



PARK CONCESSIONAIRE APPLICATION & AGREEMENT

Date of Application: _____ For Permit Period from _____ to _____

Name of Business: _____

Name of Applicant & Title: _____
First Last Title

Business Address: _____

City: _____ State: _____ Zip: _____

Business Phone: _____ Cell Phone: _____ Fax: _____

Email Address: _____

Tax Federal ID #: _____ Business License #: _____

Describe the items or services to be sold (attach menu or sales list with prices or approximate price range of items or services):

Please provide a description of commercial vehicle, trailer, or cart to be used and submit clear, color images of both sides, front and rear; if no vehicle, trailer, or cart is being utilized, please provide general description of set-up (table, booth, etc.):

Definitions

- A **Roving Concessionaire (RC)** provides sales *directly to the public* of approved items (food, beverages, services, or merchandise) at authorized BREC locations that do not already have permitted temporary or contracted permanent concessions. See List of Restricted Parks on page 3 for limitations; a map of all park locations is available at www.brec.org. Concession operations are to take place during daytime hours as described under Concession Requirements unless approved to operate otherwise. An RC pays a monthly or yearly fee to BREC during a specific agreement period to be permitted to operate. RCs may also participate in certain RC-based occasions coordinated by BREC (Food Truck Fridays, RC Round-Ups/Rodeos, etc.). **RCs must meet minimum liability insurance requirements (specified in Concession Requirements section) that are current and on file with the Recreation Office at the time of operation.**
- A **Special Event Concessionaire (SEC)** provides approved food, beverage, service, or merchandise sales *by invitation of BREC-staff or patrons involved in private rentals, for a specific date and duration, at a designated BREC park location*, as part of a special event or program (this includes 3rd party sales associated with private rentals). An SEC pays to BREC an annual permitting fee of \$100.00 per calendar year (January-December) for operation at unlimited events or a \$50.00 one-time permitting fee for operation at a single event. **SECs must meet minimum liability insurance requirements (specified in Concessions Requirements section) that are current and on file with the Recreation Office at the time of operation.**
- A **Vendor** receives payment *directly from BREC* for providing goods and/or services to BREC personnel or patrons (as a function of agency operation or program participation). Vendors must meet certain requirements set forth by BREC's Finance Department in order to be approved to receive payment from BREC for goods or services rendered.

This is a BREC Concessionaire Application. Would you like more information about becoming a BREC Vendor? No Yes

**If you indicate "YES" someone will contact you with further information.*

Concessions Requirements

1. All federal (CDC), state, and local public health and safety guidelines must be followed by the Concessionaire.
2. Concessionaire must be in good standing with City Parish permits and taxes. Concessionaire must have valid State of LA Business License and submit a copy of it with this application.
3. A current BREC-issued Concessions Permit, and all federal, state, and local required licenses and permits must be displayed and visible on the mobile unit from which the Concessionaire operates.
4. Concessionaire must comply with minor employment and practices (LA Minor Labor Law RS 23:241).
5. Concessionaire must be able to provide documentation that employees have a clear criminal background and are eligible to work in BREC facilities and parks. This document can be obtained at the Louisiana State Police Office, 7919 Independence Boulevard, Baton Rouge, LA (225) 925-6095.
6. Concessionaire workers should be uniformed. BREC reserves the right to disapprove of the use of logos or branding deemed inappropriate.
7. Concessionaire cannot assign or sub-contract this agreement to others.
8. Concessionaire must provide to BREC a current Certificate of Liability Insurance (CLI) indicating:
 - a. \$1,000,000 Commercial General Liability
 - b. Workers Compensation according to that required by Louisiana Law
 - c. Automobile Liability at \$15,000 Bodily Injury per person, \$30,000 max Bodily Injury, and \$25,000 Property Damage *(This is an absolute requirement for mobile or trailered food trucks and in any circumstance when a trailer is required to bring equipment, carts, or supplies to/from a BREC site.);*
 - d. The CLI must establish BREC as an additional insured on such policy and as a certificate holder; it should specify that the insurer thereof shall notify BREC if the policy is modified, canceled, or terminated.
9. Only concession vehicles, trailers, and carts approved by BREC may be used. Concession vehicles, trailers, and carts must always display an approved BREC logo while doing business on a BREC property. BREC reserves the right to disapprove of any advertising materials, fliers, or other signage that may be deemed inappropriate.
10. Utilities are not provided for Concessionaires but may be arranged if available and approved for special events. Vehicles, trailers, and carts must be self-contained for routine roving operations. Only quiet run generators should be used.
11. Concessionaire shall not have access to any close-gated areas within the BREC Park System (keys to parks will not be issued). Concession vehicles, trailers, and carts must always be parked in areas where public safety is able to be provided and maintained to park guests. Concessionaire shall not block the passage of the public through a public area. Concessionaire vehicles, carts, and trailers shall not be waived from parking restrictions. It is preferable that RCs make use of available parking spaces for situating their operations; all RC vehicles should fit within the bounds of a standard parking space. Rigs exceeding 10'x20' may not be approved as RCs.
12. With few exceptions (large special events, Food Truck Fridays, Roving Round-Ups/Rodeos, etc.) that are BREC invitation-only functions, there can only be one Concessionaire in any BREC location at a given time selling similar or like products. This is to allow fair opportunities for all approved RCs to be able to make the sales necessary to justify operation and to not significantly dilute sales opportunities. This is to state that the Concessionaire is obligated to an honor system of first come first serve. Infringement instances may be reported to the Recreation Office, (225) 272-9200 ext. 1400. Repeat violators will not be tolerated and may have their permit revoked or not be eligible for renewal or extension option at end of permit period.
13. All waste (garbage, food residues, cooking oil, etc.) must be disposed of properly; dumping on BREC sites is not permitted.
14. BREC is not responsible for Concessionaire equipment in storage or on BREC facilities and parks.
15. BREC must approve the prices and items being sold. Concessionaires are not authorized to sell any items (including but not limited to services and merchandise) that have not been previously approved as part of the application process. No glass bottles or containers shall be served by Concessionaires at BREC locations.
16. Concessionaire agrees to operate at authorized location(s) at the leisure of the Concessionaire from sunrise to sunset (or between park operating hours if specified), or otherwise approved or by invitation, within the terms stipulated in this Agreement. RCs may opt to extend their Agreement once per calendar year, so long as their insurance coverage and licenses remain current. Concessionaire must sign a new agreement no less than once per calendar year.
17. This Agreement gives no further rights to the Concessionaire other than the described temporary privilege to sell approved concessions subject to the conditions of this Agreement. BREC reserves the right during in-house or sponsored functions, to provide multiple Concessionaires.
18. Non-BREC sponsored special events may be permitted to take place in BREC parks. Permission may or may not be granted for vending during these special events.

_____ Initial

19. Permits will be issued as follows:
 - a. **Roving Concessionaire – Annual**, valid for 12 consecutive months of operation, with start date of the 1st of the month after payment in full of \$1,500.00 lump sum annual fee; or
 - b. **Roving Concessionaire – Limited**, valid for a specified period less than a year (minimum of 3 months, must be consecutive), with start date of the 1st of the month after payment in full of first and last months' fees at a rate of \$150.00 per month (first and last months' fees due at time of Agreement initiation as well as extension); or
 - c. **Special Event Concessionaire – Yearly**, valid within a specified calendar year (January-December) for operation during special events upon invitation by authorized event coordinators (BREC personnel or patrons with private rentals), with start date of the 1st of the month after payment in full of \$100.00 annual fee; or
 - d. **Special Event Concessionaire – Single Event**, valid only for operation at one event with a specific date, location, and duration, with issuance of permit upon payment to BREC of fee of \$50.00.
20. BREC reserves the right to terminate this Agreement with no advanced notice and no refund of monthly or annual fees if Concessionaire is determined not to be abiding by the terms described herein.
21. Concessionaire can terminate this Agreement on fair terms with minimum 30-day written notice, but no refunds in whole or in part will be issued for fees paid for any part of the remainder of the permit term.
22. If you encounter or witness any suspicious activity or abusive behavior in a BREC park, please report to BREC staff on site or call (225) 252-2620 to request a park ranger. In the event of an emergency, please dial 911.

List of Restricted Parks for Roving Concessions

Sites with Stationed or Contracted Concessions (no outside concessions permitted unless stipulated)

- Baton Rouge Zoo
- Burbank Soccer Complex (can operate near Dog Park)
- Liberty Lagoon Water Park
- Memorial Complex and Olympia Stadium (no roving concessions during games or other stadium events)
- Independence Community Park (including Goodwood Library)
- Beaver Creek Park & Golf Course
- City Park Golf Course
- Dumas Memorial Golf Course
- J.S. Clark Golf Course
- Santa Maria Golf Course
- Webb Memorial Golf Course

Sites Requiring Invitation or Permission from Authorized BREC Agent or Event Coordinator

- Blackwater Conservation Area
- Burbank Conservation Area
- Doyle's Bayou Park
- Frenchtown Road Conservation Area
- Kendalwood Road Park
- Sandy Creek Community Park
- Cohn Nature Preserve
- Jones Creek Park
- South Harrell's Ferry Road Park
- Magnolia Cemetery
- Bluebonnet Swamp Nature Center
- Farr Park Equestrian Center
- Highland Road Park Observatory
- Magnolia Mound
- Milton J. Womack Park/Eugene Young Administration Building

Hold Harmless

The undersigned, its officers, employees, agents or representatives shall indemnify, defend and hold harmless BREC, its Superintendent, Commissioners, employees, agents or representatives from and against any and all claims, damages, actions, liability and expense, including reasonable attorneys' fees and court costs, in connection with loss of life, personal injury and/or damage to property arising from or out of the negligent or wrongful acts or omissions or commissions of the undersigned, its officers, employees, agents or representatives while working the concessions as described under this Agreement at the BREC facilities and parks.

Concessionaire understands that Louisiana Law requires certain employers to maintain workers compensation insurance. No benefits of either party shall be available to employees and/or volunteers of the other party. Both parties shall be solely responsible for all matters relating to the payment of its employee(s) and/or contractors, including compliance with social security, withholding, and all other regulations governing such matters and shall be solely responsible for its subordinates and employees.

Concessionaires operating without the use of workers must agree to the following:

As the Applicant, I hereby agree to abide by the terms set forth in this Agreement. I understand that failure to do so may lead to the cancellation of my Concessionaire's Permit, the denial of future permit applications, or other legal actions by BREC. Applicant agrees to indemnify and hold harmless BREC against any and all claims and liability for damages to persons and/or property arising out of the use and maintenance of said park facility, parking lot, and/or any property owned by BREC for the stated purpose mentioned in this Agreement, including but not limited to the cost of any suits that may be filed against the Applicant and/or any person assisting the Applicant in the purpose of the permit issued as a result of this application.

_____ Initial

Proposal Evaluation

The object of the evaluation and selection process is to:

- Ensure minimum licensing, operating, and liability insurance coverage requirements are met;
- Provide fair, objective opportunities to local businesses to engage with the community at BREC park locations; and
- Maintain quality, appropriate offerings to BREC park patrons that enhance their park experience and are not in conflict with the mission of BREC.

By signing this Application & Agreement, the Authorized Agent understands that a BREC representative will evaluate all submitted proposals with neither intentional bias nor favor nor endorsement of any political or religious cause. All proposals may or may not be accepted entirely or in part and will be selected with consideration for value to park patrons as well as product saturation amongst the current community of Concessionaires. BREC will not disqualify Concessionaires that fail to meet the requirements for qualification and allows re-application with consideration for the stated reason(s) for non-approval. Additionally, by signing below, Authorized Agent agrees to operate within the bounds of the terms outlined in this Agreement.

Signed and acknowledge this _____ day of _____, _____.

Printed Name of Corporation or Business

BREC

Printed Name of Authorized Agent & Title

Printed Name & Title of BREC Representative

Signature of Authorized Agent

Signature of BREC Representative

Please return this Application & Agreement filled out in its entirety with a copy of the required documentation (State of Louisiana Business License, Certificate of Liability Insurance as stipulated, list of sale items, and if applicable, clear images of vehicle/trailer/cart) to:

BREC Recreation Office - Concessions
6201 Florida Blvd
Baton Rouge, LA 70806

or

Email to Ryan.Reed@brec.org

FOR OFFICE USE ONLY

This application and supporting documentation reviewed by:

1. Staff receiving documents (print name): _____ Title: _____

2. Administrative Manager (print): _____ Signed: _____

3. Asst. Director, Admin. Services (print): _____ Signed: _____

This application is:

____ APPROVED for issuance of the following:

____ Roving Concessionaire Annual Permit, Payment Receipt #: _____

____ Roving Concessionaire Limited Permit, Payment Receipt #: _____

____ Special Event Concessionaire Yearly Permit, Payment Receipt #: _____

____ Special Event Concessionaire Single-Event Permit, Event Date & Location: _____

____ Authorized Event Coordinator Name & Title: _____

____ Concessionaire opted to renew this Agreement through (date): _____

____ Payment Receipt #: _____

____ Concessionaire did not opt to renew this Agreement.

____ NOT APPROVED; Reason: _____

