

CONCESSIONS IN PARKS

Seasonal Concession Fees

Long Term Vendors at Sports Facilities Parks are required to pay a seasonal flat rate plus their deposit.

Long Term is defined as anything over 30 days per season.

Sports facilities include O'malley Park and Polson Sports Complex.

Long-term Seasonal Fees: Deposit \$150 (Seasonal is the length of program being serviced.)

<u>Facility</u>	<u>For-Profit Org.</u>	<u>Non-Profit Org.</u>
O'malley	\$425	\$210
Polson sports complex	\$425	\$210

Short Term / Event Concession Fees

Deposit \$50.00

<u># Days</u>	<u>For-Profit Org.</u>	<u>Non-Profit Org.</u>
1 – 9	\$ 30 /day	\$15 /day
10+	\$ 20 /day	\$ 10 /day

*Concessionaires will not be allowed to vend at special events used as fundraisers for non-profit organizations, unless authorized to do so by the event organizers.

*Yard/Garage Sales activities are expressly prohibited in any City owned or managed Park.

Deposits refunded if:

- 1) Concession site is left in original state,
- 2) All fees have been paid as per agreement,
- 3) Garbage has been removed from concession site and immediate area on a daily basis,
- 4) All points of the concessions agreement have been met in a timely manner.

Any facility or activity not covered in this document will be at the determination of the staff of Parks and Recreation. Such program, facility or fee structure would be included in the next annual review.

Concession Permit

- 1) The concessionaire is responsible and required to obtain all licenses and permits required by Federal, State, County and Municipal Government. A copy of your license, approval from the County Health Department and your Workman's Compensation I.D. is required before issuance of a concessions permit.
- 2) The concessionaire is responsible for carrying an insurance policy that will cover liability of his/her concession operation while conducting business. Minimum amounts include \$750,000/claim and \$1,500,000/occurrence. The City of Polson must be listed as an additional insured.
- 3) The Parks and Recreation department will provide water when and where available for your concession operation. Electricity is available at some sites. The concessionaire must provide his or her own electrical cords, water hoses, etc. The PPR Department is not responsible for losses due to electrical or water failure. Electrical and water usage shall not interfere with our normal park use, shelter reservation or other pre-arranged activity.
- 4) The concessionaire is responsible for picking up and removal of garbage generated from their concession and is required to follow their proposed plan of action, which is stated on their application.
- 5) Any temporary or permanent improvement or building must have prior approval of the Director. Any permanent improvement or building will become property of the City of Polson upon termination of the concession contract. The Director may grant fee waivers for permanent improvements made to a facility. Prior arrangements and documentation supporting the amount spent for improvements would be required for any possible fee waivers.
- 6) The concessionaire will be responsible for any and all damages that occur to Parks and Recreation facilities due to concessionaire negligence or willful action.
- 7) The PPR Department shall have the right to request the removal of any concession personnel that the Department feels is not acting in the best interest of the general public.
- 8) The concessionaire shall pay a damage/security deposit of \$50 at the time the agreement and permit is signed. This fee will be returned at the end of the year or event if all requirements of the contract are met. If the damage deposit is used, the balance over or under \$50 must be paid to the City in order to continue operation. The damage deposit must be available for repair of damages at all times. The City of Polson will deposit the check and will issue a refund (within 10 business days) upon satisfactory compliance.
- 9) The PPR Department reserves the right to allow more than one, and limit the number of concessionaires at a facility.
- 10) Permitted concessionaires will not be allowed to sell their concessions at special events, used as fundraisers for nonprofit organizations, unless authorized to do so by the event organizers.
- 11) Additional advertising in the park or other means of drawing attention to operation is not allowed. Examples would be additional signage, music, or solicitation using pamphlets.

12) Concessions must be managed in a professional manner.

13) The fee for selling concessions in public parks is non-refundable.

PENALTIES

The Polson Parks and Recreation Department will present written notification of any problems or regulations that are not being met. The concessionaire will have one week to make the necessary changes to their concessions operations. If the changes are not made, the Polson Parks and Recreation Department shall reserve the right to:

1. Keep the deposit and require another deposit to continue operation of the concession. Or
2. Give written notification that the permit will be terminated within fourteen (14) days and concessionaire to pay for any damages.

Any appeals must be made in writing and directed to the Director of Parks and Recreation or the City Manager. Appeals at the discretion of the city manager may be taken to the Polson Park Board.

ENFORCEMENT

Individuals, groups or organizations managing concessions in City Parks, selling or issuing alcohol, using facilities without proper agreements, breaking Park policies regarding use of any facilities may be ticketed by police and may be assessed a fine per city ordinance, plus pay the appropriate fees. Additional occurrences or the inability to pay a rental or permit fee will result in forfeiture of use of any Park facility.

Parks Concession Permit Application

Polson Parks and Recreation, 106 1st St E., Polson MT 59860 883-8206 Fax (406) 883-8238

(Name of Organization) (Organization Representative)

Address: _____

City State Zip _____

Phone: _____

E-Mail Address: _____

2nd Contact Person _____ Phone _____

Concession type: _____

Plan of Action:

_____.

Name of Park: _____

Specified Area in Park: _____

Date of Use: From ____/____/____ To ____/____/____.

Time of Use: From _____ To _____

Special requirements of this permit:

Please include any equipment you will be using – tent, canopy, toys, generators, etc

TENTS OR CANOPIES can only be erected in designated sites in. Prior to release of the deposit after the event, irrigation lines near the canopy and/or tent sites will be inspected for damage within 5 working days.

IRRIGATION LINES AND DESIGNATED SITES ARE NOT CLEARLY MARKED, PERMIT HOLDERS ERECTING CANOPIES OR TENTS DO SO AT THEIR OWN RISK, AND WILL BE HELD LIABLE FOR DAMAGES.

By signing, applicant is acknowledging responsibility to pay for all costs to repair damages to park property and that the applicant indemnifies the City for liability.

Signature of Applicant

Printed name of Applicant

Date

__/__/__

Signature of City Representative receiving application

Date received

__/__/__

Approved

Denied

Pat Nowlen, Director of Parks and Recreation

or

City Manager's signature

__/__/__

__/__/__

PARKS CONCESSION PERMIT

In consideration of the covenants herein expressed, the City of Polson Parks and Recreation Department hereinafter called the "City", does hereby grant permission to organization/individual below hereinafter called "Permit Holder":

The Parks Concessions Permit constitutes the entire agreement between the parties hereto.

Polson Parks and Recreation Approval BY: _____

The parties have hereunto executed this document ____/____/____.

Name of concession: _____

Type of concession: _____

Conditions: _____

Dates valid: ____/____/____ - ____/____/____.

Times valid:

Fee Collected: _____ Date Paid: ____/____/____

Deposit Fee: _____ Date Paid: ____/____/____

The Permit Holder has received and Agrees to the Parks Concession Permit Terms and Conditions.

Organization Representative (Signature) _____

Name (Printed): _____ Title: _____

Park and Rec. Representative (Signature) _____

Name (Printed): _____ Title: _____

*Keep this Park Concession Permit with you at all times while conducting business in the Parks.