

Indiana State Parks  
402 W Washington St, Rm W298  
Indianapolis, IN 46204

## CONCESSION OPPORTUNITY (SECOND) ANNOUNCEMENT

### A Business Opportunity for Operating the Pool Snack Bar Food Concession at Prophetstown State Park

Tippecanoe County, Indiana



### Mission

*The mission of Indiana State Parks is to conserve, manage, and interpret our resources while creating memorable experiences for everyone.*

### Vision

*The vision of Indiana State Parks is excellence in stewardship, recreational diversity, interpretation, service, and growth resulting in unique places that people respectfully use, enjoy, and cherish.*

## The Setting

Prophetstown State Park sits at the edge of a tallgrass prairie that greeted American Indians and European settlers who first lived in what is now northwestern Indiana. A vast sea of tallgrass stretched as far as the eye could see. Small, open oak woodlands dotted the prairie landscape. Steep, narrow bluffs dropped to connecting rivers.

Located where the Tippecanoe River meets the Wabash near the town of Battle Ground northeast of Lafayette, Prophetstown is Indiana's newest state park, having opened in 2004 and ensuring every Hoosier was within an hour's drive of a state park.

Because of the diverse landscape, native people called this land home and were willing to fight to stay. Prophetstown State Park is named for the village located between the rivers established by two Shawnee brothers in 1808. Tenskwatawa, also known as The Prophet, was the spiritual leader of the tribal community. His brother, Tecumseh, commanded the settlement's war efforts. The brothers led their group there from Ohio after pressure from white settlers had forced them to leave. Tecumseh believed the only way to repel the advance of European settlement was to form an alliance with other tribes. More than 14 tribes set aside centuries-old disputes in an effort to stop their common enemy.



William Henry Harrison, then governor of the Indiana Territory, was alarmed by the numbers settling at Prophetstown. He moved 1,200 troops near the site of Prophetstown. The people of Prophetstown, wanting to avoid a fight, yet fearing an attack, decided to strike first in the early morning hours of Nov. 7, 1811. Called the Battle of Tippecanoe, the fighting lasted just two hours. The villagers withdrew through the marsh back to Prophetstown, then fled to Wildcat Creek. Harrison's men burned Prophetstown to the ground.

The park's namesake, Prophetstown, is just one piece of cultural history from this land. Prophetstown is equally rich in natural history and geologic history. Over time, this land has been shaped by ice, water, fire and human hands.

The glaciers made their mark first. Vast quantities of ice moved slowly across this place at least three times, carving the land into gently rolling topography. As the ice receded, rocks carried from the northern part of our continent were left behind. These range in size from large boulders called glacial erratics to the abundant gravel and sand deposits mined commercially today. As the ice melted, river channels and streams formed. Some waterways formed on the surface. Others became the basis of ample groundwater supply below the surface. A gravel and soil "dam" holding back glacial Lake Maumee, north of what is now Fort Wayne may have burst,



cascading water southwest. This affected the flow and direction of the Wabash River and further carved the landscape. The Tippecanoe River meets the Wabash just upstream from the state park, creating a seasonal wetland that is now an attractive stopping place for shorebirds and waterfowl.

A unique glacial feature of the park is the presence of fens, a type of wetland created when groundwater rich in calcium seeps from a slope and runs downhill. Rich soil formed over the glacial deposits. The climate was right for the development of vast prairies. Wildflowers flourished among the grasses. Plants dried quickly each season, and fire, generally caused by lightning, released nutrients stored in the massive quantity of flower and grass stems.



Native people learned to use fire to maintain the prairie landscape for hunting. European settlers discovered the rich soil's capacity for growing corn and wheat. Today, the region is part of "America's breadbasket." Original remnants of the tallgrass prairie are found only in cemeteries and along railroad tracks, where soil was left unturned.

Restoring the prairie is a vital part of the mission at Prophetstown. Each year, a few more acres of soil are replanted with a vast array of native grasses and wildflowers. Many of the wildflowers start in the greenhouses located at the park office. Eventually, as much as two-thirds of the park will resemble the landscape seen by our ancestors. We also are removing non-native trees and replanting oaks and other species that were found along river bluffs and in the open woodlands, often called savannas.



Prophetstown receives an estimated 500,000 visits annually.

## Park Activities

Native American Village

Aquatic Center

Lazy River Float Area

Tube Slide

Body Flume Slide

Basketball Activity Area

Zero-Entry Shallow Pool & Play Features

Snack Bar Concession Stand

The Farm at Prophetstown

Not-for-profit Partnership

1920s Farm Homestead

Education, Sustainable Agriculture

Heirloom Gardening, Homesteading Arts

Farm-to-Table Cooking

Visitor Center / Gift Shop

Interpretive Naturalist Services

Picnicking / Picnic Shelters

Hiking Trails

Paved Accessible Multi-Use Trail

Playgrounds

Camping

Full Hookup [55 sites]

Electric [55 sites]

Water Fill / Dumping Stations



## Gate Fees

Indiana State Parks has a philosophy of user fees and has collected gate fees ever since its inception in 1916. Gate fees not only provide self-generated revenue from users, but gate operations also provide a form of property security.

Currently, the gate fees at Prophetstown State Park are \$8.00 per vehicle with an Indiana license plate, and \$10.00 per vehicle with an out-of-state license plate. This rate is subject to change at any time, with approval of the Indiana Natural Resources Commission. Once a guest pays the entrance gate fee, or shows an annual entrance pass, they are allowed to use other services in accordance with property rules and regulations. If there are charges for other services in the park, guests are required to pay for these charges in addition to entrance gate fees.

Guests with camping reservations pay an entrance gate fee (*or show their annual entrance pass*) upon initial entry into the property and receive a camping reservation hang tag upon check-in; this camping reservation hang tag allows overnight guests to enter the property without paying additional gate fees for the duration of their camping stay. Only registered campers are allowed entry into the park after 11:00 PM.

Employees reporting for work and commercial vehicles making deliveries or providing service and maintenance to the park and its facilities and concessions, do not need to pay the entrance gate fee, but must identify themselves and sign in at the gate house. Employees wishing to use the property facilities on personal time will be required to pay the daily gate fee or present an annual entrance pass.

## I. The Offering

This is a Concession Opportunity Announcement offered by the Indiana Department of Natural Resources. This announcement solicits expressions of interest from all persons who wish to be considered for operating the Aquatic Center Snack Bar Food Concessions within Prophetstown State Park.

The Department of Natural Resources (DNR) requests that all persons—*individuals, corporations, or partnerships*—interested in operating this Concession submit a proposal to the DNR in the manner described in this announcement.

This announcement is intended to publicize the availability of the contracting opportunities described herein. This is not an *Invitation to Bid*, nor is it a *Request for Proposal* under the Indiana Procurement Code. The State of Indiana creates no obligation, expressed or implied, by the issuance of this announcement or by the receipt of any proposals requested herein. The award of any contract, as a result of this announcement, shall be at the sole discretion of the issuing agency. Neither this announcement nor any proposal submitted in response hereto are to be construed as legal offers.

### **Prophetstown**

### **Pool Snack Bar Food Concession**

### **Revenue History**

2022	\$ 72,804	
2021	\$ 45,610	
2020	\$ 0*	*Aquatic Center closed due to State health dept. COVID guidelines
2019	\$ 79,500	
2018	\$ 76,337	
2017	\$ 65,349	

## II. Services to be Provided

### **Pool Snack Bar Food Concession**

The Concession Operator shall provide prepared and pre-packaged foods, snacks, beverages, and other items as are appropriate in the operation of this type of concession.

The operating season for the pool concession is the Saturday of Memorial Day Weekend through Labor Day, open daily 11:00 a.m.—7:00 p.m. Beginning mid-August, the aquatic center is open only Saturdays and Sundays (closed weekdays) when local schools resume classes reducing the availability of certified lifeguards and staff. The final day of the season is Labor Day.

Operations offering food concessions—even those selling pre-packaged food & beverages—must be registered as a Retail Food Establishment with the Indiana Department of Health and are subject to State health code regulations and inspections. The operator or manager designee is encouraged to obtain ServSafe Manager Food Certification (or

*comparable certification*), train all staff in food safety practices, and ensure that a certified manager/supervisor is available during operating hours.

The DNR reserves the right to accept or reject any item offered for sale by the concession, if it is felt that the item is either harmful or of a questionable nature. It is suggested that merchandise, apparel, and souvenirs be nature-oriented, promote outdoor recreation, and support natural resources and conservation.

If vending is specified as part of the Concession Agreement, machines must be kept serviced and clean. If a machine breaks down, it must be repaired and fully operational within 24 hours of service request.

If firewood is specified as part of the Concession Agreement, it should be of high quality, properly seasoned, certified pest free, and bundled and labeled indicating the amount of firewood. All firewood must adhere to the policies set forth under the Indiana DNR Firewood Rule.

The attached EXAMPLE ONLY Exhibit A – Concession Agreement details specific duties, responsibilities, and other areas, such as prohibited items and reporting requirements; therefore, it is suggested that all potential bidders become familiar with this agreement and how it may affect the proposal.

### **III. DNR Concession Agreement**

The DNR Concession Agreement is expected to be awarded based upon the proposals submitted in response to this announcement. The Agreement will be for a minimum of one (1) year and a maximum of four (4) years, covering the 2023-2026 contractual seasons.

DNR expects that the Agreement will be fully negotiated and available for execution on or before April 1, 2023. The Agreement will require that the concession operator be prepared and available to commence operations on or before May 27, 2023.

Depending upon the nature of the concession and the circumstances of the operator, the State may require that the operator post a performance bond or other assurance of performance.

Under the Agreement, the operator will be required to provide and secure all supplies, equipment, merchandise, services, employees, and other resources needed to successfully operate the concession. The availability of State-owned equipment for use by the concession operator varies by property and concession.

**It is strongly recommended proposers contact the Property Manager (\*see following contact info) and make arrangements for viewing the layout of the concession area and facility building(s) prior to submitting a proposal.**

Jason Getz  
Property Manager  
Prophetstown State Park  
Office: 765-567-4919  
Email: [jgetz@dnr.in.gov](mailto:jgetz@dnr.in.gov)

## IV. Proposal Submission

All persons who desire to be considered for a DNR Concession Agreement **must submit a proposal to be received no later than 3:00 PM on Friday, February 17, 2023.** The proposal should address each of the following points described under section V. Proposal Content of this announcement. All information included in the proposal shall be considered a matter of public record, unless specifically exempted by Indiana Statutes, I.C. 5-14.

**Three (3) copies of the proposal should be submitted to:** Christie Sorrels  
Business Services Manager  
Indiana Dept. of Natural Resources  
Division of State Parks  
402 W Washington St., Rm # W298  
Indianapolis, IN 46204

The mailing envelope should clearly be marked with “DNR Concession Proposal – Prophetstown – Pool Snack Bar” in the lower left-hand corner. **All proposals must be received by 3:00 PM on Friday, February 17, 2023. Proposals received after the submission deadline will not be accepted.**

## V. Proposal Content

Proposal should address the following points:

### **1. Identification of Interest**

The concession desired must be specifically identified. If more than one concession operation is requested, proposals may be combined for concessions located within the same DNR property. Combined proposals must address each element of information requested for each concession. Each combined proposal must also indicate whether the operator is interested in operating each concession individually **or** whether the proposal must be considered on an “*all or none*” basis. If not indicated as “*all or none*” the award may be split between proposers as deemed in the best interest of the State.

### **2. Description of Good and Services**

The proposal shall describe the goods and services to be offered to the public by the operator. The description must be in sufficient detail to permit an evaluation of the scope of the concession offered. The proposal shall be as complete as possible.

### **3. Payment to the State**

The proposal must describe the proposed payment and basis for payment (i.e. percentage of gross receipts or other method) to be made to the State of Indiana in consideration for the Agreement. The terms of the payment and any limitations or conditions must be clearly described. The proposal should include an estimate of the total payment to be made under the agreement.

### **4. Concession Operations**

#### **a) Operations**



The proposal shall include a pro forma statement for the operation of the concession. This statement shall include all projected revenues and expenses for the operation. This statement shall provide enough detail for the State to determine the validity of the projections and to ascertain that the operator has a viable opportunity to make a profit. The proposer shall also provide detailed information regarding the operation of the concession.

The minimum level of information required will include the following items:

- **Pro forma statement** with projected gross receipts, expenses, and anticipated net profit
- Statement of days and hours of operations
- Number of employees utilized, categorized by job function and schedule (shift) assignments
- Equipment to be supplied by the operator
- Equipment to be supplied by the State
- Anticipated inventory levels
- Detailed action to be taken to improve the appearance of the concession operation and area (e.g. indicate if employee uniforms will be required)

#### **b) Management**

The proposal should contain a description of the management method to be utilized in maintaining the highest possible level of service to the public.

A detailed description of the duties of key personnel should also be outlined, along with the resumes of key personnel; a listing of key personnel should include the employee's name, address, and date of birth. Limited criminal history checks will be performed by the State and DNR, and as such, signed statements from the owner/operator and key personnel granting permission to conduct said checks should also be included. The proposer also agrees to a criminal history background check.

If appropriate, the proposal should address training to be provided to employees. The proposal should describe any plans or policies to be implemented by the operator to provide for the participation of minorities in the concession operation.

#### **c) Finance**

The proposal should describe the method by which the concession operation will be financed and the levels of capital to be devoted to the concession operation. The proposal must indicate the range of prices to be charged to the public for the offered goods and services. The operator's commitment, if any, to the individual retail price levels should be stated.

The proposer shall indicate the source of funds needed to operate the concession. If the funds are from a commercial source, the proposer must include a letter of commitment from the financial institution.

The State may require the proposer to submit a financial statement upon request.

#### **d) Efficiency**

The proposal should describe the operator's innovative approach to improving the level of service to the public at the concession. Any prior experience in the implementation of service-oriented suggestions must be described. The proposal must also indicate the experience that the owner/operator and key personnel have in operating the type of concession described herein and length of service in this type of operation. The proposal must also list professional references, noting the name, address, phone number, and email address for each.



## VI. Proposal Evaluation

Each proposal submitted in response to this announcement will be reviewed and evaluated by individuals designated by the Director, Department of Natural Resources.

The proposal evaluation will consider the following factors, which are listed in order of descending importance:

- Level of the service to the public
- Adequacy of resources to fulfill the operating plan (including management plans, personnel, financial resources, etc.)
- Consideration to be paid to the State of Indiana
- Level of commitment to develop the facility

The DNR Director will, in exercise of their discretion, determine which proposal presents the opportunity to satisfy the best interests of the Department and the State. The Director's decision, in exercise of their discretion, will be considered final. Following the selection of the intended concession operator, the precise contractual terms and conditions will be negotiated, which may reflect all items discussed in the proposal, in addition, but not limited to, all terms and conditions set forth by the Department and State.

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**. All details contained herein represent sample verbiage only and should not be construed as the terms and conditions of an eventual contract resulting from this business announcement. All dollar amounts, percentages, and hours of operation may be considered negotiable, are subject to change, and can vary by contract. This sample does not include the State of Indiana boilerplate language that will be included in the final contract.**

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## **EXAMPLE ONLY: Exhibit A for pool snack bar food concession**

### **EXHIBIT A:**

#### **GENERAL CONCESSION REQUIREMENTS**

##### **1. AUTHORITY**

Pursuant to IC 14-19-1-2, the State provides facilities for the use and enjoyment of the public. The responsibility of the State is to either operate or contract for the operation of the facilities so as to maximize service and benefit to the public according to approved standards. Duties set forth herein outline the granting of this Contract for the operation of a POOL SNACK BAR FOOD CONCESSION ("Concession") at Prophetstown State Park according to those standards of maximum use, service, and benefit to the public in a manner that does not impact the State adversely in any way. This Contract grants the right to the Contractor to provide only the goods and services specified within this Contract for only the operations and areas for the Concession specified within this Contract. It is understood that the State shall make all decisions related to the management of the property where the Concession is located, including which concession operations shall or shall not be located on the property.

##### **2. COMPLIANCE WITH REGULATIONS**

**A. DNR Regulations.** The Contractor shall adhere to all DNR General Property Regulations as found in 312 IAC 8, 312 IAC 5 (if applicable), and 312 IAC 9, and successor regulations. These rules and regulations are duly promulgated pursuant to IC 4-22-2 and have the force and effect of law.

##### **3. STANDARDS OF ABILITY**

**A. Financial Competence.** The Contractor assures competence and financial ability to perform the work contemplated in the Contract and agrees, upon request, to furnish the State with evidence of competency and financial ability before the granting of the Contract, and anytime during the term of this Contract.

**B. Operational Supervision.** The Contractor shall give the business daily, personal supervision and shall operate the business under the Contract according to law. The Contractor shall be present at the Concession at all times that it is open for business or shall be represented by a responsible person. The Contractor shall establish, maintain, and operate the Concession in such manner as to provide the prescribed services to the public according to the best standards prevailing for a similar business. State operational standards of the Concession with respect to the quality of service rendered, hours the concession is open, accepted sanitation, proper exterior building maintenance, and other operational matters as the State may designate shall be determined by IDNR Property Management.

##### **4. STANDARDS OF RESPONSIBILITY**

**A. No Unnamed Partners.** The Contractor assures there are no unnamed partners legally interested in or having authority over the operation or management of the concession and further assures that the Contractor is the only person responsible for carrying out the duties as written in the Contract.

- B. Outside Vendors.** Only with prior agreement and written approval from the State, the Contractor may periodically have an outside vendor work for a specified, limited time on the property, only when such events fulfill Contractor responsibilities and expand daily Concession operations beyond standard capabilities. Written approval must be granted by the State thirty (30) days in advance of the Contractor hiring the outside vendor.
- C. Subcontracts.** The Contractor may execute subcontracts for services as the manager of the business authorized under the terms of this Contract. The subcontracts must include provisions that absolve the State of any obligation to the subcontract, and that automatically terminates the subcontract upon the termination of this Contract. Furthermore, any and all such subcontracts must include language for automatic termination in the event that the State enters into a direct agreement of exclusivity with a specific provider. The Contractor shall indemnify, defend and exculpate the State from any liability which may accrue or be asserted against the State under all contracts or agreements.

## **5. CONCESSIONAIRE FEES**

- A. Fee Structure.** The Concessionaire Fees ("Fees") payable by the Contractor to the State for the rights and privileges conveyed in this Contract shall be as marked below. Fees may be negotiated for subsequent contract terms.

A sum equal to the percentages indicated below of the gross income of the business. Payment of the Fees shall be the first charge among all operating expenses incurred and shall be received by the State on or before the eighth (8<sup>th</sup>) day of each month for the entirety of the preceding calendar month or it shall be paid at such other times for such other periods as the State may direct.

*The Contract fee shall be: 12% of gross income/revenue. The concessionaire fee paid to the Department for all gross income is a cost of doing business and may not be added on as any kind of fee to the customer. All business conducted within the scope of this concession license agreement and taking place on public lands shall be considered gross income for the concession and calculated into the applicable concessionaire fees.*

- A. Gross Income.** Gross income shall be the total amount of all the receipts in cash, credits, property, or interest of whatever kind received by the Contractor from all business done under the provisions of this Contract. However, gross income shall not include tips & gratuities to be paid to employees, deferred credits, internal sales, sales tax receipts, nor other taxes which may be required to be collected from guests, nor any part of the receipts which constitute repayment by guests of monies advanced on their behalf and for their convenience by the Contractor.
- B. Reporting.** By the last day of the first month of a new concession year, the Contractor shall provide a sales and income report by revenue department for the Contractor's previous year of operation. Contractor shall include in this report the amount collected from customers for all sales during the previous year.
- C. Late Payment Interest.** Rental fees due and payable to the State which are not paid in accordance with this section of the Contract shall bear and accrue interest daily until paid at the rate of 1-1/2% per month, or a flat late fee of \$50.00, whichever is greater. Repeated violations of timely payment may result in the termination of this Contract by the State as defined within this Contract.

## **6. STATE BUILDINGS, GROUNDS, AND EQUIPMENT**

The State is responsible for the general management of the property on which the Concession is located. The granting of this Contract to the Contractor for the operation of the Concession **DOES NOT GRANT THE CONTRACTOR EXCLUSIVE RIGHTS TO THE ENTIRE PROPERTY** where the Concession is located.

**A. Designated Buildings and Equipment.** The State has provided the below-listed buildings and items of equipment for use by the Contractor for the sole purpose of conducting the Concessions outlined within this Contract.

*Aquatic Center snack bar kitchen/food preparation area contains the following State-owned equipment:*

- 1) *Three-bay sink*
- 2) *Prep tables*
- 3) *Shelving*
- 4) *Ice machine and bin*
- 5) *Range with flat-top griddle and oven*
- 6) *Freezer*
- 7) *Refrigerator*

*Contractor agrees to maintain equipment, keeping the above listed items in good working order and in the same condition as recorded in the pre-season inspection. Any issues with or damage to State-owned equipment must be immediately reported to the Concessions & Contract Manager and the Property Manager.*

**B. Concession Area.** The licensed premises and assigned boundaries ("Concession Area") – that are to be used by the Contractor for the sole purpose of conducting the Concessions operations in strict accordance with all terms and provisions imposed by this Contract – are as follows:

*One concessions snack bar with kitchen, food preparation area, service windows, and storage closet. The Licensee is responsible for maintaining and keeping these areas clean and free of litter and agrees to immediately report any issues with or damage to Concession Area.*

**C. Agreement of Use.** The Contractor is aware of and agrees that it shall use, occupy, and maintain the Concession Area in a business-like, careful, clean, and non-hazardous manner that conforms with all State and Federal laws, regulations, and/or requirements. Written approval by the State shall be required for other proposed use in conjunction with or in addition to those specified in this Contract. Contractor will practice all environmental and usage controls as outlined within the Contract and incorporated herein. Contractor further agrees that it shall permit no waste, nor suffer the same to be committed, nor injure, nor misuse the Buildings, Grounds, and Equipment owned by the State.

**D. Equipment.** The Contractor agrees to accept equipment on an "as-is" basis. Any repairs required shall be at the sole expense of the Contractor. Any items of equipment that the Contractor does not wish to accept shall be removed by the State in a timely manner. The Contractor agrees to furnish the concession at the Contractor's own expense with additional items of equipment as directed by the State. The State shall not be responsible for any loss of product or sales due to the malfunction of any equipment owned by the State.

**E. Alteration of Buildings and Equipment.** The Contractor shall not modify water supply lines, waste lines, electric lines, or other utility, machinery, or fixtures except upon written permission from the State. The Contractor shall not install, move, or alter any permanent or temporary equipment belonging to the State in or about the Concession Area.



- F. Return and Disposition.** The Contractor shall return State-owned buildings, supplies, and equipment to the State at the termination of this Contract in a condition equivalent to that in which they were received by the Contractor. If the State determines the need for cleaning after the Contractor returns the use of the Concession, the Contractor must reimburse the State for all costs incurred for such cleaning.
- G. Option to Purchase.** Upon the termination of this Contract for any reason, the State, or any person designated by the State, shall have the first option to purchase from the Contractor all on-hand supplies and equipment of the Contractor at the original cost or at their market value, whichever is less. However, the State or such designated persons are not obligated to purchase such items.
- H. Lien and Inspection.** To secure the payment of the Concessionaire Fees, the State is given a lien on all personal property belonging to the Contractor, which may be located on the assigned premises and used in the operation of the business conducted under the Contract. The Contractor hereby authorizes the State to file a Financial Statement, UCC-1. The State and/or any Federal parties with an interest in this Contract, at any and all reasonable times reserves the right to enter the Concession Area, without prior notification, for inspection and/or investigative reasons. This includes, but is not limited to, the State's right to install and operate surveillance equipment in or on the premises within the Concession. Evidence obtained through personal, mechanical, electronic, or any other technological or other means may be used by the State in civil and/or criminal actions brought against the Contractor. The Contractor shall keep the Concession Area free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Contractor during the term of this Contract or any extension or renewal thereof.
- I. No Sublets.** The Contractor shall not assign this Contract or any interest therein, nor let or sublet the said premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person. Said let or sublet shall be grounds for termination of the Contract by the State.
- J. Coin-Operated Amusement Machines.** The Contractor shall not permit or provide for the installation of mechanical rides, pinball machines, coin-operated amusement machines, jukeboxes, (music boxes, record players), or similar devices in or about the Concession Area.
- K. Vending Equipment.** The Contractor shall secure written approval from the State prior to installation within the Concession Area of any vending equipment not owned by the State. The plan of operation of vending equipment, including the percent of revenue paid to the State, shall be on a basis satisfactory to the State. Revenue shall be entered on the records in the same manner as other revenue is reported.
- L. Utilities.** The Contractor shall pay all utilities used in or about the Concession Area as marked below, whether billed to the Contractor by the State or billed directly to the Contractor by any utility provider.

_____ Electric	_____ Telephone	_____ Natural Gas
_____ Sewage	_____ Water	_____ Trash Removal
_____ Television	_____ Internet	_____ Security System

*\*All utilities are provided by the State for this concession.*

**M. Snow Removal.** The Contractor is responsible for all snow removal within the Concession Area.

**N. Alcohol.** At no time shall the Contractor or employees sell, display, store, or consume alcohol in the Concession Area or anywhere within the property where the Concession operation is located. Failure to comply with this provision may result in immediate termination of this Contract.

**O. Parking.** The Contractor and all employees of the Contractor shall park in areas designated by Property Management. The designated parking area may be changed by the State to facilitate construction or to protect the public or the property. The State is not responsible for damage or theft to vehicles of the Contractor or the Contractor's employees.

## **7. MAINTENANCE AND SANITATION**

The Contractor is responsible during the term of this Contract for routine maintenance, repair, sanitation, and cleanliness as defined herein of the identified buildings and items of equipment listed in above Section 6(A) of this Exhibit. The Contractor shall follow all standards and rules for sanitation and safety, as established by the Indiana State Board of Animal Health, the State Department of Health, and the State Fire Marshal.

**A. State Responsibilities.** The State shall be responsible for maintenance, repairs, and sanitation not assigned to the Contractor, including major repairs or replacement of the structure of the buildings, and the heating, air conditioning, ventilation, and other utility systems.

**B. Fixtures and Furnishings.** The Contractor shall maintain, keep in repair and redecorate, whenever necessary, the interior of the building(s) and shall maintain and keep in repair all fixtures, furnishings, and equipment of the State provided for use by the Contractor. The maintenance, repair, and decorating of the interior of all buildings and the maintenance and repair of plumbing, heating, lighting, and other fixtures, as associated with daily use, shall be done by the Contractor to the approval and satisfaction of the State.

**C. Cleaning and Janitorial Services.** The Contractor shall perform cleaning and janitorial services within the Concession Area. These services include, but are not limited to, the cleaning of all floors, windows, and fixtures, and the replacement of light bulbs.

**D. Cleanliness.** The Contractor shall maintain standards of cleanliness, which will reflect favorable public opinion on the Contractor and the State. The State may perform or have others perform the duties of the Contractor under this Section, if the State determines the Contractor has failed to maintain an acceptable standard of cleanliness. The Contractor shall pay the cost of such work, whether performed by the State or by others, at the discretion of the State.

**E. Trash Removal.** The Contractor shall collect and deposit, in approved sanitary containers for disposal by the State's representative, all garbage, waste, and debris from the building and grounds within and surrounding the Concession Area. The Contractor shall keep the Concession Area in a clean and sanitary condition and in conformity with standards and rules for sanitation and public health. Contractor agrees to either pay, as billed by the Property Manager, the cost of trash removal for the assigned area, or remove trash from the property in another fashion agreed upon by the State. Perishable trash shall be removed daily.

- F. Recycling.** The Contractor shall make an aggressive and affirmative effort to implement the use and sale of recyclable or biodegradable items including, but not limited to, paper plates, cups, napkins, and non-toxic cleaning supplies. Trash shall be separated into types of recyclable materials: glass, paper, metal, plastic, aluminum, and disposed of appropriately. The plastic rings on 6-pack cans will each be cut before disposal to prevent small animals from getting caught in them, which causes injury or death.

## **8. OPERATING SCHEDULE**

The Contractor shall be in full and complete operation with a full staff of employees for every business day within the term of this Contract, from the opening on the first day of the term to the closing on the last day of the term.

- A. Hours and Days of Operation.** The State and the Contractor shall keep the Concession open and available to patronage by the public in accordance with the following minimum hours and days of operation:

### **Pool Snack Bar Food Concession**

- The operating schedule starts the Saturday of Memorial Day Weekend and runs through Labor Day.
- Open daily 11:00 a.m.—7:00 p.m.
- Beginning mid-August, the aquatic center is open only Saturdays and Sundays (closed weekdays) when local schools resume classes.
- The final day of the season is Labor Day.
- Aquatic Center operations are dependent on the availability of certified lifeguards and staff.
- In the event of inclement weather or facility maintenance emergencies, the Property Manager may close the pool—whether intermittently or for full day(s)—and will communicate any closings to the Contractor.

- B. Schedule Posting.** The Operating Schedule of the Concession shall be posted and routinely updated in visible, open, and public locations at the Concession Area, and on the Contractor's website (if applicable) no later than the first day of operation outlined in the term of this Contract.

- C. Visitation.** The State does not guarantee a specific number of visitors to the Concession during the Operating Schedule and accepts no responsibility for the lack of visitors for any reason.

- D. Schedule Deviations.** Any non-scheduled deviation from the operational schedule must be approved in advance and in writing by the State unless circumstances beyond the control of either party make it necessary to take emergency action.

- E. Holidays.** Contractor may close on certain holidays as pre-approved in writing by the State.

- F. Extended Hours of Operation.** The Contractor may operate longer hours than indicated herein without receiving the State's permission. However, the Contractor must not operate before or after the dates of the term of this Contract, unless specifically provided by an authorized and fully executed Amendment to the Contract.

- G. Emergency Closures.** In emergency situations, the Contractor must immediately report the circumstances to the State and provide a written summary to the State within 24 hours after the emergency is concluded. Closures due to weather must be approved or initiated by the State. Emergency closures must be posted immediately in visible locations at the Concession Area, on the Contractor's website (if applicable), and on the telephone voice mail greeting for the Concession.

**H. State Closures.** The State shall keep the Concession open and available for use by the public in accordance with the Operating Schedule unless the State makes written or verbal determination that funds are not appropriated or otherwise available to support the agreed upon schedule. The State shall notify the Contractor at the earliest possible convenience so that the Contractor can make any necessary changes to the operation of the Concessions.

**I. Failure to Operate.** If the Contractor is not in full operation for the entirety of the term of this Contract (except for causes wholly beyond the control of the Contractor and not involving neglect by the Contractor), this Contract, at the option of the State, may be terminated without notice. Upon termination, the State may re-enter the premises and obtain a new Contractor for the operation of the facilities. In addition, the State may assess liquidated damages of \$50.00 per day, per facility for each day that any facility remains out of service because of non-performance by the Contractor or until a new Contractor is put in place.

## **9. ADMINISTRATION**

### **A. Scope**

The concession granted under the provisions of this Contract is as follows:

**Pool Snack Bar Food Concession:** the right to offer for sale – prepared foods, ice cream novelties, prepackaged snacks, bottled water & beverages, soft drinks, and other food items as approved by the Department.

If food sales are permitted under this agreement, food may be prepared only if the Contractor provides at least the minimum facilities necessary for the safe preparation and service of foods in accordance with IC 16-42-5. Contractor must request and obtain the approval of the Concessions & Contract Manager and the Indiana Department of Health prior to installation and use of such food facilities.

Operations offering food concessions—even those selling only prepackaged food & bottled/canned beverages—must be registered as a Retail Food Establishment with the Indiana Department of Health and are subject to State health code regulations and inspections. The operator or manager designee is encouraged to obtain ServSafe Manager Food Certification (*or comparable certification*), train all staff in food safety practices, and ensure that a certified manager/supervisor is available during operating hours.

*All business conducted within the scope of this concession license agreement and taking place on public lands shall be considered gross income for the concession and calculated into the applicable concessionaire fees.*

### **B. Quality of Merchandise**

The Contractor shall exhibit good taste in offering items for sale, which will reflect in a positive manner toward the Department. Efforts shall also be made to provide items, which reflect natural, cultural, and historical aspects of the State of Indiana. The Department reserves the right to remove any items during site visitations, which the Department deems do not reflect a positive image for the Department.



**C. Pricing of Merchandise**

A least fourteen (14) business days before opening the Concession, the Contractor shall submit to the Concessions & Contract Manager for approval, a listing of the prices, rates, and charges proposed for use in the operation of the Concession. Such prices shall be within the guidelines established by the Natural Resources Commission. The Contractor shall maintain on public display, a neat and legible sign showing the approved prices, rates, and charges for the sale of goods. If practicable, such prices shall be no higher than prices charged for similar merchandise in the locality in which the concession is operated so as not to preclude use by members of the public.

**D. Prohibited Merchandise**

The Contractor agrees by the acceptance of the Contract not to offer for sale-prohibited merchandise. Prohibited items include, but are not limited to, those listed below. The Concessions & Contract Manager may add items to the prohibited list upon written notification to the Contractor.

**PROHIBITED ITEMS:**

- flotation devices such as air mattresses, beach balls, water wings, or life jackets (unless Coast Guard approved)
- ice picks, hatchets, axes, machetes, or darts
- fireworks, exploding items, or noise makers of any kind
- firearms or ammunition, no BB or CO2 powered devices, sling shots, bows and arrows or trapping devices
- alcoholic beverages, “mock tails”, or controlled substances
- gum at waterfront concessions (re: bubble, chewing, blow pops, etc.)
- yard darts
- suggestive plaques with off-color sayings, or other such items
- item which can be used to inflict injury on another person or break or deface State properties
- items such as “Fanny Whackers” or “Whoopie Cushions”
- items such as animal pelts or skins, claws, feathers, or skeletons
- styrofoam products
- environmentally unfriendly paper products. To the extent possible, all paper products, such as toilet tissue, paper towels, etc., shall be made of recycled materials.
- improper use, disposal, or sale of environmentally unsafe chemicals shall not occur.

**E. Vending**

Vending machines should blend into each property’s natural surroundings. All efforts shall be made by the concessionaire to achieve this directive.

**F. Cash Register and Tapes**

The Contractor shall furnish at least one (1) cash register(s) equipped with the following cash control features:

- a. Cumulative, Non-Resettable Totals – originally designed, or mechanically adapted, with “tied-up” totals. Totals that cannot be reset with a key or otherwise.
- b. Audit Tape – shall include provision for printing of total-to-date (sub-total) on itemized tape (Sales Journal).

- c. Sales Indication Window – visible from both sides.
- d. Closed-Drawer Operation – originally designed or mechanically adapted to closed-drawer operation only. Not convertible to open-drawer operation with a key or otherwise.

Cash registers shall be kept in full view of the public. Sales shall be registered in the presence of the customer. All cash register journal tapes shall be sent to the Department of Natural Resources, Division of State Parks & Reservoirs, with the applicable monthly report and the Employee Cash Count Receipts (DNR 92). All cash, long or short, shall be entered on the monthly report.

A Department representative must approve the cash register furnished by the Contractor.

**G. Non-Resettable Reading Totals**

At locations where it is deemed feasible by the Concessions & Contract Manager for the operation of a cash register with the above listed features, the Contractor and a representative from the property shall take a reading from the non-resettable totals when the concession both opens and closes for the season. These readings will be sent to the Concessions & Contract Manager to be filed with the Contractor's file.

**H. Pre-numbered Tickets or Receipts**

If the Department determines the requirements for cash register equipment described in Section D (5) are not practical, the Contractor shall issue a receipt or pre-numbered ticket. If the Department approves the use of a receipt, such receipt form shall be supplied by the Department and charged to the Contractor. If pre-numbered tickets approved by the Department are used, the Contractor shall account for all pre-numbered tickets.

**I. Use of Form DNR 92**

An Employee's Cash Count and Department Receipt (Form DNR 92) shall be written at the end of each shift or daily to cover all receipts for the period. The original is to be given to the employee and the duplicate copies of all Form DNR 92's issued during the month shall accompany the monthly report to the Department.

**J. Use of Form DNR 352**

The Contractor shall complete a DNR 352 Boat Rental Receipt, or another 3-part pre-numbered boat rental receipt for any boat rental at the facility. Any receipts other than a DNR 352 boat rental receipt, must be approved by the Concessions & Contract Manager or Deputy Director of Operations for state parks and shall be a 3-part form to provide a copy to the customer, the Contractor, and the Department; these forms shall be pre-numbered by the printing company. The printing company shall provide directly to the Department a confirmation of forms numbered which shall indicate any and all series of numbers printed, inclusive of the beginning and ending numbers.

**K. Monthly Reports**

By the eighth (8th) day of each month, the Contractor shall have in the Department office a monthly report for the preceding calendar month showing all income, the Employee Cash Count Receipts (DNR 92), which shall be used for each day of operation at each location, and the corresponding cash register tapes or DNR 352 receipts, whichever is appropriate to the operation. All overages and shortages shall be entered on the monthly report. All sums due to the Department shall be attached to the monthly report in the form of checks made payable to the Department of Natural Resources. The required forms supplied by the Department shall be charged to the Contractor.

#### **L. Accounting Records**

Regardless of the method of payment of the Contract Fee, the Contractor shall keep or cause to be kept accurate books, records, and accounts of its operations under the Contract separate and apart from other operations. The Contractor shall make all reports concerning the operation available to the Department at such times at the Department may require. Separate accounting records shall be maintained for each facility operated under the terms of this agreement.

Books and records of account shall be kept in a form and manner satisfactory to the Department. The Contractor's records of operation shall be open to inspection and audit by the Department and its designated representative at all reasonable times during business hours. The right of inspection and audit shall exist during the term of the Contract Agreement and for a period of three (3) years after the term of the Contract.

#### **M. Audits**

Following the expiration of this Contract, the Contractor shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

#### **N. Lien and Inspection**

To secure the payment of the Contract Fee, and/or damages the Department is given a lien on all personal property belonging to the Contractor, which may be located on the premises licensed and used in the operation of the business conducted under the Contract and Contractor hereby authorizes the Department to file a Financial Statement, UCC-1. The Department reserves the right to enter the licensed premises, without prior notification, at any time for inspection and/or investigative reasons. This includes, but is not limited to, the right to install and operate surveillance equipment in or on the premises within the licensed area. Evidence obtained through personal, mechanical, and electronic or any other technological or other means may be used by the Department in civil and/or criminal actions brought against the Contractor.

#### **O. Utilities and Connectivity**

The Contractor shall pay all electric current, water, sewage, and other utilities used in or about the concession when billed either by the Department or by any utility company.

*\*All utilities are provided by the State for this concession.*

**P. Taxes**

The Contractor shall pay all federal, state, or local taxes, assessments, or fees which are, or which may become, legally chargeable to the business operated under the terms of the Contract.

**Q. Structures Erected by Contractor**

The Contractor may, during the term of this Contract, erect structures and provide equipment upon the premises, which temporary structures and equipment shall be and remain the property of the Contractor, provided; however, that no structure may be erected or altered upon the premises unless and until the design and proposed location or alteration thereof is approved in writing by the Department.

Upon termination of this Contract, the Contractor shall remove his/her property from the premises and restore the premises to a condition satisfactory to the Department; reasonable wear and tear and damages resulting from no fault of the Contractor excepted. If the Contractor fails to do so, the Contractor shall pay to the Department all costs expended by the Department for restoration of the premises.

**R. Use of Premises**

The Contractor shall not permit or suffer any offensive use of the premises, or the commission of waste thereof; shall not cut timber or native shrubs except as approved in writing by the Department; shall not remove sand, gravel, or kindred substances from the ground or substantially change the contour or condition of the property unless approved in writing by the Concessions & Contract Manager or Deputy Director of Operations for State Parks.

**S. Building Codes**

The Department reserves the right to conduct on-site inspections of the facility to ensure proper adherence to applicable building codes. These include, but are not limited to, the Indiana Electrical Code, the Indiana Building Code, and NFPA 303. The Department has the right to cause the Contractor to cease and desist a portion of or the entire operation of the contract until corrections to the facility have been made to the satisfaction of the Department.

**10. CONCESSION OPERATION**

**A. Standard of Performance**

The Contractor shall give the business daily personal supervision, and shall either be present at the concession at all times that it is open for business or shall be represented by a responsible adult person. The Contractor shall establish, maintain, and operate the concession in such manner as to provide the prescribed services to the public according to the best standards prevailing for a similar business.

Standards and rules for sanitation and safety, include, but are not limited to those established by the Indiana State Board of Animal Health, the Department of Health, the Department of Agriculture, and the State Fire Marshal.

**B. Rates, Prices, Charges**

At least fourteen (14) business days before opening the concession, the Contractor shall submit to the Concessions & Contract Manager for approval, a listing of the prices, rates, and charges proposed for use in the operation of this



concession. If practicable, such prices shall be no higher than prices charged for similar merchandise in the locality in which the Contract is operated. In any event, such prices shall be within the guidelines established by the Natural Resources Commission. The Contractor shall maintain on public display a neat and legible sign showing the approved prices, rates, and charges for the sale of goods.

**C. Alcohol**

At no time shall the Contractor or employee sell, display, store, or consume alcohol on the License area. Failure to comply with this provision may result in immediate termination of the Contract.

**D. Supervision by Property Manager**

The Department is responsible for the general management of the area on which this concession is located. The day-to-day operation of the Contract, with respect to the quality of service rendered, hours the concession is open, sanitation, exterior building maintenance and other operational matters as the Department may designate shall be determined by the property manager.

**E. Parking**

The Contractor and all employees of the Contractor shall park in areas designated by the property manager. The designated parking area may be changed by the Department to facilitate construction or to protect the public or the property. The Department is not responsible for damage or theft to vehicles of the Contractor or the Contractor's employees.

**11. STANDARD OPERATING PROCEDURES**

The Contractor shall operate this location in accordance with the Standard Operating Procedures (SOPs) for the Concession outlined herein and/or attached below.

**12. ADVERTISING**

The Contractor is encouraged to conduct a balanced advertising effort directed at developing more business under the provisions of the Contract.

**A. Advertising Plan.** All contracts, scripts, texts, and layouts must be submitted to the State for written approval at least sixty (60) days prior to execution or implementation, or no later than March 1<sup>st</sup> of each concession year. The Contractor agrees not to advertise in any manner or form, on or about the Concession Area, premises, buildings, or elsewhere, or in any newspaper or otherwise, except by means of signs or forms of advertising approved by the State. The Contractor shall not employ or use any person known as "hawkers", "spielers", "criers", or other noisemakers or means of attracting attention to the Contractor's business.

**B. Website Advertising.** The Contractor shall update its website with information regarding upcoming Concession events at least thirty (30) days prior to the event.

**13. CONCESSION EMPLOYMENT**

The Contractor shall employ such persons as may be proper to operate the business in accordance with state and federal labor laws. The Contractor is not an employee of the State of Indiana. This Contract does not vest in the

Contractor, or anyone employed by the Contractor, any title, tenure or any property belonging to the State located on or around the Concession Area.

- A. Employee Training.** To promote the facilities of the Department of Natural Resources and to provide quality service to the public, employees of the Contractor must receive thorough training. Concession operators and their employees must attend seasonal training programs on those properties, which have them. Training programs shall acquaint personnel with information about the property and information to disseminate to the general public.
- B. Employment Records.** Personnel records shall be located at the Concession or at another location as approved by the State. Records shall be open to State inspection at any time during the term of this Contract and for a period of one (1) year after the termination date of this Contract.
- C. Moral Conduct.** The Contractor shall prohibit any behavior that violates any federal, state, or local laws, regulations, and ordinances or that fails to conform to a reasonable standard of good conduct. As this Concession is located on property owned or managed by the State of Indiana, and because there is a high recognition and correlation between the services provided and the State, the State has a supreme interest in the quality of service provided and the appropriateness of behavior by Concession employees occurring on and off the premises. As such, the Contractor shall operate the Concession in a business-like manner, maintaining a high standard of conduct by the Contractor and its employees, volunteers, and agents. Furthermore, any act of misconduct by the Contractor or its employees, volunteers, or agents, are prohibited, including but not limited to dishonesty, theft, misappropriation or abuse of State property, moral turpitude, or any act that neglects, injures, abuses, or endangers others, or any act that is prejudicial to or reflects adversely upon the State.
- D. Employee Appearance.** Employees of the Contractor coming in contact with the public shall be neat and clean. Employees shall be identifiable by the public. The State shall approve uniforms.
- E. Background Checks.** The Contractor shall be responsible for conducting background checks of personnel employed in Contractor's operation. The Contractor shall not use or employ persons in Contractor's operation who have a history of anti-social behavior regardless of where such person's anti-social behavior may have occurred.
- F. Corrective Action.** Failure by the Contractor to take action to either correct or stop such behavior or misconduct may be considered a material breach of this Contract; and may be grounds for immediate termination in addition to other remedies available to the State. The Contractor shall immediately report any allegation or act of misconduct to the State. In the event of an allegation of misconduct against either the Contractor or its employees, volunteers, or agents, the person or persons who are the subject of the allegation shall be removed immediately from the Concession Area and IDNR property pending resolution of the matter. The Contractor shall cooperate with the State in implementing resolutions to the matter.

#### **14. VIOLATIONS**

This Contract has been established to provide services and/or goods to the general public and citizens of Indiana. Any failure to comply with all provisions of this Contract delays the administration of the Contract and risks losing the provided goods or services, depriving the State of revenue and diminishing the State's good customer service reputation.

- A. Notice of Violation.** The Contractor will be provided with a "Notice of Violation" stating which provision has been violated and a date by which the stated violation must be corrected. If the violation has not been corrected by the date specified, the Contractor agrees to pay the State liquidated damages in the sum of \$50.00.
- B. Damages.** If the violation has still not been corrected after a period of seven (7) days after the specified date, the Contractor agrees to pay an additional \$100.00 in liquidated damages. An additional \$100.00 fine shall be imposed for each additional 7-day period of time until the violation has been corrected. The State reserves the right to waive damages.
- C. Failure to Correct Violations.** Continued failure to correct violations and comply with the provisions of this Contract may result in immediate termination of the Contract as described herein. Immediate termination of this Contract may occur due to situations that include, but are not limited to, discourteousness to the public, insurance cancellation, surety bond cancellation, alcohol abuse, and other circumstances which could cause harm to the public or the State, or reflect adversely on the State. All decisions of the State are final.

## **15. TERMINATION**

- A. Departure from Premises.** If this Contract is terminated before completion of the term of the Contract, then the Contractor shall vacate the Concession Area within seven (7) days of termination unless a lesser period of time is provided by court order. Contractor and/or his agents shall remove no personal property on which the State is given a lien from the Concession Area unless otherwise directed by court order, until all fees outlined in this Contract and other sums owed to the State have been paid.
- B. Acts of God.** If an Act of God renders this Contract inoperable for more than sixty (60) days, this Contract shall automatically terminate as of the date of that Act. The State shall receive its fees outlined in this Contract on all income to the date of termination, or to the date of sixty (60) days after termination, whichever income is greater, as if the term of the Contract were then completed.
- C. Termination Due to Violations.** If the Contractor fails to make timely cure of repeated violations, the Director may terminate this Contract upon written notice of such termination by certified mail, or this notification may be delivered in person. The State shall receive fees outlined in this Contract on all income to the date of termination as if the term of the Contract were then completed. The Contractor shall further pay to the State, as liquidated damages for breach of performance and for future performance, the sum of \$1,000.00. This sum, plus any fees outlined in this Contract shall be paid to the State within fifteen (15) days of such termination.
- D. Early Termination by Contractor.** If the Contractor terminates this Contract, the provisions relating to disbursement of income and to liquidated damages described herein shall apply. If, however, the Contractor gives written notice, by certified mail, to the State at least thirty (30) days prior to the date of termination, the amount of liquidated damages shall be \$500.00. This fee, and all fees outlined in this Contract, shall be paid at the time of termination.
- E. Contractor Incapacitation.** If the Contractor dies or becomes incapacitated, this Contract may be deemed terminated by the State and the provisions relating to the disbursement of income described herein shall apply, or, at its discretion, the State may authorize the estate, guardian, or conservator of the Contractor to operate the facilities under the terms of this Contract until completion of the term of the Agreement.

**F. Potential Harm to the State.** The State may, in cases where continued operation by the Contractor may result in significant or irreparable harm to the State and/or the public, terminate this Contract immediately. Examples include, but are not limited to, non- payment of fees, discourteousness to the public, insurance cancellation, bond cancellation, alcohol abuse, and other circumstances which could cause harm to the public or the State or reflect adversely on the State. All fees payable to the State shall be paid within fifteen (15) days of such termination along with a liquidated damage sum of \$1,000.00 for breach of performance.

**G. Court Costs.** If the State finds it necessary to pursue legal action to recover monies owed by Contractor, Contractor shall also pay all court costs, attorney's fees, and other costs incurred as a result thereof.

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**Preceding Exhibit A to a Concession Agreement is an EXAMPLE ONLY.** All details contained herein represent sample verbiage only and should not be construed as the terms and conditions of an eventual contract resulting from this business announcement. All dollar amounts, percentages, and hours of operation may be considered negotiable, are subject to change, and can vary by contract. This sample does not include the State of Indiana boilerplate language that will be included in the final contract.

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