



Chesterfield County Parks and Recreation

P.O. Box 40 Chesterfield, VA 23832

(804) 748-1623

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FAX: 751-4131

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PLEASE NOTE: See Parks and Recreation Concession Policy and temporary food establishment guidelines for references. For additional information, please call Bill Carlson at (804) 748-1128.

Concession-Permit Application

Applicant: (Print) _____ Date: _____

Address: _____ Phone: _____

Name of organization (concessionaire): _____

Classification request (check one): ☐ Short Term Contract (1-3 days) (\$15) ☐ Seasonal Contract (\$50)
☐ Mobile Concession Trailer Rental (See fee schedule) ☐ Seasonal Contract Building (\$100)
(Requires completion of user inspection checklist)

Requested park(s): _____

Desired location (be specific): _____

Period of request: From _____ To _____

Type of concession stand (description): _____

Utility and any special requirements (if any): _____

Insurance coverage (Proof of insurance must be provided; \$500,000 General Liability - County of Chesterfield Listed as Additional Insured.)

Purpose of concessions _____

I have read the "Rules and Regulations Governing Concessionaires" operating within the facilities of the Chesterfield County Parks and Recreation Department and agree to abide by these rules and regulations. I understand that failure to do so either by my organization or by any designated subcontractor, may result in termination of permit and denial of subsequent concessionaire requests.

Date

Signature of Applicant

Providing a FIRST CHOICE community through excellence in public service

FOR OFFICE USE ONLY

This is to inform you that: Name of concessionaire _____

(will/will not) have permission to operate concessions at _____

For the time period from _____ to _____ REC # _____

Date

Director or Designee
Chesterfield County Parks and Recreation

An approved copy of this application must be displayed at all times in a prominent place at the concession location.

Copies to be sent to: Recreation Parks Health Dept.

Revised 12/07

RULES AND REGULATIONS GOVERNING CONCESSIONS:

All concessionaires are subject to the following provisions and any additional regulations specified in the lease or permit agreement.

- A. Compliance with all park property and facility rules and regulations presently in effect, as though inserted as part of the terms of the lease or permit.
- B. Compliance with all provisions stated in the lease or permit.
- C. The concessionaire shall be legally considered as an independent contractor and neither he nor his employees shall, under any circumstances, be considered employees of the county, and the concessionaire shall indemnify and hold Lessor harmless from any and all claims, suits and damages, costs and expenses rising out of, or in any way relating to, Lessee's conduct and operation of the concession facility and from any damages, claims or suits based on personal injury or property damage caused by Lessee's negligence.
- D. The county shall not be liable for any damage to persons or properties in the space leased/rented to the concessionaire. The concessionaire shall agree that all personal property upon the demised premises shall be at the risk of the concessionaire only and that the county shall not be liable for any damages or loss or theft thereof.
- E. The concessionaire shall furnish all labor, services, materials and supplies necessary to maintenance in the operation of concession. This shall also include the area immediately surrounding same as offered by said operation.
- F. All concessionaires must obtain and post in a prominent location all permits and licenses (which may include health permits, an itinerant license, a retail license and an approved copy of the concessionaire permit-request form) required by government agencies to sell the merchandise approved herein.
- G. Secure and keep in force adequate public-liability insurance naming the county as co-insured in amounts not less than \$500,000 or as otherwise specified public-liability insurance in the permit or lease.
- H. All concessionaires must adhere to county fire regulations.
- I. The concessionaire shall place no signs or advertisements upon Parks and Recreation Department property or upon any vehicle operated by the concessionaire under the provision hereof except such as shall first be approved in writing by the director or his designee. The department, through its agents, shall have the right, without notifying the concessionaire, to remove at the cost and expense of the concessionaire, any sign or signs that are erected without consent.
- J. Concessionaires shall only be allowed to locate within the area specified in the lease or permit.
- K. Concessionaire shall not permit garbage and other refuse to accumulate or to gather in or about any of the buildings or structures 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 10 days after the said season has ended.
- M. Any changes in the building must be approved by the director of Parks and Recreation 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 phones are installed as a regular accommodation for park patrons.
- O. The director of Parks and Recreation or his designee may periodically review the concessionaire compliance with the criteria needed for the insurance and continuance of the lease or permit.
- P. Any non-approved concessionaire not displaying an approved concessionaire-permit-application form will be excluded from park property and subject to trespassing charges.
- Q. The agreement or contract on any of the rights and privileges provided for herein shall not be transferred or assigned by the concessionaire unless so specified in the concessionaire application form. 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 of Parks and Recreation. Ultimate responsibility for the conduct of said designees rests with the approved concessionaire.
- R. Upon the termination of the lease/rental or because of lapse of time or upon termination for any other reason, the concessionaire shall remove all goods, chattels and fixtures belonging to the concessionaire and shall leave the premises in the condition received, reasonable wear and tear expected. In the event said goods, chattels and fixtures are not removed within 10 days from the agreement expiration 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.