

**CENTENNIAL PARK CONCESSIONAIRE
LEASE AGREEMENT
(CONCESSIONAIRE NAME)**

This lease agreement (Agreement) is made and entered into this _____ day of _____, 2020, between Twin Falls County (COUNTY), a political subdivision of the state of Idaho, and *Concessionaire Name*, (Lessee).

WHEREAS, COUNTY owns and administers the park in Twin Falls County commonly known as Centennial Park in the Snake River Canyon; and

WHEREAS, by Ordinance Title 3 Chapter 3 COUNTY has provided for its authority to grant leases for concessionaires to operate out of County parks;

NOW, THEREFORE, in consideration of the following mutual agreements it is understood and agreed between the parties as follows:

1. Concession Lease: COUNTY leases to Lessee the right to conduct a commercial operation consisting of rentals of watercraft from Centennial Park. This Agreement will be for four (4) years, starting on March 15th, 2024 and shall be reviewed annually by the Board of County Commissioners.
2. Concession Rent: Lessee agrees to pay COUNTY for the grant of this concession lease a minimum of \$_____ payable annually in advance. The Lessee is allowed to operate from March 15th to December 31st of the contract year. The minimum payment must be made on or before March 15th of each year of this Agreement. Any additional payment will be due by December 31st of each year of this Agreement
3. Concessionaire's Yearly Report: Lessee is required as a term of the lease to fill out the Concessionaire's yearly report, provided by COUNTY, by December 31st of each year. Failure to fill out such report is a material breach of the agreement. Therefore, the lease may be terminated immediately by COUNTY.
4. Operational Guidelines:
 - A. Hours of Operation: Lessee is allowed to operate its business between the hours of 7 a.m. to dusk each day of the week. Location of Operation is restricted to the area specifically approved by the Director. The Lessee is allowed to deliver boats to launch area but must return to operational area after delivery. All areas of operation must be approved by the Director.
 - B. Signage: Lessee is allowed to put up a folding 2x4 foot sign advertising Lessee's business. The sign location must be pre-approved by the Director.
 - C. Refuse: Lessee is responsible to monitor and remove to a location away from Centennial Park all trash, refuse, and other debris created by its operation. Lessee will take further steps and precautions to alleviate and prevent waste material of any nature from entering the water of the Snake River or being cast upon the Snake River.
 - D. Overnight Docking: No overnight docking of watercraft owned by Lessee is allowed at Centennial Park. Lessee shall remove its watercraft from the park each evening unless approved by the Director.

- E. Alcohol: Beer and/or wine may be served and consumed by the patrons of Lessee, provided that Lessee has proper license(s) to do so. No other alcohol may be served by Lessee and Lessee must comply with all State and local laws regarding alcohol and boating.
- F. Other Concessions: Lessee may sell prepackaged concessions such as soda, water, and snacks in the discretion of the Director.
- G. Entertainment: Serenity and tranquility on the Snake River is essential; therefore, Lessee and/or patrons of Lessee will not be allowed to play amplified music without seeking and receiving written permission from the Director.
- H. County Ordinance: Lessee acknowledges the existence of County Code Title 3 Chapter 3 regulating the terms of Lessee operation. Lessee agrees to the terms of County Code Title 3 chapter 3 which is incorporated herein by reference and attached to this agreement as exhibit "A."
- I. Boats: Lessee is permitted a total of 60 Canoes, Kayaks, and Paddleboards. Lessee must launch non-motorized boats from the non-motorized launch.
- J. Other park structures:
 - 1. Lessee may move and remove a 40-foot container to Centennial Park to store their watercraft vessels on dates to be determined by, and at the discretion of, the Parks Director due to Canyon Springs Road construction. The Lessee shall paint the container to match the surrounding structures.
 - 2. Lessee is permitted to park an additional trailer from Friday through Sunday (or Monday if a holiday weekend), during the time frame of the Friday before Memorial Day weekend until the Tuesday after Labor Day weekend ends.
 - 3. Lessee may not use any other permanent structure at the park to operate Lessee's business unless approved by the Director.
- K. Assignment: This Agreement may not be sold, exchanged, assigned, or transferred without the written consent of the COUNTY.
- L. Violation of any of these operation requirements shall be considered a default of this Agreement and may result in termination.

5. Default:

- A. A party shall be in default of this Agreement if they fail to timely observe or perform any covenant, agreement, or obligation under this lease.
- B. At any time during the term of this Agreement, if a party fails to carry out its duties or obligations, within thirty (30) days following written notice delivered to the defaulting party which notice shall specify the matters that in default, they shall be in default.
- C. If a default is not cured within the thirty (30) days following written notice, the non-defaulting party shall have the right to exercise one (1) or more of the following remedies:
 - 1. An action for damages occurred as a result of the default; and/or
 - 2. An action to exercise any other remedy, at law or in equity, available to the parties under applicable law; and/or
 - 3. The COUNTY, in addition to the remedies above shall have option to cancel this Agreement, in the sole discretion and decision of the COUNTY.

6. Termination: Notwithstanding any provisions for default, this Agreement may be terminated by either party upon thirty (30) days written notice of such termination to the other party.

7. Insurance: Lessee agrees to obtain a one million (\$1,000,000) dollar comprehensive damage and bodily injury insurance policy from an insurance company licensed to do business in the state of Idaho for the duration of this Agreement. Lessee further agrees to list COUNTY on such policy as an additional named insured. Lessee shall provide COUNTY with copy of such insurance. Failure to maintain the insurance as required shall be considered a default of this Agreement and may result in termination.
8. Compliance with Laws: Lessee agrees to comply with all applicable federal, state, and city and local laws, rules and/or regulations. Further, Lessee shall show written approval for its activities from the South Central Health Department and written approval for marine activities from the Twin Falls County Sheriff's office.
9. Indemnification: Lessee shall pay, assume, indemnify, defend and hold the COUNTY harmless from all damages arising out of any injury or damage to any person or property occurring during the execution of this Agreement, resulting from the negligent or wrongful acts or omission of the Lessee, its officials, employees, or authorized representatives. Provided, however, nothing contained herein shall extend the liability of either party beyond that provided by governing law.
10. Addresses: Whenever in this Agreement, requirement for notice or other correspondence is provided, such shall be addressed to the various addresses of the parties listed below:

COUNTY: Lessee:
Director, TFCO Parks and Waterways Dept.
1234 Highland Ave. East
Twin Falls, ID 83301
11. Severance: If any provision of this Agreement is found for any reason to be unenforceable, the remainder of the Agreement, to the extent allowed, shall remain in full force and effect and shall be binding upon and inure to the benefit of the parties.
12. Choice of Law and Venue: This Agreement is shall be governed and interpreted by the laws of the state of Idaho with venue in the Fifth Judicial District, County of Twin Falls, State of Idaho.
13. Attorney's Fees: In the event of any litigation arising under, or as a result of, this Agreement the prevailing party shall recover its costs and reasonable attorney's fees.
14. Modification: This Agreement may be modified in writing only and must be signed by both parties.
15. Prior Agreements: This Agreement embodies the whole and exclusive agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous contemporaneous communications, representations, or agreements, either verbal or written, between the parties are superseded by this Agreement.

IN WITNESS WHEREOF the parties have entered into this Agreement on the date first written above.

TWIN FALLS COUNTY BOARD OF
COMMISSIONERS

Don Hall, Chairman

Jack Johnson, Commissioner

Brent Reinke, Commissioner

ATTEST:

Kristina Glascock, Clerk

LESSEE:

STATE OF IDAHO)
 : ss.
County of Twin Falls)

On this _____ day of _____, 2020, before me a notary public, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed same on behalf of Lessee.

Notary Public for Idaho

Residing in: _____

Commission Expires: _____