



Concession Permit Application

All concession applications and fees must be submitted by the lead representative of the tournament or event no later than 10 days prior to the event. A 10% processing fee will be assessed for cancellations prior to 10 days of the event date.

Applicant: _____ Date: _____

Name of Organization: _____

Phone: _____ Email: _____

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

Seasonal Permit: Single Day Use Permit: Tournament/Special Event Permit:

Requested Park(s): _____

Event Name: _____

Dates/Times of Request: from _____ to _____

Dates/Times of Unloading/Loading: from _____ to _____

Items to Be Sold or Description of Service: _____ Grills (gas only): Yes No

<input type="checkbox"/> Multi-use Concession Building \$100 per day Vendor: _____	<input type="checkbox"/> Baseball Concession Building \$100 per day Vendor: _____	<input type="checkbox"/> Mobile Food Vendor, \$50 per day Vendor: _____ Vendor: _____
<input type="checkbox"/> Wanner Stadium Home Side \$100 per day <input type="checkbox"/> Wanner Stadium Visitor Side \$100 per day Vendor: _____ Vendor: _____	<input type="checkbox"/> WSC Shade Structure (15' x 24') \$75 per day Vendor: _____ Vendor: _____ Vendor: _____	<input type="checkbox"/> JCCRC Shade Structure (20' x 20') \$75 per day Vendor: _____ Vendor: _____ Vendor: _____
<input type="checkbox"/> Table Top (up to 16' x 16' area) \$50 per day Vendor: _____ Vendor: _____ Vendor: _____	<input type="checkbox"/> Table Top Info (no sales) (up to 12' x 12' area) Free of charge Vendor: _____ Vendor: _____ Vendor: _____	

I have read the "Parks & Recreation Concession Operation Policy and Health Permit/Rules Guidelines" (attached) within the facilities of the James City County Parks & 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

Reservation No.:



Concession Permit Policy

POLICY

Pursuant to County Code 16-18, 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, Single Day or Tournament/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 who 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

- A. **Seasonal Permit.** Under this classification, a permit represents a formal agreement whereby the Department allows an affiliate 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. **Tournament/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.
- C. **Single Day Use Permit.** Under this classification, a permit represents a formal agreement whereby the Department allows an affiliate organization to operate a concession for a single day, usually a recreation activity practice or games. 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. Permits will not be issued when seasonal permits have been issued to approved Affiliate organizations for the same time period and area of park.

APPLICATION PROCEDURE

- A. **Seasonal Permit.** The Concession Permit Application form must be submitted to Parks 30 days prior to start of season.
- B. **Tournament/Special Event - Term Permit.** The Concession Permit Application must be submitted to Parks Administration no later than seven days prior to the desired time of operation.
- C. **Single Day Use Permit.** The Concession Permit Application must be submitted to Parks Administration no later than seven days prior to the desired time of operation.

RULES AND REGULATIONS GOVERNING CONCESSIONS

- 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 or 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 in force 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. 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.
- L. All portable concession units must be removed from park premises within two days after the season has ended.
- M. 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.
- N. 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.
- O. 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.
- P. Upon 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.
- Q. 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 & Recreation, the concessionaire must refrain from offering the item to the public.
- R. At all sites, vendors must rent out designated concession areas before setting up a tabletop concession.
- S. Only gas grills are permitted in parks.
- T. Once vehicles have been used to unload or load, they must be returned to the designated parking area.
- U. Vendors are not allowed to tape, tack, nail, etc., any items to walls, poles, etc. Vendors must come prepared with standalone signage.

GENERAL TERMS & 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 a Concession 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 or 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, or 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 of 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 U.S.C., 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 & 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 10 days of receipt of the written notice of termination of the permit.

PERMIT FEES

A fee will be charged for the operation of concessions within County parks and facilities.

Fees may be waived for events conducted/sponsored by James City County. All concessionaires are required to complete and submit an application.

HEALTH PERMIT

Organizations who wish to sell food or beverages are required to contact the **Williamsburg/James City County Health Department to verify permitting requirements for intended concessions.** For more information, please consult **Williamsburg/James City County Health Department** at 4095 Ironbound Road, Williamsburg, VA 23188, 757-253-4740.