

Sample
CONCESSION CONTRACT

FOR

VALLEY STATE PARK CAMPING AND DAY USE AREA CONCESSION

LOCATED IN

Turlock Lake State Recreation Area
McConnell State Recreation Area
George J. Hatfield State Recreation Area
Woodson Bridge State Recreation Area
Brannan Island State Recreation Area

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



Yellow font indicates language to change when contract is finalized.

VALLEY STATE PARKS CAMPING DAY USE
CONCESSION CONTRACT
INDEX

1.	DESCRIPTION OF PREMISES.....	2
2.	CONDITION OF PREMISES.....	2
3.	TERM	3
4.	RENT.....	3
5.	FACILITY MAINTENANCE/IMPROVEMENT ACCOUNT	6
6.	USE OF PREMISES.....	7
7.	FACILITY IMPROVEMENTS.....	10
8.	NATURAL AND CULTURAL RESOURCE MANAGEMENT.....	11
9.	BONDS.....	12
10.	INSURANCE	14
11.	LIABILITY WAIVER	16
12.	ALCOHOLIC BEVERAGES.....	17
13.	CONSTRUCTION AND COMPLETION OF IMPROVEMENTS.....	17
14.	CONTRACT NOTICE	20
15.	RECORDS AND REPORTS.....	21
16.	GROSS RECEIPTS.....	22
17.	RATES, CHARGES AND QUALITY OF GOODS AND SERVICES	23
18.	PERFORMANCE EVALUATIONS AND INSPECTION	24
19.	HOLD HARMLESS AGREEMENT	24
20.	TAXES.....	25
21.	MODIFICATIONS, ADDITIONS, TITLE TO IMPROVEMENTS	25
22.	PERSONAL PROPERTY	26
23.	HOUSEKEEPING AND MAINTENANCE	26
24.	UTILITIES AND SERVICES	29
25.	WASTE MANAGEMENT	29
26.	HAZARDOUS SUBSTANCES.....	31
27.	EQUIPMENT	33

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

59.	APPROVAL OF CONTRACT	50
60.	STATE'S DISTRICT SUPERINTENDENT	51
	EXHIBIT A-1 – PREMISES DESCRIPTION.....	53
	EXHIBIT A-2 – PREMISES MAPS	60
	EXHIBIT B – CONSUMER PRICE INDEX ADJUSTMENT FORMULA.....	69
	EXHIBIT C – CONCESSIONAIRE'S OPERATION PLAN.....	70
	EXHIBIT D – DPR 54, CONCESSIONAIRE'S MONTHLY REPORT OF OPERATION	71
	EXHIBIT E – WAIVER OF LIABILITY AND RELEASE.....	73
	EXHIBIT F – DPR 86, CONCESSIONAIRE FINANCIAL STATEMENT	74
	EXHIBIT G – DPR 531, CONCESSION PERFORMANCE RATING.....	78
	EXHIBIT H – LICENSE/PERMISSION FOR USE OF TRADEMARKS	80
	EXHIBIT I – RESIDENTIAL RENTAL AGREEMENT	83
	EXHIBIT J – DRUG FREE WORKPLACE CERTIFICATION	87
	EXHIBIT K - DPR 191, PEST CONTROL RECOMENDATION.....	88
	EXHIBIT L – DPR 449, MONTHLY ATTENDANCE REPORT	89
	EXHIBIT N – DPR 918, INTERPRETIVE SUMMARY	90
	EXHIBIT O – WATERFOWL HUNTING GUIDELINES AND PERMIT	91

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

CONCESSION CONTRACT

For
Valley State Parks Camping Day Use Concession

Located In
One to Five California State Parks

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 **Concessionaire Name, DBA Fictitious Business Name** of City, State, 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; and

WHEREAS, in response to the State's fiscal budget shortfall, several state parks in the Central Valley have been identified for closure, effective July 1, 2012 and it is in the public's interest to provide continued maintenance, operation and access to those parks;

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 campground and day use area operation concession in **Turlock Lake State Recreation Area, McConnell State Recreation Area, George J. Hatfield State Recreation Area, Woodson Bridge State Recreation Area, and Brannan Island State Recreation Area**, at the location(s) as set forth in **Exhibit A-1** and **Exhibit A-2**, attached to and made a part of this Contract (the "Premises"). The Premises shall be developed and operated for public outdoor recreation purposes in compliance with the provisions of the Land and Water Conservation Fund Act (LWCF).

Possessory Interest

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. Concessionaire is expected to maintain Premises in as good a condition or better as received during the term of this agreement.

(If Concessionaire is expect to operate visitor centers or have access to exhibits, A-V programs, natural history specimens, etc this must be noted here.)

3. **TERM**

The term of this Contract shall be for a period of five (5) years, commencing on the first day of the month following approval by the California Department of General Services. 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 35, Surrender of Premises; Holding Over, of this Contract, 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. **RENT**

Concessionaire shall pay, without offset, deduction, prior notice, or demand, as "Minimum Annual Rent" the following:

Turlock Lake SRA	\$5,200, annually
McConnell SRA	\$3,000, annually
George J. Hatfield SRA	\$400, annually
Woodson Bridge SRA	\$1,200, annually
Brannan Island SRA	\$12,200, annually

or three percent (3%) of gross receipts, or Minimum Annual Rent, as bid, whichever is greater. Should this contract hold-over on month-to-month status after the expiration of the term of this contract, beginning with Contract Year Six (6) and on the first day of each fifth Contract Year thereafter, the Minimum Annual Rent 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.

All rental payments shall be deposited by Concessionaire into a separate Facility Maintenance/Improvement Account ("FMIA"), as set forth in Section 5, Facility

Maintenance/Improvement Account. Concessionaire shall make deposits of Minimum Annual Rent and other payments in lawful money of the United States.

If Concessionaire makes rent deposits into the FMIA by check, draft, or money order and these deposits are returned due to insufficient funds, the State shall have the right, upon written notice, to require that all subsequent deposits of rent made to the FMIA be in cash or by cashier's check or certified check.

Beginning with the fifteenth (15th) day of the month following the commencement of operation, and on or before the fifteenth (15th) 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 D**, 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. Concurrent with such monthly statement, the Concessionaire shall deposit into the FMIA the appropriate rent for the preceding calendar month as prescribed above. If, at the end of the Contract Year, the total of Percentage of Gross Receipts deposited (or due) during that Contract Year is less than the Minimum Annual Rent required for that Contract Year, the difference shall be remitted to the FMIA with the last monthly sales statement for the Contract Year.

Late Payment

Deposits must be completed by Concessionaire on or before the fifteenth (15th) day of the month as described above. Any late deposit shall constitute a breach of contract, giving rise to State's remedies as set forth below. Further, any late deposit 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 rent 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 deposit. 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 deposit.

Any amount due to State, if not deposited 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. Payment of interest shall not excuse or cure any default by Concessionaire.

Extenuating Circumstances/Act of Nature

Upon written request by the Concessionaire to State demonstrating unusual or extenuating circumstances causing the late deposit, 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 Annual 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 at the sole discretion of State.

Rent Due if Termination

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.

5. FACILITY MAINTENANCE/IMPROVEMENT ACCOUNT

In accordance with Section 4, Rent, Concessionaire shall establish and fund a separate interest bearing Facility Maintenance/Improvement Account (FMIA). State shall be listed as one of the holders of the account and may independently withdraw funds. State must approve any Concessionaire withdrawals.

Concessionaire shall prepare an Annual Maintenance Plan (AMP) per park unit to be approved by State. The AMP shall contain costs for maintenance projects. Once approved by the State, the State will authorize FMIA expenditures to finance needed repairs. If FMIA funds are not sufficient, State shall inform Concessionaire which projects will be deferred. Concessionaire may pre-pay for State approved facility improvements using Concessionaire's own funds, in which case, future Minimum Rent payments shall be abated in proportion to the amount expended for the pre-payment of the facility improvement.

Closure of FMIA shall require signature of both Concessionaire and State. The entire sum of Concessionaire's rental payments shall be deposited each month into the FMIA. FMIA funds including all rental payments and interest earned shall be used for Category I and II Maintenance, as defined in Section 23, Housekeeping and Maintenance, or for emergencies as approved by the State. Upon termination of this contract, if all funds in the FMIA are not expended, the unused portion shall be returned to State within five (5) days of written notice by the State.

FMIA funds shall not be expended by Concessionaire for housekeeping activities or repairs to Concessionaire's personal property. If State determines funds have been expended by Concessionaire for purposes other than those approved in writing by State, Concessionaire shall reimburse the FMIA, including any accrued interest, within thirty (30) days written notification by State.

State may elect to receive all or part of the funds in the FMIA for projects in the parks covered by this contract. Within thirty (30) days of written request by State, Concessionaire shall remit requested funds to State.

Concessionaire shall provide State with monthly statements issued by Concessionaire's financial institution holding the account. Within sixty (60) days after the conclusion of each Contract Year, Concessionaire shall provide State with an itemized statement documenting all expenditures from the FMIA for the previous Contract Year. Any account balance, including accrued interest, shall carry over to the next Contract Year.

Within thirty (30) days of Contract termination, Concessionaire shall provide State an accounting of all funds in the FMIA and Concessionaire shall pay any outstanding debt and financial obligations remaining from projects related to this Fund. Any remaining funds in the FMIA shall be immediately transferred to State.

6. USE OF PREMISES

The Premises shall be used by the Concessionaire for the provision of continued operation, maintenance and access for the use and enjoyment of the general public at park units located in the Central Valley areas of the State. Concession facilities may include, but are not limited to day use areas, campgrounds, parking, and picnic areas, as specified in **Exhibit A-1 and Exhibit A-2**. Development and operation of the Premises shall be conducted in accordance with all applicable State general planning principles, State Park and Recreation Commission policies and all federal, state, and local government statutes, laws, and regulations.

The Use of Premises shall be consistent with the State approved Operation 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 is incorporated herein and made part of this Contract as **Exhibit C**. Subsequent modification, if any, of the Operation Plan will need written State approval. At a minimum, operation of Premises shall include the following:

A. Reservations:

1. All reservations made more than 48 hours prior to arrival date shall be taken by the State's statewide reservation service provider.
2. Fees shall be collected by said provider and routed to Concessionaire on a regular basis.

3. Concessionaire may offer reservations on a first-come, first-served basis for all stays occurring within 48 hours of the time of reservation. Concessionaire shall not charge an additional fee for these services.
 4. Reservation requirements may be changed upon written approval by State.
 5. No more than five percent (5%) of campsites may be held off the reservation system. No other campsites may be removed from the reservation system for any period of time without approval by State.
 6. Concessionaire shall comply with State's reservation service contract requirements and State's reservation services rules, policies, and regulations.
- B. Security: Concessionaire shall provide security personnel, as necessary, to ensure the Premises are safe for public use.

Calls for Service

Concessionaire is not expected to provide Public Safety services, but is expected to notify Public Safety agencies (via 911 or other means) or the appropriate entity as necessary.

If Concessionaire is unable to provide security personnel or respond to Calls for Service, Concessionaire may negotiate a separate agreement with State that may include monthly reimbursement to State for a State Park Peace Officer for the provision of patrol and security support services.

- C. Volunteers: Concessionaire may utilize volunteers, such as campground hosts, to meet staffing requirements.
- D. Background Check: Concessionaire will require all concession employees and volunteers in positions of special trust 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.

E. Concessionaire Residence: Concessionaire, hereinafter "Concessionaire Landlord," may occupy available housing to be utilized as a residence for Concessionaire agent or employee of Concessionaire, hereinafter "Tenant," on a month-to-month basis only, upon written approval by the State and execution of a separate written Tenant Agreement between Tenant and Concessionaire Landlord, a sample of which is attached hereto as **Exhibit I**. For purposes of the Tenant Agreement, Concessionaire Landlord shall act as State's agent. In the event Concessionaire Landlord does not act, Concessionaire shall indemnify State to act. Tenant shall maintain the site and areas in, on, or adjacent to the site to a distance of not less than ten (10) feet and Tenant's personal property and equipment on such premises in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or unsightly obstructions of any kind. Tenant shall remedy without delay, upon seventy-two (72) hours of written notice by Concessionaire Landlord or State, any defective, dangerous, or unsanitary conditions. Further, all occupants of said site shall comply with all State Parks policies, rules, and regulations, and shall behave in a professional and courteous manner at all times. Tenant shall be entitled to quiet enjoyment of the premises. Tenant, members of their household, guests or invitees shall not use the premises or adjacent areas in such a way as to (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or resident or park visitor. Violations may result in termination of the residency rights provided herein. Upon sixty (60) days written notice by Concessionaire Landlord or State, Tenant shall vacate the site, remove all personal belongings, and completely restore the site to its original condition as of the execution date of Tenant agreement. Upon

Tenant's failure to vacate the site, Concessionaire Landlord or State shall exercise all its rights and remedies it may have at law including but not limited to removal of Tenant's personal property by the State.

F. Rules and Regulations

Upon written permission by State, Concessionaire may adopt rules and regulations for the use and enjoyment of the Premises by the public, including special events. Any such rules and regulations adopted by Concessionaire shall conform to and be consistent with the rules and regulations adopted by State and generally applicable to the State.

G. Hours of Operation:

1. At a minimum, Concession day use services shall be provided between sunrise and one hour after sunset and shall be open a minimum of 60 days per year, four (4) days per week between Memorial Day and Labor Day, unless otherwise approved by State.

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 to a schedule provided by State. Concessionaire may remain open on other dates, observing same (or longer) hours, at Concessionaire's discretion with the concurrence of State. In the event of adverse weather or other operating conditions, State may permit the concession to reduce operating hours or close at any time during the term of this Contract. Concessionaire shall not use or permit the Premises to be used in whole or in part during the term of this Contract for any purpose other than as herein set forth without the prior written consent of the State.

H. Third Party Rights: The State reserves the right to grant additional leases, easements, or other appropriate right of entry permits to third parties that do not unreasonably conflict with Concession operations.

7. FACILITY IMPROVEMENTS

Upon written permission by State, Concessionaire may improve the Premises by constructing and operating park related facilities that are in compliance with the park's

unit's General Plan. These facilities shall not adversely affect the use and enjoyment of the Premises by the public.

At State's direction, Concessionaire shall be responsible for the implementation of facility improvements, including project planning, development, implementation, execution, and administration of any required construction and shall be responsible for developing the Concessionaires annual plan for facility maintenance/improvement. State may suggest projects/programs for the annual plan. Unless mutually agreed upon otherwise, Concessionaire shall be responsible for obtaining all permits and certifications. State shall identify projects, establish priorities, and approve all program expenditures in advance. Prior to initiating any facility improvement or construction project, and no later than sixty (60) days from the start of each Contract Year, Concessionaire shall meet with each park unit's District Superintendent or designee to review the Concessionaire's annual plan for facility improvements. Subsequent to such meetings, State shall provide Concessionaire with specific written direction for each approved project. All facility improvements shall be completed in accordance with Section 8, Natural and Cultural Resource Management and Section 13, Construction and Completion of Improvements.

8. NATURAL AND CULTURAL RESOURCE MANAGEMENT

Concessionaire must adhere to all natural, cultural and scenic resource regulations as mandated by local, state and federal laws. These include the Federal and State Endangered Species Act, the Historic Preservation Act, and the California Environmental Quality Act, Public Resources Code 5024, 5097, et.seq., and the Secretary of the Interior's Standards for the Treatment of Historic Properties With Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings. Upon written permission by State, Concessionaire may improve the Premises by constructing and operating park related facilities that are in compliance with resource management policies as directed in the park's general plan. These facilities shall not adversely affect the use and enjoyment of the Premises by the public. Consistent with the above:

1. State will continue to be the lead agency for natural and cultural resource program as it has the responsibility for the stewardship of natural and cultural resources under the Public Resources Code and other applicable constitutional and statutory requirements.
2. State will continue to be the lead agency for CEQA review/approval of all natural and cultural resource management projects, including vegetation, wildlife, and other resource stewardship requirements. Concessionaire will work along with STATE and other agencies (Cal Fire) to adhere to the park's wildfire management and fire and suppression plans.
3. Concessionaire agrees to provide access to State Parks employees, contractors, or cooperators to carry out its responsibilities as a landowner and resource manager, including any associated preparation or follow-up activities.
4. Concessionaire will partner with State on appropriate resource management projects with oversight provided by the appropriate State staff, i.e. Environmental Scientists and cultural resource specialists.
5. All natural resources work in the park, and requests for external funding for the management or restoration of natural resources in the park, requires written State approval.
6. Proposed projects that may affect cultural resources must be evaluated and follow the CEQA/PRC 5024 processes and the Secretary of the Interior's Standards for the Treatment of Historic Properties With Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings.

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 operates, 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 6 months of Minimum Annual Rent/unit as bid 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. Beginning with Contract Year Six (6), and on the first day of every fifth Contract Year thereafter, the required bond amount shall be adjusted to reflect changes in the Consumer Price Index (CPI). Such CPI adjustments shall be made in accordance with the procedure identified as **Exhibit B**. 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 hundred dollars (\$500), 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. INSURANCE

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

- 1) Commercial General Liability Insurance: Concessionaire shall maintain commercial general liability insurance 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. Because Concessionaire occupies State structures, liability insurance shall specify fire coverage (damage to rented premises) in an amount equal to the value of the occupied structures.
- 2) Liquor Liability: Where alcohol sales are permitted, Concessionaire shall include liquor liability with limits no less than \$1,000,000.
- 3) Automobile Liability: 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) Accident Insurance: If not State volunteers, Concessionaire shall require volunteers to sign liability waivers and/or maintain Accident Insurance for their volunteers. Waivers and Accident insurance policy language shall indemnify the state for any torts or damages suffered by or caused by the Concessionaire's volunteers.
- 6) 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.

B. 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.

C. 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

D. Concessionaire must provide State with 30 days written notice of changes to insurance policy, including cancellation. 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."

E. 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. **LIABILITY WAIVER**

Concessionaire shall require that a liability waiver, equivalent to the waiver attached hereto as **Exhibit E**, 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 rental or tour. 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 or tour. The liability waiver text shall be pre-printed, and must be signed by every person participating in each rental or tour 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.

12. ALCOHOLIC BEVERAGES

Notwithstanding anything to the contrary, the sale of liquor, beer, or other alcoholic beverages on the Premises is expressly prohibited. Exception to this restriction may be allowed through the special event permit process, as approved by State.

13. CONSTRUCTION AND COMPLETION OF IMPROVEMENTS

A. 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.

B. 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 approved facility maintenance or improvement projects. Such permits may include, but are not limited to, those required under the California Environmental Quality Act (CEQA), Public Resources Code 5024, County Health Department, California Coastal Act, California Building Code, State Fire Marshal, and Secretary of the Interior's Guidelines for Historic Preservation. Any plans to comply with the Americans with Disabilities Act of 1990 (ADA) require written approval from State's

Accessibility Section, in accordance with Section 41, Disabilities Access Laws, of this Contract. 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 five (5) years from Concessionaire's taking possession of the premises, the State shall have the option to terminate this Contract.

D. State Approval/Acceptance of Plans and Work: Concessionaire shall allocate a minimum of thirty (30) days in construction schedules for each required review by State. Concessionaire shall reimburse State for all professional services, including but not limited to architectural, engineering, construction monitoring, inspection, plan review and approval. State will produce records of such costs for review by Concessionaire on a monthly basis. 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. Permission to start construction will not be granted until all required permits and approvals have been secured.

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 a facility improvement plan and/or working drawings

and construction schedule, 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 working drawings, as approved by State, except with concurrence of Concessionaire.

F. Completion of Improvements: Upon State approval of working drawings and receipt of all required permits, licenses, and other approvals, Concessionaire shall commence construction to the facility as described herein, and prosecute the same to completion with all due diligence and within **four (4) months**, unless otherwise agreed to in writing. 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 in County within which work was executed, and identify State as recipient of recorded document; (2) secure Certificate of Occupancy if required by State Fire Marshal; (3) provide State with a complete set of "as-built" plans and updated specifications for all improvements in a format acceptable to State; (4) submit evidence that all improvements are clear of any mechanic's liens; (5) have work certified by a licensed architect or engineer to be in compliance with working drawings as approved by State and all applicable building or other laws, codes, or regulations; (6) secure sign-off for CEQA compliance; and (7) 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 (7) 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 obtained lien releases, filed the Notice of Completion, received Certificate of Occupancy as required, and received written acceptance from the State, subject to all other provisions of this Contract, Concessionaire shall have the right to commence concession business operations.

14. **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: CT-**ConcessionaireName**

CT-**ConcessionContactAddress**

CT-**ConcessionCityState** CT-**ConcessionZip**

CT-**ConcessionairePhone**

State at: Department of Parks and Recreation

CT-**DPRContactLocation**

CT-**DPRContactAddress1**

CT-**DPRContactAddress2**

CT-**DPRContactPhone**

Copy to: Department of Parks and Recreation

Concessions, Reservations & Fees Division, Room 1442-13

P.O. Box 942896

Sacramento, California 94296-0001

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.

15. RECORDS AND REPORTS

Financial Records

Concessionaire shall keep separate true and accurate books and records per park unit 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.

Audits

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's Financial Statement

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 per park unit for the previous calendar year. Such statement shall be submitted on Form DPR 86, "Concessionaire's Financial Statement", attached hereto as **Exhibit F**, 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., including anticipated FMIA expenditures, must be approved by the state before improvements are made.

Monthly Attendance Reports

Concessionaire shall provide STATE with a monthly attendance report per park unit to include a reasonable monthly estimate of the number of visitors and vehicles to Premises. Monthly report shall be submitted to STATE by the 15th day of the following month on a STATE DPR 449, Monthly Attendance Form **Exhibit L**.

Semi-Annual Interpretive Reports

Concessionaire will provide semi-annual reports of participation in interpretive programs, per park unit on a DPR 918, Semi-Annual Interpretive Summary, **Exhibit N**, to the State.

Cash Registers

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-resettable 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.

16. 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.

Reservation deposits shall not be included in gross receipts until the services that relate to the deposit have been rendered by Concessionaire or the reservation has been canceled and the deposit has been retained by Concessionaire in accordance with the deposit policy as approved in advance in writing by the State. Such advance deposits shall be retained in an interest-bearing joint trust account. All earned interest, including interest earned on a reservation deposit, shall be included in gross receipts for the month such earned interest is reported to Concessionaire.

17. 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 concessions 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.

Concessionaire may charge camping and day use fees consistent with State's fees. Rates and fees must be approved in writing by State.

Any increased rates or charges to park visitors proposed by Concessionaire following contract approval shall be submitted in writing for the State's approval. Rate increases may not be imposed retroactively.

For the first contract year, receipts and passes showing that a visitor has paid for current State day use and camping will be honored by Concessionaire as "paid day use" and State will reciprocally honor receipts from Concessionaire. After the first contract year, Concessionaire and State may choose to honor each other's passes/day use receipts, upon mutual agreement.

18. 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 G**, 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.

19. 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, attorney 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.

20. 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.

21. 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.

The Premises as, shown on **Exhibit A-1**, include a state historic facility, as defined in Public Resources Code Section 5024. No alteration, modifications, demolition, or construction, other than those which may be outlined herein, may be commenced without prior written approval from State in accordance with Public Resources Code Section 5024.5.

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.

22. PERSONAL PROPERTY

Except to the extent covered by Section 21, "Modifications, Additions, Title to Improvements", title to all personal property provided by Concessionaire shall remain in Concessionaire. 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.

23. HOUSEKEEPING AND MAINTENANCE

During the term of this Contract at Concessionaire's own cost and expense, Concessionaire shall maintain and operate the Premises and areas in, on, or adjacent to a distance of not less than fifty (50) feet, including personal property and equipment,

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, unsafe, 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, irrigating, 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 and includes:

- 1) Fire clearance around Premises
- 2) Repair or replace a broken door or window
- 3) Minor repairs (less than \$100), such as:
 - a) a damaged fence section
 - b) minor vandalism

B. Maintenance and Repairs: For the purposes of this Contract, the term “maintenance” is defined as all repair and preservation work (that is not housekeeping), necessary to maintain Premises in a good state of repair, as well as to preserve for their intended purpose for an optimum useful life.

1) Category 1 Maintenance Work - Repairs

Category I maintenance work includes all preventive and recurring maintenance which is necessary every year, as well as that portion of regular maintenance activities which recur on two to five year cycles, which falls due during the budget year in question. Category I repairs must be approved by the State and submitted in an annual Category I Maintenance project plan. Once approved, by State, Category 1 Maintenance repairs may be funded from the Facility Maintenance Improvement Account.

The following are examples of Category I Maintenance:

- Paint the exterior and /or interior of a building

- Repair a faulty sewer line
- Patch a surfaced road or grade an unsurfaced road
- Repair a water line or valve

2. Category II Maintenance- Replace

Category II Maintenance includes maintenance work performed on a six or more year cycle and usually includes replacement of all or a substantial portion of a “system”, within facilities or structures. The following are examples of Category II Maintenance:

- Replacing a roof
- Replacing a septic tank or leach field
- Replacing a heating or AC system
- Replacing a majority of a fence line

Category II Maintenance does NOT include replacement of an entire facility, structure, or major infrastructure system such as water, sewer and electrical systems. Category II projects must be approved by the State and submitted in an annual Category II Maintenance project request plan.

“Project approval” by the State is defined as written approval by the District Superintendent with written concurrence of the Field Division Chief or designee.

C. Pest Inspections

Pest inspections shall be performed regularly and may be funded from the FIMA. 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. (Refer to Section 26 “Hazardous Substances” for information on pest control.)

D. Incomplete Repairs/Maintenance

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.

24. 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.

25. WASTE MANAGEMENT

- 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. 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.

26. HAZARDOUS SUBSTANCES

A. Use of Premises: On the Premises, and notwithstanding sections B and C below, Concessionaire, unless otherwise approved in writing by State 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.

B. 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.

C. Hazardous Materials: 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.

D. 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.

E. 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.

F. 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" **Exhibit K**, attached hereto and made a part of this contract (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).

27. 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.

28. 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.

29. 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.

30. INTELLECTUAL PROPERTY RIGHTS

A. 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 electronic media that contain the design or other such files containing such information. Drawings and Project Manuals shall be provided in electronic format using industry standard software and in compliance with State's Guidelines for Construction and Completion of Improvements. 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.

B. 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.

C. 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.

D. 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.

F. The State hereby grants Concessionaire, and Concessionaire hereby accepts non-exclusive, non-assignable permission to use certain trademarks hereinafter referred to "Mark" (such as the California State Parks Logo), created and owned by the State, in accordance with **Exhibit H** License/Permission for use of Trademarks, attached hereto and made part of this Contract and the following terms and conditions:

- 1) Any use of Mark is subject to advance review and approval by State's Representative or designee.
- 2) One copy of any published work or product using the Mark must be provided to State.
- 3) Concessionaire shall not modify or alter the Mark in any way without prior written approval from State.
- 4) A record of each authorized Concessionaire use of the Mark shall be maintained by the District Superintendent or designee.
- 5) State reserves right to terminate Concessionaire's permission to use Mark due to unauthorized use of the Mark, whereupon all rights granted herein shall revert immediately to State.

E. 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 or use of Mark by Concessionaire. Concessionaire shall pay all costs, expenses, losses and damages, judgments and claims including reasonable attorney's fees, expert witness fees and other costs.

31. 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.

32. 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 make timely rent deposits due into the FMIA 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 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.

33. 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 or the maximum legal rate.

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.

On or before 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.

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.

34. 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.

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. 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 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 Section 12900 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. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. TIME OF ESSENCE

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

52. 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.

53. 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.

54. SECTION TITLES

The Section titles and subtitles 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.

55. CONTRACT IN COUNTERPARTS

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

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.

Portions of this concession may be operated by others under a subcontract agreement with prior written consent of State under the following conditions:

- A. The subcontractor 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:**STATE OF CALIFORNIA
DEPARTMENT OF PARKS & RECREATION**

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED:**APPROVED:****ATTORNEY GENERAL:****DEPARTMENT OF GENERAL SERVICES:**

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

**KAMALA D. HARRIS, Attorney General
of the State of California**

By: _____
Deputy Attorney General

Dated: _____

Exhibit A-1 PREMISES DESCRIPTION contains a written premises description for each park unit. (In the final contract, each park will only have one park unit in its Premises Description.)

Exhibit A-2 PREMISES MAPS contains maps showing premises boundaries for each park unit. (In the final contract, each park will only have one park unit in its Premises Description.)

Exhibit O – Waterfowl Hunting Guidelines and Permit

EXHIBIT A-1 – PREMISES DESCRIPTION

The Concessionaire will provide continued public access to the Premises, which includes day use areas, campgrounds, parking, picnic areas, including all structures including restrooms, combination restroom-shower buildings, residences, maintenance shops, administrative buildings, storage buildings, signs and recreational and interpretive facilities for the use and enjoyment of the general public at Turlock Lake State Recreation Area, McConnell State Recreation Area, George J. Hatfield State Recreation Area, Woodson Bridge State Recreation Area, and Brannan Island State Recreation Area.

1. Turlock Lake State Recreation Area

Park unit details available at http://www.parks.ca.gov/?page_id=555. The concessionaire will operate the overnight, day use and recreational facilities of this 228 acre park unit which opened in 1950.

Recreation

The park unit features 26 miles of shoreline and expansive foothill country. From several lookout points, visitors can view the surrounding savannas and some of the cattle ranches and orchards nearby. Lake Road, which separates the campground from the day-use area, offers an excellent perspective of the campground, the river and sloughs, and miles of dredger tailing piles, the by-product of a half century of gold mining. Popular activities at or near the unit include a wide range of recreational opportunities, including camping, picnicking, fishing, swimming, boating and water-skiing.

Camping

A secluded campground offers 63 campsites about one mile from the lake. Each campsite has a stove, table and food locker, and piped drinking water is within a hundred feet. Hot showers and restrooms with flush toilets are nearby. Although no trailer hookups are available, trailers up to 27 feet can be accommodated in the campsites.

Day use

Along the lakeshore are two formal picnic areas, many shade trees, and an irrigated grassy area. Stationary barbecues are nearby. A boat launching ramp and ample parking for boat trailers and cars are also available.

Natural Resources

The rich riparian habitat along the Tuolumne River and adjacent sloughs with their forested banks and tangled underbrush provides a haven for many birds and animals. Over 115 species of birds have been identified along the river. The Tuolumne River's rich riparian habitat boasts some 190 species of flowers, herbs, shrubs and ferns.

Cultural Resources

There is a potentially eligible National Register historic district of Post-WWII Park Rustic buildings, landscape and structures that were designed (1951 – 1954) by Edwin Kelton.

Existing Program:

Concessionaire shall continue a waterfowl hunting access program at Turlock Lake SRA. Details of how the State has operated and managed this program are available in Exhibit O Waterfowl Hunting Guidelines and Permit.

Housing

This unit has:

- Employee Residences
 - Single family home, 3 bdrm, 1 bth, appx. 1400 sq ft. - available
 - Single family home, 3 bdrm, 1 bth, appx 1400 sq ft. - available
- Employee Trailer Pads
 - Zero employee trailers pads
- Host Sites
 - The campground has one Host site with full hookups, including power, water and sewer.

2. McConnell State Recreation Area

Park unit details are available at

<http://www.parks.ca.gov/pages/554/files/McConnellHatfield.pdf>

The concessionaire will operate the overnight, day use and recreational facilities of this 74-acre recreation area which opened in 1950.

Recreation

Several grassy fields offer youngsters ample room to play. While the low, easy summer flow of the Merced River is great for swimming, swimmers should watch out for deep holes. No lifeguard service is available. Anglers can fish for catfish, black bass and perch.

Camping

The park's tree-shaded camping and picnic areas have rock fireplaces, tables and piped drinking water. Two modern restrooms include individual coin-operated shower enclosures.

A single family campground contains 21 campsites, each with food lockers and hibachi-like grills mounted on convenient, waist-high supports.

The park unit has two group campgrounds—one with a 50-person capacity area with two rock fireplaces, a horseshoe pit and a large barbecue with an adjustable grill; and a second with that will accommodate 20 people.

Day Use

The picnic area, overlooking wide, sandy beaches, features shade trees, picnic tables and barbeques.

Cultural Resources

The park contains a National Register eligible Post-WWII Park Rustic historic district consisting of buildings and landscapes.

Housing

This unit has:

- Employee Residence
 - Single family home, 3 bedroom, 1 bath, and approximately 1400 square feet - available.
 - Another similar home is on site but a California State Parks employee will probably be living there during the term of this agreement.)
- Employee Trailer Pads
 - Zero employee pads
- Host Sites
 - One Host site with full hookups, including power, water and sewer.

3. George J Hatfield State Recreation Area

Park unit details are available at

<http://www.parks.ca.gov/pages/554/files/McConnellHatfield.pdf>

The concessionaire will operate the overnight, day use and recreational facilities of this 46.5-acre recreation area which opened in 1953.

Flooding

George J. Hatfield State Recreation Area floods annually, typically during the winter months.

Recreation

Bordered on three sides by the Merced River, the park has more than a mile of river frontage. Visitors may swim and fish in the river, but swimmers should be aware of deep holes. No lifeguard service is available, and the riverbanks are narrow and steep. This recreation area, a less frequently visited unit of the State Park System, provides significant outdoor activities for families and anglers. Spring, summer and fall offer fishing, camping, picnicking, river wading, sunbathing, hiking and nature study.

Camping

A single campground contains 15 campsites that are not defined in an open field. Drinking water and two restrooms with flush toilets are nearby. Campers use self-registration envelopes.

A separate parking lot for the group camp is limited to 20 spaces; the group campground can serve groups up to 40 people. It has a large barbecue pit, sinks, water, work and serving areas, picnic tables and benches.

Day Use

Most of the 10 picnic sites have tables and grills, and are under the shade of a grove of box elders and valley oaks; the parking lot can hold 40 vehicles.

Housing:

This unit has:

- Employee Residences
 - Single family home, 2 bdrm, 1 bth, apprx 1400 sq ft. - available
- Employee Trailer Pads
 - Zero employee pads
- Host Sites
 - No Host site exists, a Host could set up a camp site, but there would not be utilities.

4. Woodson Bridge State Recreation Area

Park unit details are available at http://www.parks.ca.gov/?page_id=459.

The concessionaire will operate the overnight, day use and recreational facilities of this 323.5 acre recreation area which opened in 1959 and includes 18,500 feet of river frontage.

Woodson Bridge State Recreation Area is a beautiful oak woodland park nestled along the Sacramento River between Chico and Red Bluff. Mount Shasta, Mount Lassen, and the Trinity Alps loom in the distance.

Recreation

A boat launch ramp located across the road in the county park makes for easy access to the river for those who enjoy water sports. A broad sand and gravel beach provides the opportunity to enjoy the sun and enjoy the Sacramento River. The park contains 2.63 miles of hiking trails.

Camping

There are two campgrounds:

1. A campground containing 37 campsites and one group site that can accommodate 40 people. A combination restroom contains showers and flush toilets. Two other restrooms only contain flush toilets.
2. Kopta, a boat-in canoe campground, can accommodate 50 boaters comfortably. If desired, concrete picnic table are also available for use in the Kopta campground.

Day Use

The small picnic area has 1 picnic site and a parking lot behind the kiosk for 8 cars. Two other smaller restrooms

Natural Resources

Woodson Bridge Natural Preserve across the river is a significant feature that is only accessible by private watercraft and is NOT operated by Concessionaire nor included as part of the Premises. This 130 acre dense native riparian forest is a winter home to the Bald Eagle and a summer nest site for the Yellow Billed Cuckoo. This jungle like grove displays some of the last remaining riparian habitat to be found in California. Over a hundred plant species have been identified throughout the park; the most prominent is the large valley oak. The California black walnut, Oregon ash, black cottonwood, sycamore, and willow are also plentiful. Beneath the oaks and cottonwoods along the river is a profusion of elderberry, wild grape, and wildflowers in season.

Housing

This unit has:

- Employee Residences
 - No fixed structure homes
- Employee Trailer Pads
 - One pad for a single wide trailer has full hookups--sewer, water, electrical
- Host Site
 - One site in campground with full hookups

Brannan Island State Recreation Area

Park unit details are available at http://www.parks.ca.gov/?page_id=487.

The concessionaire will operate the overnight, day use and recreational facilities of this 336 acre recreation area which opened in 1965.

The recreation area is bordered by the Sacramento River to the west, Three Mile Slough on the south, and Seven Mile Slough to the east.

Current projects include:

1. PGE Easement

A PG&E easement is on the north side of Twitchell Island Road (approximately 2-3 acres). The State is currently working with PG&E on the final clean-up, grading, and re-vegetation of this area. This portion of the park is NOT part of the Premises – PG&E holds the easement.

2. DWR Right of Way

The Department of Water Resources (DWR) is in the midst of planning their tidal gate project, some of which will occur at Brannan Island SRA. State has granted DWR a Right of Way permit and this area is not part of the Premises.

3. Natural Gas Wells

Three natural gas wells are currently operating in the park by a private business through a lease with the Department of Water Resources. These wells and the area around them are not part of the Premises.

Recreation

Winter temperatures range from 45 to 55 degrees; Summer days between 65 to 100 degrees. Cooling Delta breezes often gust to 25 mph, and tides can vary as much as six feet in one day.

Boating and fishing are popular activities and the park unit has a ten-lane launch ramp with parking and nearby restrooms.

Camping

Several types of camping are available:

- Family Camping—Cottonwood and Willow Campgrounds have 102 tent or RV sites with no hookups. The Olympic Loop RV Campground has 12 sites with water and electric hookups. A sanitation station is nearby. A small, hike-in cabin can accommodate four campers.
- Boat-in Camping—Thirty-two slips take boats up to 35 feet long and 10 feet wide.
- Walk-in Camping—These 13 sites have tables, stoves and cupboards. Drinking water and restrooms are nearby.

- Group Camping—Six group sites each hold up to 30 people; larger groups may reserve multiple sites. Sites accommodate RVs up to 36 feet long.

Day Use

Day use activities include:

- Picnicking—Four family picnic areas stretch along Seven and Three Mile Sloughs. Reservable group sites have shade ramadas.
- Swimming—The day-use area has a swim beach. The swim area at Seven Mile Slough is closed to powerboats.

Housing

This unit has:

- Employee Residences
 - No fixed structure homes
- Employee Trailer Pads-Available
 - 2 Mobile Homes
 - Mobile Home, 2 bd,/1 bth, 720 sq ft, about 15 years old with full hookups
 - Mobile Home, 3 bd/1 bth, 1320 sq ft, about 53 years old with full hookups
 - 4 Trailer Pads-Available
 - Trailer Pad, 430 sq ft, about 25 years old, with full hookups
 - Trailer Pad, 430 sq ft, about 25 years old, with full hookups
 - Trailer Pad, 756 sq ft, about 33 years old, with full hookups
 - Trailer Pad, 550 sq ft, about 25 years old, with full hookups

All of the above are at: 17635 State Hwy 160 Rio Vista, CA 94571

- Host Sites
 - No designated host site, however hosts reside in the campground.

EXHIBIT A-2 – PREMISES MAPS

A. Turlock Lake State Recreation Area

B. McConnell State Recreation Area

1. McConnell State Recreation Area (detail)

C. George J. Hatfield State Recreation Area

1. George J. Hatfield State Recreation Area (detail)

D. Woodson Bridge State Recreation Area

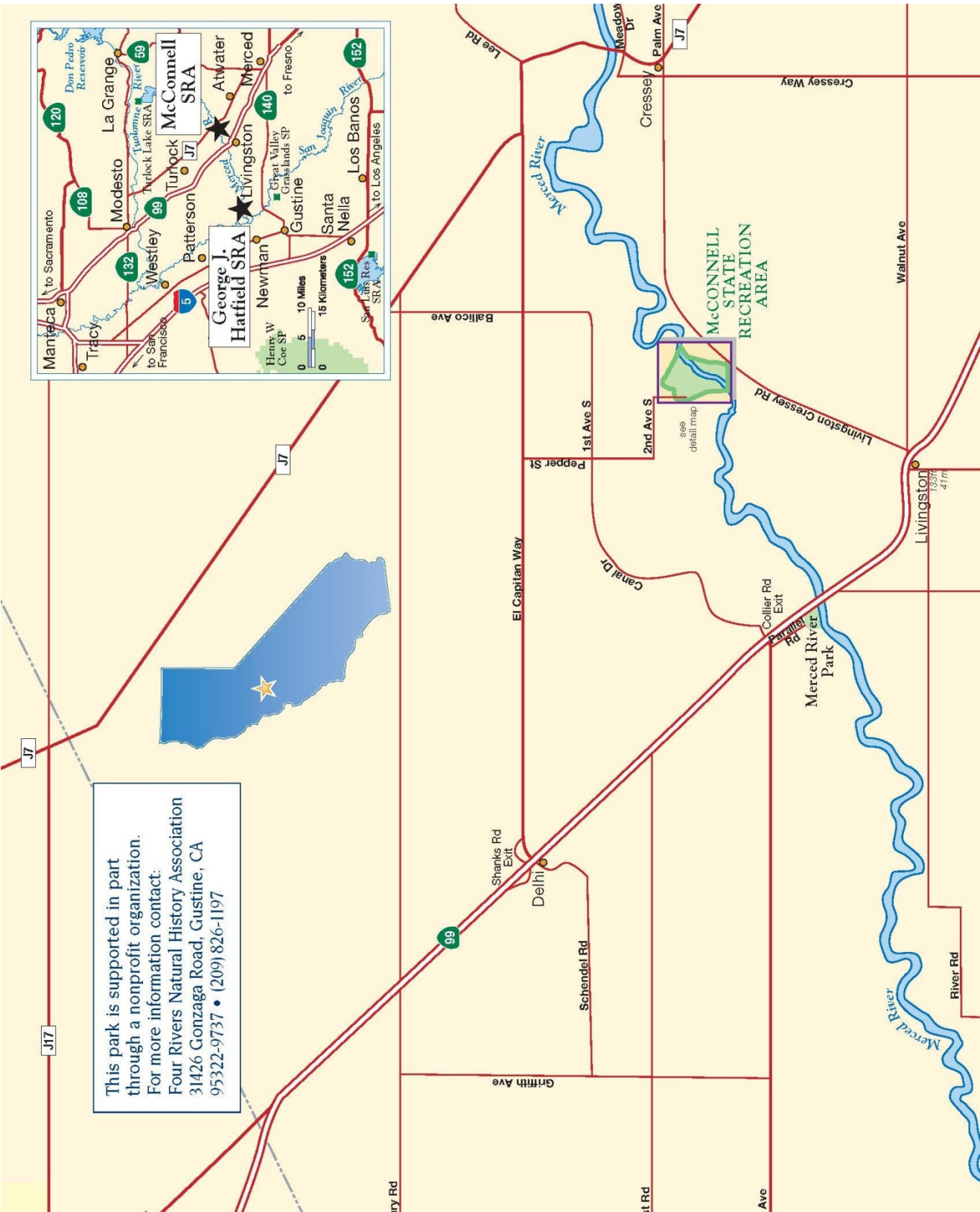
E. Brannan Island State Recreation Area

1. Brannan Island State Recreation Area Campground (detail)

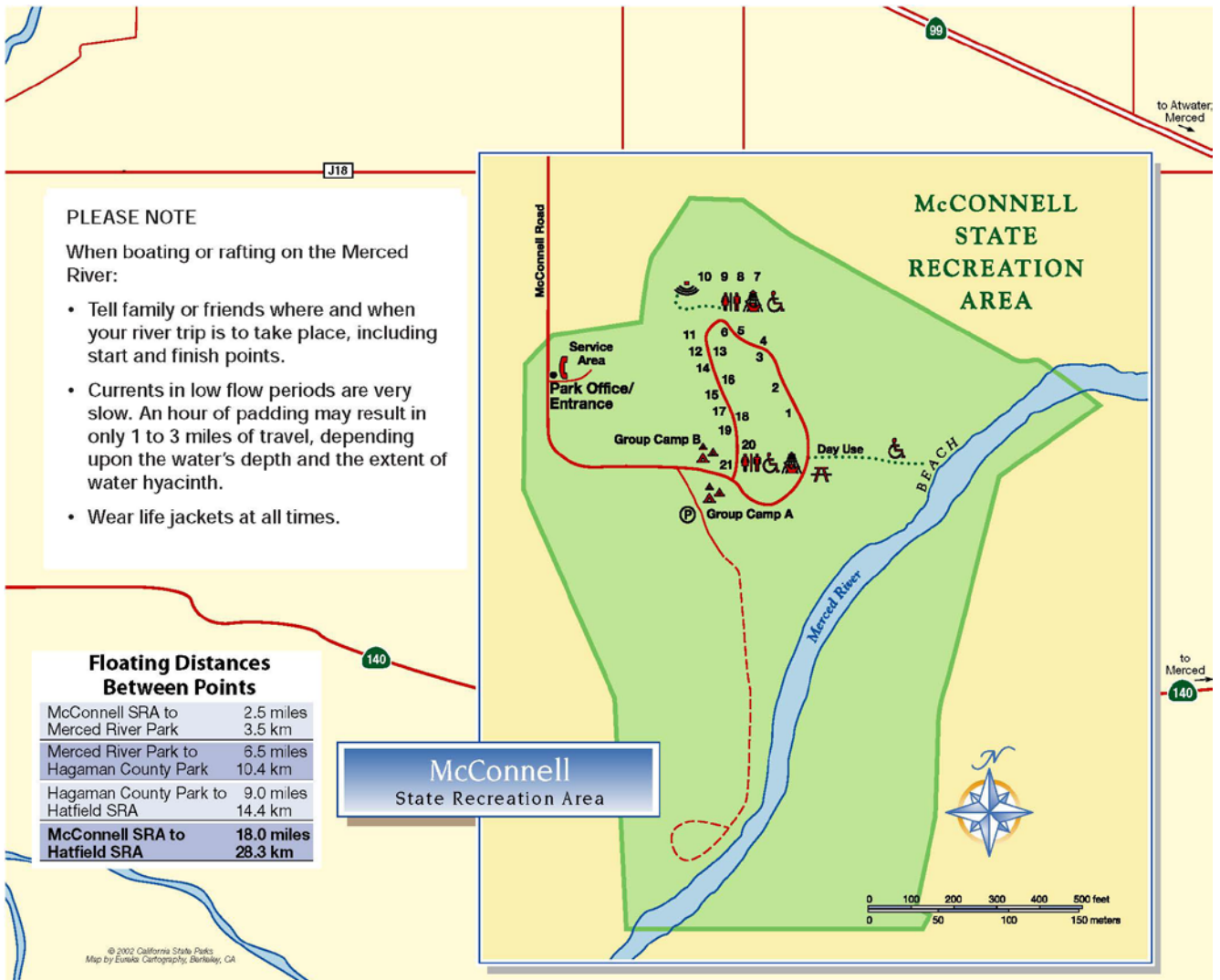
A. Turlock Lake State Recreation Area



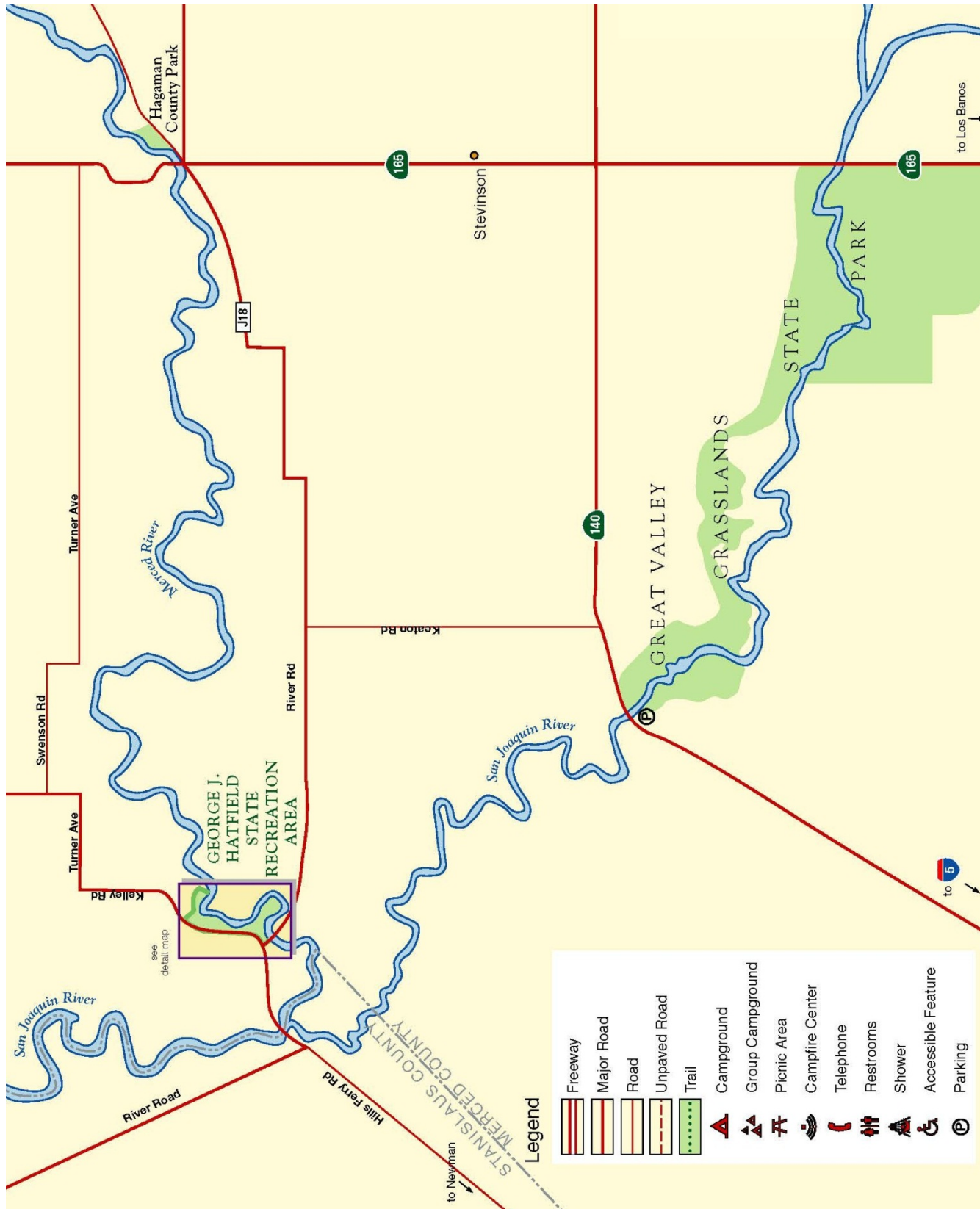
B. McConnell State Recreation Area



B. 1. McConnell State Recreation Area (detail)



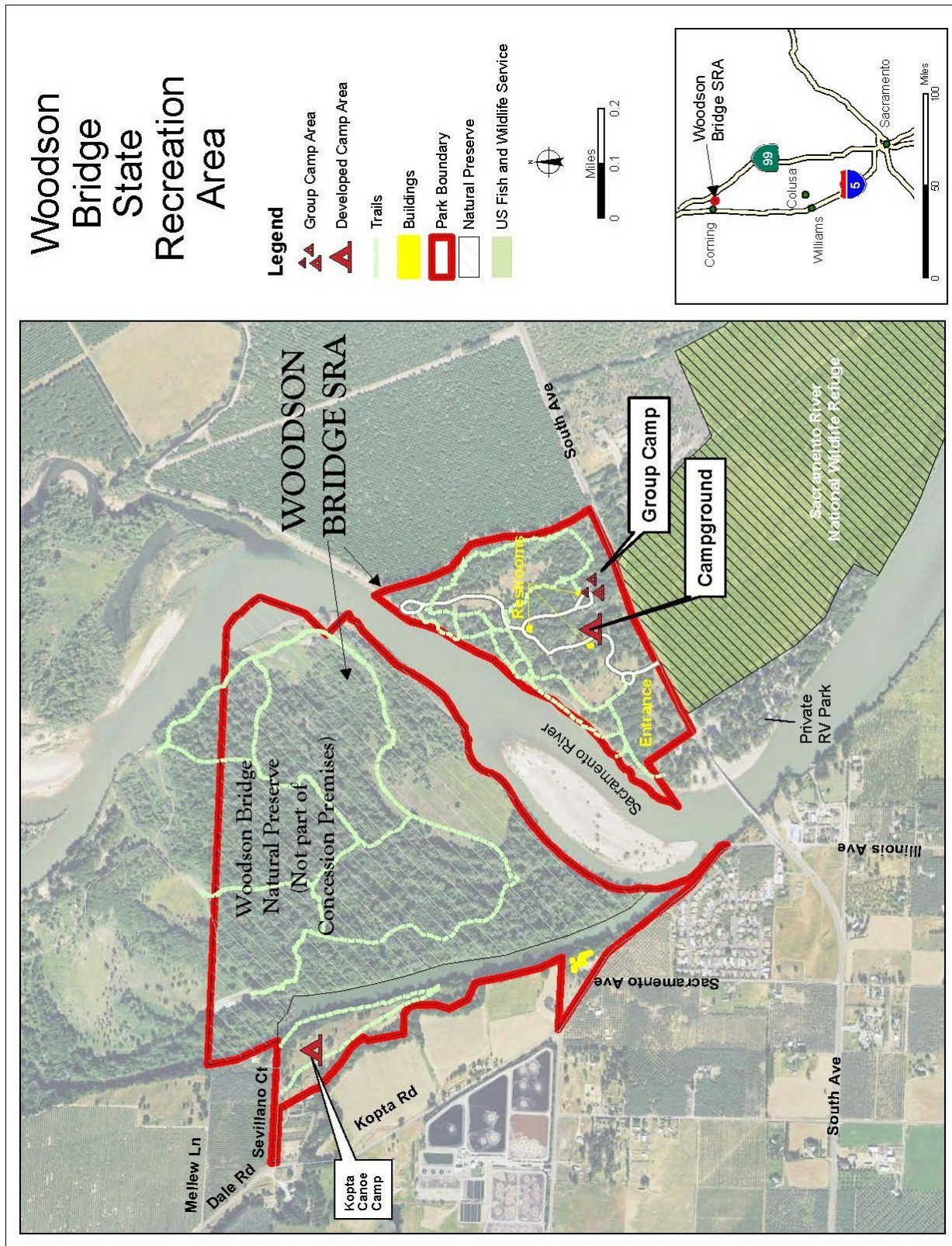
C. George J. Hatfield State Recreation Area



C. 1. George J. Hatfield State Recreation Area (detail)



D. Woodson Bridge State Recreation Area



E. Brannan Island State Recreation Area



E. 1. Brannan Island State Recreation Area Campground (detail)

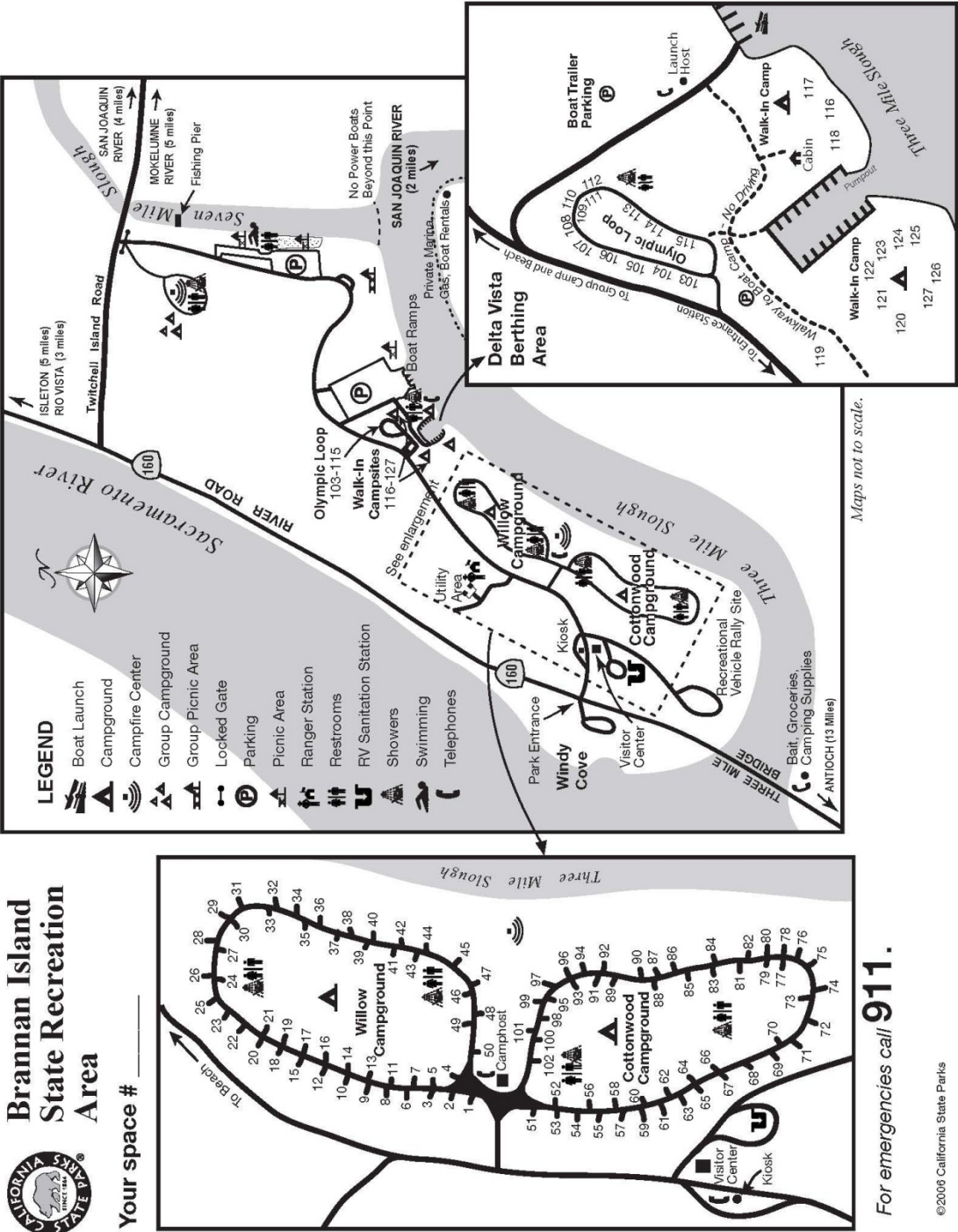


EXHIBIT B – CONSUMER PRICE INDEX ADJUSTMENT FORMULA

Consumer Price Index (CPI) adjustments applied to the \$\$\$ Minimum Annual Rent 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:
$$\frac{\text{"Year End Index"} - \text{"Base Index"}}{\text{"Base Index"}} = \% \text{ Change}$$

Step #2:
$$\% \text{ Change} \times \text{Base Rent} = \text{Adjustment}$$

Step #3:
$$\text{Base Rent} + \text{Adjustment} = \text{New Rent}$$

EXHIBIT C – CONCESSIONAIRE’S OPERATION PLAN

EXHIBIT D – DPR 54, CONCESSIONAIRE'S MONTHLY REPORT OF OPERATION

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CONCESSIONAIRE'S MONTHLY REPORT FOR CLOSED PARK OPERATION

FOR THE MONTH OF _____, YEAR _____

FOR DEPARTMENT COMPLETION	
DISTRICT NO.	PARK UNIT NO.
ROC DOCUMENT NO.	

(Instructions on reverse.)

1) NAME OF CONCESSION Valley State Park Camping and Day Use Area			
2) ADDRESS		3) CITY/STATE/ZIP CODE	
4) DISTRICT		5) PARK UNIT	
Complete one Monthly Report for each park operated. Submit Monthly Reports to the State representative. See reverse for address and routing information.			
7) TYPE OF REVENUE	8) GROSS REVENUE this month	9) MONTHLY ____ % bid	10) \$ Amount due to FMIA/State from Monthly ____ % bid (box 16) x (box 17) = box 18
a. Food & Nonalcoholic Beverages	\$		
b. Merchandise Sales	\$		
c. Equipment Rentals	\$		
d. Special Events	\$		
e. Day Use Fees and Pass Sales	\$		
f. Lodging - Camping, tent cabins, trailers	\$		
g. Marina Operations	\$		
h. Restaurants/Catering	\$		
i. Other:	\$		
(use additional sheets if necessary)			
Gross Revenue	\$	11) 12) ____ % bid	13) \$
ADJUSTMENTS (Box 22 or other, EXPLAIN REASON ON REVERSE)			14) \$
TOTAL Deposited			15) \$
Facility Maintenance/Improvement Account (FMIA)			
FMIA ALLOCATION YEAR TO DATE			
16) Total FMIA revenue deposited year to date \$			
CONCESSIONAIRE \$ EXPENDED ON ELIGIBLE MAINTENANCE THIS MONTH		CUMULATIVE FMIA AMOUNT EXPENDED IN THIS PARK YEAR TO DATE	
17) \$		18) \$	
FMIA BANK LOCATION		MONTHLY BANK STATEMENT ATTACHED:	
19) Account At:		20) Yes	
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. ()	

EXHIBIT D – continued

DPR 54 PC COMPLETION INSTRUCTIONS

Complete a DPR 54 PC for each park unit in which the concessionaire operates.

1. Month and year of operation for report.
2. Name and address of the concessionaire.
3. Insert City, State and Zip Code of concessionaire.
4. Name of the California State Park District the Park is located in.
5. Name of the Park the concession is located in.
6. Routing instructions only. No boxes to complete.
7. - 10. Column label. No boxes to complete.
- 7 a.-l. Include all revenue for the month for each appropriate category.
 - "Food & NonAlcoholic Beverages": gross sales from the sales of food, water and other food products, exclusive of alcoholic beverages
 - "Merchandise": gross sales from merchandise this month, exclusive of vending machines.
 - "Rentals": Include revenue from renting accommodations or equipment (bicycles, kayaks, etc.)
 - "Pay Showers": Include revenue from coin operated shower facilities.
 - "Vending Machine": revenue, include the following sources:
 - Ice machines
 - Newspaper dispensers
 - Map and brochure coin operated dispensers
 - 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
 - dispensers that only require a donation
 - "Special Events": Include revenue from events in the park requiring a permit
 - "Day Use": Include all revenue from Day Use fees and Pass sales.
 - "Camping": Include all revenue from all overnight and camping fees.
 - Other: Include revenue, not included above and describe in cells or in the Comments/Explanations section below.
11. The sum of cells 7a thru 7l.
12. Percentage of gross sales bid in Rental Offer.
13. The product of cell 16 times cell 17.
14. Enter any adjustments that will reduce monthly Amount Due to FMIA Account. Explain below and/or attach additional sheets.
15. Total amount deposited into FMIA this month by concessionaire from this park operation.
16. Enter the sum of all Deposits into FMIA to date, including the current deposit.
17. Enter amount of money concessionaire spent on FMIA eligible maintenance this month.
18. Enter the sum of all FMIA \$ spent in this park, year to date.
19. Enter the name and location where the FMIA is located.
20. Attach monthly bank statement.

Declaration:

Sign and date the form and provide the preparer's title and telephone number.

Submit Original to State at:

Office:	
Address:	
City, CA, Zip	
Attention:	

Submit copy to:

Department of Parks and Recreation
 Concessions, Reservations and Fees Division
 P.O. Box 942896
 Sacramento, CA 94296-0001

COMMENTS/EXPLANATIONS:

EXHIBIT E – WAIVER OF LIABILITY AND RELEASE

Waiver of Liability and Release, Express Assumption of Risk and Indemnity Agreement

I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in the activities that are the subject of this rental agreement. The risks are inherent in these concession activities; still other risks may arise from conditions, situations, or activities of which I am presently unaware. My participation is voluntary and based on my independent assessment of the risks, without reliance on representations or advice by employees or representatives of the Concessionaire, the State of California, or any other person.

In consideration of being granted this rental agreement and the use of concession equipment,

I HEREBY RELEASE, WAIVE, AND RELINQUISH ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE AGAINST CONCESSIONAIRE, AND AGAINST THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION (STATE), ARISING AS A RESULT OF MY PARTICIPATION IN THESE CONCESSION ACTIVITIES, OR ANY ACTIVITIES INCIDENTAL THERETO INCLUDING RESCUE ACTIVITIES; THIS RELEASE APPLIES EVEN IF CONCESSIONAIRE AND/OR STATE IS NEGLIGENT OR OTHERWISE AT FAULT. I ALSO AGREE TO PROTECT, HOLD HARMLESS, DEFEND AND INDEMNIFY CONCESSIONAIRE AND STATE FROM ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING FROM MY CONDUCT; THESE INDEMNITIES APPLY EVEN IF CONCESSIONAIRE AND/OR STATE IS NEGLIGENT OR OTHERWISE AT FAULT.

I understand the effect of my signing this document is that I (1) acknowledge and assume all risk of injury, death, or property damage I might suffer while participating in these concession activities, even if it occurs as a result of the negligence of Concessionaire and/or State or defects in equipment, (2) absolve and release Concessionaire and State from the consequences of their negligence, including without limit, rescue efforts, and defects in equipment, and (3) will protect, hold harmless, indemnify and defend Concessionaire and State against any legal actions or other claims for damages arising from my actions. **I UNDERSTAND THAT I AM FORFEITING IMPORTANT LEGAL RIGHTS AND INCURRING IMPORTANT LEGAL RESPONSIBILITIES.**

I understand that certain minimum skills, capabilities, physical and mental health, and fitness are required in order to participate in dangerous activities such as these concession activities; I warrant that I possess these. I understand and agree that should emergency rescue services or evacuation become necessary, the expenses are my sole responsibility and not those of Concessionaire and/or State or any other public or private entity.

I warrant that I am executing this agreement voluntarily and that neither Concessionaire nor the State has made any representations to induce or coerce me to sign this document. I agree that the terms of this document bind me, my heirs, assigns, executors, and administrators, and expressly and specifically protect Concessionaire and State including, as applicable, their agents, employees, officers, directors, and shareholders.

Printed Name & Address: _____

Signature: _____ Date: _____

Signature of parent or guardian for participant under age 18: _____

Name & Telephone of person to contact for emergencies: _____

EXHIBIT F – DPR 86, CONCESSIONAIRE FINANCIAL STATEMENT

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CONCESSIONAIRE FINANCIAL STATEMENT

CONCESSIONAIRE NAME	CONCESSION NAME
PARK UNIT NAME	REPORTING PERIOD From: _____ To: _____

A. CASH FLOW STATEMENT

GROSS SALES/RECEIPTS

		\$ _____
Less Returned Sales and Allowances	\$ _____	
Less Sales Taxes	_____	
Net Sales for Period		\$ _____
Cost of Goods Sold:		
Inventory at Beginning of Period	\$ _____	
Add Purchases During Period	_____	
Merchandise Available for Sale	_____	
Less Inventory at Close of Period	_____	
Less Cost of Goods Sold		\$ _____
	GROSS PROFIT	\$ _____

LESS EXPENSES

Salaries & Wages (<i>do not include Concessionaire salaries</i>)	\$ _____	
Rent to State	_____	
Insurance	_____	
Materials & Supplies	_____	
Maintenance & Repairs	_____	
Utilities (<i>including telephone</i>)	_____	
Advertising	_____	
Taxes & Licenses (<i>other than income & sales</i>)	_____	
Legal & Accounting	_____	
Travel & Transportation	_____	
Interest	_____	
Security	_____	
Administrative Overhead	_____	
Depreciation (<i>equipment</i>)	_____	
Amortization (<i>improvements</i>)	_____	
Other: _____	_____	
Other: _____	_____	
Other: _____	_____	
Other: _____	_____	
	TOTAL EXPENSES	\$ _____
	NET PROFIT FROM OPERATIONS	\$ _____
	(<i>before income taxes</i>)	

Page B _____ of _____

CONCESSIONAIRE NAME	CONCESSION NAME
PARK UNIT NAME	REPORTING PERIOD 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.

[illegible]**TOTALS**

CONCESSIONAIRE FINANCIAL STATEMENT

CONCESSIONAIRE NAME	CONCESSION NAME
PARK UNIT NAME	REPORTING PERIOD
	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 \$ _____

CONCESSIONAIRE FINANCIAL STATEMENT

CONCESSIONAIRE NAME	CONCESSION NAME
PARK UNIT NAME	REPORTING PERIOD 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 G – 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		EXCELLENT (E)	SATISFACTORY (S)	NEEDS IMPROVEMENT (NI)	NONCOMPLIANCE/ UNACCEPTABLE (NON)	COMPLIANCE (COM)	NOT APPLICABLE (NA)
<p>Circle the appropriate points in each category. If category is not applicable, check not applicable (NA) box.</p>							
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		

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 <i>(When Applicable)</i>	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		PERCENT RATING		ARE THERE ANY NONCOMPLIANCE OR UNACCEPTABLE RATINGS IN ANY CATEGORY?*		
()		÷		x 100 = #DIV/0!		<input type="checkbox"/> Yes <input type="checkbox"/> No		
OVERALL RATING <i>(Based on percent rating)</i>								
<input type="checkbox"/> EXCELLENT (90% to 100%) <input type="checkbox"/> SATISFACTORY (70% to 89%) <input type="checkbox"/> NEEDS IMPROVEMENT (60% to 69%) <input type="checkbox"/> UNACCEPTABLE (less than 60%)								
RATER'S SIGNATURE			TITLE		DATE		RATER DISCUSSED REPORT WITH CONCESSIONAIRE?	
							<input type="checkbox"/> Yes. Date: _____ <input type="checkbox"/> 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.

EXHIBIT H – LICENSE/PERMISSION FOR USE OF TRADEMARKS

License/Permission for Use of Trademarks

A. Logo Use by External Entities: Use of the logo is restricted to State-developed publications and activities, unless the State allows otherwise. Use of the logo by external entities must not be allowed unless use of the logo is consistent with promoting the goodwill of the California State Parks and the State's goals. When the State allows the logo to be used by an external entity on material not copyrighted to the State, the following policies apply:

- 1) Written permission must be granted in writing by the State and the third party entity, confirming the terms and conditions of use. This may be incorporated into an existing contract or agreement or may be crafted as a separate license agreement. Separate license agreements must be approved by the Interpretation and Education Division.
- 2) The logo may not be the most prominent design element (unless the license agreement states otherwise, such as when the logo is used on uniforms and merchandise).
- 3) The logo may not be used in a manner that implies editorial content has been authored by or represents the views or opinions of the State.
- 4) The logo may not be used in any venue that displays adult content, promotes gambling, involves the sale of tobacco or alcohol, or violates applicable law.
- 5) The logo may not be used in a manner that is determined by the State in its sole discretion to be misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable.
- 6) For each specific use of the logo (except in the cases of use by cooperating associations, concessionaires and operating agencies), advance approval must be obtained from the Chief of the Interpretation and Education Division.

B. Visual Display of the Logo: Unless otherwise authorized by the Chief of the Interpretation and Education Division, use the logo only as represented in these Guidelines.

C. Registration Symbol: Because the logo is a trademark registered with the U.S. Patent and Trademark Office, the registration symbol ® must be used in connection with each use of the logo, unless it is infeasible from a design or fabrication standpoint (such as for patches or decals).

D. Logo Components:

1) Do not alter the logo components or use the components of the logo separately. For instance, the bear cannot be used alone or replaced with another element and/or the lettering cannot be used without the bear or replaced with different words.

1) The font used for the text in the logo is Lithos. The text in the logo has been converted so that users do not need to have this font loaded on their computers in order to reproduce the logo.

E. Colors:

1) It is best to reproduce the logo using the Pantone (PMS) colors shown below. When reproducing these colors in four-color process inks (CMYK), or on screen (RGB), the screen tints listed below should be used. The following Pantone colors are used in the design of the logo: PMS 123-Yellow, PMS 281-Blue, PMS 364-Green, PMS 490-Brown, PMS 4715 Brown (outline). The yellow background is a gradation of PMS 123. No other colors may be used in the full-color version of the logo.

PMS 123-Yellow: CMYK: C-0, M-21, Y-88, K-0	RGB: R-253, G-200, B-47
PMS 281-Blue: CMYK: C-100, M-85, Y-5, K-20	RGB: R-0, G-38, B-100
PMS 364-Green: CMYK: C-73, M-9, Y-94, K-39	RGB: R-66, G-119, B-48
PMS 490-Brown: CMYK: C-29, M-85, Y-54, K-72	RGB: R-91, G-43, B-47
PMS 4715-Brown: CMYK: C-13, M-47, Y-43, K-38	RGB: R-150, G-109, B-91

2) Do not convert the full-color logo to gray scale. Instead use the black-and-white version of the logo.

3) Do not copy the full-color logo on a black ink photocopier (except in the case of providing printouts of presentations that use the logo). Instead the black-and-white version of the logo should be used.

4) The logo, in both full-color and black-and-white, may be used on colored paper and fabric.

5) When printing in one or two colors, use the black-and-white version of the logo in a color being used for printing. When printing in two colors, the logo should be printed in the darker of the two colors.

6) When embroidering the logo or screening it onto fabric, use the full-color version of the logo or reproduce the logo in any single color. Do not reproduce the logo in any two- or three-color combinations.

F. Appearance:

1) The logo must always appear clear and crisp. In order to meet this requirement, it should be printed at a minimum of 300 DPI.

2) Do not tilt, skew, or distort the logo.

3) In order to maintain clarity, do not use the logo at a size smaller than 5/8" in diameter.

4) Reproduce the logo only from camera-ready proofs or electronic printing files. Do not redraw or trace the logo.

5) Do not download and use the logo from the Department's web site. It is not suitable due to its low resolution.

G. Placement:

1) Do not crop, overprint, screen or superimpose the logo or print it behind art or copy.

2) To make sure the logo stands out clearly, it must be placed within an area of unobstructed space. This also applies to the placement of the logo relative to the edge of a page or screen. There are two ways to determine the clear zone around the logo:

a) The space must be the height of the letter "l" in the word "CALIFORNIA" in the logo.

b) The space must be approximately 1/8 of the width of the logo. For example, if the logo is 2 inches across, then the clear zone would measure 1/4 of an inch.



EXHIBIT I – RESIDENTIAL RENTAL AGREEMENT

This is intended to be a legally Binding Agreement – Read it Carefully

For purposes of this Agreement, Concessionaire shall act as the California Department of Parks and Recreation's agent. In the event that the California Department of Parks and Recreation ("State" or "DPR") directs Concessionaire ("Landlord") to act in a particular manner with regard to this Agreement and Concessionaire fails or refuses to act in that manner within a reasonable period of time under the circumstances, State shall be authorized to perform any acts that Concessionaire may perform under this Agreement and Concessionaire shall indemnify State to act.

Date: _____

_____, California

Tenant agrees as follows:

1. Landlord rents to Tenant and Tenant hires from Landlord those premises described as _____ together with the following furniture and fixtures: _____

2. The term of this agreement shall be month-to-month commencing on _____. DPR may, on Landlord's behalf, serve Tenant with notice of termination of tenancy.
3. Tenant shall pay monthly rent, \$_____ on the first of each and every month, delinquent the 5th of each month, with a penalty of \$_____ each day thereafter. The rent shall be paid at _____.
4. Tenant agrees to pay upon execution of this agreement, in addition to rent a refundable security deposit of \$_____. The security deposit shall be refunded only if the premises are left thoroughly clean, all items are working and in place and upon full performance of the terms of this agreement by Tenant.
5. Tenant agrees to pay for _____ utilities, except for _____, which shall be paid for by the Landlord.
6. Tenant has examined the premises and all fixtures contained therein, and accepts the same as being clean and in good order, condition and repair.
7. The premises are rented for use only as a residence for a single family and for not more than _____ adults and _____ child(ren).
8. Tenant shall be entitled to quiet enjoyment of the premises. Tenant, members of their household, guests or invitees shall not use the premises or adjacent areas in such a way as to (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or resident.
9. Tenant shall obey all laws and will follow any rules issued by the Landlord. In addition, Tenant shall follow any rules issued by the DPR.

10. Tenant shall keep the premises rented for his exclusive use in good order and condition and pay for any repairs caused by his negligence or misuse or that of his invitees. Landlord shall maintain any other parts of the property and pay for repairs not caused by Tenant's negligence or misuse or that of his invitees.
11. Tenant agrees to: (1) keep the premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which they become aware; and (3) reimburse Landlord, for the cost of any repairs to the premises damaged by Tenant, household members, guests or invitees through misuse or neglect. Tenant acknowledges by signing this agreement, they have examined the premises, including appliances, fixtures carpets, drapes and paint, and have noted their condition on the Landlord/Tenant Checklist. Upon moveout, the premises will again be inspected and conditions noted and acknowledged by signing the Landlord/Tenant Checklist.
12. It is understood that this Agreement may create a possessory interest subject to property taxation and Tenant may be subject to the payment of property taxes levied on such interest. Tenant agrees to pay any possessory interest or other tax levied on such interest. Tenant and Landlord shall indemnify the State of California from any damage or loss arising by reason of such tax or Revenue Taxation Code Section 107.6.
13. Tenant shall not paint or make alterations of the property. Tenant shall not perform automotive work or leave any auto in a state of disrepair. Tenant authorizes the Landlord to tow any vehicle left in a state of disrepair and deduct any costs from the Security Deposit. In addition, Tenant authorizes DPR to tow any vehicle left in a state of disrepair and authorizes Landlord to reimburse DPR by deducting the costs from Tenant's Security Deposit.
14. This lease will terminate if the premises become uninhabitable because of dilapidation, condemnation, fire or other casualty for more than 30 days. Rent will be reduced proportionately if the premises are uninhabitable for any shorter period.
15. With Tenant's permission, which shall not unreasonably be withheld, Landlord or his agent shall be permitted to enter to make repairs, and to show the premises to prospective tenants or purchasers. In an emergency, Landlord or his agent may enter the premises without securing prior permission from Tenant, but shall give Tenant notice of such entry immediately thereafter.
16. Tenant shall not let or sublet or allow anyone to move in to the premises nor assign this agreement or any interest in it without the prior written consent of Landlord.
17. If Tenant abandons or vacates the premises, Landlord may, at his option, terminate this agreement, re-enter the premises and remove all property.
18. Tenant agrees to notify Landlord in the event that they will be away from the premises for _____ consecutive days or more. During such absence Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.

19. Tenant will not change the keys or locks to the premises. In the event Tenant changes the keys or locks, Landlord may gain entry to the property in any manner.
20. Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvement, supply agreed services and show the premises to prospective buyers or tenants. Except in cases of emergency, Tenant's abandonment of the premises or court order, Landlord shall give Tenant reasonable notice of intent to enter and shall enter only during regular business hours of Monday through Friday from 9:00 a.m. to 6:00 p.m. and Saturday from 10:00 a.m. to 1:00 p.m.
21. In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.
22. The Landlord, and anyone designated by the Landlord, to manage the premises are authorized to accept service of process and receive other notices and demands. All such legal papers shall be delivered to the Landlord at the following address: _____

23. The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. (Civil Code Sec. 2079.10a)
24. For the purpose of this agreement "pets" refers to dogs or cats. Domesticated farm animals are prohibited unless specifically authorized by the Landlord or designee. Animals which remain inside the house in a cage, aquarium, or other container, are allowed.

Under the following circumstances the Landlord, Landlord's designee, or DPR may prohibit or limit the number of pets in the premises:

1. Resource management concerns;
2. Residence located in use areas where the pets could interact with the public;
3. Occupation of structures where loss of resources could occur.

When pets are permitted in the premises and associated properties, they are subject to:

- DPR's Department Operations Manual (DOM), Chapter 6, Provisions Limited to Specific Units
- City/county regulations
- State Regulations including Title 2, California Code of Regulations (CCR) Section 4312 Dogs; Animals

The leash provision of 2 CCR Section 4312 is exempted when the pet is within the confines of the yard as identified by residential plot plan as follows:

1. In a fenced yard, the pet may be unattended as long as the confining structure does not permit the pet to escape and the pet does not create a disturbance (A “disturbance” means any unreasonable barking or howling, creating a menace, nuisance or inconvenience to others) or;
2. In an unfenced yard, pets may be off leash while they are under the immediate control of the owner and are not permitted to leave the yard or;
3. In a fenced or unfenced yard, runs or tie downs are permitted as long as the pet does not leave the yard boundaries or create a disturbance.

It is the Tenant's responsibility to keep the yard free of all pet/animal waste.

When Tenant is absent from their residence and pets or animals are left unattended (no responsible person on site) for more than 48 hours, a responsible party shall be identified in advance of the absence to the appropriate supervisor for the park unit in which the residence is located.

Owners shall be responsible for damages to premises or private property caused by their pets/animals.

25. This document, including its attachments, constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant. The failure of Tenant, members of their household, guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.
26. Either party may terminate this agreement in the event of a violation of any provision of this agreement by the other. Either party may also terminate this agreement without reason upon written notice as required by law for month-to-month leases. DPR may, on Landlord's behalf, serve Tenant with notice of termination of tenancy.

Landlord
Date

Tenant	Date
--------	------

Tenant	Date
--------	------

EXHIBIT J – DRUG FREE WORKPLACE CERTIFICATION

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	FEDERAL ID NUMBER
BY (Authorized Signature) 	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ()
TITLE	
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.

EXHIBIT K - DPR 191, PEST CONTROL RECOMENDATION

PEST CONTROL RECOMMENDATION

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

1. PARK UNIT		UNIT NO. 	2. RECOMMENDATION EXPIRATION DATE		
3. LOCATION / ADDRESS TO BE TREATED					
4. SITE OR ITEMS TO BE TREATED			COUNTY		
5. PEST(S) TO BE CONTROLLED (<i>use recognized common name</i>)			5. ACRES OR UNITS TO BE TREATED		
7. NON-PESTICIDE PEST CONTROL (<i>if any</i>)					
8. NAME OF PESTICIDES(S) (<i>common name or trade name</i>)		RATE PER ACRE OR UNIT	DILUTION RATE	VOLUME PER ACRE OR UNIT	
9. METHOD OF APPLICATION <input type="checkbox"/> Air <input type="checkbox"/> Ground <input type="checkbox"/> Fumigation <input type="checkbox"/> Other:					
10. HAZARDS AND/OR RESTRICTIONS					
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Highly toxic to bees <input type="checkbox"/> Toxic to birds, fish and wildlife <input type="checkbox"/> Do not apply during irrigation or when run-off is likely to occur <input type="checkbox"/> Do not apply near desirable plants <input type="checkbox"/> Do not allow to drift onto humans, animals, desirable plants or property <input type="checkbox"/> Keep out of lakes, streams and ponds <input type="checkbox"/> Birds feeding on treated area may be killed </div> <div style="width: 48%;"> <input type="checkbox"/> Do not apply when foliage is wet (<i>dew, rain, etc.</i>) <input type="checkbox"/> May cause some people an allergic reaction <input type="checkbox"/> Corrosive and reacts with certain materials (<i>see label</i>) <input type="checkbox"/> Closed system required <input type="checkbox"/> Restricted use pesticide (<i>California and/or Federal</i>) <input type="checkbox"/> Hazardous area involved (<i>see map and warnings</i>) <input type="checkbox"/> Other (<i>see attachment</i>) </div> </div>					
11. SCHEDULE, TIME OR CONDITIONS FOR THE APPLICATION					
12. SENSITIVE NATURAL OR CULTURAL RESOURCES ADJACENT TO TREATMENT SITE					
13. PROXIMITY OF OCCUPIED DWELLINGS, PEOPLE, PETS OR LIVESTOCK					
14. CRITERIA USED FOR DETERMINING NEED FOR PEST CONTROL TREATMENT					
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input type="checkbox"/> Sweep Net Counts <input type="checkbox"/> Field Observation <input type="checkbox"/> Leaf or Fruit Counts </div> <div style="width: 30%;"> <input type="checkbox"/> Pheromone or Other Trap <input type="checkbox"/> Preventative <input type="checkbox"/> Soil Sampling </div> <div style="width: 30%;"> <input type="checkbox"/> History <input type="checkbox"/> Other: _____ </div> </div>					
15. OPERATIONAL RESTRICTIONS		16. MAP (<i>Sketch</i>)			
<input type="checkbox"/> Worker reentry interval _____ days <input type="checkbox"/> Posting required <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not irrigate for at least _____ days after application <input type="checkbox"/> Do not apply more than _____ applications(s) per season property <input type="checkbox"/> Do not feed treated foliage or straw to livestock <input type="checkbox"/> Plantback restrictions (<i>see label</i>) <input type="checkbox"/> Other (<i>see attachment</i>)		<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 40%;">W</div> <div style="width: 20%; text-align: center;">N</div> <div style="width: 40%;">E</div> </div>			
17. WARNINGS/REMARKS		S			
18. <i>I certify that alternatives and mitigation measures that would substantially lessen any significant adverse impact on the environment have been considered and, if feasible, adopted.</i>					
ADVISOR'S SIGNATURE		DATE		LICENSE NO.	
ADVISOR'S EMPLOYER		EMPLOYER'S ADDRESS			
19. DEPARTMENT APPROVALS					
MAINTENANCE SUPERVISOR (<i>or designee</i>)		MUSEUM COLLECTION SPECIALIST (<i>if artifacts in treatment area</i>)			
RESOURCE ECOLOGIST (<i>if natural resources are affected see item 10</i>)					

EXHIBIT L – DPR 449, MONTHLY ATTENDANCE REPORT

State Of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

MONTHLY VISITOR ATTENDANCE REPORT

☐ Check if park is closed.

MONTH	YEAR
DISTRICT NO.	
PARK UNIT NO.	SUBUNIT CODE

DISTRICT NAME						PARK NAME				SUBUNIT NAME		
D A Y	PAID DAY USE			FREE DAY USE			OVERNIGHT			BOATS	ST PK FOUND.	D A Y
	Vehicle	Non Veh.	# People at Group Sites	Vehicle	Non Veh.	# People at Group Sites	Sites	Other	# People at Group Sites	Launched	# Redeemed	
1												1
2												2
3												3
4												4
5												5
6												6
7												7
8												8
9												9
10												10
11												11
12												12
13												13
14												14
15												15
16												16
17												17
18												18
19												19
20												20
21												21
22												22
23												23
24												24
25												25
26												26
27												27
28												28
29												29
30												30
31												31
TOTAL												TOTAL

CONVERSION FACTORS			NAME
Paid Day Use	Free Day Use	Sites	
CONVERSION FACTOR TOTALS			
Paid Day Use	Free Day Use	Sites	TITLE
			PHONE NO.
			()

EXHIBIT N – DPR 918, INTERPRETIVE SUMMARY

State of California -- The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

DISTRICT

SEMI-ANNUAL INTERPRETIVE SUMMARY

First Half ☐
Second Half ☐
Full Year (Hdq. Only) ☒

PREPARED BY

FISCAL YEAR

INTERPRETIVE ACTIVITY		NUMBER OF PROGRAMS	HOURS OF PRESENTATION (BY CLASS)				TOTAL ATTENDANCE	X AVG PROG. LENGTH (hrs.)	= TOTAL HOURS OF PUBLIC EDUCATION	
			Perm.	Seas.	Vol.	Total				
PRESENTED (formal/led) INTERP. (P)	Campfire programs									
	Hikes, tours, talks, demos, & A-V									
	Junior Rangers									
	Junior Lifeguards									
	SCHOOL PROGRAMS (K-12)	In-park								
		Off-site								
		Env. Living/Studies								
	Living history programs									
	Other interp. special events									
	PRESENTATION TOTALS (P)									
SELF GUIDED INTERP. (S)	Visitor center/Museum visit									
	Self-guided trails & tours									
	SELF-GUIDED ACTIVITY TOTALS									
INTERPRETIVE ACTIVITY GRAND TOTALS (P+S)										

DPR 918 (New 6/95) (Front)

See explanations and instructions on reverse side.

EXHIBIT O – WATERFOWL HUNTING GUIDELINES AND PERMIT

Turlock Lake State Recreation Area Waterfowl Hunting 2011 / 2012 Waterfowl Blind Permit Program

The California Department of Parks and Recreation will again administer the following program that allows waterfowl hunting from floating blinds at Turlock Lake State Recreation Area. Participation in the registration priority drawing is not required in order to obtain a Waterfowl Blind Permit for Turlock Lake. Participation in the registration priority drawing will ensure preference for blind location selection. Individuals using their draw to pin a blind location must be the blind permittee. Transfer of the priority draw number will not be allowed. **All blind locations pinned as a result of the priority drawing must have a duck blind in place on the lake no later than 10/15/11. Permittees not placing their blind on the lake by this date forfeit the pinned location.**

Fee Schedule Summary

A. Drawing Registration	\$ 50.00
B. Waterfowl Blind Permit	<u>\$300.00</u>
Total (Non-refundable)	\$350.00
C. Waterfowl Blind Removal Deposit	\$200.00
(Refundable). <u>Due at the time the blind is placed on the lake.</u>	

Important!
Please note.

1. DRAWING REGISTRATION

The Turlock Lake Waterfowl Blind Permit drawing will be held on Saturday, August 6, 2011, at 10:00 A.M. The drawing will be held at the Turlock Lake State Recreation Area headquarters office. This building is located on the south side of Lake Road, approximately one mile east of the park day use entrance. This drawing will determine priority for waterfowl blind location selection for Turlock Lake. To be eligible to participate in this drawing those interested must:

- a. Complete the blue registration card (a 3x5 card may be substituted) with name, address, phone number, and signature. Registration cards are not transferable and are limited to one per person.
- b. Attach a check or money order in the amount of \$50.00, payable to the California Department of Parks and Recreation. **This registration fee is non-refundable.**

- c. Return the registration card and \$50.00 by mail or in person to:

Turlock Lake State Recreation Area
2600 Lake Road
La Grange, CA 95329

Attention: Waterfowl Blind Permit

- d. All registration materials must be postmarked by July 25, 2011, or hand delivered to the park headquarters by 5:00 p.m., on July 25, 2011.
- e. All registration applicants are required to attend the drawing and be present when the cards are selected. Those not present at the start of the drawing will not be eligible for the prioritized blind drawing. The registration fee will not be refunded. Applicants should be prepared to provide a valid picture identification to verify all registration information.
- f. The Park Superintendent or his/her designee will conduct the random drawing. Registration cards will be assigned prioritized numbers in the order drawn. After the drawing, applicants will choose and mark blind locations in order established by the draw. Applicants must be present during the blind location selection or lose his/her assigned priority. Those interested in a blind location but not registered for the drawing will be allowed to choose blind locations on a first come first served basis after all registered drawing applicants have selected locations.
- g. Applicants must be a minimum of eighteen years of age.

2. ***BLIND PERMIT***

- a. A \$300.00 fee is required for each Waterfowl Blind Permit . The permit fee is non-refundable. An Annual Day Use Pass and an Annual Boat Use Pass will be issued with each Waterfowl Blind Permit which entitles the permittee unlimited entry privileges for one vehicle and one boat. Operators of vehicles and/or boats without the Annual Use passes must be prepared to pay the standard park entry fee (\$10.00) and/or boating fee (\$6.00) each day they enter the park. Additional passes for vehicles and boats may be purchased at the park headquarters. All passes issued are valid for twelve months from the date of purchase.
- b. The permittee shall be responsible for the blind and its occupants for the entire hunting season. The permit is not transferable.

- c. Each permittee will be required to submit a blind removal deposit of ***two hundred dollars***. The removal deposit is due at the time the blind is placed on the lake. The deposit will be returned upon satisfactory removal of the blind by February 28, 2012.
- d. No blind authorized by an active Waterfowl Blind Permit shall be rented, leased, or sold during the period when it is located at Turlock Lake. It is the intent of the State, in conjunction with Stanislaus County ordinances, that permits are for private use only and any commercial use will result in the revocation of the permit and/or other penalties as may be provided by State Park rules and regulations or existing law.
- e. Waterfowl Blind Permits will not be issued for eight consecutive days immediately after the opening day of waterfowl season.
- f. Waterfowl Blind Permit holders must be a minimum of eighteen years of age.

3. ***BLIND CHECK-IN PROCEDURES***

- a. An appointment for the checking-in and removal of a blind is required and must be made with a State Park Ranger at least ***forty-eight hours*** in advance by calling the Park Headquarters phone number (209) 874-2056.
- b. The permittee's blind shall be inspected and the \$200.00 deposit collected by a State Park Ranger prior to placement on the lake. Blinds shall be complete before inspection. Partial blinds will not be allowed on the lake. All blinds presented for check-in shall have the following:
 - All sections of the floating blind, including floats. **Foam floats are to be completely encapsulated to prevent foam from breaking off and floating free.**
 - All anchors that are to be used to secure the blind.
 - The blind number above the entryway.
 - Brush.
- c. The permittee must be present to sign the check-in form.
- d. The permittee must present a valid hunting license with the appropriate waterfowl stamps. The stamps must be permanently affixed and initialed in accordance with state hunting laws.

- e. Placement of authorized blinds will only be allowed between September 10, 2011 through the Sunday prior to the opening day of waterfowl season, and Monday through Friday beginning with the second Monday after the opening day of waterfowl season.
- f. All blinds must be adequately brushed for concealment of hunters and equipment and be structurally safe. A boathouse must be attached to conceal hunter's boats. The inspection check-in form must be signed by a State Park Ranger and the permittee.
- g. The Turlock Lake Waterfowl Blind Permit will contain a "hold harmless" clause.
- h. Blind permit numbers must be prominently posted and clearly visible on the exterior of the blind at check-in and at all times while on the lake. The number will be permanently attached above the doorway.

4. *USE AND MAINTENANCE OF BLINDS*

- a. Once placed, blinds shall not be moved without authorization from a State Park Ranger.
- b. Any floating blind that breaks loose from its moorings must be returned to its assigned location and properly anchored before it can be used for hunting. Any blind that breaks loose from its moorings and poses a threat to persons, structures, or property may be removed immediately by the State at the permittee's expense. The State will not assume responsibility for any damage done to the blind. The State will attempt to notify the permittee / owner in cases of loose blind relocation /removal.
- c. A minimum of three hundred yards between blinds must be maintained. Exceptions may only be approved in writing by the Park Superintendent.
- d. Hunting is permitted only from authorized floating blinds properly permitted by the State. Hunting from boats, islands, or from the shoreline at Turlock Lake State Recreation Area is prohibited.
- e. Hunters will make every effort to retrieve wounded waterfowl. Hunters shall exercise caution and care in the discharge of weapons at all times and shall ensure that the safety and welfare of persons and property are protected.
- f. Cleaning of waterfowl is prohibited within the boundaries of Turlock Lake State Recreation Area.

- g. Each hunter shall possess or be with a person possessing a valid blind permit or have in his/her possession written permission signed by the permittee of the blind from which he/she is hunting.
- h. Any material added or removed from a blind during the course of the season must be approved by a State Park Ranger and added or removed from the check-in form. The permittee must be present to initial any changes on the form. Major alterations to placed blinds are not allowed during the five consecutive days prior to the opening day of waterfowl season.
- i. The State will send a notice to remove a blind to any permittee/owner that is not in compliance with State Park rules and regulations, or with any of the terms of the Turlock Lake Waterfowl Blind Permit. Any violation of rules and regulations or permit conditions may result in forfeiture of blind location and hunting privileges, and revocation of the permit. Permittee shall be responsible to inform persons hunting from his/her blind of such regulations.
- j. If authorized park personnel find that required blind standards have not been met, the permittee shall have forty-eight hours after notification to correct any deficiencies. If deficiencies are not corrected within the forty-eight hours the permit may be revoked. Hunting from the blind will not be allowed until the deficiencies have been corrected and approved in writing by a State Park Ranger.

Note last day
to remove
blind.

5. **BLIND REMOVAL / DEPOSIT RETURN**

- a. Blinds must be completely removed from the lake no later than **February 28, 2012**.
- b. Blind removal must be verified by the permittee and a State Park Ranger and initialed on the appropriate form.
- c. Blinds left beyond **February 28, 2012**, are subject to removal by the State at the permittee's expense. The permittee shall be responsible for all costs of removal exceeding the removal deposit. The permittee leaving a blind or any part of a blind or other hazardous debris within the park boundaries may be subject to legal action.
- d. Failure to comply with removal procedures shall result in the forfeiture of the removal deposit.

6. **OTHER PERMIT CONDITIONS**

- a. Boats must comply with existing boating law and regulations at all times. Failure to comply with safety or registration requirements will result in termination of boating privileges and/or citation.
- b. Daily use fee payments are required upon entry to Turlock Lake State Recreation Area.
- c. Dogs must be on a leash when not assisting with actual hunting activity. Dogs shall not be permitted to pursue or take any wildlife other than waterfowl that is being hunted.
- d. **Possession and/or consumption of alcoholic beverages is prohibited on shore, in boats, and in duck blinds.** (CCR: T-14; 4326 #305-5B)
- e. The park closes at sunset. Boats are not allowed on the lake overnight.
- f. Brush cutting or removal of vegetation is prohibited within park boundaries.
- g. Waterfowl decoys shall be removed from placement at the end of each day. (Amendment 2004-2005)

Contact park staff or call the park headquarters at (209) 874-2056 if you have any questions or need information.

See next page for Waterfowl Blind Permit

**DEPARTMENT OF PARKS AND RECREATION
TURLOCK LAKE STATE RECREATION AREA
2011 / 2012 WATERFOWL BLIND PERMIT**

PERMIT NUMBER _____ GRID _____

_____ is recognized as the PERMITTEE and is hereby authorized to place a waterfowl blind on the designated location at Turlock Lake State Recreation Area.

The PERMITTEE agrees to comply with all the terms, conditions, and procedures contained in the attached Waterfowl Blind Permit Program information package. Receipt of this package is acknowledged by PERMITTEE effective with the issue date of the Waterfowl Blind Permit.

The PERMITTEE agrees to complete responsibility for the blind and its occupants while it is on the lake.

The PERMITTEE agrees to waive 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 permit except claims arising from the concurrent or sole negligence of the State, its officers, agents or the employees. PERMITTEE shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses, or liability costs arising out of the development, construction, operation or maintenance of the waterfowl blind except for liability arising out of the concurrent or sole negligence of State, its officers, agents or employees.

This permit expires February 28, 2012 unless revoked. Permits may be revoked for failure to comply with the rules, regulations, terms, conditions, or procedures listed in the Waterfowl Blind Permit information package.

Permittee Signature	Date:
Permittee Name	Phone:
Address:	City, State, Zip

Permit Fee: \$100.00

Pass Fee: \$200.00 ADU Pass # _____ ADU Boat Pass # _____

Total: \$300.00 Cash _____ Check # _____

Approved:

Park Ranger

Date

-----End of Contract and All Exhibits-----