



City of McCall

CITY CLERK

## GOLD GLOVE CONCESSION STAND RENTAL APPLICATION

216 East Park Street  
McCall, Idaho 83638

Phone 208-634-7142

Fax 208-634-3038

[www.mccall.id.us](http://www.mccall.id.us)

1. Applicant's Name: \_\_\_\_\_

Designated/Contact Person Name:

\_\_\_\_\_

Phone: \_\_\_\_\_

2. Address:

\_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

3. Email Address:

\_\_\_\_\_

4. Requested Rental Date(s): \_\_\_\_\_

Please contact McCall Parks and Recreation at (208) 634-3006 for more information or available dates.

5. Description of goods to be sold:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby makes application for a Gold Glove Concession Stand Permit.  
(\$10.00 Application Fee)

**THIS PERMIT IS NONTRANSFERABLE BY SALE, LEASE ASSIGNMENT OR OTHERWISE.**

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For City Use Only:**

Date App and Fee Received: \_\_\_\_\_ Staff Initials \_\_\_\_\_

Deposit Received: \_\_\_\_\_ Total Rental Fee: \_\_\_\_\_ Inspection Date: \_\_\_\_\_

Amount Refunded: \_\_\_\_\_ Date Deposit Refunded: \_\_\_\_\_



Parks & Recreation Department  
216 E. Park St. McCall, ID 83638  
Phone: (208) 634-3006

## **Gold Glove Concession Stand Rental Agreement**

The City of McCall (City) has one location within Gold Glove Park where City-authorized vendors may rent a facility to sell food options or merchandise to park goers, field renters and their spectators. Rental periods are for a minimum of one-day up to weekend events. Please see the following list of fees for each organization, business or group.

<b><u>Gold Glove Park Concession Stand</u></b>	<b><u>Rental Amount</u></b>
One day	\$100/day
Consecutive days	\$75/day
Youth Programs	\$50/day
<b><u>Additional Fees</u></b>	<b><u>Prices</u></b>
Application Fee	\$10 (non-refundable)
Security and Damage Deposit	50% of rental fee
City of McCall Applicable Vendor License	\$25/day

It shall be the policy of the City of McCall to issue rental agreements which grant permission to operate concessions and sell wares in City parks. All reservations are first come, first served and payments are non-refundable and non-transferrable. A rental agreement represents a formal agreement whereby the City allows an approved individual, association or organization to operate a concession for a specific period of time at the assigned location.

### **APPLICATION PROCEDURE**

Application for a rental agreement to operate a concession shall be submitted with the proper forms (see Park Concession Stand Rental Agreement) to the McCall Parks and Recreation Department. The concession stand rental agreement application form must be submitted no later than thirty (30) days prior to the desired time of operation. The concession stands will only be reserved after receipt of the completed agreement and full payment of fees for the dates requested. Keys will be issued by City staff and shall not be duplicated. Please contact City staff if additional keys are needed.

### **OBJECTIVE**

The City has established uniform standards for the rental of concession stands within Gold Glove park. In setting its concession stand standards (Rules and Regulations), the City seeks to meet the following goals and objectives:

1. Maintain a secure and orderly operating environment;
2. Maximize new business opportunities and revenue; and
3. Ensure goods for sale are suitable for all ages and consistent with City policy.

The City reserves the right, to suspend, modify or revoke the application of any or all of these Rules and Regulations as it deems necessary to comply with legal mandates, to facilitate its primary functions, to fulfill the City's goals and objectives, or to protect the public health, safety and welfare.

The City is committed to providing an environment free of discrimination. It is also the City's policy and practice to assure equal application of these guidelines without regard to race, color, marital status, sexual orientation, religion, national origin, ancestry, age, sex, gender identity, disability, medical condition, or veteran's status.

### **CONCESSION STAND ADMINISTRATION**

1. Those who wish to rent the concession stand at Gold Glove Park and enter into a contract with the City of McCall shall be known as "Vendors". The City shall designate an employee as its "Contract Administrator" to be the primary contact for Vendors on issues related to concession stand rentals. Questions regarding the terms, provisions, and requirements of these guidelines shall be addressed initially to the Contract Administrator.
2. Vendors shall comply with all Rules and Regulations. The Parks and Recreation Director shall determine whether the proposed vendor application complies with the Rules and Regulations. In the event an application is rejected, the party or parties who submitted the application may request in writing that the decision be reconsidered stating the reasons why reconsideration is appropriate.

### **RULES and REGULATIONS GOVERNING CONCESSIONS**

All vendors are subject to the following provisions, including additional regulations specified in the City of McCall Parks Reservation policies and documents.

1. Vendor shall comply with all City parks property and facility rules and regulations
2. Vendor shall comply with all provisions stated in the rental agreement.
3. Vendor shall be considered an independent contractor and the vendor and its workers or volunteers, under any circumstances, shall not be considered employees of the City.
4. The City shall not be liable for any damage caused by acts of nature or acts of God, i.e. power failure, earthquake, flood, fire, explosion, theft, and vandalism to the persons or properties in the space used by the vendor. The Vendor agrees that all personal property upon the premises shall be at risk of the vendor and that the City shall not be liable for any damages, losses or theft thereof.
5. Vendors must obtain and post in a prominent location all application rental agreements and licenses required by government agencies to prepare and sell the merchandise approved herein.
6. Vendor shall secure and keep insurance and name the City an additional insured.
7. Subleasing is not allowed.
8. Vendors shall only operate in the approved concession stand within the area specified in the rental agreement.

9. The Vendor shall not allow garbage or other refuse to accumulate in or about any of the buildings or other areas occupied by the vendor, except in suitable covered garbage receptacles. Vendors must empty trash after every day of occupied use into the designated on-site trash enclosure receptacle. The City will be responsible for the removal of rubbish, trash and garbage from the trash enclosure receptacles.
10. The City will furnish electricity, water and sewer in such location 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 City. The City will not furnish telephone or internet.
11. Vendors wishing to sell food must adhere to the following Health Department Permit restrictions for Gold Glove Concession Stand.
  - a. All food goods must be prepared at a commercially licensed kitchen (according to Central District Health's temporary food facility regulations) or commercially packaged.
  - b. Food goods may be heated on site, but not otherwise prepared on the site in any way.
  - c. Vendors may sell "pre-packaged" foods or drinks if they are packaged, wrapped or sealed and arrive in that original wrapping.
12. The City must first review for approval or rejection all merchandise proposed to be sold. If items being sold are determined to be undesirable or unwholesome to the public by the Department Director, the vendor must refrain from offering the item to public or the rental agreement may be suspended or revoked without refund. All merchandise, signage, displays and food sold must be in good taste and may not include the following items or depictions or other items of similar nature:
  - a. Tobacco or alcohol
  - b. Firearms
  - c. Profanity
  - d. Obscenity, Nudity or other "Adult" oriented goods and services
  - e. Graffiti
  - f. Unlawful goods or services
  - g. Demeaning or disparaging material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual or group of individuals.
  - h. Endorsements. Vendor signage or merchandise, or any material contained in it, which implies or declares an endorsement by the City, its directors, management or employees of any services, product or point of view, unless vendor has received written authorization from the Department Director.
13. Names, addresses and telephone numbers of individuals being assigned to operate the concession must be provided on the vendor application form or otherwise made known to the City. Ultimate responsibility for the conduct of the said designees, rest with the approved vendor.
14. Testing and Inspection: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the rental agreement rules and regulations.

## COMPLIANCE WITH LAWS

1. The Vendor shall comply with all applicable Federal, State and local laws, rules and regulation.
2. Site Damages: Any damage to existing utilities, equipment, finished surfaces resulting during the period of this rental agreement shall be repaired to the City's satisfaction at the Vendor's expense. City may deduct cost of such repairs, if not otherwise paid, from Vendor's Security and Damage deposit.
3. The City of McCall Parks and Recreation Director may terminate in writing the concession rental agreement that is in violation of the rental agreement or in violation of any local, State or Federal laws, regulations or ordinances.

My signature certifies that I have read and understood the rules and regulations as set forth by the City of McCall Parks and Recreation Department governing the use of the Gold Glove Concession Stand, that I will take full responsibility for ensuring that the use of this facility and areas by the organization/party I represent is in full adherence and compliance with these rules and regulations, and that I will defend, indemnify and hold the City of McCall harmless from any damage, claim for damage for personal injury or death, damage or loss of property, claim for damage to or loss of property incurred in the use of this facility. I will accept full responsibility for damages throughout the period specified in the Gold Glove Concession Stand Rental Agreement. I further understand that as the applicant I assume full responsibility for any penalty fees assessed by the City of McCall for any violation of these rules and regulations governing the use of the above requested facility or field. I am fully aware that the deposit is non-refundable if I cancel within 1-week before the first date of my reservation for any reason.

Name of Applicant (please print):

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Signature of Applicant:

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Organization Name (if applicable):

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Contract Approved by Parks & Recreation Director:

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