

PORT OF SIUSLAW

PO BOX 1220, FLORENCE, OREGON 97439, 541-997-3426, www.portofsiuslaw.com

CONCESSIONAIRE PERMIT

Concessionaire: _____

Business Phone: _____ Cell Phone: _____

Supervisory Contact Names: _____

Additional Contact Numbers: _____

Address: _____

Assumed Business Name(s), if any: _____

Email: _____

TERMS:

LOCATION: _____

The Port Manager shall determine the precise location of the concession activity(ies) within the Port District. Concessionaire personnel, vendors (those who may be conducting business such as sale of goods and services under the auspices of the Concessionaire) or Concessionaire supervisory staff shall not drive onto the grass area of the Boardwalk area or the grass area in front of the Port office unless under direct supervision of Port staff. Vehicles are not to be driven on to the wooden portion of the Boardwalk at any time. Concession displays shall not be placed on the wooden portion of the Boardwalk nor affixed to the light poles along the wooden portion of the Boardwalk.

TERM AND FEE: The term of this concession shall be from: _____ through _____, and the fee for such concession shall be \$ _____ per _____ which shall be due upon issuance of this permit.

USE: The concession shall be for: _____

Concessionaire shall not use or permit the concession to be used for any other purpose without obtaining written consent of the Port Manager. The permit shall allow for the sale of goods and services on Port property for the specified time frame by the Concessionaire and/or vendors under

contract with the Concessionaire. All vendors under contract with the Concessionaire, if any, shall agree to the terms of this permit.

FACILITIES AND EQUIPMENT: Concessionaire shall furnish at its own expense the facilities, including structure and equipment, necessary for the operation of the concession. Equipment may include, but is not limited to: garbage, waste and recycling receptacles, and electrical supply equipment. Though limited electrical power may be available for some vendors, the Port will not be responsible for guaranteed electrical power. Those vendors requiring electrical power do so at their own risk and should make arrangements for using battery power or generators. Concessionaire may be charged if events and/or vendors use significant amounts of electrical power. All temporary structures will be adequately secured to prevent injury, property damage or the generation of waste. No permanent structure may be erected upon Port property.

QUALITY OF SERVICE: All items sold by Concessionaire and/or vendor under this permit shall be of first class quality and the services provided by Concessionaire/vendor shall be rendered courteously and efficiently. The Port Manager reserves the right to prohibit the sale of any item that the Port Manager deems objectionable. The Port Manager shall have the right to order the improvement of the quality of either the merchandise or the services rendered.

RATES AND CHARGES: Maximum rates and charges for items sold and services to be rendered shall be mutually agreed upon by Concessionaire and the Port Manager.

HOURS OF OPERATION: Concessionaire shall operate this concession _____ days a week during the term of this agreement from _____ o'clock _____ to _____ o'clock _____. The Port Manager reserves the right to establish different hours of operation. The Port Manager may set timing of set-up/take-down activities.

EMPLOYEES, AGENTS OR VENDORS OF CONCESSIONAIRE: Employees, agents or vendors shall conduct themselves courteously at all times. Concessionaire shall provide sufficient on-site personnel for security, set-up and/or take-down activities. When deemed necessary by the Port Manager, 24 hour security shall be provided at the Concessionaire's expense. The Port does not offer 24 hour security, but staff are available during most standard business hours.

PREMISES TO BE KEPT CLEAN: Concessionaire shall keep the concession premises in a clean and sanitary condition at all times. This includes supplying adequate garbage and recycling receptacles, adequate portable toilets for the event(s) and prompt pick up of these items when the event has ended. Concessionaire shall provide clean-up as necessary to restore facilities/grounds to the same or better condition as when the usage began.

SIGNS: Concessionaire shall not erect any sign on the concession premises or in its vicinity without obtaining the advance written approval of the Port Manager. Depending on location and nature of the signage, signage may require City of Florence or applicable State agency permission as well.

LICENSES AND PERMITS: Concessionaire shall obtain and pay for all permits or licenses that may be required for the operation of the concession.

Individual vendors operating under the auspices of the Concessionaire and this permit will be responsible for their own licenses as applicable.

COMPLIANCE WITH STATE AND LOCAL LAWS: Concessionaire shall comply with applicable State and local laws governing the operation of the concession premises. Violation of such State laws or the ordinances of the Port of Siuslaw may be considered cause for termination of this permit.

DAMAGES: Damages, repairs or incidents that require Port materials, Port labor and/or outside contractors needed to address damages will be charged to the concessionaire, vendor, supervisory staff and/or insurance companies as appropriate.

LIABILITY INSURANCE: Throughout the term of this permit, Concessionaire shall, at its own expense, maintain in force a comprehensive general liability policy, and comprehensive automobile liability policy including owned and non-owned automobiles. The liability under each policy shall be a \$500,000 per occurrence for bodily injury and \$100,000 per occurrence of property damage. The Port of Siuslaw shall be named as an additional insured. Certificates of insurance acceptable to the Port Manager shall be filed with the Port office.

INDEMNIFICATION: Concessionaire agrees to defend, indemnify and save, Port of Siuslaw and its agents, and employees harmless from any losses, claims, expenses, judgments, or other damages resulting from injury to any event participant or other persons or damage to property, of whatsoever nature, arising out of or incident to this permit. Concessionaire shall not be held responsible for damages caused by the negligence of Port of Siuslaw.

TERMINATION BY THE PORT MANAGER: If in the judgment of the Port Manager, the manner of operation of the Concession/vendor and/or the quality of merchandise or services does not meet the requirements of this permit, or if Concessionaire/vendor is in default of any other term of this permit, the Port Manager shall give Concessionaire/vendor a written or verbal notice specifying the particulars of the unsatisfactory performance for default. If Concessionaire or vendor fails or refuses to remedy such unsatisfactory performance or default within 24 hours after receipt of such notice, the Port Manager may terminate this Concessionaire permit and/or evict the specific offending vendor. The decision of the Port Manager on any such matter shall be final.

This permit is issued on the _____ day of _____

Port Manager

Concessionaire