floor surface may over hang 12 inches but all edges will be rounded and corners will have a minimum radio of 0.125 inches; and
- Exhibits and displays will provide adequate allowance for approaching, viewing, and turning around requiring a minimum space of 60 inches by 60 inches

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## Signage

Routes and areas will be posted with appropriate signage which serves as an information system essential for accessibility. The following criteria will be implemented:

- Signs will be placed in logical and visually unobstructed locations
- The International Symbol of Accessibility sign will be located at the primary entrance and at junctions between accessible and inaccessible pathways to direct the user to an accessible route
- All characters, symbols and sign backgrounds will have a non-glare finish with at least a 70% contrast between characters and their backgrounds (light characters on dark background, dark letters on light background), and all signs will have a ratio of letter width to height of 3:5 to 1:1, and the stroke width to height ratio of between 1:5 to 1:10
- The character and numbers on signs will be sized according to the guidelines and for signs whose bottom edge is 80 inches or more above the floor, the minimum character height will be 3 inches
- Signs identifying permanent uses of rooms and spaces will have raised letters at a minimum of 1/32 inch, and raised characters will be a minimum of 5/8 inch to a maximum of 2 inches (sans serif, uppercase and contracted Grade II Braille) mounted on the latch side of any doors at 60 inches above the floor to the center line of the sign, and all signs must be approachable to within 3 inches without obstruction
- Signs containing pictograms should have a 6-inch border (the International Symbol of Accessibility circles and triangles on restroom doors are not considered pictograms)

## Visitor Information and Sales Areas

Counters and sales areas will be on an accessible route of travel and will have a portion of the counter surface accessible to persons who use wheelchairs, and these areas will be signed with the International Symbol of Accessibility. The following criteria will be used:

- Such spaces will be a minimum of 3 linear feet for every 12 linear feet, or fraction therefore, of counter length, and this section of the counter will be at least 36 inches wide and 28 inches to 34 inches high from the finished floor elevation
- Such spaces will have a 19-inch minimum deep toe/knee recess space with 27-inch minimum vertical clearance from the floor surface
- Merchandise and sales items must be placed between 9 inches and 54 inches for a side approach and between 15 inches and 48 inches for a front approach, with a maximum side reach over an obstruction not to exceed 24 inches
- At least one, but never less than 25% of all service counters with cash registers will be made accessible by providing a 36-inch checkout aisle or space on the customer side of the service counter.

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### Publications

Publications produced to advertise Lake Oroville Marina LLC and/or associated events and special programs, will consider the following specifics:

- Auxiliary aids or accommodations, such as computer aided technology, pictorial signage, sign language interpreters, transcripts, TTYs, paper and pen, and/or captioning, should be provided upon request for persons with hearing or speech impairments who wish to participate in recreational programs and special events.
- Auxiliary aids or accommodations such as large print, Braille, audio description, tactile maps and/or hand-held objects should be provided upon request for persons with visual impairment who wish to participate in recreational program and special events.
- Publications, including announcements and advertisements should provide information to the public about how to request communication aids or services and include the following statement — "Prior to arrival, visitors with disabilities who need assistance should contact (contact information)."
- Publications should state the availability of a teletypewriter (TTY), and if a TTY is not available, the publications should include the following statement — "To use the California Relay Service with TTY, call (888) 877-5378 or without TTY, call (888) 877-5379."
- Publications should incorporate the following standardized accessibility statement — "California State Parks does not discriminate against individuals with disabilities. Prior to arrival, visitors with disabilities who need assistance should contact — (contact and phone number)."
- When applicable, publications will state — "This publication is available in alternate formats by contacting — (contact and phone number)."
- Alternate information formats could include audio tape recordings, large print, Braille, electronic file, and the Internet.

## Houseboats

There are no specific regulatory obligations for accessibility within houseboats as confirmed in Federal Register: January 23, 2007 (Volume 72, Number 14) Page 2835. This is their current stance on rental boats.

> *"Passenger vessel" is meant as to be a broadly encompassing term for any boat, ship or other craft that takes on members of the public hire or other activities conducted as part of the vessels operators normal operations (which could include promotional activities involving use of a vessel by members of the public for which a fare is not charged, free shuttle or ferry service). The only exception is for boats or other craft that are rented or leased to consumers and which the consumers themselves (as distinct from passenger vessel operator and its personnel) operate.*

Even though there are no specific regulations regarding accessibility of houseboats, our sister companies (Fun Country Marine Industries, Inc. and Sun Country Marine West, L.L.C.) have developed houseboats that are accessible friendly.

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## Accessibility Coordinator

The operations manager will be designated as the Accessibility Coordinator to ensure that all feasible accessibility features are incorporated into the physical and operational aspects of Lake Oroville Marina LLC. The Accessibility Coordinator will coordinate with others within the State of California Department of Parks and Recreation on all matters of accessibility to Lake Oroville Marina LLC and use of Lake Oroville.

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# HEALTHLY FOODS INITIATIVE

## Food and Beverage

Lake Oroville Marina LLC proposes to offer food and beverage services. Preference will be given to food ingredients and items grown, raised, or produced locally. Coffee served will be USDA certified organic, bird-friendly, fair-trade, and shade grown. In an effort to reduce waste, bulk condiments will be used and provided for diners. Paper products and disposable containers will be made of post-consumer, recycled content and will be biodegradable. Food and beverage staff members will be certified ServSafe in accordance with State of California requirements.

Lake Oroville Marina LLC promotes the importance of healthy, locally, and sustainably grown, organic foods from California, and the use of sustainable practices, organic ingredients, and recycled products whenever possible. To the extent possible, Lake Oroville Marina LLC will:

- Develop a network of local farmers and ranchers dedicated to sustainable agriculture who can assure steady supplies from California.
- Conform to the definition of healthy foods as defined by the U.S. Department of Agriculture and the Food and Drug Administration in the Code of Federal Regulations, Title 9, Section 317, and Title 21, Section 101.
- Provide food products that are as pure and natural as possible without synthetic additives, pollutants, or unnecessary packaging.

Menu options will feature popular breakfast and lunch and diner entrees in addition to wholesome and nutritious choices, all at reasonable prices. Menu offerings include freshly prepared salads, sandwiches, snacks, locally grown fruits and vegetables, and an array of beverages.

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# MAINTENANCE AND HOUSEKEEPING PLAN

Lake Oroville Marina LLC has developed this Maintenance and Housekeeping Plan to describe a comprehensive approach to maintaining all facilities assigned to our Company. Our primary goal is customer satisfaction, and without keeping all facilities in first-class shape and exceptionally clean, we cannot accomplish this goal. Forever Resorts, has evolved standards and processes used to ensure top quality facilities. Lake Oroville Marina LLC will expand on those experiences and combine them with plans specific to Bidwell Canyon Marina to achieve the goal of first-class condition of the facilities. Some of the tools and processes implemented as part of this Maintenance and Housekeeping Plan under the new concession contract are presented in the following paragraphs.

Lake Oroville Marina LLC, will provide the first class maintenance and housekeeping required to keep the new facility in top operating condition for the length of the contract with the State of California Department of Parks and Recreation. Preventive maintenance and housekeeping programs are in place to insure the integrity, safety, and appearance of the facility meet, and will continue to meet, the State of California Department of Parks and Recreation's high standards.

## Maintenance

Lake Oroville Marina LLC has an organizational element, the Maintenance Department to ensure all preventive maintenance, cyclic maintenance and repairs are properly completed. This department works directly with all other departments to keep equipment performing at optimum levels. This department includes a five member maintenance staff, consisting of a maintenance foreman, welder, and three laborers.

This department manages maintenance tasks year-round for the landscape, infrastructure, and vehicles. The department's Maintenance Manual informs staff members of their specific duties and department protocol. Maintenance tasks are managed using work orders. Department managers and supervisors are responsible for writing work orders. The department is organized into two major areas of responsibility, the land maintenance division and the marina maintenance division. These two divisions are supervised by the Maintenance Manager who reports to the General Manager. .

### Restrooms

The Lake Oroville Marina LLC maintenance manager and staff will be responsible for the maintenance and cleaning of the floating restrooms. Schedules have been developed and will be adhered to.

### Safety

The safety training topics are included in the New Team Member Orientation, as detailed in the Section Employee Policies and Training Plans.

Environmental training topics are included in the New Team Member Orientation. The land maintenance division has primary responsibility for the following:

- Electrical systems of land facilities

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- Plumbing systems of land facilities
- Landscaping
- Waste management and disposal for operations on land and the marina
- Fire safety equipment (extinguisher, smoke detector, sprinkler and alarm system) on land
- Refrigeration and air conditioning systems (monitoring only and coordinating outside-vendor service)
- General custodial services property-wide
- Sewer systems
- Retail propane dispensing
- Fuel line inspection and fuel delivery monitoring

### Electrical Services

All electrical installations and repairs will be compliant with the requirements of NFPA 70, the National Electric Code. The Maintenance Manager decides if tasks will be completed in-house or if an outside-vendor needs to be contracted. the task is to be done internally, the maintenance manager will provide drawings for engineer approval and a list of required materials.

When engineer certification has been received, the general manager will submit to the State of California Department of Parks and Recreation's office of construction, the engineered plans and justification for the project for approval. All proposals for electrical installation and repair will be in accordance with local, state, and federal regulatory guidelines.

The maintenance department electrician will conduct routine maintenance and repair of existing electrical installations and equipment. The Maintenance Manager will give priority attention to all requests where the risk of personal safety or property damage may occur.

### Plumbing Services

The General Manager determines if a project will be completed in-house or by a contractor. All plumbing installation and repair will be in accordance with local, state, and federal regulatory guidelines. The maintenance department's plumber will conduct routine maintenance and repair of existing plumbing installations and equipment. Priority attention will be given to all requests where the risk of personal safety or potential property damage may be involved.

All personnel assigned duties with installation or repair of sewer services will be offered a Hepatitis B vaccine in accordance with 29 CFR 1910.1030, and will wear the appropriate personal protective equipment (PPE). Lake Oroville Marina LLC will provide all required PPE for the safe conduct of these functions. Low flow equipment and fixtures will be used in all installations performed.

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### Facilities Maintenance

Maintenance staff will conduct routine maintenance and repair of existing facilities and equipment. The maintenance work order process outlined in the operations manual will be used. In the event of an issue or emergency within a workspace or employee housing, the person first aware of the situation or the employee experiencing the problem in the housing, will immediately bring the situation to the attention of the department manager or supervisor. The department manager or supervisor will be responsible for the generation of the work order and ensuring follow-up.

Irrigation system installation and maintenance will follow resource conservation policies outlined in the companies environmental management system. System timers will be set to allow for operation after sunset and before sunrise in order to provide maximum efficiency. Weekly, manual operation tests will be performed to identify system malfunctions. New and replacement parts will be installed according to environmental procedures.

When pesticides and herbicides are used, they will be used in accordance with the manufacturer's instructions and returned to proper storage immediately after use to avoid possible exposure to the elements and wildlife.

### Solid Waste Management

The solid waste managed by the Maintenance Department includes hazardous waste such as contaminated fuels, solvents, fuel, and oil absorbent materials. Lake Oroville Marina LLC has been designated as a conditionally exempt, small quantity generator of hazardous waste. The Maintenance Manager will ensure department personnel are trained in accordance with the requirements of 40 CFR parts 260 through 272. All solid waste management will be in accordance with the *Conservation and Recycling Plan* also included in our proposal.

The Maintenance Manager will ensure proper identification, handling, labeling, and coordination with an approved agency for the removal and disposal of all hazardous waste generated within the quantities and time frame allowed by 40 CFR 261.5. The Maintenance Manager will establish and monitor procedures for the relocation of hazardous waste from the satellite accumulation sites to the property accumulation area to ensure there is no release of materials during relocation. The following materials intended for disposal must be labeled as hazardous waste:

- Solvents containing the characteristics listed in 40 CFR 261.30
- Chemicals listed in 40 CFR 261.31(a)
- Used oil will be managed as follows:

  - In accordance with the provisions of 40 CFR 279
  - Stored in accordance with the provisions of 40 CFR 279.22
  - Transported from satellite accumulation sites according to 40 CFR 279.24(b)
  - Transported from the Lake Oroville Marina LLC Marina accumulation area in accordance with the provisions of 40 CFR 279.23 and 49 CFR 171 through 180

The Maintenance Manager will maintain on file, evidence of the transporters Environmental Protection Agency (EPA) permit, which will include the EPA identification number. The Maintenance Manager will ensure a member of the

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department is present when the transporter is removing the used oil from the accumulation site and that all precautions are taken to ensure any spill or release is properly cleaned and disposed of.

Spent lead acid batteries are not considered hazardous waste if they are to be reclaimed, but must be stored in a manner which will not allow the release of electrolytes.

### Universal Waste

Universal waste management at Lake Oroville Marina LLC will be managed in accordance with the requirements of 40 CFR 273 Sub Part A. Types of universal waste generated at Bidwell Canyon Marina include:

- Used lamps
- Used dry-cell batteries
- Used mercury thermostats

The Lake Oroville Marina LLC general manager has designated the following locations for the collection and temporary storage locations for universal waste as follows:

- Small used fluorescent lamps and used dry cell batteries are collected and stored in the boat rental department
- Used dry-cell batteries are collected and stored at the retail store
- Fluorescent lamps of four foot and eight foot lengths and mercury thermostat devices are collected and stored in the maintenance facility.

Lake Oroville Marina LLC uses the universal waste management program purchased from GRAINGER for the purpose of collecting and shipping of all universal waste generated at Lake Oroville Marina LLC. Appropriate containers are purchased and positioned at the above locations for the collection of the items, when containers are near full the managers of the above departments advise the maintenance manager and new containers are ordered for replacement. The full containers are collected by maintenance and prepared for shipment in accordance with requirements. The maintenance manager will maintain records of shipments made in accordance with the requirements of environmental management plans.

### Propane Dispensing Operations

Retail propane is dispensed by maintenance staff who are trained by AmeriGas Inc. Lake Oroville Marina LLC is a California permitted retail-dispensing location for AmeriGas Inc. Employees are trained in equipment operation, cylinder inspection, filling procedures, and safety and emergency procedures.

The propane dispensing facility consists of a 500-gallon tank located in the office compound, but will be relocated to the marina. Bollards are placed around the perimeter of the tank on four-foot centers to protect the system from vehicle or equipment strikes. The system is equipped with emergency shut-offs at the front and rear of the tank. Personal protective equipment required for the handling and dispensing of propane is located at the site. Cylinders that are damaged or otherwise unfit for filling are marked and maintained within the maintenance area and removed by the gas

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supplier.

Employees will not fill cylinders if they exhibit evidence of any of the following conditions, leaking, dents or bulges, has excessive corrosion, fire damage. Cylinders that have not been re-certified by an authorized location and the date of re-certification is not clearly visible will not be filled.

### Heating and Air Conditioning Systems

Heating and air conditioning systems maintenance of all refrigeration and air conditioning systems are not performed by Lake Oroville Marina LLC maintenance staff. They are responsible for ensuring that only certified technicians are contracted to do repairs.

### Fire Safety Equipment Inspection and Maintenance

Inspection and maintenance of fire extinguishers, hose boxes, smoke detectors, sprinkler systems, emergency and exit lighting, and alarms in all facilities are the responsibility of the Maintenance Department. The following tasks are completed:

- The extinguishers will be checked to ensure that, the plastic tab securing pin is in place, pin is in place, and gauge is reading in green, proper type/size and proper mounting.
- Due to the extreme heat in this area smoke detectors will be checked on a quarterly basis. Smoke detectors will be checked to ensure operation and that the battery backup is in place.
- Emergency passage and exit lighting will be checked quarterly for operation and proper adjustment.
- Sprinkler, alarm and fixed fire extinguishing systems will be annually inspected and re-certified by a certified professional.

### Fuel/Sewer Line Inspection/ Fuel Storage

The maintenance department will be responsible for all inspections of the fuel tank and fuel lines to the fuel dispensers. The fuel tank and all exposed fuel lines are inspected on a daily basis and those inspections are recorded on the gas log document. Sewer lines are inspected on a daily basis. Dye tests will be performed on all sewer lines and holding tanks on a monthly basis with results being sent to the California Regional Water Quality Control Board per waste discharge requirements. Lake Oroville Marina LLC maintains a current spill prevention control and countermeasures plan. Lake Oroville Marina LLC employee's are 24-hour HAZWOPER trained personnel to control any situation which may occur.

### Trash Receptacles

The maintenance department has overall responsibility to ensure containers are rotated and that areas around containers remain in a well policed condition. Collection points are located in the following areas on the property and will be kept in a clean and orderly state to ensure they are safely accessible to employees and guests.

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### Recycling Receptacles

The Maintenance Manager will ensure the collection and consolidation of materials to be recycled from the designated locations on a weekly basis during periods of high usage and when deemed appropriate during periods of lower usage. Areas around recycling locations will be checked daily to ensure they are maintained in an orderly condition.

Recycling receptacles are provided in the following locations:

- Behind the boat rental office for the following:
  - Cardboard
  - Aluminum Cans
  - Glass
- Near the boat wipe-down area on the main road towards the exit from the marina, which visitors access as they depart. The following items collected at this location:
  - Cardboard
  - Aluminum cans
  - Glass
- Near the fuel tank located in the boat-prep parking lot for the following items:
  - Cardboard
  - Aluminum Cans
  - Glass
- Maintenance shop for the following items:
  - Steel from the removal of docks and waste from ongoing projects
  - Aluminum from completed projects
  - Any recyclable material

### Marina Maintenance Division

The marina maintenance division has the primary responsibility for the following:

- Winch operation, maintenance and inspection
- Dock construction, maintenance and inspection
- Buoy-line maintenance

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- Dock and vessel salvage
- Dive operations

### Winch Operation, Maintenance and Inspection

The Forever Resorts Winch Manual guides marina maintenance staff on operating, maintaining, and inspecting winches on the marina. Inspections will include:

- Checking for proper lubrication
- Verifying the dog is in the locked position
- Verify the brake is disengaged
- Verify the cable is properly wrapped and the frame is not damaged

### Dock Construction, Maintenance, and Inspection

The construction or installation of all new docks will meet or exceed industry and State of California Department of Parks and Recreation standards for live load per square foot and wind load for buildings, or covered slips to be onstructed on the docks. The construction of all facilities (structures and covered slips), utility chase runs, and the installation of all utility services will be conducted in accordance with engineer approved plans meeting all local, state and federal guidelines. The marina maintenance crew will maintain a sufficient supply of materials required for routine maintenance of:

- Cleats
- Loose boards
- Lighting
- Water-supply parts

### Buoy-line Maintenance

In addition to the moorage dock and marina complex, marina maintenance will maintain buoy lines and individual buoys or moorings. The buoy lines vary in length from 1000 feet to 4000 feet.

Depending on lake levels, different procedures are performed to adjust line. Starting at about 850 feet to 825 feet, spring blocks are added on the end of the buoy lines until lower water anchors become available. Low water anchor points are on top and along the east side of the main point next to the launch ramp. These anchors are composed of a large hole dug into the ground and a metal frame placed in the hole. Nine yards of concrete are added to the hole. here are approximately ten of these anchors located in specific spots.

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### Dock and Vessel Salvage

Vessel salvage operations will be conducted for watercraft owned and operated by Lake Oroville Marina LLC Marina or customers within the Department of Parks and Recreation Area. Depending on the type and size of vessel requiring salvage, the maintenance department will coordinate with the boat rental department for assets and personnel required to perform the task beyond the department capability. Should damage occur after normal business hours, security will notify appropriate personnel for a determination as to whether repair can be made or if the area affected will be restricted and shuttle service for moorage customers provided.

### Dive Operations

Dive operations are completed by marina maintenance staff. Staff follows the guidelines documented in the Forever Resorts Dive Manual. Divers employed by Lake Oroville Marina LLC will be responsible for providing and maintaining all dive equipment other than tanks. Dive tanks will be provided by Lake Oroville Marina LLC and will be serviced and inspected by a certified facility.

The barge boat is used to conduct all dive operations, marina maintenance, and the relocation of the marina. The barge can also be used for the augmentation of fire suppression and emergency response (rescue operations and spill response), ecology dives, and environmental cleanup efforts. It is also available to assist the State of California Department of Parks and Recreation with special requirements and projects. The barge is equipped with the following:

- Twenty-five foot of boom with a rated lifting capacity of 10,000 pounds, the boom is operated by a five-ton capacity hydraulic winch
- A lift cable for the boom that is operated by a ten-ton hydraulic winch and a hydraulic winch located at the center position with a capacity of fifteen tons. The boom is primarily used for raising docks for the purpose of installing or removing foam, stabilizing vessels during salvage operations, removal or installation of engines or generators for maintenance, and retrieval of lighter weight items from shoreline and water.
- A centerline winch that is primarily used for the relocation of anchors and retrieval of heavy items from the water
- Two 150hp Evinrude Etech outboard motors and a 3.0 liter engine for the operation of the hydraulics (hydraulic operational controls are located at the port side of the operators helm)
- A miller welder with attachments for conducting aluminum welding, which also provides 115-volt power supply, an oxygen/acetylene torch, water pump and hose, and a confined space entry ventilation system.

The barge is routinely operated and maintained by three staff members who are certified in basic first aid/CPR and HAZMAT 8-hour.

### Welding, Cutting and Brazing

Welding, cutting, and brazing operations will be conducted in accordance with the requirements and procedures of 29 CFR 1910.252 – 255 and NFPA 51B for any process conducted by employees or contractors at Bidwell Canyon Marina. The General Manager ensures requirements are met. Welding, cutting, and brazing equipment will be

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maintained, stored, and transported in the manner prescribed by the manufacturer and in accordance with the procedures stated in the above sections of the 29 CFR. Duties and responsibilities for each level of management and supervision for these operations are provided within the regulation and all personnel will be trained on the requirements.

### Staff Skills and Qualifications

The maintenance and housekeeping department works directly with all other departments to keep equipment performing at optimum levels. The department manages maintenance tasks year round for the property. Currently there are five maintenance staff members: a maintenance foreman, maintenance welder, and three maintenance employees. All maintenance personnel complete training on many topics, including: ISO/EMS, hazardous materials, blood borne pathogens, fire safety, emergency response, and storm water pollution prevention plan.

### Housekeeping and Maintenance Schedules

Monthly maintenance and housekeeping inspection audit forms are used for each department which drives our maintenance program. Bi-annual buoy line and marina anchorage cable inspections, along with Lake Oroville Marina LLC "after storm event" line inspection policy, will insure the integrity of the anchoring system is maintained. (The "after storm event" line inspection policy, states that after any type of wind event, all mooring lines are inspected to detect any deficiencies.) Lake Oroville Marina LLC will contract with an outside third party to inspect all buoy and anchor lines, as well as all underwater dock structures on an annual basis.

Major projects and renovations will be scheduled and performed in the off season to minimize any inconvenience to the visitor.

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## Staffing Patterns

Lake Oroville Marina LLC is opened year round, with the exception of Thanksgiving, Christmas, and New Year's Day.

Staffing levels for Lake Oroville Marina LLC depend on weather, houseboat reservations, and lake levels. There are thirteen full time year round employees. Beginning March 1, hiring for seasonal employees begins, with a full staff usually hired by Memorial Day weekend. At least one seasonal employee is hired for each department beginning March 1. Labor Day marks the beginning of reducing the staff to its full time year round status.

| Season | Dates | Hours of Operation | Number of Staff |
|---|---|---|---|
| Winter | Nov 1 – April 1 | 8:00am – 4:30pm | 20 |
| Spring | April 2 - May 15 | 7:30am – 6:00pm | 20 |
| Summer | May 16 – Sept 7 | 7:00am – 7:00pm | 45-50 |
| Fall | Sept 8 – Oct 30 | 7:30am – 6:00pm | 20 |

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# FURNISHINGS PLAN

Lake Oroville Marina LLC has provided this Furnishing Plan as requested. Our Furnishings Plan describes the physical facilities that we will install under the new concession contract. Our new facilities include the marina store located on the new dock complex.

## Building (Marina Store Complex)

The Marina Store will be located on the floating dock described in the Facility Improvement Plan. The Marina Store will be accessible and meet the specific requirements described in the Accessibility Plan within the Operation Plan of our proposal. The following is a list of features and equipment that we will include in the Marina Store (all food service equipment will comply with the National Food Code).

The kitchen area equipped with the following:

- Hood ventilation system
- Ansul fire suppression
- Imperial two basket fryer
- Imperial grill with two side burners and a double oven
- True double door reach-in refrigerator
- Sani Serve soft ice cream machine
- Sandwich table with 12 compartments and a two-door refrigerator
- Three compartment sanitizing sink
- Eight nozzle soft drink dispenser
- Three-product hot drink dispenser
- Bunn dual spout coffee dispenser
- Duro Univex meat slicer
- Stainless steel work tables
- Six lighting fixtures will be four tube 32w T8 drop-in
- Microwave
- Employee restroom with mop and hand wash sink
- Linoleum flooring

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- Formica counters
- Walls painted with "earth tone" colored acrylic latex enamel
- Drop ceiling with washable panels
- Heating and cooling will be supplied through a central heating and air system.
- Cash register and point of sale system accepting Visa, Master Card, Discover and American Express Cards

Dining area

- Seating for 24 with six four-top tables
- Ceramic tile floor in the eating area
- Drop ceiling with washable tiles
- Walls painted with "earth tone" colored acrylic latex enamel
- Lighting fixtures will be four tube 32w T8 drop-in
- Two waste receptacles
- Recycling receptacles
- Menu board with product pricing

Retail Store Operations

- Four four-way waterfall clothing racks
- Combination six-door refrigerator two-door freezer walk in display unit
- Exterior access door to cooler section
- One 4-foot and four 7-foot gondolas with slat wall end caps for merchandise displays
- Two walls will be covered with slat wall for merchandise display
- One bait refrigerator
- Minnow tank, located outside
- All flooring will be cleanable non skid surface
- Check out area consisting of a counter area with two cash registers and point of sale system accepting Visa, Master Card, Discover and American Express Credit Cards.

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Office area

- Furnished with desks, chairs, shelving
- Lighting fixtures will be four tube 32w T8 drop-in
- Two computers
- Central phone system

Boat Rental Operations

- Two computer terminals with credit card readers
- Boat rental counter with accessibility for disabled visitors
- Visitor information brochure racks

Boat rental supplies/storage area

- Furnished with metal shelving
- Both interior and exterior access

Restroom facilities

- One for men and one for women
- Both restrooms will be furnished with a low flow toilet and sink
- Lighting fixtures will be four tube 32w T8 drop-in
- Accessible

## Boat Fueling Station (Fuel Dock)

Lake Oroville Marina LLC will provide on the new dock system, six fuel dispensing positions to support the houseboats and other craft rented by Lake Oroville Marina LLC, and for the general public. The fuel dispensing system will be integrated into the existing fuel storage tanks and fuel delivery systems. Fuel system elements will meet all applicable codes. The following is a list of the equipment and features to be provided:

Gasoline fills stations

- Electronic card reading fuel dispenser

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- Standpipe fire suppression system
- All required signage for marina fueling stations

Lake Oroville Marina LLC will also provide a sewage pumpout system and a potable water fill system for use by our rental boats and by the general public. In addition, we will provide a propane fill station for the convenience of our rental boats and the general public. These items are listed below:

- Sewage pump out stations, each with two 5 horsepower three-phase progressive cavity pump
- Fresh water fill station, each with potable and non-potable water faucets with anti siphon device
- Propane fill station, hard piped from shore to dispenser

## Moorage Dock

Lake Oroville Marina LLC will provide the required moorage docks as discussed in other sections of our proposal. The specifics of these docks are listed below:

- The moorage docks will be equipped with 10 pounds minimum size Type ABC fire extinguishers located as specified by NFPA 10 and NFPA 303 requirements
- The docks will also be equipped with Coast Guard approved Type IV throw rings and lines located at required distances on docks
- All moorage docks will be equipped with lights sufficient for safety and consistent with NFPA 70 and NFPA 303.
- Courtesy power will be located throughout the private moorage area. All electrical outlets will meet the requirements of NFPA 70 and NFPA 303 to ensure safety for guests and employees

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## EXHIBIT D – CONCESSIONAIRE'S FACILITY IMPROVEMENT PLAN

The Facility Improvement Plan includes the following:

Facility Development Plan.....8 pages
Implementation Plan.....1 page
Cost Estimates.....4 pages

# FACILITY DEVELOPMENT PLAN

Lake Oroville Marina LLC. has included this Facility Improvement Plan as part of our Facility Plan as required. The intent of Lake Oroville Marina LLC is to negotiate the purchase and use of the existing facilities located at Bidwell Canyon Marina. Our Facility Improvement Plan addresses the proposed changes we will make to the dock systems and floating store. Also included in this Plan, are summaries of the two proposed contractors we will use to provide the major elements of the new dock system and building.

## On-the-Water Facilities

The water facilities will be incorporated into a floating dock structure. Forever Resorts owns and operates many marina facilities throughout the United States and we have made numerous improvements, additions, and complete replacements of dock systems. The prime dock manufacturer employed by Forever Resorts, L.L.C. is Galva-Foam Marine Industries, Inc. In California, the architectural firm Forever Resorts, L.L.C. uses is Wilson Architecture, Inc. Galva-Foam and Wilson Architecture are proposed for the design and construction of the on-the-water facilities at this location.

### Main Dock and Gangway

ne dock structure will consist of the following components:

- The gangway will meet all accessible requirements
- 12-foot by 110-foot courtesy dock
- 62-foot by 156-foot building platform
  - Main building
  - Outside patio/eating area with picnic tables
  - Seating/rest areas
- 32-foot by 110-foot building
  - Three public entrances, one leading to the food service area, one to the retail store area, and one to the marina operations office
  - Restroom area
  - Kitchen area
  - Dining area
  - Retail area

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- Office area
- Supplies/storage area

- Boat fueling station –2 X12-foot by 120-foot
  - Six 10-foot by 70-foot fingers
  - Six 8-foot by 70-foot fingers
  - Six fuel dispensers Dual Hose
  - Six sewage pump out stations
- 12-foot by 440-foot Main head walk for access to moorage
- Four sub-arms for boat mooring
  - 320-foot by 80-foot arm for the moorage of 40 vessels
  - 288-foot by 142-foot arm for the moorage of 32 vessels
  - 320-foot by 80-foot arm for the moorage of 40 vessels
  - 288-foot by 80-foot arm for the moorage of 32 vessels

Galva-Foam Marine Industries, Inc. is proposed to manufacture all floating structures utilized at this location. These are pre-fabricated galvanized metal docks supported by encapsulated flotation. All floats are manufactured from linear, virgin polyethylene resin containing UV inhibitors that are a food grade material in compliance with the FDA Title 21. The polyethylene resin is included in Underwriters Laboratory Class 746C and flame class UL-94HB.

American Building Company is proposed to build the building's roof and exterior wall components. The building consists of steel frame girt walls using two by four metal studs, 16" on center. Exterior walls are insulated with R-13 batting insulation and covered, preformed sheet metal siding. Interior walls will be made of 2 by 4 metal studs with 5/8" gypsum wallboard. The building will serve many functions. The design for this complex will be one that has already been proven to be successful. Forever Resorts constructed a similar building designed by Wilson Architecture on Lake Don Pedro in California. The features of this design have worked so well that we see no reason to change the plan.

These facilities will comply with all local, state, and Federal Environmental, Health, and Safety regulatory requirements and all requirements set forth by California State Department of Parks and Recreation. All buildings will comply with NFPA 1 Uniform Fire Code 2006 and NFPA 101 Life Safety Code 2006, and will incorporate accessible features as discussed in the Facility Access Plan.

The gangway will consist of two 6-foot by 40-foot sections that will provide access from the shore to the dock. The gangway will meet the guidelines set forth in the Accessibility Standards for Recreational Facilities (ADAAG) and the California Department of Parks and Recreation Access to Parks Guidelines. The gangway will be a galvanized metal frame with concrete decking. The gangway will be supported at three points: each end and in the middle, by encapsulated floats.

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The courtesy dock will provide 16 slips for boaters as a parking area for access to the services provided on the dock facilities. Four of these slips will meet ADA requirements. The courtesy dock will also provide a landing for the gangway to shore and a walkway to the rest of the dock facilities. The courtesy dock adjoins to the building platform.

### Building platform

The building platform will provide five functions: support the main building; provide a continued walkway to the rest of the dock services; provide seating and a rest area for the public; provide a staging area to load and unload rental boats; five as additional courtesy parking for boaters. The building platform will adjoin the fuel dock.

### Boat Fueling Station (Fuel Dock)

The fuel dock will consist of six finger docks attached to two 120-foot head walk. Each finger dock will be 70 feet in length. Each finger will be able to service boats on either side. The fuel dock will be able to accommodate 10 boats.

### Moorage Dock

The moorage dock will consist of four sub arms.

### able and Anchoring System

The docks will be maintained in place by a system of hand operated winches mounted to the dock. From these winches, 3/4" galvanized wire rope will go through an underwater fairlead to concrete anchors specifically located to maintain the correct and adjustable position for the dock. The following specifications will apply to the anchoring system.

- Winches will be Wintech 5 ton HM-16 hand operated units.
- Cable will be 3/4" Galvanized 6/19 class wire rope.
- An 8 inch, 6 ton single swivel sheave block will be used to route cable through fairlead.
- Cable connections will be made using galvanized dropped forged cable clamps and thimbles installed as per industry standards. A minimum of 4 clamps will be used at each cable eye.
- Anchoring will be a combination of poured concrete anchors and dead man pins set in the rock walls.
- Poured concrete will be made with steel eyes for cable connection.
- Dead man pins, as needed in rock walls, will be Chapman anchors.
- A set of anchors will be placed for each winch location shown on the final drawings.
- Minimum combined wet weight for each anchor set will be 20,000 pounds.
- Each set of concrete anchors will contain at a minimum 228 cubic feet of concrete.

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- All cables will be connected to anchors using 3/4" galvanized screw pin shackles.

Sewage Pumping System

- All fixtures on the dock will drain to a central sewage holding tank.
- The project engineer will determine tank specifications based on all applicable codes and regulations.
- Sewage from the tank will be pumped to the lift station located at the top of the ramp.
- Holding tank pump will be equipped with audible and visual alarms.
- All transmission lines will be pressure rated piping or hose.
- Boat sewage will be pumped directly from the vessel to the lift stations though pumps located at the fuel dock.
- Two Tarby 2TL8 Progressive cavity pumps will be used at the fuel dock.

The lift capacity for the pumps (Tarby) will be sufficient to accommodate the lower lake levels.

Potable Water Delivery

- Del Oro Water District will supply all potable water.
- Pressure piping will distribute potable water to all the fixtures on the dock.
- Back flow prevention will be incorporated into the potable water system.

Electrical Distribution System

Electrical loads and requirements have not yet been determined. We will use a California licensed engineer to develop the electrical system. Based on other marinas built and operated by Forever Resorts, it is anticipated that we will need to use high voltage transmission lines to transformers located on the dock. The high voltage (4160 KVA) will be required to prevent voltage loss at the final point of use.

## Wilson Architecture, Inc.

609 15th Street
Modesto, CA 95354
(209) 577-0111
(209) 577-0116 fax

Description of Services

We are prepared to offer a full range of architecture and planning services such as:

All design work will be performed and prepared under the direct supervision of certified architects and licensed professional engineers.

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| | |
|---|---|
| **Pre-Design** | **Bidding** |
| Scheduling | |
| Programming | **Construction** |
| Space Study | General Bid Documents |
| Feasibility Studies | Addenda Drawing Revisions |
| **Site-Development** | Construction Bidding Inquiries |
| Selection | Construction Contract Administration |
| Master Planning | Shop Drawing and Submittal Review |
| Utility Studies | Change Orders |
| Zoning Analysis | Construction Observation |
| **Design** | Final Acceptance |
| Architectural Schematic | **Interior Design** |
| Engineering Systems Analysis | Space Planning |
| Architectural Design Development | Finishes Selection |
| Statement of Probable Construction Cost | Furniture Selection |
| **Construction Documents** | Accessory Selection |
| Architectural Working Drawings | |

## Resume and Qualifications for Norman E. Wilson, AIA

### EDUCATION

- Modesto Junior College, AA Degree, Architecture
- California State University, San Luis Obispo

  - Five Year Bachelor or Architecture Degree, Graduate with Honors
- Professor Instructor - Modesto Jr. College - Architecture Program (Life Credential)

### HONORS AND ACTIVITIES

- Member of the American Institute of Architects, California Council, Sierra Valley Chapter
- Member Modesto Chamber of Commerce

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- Life Member, California Scholarship Federation
- Past Scout Committee Member
- Past President-Y'mens Service Club
- Member of Building Industry Association of Central California
- Leadership Modesto Class of 1986
- Instructor-Modesto Junior College, Architectural Department
- California State Architectural Board Commissioner
- Honor Award Sierra Valley Chapter AIA-Design of Medic Alert Foundation International World Headquarters, Turlock, California

REGISTRATION

- Registered Architect, California No. C10851
- Registered Architect, Nevada No. 3808
- Registered Architect, Utah No. 5187460
- Registered Architect, Oregon No. 4848

HISTORY

- Principal Architect, President - Wilson Architecture, Inc.
- Principal Architect, President - Wilson-Koelzer Architects, Inc. (6 years)
- Principal Architect, Owner - Wilson Associates (3 years)
- Principal Architect, Vice President - Pacific Design Associates, Inc. (4 years)
- Principal Architect, Vice President - Architectural Engineering Firm (9 years)

## ShoreMaster, Inc.

Fergus Falls, MN 56538
(800) 328-8945
(218) 739-4008 fax
www.shoremaster.com

Description of Services

For more than 30 years, ShoreMaster has covered the waterfront with world-class equipment designed to help people enjoy their waterfront experience to the fullest. In addition to its Fergus Falls operations, the company has plant 'ocations in Camdenton, Missouri and Adelanto, California. With a network of dealers throughout the United States and anada, ShoreMaster is a leading builder of residential boatlifts, docks and other waterfront equipment. ShoreMaster also custom builds floating dock systems for marinas throughout the world.

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The company known today for its wide-ranging products in both residential and commercial applications began in 1972 in Carlos, Minnesota selling all-aluminum boat lifts. We know of more than a few of those original lifts that are still standing and performing with the best of them today.

Our company is just as durable and dependable as the products we put in the water. Operating out of Fergus Falls, Minnesota (since 1985), we put our products up against any other brand in the industry. ShoreMaster's complete line of residential docks and lifts are sold through an extensive network of knowledgeable, friendly dealers throughout the U.S. and Canada. If you're looking for a ShoreMaster dealer, locate the one nearest you by clicking here.

You'll find our commercial marina systems around the world in places like Europe, South America, Asia, and of course, the U.S. Our custom-built floating dock installations range from local fishing piers to 300-slip marinas.

Whether you're taking a sunny ride on our HydroBike, raising your craft out of the water on our lift for the night, or standing on our concrete floating dock in the North Sea with 63 mph winds blowing at you, there's much to appreciate about ShoreMaster. We hope you enjoy the experience fully.

More than 30 years of world-class waterfront equipment – and counting.

ShoreMaster's Marina Division might as well be called the Marines Division. That's how tough, strong and resourceful our commercial marina products are.

With these combined resources, we've done it all: Our custom-built floating dock systems are seen in installations all over the world, from small fishing piers to 1800-slip marinas. We offer the widest range of dock systems in the industry so our engineers can recommend the right system for your situation. Depending on your needs, we may suggest a dock system manufactured from concrete, galvanized steel, aluminum or modular poly. We also offer wave attenuators, bridges and gangways, repair and refloat services. Tell us about your project, and we can custom-engineer a solution that meets your toughest standards and tightest specifications.

## Qualifications for Dennis Tuel Senior

Job Title

Shoremaster CEO

Revenues

Anticipated 1999 revenues of $14 million (up from $12 million a year ago)

Founded

1972

Employees

80 (unchanged from a year ago)

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What it does

We manufacture residential and commercial waterfront equipment, including boat lifts and docks. We sell out commercial marinas internationally. We also have a separate corporation called ShoreMaster Fabric, Inc., that makes mooring covers, portable fish houses, and protective covers for snowblowers.

Goals

We see ourselves in three to five years as a $24 million company.

On going public

We are considering going public and are getting prepared.

Initial funding

Personal assets.

This page contains trade secrets or confidential and financial information that the Offeror believes to be exempt from disclosure under the Freedom of Information Act, and which is subject to the legend contained on the cover page of this proposal.

# LAKE OROVILLE MARINA'S IMPLEMENTATION PLAN

Lake Oroville Marina LLC will upon successful award of the long term contract try to negotiate with the setting concessionaire to acquire the existing facilities for future use. The facility will go through a complete assessment to see what can be upgraded to continue uninterrupted services to the general public. In the event and agreement cannot be reached on existing facilities we will work with the state to provide temporary services to prevent displacement of the existing customers. We have resources available to complete this in a timely manner.

Within thirty day of the execution of the new contract Lake Oroville Marina LLC will meet with the state to modify and amend its facility improvement plan based on the facility assessment conducted upon taking over operations.

Within four weeks of amending the facility improvement plan Lake Oroville Marina LLC will provide to the state for its review and approval a schematic design. The schematic design will include a site plan, building floor plans, all building elevations, outline specifications, floor area usage, and preliminary statements of probable construction cost.

Within four weeks of approval of the schematic design concessionaire will submit design development for the states review and approval. The development design will include schedules, structural requirements, plumbing, mechanical, and electrical plans, food service requirements, color boards, material and system specifications, and updated statement of probable cost.

Within eight weeks of the states approval of the design development Lake Oroville Marina LLC will submit working drawings for the states review and approval. The working drawing will detail elements of complete quantities, qualities, and relationships of all work required to complete the facility improvement plan.

Lake Oroville Marina LLC will employ licensed contractors where applicable to complete all required construction work. Concessionaire shall utilize professional contractors and consultants, including architects and engineers.

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# COST ESTIMATES

As requested in the State of California Department of Parks and Recreation, Lake Oroville Marina, L.L.C. is providing an itemized cost breakdown of the features of the new dock and dock-based store and other associated improvements outlined in the Furnishings Plan and Facility Improvement Plan.

## Building (Marina Store Complex)

### Food service operation

- All food service equipment will comply with National Food Code
- Kitchen area equipped with the following:
- Hood ventilation system $8294.00hood, $2565.00 exhaust vent
- One K class fire extinguisher $245.00
- Ansul fire suppression $2265.00
- Imperial 2 basket fryer $895.00
- Imperial grill with 2 side burners and a double oven $3465.00
- True double door reaching refrigerator $3840.00
- Sani Serve soft ice cream machine $8798.00
- Sandwich table with 12 compartments and a two-door refrigerator $1745.00
- Three bay sanitizing sink $875.00
- Eight nozzle soft drink dispenser (supplied by vendor)
- Three product hot drink dispenser (supplied by vendor)
- Bunn dual spout coffee dispenser $1745.00
- Duro Univex meat slicer $976.00
- Stainless steel work tables $229.00
- Six lighting fixtures will be four-tube 32w T8 drop-in $300.00
- Microwave $75.00
- Employee restroom with mop and hand wash sink $445.00
- Linoleum flooring in kitchen, carpeting in retail and office areas, ceramic tile flooring in dining area - $17500.00 total building flooring
- Formica counters $4200.00
- Walls painted with "earth tone" acrylic latex enamel $6578.00 total building

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- Drop ceiling with washable panels $4600.00
- Heating and cooling will be supplied through a central heating and air system $27565.00
- Cash register and point of sale system accepting Visa, Master Card, Discover, and American Express Cards

**Dining Area**

- Seating for 24 with six four-top tables and chairs $799.00 each
- Ceramic tile floor in the eating area
- Sandwich center $5200.00, two-door cabinet $3995.00
- Drop ceiling with washable tiles
- Walls painted with "earth tone" colored acrylic latex enamel $6400.00 total building
- Lighting fixtures will be four tube 32w T8 drop-in $250.00
- Two waste receptacles $524.00 each
- Recycling receptacles supplied by vendor
- Menu board with product pricing supplied by vendor

**Outside patio**

- Three outside ceiling fans $1800.00
- Four trash receptacles $425.00 each
- Four picnic tables $7650.00each
- Six benches $429.00 each
- Four umbrellas $189.00 each

**Retail Store Operations**

- Four four-way waterfall clothing racks $98.00 each
- Combination six-door refrigerator two-door freezer walk in display unit $34500.00
- Formica around cooler $1124.00
- Wall to wall carpeting in retail and office areas
- Exterior access door to cooler section
- Various slat wall gondolas for merchandise displays five $999.00
- Several walls will be covered with slat wall for merchandising display $895.00 each
- One bait refrigerator supplied by vendor

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- Minnow tank $750.00
- Check out area consisting of a counter area with two cash registers and point of sale system accepting Visa, Master Card, Discover and American Express Credit Cards $2600.00for counter

### Office Area

- Furnished with desks, chairs, shelving desk $565.00 each, filing cabinets $625.00
- Lighting fixtures will be four tube 32w T8 drop-in $265.00
- Two computers $3995.00
- Wall to wall carpeting in retail and office areas
- Central phone system $11500.00

### Boat Rental Operations

- Two computers terminals with credit card readers
- Accessible boat rental counter $2295.00
- Visitor information brochure racks
- Wall to wall carpeting in retail and office areas

### Boat rental supplies/storage area

- Furnished with metal shelving $245.00 each
- Both interior and exterior access
- Linoleum flooring

### Restroom Facilities

- One for men and one for women
- Both restrooms will be furnished with low flow toilet and sink
- Lighting will be four 32w T8 drop-in
- Accessible
- Linoleum flooring

### oat Fueling Station (Fuel Dock)

- Fuel installation $157,500.00
- Gasoline fill stations $85,450.00

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- Electronic card reading fuel dispenser each $16000.00
- Standpipe fire suppression system
- All required signage for marina fueling stations $1600.00
- Spill kit $565.00
- Spill boom $3500.00
- Sewage pump out stations
- Two 5 horsepower, three-phase progressive cavity pump, pump $6989.00
- Fresh water fill station
- Potable and non-potable water faucets with anti siphon device
- Propane fill station, hard piped from shore to dispenser $6500.00
- Customers may pay inside store or at fuel dock

**Moorage Dock**

- The moorage docks will be equipped with 10 pounds minimum size Type ABC fire extinguishers located as specified by NFPA 10 and NFPA 303 requirements $89.00 each, 8 fire cabinets $425.00 each
- The docks will also be equipped with United States Coast Guard approved Type IV throw rings and lines located at each fire extinguisher cabinet $129.00 with holder
- All moorage docks will be equipped with lights sufficient for safety and consistent with NFPA 70 and NFPA 303
- Courtesy power will be located throughout the private moorage area. All electrical outlets will meet the requirements of NFPA 70 and NFPA 303 to ensure safety for guests and employees, power pedestals $9500.00
- Dock carts will be provided for use by moorage customers 10, total $1895.00

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## EXHIBIT E – CONCESSIONAIRE'S TRANSITION PLAN

The Transition Plan includes the following:

Transition Plan A.....2 pages
Transition Plan B.....1 page

# TRANSITION PLAN A

Upon notification from DPR, of there intent to negotiate a concessions contract with Lake Oroville Marina L.L.C., we will immediately enter into negotiations with the current concessionaire to acquire marina mooring personal property and certain retail inventory held for sale. Negotiations will be finalized no later than September 15th 2009.

Lake Oroville Marina L.L.C. clearly understands that there area tasks which lay ahead of us as soon as there is an announcement of pending contract award. We realize that timing is of the essence and that visitor services must continue uninterrupted. We have made these types of major dock changes at other Forever Resorts properties, successfully, on budget, on schedule, and without any disruption of services. We will augment our on-site Lake Oroville Marina L.L.C. management team with specialists from other Forever Resorts properties during this transition phase, as well as senior management assistance and other corporate services from Forever Resorts. We are confident that we can make this transition as outlined by the State of California Department of Parks and Recreation.

In the event that negotiations with the current concessioner to acquire their marina mooring personal property is not successful by September 15th 2009, Lake Oroville Marina L.L.C. will develop/build interim buoy mooring facilities to accommodate customers displaced as the current concessioner removes moorings. Lake Oroville Marina L.L.C. will have all interim mooring in place by December 1st 2009 or as the current concessioner removes there facilities so that mooring visitor services are not interrupted.

. If Lake Oroville Marina L.L.C. (Forever Resorts L.L.C.) is not able to negotiate to acquire the floating marina structures from the existing concessioner, we stand ready to bring in temporary facilities from other Forever Properties to replace facilities as the existing concessioner removes there private property. These facilities include but are not limited to fuel and pump out docks, courtesy docks, retail facilities and floating restrooms.

Lake Oroville Marina L.L.C. understands that the designs needed to meet our guests needs in the new Facility Plan and the construction processes will be approved and then coordinated with the State of California Department of Parks and Recreation, but ultimately Lake Oroville Marina L.L.C. and Forever Resorts will be responsible for the design, construction, completion, and installation of facility improvements, decor, equipment, fixtures, and furnishings.

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### Schematic Design

In accordance with the Request for Proposal, Lake Oroville Marina L.L.C. will provide to the State of California Department of Parks and Recreation the schematic designs of the new construction.

### Design Development

A detailed design of the new construction items will be completed by Lake Oroville Marina L.L.C. and submitted to the State Department of Parks for approval.

### Overall Schedule

Given the above basic events, the construction will proceed along the lines of a schedule that would result in a final design in early 2010. Lake Oroville Marina will work with the State of California Department of Parks and Recreation to expedite the process so construction can begin in a timely matter.

### Tow and Shuttle Services

Upon award of the new concession contract Lake Oroville Marina will immediately coordinate with California State Parks and Recreation on implementing boat tow services as described in the Request for Proposal.

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# TRANSITION PLAN B

Lake Oroville Marina LLC anticipates purchasing the existing floating facilities and personal property at Bidwell Canyon Marina to accommodate a seamless transition with little or no disruption to the public and the present mooring customers. Lake Oroville Marina LLC will the work with the present concessionaire to transfer reservations and accounting information, moorage customer information, billing information, vendor information, and all other aspect of the facilities needed to continue operations uninterrupted.

Lake Oroville Marina LLC with the assistance from other Forever Resort properties in California has a professional management team that has experience in transitions which prevent any disruptions to the customer base at Bidwell Canyon Marina. We will do our best to rely present employee's experiences and their knowledge to keep services running smoothly.

Lake Oroville Marina LLC will then have to do a comprehensive assessment of all facilities to determine what is within compliance and able to continue on into future operations. Once this has been determine we will work with the state to evelop detailed plans for the disposal and replacement of those facilities that have been determined to have outlived their useful life.

Lake Oroville Marina LLC will work with the stat through approve methods to phase the removal and replacement of new facilities over a period of years determined to be satisfactory and financially feasible.

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# EXHIBIT F – DPR 54, CONCESSIONAIRE'S MONTHLY REPORT OF OPERATION

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

| FOR DEPARTMENT COMPLETION | |
|---|---|
| DISTRICT NO. | PARK UNIT NO. |
| ROC DOCUMENT NO. | |

## CONCESSIONAIRE'S MONTHLY REPORT OF OPERATION

FOR THE MONTH OF _____, YEAR _____

*(Instructions on reverse.)*

| NAME OF CONCESSION | |
|---|---|
| ADDRESS | CITY/STATE/ZIP CODE |
| DISTRICT | PARK UNIT |

| TYPE OF RECEIPT | GROSS RECEIPTS | NUMBER OF UNITS *(WHERE APPLICABLE)* | CUMULATIVE GROSS TO DATE *(CONTRACT YEAR)* | PERCENT RATE OR AMOUNT PER UNIT DUE STATE | AMOUNT DUE TO STATE |
|---|---|---|---|---|---|
| FOOD & NONALCOHOLIC BEVERAGES | | | | | |
| ALCOHOLIC BEVERAGES | | | | | |
| MERCHANDISE | | | | | |
| EQUIPMENT RENTALS | | | | | |
| PAY SHOWERS | | | | | |
| VENDING MACHINES *(SEE REVERSE)* | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| **SUBTOTALS** | | | | | |
| | | | | **ADJUSTMENTS** *(EXPLAIN REASON ON REVERSE)* | |
| | | | | *****TOTAL DUE***** *(EXPLAIN REASON ON REVERSE)* | |

**MAINTENANCE FEES**
*(COMPLETE THIS SECTION IF APPLICABLE)*

| THIS MONTH'S MAINTENANCE FEE ALLOCATION | CUMULATIVE MAINTENANCE FEE ALLOCATION YEAR TO DATE |
|---|---|
| _____ % x **Monthly Gross Revenue = $** | _____ % x **Cumulative Gross Revenue = $** |
| AMOUNT SPENT ON ELIGIBLE MAINTENANCE THIS MONTH | CUMULATIVE AMOUNT EXPENDED ON ELIGIBLE MAINTENANCE YEAR TO DATE |
| $ | $ |

| **SEASONAL CONCESSIONS** *(COMPLETE THIS SECTION IF APPLICABLE)* | EXACT DATE YOU CEASED OPERATIONS | DATE YOU EXPECT TO RESUME OPERATIONS |
|---|---|---|

**DECLARATION**

*I declare under penalty of perjury that the information on this form is accurate and complete to the best of my knowledge.*

| CONCESSIONAIRE'S SIGNATURE | PRINTED NAME | DATE |
|---|---|---|
| TITLE/POSITION | | PHONE NO. |

DPR 54 (Rev. 7/97)(Front)(Excel 11/17/2006) *Original - District; Copy - Northern Service Center*

## EXHIBIT F – *continued*

### DPR 54 COMPLETION INSTRUCTIONS

1. Provide the month and year of operation for which this report is being prepared.
2. Provide full name of the concession and the name and address of the concessionaire, including city, state and zip code.
3. Include all revenue for the month for each appropriate category. For "Vending Machine" revenue, please include the following sources:
   - Ice machines
   - Newspaper vending machines
   - Map and brochure vending machines
   - Grab boxes
   - Firewood dispensers
   - Air compressors
   - Washing machines and dryers

   Do not include the following sources as "Vending Machine" revenue:
   - Park UR Self machines
   - Pay showers
   - Iron rangers
4. Types of revenue that might be recorded on a "per unit" basis include:
   - Petroleum products (per gallon)
   - Group tours (per adult or children's ticket)
5. Complete the "Maintenance Fees" and "Seasonal Concessions" sections of the form if your concession contract requires a maintenance fee allocation and/or if your concession operates on a seasonal basis.
6. Sign and date the form and provide the preparer's title and telephone number.

| COMMENTS/EXPLANATIONS: |
|---|
| |

DPR 54 (Back)

## EXHIBIT G –WAIVER OF LIABILITY AND RELEASE

ACKNOWLEDGEMENT OF RISKS,
RELEASE OF LIABILITY AND AGREEMENT TO ARBITRATE

(Activities)

In consideration for allowing me to participate and engage in the following activity [Insert description of *activity]* (the "Activity") and for the related services provided by [Insert legal name of *Forever* Resorts entity] (the "Resort") as contemplated in this Acknowledgement of Risks, Release of Liability and Agreement to Arbitrate (this "Agreement"), I, the undersigned, hereby agree to the terms and conditions in this Agreement. When used in this Agreement, the terms "I" and "me" refer to the undersigned.

1. Acknowledgement of Risks. I acknowledge that engaging in the Activity may require a degree of skill and knowledge different than other *activities* and that I *have* responsibilities as a participant. I acknowledge that the Resort has taken reasonable steps to *provide* me with appropriate equipment and guidelines for engaging in the Activity, however, I further acknowledge that the Resort and its personnel *have* informed me that the Activity is not without risk. The Resort and its staff *have* been *available* to more fully explain to me, and *have* answered all of my questions regarding, the nature and physical demands of the Activity and the inherent risks, hazards and dangers to myself, property and third parties associated with engaging in the Activity. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this *Activity* and can be the cause of loss or damage to property and equipment, or accidental injury, illness or in extreme cases permanent trauma or death. The Resort *believes* it is important for me to know in *advance* what to reasonably expect and to be informed of the inherent risks in engaging in the *Activity.* The following describes some, but not all, of those risks.

(a) Changing water flow, tides, currents, *wave* action and vessels' wakes; participants may be jolted, jarred, bounced, shaken and thrown to and fro while traveling through white water rapids as well as in calmer waters;

(b) Collision or other *adverse* contact with any of the following: other participants, the *vessel* used in the Activity (the "Vessel") as well as boxes, containers or other equipment on the Vessel, other watercraft and vessels, debris, ice, manmade or natural objects whether they are marked or unmarked, and any other item, obstacle or object that may pose a hazard to me while engaging in the Activity;

(c) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature, and other potentially hazardous conditions;

(d) *Adverse* effects to my sense of balance, physical coordination, visibility, ability to utilize or operate equipment, swim, and/or ability to follow directions, whether caused, directly or indirectly, by any of the inherent risks described herein or otherwise;

(e) Collision, capsizing, sinking, falling *overboard* or other hazard which results in wetness, injury, exposure to the elements, hypothermia and/or drowning;

(f) The presence of insects and marine life forms;

(g) Inadequate warnings or instructions from Resort personnel based upon an incorrect assessment of a participant's fitness or abilities;

(h) Inadequate assessment by Resort personnel of the weather, the elements or the terrain;

(i) Vessel or equipment failure or operator error;

j) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration;

(k) Fatigue, chill, dizziness or other health conditions which may diminish my reaction time or the reaction time of other participants and increase the risk of an accident;

(l) Loose rocks, gravel and/or slippery or other adverse conditions either on or off the Vessel; rafts are very slippery when wet; and

(m) Engaging in the Activity under the influence of alcohol, drugs or other controlled substances greatly increases the risk of injury and I understand that it is strictly prohibited.

2. Assumption of Risks; Insurance; Safety Matters. I am aware that engaging in the Activity entails risk of injury or death to any participant. I understand the description of these inherent risks is not complete and that other known, unknown or unanticipated inherent risks may result in injury or death. I AGREE TO ASSUME AND ACCEPT FULL RESPONSIBILITY FOR THE INHERENT RISKS IDENTIFIED HEREIN AND THOSE INHERENT RISKS NOT SPECIFICALLY IDENTIFIED. My participation in the Activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks. I certify that I am fully capable of participating in the Activity. I further certify that I have adequate insurance to cover any injury or damage caused or suffered while

participating in the Activity, and neither I nor anyone covered under this Agreement has any medical or physical condition that could interfere with the safety while participating in the Activity. I acknowledge that I have been provided a personal flotation device for myself and any other participants in the Activity, [and the Resort has made available for any participant to review a copy of certain relevant local boating and safety requirements.]

3. Release of Liability; Indemnification. Furthermore, I hereby release and forever discharge on behalf of myself, my heirs, assigns, personal representatives and estate and for all members of my family and their representatives (collectively, the "Releasing Group Members"), the Resort and its affiliates (including Forever Resorts, L.L.C., THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS

AND RECREATION (STATE) and all other persons or entities controlling, controlled by or under common control with, Forever Resorts, L.L.C.), their principals, directors, officers, agents, employees, representatives, members, stockholders, owners and volunteers, their insurers and every land owner and/or governmental agency upon whose property the Activity is conducted and their insurers, if any (collectively, the "Releasees") FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL LOSSES, DAMAGES, INJURY OR HARM (INCLUDING DEATH) TO OR BY RELEASING GROUP MEMBERS, AS A RESULT OF THEIR PARTICIPATION IN THE ACTIVITY, UNLESS SUCH LOSSES, DAMAGES, INJURY OR HARM ARE CAUSED BY THE GROSS NEGLIGENCE OF THE RELEASEES. I further agree on behalf of myself and the other Releasing Group Members to indemnify, defend and hold harmless the Releasees from any loss, damage or liability, including attorney's fees and other costs, that result from claims, demands, or causes of action that are related in any way to, or arise from, participation in the Activity, the Resort's related services or facilities, the Vessel or the use, navigation or operation of the same in the Activity or otherwise.

4. Agreement to Arbitrate. If a dispute arises under this Agreement which cannot be resolved by good-faith negotiations, the Resort and I agree that we will WAIVE OUR RESPECTIVE RIGHTS TO TRIAL BY JURY AND RESOLVE OUR DISPUTE BY SUBMITTING THE SAME TO BINDING ARBITRATION in accordance with the commercial rules of the American Arbitration Association and the Resort's Dispute Resolution Policy, a copy of which is attached hereto as Appendix A. In the event arbitration is necessary, the prevailing party shall be entitled to recover costs and expenses of the arbitration, including, but not limited to, attorneys' fees, administrative costs, and any costs and attorneys' fees incurred in executing on or enforcing the arbitration award.

BUTTE COUNTY, CALIFORNIA SHALL BE THE SOLE AND EXCLUSIVE PLACE FOR JURISDICTION AND VENUE FOR RESOLUTION OF ANY DISPUTES UNDER THIS AGREEMENT. This Agreement shall be governed by the laws of the State of California, without regard to its conflict of law principles or rules. This Agreement is subject to the rules, regulations, laws and other requirements applicable to the Resort, including as a STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION concessionaire.

I have carefully read, clearly understand and accept the terms and conditions stated herein and acknowledge that this Agreement, including the release, discharge and indemnification obligations contemplated in this Agreement, shall be effective and binding upon myself and the other Releasing Group Members. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, BOTH THE RESORT AND I ARE WAIVING OR MODIFYING VALUABLE LEGAL RIGHTS, AND BY EXECUTING THIS AGREEMENT, I HEREBY REPRESENT AND AFFIRM THAT I AM AT LEAST [EIGHTEEN (18)] YEARS OF AGE.

Name (Print) _____ Signature _____

Address_____ Date, _____

Telephone _____

The participants below hereby certify that they have read this Agreement and agree to be subject to and bound by the terms and conditions hereof. Each participant further certifies that the representations and statements herein are true and accurate as to such participant.

| Name | Age | Signature of Participant or Parent / Legal Guardian for Minor Children |
|---|---|---|
| _____ | [_____] | _____ |
| _____ | [_____] | _____ |
| _____ | [_____] | _____ |
| _____ | [_____] | _____ |

DISPUTE RESOLUTION POLICY

If a dispute arises relating to any relationship or agreement between or among this Resort and its affiliates (including Forever Resorts, L.L.C., and all other persons or entities controlling, controlled by or under common control with, Forever Resorts, L.L.C.) (collectively, "Forever Resorts") on the one hand, and any agent, vendor, customer, lessee or licensee on the other, or if a dispute arises out of any products or services provided, licensed, leased or sold by Forever Resorts, it is expected that the parties to such dispute (each, a "Partv" and collectively, the "Parties") will attempt in good faith to resolve any such dispute in an amicable and mutually satisfactory manner and in accordance with the provisions of this Dispute Resolution Policy (the "Policy").

If efforts are initially unsuccessful, either Party may serve a notice of mediation ("Notice of Mediation") on the other Party. The Notice of Mediation shall be personally delivered or sent by prepaid, certified first class mail return receipt requested (air mail if international) or by nationally recognized overnight courier service (costs prepaid), and shall be effective on receipt thereof by the Party to whom it is addressed. Proof of receipt shall be a receipt signed by the Party to whom it is addressed, or if the Party is an entity, any officer or responsible official thereof. The Notice of Mediation shall be dated, and without prejudice to any right permitting subsequent modifications, shall specify the claims or issues which are to be subjected to mediation.

IF A DISPUTE CANNOT BE RESOLVED BY MEDIATION, WHICH SHALL IN ALL CASES BE THE FIRST DISPUTE RESOLUTION METHOD ATTEMPTED AFTER RECEIPT OF A NOTICE OF MEDIATION, THE PARTIES AGREE THAT IN ORDER TO PROMOTE TO THE FULLEST EXTENT REASONABLY POSSIBLE A MUTUALLY AMICABLE RESOLUTION OF SUCH DISPUTE IN A TIMELY, EFFICIENT AND COST-EFFECTIVE MANNER, THEY WILL WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AND SETTLE THEIR DISPUTE BY SUBMITTING THE SAME TO ARBITRATION IN

ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND THIS POLICY, EXCEPT THAT ALL PARTIES SHALL BE ENTITLED TO ALL DISCOVERY RIGHTS ALLOWED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE AS THOSE RULES EXIST IN THE UNITED STATES FEDERAL COURT FOR THE DISTRICT OF CALIFORNIA.

The Parties shall attempt to select a mutually agreeable mediator or subsequent arbitrator from AAA's Panel of Mediators and Arbitrators. If, in the case of mediation, no agreement is reached within fifteen (15) days of receipt of the Notice of Mediation, the current Director of Professional Services for AAA responsible for Butte County, California (the "Director") shall serve as the mediator. If: (i) mediation is unsuccessful; (ii) a Party provides to the other Party written notice of intent to arbitrate; and (iii) no agreement is reached within fifteen (15) days of receipt of the notice of intent to arbitrate, then the

arbitrator shall be the Director, or if requested by the Parties, shall be selected by: (x) an arbitrator designated by the Resort from AAA's Panel of Arbitrators; (y) an arbitrator designated by the other Party from

AAA's Panel of Arbitrators; and (z) an arbitrator from AAA's Panel of Arbitrators selected by the two arbitrators designated by the Parties. In all cases, the arbitrator for an arbitration under this Policy (the "Arbitration") shall be from AAA.'s Panel of Arbitrators.

The Arbitration shall be governed by the Federal Arbitration Act,.9 U.S.C. §1 et. seq., and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Either Party may elect to participate in the Arbitration telephonically. Any substantive or procedural rights other than the enforceability of the arbitration agreement shall be governed by the laws of the State of California, without regard to its conflict of law principles or rules.

The Parties further expressly agree that: (i) the arbitrator shall only reach his or her decision by applying strict rules of law to the facts; (ii) THE ARBITRATION SHALL BE CONDUCTED IN BUTTE COUNTY (THE "COUNTY"); (iii) the prevailing party shall be entitled to recover costs and expenses of the arbitration including, but not limited to, attorneys' fees, the cost and expense of administration of the arbitration proceedings, and any costs and attorneys' fees incurred in executing on or enforcing the arbitration award; and (iv) the arbitral award shall be issued in the County.

Except as provided in this Policy, neither Party shall be entitled to commence or maintain any action in a court of law for any matter in dispute that is contemplated herein until such matter shall have been submitted and determined as provided herein and then only for the enforcement of such arbitration award. Notwithstanding the foregoing, either Party may apply to a court of competent jurisdiction in the County to seek injunctive relief before or after the pendency of any arbitration proceeding. The institution of any action for injunctive relief shall not constitute a waiver of the right or obligation of either Party to submit any claim seeking relief other than injunctive relief to arbitration. Judgment upon the award may be entered by the United States District Court for the District of California, or Butte County Superior Court in the State of California, or application may be made to such court for the judicial acceptance of the award and order of enforcement, as the case may be, if the arbitrator's award or decision is not complied with within seven (7) days of the arbitrator's decision.

Except as otherwise provided herein, arbitration shall be the sole and exclusive procedure for resolution of disputes between the Parties, including any disputes that might arise after termination of any agreement, arrangement or relationship to which this Policy would apply.

ACKNOWLEDGED AND ACCEPTED BY:

Signature: _____

Name: _____

Date: _____

## EXHIBIT H - DPR 86, CONCESSIONAIRE FINANCIAL STATEMENT

### LESS EXPENSES

| | | |
|---|---|---|
| Salaries & Wages *(do not include Concessionaire salaries)* | $ _____ | |
| Rent to State | _____ | |
| Insurance | _____ | |
| Materials & Supplies | _____ | |
| Maintenance & Repairs | _____ | |
| Utilities *(including telephone)* | _____ | |
| Advertising | _____ | |
| Taxes & Licenses *(other than income & sales)* | _____ | |
| Legal & Accounting | _____ | |
| Travel & Transportation | _____ | |
| Interest | _____ | |
| Security | _____ | |
| Administrative Overhead | _____ | |
| Depreciation *(equipment)* | _____ | |
| Amortization *(improvements)* | _____ | |
| Other: _____ | _____ | |
| Other: _____ | _____ | |
| Other: _____ | _____ | |
| Other: _____ | _____ | |
| | **TOTAL EXPENSES** | $ _____ |
| | ***NET PROFIT FROM OPERATIONS*** *(before income taxes)* | $ _____ |

DPR 86 (Rev. 4/2003)(Excel 3/31/2005) 1

## EXHIBIT H - *Continued*

### CONCESSIONAIRE FINANCIAL STATEMENT

Page B ________ of ________

| CONCESSIONAIRE NAME | CONCESSION NAME |
|---|---|
| PARK UNIT NAME | REPORTING PERIOD<br>From: ______________ To: ______________ |

**B. SCHEDULE OF DEPRECIATION**

***Columns 5, 8, and 9 must add to the total shown in Column 4. If you need more space to list all equipment, use additional pages and number B-2, B-3, etc. Use reverse side for remarks.***

| DESCRIPTION OF EQUIPMENT (1) | DATE ACQUIRED (2) | CONDITION *(X)* (3) | | ACQUISITION COST (4) | PRIOR YEARS' DEPRECIATION (5) | RATE *(%)* (6) | LIFE YEARS (7) | DEPRECIATION THIS PERIOD (8) | BALANCE TO BE DEPRECIATED (9) |
|---|---|---|---|---|---|---|---|---|---|
| | | New | Used | | | | | | |
| | | | | | | | | | |
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| **TOTALS** | | | | | | | | | |

DPR 86

2

**EXHIBIT H - *Continued***

## CONCESSIONAIRE FINANCIAL STATEMENT

| CONCESSIONAIRE NAME | CONCESSION NAME |
|---|---|
| PARK UNIT NAME | REPORTING PERIOD<br>From: _____ To: _____ |

### C. BALANCE SHEET

**ASSETS**

**CURRENT ASSETS**

| | | |
|---|---|---|
| Cash | $ _____ | |
| Accounts Receivable | _____ | |
| Merchandise Inventory | _____ | |
| Notes Receivable (Less than 1 year) | _____ | |
| **TOTAL CURRENT ASSETS** | | $ _____ |

**NONCURRENT ASSETS**

| | | |
|---|---|---|
| Equipment/Property | $ _____ | |
| Less Depreciation Reserve | _____ | |
| Net Equipment/Property Cost | _____ | |
| Prepaid Expenses | _____ | |
| Other: _____ | _____ | |
| Other: _____ | _____ | |
| **TOTAL NONCURRENT ASSETS** | | $ _____ |
| ***TOTAL ASSETS*** | | $ _____ |

**LIABILITIES**

**CURRENT LIABILITIES**

| | | |
|---|---|---|
| Accounts Payable | $ _____ | |
| S & W Payable | _____ | |
| Short-Term Notes Payable | _____ | |
| Interest Payable | _____ | |
| Short-Term Loan Payable | _____ | |
| Other: _____ | _____ | |
| Other: _____ | _____ | |
| **TOTAL CURRENT LIABILITIES** | | $ _____ |

**OTHER LIABILITIES**

| | | |
|---|---|---|
| Other: _____ | $ _____ | |
| Other: _____ | _____ | |
| **TOTAL OTHER LIABILITIES** | | $ _____ |
| **TOTAL LIABILITIES** | | $ _____ |

**CAPTIAL**

**OWNER'S EQUITY**

| | | |
|---|---|---|
| Capital | $ _____ | |
| Less Personal Drawing | $ _____ | |
| Net Addition | $ _____ | |
| Stockholder's Equity | $ _____ | |
| Other: _____ | $ _____ | |
| **TOTAL CAPITAL** | | $ _____ |
| ***TOTAL LIABILITIES AND CAPITAL*** | | $ _____ |

**EXHIBIT H - *Continued***

## CONCESSIONAIRE FINANCIAL STATEMENT

| CONCESSIONAIRE NAME | CONCESSION NAME |
|---|---|
| PARK UNIT NAME | REPORTING PERIOD<br>From: _____ To: _____ |

### D. STATEMENT OF MONTHLY GROSS SALES/RECEIPTS

| | | | |
|---|---|---|---|
| Jan 20 ___ $ _____ | April 20 ___ $ _____ | July 20 ___ $ _____ | Oct 20 ___ $ _____ |
| Feb 20 ___ $ _____ | May 20 ___ $ _____ | Aug 20 ___ $ _____ | Nov 20 ___ $ _____ |
| Mar 20 ___ $ _____ | June 20 ___ $ _____ | Sept 20 ___ $ _____ | Dec 20 ___ $ _____ |

**TOTAL MONTHLY GROSS SALES/RECEIPTS $ _____**

If the "Total Monthly Gross Sales/Receipts" above does not match the Cash Flow Statement "Gross Sales/Receipts," please explain below.

***The undersigned declares and certifies that the above statement and the attached Cash Flow Statement, Schedule of Depreciation, and Balance Sheet are correct.***

AUTHORIZED SIGNATURE DATE

▶

PRINTED NAME OF PREPARER

## EXHIBIT I - DPR 531, CONCESSION PERFORMANCE RATING

### CONCESSION PERFORMANCE RATING

State of California - The Resources Agency
CALIFORNIA STATE PARKS

| DISTRICT | PARK UNIT | DATE |
|---|---|---|
| CONCESSIONAIRE | TYPE OF CONCESSION | |

| | CATEGORIES<br>*Circle the appropriate points in each category. If category is not applicable, check not applicable (NA) box.* | EXCELLENT (E) | SATISFACTORY (S) | NEEDS IMPROVEMENT (NI) | NONCOMPLIANCE/ UNACCEPTABLE (NON) | COMPLIANCE (COM) | NOT APPLICABLE (NA) | COMMENTS<br>*Explain items which are rated excellent, needs improvement or noncompliance/unacceptable. Make recommendations for correction for NI and NON rating. Attach additional sheets as necessary.* |
|---|---|---|---|---|---|---|---|---|
| ACCOUNTING | RENTAL PAYMENT | 8 | 6 | 2 | 0 | | | |
| | MONTHLY DPR 54 SUBMITTAL | 4 | 3 | 1 | 0 | | | |
| | ANNUAL DPR 86 SUBMITTAL | 4 | 3 | 1 | 0 | | | |
| | MAINTAINS REGISTER JOURNAL/$ TRAIL | | | | 0 | 4 | | |
| | OTHER: | | | | 0 | 4 | | |
| BONDS/INSURANCE | PERFORMANCE BOND | | | | 0 | 4 | | |
| | LIABILITY INSURANCE | | | | 0 | 4 | | |
| | FIRE INSURANCE | | | | 0 | 4 | | |
| | AUTOMOBILE INSURANCE | | | | 0 | 4 | | |
| | OTHER: | | | | 0 | 4 | | |
| CONSTRUCTION | REQUIRED IMPROVEMENTS | | | | 0 | 4 | | |
| | TIME SCHEDULE | | | | 0 | 4 | | |
| | PAYMENT BOND | | | | 0 | 4 | | |
| | OTHER: | | | | 0 | 4 | | |
| USE OF PREMISES | OPERATING DAYS/HOURS | 4 | 3 | 1 | 0 | | | |
| | AUTHORIZED GOODS/SERVICES | 4 | 3 | 1 | 0 | | | |
| | APPROPRIATE SIGNAGE/ADVERTISING | 4 | 3 | 1 | 0 | | | |
| | OTHER: | 4 | 3 | 1 | 0 | | | |
| QUALITY ASSURANCE | GOODS | 8 | 6 | 2 | 0 | | | |
| | SERVICES | 8 | 6 | 2 | 0 | | | |
| | PRICES (COMPETITIVE/POSTED) | 4 | 3 | 1 | 0 | | | |
| | CUSTOMER SERVICE | 8 | 6 | 2 | 0 | | | |
| | OTHER: | 4 | 3 | 1 | 0 | | | |
| | TOTAL POINTS PER COLUMN *PAGE 1 ONLY* | | | | 0 | | | |

## EXHIBIT I - *Continued*

| | CATEGORIES | E | S | NI | NON | COM | NA | COMMENTS |
|---|---|---|---|---|---|---|---|---|
| SAFETY | FIRE SAFETY/PREVENTION | 4 | 3 | 1 | 0 | | | |
| | GAS/ELECTRIC | 4 | 3 | 1 | 0 | | | |
| | GENERAL SAFETY | 4 | 3 | 1 | 0 | | | |
| | OTHER: | 4 | 3 | 1 | 0 | | | |
| FACILITY MAINTENANCE | INTERIOR - HOUSEKEEPING/CLEANLINESS | 4 | 3 | 1 | 0 | | | |
| | INTERIOR - FACILITY MAINTENANCE | 4 | 3 | 1 | 0 | | | |
| | EXTERIOR - HOUSEKEEPING/CLEANLINESS | 4 | 3 | 1 | 0 | | | |
| | EXTERIOR - FACILITY MAINTENANCE | 4 | 3 | 1 | 0 | | | |
| | GROUNDS - HOUSEKEEPING/CLEANLINESS | 4 | 3 | 1 | 0 | | | |
| | GROUNDS - FACILITY MAINTENANCE | 4 | 3 | 1 | 0 | | | |
| | MAINTENANCE PLAN | 4 | 3 | 1 | 0 | | | |
| | OTHER: | 4 | 3 | 1 | 0 | | | |
| INTERPRETIVE PROGRAM *(When Applicable)* | COSTUMES | 4 | 3 | 1 | 0 | | | |
| | MERCHANDISE AND INTERPRETIVE PLAN | 4 | 3 | 1 | 0 | | | |
| | FURNISHINGS AND INTERPRETIVE PLAN | 4 | 3 | 1 | 0 | | | |
| | EVENTS/ACTIVITIES AND INTERPRETIVE PLAN | 4 | 3 | 1 | 0 | | | |
| | IMPLEMENTATION OF INTERPRETIVE PLAN | 4 | 3 | 1 | 0 | | | |
| | OTHER: | 4 | 3 | 1 | 0 | | | |
| | TOTAL POINTS PER COLUMN *PAGE 2 ONLY* | | | | 0 | 0 | | |
| | TOTAL POINTS PER COLUMN *PAGE 1 + PAGE 2* | | | | 0 | | | |

TOTAL POINTS RECEIVED FROM ALL CATEGORIES ( _____ ÷ MAXIMUM POINTS POSSIBLE FOR RATED CATEGORIES _____ ) x 100 = PERCENT RATING #DIV/0!

ARE THERE ANY NONCOMPLIANCE OR UNACCEPTABLE RATINGS IN ANY CATEGORY?* ☐ Yes ☐ No

OVERALL RATING *(Based on percent rating)*

☐ **EXCELLENT***(90% to 100%)* ☐ **SATISFACTORY***(70% to 89%)* ☐ **NEEDS IMPROVEMENT***(60% to 69%)* ☐ **UNACCEPTABLE** *(less than 60%)*

RATER'S SIGNATURE TITLE DATE

RATER DISCUSSED REPORT WITH CONCESSIONAIRE? ☐ Yes. Date: _____ ☐ No

*In signing this report I do not necessarily agree with the conclusion of the rater.*

CONCESSIONAIRE'S SIGNATURE TITLE DATE

***NOTE:** A rating of* UNACCEPTABLE *or* NONCOMPLIANCE *in any category will result in an overall rating of no higher than* NEEDS IMPROVEMENT.

STATE OF CALIFORNIA

# DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (Rev. 12/93)(CA ST PKS, EXCEL 4/9/1999)

## CERTIFICATION

*I, the official named below, hereby swear that I am duly authorized to legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

CONTRACTOR/BIDDER FIRM NAME

Lake Oroville Marina, LLC

FEDERAL ID NUMBER

20-0234277

BY (*Authorized Signature*)

DATE EXECUTED

John Schoppmann, Vice President

PRINTED NAME AND TITLE OF PERSON SIGNING

TELEPHONE NUMBER (*Include Area Code*)

( 480 ) 998-7199, x4645

Vice President

TITLE

7501 East McCormick Parkway; Scottsdale, AZ 85258

CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace,

   (b) The person's or organization's policy in maintaining a drug-free workplace,

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(c), that everyone who works on the proposed contract or grant:

   (a) Will receive a copy of the company's drug-free workplace policy statement, and

   (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

4. At the election of the contractor or grantee, from and after the "Date Executed" and until (DATE) (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.