



Concession Permit Application

Due no later than seven days before the event

Applicant: _____ Date: _____

Name of Organization: _____

Phone: _____ Email: _____

Concessionaire is defined as any group affiliated with an approved organization that wishes to set-up an area for sale or distribution of food/beverage, goods, promotion, information, or services in County parks.

Seasonal Permit: _____ *Special Event Permit: _____ *Tournament Permit: _____

Requested Park(s): _____ Desired Location: _____

Dates/Times of Request: From _____ To _____

Dates/Times of Unloading/Loading: From _____ To _____

Electricity Needed (Yes/No): _____ Setting up Grills (Yes/No): _____ (Gas Only)

List of all Vendors: _____

Type of Concession Stand (check all that apply):

<input type="checkbox"/> WSC Soccer Building, \$200 per day, \$100 Security Deposit Vendor: _____	<input type="checkbox"/> WSC Baseball Building, \$200 per day, \$100 Security Deposit Vendor: _____	<input type="checkbox"/> AFCC Field Building, \$200 per day, \$100 Security Deposit Vendor: _____
<input type="checkbox"/> Wanner Stadium Home side, \$200 per day, \$100 Security Deposit Vendor: _____	<input type="checkbox"/> Wanner Stadium Visitor Side, \$200 per day, \$100 Security Deposit Vendor: _____	<input type="checkbox"/> Full Shade Structure WSC (15' x 24'), \$150 per day Vendor: _____
<input type="checkbox"/> Half Shade structure WSC (15' x 12'), \$75 per day Vendor: _____	<input type="checkbox"/> Table Top (16' x 16' area) \$50 per day Vendor: _____ Vendor: _____ Vendor: _____	

Total Fees: _____

I have read the "Parks and Recreation Concession Operation Policy and Health Permit/Rules Guidelines" within the facilities of the James City County Parks and Recreation Department and agree to abide by these rules and regulations. I understand that failure to comply with the policy may result in termination of contract and denial of subsequent concessionaire requests.

Signature of Applicant

Date

Office Use Only

Total Fees Paid: _____	Reservation No.: _____
Copy Sent to Site Supervisor: _____	Copy Sent to Park Ranger: _____

Parks Administrator (or designee)

Date



Health Department Facility/Rule Guidelines

Health Permit

For special events and tournaments all concession applications must be turned in by the lead representative of that event/tournament. Groups that are selling food need to go to the Health Department no later than two weeks and obtain all the necessary Health Permits. A copy of the Health Permit receipt needs to be attached to Concession Application and turned in at least seven days before their event or their starting date. When groups are selling or handing out prepared food they must have a temporary or seasonal Health Permit. It is the responsibility of the group renting concession space to go to the Health Department and obtain a permit and follow Health Department guidelines. Groups selling prepackaged food (food in a sealed package) do not need a permit. Items such as wrapped fast food sandwiches, pizza, etc., do not qualify as prepackaged. For more information please consult **Williamsburg/James City County Health Department** office at 1126 Professional Drive, Williamsburg, VA 23185, 757-253-4813.

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The following are additional rules related to concession rentals:

- Concession can only be set up in specific concession designated areas.
- Any additional equipment extending outside of the designated area will be charged for additional space.
- At all sites, vendors must rent out designated concession areas before setting up a tabletop concession.
- Generators are not permitted.
- Only gas grills are allowed.
- Once vehicles have been used to unload or load they must return all vehicles to the parking lot.
- Vendors must stay in the area assigned and are not permitted to pass out flyers, place signage in other park areas, or sell anything outside of the assigned area.
- Vendors are not allowed to tape, tack, nail, etc., up any items to walls, poles, etc., vendors must come prepared with stand-alone signage.
- All banners must be approved in advance and hung with only approved attachments.

Directions to Warhill Sports Complex Concession Area from I-64 East or West:

1. Take Exit 234 to Route 199 East.
2. Go 1-½ miles exit to Route 60 Richmond Road.
3. At the bottom of the exit, turn left at stoplight onto Richmond Road (West).
4. Go approximately 100 feet to first stoplight and turn left onto Centerville Road.
5. Go to the first stoplight and turn left onto Opportunity Way.
6. Follow road until you reach Stadium (1/4 mile).
7. Take a left at stadium sign and proceed to visitor's lot behind Stadium, entrance to Warhill Sports Complex Concession Area is behind Stadium in the corner of the parking area.



Concession Permit Policy

SUBJECT: CONCESSION OPERATIONS BY AFFILIATE GROUPS

POLICY

The James City County Department of Parks and Recreation (“Department”) aligns and co-sponsors activities with established groups of similar interests to enhance programming opportunities while keeping employment costs and duplication of services to a minimum. In these arrangements the Department acts as a facilitator by providing building space, fields, and assistance in advertising while the groups staff and run the activities. Prior to affiliate status, a representative must meet with the Director or designee. At this meeting, the group must submit an application supplied by the Parks and Recreation Department that verifies their understanding and acceptance of the criteria, procedures, and responsibilities of partnering.

It shall be the policy of the Department to issue permits which grant permission to operate concessions and sell wares in County parks. Permits for concessions shall be classified as Seasonal or Special Event and shall be issued in accordance with the procedure defined. Priorities for these Concession Permits shall be given to County operations and affiliate groups that partner with the Department. Permits shall be awarded in a fair and impartial manner based upon meeting procedure and application guidelines. All qualified applicants are eligible to apply.

CONCESSIONAIRE CLASSIFICATION

Permits for concessions shall be issued under one of the following classifications:

- A. **Seasonal Permit** - Under this classification, a permit represents a formal agreement whereby the Department allows an approved association or organization to operate a concession for a specific period of time, usually a recreation activity season. Formal provisions may include, but are not limited to, user fees, hours of operation, location, type of concession, items to be sold, purpose of concession, and insurance coverage.
- B. **Special Event Permit** - Under this classification, a permit represents a formal agreement whereby the Department approves an association, organization, or other vendor to operate a concession for a specific event. Formal provisions may include, but are not limited to user fees, hours of operation, location, type of concession, items to be sold, purpose of concession, and insurance coverage.

APPLICATION PROCEDURE

Application for a permit to operate a concession shall be submitted on the proper form (see Concession Permit Application sample attached) to Parks and Recreation Administration. The application procedure for each concessionaire classification is as follows:

- A. **Seasonal Permit** - The Concession Permit Application form must be submitted to Administration no later than one month prior to the desired time of operation. A decision will be forwarded to the applicant within 15 days.
- B. **Special Event Term Permit** - The Concession Permit Application form must be submitted to Administration no later than seven days prior to the desired time of operation. A department decision will be forwarded to the applicant within five days.

RULES AND REGULATIONS GOVERNING CONCESSIONS

All concessionaires are subject to the following provisions, including additional regulations specified in the Permit Agreement.

- A. Compliance with all County park property and facility rules and regulations.
- B. Compliance with all provisions stated in the permit.

- C. The concessionaire shall be considered an independent contractor and neither the concessionaire nor the volunteers shall, under any circumstances, be considered employees of the County, and the concessionaire shall execute a form provided by the Department indemnifying and holding the County harmless from any and all claims, suits, damages, costs, and expenses arising out of, or in any way relating to, concessionaire's operation of the concession facility.
- D. The County shall not be liable for any damage caused by power failure, flood, fire, explosion, theft, vandalism to persons or properties in the space used by the concessionaire. The concessionaire shall agree that all personal property upon the premises shall be at the risk of the concessionaire and that the County shall not be liable for any damages, losses or theft thereof.
- E. The concessionaire shall furnish all labor, services, materials, supplies, and equipment necessary to maintain the operation of concession. All workers will be neatly and cleanly dressed.
- F. All concessionaires must obtain and post in a prominent location all applicable permits and licenses required by government agencies to prepare and sell the merchandise approved herein.
- G. Any non-approved concessionaire not displaying an approved Concessionaire Permit Application Form will be excluded from park property and subject to trespassing charges.
- H. Secure and keep enforce adequate insurance coverage, insurance naming the County as additional insured's in amounts specified in the permit or lease. Sample insurance coverage levels are attached (Attachment 1). Specific levels will be determined on a case-by-case basis in conjunction with the County's Risk Manager.
- I. Concessionaires must adhere to all County, State, and Federal laws and regulations.
- J. The concessionaire must place one sign identifying themselves as the operator. No other signs or advertisements will be allowed upon property of the Department or upon any vehicle operated by the concessionaire under the provision hereof except as shall be approved in writing by the Director or designee. The Department, through its agents, shall have the right, to remove at the cost and expense of the concessionaire, any sign or signs that are erected on the premises without consent.
- K. Concessionaires shall locate on the park/facility site within the area specified in the permit.
- L. The concessionaire shall not permit garbage or other refuse to accumulate in or about any of the buildings, or other areas occupied by the concessionaire, except in suitable covered garbage receptacles. The Department will be responsible for the removal of rubbish, trash, and garbage provided that the concessionaire accumulated such trash at given points and at given times under the direction of an authorized representative of the Department.
- M. All portable concession units must be removed from park premises within two days after the season has ended.
- N. Any changes in the building must be approved by the Director and meet the proper building code. The cost involved in any changes will be the responsibility of the concessionaire.
- O. The Department will furnish electricity, water, and sewer in such locations where these utilities now exist. All requests for use of these facilities and/or additional installations or any special needs must be made in writing to the Director listing specific needs. The Department will not furnish telephone service in any location, except where public phones are installed as a regular accommodation for park patrons.
- P. The Director or designee may periodically review the concessionaire compliance with the criteria needed for the issuance and continuance of the permit.
- Q. The agreement or contract on any of the rights and privileges provided for herein shall not be transferred, subcontracted, or assigned by the concessionaire unless approved by the Director. Names, addresses, and telephone numbers of all individuals being assigned to operate the concession must be provided on the concessionaire application form or otherwise made known to the Director. Ultimate responsibility for the conduct of said designees rests with the approved concessionaire.

- R. Upon the termination of the permit or because of lapse of time or upon termination for any other reason by the Director, the concessionaire shall remove all goods, chattels, and fixtures belonging to the concessionaire and shall leave the premises in the condition in which they were received, reasonable wear and tear expected. In the event said goods, chattels, and fixtures are not removed within three days from the expiration of this agreement or its termination for any other reason, the concessionaire shall be deemed to have abandoned to the County and facilities, equipment, or other property within the aforesaid period at termination of this agreement.
- S. The Director or designee shall approve all merchandise to be sold and all items offered for sale shall meet or exceed the requirements of the Federal Institutional Meat Purchase Specifications (IMPS), Virginia Department of Agriculture Regulations, Federal Food, Drug and Cosmetic Act, and the Federal Wholesome Meat Act. If items being sold are determined to be undesirable or unwholesome to the public by the Director of Parks and Recreation, the concessionaire must refrain from offering the item to the public.

GENERAL TERMS AND CONDITIONS

- A. Applicable Laws And Courts: This permit shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations.
- B. Immigration Reform and Control Act of 1986: By submitting applications, concessionaires certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- C. Antitrust: By entering into a permit, the concessionaire conveys, sells, assigns, and transfers to the County all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County under said contract.
- D. Qualifications of Concessionaires: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the concessionaire to perform the services/furnish the goods and the concessionaire shall furnish to the County all such information and data for this purpose as may be requested.
- E. Testing and Inspection: The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the permit rules and regulations.
- F. Changes to the Permit: The parties may agree in writing to modify the scope of the permit.
- G. Drug-Free Workplace: During the performance of this contract, the concessionaire agrees to i) provide a drug-free workplace for employees; ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the concessionaire's workplace and specifying the actions that will be taken against employees for violations of such prohibition; iii) state in all solicitations or advertisements for employees placed by or on behalf of the concessionaire that the concessionaire maintains a drug-free workplace; and iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or worker.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.

- H. Anti-Discrimination: By submitting permit application, concessionaire certifies to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 11-51 of the Virginia Public Procurement Act.
- I. Indemnity: Concessionaire hereby binds itself and its successors to indemnify, defend, and save harmless the County, its officers, agents, or employees from all suits and actions of every name and description brought against it of them, all costs or damages to which it or they may be put, on account of, or by reason of any injury of alleged injury to the person or property of another, resulting from or on account of the negligent acts, errors, or omissions of the concessionaire or its agents; and that the whole or so much of the moneys due to the concessionaire, under and by virtue of this contract, as such or may be considered necessary by the County, shall and may be retained until all such suits and claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the County. The said concessionaire further agrees to indemnify and save harmless the County against any and all claims, suits, or demands that may accrue to, be suffered by, of adjudicated against it by reason of any injury sustained by any of its employees in and about the said work, under and pursuant to the provisions of the Workman’s Compensation Law or any amendments thereto and concessionaire shall produce certificates or other satisfactory evidence of ample protection against such liability.
- J. Audit: The contractor shall retain all books, records, and other documents relative to this permit for five years after final payment, or until audited by the County, whichever occurs first. The County shall have full access to and the right to examine any of the materials during the period.
- K. Delivery and Storage: It shall be the responsibility of the concessionaire to make all arrangements for delivery, unloading, receiving, and storing materials in the buildings while offering concession services. The County will not assume any responsibility for receiving these shipments. Concessionaire shall check with the owner and make necessary arrangements for security and storage space in the building during the permit term.
- L. Labeling of Hazardous Substances: If items or products used by the concessionaire are “Hazardous Substances” as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or “Pesticides” as defined in § 136 of Title 7 of the United States Code, then the concessionaire certifies and warrants that the items or products to be used under this permit shall be properly labeled as required by the foregoing sections and that by using the items or products the concessionaire does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- M. Site Damages: Any damage to existing utilities, equipment, or finished surfaces resulting from the performance of this permit shall be repaired to the County’s satisfaction at the concessionaire’s expense.
- N. Use of Premises and Removal of Debris: The concessionaire shall: Perform their services in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with County operations; and store their apparatus, materials, supplies, and equipment in such orderly fashion at the site as will not unduly interfere with the progress of their work or County operations.
- O. Laws and Regulations:
 - 1. The concessionaire shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
 - 2. This permit is subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, *Code of Virginia*, relating to labor unions and the “right to work.” The concessionaire and its subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.

3. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this permit. Inspectors from the Department of Labor and Industry shall be granted access to the work for inspection without first obtaining a search warrant from the court.

Termination of Permit

The James City County Parks and Recreation Director may terminate in writing the concession permit that is in violation of the permit agreement or in violation of any local, State or Federal laws, regulations, or ordinances. Appeal of the termination shall be directed to the County Administrator within ten days of the receipt of the written notice of termination of the permit.

Permit Fees

A fee will be charged for the operation of concessions within County facilities. These fees shall be used to offset operation costs incurred by the Parks and Recreation Department which relate to the particular concession. (See Concession Operation Fee Schedule).