

ATTACHMENT B – CONCESSION STANDARD TERMS AND CONDITIONS

1. **CONCESSION AUTHORITY:** This agreement is authorized under and subject to the Utah Division of Parks and Recreation (hereinafter the “DIVISION”), Utah Administrative Code R651-601 et. seq., including but not limited to the following, by reference:

R651-608-2 Any person, defined as “an individual, partnership, corporation, association, governmental entity or public or private organization of any character other than an agency”, or agency shall not engage, conduct, or participate in a commercial activity or scheduled event on state park property without a Special Use Permit, Cooperative Agreement or Concession Contract.

R651-601-12. “Commercial Activity” means any activity, private or otherwise, that is for the purpose of commercial gain, or that is part of any scheme or plan established for the purpose of obtaining commercial gain. This includes, but is not limited to:

- (1) sales of goods or merchandise.
- (2) rentals of equipment.
- (3) collection of entrance or admission fees.
- (4) collection of storage or use fees.
- (5) sales of services.
- (6) delivery service of rental equipment to the park area by a rental agency as part of a customer rental agreement.

R651-601-13. “Commercial gain” means compensation in money, services, or other consideration as part of a scheme or effort to generate income or financial advantage of any kind.

R651-601-14. “Concession Contract” means a use agreement granted to an individual, partnership, corporation, or other recognized organization, for the purpose of providing services or sales of goods or merchandise for conducting commercial activity.

2. **CONCESSION GRANTED:** By granting this CONTRACT, hereinafter referred to alternately as “CONCESSION CONTRACT,” the DIVISION authorizes and allows the CONTRACTOR, hereinafter referred to alternately as the “CONCESSIONAIRE,” to develop and operate a recreational concession, hereinafter referred to as “CONCESSION.” The CONCESSIONAIRE accepts, for all purposes, the CONCESSION PREMISES in its present physical condition “as is,” upon execution of the present. The CONCESSIONAIRE, at its own expense and liability, shall make all improvements necessary to perform this contract. The CONCESSIONAIRE shall operate the CONCESSION so as not to interfere with public use of the State Park or facility.
3. **CONCESSION PROPERTY:** At its own expense, the CONCESSIONAIRE shall acquire all personal property the CONCESSIONAIRE needs to operate the concession and perform this contract. The CONCESSIONAIRE shall have rights of ownership and or possession of this property. The CONCESSIONAIRE shall be responsible for the maintenance and repairs of its own property and the repairs to any DIVISION property damaged as a result of the negligence of a CONCESSIONAIRE, employee, or customer. The CONCESSIONAIRE shall maintain all of its property in a first-class manner throughout the term of this agreement. The term “first-class” shall mean free from any defects, in a safe condition, clean or otherwise maintained to the satisfaction of the DIVISION.

CONCESSIONAIRE shall identify all improvements owned or constructed by CONCESSIONAIRE within the CONCESSION PREMISES and CONCESSION SERVICE AREA. This list shall be provided to the Park Manager and reviewed at least every six months during concession conferences with the Park Manager.

4. **TAXES AND ASSESSMENTS:** The CONCESSIONAIRE shall pay all applicable taxes, fees or assessments levied against the CONCESSION PREMISES and property. The CONCESSIONAIRE shall pay all taxes on goods, merchandise, fixtures, appliances and equipment owned or used therein.
5. **EASEMENTS:** All real property rights are retained by the DIVISION. All rights herein of the CONCESSIONAIRE shall be subject to all easements or right-of-ways, water rights, or other real property interests that may exist within the State Park or within the CONCESSION PREMISES. The DIVISION may at any time create additional easements or rights-of-ways over, under, along, and across the CONCESSION PREMISES, and may do so without compensating the CONCESSIONAIRE. In exercising these rights, the DIVISION shall take reasonable steps to minimize any interference with operation of the concession.
6. **LIABILITY RELEASE:** If, in connection with the present contract or otherwise in connection with the CONCESSION PREMISES, the CONCESSIONAIRE rents, leases, or lets recreational equipment, including, but not limited to, watercraft, off highway vehicles, horses, etc., the CONCESSIONAIRE shall provide renter with a rental agreement, which renter shall agree to and sign. The rental agreement shall name the DIVISION as released of all liability renter incurs in connection with the use or operation of said equipment. Rental agreements utilized by the CONCESSIONAIRE shall receive prior written approval of the

DIVISION.

7. **PROPERTY DESTRUCTION:** If the CONCESSIONAIRE's property is damaged or destroyed, the CONCESSIONAIRE, at its own cost, shall restore or rebuild the premises as soon as possible and shall resume operation of the concession as soon as possible. The CONCESSIONAIRE shall report any damage or destruction in this connection to the DIVISION within ten (10) days with a written plan, including time schedule, for restoration and rebuilding. Any time lapse in CONCESSION services in this connection, greater than ninety (90) days, will require written permission from the DIVISION. The CONCESSIONAIRE's duty to restore and rebuild shall be excused only if the DIVISION specifically excuses it in writing, in which case the DIVISION may declare the contract terminated. Such termination shall not forgive or extinguish any other outstanding obligations or breaches.
8. **COMPLIANCE WITH RULES AND REGULATIONS:** The CONCESSIONAIRE shall abide by, and the concession shall be operated in, accordance with all Federal, State, and local laws, ordinances, and rules including but not limited to rules established by the Utah Parks Board (hereinafter the "BOARD").
9. **SAFETY:** It is the CONCESSIONAIRE'S responsibility to keep the concession area safe. The CONCESSIONAIRE shall immediately notify the DIVISION of any unsafe condition of the CONCESSION PREMISES, as well as any unsafe practices occurring thereon, and work with the DIVISION to correct that practice or condition. The CONCESSIONAIRE shall seek emergency medical care for any member of the public who is in need thereof because of illness or injury occurring on or from the CONCESSION PREMISES and promptly report any such incident to the DIVISION. The CONCESSIONAIRE shall cooperate fully with the DIVISION and law enforcement officers in the investigation of any accidental injury or death occurring on or from the CONCESSION PREMISES, including a prompt report thereof to the DIVISION.
10. **SECURITY:** The CONCESSIONAIRE shall be responsible for all security and surveillance of CONCESSION PREMISES. The CONCESSIONAIRE may install at its own expense any legal device or equipment designed for the purpose of protecting the CONCESSION PREMISES from theft, burglary or vandalism provided that prior, written approval is obtained from the DIVISION. Any DIVISION provided security patrol shall be limited by and subject to the patrolling activities normally performed by the DIVISION. The CONCESSIONAIRE shall pay the DIVISION for its pro-rata share, based upon the number of monitored devices, of the costs of security and fire alarm off-site monitoring.
11. **INSPECTION OF PREMISES:** In its discretion the DIVISION may enter and inspect the CONCESSION PREMISES at any time, and the CONCESSIONAIRE shall cooperate in the inspection. The CONCESSIONAIRE's duties under this contract, including the duty to keep the CONCESSION PREMISES safe, shall not be lessened or affected if the DIVISION either inspects or does not inspect the premises at any time. The DIVISION assumes no responsibility or liability for inspecting or not inspecting the premises.
12. **DISPUTE RESOLUTION:** Dispute resolution, if any, shall be handled at the discretion of the DIVISION Director (hereinafter the "DIRECTOR".) The DIRECTOR will proceed according to the following.
 - a. Good Faith Negotiations:
 - (1) In the event of any dispute, claim, question, or disagreement (collectively, a "Dispute") arising from or relating to this CONCESSION or the DIVISION's and/or CONCESSIONAIRE's performance or alleged breach, then DIVISION and CONCESSIONAIRE shall use reasonable efforts to settle the Dispute within thirty (30) days of receipt of notice of such Dispute (a "Dispute Notice"). To this end, the parties shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to both parties. The Dispute Notice shall contain a brief description of the nature of the Dispute and shall be delivered within thirty (30) days after the party sending the Dispute Notice becomes aware of the facts giving rise to, and the existence of, a Dispute. Each party shall use commercially reasonable efforts to mitigate its damages upon becoming aware of a Dispute.
 - (2) Although the DIVISION and CONCESSIONAIRE intend to negotiate in good faith, they agree that no party can be held liable in damages or otherwise for an alleged breach of an obligation to negotiate in good faith. The parties further agree that neither the DIVISION nor CONCESSIONAIRE can be held liable for expenses incurred or opportunities foregone by the other in reliance on the party's agreement to negotiate in good faith.
 - b. Mediation:
 - (1) If the DIVISION and/or CONCESSIONAIRE are unable to resolve the dispute, claim, question, or disagreement through good faith negotiations within thirty (30) days then either party may submit the matter to mediation by providing the other party with notice of intent to mediate. The notice of intent to mediate must be delivered to the other party within ten (10) days of the completion of good faith negotiations.
 - (2) The mediation shall be conducted in accordance with Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (except for the rules requiring American Arbitration Association administration). The DIVISION and CONCESSIONAIRE shall bear equally the costs of the mediation. The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from American Arbitration Association, if they are unable to agree upon a mediator within three (3) business days of receipt of the notice of intent to mediate.

- (3) The DIVISION and CONCESSIONAIRE agree to participate in good faith in the mediation and related negotiations for a period of thirty (30) days or such additional time as they may mutually agree.
 - (4) Although the DIVISION and CONCESSIONAIRE intend to mediate in good faith, they agree that no party can be held liable in damages for an alleged breach of an obligation to mediate in good faith. The DIVISION and CONCESSIONAIRE further agree that no party can be held liable for expenses incurred or opportunities foregone by the other in reliance on the party's agreement to mediate in good faith.
 - (5) The DIVISION and CONCESSIONAIRE may, but are not required to, retain the American Arbitration Association to administer the mediation proceedings.
- c. Completion of, or a good faith effort to complete good faith negotiations and mediation under the previous paragraphs is a condition precedent to DIVISION's and CONCESSIONAIRE's right to initiate court proceedings involving the CONCESSION, except for an action to enforce the obligation to negotiate or mediate.

13. **WAIVER:** Any waiver by the DIVISION of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained; nor shall failure on the part of the DIVISION to require exact, full and complete compliance with any of the covenants, conditions, or terms of agreement herein contained be construed as in any manner changing the terms of this agreement or stopping the DIVISION from enforcing its full provisions thereof.

No delay, failure, or omission of the DIVISION to re-enter the CONCESSION PREMISES or to exercise any right, power, privilege or option arising from any default nor any subsequent acceptance of payments then or thereafter accrued shall impair any such right, power, privilege or option or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

No notice to the CONCESSIONAIRE shall be required to restore or revive "time of the essence" after the waiver by the DIVISION of any default.

No option, right, power, remedy or privilege of the DIVISION shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given the DIVISION by this agreement shall be cumulative.

14. **CONTRACT ENFORCEMENT:** It is understood that the park shall be operated in accordance with the rules including but not limited to park manager authority, established by the BOARD. Said rules and regulations are designed for the protection of the visitors and facilities of the park, and to provide for emergency conditions that from time to time may require the park, including the CONCESSION area, to close temporarily (e.g., because of weather conditions, overcrowding or other conditions requiring immediate action on the part of the park manager).
15. **PARK MANAGER AUTHORITY:** The park manager over the CONCESSION PREMISES has authority to enforce this agreement on behalf of the DIVISION and may authorize other DIVISION employees to help administer this agreement. Regardless, the park manager's authority to administer the CONCESSION CONTRACT shall not extend to verbally altering or amending the provisions of the Contract.
16. **PARK USE FEES:** Notwithstanding any other provision contained herein, the DIVISION shall have the right to collect park use fees in the amount determined by the BOARD for public use of the facilities provided at CONCESSION AREA. In order to avoid having the public charged unreasonably high or unduly low amounts for recreation services provided by the CONCESSIONAIRE, the DIVISION and the CONCESSIONAIRE shall coordinate fees charged or not charged by the Park to CONCESSION customers. The park manager may reduce or waive fees for this purpose. If the park manager grants a reduction or waiver, it shall be invalid unless memorialized in writing and signed by both CONCESSIONAIRE and park manager.
17. **DATA SECURITY:** CONCESSIONAIRE shall be responsible for all its own information security according to all applicable federal and state privacy and data protection laws. This includes the protection and security of credit cardholder data that CONCESSIONAIRE possesses, including the functions relating to storing, processing, and transmitting of cardholder data, in compliance with Payment Card Industry Data Security Standards (PCI-DSS).
18. **REMITTANCE OF FEES AND RENTS (IF PAYING AN ANNUAL CONCESSION AREA RENTAL FEE):** The CONCESSIONAIRE shall provide to the DIVISION a verified annual gross receipts report, showing any amount due and payable to the DIVISION. Any payment due shall be included with said report. Remittance shall be made to the DIVISION on or before October 1 of each operational year. Late payments may be subject to an interest charge of 2% monthly on the balance due the DIVISION. Payment shall be made to the order of the State of Utah Division of Parks and Recreation and delivered to the park manager in charge of the CONCESSION SERVICE AREA.

REMITTANCE OF FEES AND RENTS (IF PAYING A PERCENTAGE OF GROSS RECEIPTS): The CONCESSIONAIRE shall provide to the DIVISION a verified monthly gross receipts report, showing any amount due and payable to the DIVISION. Any payment due shall be included with said report. The monthly reporting period shall be the calendar month. Remittance shall be made to the DIVISION on or before the fifteenth of each month following the reporting period. Late payments may be subject to an interest charge of 2% monthly on the balance due the DIVISION. Payment shall be made to the order of the

State of Utah Division of Parks and Recreation and delivered to the park manager in charge of the CONCESSION SERVICE AREA.

The term "gross receipts" shall mean all monies, property or any other things of value received by the CONCESSIONAIRE through the operation of said CONCESSION or through compensation for branded merchandise, endorsements, or partnerships in this connection. The CONCESSIONAIRE may deduct certain types of gross receipts in calculating "adjusted gross receipts" upon which percentage fees shall be calculated and paid. Included in these deductible receipts shall be the following: sales, transient room, resort, excise, and fuel taxes, and the like, collected on behalf of and paid directly to taxing entities; refunds of expenditures, tax payments, or deposits; cash given to customers in debit and credit card transactions; proceeds of the sale of CONCESSIONAIRE's used and retired capital equipment; payments received for off-site repairs; and loans to the concessionaire. Any deduction/adjustment of this nature must be properly documented in the receipts of the CONCESSIONAIRE and on revenue reports to the Park.

19. **ACCOUNTING RECORDS:** The CONCESSIONAIRE shall maintain a method of accounting in accordance with generally accepted accounting principles and procedures, which, to the satisfaction of the DIVISION, shall correctly and accurately reflect the gross receipts and disbursements of the CONCESSIONAIRE. The method of accounting, including bank accounts established for the CONCESSION, shall be separate from the accounting system used for any other business operated by the CONCESSIONAIRE or for recording the CONCESSIONAIRE's personal financial affairs. Such method shall include the following documents:
- a. Regular books of accounting such as general ledgers or computer accounting programs.
 - b. Journals, including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
 - c. State and Federal income tax returns and sales tax returns.
 - d. Cash register tapes (daily tapes may be separated but shall be retained so that from day to day the sales can be identified).
 - e. Any other reporting records that the DIVISION deems necessary for proper reporting of receipts.
 - f. All sales shall be recorded by means of written receipts or cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded in a sales slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in either case, be reset, and in addition, a tape located within the register on which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record.
 - g. All documents, books and accounting records shall be open for inspection as outlined in Attachment A so that the accuracy of the above records can be confirmed. If the report of gross sales made by the CONCESSIONAIRE should be found to be less than the amount of gross sales disclosed by such audit, the CONCESSIONAIRE shall pay the delinquent amount within thirty (30) days notice of deficiency. Interest at the rate of 2% monthly may be added.
 - h. The CONCESSIONAIRE shall provide the DIVISION access to sworn or verified income and expense statements, balance sheets, or any other concession financial records as requested.
20. **CONSTRUCTION:** If any construction is to be completed, all improvements shall be in accordance with plans and specifications, which shall have been prepared by the CONCESSIONAIRE, and final plans approved by the DIRECTOR and in accordance with all applicable Federal, State, and local regulations. Such agencies shall include property stakeholders, and Federal, State, and local regulatory and service authorities, such as the county fire marshal. All construction shall be properly bonded and insured. No modification of said final plans and specifications or of said improvements, including landscaping, shall be made by the CONCESSIONAIRE without prior written approval of the DIRECTOR. In the event the development requires the construction to be completed in phases, the nature of the development and the time interval between phases shall be subject to approval by the DIRECTOR.
- a. The CONCESSIONAIRE agrees that the STATE may have on the site at any time during the development period an inspector who shall have the right of access to the CONCESSION PREMISES and any construction work.
 - b. Permits and inspection. For projects costing less than one hundred thousand dollars (\$100,000.00), construction proposals, plans, and specifications shall be approved by the Division Construction Manager. This may require construction permits from the local city/county building authority and inspection services as required by local codes. For projects costing one hundred thousand dollars (\$100,000.00) or more, the project shall be managed by the Utah State Division of Facilities Construction and Management (DFCM), and all DFCM criteria and codes shall be followed before and during construction.
 - c. The CONCESSIONAIRE shall complete and maintain all construction and installations covered by this agreement in a good and workmanlike manner with high quality materials and shall furnish all tools, equipment, labor and materials necessary to perform and complete the same. The CONCESSIONAIRE expressly warrants that all materials and workmanship will be free from defects.
21. **REMOVAL OR SALE OF CONCESSION BUILDINGS AND STRUCTURES:** The parties agree that, at the end of the contract period, the CONCESSIONAIRE shall remove all CONCESSIONAIRE-owned buildings and structures from the

CONCESSION PREMISES, or sell any or all of the buildings or structures to the DIVISION or to the succeeding concessionaire. CONCESSIONAIRE shall have sixty (60) days after the contract termination date to remove or sell the CONCESSIONAIRE-owned buildings and structures.

CONCESSIONAIRE shall pay for all costs and expenses related to the removal of the buildings and structures, and hold the DIVISION harmless from any and all liability, including expenses for attorney's fees, which may arise from such removal. Promptly following removal of the designated buildings and structures, the CONCESSIONAIRE, at its expense, shall:

- a. Restore the affected property to a condition fully equal to that existing before the building or structure was in place, subject to the following specifications:
 - (1) CONCESSIONAIRE shall repair excavated areas to match the existing grade and materials;
 - (2) CONCESSIONAIRE shall bring in additional materials and promptly restore smooth surface contours matching the existing grade of any portion of the property that may have settled due to trenching or other construction or removal activities caused by CONCESSIONAIRE;
 - (3) CONCESSIONAIRE shall saw cut the asphalt of the property that CONCESSIONAIRE causes to be excavated if the excavated area was paved; and
 - (4) CONCESSIONAIRE shall, if backfilling, use select fill and cap it with road base to a minimum of 8-inches compacted to 96% below asphalt, with asphalt depth to be existing asphalt plus 1-inch compacted to 96%.
- b. Repair or replace any damaged signs and return them to their original location. If any fencing is removed or damaged by CONCESSIONAIRE, the CONCESSIONAIRE shall repair and replace the fence to its original location. CONCESSIONAIRE shall be responsible for all material costs and labor costs associated with repairing any damage to the property caused by CONCESSIONAIRE.

22. **LEASEHOLD SURRENDER INTEREST:** A CONCESSIONAIRE may acquire leasehold surrender interest (hereinafter "LSI") through constructing or providing capital improvements for the purpose of providing certain visitor services in connection with a qualified concession contract, on the property to which the CONCESSIONAIRE has a concession contract or leasehold interest. A capital improvement is a structure, fixture, or non-removable equipment provided by a concessionaire pursuant to the terms of a qualified concession contract and located on lands of or held by the STATE within a park area. In this connection, a capital improvement does not include any interest in land. Additionally, a capital improvement does not include any interest in personal property of any kind unless an item of personal property becomes a fixture as defined in this part.

- a. Before beginning to purchase or construct any capital improvement, the concessionaire must obtain written approval from the DIRECTOR in accordance with the terms of its leasehold surrender interest concession contract. The request for approval must include appropriate plans and specifications for the capital improvement and any other information that the DIRECTOR may specify. The request must also include an estimate of the total construction cost of the capital improvement. The estimate of the total construction cost must specify all elements of the cost in such detail as is necessary to permit the DIRECTOR to determine that they are elements of construction cost as defined in this part. (The approval requirements of this and other sections of this part also apply to any change orders to a capital improvement project and to any additions to a structure or replacement of fixtures as described in this part.)
- b. Upon substantial completion of the construction of a capital improvement in which the CONCESSIONAIRE is to obtain a leasehold surrender interest, the CONCESSIONAIRE must provide the DIRECTOR a detailed construction report. The construction report must be supported by actual invoices of the capital improvement's construction cost together with, if requested by the DIRECTOR, a written certification from a certified public accountant. The construction report must document, and any requested certification by the certified public accountant must certify, that all components of the construction cost were incurred and capitalized by the CONCESSIONAIRE in accordance with GAAP, and that all components are eligible direct or indirect construction costs as defined in this part. Invoices for additional construction costs of elements of the project that were not completed as of the date of substantial completion may subsequently be submitted to the DIRECTOR for inclusion in the project's construction cost.

Substantial completion of a capital improvement means the condition of a capital improvement construction project when the project is substantially complete and ready for use and/or occupancy.

- c. After receiving the detailed construction report (and certification, if requested), from the CONCESSIONAIRE, the DIRECTOR will review the report, certification and other information as appropriate to determine that the reported construction cost is consistent with the construction cost approved by the DIRECTOR in advance of the construction and that all costs included in the construction cost are eligible direct or indirect costs as defined in this part. The construction cost determined by the DIRECTOR will be the final determination of construction cost for purposes of the leasehold surrender interest value in the related capital improvement unless the CONCESSIONAIRE requests arbitration of the construction cost. The DIRECTOR may at any time review a construction cost determination if the DIRECTOR has reason to believe that it was based on false, misleading or incomplete information.
- d. Leasehold surrender interest value means the amount of compensation a concessionaire is entitled to be paid for a leasehold

surrender interest in capital improvements in accordance with this part. Unless otherwise provided by the terms of a leasehold surrender interest concession contract, leasehold surrender interest value in existing capital improvements is an amount equal to:

- (1) The initial construction cost of the related capital improvement, or purchase cost if an existing structure, or Initial LSI Value;
- (2) Adjusted (increased or decreased) by the same percentage increase or decrease as the percentage increase or decrease in the Consumer Price Index (hereinafter the "CPI") from the date the DIRECTOR approves the substantial completion of the construction, or purchase closing date if an existing structure, of the related capital improvement up to the date of payment of the leasehold surrender interest value, such value being the CPI-Adjusted Value; and
- (3) Said CPI-Adjusted Value is multiplied by the Remaining-Life Factor, which is the ratio between current remaining asset life and the asset life remaining at the time of Initial LSI Value, dividing the former by the latter. After the end of the asset's life, a structure, as defined herein, shall have an LSI value of zero dollars and zero cents.

e. The CONCESSIONAIRE:

- (1) May encumber a leasehold surrender interest in accordance with this part, but only for the purposes specified in this part;
- (2) Where applicable, must transfer in accordance with this part its leasehold surrender interest in connection with any assignment, termination or expiration of the concession contract; and
- (3) May relinquish or waive a leasehold surrender interest.

f. A new leasehold surrender interest concession contract awarded to a new concessionaire will require the new concessionaire to pay the prior concessionaire its leasehold surrender interest value in existing capital improvements as determined by the DIRECTOR. The new concessionaire upon payment will have a leasehold surrender interest in the related capital improvements on a unit-by-unit basis under the terms of the new leasehold surrender interest contract for the remaining life of the asset. Instead of initial construction cost, the initial value of such leasehold surrender interest will be the leasehold surrender interest value that the new concessionaire was required to pay the prior concessionaire.

g. A concessionaire will not obtain initial or increased leasehold surrender interest as a result of repair and maintenance of real property improvements unless a repair and maintenance project is a major rehabilitation.

23. **CONCESSIONAIRE STAFF:** CONCESSIONAIRE shall maintain an adequate and proper staff and shall not engage in, or permit employees to engage in, any behavior that the DIVISION deems to be detrimental to the public patronizing the Park or to any DIVISION employee. The CONCESSIONAIRE shall designate one member of the staff as the CONCESSION manager with whom the park manager may deal on a daily basis. Often the public fails to differentiate whether staff members are employees of the DIVISION or of the CONCESSIONAIRE; therefore, the CONCESSIONAIRE shall assure that the department of their staff reflects positively on park management and the mission of the DIVISION. In this connection, the employees of the CONCESSIONAIRE may attend the annual seasonal orientation meeting, notice of which shall be given by the park manager at least two weeks in advance.

24. **SIGNS:** All signs that the CONCESSIONAIRE wishes to place within the CONCESSION SERVICE AREA must be approved in advance and in writing by the DIVISION. The DIVISION may place its own signs within the CONCESSION SERVICE AREA, provided that said signs do not interfere with the reasonable business activities of the CONCESSIONAIRE.

25. **PRE- AND POST-SEASON CONFERENCES:** The CONCESSIONAIRE and DIVISION shall meet in conference prior to the beginning of each service year and at the end of each service year with the purpose of optimizing the efforts of the CONCESSIONAIRE and their staff in providing certain services to park visitors and supporting the mission of the park and the DIVISION. For the pre-season conference, the CONCESSIONAIRE shall prepare a complete list of prices to be charged by the CONCESSION for review and ultimate approval by the DIVISION before implementation.

26. **MARKETING AND MEDIA:** DIVISION and CONCESSIONAIRE will partner together regarding media coordination and the issuance of publications. Such coordination shall address but shall not be limited to the following: trade names, logos or marks, materials, websites, press releases, press outings and press conferences, logoed apparel and merchandise, and events. The DIVISION shall retain the right to reject any material inappropriate to the mission of the DIVISION.

The CONCESSIONAIRE shall have the right to use the park name and to reference materials published by the DIVISION in carrying out its marketing and media activities.

The CONCESSIONAIRE shall have the right to purchase and/or develop web domain names, names, and logos or marks in the commercial development of the CONCESSION. The CONCESSIONAIRE and the DIVISION shall work diligently to protect the said names and marks in all their forms. The CONCESSIONAIRE is authorized to make exclusive use of these names and marks for commercial purposes, i.e., logoed merchandise, 'official energy bar of...' type partnerships, etc., in conjunction with ongoing operation of approved activities as contained in the CONCESSION contract, and with written approval by the DIVISION, for development of products. Nothing in this section precludes the State of Utah from the use of the names and logos for non-commercial purposes or for the production of pins or other memorabilia for State of Utah activities.

Upon termination of the CONCESSION, domain names developed in this connection shall be available on the basis of first right of refusal for purchase by the DIVISION from the CONCESSIONAIRE for the total amount of \$1 each. Names and logos shall be available on the basis of first right of refusal for purchase by the DIVISION for their cost of development, but not more than \$1,000 each.

27. **CONCESSION PRICES:** Before charging customers for any good or service, the CONCESSIONAIRE shall obtain written approval from the Park Manager of any and all price(s) to be charged. CONCESSIONAIRE shall display all pricing prominently in the view of customers.
28. **Any conflict between Attachment B and Attachment C, hereof, shall be resolved in favor of Attachment B.**