

SAMPLE CONCESSION CONTRACT

FOR

City and Fallon Hotel Complexes

AT

Columbia State Historic Park

REVISED MARCH 9, 2009

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



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25. EQUIPMENT AND FURNISHINGS

For the purposes of this Contract, “equipment” shall include all apparatus used to support an operation or activity. “Furnishings” shall include all apparatus used to facilitate the comfort and convenience of the consumer. All equipment and furnishings, furniture, accessories and fixtures shall reflect the historic period of the area and harmonize with the natural setting.

A. Maintenance of Furniture, Fixtures and Equipment – Concessionaire shall maintain, replace, repair or otherwise keep all equipment and furnishings as prescribed by the manufacturer in good working order throughout the term of this Contract, such that the Premises, equipment, and furnishings are fully operational upon termination of this Contract.

1) No furnishings or equipment shall be replaced without written approval of the District Superintendent or designee.

2) Any damage to furnishings, fixtures or equipment, including to its appearance and/or function shall be repaired and/or remedied within ten (10) business days of being noted. Any delay to said repair or remedy shall be approved by the District Superintendent or designee.

B. Furniture and Equipment Inventory – An initial inventory of furnishings and equipment shall be provided by State within thirty (30) days of Contract execution. Concessionaire shall maintain this inventory throughout the term of this Contract and shall note on said inventory all additions and deletions to the list including pertinent information on cost, date of purchase, manner of disposal, salvage value, and other information relevant to the management of Premises. Concessionaire and State

acknowledge that equipment and furnishing needs will change throughout the life of this Contract. Concessionaire shall provide a copy of this inventory to State for approval within thirty (30) days of the end of each Contract Year or upon State's request.

1) Sixty (60) days prior to Contract termination, Concessionaire shall at no cost to the State, submit a Pre-Closing Inventory, conducted by a qualified third party, acceptable to the State, for the review and approval of the District Superintendent or designee. All items on the inventory, including but not limited to furnishings and equipment shall be entered and tracked, by the third party, into a State approved database.

2) Concessionaire shall resolve all non-acceptable items on the pre-closing inventory in conjunction with any other transition activities with the new concession contract or concessionaire. Cure of non-acceptable items may include provision of any missing items or replacement of any substandard items or cash payment equivalent to such missing or substandard items. Once approved, no changes to this inventory may occur without State approval.

3) All furnishings, fixtures, equipment, materials, supplies, substitutions, additions, and betterments thereto, whether provided by State or Concessionaire shall be the property of the State and title to same shall vest with the State, except where Concessionaire has obtained written approval from the District Superintendent or designee to allow Concessionaire to retain title to specified personal property purchased and maintained exclusively by Concessionaire for Concessionaire's use in the operation and maintenance of the Premises.

C. Reserved Property - Reserved Property includes historic artifacts and other historic items that relate to integral parts of Premises. Historic artifacts include such items as photographs, manuscripts, architectural drawings, and objects associated with the history of Columbia and that are part of the State's historic collections. Other Reserved Property items include but are not limited to removable architectural fixtures and decorative building elements, including historic signage and panels, movable and built-in furniture, draperies, and landscape features.

1) Concessionaire acknowledges that Reserved Property requires special attention, care, and treatment. Items of Reserved Property left on the Premises and/or

made available to Concessionaire for use in the operation and interpretation of Premises shall be provided by State in accordance with a custody agreement, DPR 928, Museum Collections Loan Agreement attached hereto and made part of this Contract as **Exhibit D**. Said document(s) shall be executed between State and Concessionaire prior to Concessionaire use of Reserved Property or within 30 days following Contract execution.

2) All artifacts used by Concessionaire shall be displayed, used, and maintained in accordance with the guidelines set forth in the State's program for artifact management and the executed custody agreement document(s) reference above. Reserved Property shall be managed in accordance with all other applicable provisions and procedures governing the care and protection of artifacts and historic architectural property.

3) Concessionaire shall maintain a current inventory of all Reserved Property under its care. Concessionaire shall provide this inventory to the District Superintendent or his/her designee for review and approval within thirty (30) days of the start of each Contract Year. Concessionaire shall cure all non-acceptable items on the Reserved Property inventory within thirty (30) days of notice. Cure of non-acceptable items may include provision of any missing items, replacement with in-kind items, or cash payment equivalent to such missing or damaged items.

4) In the event Concessionaire is presented with the opportunity to acquire Columbia-related historic artifacts or movable architectural elements or furnishings by gift or donation, Concessionaire shall direct the source of such items to the District Superintendent or designee for consideration. In the event Concessionaire comes into possession of Columbia-related historic artifacts or movable architectural elements or furnishings by any means during the term of this Contract, such items shall become the property of the State. State shall be so notified immediately to ensure accession of such items in accordance with State's policies and procedures. Accession or disposal of Reserved Property is the sole right of State as governed by applicable statute and regulation.

At no time and in no event shall State be obligated to supply any new or replacement furnishings, fixtures, equipment, or supplies.