



CONCESSION PERMIT

Parks, Recreation and Cultural Services Department (PRCS)

NAME: _____ PERMIT # _____
LOCATION: _____ DATE(S): _____

TERMS AND CONDITIONS

SPECIAL CONDITIONS:

TERM: This Concessionaire Permit is valid from _____ to _____.

1 **INSURANCE**

Permittee shall obtain and maintain Commercial General Liability insurance covering premises, ongoing and completed operations, independent contractors' liability and damages for bodily injury, including personal injury or death, and property damage with a limit of no less than \$1,000,000 each occurrence during the term of this Concessionaire Permit. The City shall be named as an additional insured on this policy. The Permittee shall submit to the City a copy of the insurance certificate and relevant endorsement(s) as evidence of insurance coverage acceptable to the City.

2 **HOLD HARMLESS**

The Permittee shall defend, indemnify and hold harmless the City of Shoreline, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the park or park facility for concession purposes or from any activity, work or thing done, permitted, or suffered by Permittee in or about the park or park facility, except for injury or damages caused by the sole negligence of the City of Shoreline.

3 **PARK POLICY**

The Permittee shall comply with general park rules for use, as identified in Shoreline Municipal Code Chapter 8.12.

4 **PERMITS AND LICENSES.**

The Permittee shall openly display this Concessionaire Permit when providing services within a City of Shoreline Park or Facility. Failure to do so may result in expulsion from a City of Shoreline Park or Park Facility. Permittee shall obtain all necessary permits and licenses to legally operate a concession prior to commencing operations in a City of Shoreline Park or Park Facility.

5 **OPERATIONS**

The Permittee shall only sell the type of concession approved by the City and shall only operate the concession activity within location approved by the City of Shoreline for such activity. .

6 NON-EXCLUSIVE USE

This Concessionaire Permit shall not be deemed or construed to be an exclusive right. It does not prohibit the City Shoreline from granting other permits or rights of like nature to other public or private entities, nor shall it prevent the City of Shoreline from using any public place for any and all public use or affect its jurisdiction over any part of them.

7 ASSIGNMENT/SUBLET

The Permittee shall not assign, sublet, or otherwise transfer any right, duties, or privileges accruing from this Concessionaire Permit without the prior written consent of the City of Shoreline.

8 GENERAL CONDUCT/APPEARANCE

The Permittee shall not permit any lewd or immoral conduct of its employees, representatives, volunteers and/or agents in or about areas of the park or park facility in which Permittee operates and guarantees that all persons working for said Permittee shall be neat and clean in appearance. Permittee shall keep all spaces within 75 feet of the concessionaire operation in a clean condition and assure that all bottles, papers and refuse have been picked up or placed in the proper disposal containers provided by the City of Shoreline.

9 UNAUTHORIZED BEVERAGES/ACTIVITIES

No alcohol shall be handled or allowed in or about said assigned park, park facility, and/or space or the premises, and no gambling devices of any kind shall be allowed in or about the assigned park, park facility, and/or space or the premises.

10 USE OF CITY OF SHORELINE EQUIPMENT/UTILITIES

The Permittee shall not use City of Shoreline equipment or electrical or water utilities unless prior written approval has been obtained from the City of Shoreline, Parks, Recreation, and Cultural Services Department.

11 COMPLETION OF OPERATION

Upon completion of operations for each permit period, the Permittee shall clean the concession area to the approval of City's Recreation Superintendent or designee and shall remove all equipment and supplies from the concession area immediately following the event and/or permit period. Failure to do so could result in disposal of said supplies/equipment by City staff, with a service fee charged to the Permittee based upon the City of Shoreline, Parks, Recreation, and Cultural Services Department's standard hourly and/or overtime pay rates.

12 TERMINATION

Failure to comply with any term or condition of this Concessionaire Permit can result in immediate termination of the Permit.

13 FOOD SERVICE

The Permittee is responsible for meeting all County and State applicable laws, ordinance codes, regulations and policies including those of the King County Health Department for the service of food.

14. GOVERNING LAW

This Concessionaire Permit shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Concessionaire Permit shall be King County Superior Court.