



## City of Ocala Recreation and Parks Department Concessionaire Application

**Concessionaire Information:**

<b>Business Name</b>			
<b>Owner Name</b>			
<b>Mailing Address</b>			
<b>Telephone</b>		<b>Cell Phone</b>	

**Permitted Concession Operation:**

<b>Park/Facility</b>			
<b>Specific Locations Requested</b> <small>(Final to be determined by Recreation and Parks Director)</small>			
<b>Concession Items/Services to be Sold</b> (be specific as only approved items/services may be sold. Attach a separate sheet if necessary).			
<b>Dates of Service.</b> Provide begin date and if appropriate, end date.			
<b>Operation Days and Times</b>			
<b>Typical Payment Terms are listed.</b> Provide details of alternative proposed payment terms if appropriate.	10% of gross sales or \$100 whichever is greater.		
<b>Number of workers who will need to be background screened (including owner)</b>		<b>Additional Information if appropriate</b>	

**Acknowledgement of Permit Terms** – Should the application be approved and a permit issued, the below listed terms will be applicable.

1. Only approved concession items/services may be sold.
2. Only workers who have completed a *Concessionaire Background Authorization* form and met the City’s background requirements as demonstrated through City’s screening process are approved to work for the concessionaire under the issued permit.
3. Concessionaire will be responsible for all litter generated by concession operation and for ensuring that proper trash receptacles are utilized.
4. The City may terminate the permit with or without cause by City at any time and without notice.
5. Concessionaire must provide his/her own equipment as needed to properly provide the items/services indicated. Power (if needed) must be self contained (i.e. within the concession cart). Connection to park power is not permitted and the use of a generator is not permitted.
6. No Advertising is permitted at the park. Concessionaire may not distribute hand bills from their cart or within the park. The only sign to be displayed on the cart (if a cart is used) is a sign describing the products for sale and prices. No other signs are allowed.
7. Concessionaire shall not “push” sales to park patrons and shall not amplify sound.
8. The sale of alcohol or tobacco products is prohibited. The use of tobacco products by concessionaire while operating the concession in a city park is prohibited; and the possession and/or consumption of alcohol is strictly prohibited.

9. Concessionaire shall maintain at all times all state, county and/or city required licenses and permits required for the performances of services to be provided. Concessionaire shall at all times comply with all appropriate laws, regulations and ordinances applicable to the permitted services.
10. In the performance of the permitted services, the concessionaire will be acting in the capacity of an “independent contractor” and not as an agent, employee, partner, joint venturer, or associate of the City. The concessionaire shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the concessionaire in the full performance of the services permitted.
11. City reserves the right to modify the terms of the permit at any time at City’s sole discretion and for City’s convenience.

**Required Submittals -**

- Applicable State of Florida Department of Business and Professional Regulation License(s).
- Applicable City of Ocala Occupational License(s).
- Applicable Certifications appropriate for services to be provided.
- Photograph of equipment to be utilized in the provision of concession services.
- Insurance and Indemnification Form signed by Concessionaire.
- Certificate of Liability Insurance showing the City of Ocala as the Certificate Holder and in the amounts provided on the Insurance and Indemnification Form.
- Background Authorization Forms for Concessionaire and any proposed employees/assistants and all required documentation (including photo ID).
- Submit \$50.00 Application Fee

The City of Ocala reserves the right to deny any application for a concession operation in a City Park without cause or justification and to manage such permits for the benefit of the public at the City’s sole discretion. If the application is approved, the City will issue a permit stating in detail the terms under which said permit is issued, some of which are listed above. The City may cancel said permit at any time

Signature of Concessionaire: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

**City Use Only:**

- Background Check Completed on \_\_\_\_\_.
- \$50.00 Application Fee Received/ Receipt # \_\_\_\_\_.
- All required submittals are on file; confirmed by \_\_\_\_\_.

Approved by Recreation and Parks Director:

Signature \_\_\_\_\_

Date \_\_\_\_\_



City of Ocala
Recreation and Parks Department
Concessionaire Background Authorization Form

Name: Last First Middle Initial Home Phone:

(If other names have been used in the past, i.e. maiden name, previous married names, list them on the back)

Address: Street Apt # City/State Zip

E-Mail Address: SSN:

Driver's License #: Provide Copy. If no license, provide date of birth and recent photo)

Emergency Contact: Name Phone:

Employer: Phone:

Name of Concessionaire You Will Work For:

Have you ever been convicted or had adjudication withheld in a criminal offense, or are there any criminal charges now pending against you? Yes No

Personal References:

Name: Relationship:

Address: Phone:

Name: Relationship:

Address: Phone:

I understand that I am not an employee of the City of Ocala. My signature authorizes the City of Ocala to conduct a review of my criminal history, and obtain verification of my driver's license and social security number. I also understand that once my Concessionaire Application is approved in concept I will be given further instructions in regard to where I should report for fingerprinting to facilitate a complete background check. I certify that the information provided is true and accurate to the best of my knowledge. I also understand that if I have misrepresented the facts on this application, I will not be permitted to operate a concession service (or work for a permitted concession service) even if the background information revealed would not have otherwise disqualified me.

COLLECTION OF SOCIAL SECURITY NUMBERS: The Recreation and Parks Department of the City of Ocala is requesting disclosure of your social security number. Such disclosure is imperative for the department's prescribed duties and responsibilities and is in compliance with Florida Statute 119.071 (5). Collection of your social security number is for identification and verification purposes. Social security numbers are also used as a unique identifier and may be used for search purposes.

Applicant's Signature: Date:

**City of Ocala – Recreation and Parks Department**

**Concessionaire Insurance and Indemnification.**

1. Concessionaire shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys’ fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the operation of the leased property by Concessionaire or the condition of the licensed property including, without limitation, harm or personal injury to third persons during the term of this Agreement
  
2. Concessionaire shall maintain during the entire permitted term such general liability insurance as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from Concessionaire’s permitted use. The amount of insurance shall not be less than \$1,000,000.00 for injury to one person arising out of a single incident and \$2,000,000 for injuries to more than one person arising out of a single incident, and \$1,000,000 for property damage, with a deductible in an amount to be approved by City. Concessionaire shall provide City with certificates of insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A, and evidencing Concessionaire has obtained, and paid all premiums for, insurance coverage required hereunder. Such certificates shall: list “City of Ocala, a Florida municipal corporation,” as an Additional Insured; provide that Concessionaire shall receive at least 30 days notice before the insurance agreement may be canceled for non-payment or otherwise; and contain a severability of interest provision whereby Concessionaire shall arrange for its liability insurance to include, or be endorsed to include, a severability of interest/cross liability provision, so that, the City (where named as an Additional Insured) will be treated as if a separate policy were in existence, but without increasing the policy limits. Such certificate shall be delivered to City of Ocala, 828 NE 8<sup>th</sup> Avenue Ocala, Florida 34470, Attention: Director of Parks and Recreation Department. These insurance requirements do not relieve or limit the liability of Concessionaire. City does not represent that these types or amounts of insurance are sufficient or adequate to protect Concessionaire’s interests or liabilities, but are merely minimums. Should Concessionaire desire insurance protecting its personal property from casualty or damage while on the Property, it will purchase such insurance, it being expressly understood that City is not obligated to purchase any insurance. The insurance required of Concessionaire or any insurance of Concessionaire shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.
  
3. Concessionaire is responsible at all times for precautions to achieve the protection of all persons, including employees and guests, and property.
  
4. In the event that Concessionaire shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Concessionaire under this permit, City may procure same from such insurance carriers as City may deem proper, irrespective that a lesser premium for such insurance coverage may have been obtained from another insurance carrier, and Concessionaire shall pay, upon demand of City, any and all premiums, costs, charges and expenses incurred or expended by City in obtaining such insurance. Notwithstanding the foregoing sentence, in the event City shall procure insurance coverage required of Concessionaire hereunder, City shall in no manner be liable to Concessionaire for any insufficiency or failure of coverage with regard to such insurance or any loss to Concessionaire occasioned thereby, and additionally, the procurement of such insurance by City shall not relieve Concessionaire of its obligations under this Lease to maintain insurance coverage in the types and amounts herein specified, and Concessionaire shall nevertheless hold City harmless from any loss or damage incurred or suffered by City from Concessionaire's failure to maintain such insurance.

Signature of Concessionaire: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Concessionaire: \_\_\_\_\_