

## 72 Hour Concession Permit Application

Park: \_\_\_\_\_

Name of Organization/Company/Vendor: \_\_\_\_\_

Website Address: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Date and Time of Event: \_\_\_\_\_

If Vender – location in park you will set up your concessions: \_\_\_\_\_

Vendor Concessions: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Is this a non-profit 501(c)(3) organization? \_\_\_\_\_

**Event applicants will be evaluated and charged a fee of \$75.00 to cover administrative and on-site costs, where applicable.**

**Vendors selling concessions for a profit will be charged a flat fee of 15% of gross sales.**

**Please allow a minimum of two weeks to process a request for all Event and Vendor 72 Hour Concession Permits. All sections of this application must be completed prior to consideration and evaluation by the State Parks Director.**

**Upon expiration, cancellation, or termination of the 72 Hour Concession Permit, the Concessionaire shall immediately remove all personal property owned by the Concessionaire.**

**Release of Liability and Indemnification.** All operations by the Concessionaire under this 72 Hour Concession Permit (Permit) shall be conducted solely at its own risk. Concessionaire will take proper safeguards to prevent any and all injuries to or damage to, property of DCNR, individuals and the public, and to any other property, material, or thing. Concessionaire alone shall be responsible for any damage or injury occurring on or about the facilities or resulting from its operations under this Permit and hereby waives all claims against DCNR its officers, agents, and employees. Concessionaire will assume, pay, and at all times indemnify, protect, and save harmless DCNR, its agents, employees, and officers, for any claims for damages for injuries to person or property arising or resulting from any act or default of the Concessionaire, its agents, or employees, together with all cost, expenses, and attorney fees incurred with respect to any such claim, demand or legal proceeding made or brought against DCNR, its agents, employees, and officers. In the event of any action or proceeding brought against DCNR, its officers, agents, or employees arising from this Permit, Concessionaire agrees to defend the same at Concessionaire's expense by legal counsel satisfactory to DCNR.

The Concessionaire's facilities, equipment, supplies, merchandise, effects and other property of every kind, nature and description belonging to Concessionaire, which may be on or in the Park's real property during the continuance of this Permit or any occupancy by the Concessionaire thereon shall be at the sole risk of hazard of the Concessionaire, and if the whole or any part thereof shall be destroyed or damaged by fire, water, or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft, or any other cause, no part of said loss or damage is to be charged to or be borne by DCNR, and the Concessionaire hereby agrees to forever hold DCNR harmless from and to indemnify DCNR against any and all loss, cost, debt, claim, damage, judgment, and/or expense suffered and incurred by Concessionaire in connection herewith.

**Compliance with Laws.** Concessionaire must at all times comply with governing local, state, and federal orders, laws, mandates, guidelines, ordinances, and policies, as well as all Park rules and regulations. Concessionaire further agrees not to discriminate on the basis of race, color, religion, age, sex, national origin, genetic information, pregnancy, veteran status, or disability in its hiring or employment practices nor in admission to, access to, or operation of its programs, services, or activities. By signing this Permit, the contracting parties affirm, for the duration of the Permit, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Permit and shall be responsible for all damages resulting therefrom.

**No Merit System Benefits and Not a State Agent.** It is expressly understood and mutually agreed that the employees, representatives, and agents of the Concessionaire shall not be entitled to any benefits of the Alabama Merit System. By entering into this Permit, the Concessionaire is not an agent of the state, its officers, employees, agents, or assigns. The Concessionaire is an independent entity from the State and nothing in this Permit creates an agency relationship between the parties.

**Termination.** This Permit may be terminated without cause by DCNR by giving notice to the Contact Person listed above. Notwithstanding the foregoing, if Concessionaire fails to comply with duties or obligations hereunder, or if Concessionaire violates public health or safety laws or regulations, then, in that event, DCNR shall have the right to immediately terminate this Permit. Additionally, Concessionaire understands that if he/she is convicted of an offense during the term of this Permit which, in the opinion of DCNR, renders the Concessionaire unfit to undertake this concession, DCNR shall have the right to immediately terminate this Permit.

Concessionaire covenants and agrees, upon termination or expiration of this Permit, that it will immediately and peaceably surrender and deliver to DCNR in comparable condition as when this Permit commenced, less reasonable wear and tear, any and all State Park property, real or personal, occupied or utilized by the Concessionaire.

**Maintenance.** Concessionaire shall be responsible for the disposal of all garbage and trash generated by the Concessionaire or located in the area of the Concessionaire's operations. Concessionaire shall provide, at its expense, all maintenance, repairs, and restoration needed to keep and maintain its concession area and the surrounding facilities in safe condition and

in good working order. Concessionaire shall keep organized, clean, and in good appearance all real and personal property and facilities utilized for its business and any concession activities

**Damage and Destruction of Premises.** Concessionaire, at its own cost and expense, shall replace and repair any and all damage or destruction to the locations, space, or places where the business of the Concessionaire is conducted on Park property which is the result of concessionaire's negligence or willful misconduct

**Force Majeure.** In the case of a Force Majeure Event as defined herein, DCNR reserves the right to immediately terminate the Permit without prior notice to Concessionaire. Should this occur, neither Party shall be liable for or be considered in breach of this Permit due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Permit; (iv) national, state, or regional emergency, whether ongoing or occurring on or after the date of this Permit; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Permit, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

**Background Check.** Concessionaire understands and acknowledges that as part of the approval process, DCNR may perform a criminal history background check prior to execution of this Permit to ensure that the Concessionaire has not been convicted of a sex offense, as defined by Ala. Code § 15-20A-5. By signing this Permit, Concessionaire consents to a criminal history background check and affirms, under penalty of perjury, that he/she has not been convicted of a sex offense, as defined by Ala. Code § 15-20A-5. Concessionaire is required to complete and sign the background check consent form, attached hereto, and affirms, under penalty of perjury, that all information provided to DCNR is true and correct. Concessionaire shall have the right to obtain a copy of the background check report and to challenge the accuracy and completeness of the report.

Additionally, Concessionaire represents and warrants that no officer, agent, employee, or volunteer who will interact with the public has been convicted of a sex offense, as defined by Ala. Code § 15-20A-5. Violation of this provision will result in immediate termination of the Permit. Concessionaire agrees to indemnify, protect, and hold harmless DCNR, its officers, agents, and employees from any and all issues, claims, or damages arising out of or resulting from the Concessionaire's performance of background checks on their officers, agent, employees, or volunteers.

**Insurance.** Concessionaire will maintain, at its expense, a policy or policies of comprehensive liability insurance for the protection of DCNR, its officers, employees, and agents, against the claims, liabilities, judgments, costs, damages, and expenses which may accrue against, be charged to, or be recovered from, DCNR, its officers, employees, and/or agents, by reason of damage to the property of, injury to, or death of any person or persons on account of any matter or thing which may occur in connection with this Permit including public liability and property damage, with a minimum combined single limit of liability of one hundred thousand dollars (\$100,000.00).

**Applicant:** \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Applicant Printed Name and Title**

**Date:** \_\_\_\_\_

**Concur:** \_\_\_\_\_  
**State Park Official**

**Date:** \_\_\_\_\_

**Approved:** \_\_\_\_\_  
**Gregory M. Lein, State Parks Director**

**Date:** \_\_\_\_\_

