

AGREEMENT FOR OPERATION AND MAINTENANCE OF THE PEDAL BOAT RENTAL CONCESSION

This AGREEMENT FOR OPERATION AND MAINTENANCE OF THE PEDAL BOAT RENTAL CONCESSION (hereinafter "Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and FREETIME, INC., a California corporation, doing business as WHEEL FUN RENTALS ("Concessionaire"), with reference to the following facts:

WHEREAS; the City owns and operates its historic Fairmount Park, which includes the Stewart's Boathouse, which had formerly been used for boat rentals; and

WHEREAS; the City's Parks, Recreation & Community Services Department ("PRCSD") desires to provide pedal boat, cycles, and other similar recreational rentals to the public at Stewart's Boathouse in Fairmount Park ("Concession"); and

WHEREAS; Concessionaire has approached the City and proposed to operate such a concession; and

WHEREAS; Concessionaire has over 30 years of experience and more than 100 locations nationwide (including 37 southern California locations), and is willing to operate and market the Concession for City; and

WHEREAS; City and Concessionaire wish to enter into an agreement providing for the Concession.

NOW THEREFORE, City and Concessionaire mutually agree as follows:

Section 1. Retention of Concessionaire. Effective immediately upon execution of this Agreement ("Commencement Date"), City engages Concessionaire as the exclusive concessionaire, operator, maintenance provider, manager, and marketer of the Concession, to operate and manage the Concession as a recreational equipment rentals operator in compliance with all applicable federal, state and local laws subject to the terms and conditions and for the consideration hereinafter set forth. Concessionaire accepts such engagement.

Section 2. Premises. The Concession is located at Fairmount Park, 2601 Fairmount Boulevard, in Riverside, California 92501, and is depicted on the attached Exhibit "A" ("Concession Area"), incorporated herein by this reference. The Concession Area shall include the first floor of Stewart's Boathouse, ground level, and all, if any, portions of the park that PRCSD, by express written consent, approves for Concession operation. Any discrepancy in the definition or boundaries of Concession shall be resolved solely by PRCSD. Fairmount Park is a City Landmark and Stewart's Boathouse is a historic structure, subject to the City's historic preservation requirements in Title 20 ("Cultural Resources") of the Riverside Municipal Code, which apply to this Agreement.

Section 3. Term. The term of this Agreement will commence upon the Effective Date for a two (2) year period with the option of one (1) two-year extension. Any extension shall be in writing and signed by the Concessionaire and the City.

Section 4. Maintenance. As further provided herein, Concessionaire at its sole cost and expense shall keep the Concession Area well-maintained, with a high standard of cleanliness, and preserve the Concession Area in the same condition as on the Commencement Date, normal wear and tear expected. Concessionaire shall perform all repairs necessary to keep the Premises, all improvements, fixtures, furniture, furnishings, and equipment situated therein or used in connection therewith, in such condition. Any maintenance constituting a “public project” within the meaning of the California Labor Code shall be subject to the payment of prevailing wage.

Section 5. Personnel. During regular business hours, the Concessionaire must have at least two (2) staff members on site, except that during winter, Concessionaire may reduce staffing on weekdays or morning hours when demand is consistently low. Concessionaire shall maintain adequate and proper personnel for its Concession operations and must closely supervise all employees to ensure a high standard of service. All employees working at the Concession must be Live Scan fingerprinted and cleared through Department of Justice background check prior to commencing employment. The Concessionaire at its own cost and expense shall obtain criminal background information pursuant to the procedures set forth by the City’s Human Resources Policy I-14 (Exhibit “C”). The Concessionaire shall be responsible for all reports and obligations with respect to such personnel, including but not limited to social security taxes, income tax withholding, unemployment insurance, and workers compensation insurance. City and Concessionaire may revisit minimum staffing levels after the first year of operation to ensure coverage is adequate and appropriate.

- A) Seasonal/Daypart Adjustment: Concessionaire must have a minimum of one (1) staff member during weekdays or morning hours when demand is consistently low, provided that the staff member can demonstrate safety measures are in place (e.g. communication devices, emergency procedures, supervision protocols), but must require two (2) staff members during weekends, holidays, or peak season.

Section 6. Inspections. City shall provide the Concession Area to Concessionaire in its current condition, meeting all permitting and accessibility requirements. City, through its duly authorized representatives, may enter upon the Concession Area at all reasonable times after reasonable prior notice, and subject to the schedule of events, for the purpose of inspecting any or all of said property and the improvements and facilities thereon. After each such inspection, City shall give written notice to Concessionaire by mail or personal delivery of any necessary repairs or changes which City learns of during that inspection. Concessionaire shall commence the necessary repairs or changes within ten (10) days following receipt of any such written notice or such longer time as may be specified herein and complete such undertaking as soon as practicable, provided, however, any items deemed an emergency shall be completed promptly by Concessionaire upon notification. Concessionaire shall have the benefit of any warranties available to the City with respect to the Concession or any component thereof. Provided, however, Concessionaire shall not be responsible for repair or maintenance which is necessitated by any conditions, acts or omissions of the City, or their respective employees, agents or independent contractors, existing or arising prior to the Commencement Date.

Section 7. Operating Responsibilities. Concessionaire at its own cost and expense shall operate and manage the Concession in a professional manner, including pedal boat rentals, kayak rentals, and bicycle rentals, and the Concession's marketing program. Concessionaire shall, at all times during the term of the Agreement, comply with the Scope of Services, as more particularly described in Exhibit "B," attached hereto and incorporated herein by reference, and with the following conditions:

A) Boat rentals. Product information will be required for review by City. At least sixteen (16) swan pedal boats, and six (6) City-owned pedal boats, and a hand-crank boat. Boats shall be a minimum of eight (8) feet in length and a maximum of fifteen (15) feet. All pedal boats must allow for safe head clearance under the bridge at spillway water levels (approximately five [5] feet); swan boats are acknowledged to be too tall to fit under the bridge. Boats and related equipment shall meet all applicable Coast Guard safety requirements.

B) Bicycle rentals. Bicycles may include, but are not limited to: single and double surrey bikes, Deuce Coupe quadracycles, chopper bikes, quad sport bikes, cruiser bikes, tandem bikes, kids' bikes, and kids' trailers. Rental of additional styles of bicycles must be approved by PRCSO.

C) Establish a list of rules and procedures related to the expected conduct of equipment users. This information shall be provided to all equipment users, and enforced by Concessionaire. These rules and procedures must be approved by the PRCSO Director.

D) Provide emergency rescue equipment, including water craft, available at all times in case of a water rescue and/or emergency. Concessionaire shall have on premises at least one (1) rowboat adequate for water rescue operations, and one (1) kayak adequate for rule enforcement.

E) Post the days and hours of the Concession.

F) Provide services affordable to the community.

G) Provide appropriate levels of supervision with properly trained and certified staff.

H) Enforce all City rules and regulations.

I) Meet with City staff at reasonable times.

J) City retains the right to use the Concession for community purposes once per quarter at no cost to the City, provided that the City gives the Operator a sixty (60) day prior notice of such use. The hours used for the Concession would be held on weekdays and not on weekends and only during park hours.

Section 8. Subcontractors. Concessionaire shall not subcontract any portion of the work required by the contract without City's prior written approval.

Section 9. Marketing. With oversight by the PRCSO Director, Concessionaire shall develop and implement outreach and marketing, through promotional events and advertising efforts, to optimize public awareness and attendance at the Concession. The Concession is intended to serve both City and County residents, and the marketing should be directed at both. Concessionaire shall bear all marketing and promotion expenses except for City activity guides and the City website. Concessionaire shall provide City with all bulk email messages, fliers, and similar promotional materials. All publicity materials must be reviewed by the PRCSO Director prior to printing and distribution and must contain the City Logo.

Section 10. Reporting. Concessionaire shall submit quarterly reports to City for the first (July – September), second (October – December), third (January – March), and fourth (April – June) quarters each City fiscal year. Such reports shall contain information about the Concession activities, revenues collected, expenses incurred, upcoming events and other items of interest relating to the Concession. Concessionaire shall also submit an annual report for the preceding fiscal year by September 15 of each year during the term of this Agreement. This annual report shall report the activities of the previous fiscal year, the financial status of Concessionaire, the status of Concession improvements and the outlook for the coming year. The first such report will be due on September 15, 2026, and cover the period through June 2026. In addition, Concessionaire shall submit such additional reports of its operations under this Agreement as may be reasonably required by the City, as consistent with this Agreement. Such reports are intended to provide an opportunity for City and Concessionaire to communicate with respect to the operation of the Concession. Reports shall be submitted to the PRCSO Director or their designee.

Section 11. Records. Concessionaire shall keep and maintain records of its operations under this Agreement in accordance with generally accepted accounting principles and satisfactory to City's Auditor. Such accounting records must be kept current. Upon reasonable advance written notice such books and records of Concessionaire shall be available for inspection by a qualified accounting person, duly authorized by City. Such inspection shall be conducted during Concessionaire's regular business hours, at Concessionaire's regular place of business at a place designated by Concessionaire and reasonably convenient for City to receive such information. Books and records shall remain confidential and not public except as necessary to protect City's interest under this Agreement as between City and Concessionaire, and as required by law. Concessionaire shall make the books and records available to City auditors for a period of three (3) years following the expiration of the Agreement. Concessionaire must prepare and maintain, at a minimum, the following printed records:

A) Daily receipts and rentals.

B) A monthly report, prepared within fifteen (15) days of the end of the month, of rental fees, concession fees, services and merchandise sales, and maintenance records.

C) Quarterly reports, prepared within thirty (30) days of the end of the quarter, showing rental fees, concession fees, services and merchandise sales, and maintenance records. All revenue sources shall be identified by category.

D) A Certified Annual Statement.

Section 12. Rent. Commencing on November 1, 2025, to June 30, 2026, the Concessionaire shall pay a monthly fee to City. The fee shall be based on a percentage of gross revenue for boat rentals, kayak rentals, bicycle rentals, and concession sales using the following scale, or \$3,750 per quarter, whichever is higher:

<u>Gross Revenue</u>	<u>Percentage Due as Rent</u>
\$1 – \$150,000	10%
\$150,001 and above	15%

The Concessionaire shall remit to the City a minimum Annual Guarantee of Fifteen Thousand Dollars (\$15,000). In the event that the percentage-based revenue share described in Section 12 does not equal or exceed this amount within a calendar year, the Concessionaire shall pay the difference to the City to satisfy the Minimum Annual Guarantee Requirement.

All payments are due and payable within ten (10) business days of the scheduled due date. Monthly Payments shall be made on or before the 15th of each month and shall transmit a Gross receipts report for payment submitted. The Gross report shall include a statement of the gross receipts by sources of sales, and such other information as City may require.

Section 13. Sole Concessionaire. Concessionaire will be permitted to operate at the Concession for all events. Events include but are not limited to Summer Concert Series, 4th of July, and outdoor reservations.

Section 14. Workers' Compensation. Concessionaire shall obtain and maintain in full force and effect throughout the entire term of this Agreement, full workers' compensation insurance in accordance with the provisions and requirements of the California Labor Code, and any other applicable law. A certificate of insurance evidencing such coverage shall be filed with City, which certificate shall provide that City will be given at last ten (10) days' notice prior to cancellation. The individuals employed by Concessionaire in order to fulfill its obligations under this Agreement, shall be and are employees of Concessionaire and not of City.

Section 15. Indemnity.

A) Except as to the sole negligence or willful misconduct of the City, Concessionaire agrees to indemnify, protect and hold harmless City and the City's employees, officers, managers, agents, and council members from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory, or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil

fine, and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the operation of the Concession, notwithstanding that the City may have benefited therefrom. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Concessionaire or anyone employed or working under the Concessionaire.

B) Except as to the sole negligence, or willful misconduct of City, Concessionaire shall defend, indemnify, and hold the City, its officers and employees, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees, which arises out of or is in any way connected with the performance of work under this Agreement by Concessionaire or any of the Concessionaire's employees, agents or subcontractors and agents for compensation for services rendered to Concessionaire in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Concessionaire's employees, subcontractors or agents, except for that portion of the loss, damage, claim for damage, liability, expense or cost, which arise from or are caused by structural defects of the Concession or by any pre-existing condition or an act or omission of City prior to the Commencement Date.

C) The parties expressly agree that any payment, attorney's fee, costs, or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered worker's compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

Section 16. Insurance. Within fourteen (14) days of execution, and during the term of this Agreement, including any extensions, Concessionaire shall obtain and maintain the following insurance on policy forms satisfactory to City:

A) Commercial general liability insurance in a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, including the following coverages: premises operation, independent contractors, blanket contractual, products liability, bodily injury including death, personal injury, property damage, owned and non-owned equipment, and incidental malpractice injury. Such commercial general liability policy shall be endorsed to name City, its officers, employees, and authorized volunteers additional insureds.

B) Property insurance covering all risks of direct physical loss, theft, damage, destruction to personal property in the amount of at least One Million Dollars (\$1,000,000) as shall protect it from claims for damages which may arise from operations of Concessionaire under this Agreement. Such property insurance policy shall be endorsed to name the City, its officers, employees and authorized volunteers as additional insureds and loss payee.

C) Any deductibles applicable to the commercial general liability insurance purchased in compliance with this Section shall be approved by City's Risk Manager.

D) Each policy required under this Section shall be endorsed to state that coverage shall not be canceled or materially changed, except after thirty (30) days' prior written notice has been given to City by certified or registered mail.

E) All policies required under this Section shall be issued by California admitted insurance companies, with a policy holder's rating of A or higher and a Financial Class of VII or higher, except as expressly approved by City's Risk Manager.

F) Concessionaire shall require any organization conducting an event at the Concession (other than City which is exempt from this requirement) to provide an original certificate of insurance evidencing organization's commercial general liability insurance coverage by a California admitted insurance company in a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence, and Two Million (\$2,000,000) in the aggregate, per occurrence including coverages for bodily injury including death, personal injury, and property damage. Such commercial general liability policy shall be endorsed to name City, its officers, employees and authorized volunteers as additional insured and City as loss payee. Provided, however, a governmental organization may instead provide Concessionaire with a Certificate of Self-Insurance evidencing compliance with the amounts and scope of liability coverage required above through such governmental entity's General Liability Self-Insurance Program, and by providing Concessionaire with such written indemnification as Concessionaire determines is necessary.

Section 17. Liens/Claims. Concessionaire shall keep the Concession free from any and all claims of persons, firms or corporations, who, at the request of Concessionaire or Concessionaire's agents, furnish labor or materials to or for the benefit of the Concession. Concessionaire further agrees to hold City harmless from any and all claims for labor and materials.

Section 18. License/Permit Fees. Concessionaire shall be responsible for and pay any license or permit fees, and any other public charges levied upon the Concession which applies equally to any other municipal facility, except any public improvement assessment levied by a governmental agent and which may become payable during the term of this Agreement. Any such improvement assessment shall be the responsibility of City.

Section 19. Force Majeure. In the event the Concession is destroyed or damaged by fire, earthquake, or other casualty so that it becomes unusable for the purposes herein contemplated, this Agreement may be terminated by either party upon written notice to the other without further liability to said other party. Performance by either party hereunder shall not be deemed in default where delays or defaults are due to war, insurrection, riots, floods, earthquakes, fires, acts occasioned exclusively by violence of nature without the interference of any human agency, epidemics, quarantine restriction, freight embargoes, lack of transportation, governmental restrictions or priority, unusually severe weather, inability to secure necessary labor, materials or

tools, delays of any contractor, subcontractor, or suppliers, the imposition of any applicable governmental moratorium, or any other causes beyond the reasonable control of the party requesting the delay. An extension of time for any such cause shall be for the period of the forced delay and shall commence to run from the time of the commencement of such cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days after commencement of such cause.

Section 20. Termination by City. City may terminate this Agreement for any reason at all upon one (1) year written notice to the Concessionaire. City may also terminate this Agreement upon the occurrence of any of the following events:

A) The destruction of the Concession or any event which renders the Concession unusable;

B) Any material breach of this Agreement by Concessionaire which remains uncured for a period of forty-five (45) days after written notice from City;

C) At City's sole discretion upon sending written notice of termination for cause to Concessionaire after City has sent Concessionaire three (3) or more notices of Concessionaire's material breach within any twelve (12) month period.

Section 21. Termination by Concessionaire. Concessionaire may terminate this Agreement for any reason with one (1) year written notice to City.

Section 22. Independent Contractor. Concessionaire is and shall be, at all times hereunder, an independent contractor and not a City employee. This Agreement does not require Concessionaire's services to be provided exclusively to City and that Concessionaire shall be free to engage in outside activities, services and projects which are unrelated to the Concession.

Section 23. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

City:

City of Riverside
Attn: Recreation Supervisor
6927 Magnolia Avenue,
2nd Floor
Riverside, CA 92507

Concessionaire:

Freetime Inc. dba Wheel Fun Rentals
Attn: Mike Ulerick
4526 Telephone Road #202
Ventura, CA 93003

Section 24. Assignment. Concessionaire shall not assign all or any part of the Agreement without the prior written consent of the City Manager.

Section 25. Non-Discrimination. Concessionaire agrees that during the term of this Agreement, except as provided in Section 12940 of the Government Code of the State of California, Concessionaire shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition (including the medical condition of Acquired Immune Deficiency Syndrome [AIDS] or any condition related thereto), marital status, gender, gender identity, genetic information, gender expression, sex, or sexual orientation, military and veteran status, in the selection and retention of Concessionaire's employees on the Premises or Concessionaire's contractors for the Premises; and further, Concessionaire agrees to conform to the requirements of the American with Disabilities Act in the performance of this Agreement.

Section 26. Taxes.

A) Concessionaire shall pay all taxes, including without limitation any tax which may be levied against any possessory interest in the licensed site, assessments, sales tax, license fees, including without limitation, business license fees, and other charges that are levied and assessed against the Concessionaire's property installed or located in or on the site. On demand of City, Concessionaire shall furnish City with satisfactory evidence of these payments.

B) Concessionaire acknowledges that this Agreement may create a possessory interest subject to property taxation and that Concessionaire may be subject to the payment of property taxes levied on such interest.

C) Concessionaire understands that the activity described herein constitutes doing business in the City of Riverside, and Concessionaire agrees to register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code.

Section 27. Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

Section 28. Amendments. This Agreement may be amended or supplemented only by written documents signed by both parties.

Section 29. Integration. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or

agreements of the parties. Neither party has been induced to enter into this Agreement by, nor is either party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Section 30. Time of Essence. Time is of the essence for each and every provision of this Agreement.

Section 31. Solicitation. Concessionaire maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Concessionaire, to solicit or secure this Agreement. Further, Concessionaire warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Concessionaire, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

Section 32. Waiver. No action or failure to act by City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing.

Section 33. General Compliance with Laws. Concessionaire shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Concessionaire, or in any way affect the performance of services by Concessionaire pursuant to this Agreement. Concessionaire shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of Concessionaire's services with all applicable laws, ordinances and regulations.

Section 34. Exhibits. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

- Exhibit "A" – Premises – Fairmount Park – Stewart's Boathouse
- Exhibit "B" – Scope of Services
- Exhibit "C" – City of Riverside's Human Resources Policy I-14
- Exhibit "D" – City form "Injury Accident report"
- Exhibit "E" – Concessionaire's safety plan

35. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but

all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
Mike Futrell
City Manager

ATTESTED TO:

By: _____
Donesia Gause
City Clerk

APPROVED AS TO FORM:

By:  _____
Anthony L. Beaumon
Sr. Deputy City Attorney

FREETIME INC., a California corporation, doing business as WHEEL FUN RENTALS

By:  _____
Print Name: Al Stonehouse
Title: President
(Signature of Board Chair, President, or Vice President)

and

By:  _____
Print Name: Brian McNerney
Title: Secretary
(Signature of Secretary, Assistant Secretary, CFO, or Treasurer)

EXHIBIT "A"

PREMISES (FAIRMOUNT PARK – STEWART'S BOATHOUSE)



Stewards Boathouse -Aesthetics



Storage Unit Location



View from DGA path



EXHIBIT “B”

SCOPE OF SERVICE

PRICING AND STANDARDS

1. CONCESSIONAIRE’s services, including price for same, shall be submitted to PRCSO for approval. Within seven (7) calendar days of notice from PRCSO, Concessionaire shall adjust services and/or prices if the services or equipment is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of PRCSO. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide PRCSO with a list of prices for services. This list shall be updated whenever prices are changed.
2. CONCESSIONAIRE shall offer pedal boat, kayak and bike rental services as described in CONCESSIONAIRE’s proposal, which will become Exhibit F to this AGREEMENT. Boats rented by CONCESSIONAIRE on said PREMISES shall be of high quality acceptable to industry standards and in conformance with all Federal, State and Municipal laws, ordinances, and regulations in every respect. PRCSO may order the improvement or upgrade of rental boats.
3. All services, offered and/or sold by CONCESSIONAIRE on said PREMISES, shall be of high quality and must be related to the ordinary business of the CONCESSION.
4. CONCESSIONAIRE is prohibited from selling food items and other merchandise without the written consent of PRCSO.
5. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

A. Hours/Days of Operation

The minimum hours of operation are as follows:

Open **daily**, weather permitting and including ALL major holidays.

- March 1 – Labor Day: Open seven (7) days a week, weather permitting
- Day after Labor Day – February 28: Open **at least** Fridays through Sundays, and holidays, weather permitting
 - Concessionaire must submit a marketing/outreach plan to maximize days/hours beyond the minimum, ensuring the community is aware of extended service when available
 - Concessionaire must provide operational relief in low-demand months while still offering consistent service every weekend.

CONCESSIONAIRE must post the hours of operation in a location visible to the public, and must be open for business during the hours posted. Hours of operation may not be changed without written approval of PRCSO.

CONCESSIONAIRE shall cooperate with PRCSD personnel and Park staff on all matters relative to the conduct of operations or any activity, event, and/or special use at PREMISES, including concerns related to parking, traffic and attendance.

B. Equipment, Furnishing, and Expendables

All equipment, furnishing, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property.

Upon termination of the AGREEMENT, CONCESSIONAIRE shall have the right to remove its own equipment, furnishings and expendables, but not improvements, from the CONCESSION AREA and shall be allowed a period of seven (7) calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables shall become the property of CITY.

The CONCESSIONAIRE shall provide two (2) storage units located near Stewart's Boathouse. These units must be designed and constructed to match the architectural aesthetics of the existing structures at Fairmount Park. The CONCESSIONAIRE shall be solely responsible for the cost of securing, maintaining, and upkeeping these storage units throughout the term of the agreement. (Exhibit A)

The CONCESSIONAIRE agrees to provide, to the satisfaction of PRCSD, the necessary equipment at the CONCESSION AREA no later than two (2) days prior to the commencement of operations. The CONCESSIONAIRE shall determine the appropriate quantity and type of equipment to adequately meet anticipated demand at the park. PRCSD reserves the right to review and request reasonable modifications to the equipment list at its discretion.

The CONCESSIONAIRE shall have access to borrow up to six (6) pedal boats from the City of Riverside PRCSD inventory. The CONCESSIONAIRE is responsible for the proper care, routine maintenance, and safe operation of the pedal boats during the term of use. All pedal boats must be returned to the City of Riverside in good working condition, reasonable wear and tear accepted.

Concessionaire shall be responsible for collecting and removing all of their equipment, furnishings, and materials from throughout the park at the conclusion of their operations.

C. Stewart's Boathouse Maintenance Services

During all periods that the CONCESSION AREA are used or are under the control of CONCESSIONAIRE for the uses, purposes, and occupancy aforesaid, CONCESSIONAIRE shall be responsible for all necessary janitorial duties and damage/maintenance repairs, to the satisfaction of PRCSD. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism.

D. Irrigation and Turf

CONCESSIONAIRE shall be solely responsible for any modifications to existing irrigation systems necessary to accommodate the placement of their shed or equipment. All modifications must be approved in writing by Parks before they are implemented. Upon termination or expiration of the agreement, CONCESSIONAIRE shall, at their own expense, restore all affected irrigation systems to their original condition and repair or replace any damaged turf to the satisfaction of the City.

E. Cleanliness

CONCESSIONAIRE shall, at its own expense, keep the CONCESSION AREA and the surrounding area [which is at least fifty (50) feet from the boundaries of the CONCESSION AREA] clean and sanitary at all times. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and CONCESSIONAIRE shall prevent any such matter or material from being or accumulating upon said CONCESSION AREA

CONCESSIONAIRE shall ensure the entryway leading to the inside of the loading area in the Stewart's boathouse shall be washed daily, and kept clean.

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in a City trash receptacle by the end of the shift. CITY shall furnish the trash receptacles which will be placed near the front entry of the Stewart's Boathouse. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by PRCSD. If no trash area is available, CONCESSIONAIRE shall provide at its own expense and with PRCSD's prior written approval, an enclosed area concealing the trash storage from public view.

F. Signs and Advertisements

CONCESSIONAIRE shall post, implement, and enforce all required safety rules and regulations related to the CONCESSION.

CONCESSIONAIRE shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of CITY property without prior written approval from PRCSD, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval from the Director of PRCSD.

All CONCESSIONAIRE signage shall conform to the design, style, and aesthetic standards established for Fairmount Park. Signage must be consistent with existing park signage in terms of materials, colors, and overall appearance, and is subject to approval by PRCSD.

CONCESSIONAIRE shall place a public notice that the CONCESSIONAIRE operates the CONCESSION. The address and phone number of CONCESSIONAIRE will be shown along with the notation that all complaints should be referred directly to the CONCESSIONAIRE.

CONCESSIONAIRE shall provide the following credit or as proportions of signage allow similar credit as approved by PRCSD in writing:
“In collaboration with the City of Riverside Parks, Recreation and Community Services Department.”

Upon the expiration or termination of the AGREEMENT, CONCESSIONAIRE shall, at its own expense, remove or paint out, as PRCSD may direct, any and all of its signs and displays and, in connection therewith, shall restore said CONCESSION AREA and improvements thereto to the same condition as prior to the placement of any such signs or displays.

G. Safety and First Aid

CONCESSIONAIRE shall adhere to the Concessionaire’s safety plan (Exhibit E). CONCESSIONAIRE shall be responsible for monitor first aid and for retrieving boats and/or patrons in the event of mechanical problems. In the event that adequate staffing procedures and/or safety monitoring are not be maintained by CONCESSIONAIRE, PRCSD may direct CONCESSIONAIRE to close the CONCESSION at CONCESSIONAIRE’s expense until it has been determined that it is safe to resume operations.

Due to the potential for water-related accidents and injuries to boat patrons, the CONCESSIONAIRE shall be required to:

1. Post, implement and enforce all safety rules and regulations related to the PEDAL BOAT RENTAL
2. Ensure all patrons riding in pedal boats are wearing life jackets.
3. Ensure that staff are trained and knowledgeable of guidelines for the proper operation of the pedal boats, gondola, outrigger canoe, or any other floating device offered for rent.

4. Provide and make use of a paddle board and kayak for the purposes of effecting rescues and notifying patrons of rule infractions.

CONCESSIONAIRE shall correct safety deficiencies, and violations of safety practices, immediately after the condition becomes known or PRCSD notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with CITY in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CONCESSIONAIRE shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, CONCESSIONAIRE shall submit a CITY form "Injury Accident report (EXHIBIT D). If CONCESSIONAIRE fails to promptly correct hazardous conditions specified by PRCSD in a written notice, which have led, or in the opinion of CITY could lead, to injury, PRCSD may, in addition to all other remedies which may be available to CITY, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to CITY on demand.

H. Environmental Sensitivity

The CONCESSIONAIRE must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with City policies regarding protection of the environment including the protection of those existing facilities and natural resources at and near the PREMISES. CONCESSIONAIRE shall not use or allow the use on the PREMISES of environmentally unsafe products.

The CONCESSIONAIRE shall comply with all applicable regulations and guidelines set forth by the California Department of Fish and Wildlife, as well as those established by the Rivers and Lands Conservancy. It is the responsibility of the CONCESSIONAIRE to remain informed of and adhere to any updates or changes to these regulations throughout the term of this Agreement.

I. Fund Raising Activities

CONCESSIONAIRE will be expected to cooperate with PRCSD personnel on all matters relative to the conduct of fund-raising and/or special events at the discretion of PRCSD.

J. Amplified Sound

No amplified sound is permitted by CONCESSIONAIRE in its operations on CONCESSION AREA.

EXHIBIT “C”
PRESENTATION

EXHIBIT “D”

CITY OF RIVERSIDE’S HUMAN RESOURCES POLICY I-14