

**AMENDMENT NO. 2
CONCESSION CONTRACT CC-BLRI002-83
NORTHWEST TRADING POST, INC.
BLUE RIDGE PARKWAY**

This Agreement is entered into by and between the United States of America, acting by the Secretary of the Interior through the Regional Director, Southeast Region, National Park Service (“Regional Director”), and Northwest Trading Post, Inc., a corporation established and existing under the laws of the State of North Carolina (“Concessioner”).

Witnesseth:

WHEREAS, the Concessioner is currently authorized by the Director to provide visitor services at the Blue Ridge Parkway (“Park”), which authorization was initially given by National Park Service (“NPS”) Concession Contract CC-BLRI002-83 (formerly CC-5076-3-0004) which became effective on January 1, 1983, and was subsequently amended (“Contract); and

WHEREAS, the visitor services authorized by the Contract have been continued by the Director and the Concessioner through December 31, 2012, by letter of agreement pursuant to Section 11(d) of the Contract (the “Section 11(d) Continuation”) to avoid interruption of visitor services; and

WHEREAS, pursuant to the terms of the Contract and applicable law, the Concessioner is entitled to compensation for its possessory interest (as that term is defined in the Contract) in certain real property improvements located within the boundaries of the Park, such compensation in general being due after termination or expiration of the Contract; and

WHEREAS, notwithstanding the terms and conditions of the Contract, the Concessioner has agreed to accept and the Director has agreed to pay the agreed upon possessory interest as full satisfaction of the possessory interest due the Concessioner under the Contract;

WHEREAS, NPS and the Concessioner enter into this Agreement as a compromise and settlement of their rights and the claims of the Concessioner regarding possessory interest and, this Agreement has been negotiated by NPS and Concessioner in good faith, and both believe it to be fair, reasonable, and in the public interest.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the Concessioner and the Director hereby agree as follows:

1. Notwithstanding any terms and conditions of the Contract or applicable laws to the contrary, the value of all possessory interest in all real property improvements held by the Concessioner under the Contract, applicable laws or otherwise, is hereby established and fixed at a total of Five Hundred and Eight Thousand Dollars (\$508,000.00) for all purposes of the Contract, including, without limitation, its Section 6, Section 13, and applicable law (the latter including, without

limitation, Public Law 89-249 and Public Law 105-391). In light of the terms of this Agreement, which fix the value of possessory interest for all purposes, any provisions in the Contract which call for arbitration of the value of possessory interest in certain circumstances shall be of no further force and effect as of the effective date of this Agreement (except as set forth below).

2. Per the Possessory Interest Paydown Agreement effective December 3, 2010, the National Park Service agreed to pay Northwest Trading Post, Inc. and did subsequently pay one hundred thousand dollars (\$100,000.00) towards the total Possessory Interest. The total Possessory Interest set forth in paragraph 1 of this agreement is five hundred and eight thousand dollars (\$508,000.00). Therefore, the remaining balance in Possessory Interest is four hundred and eight thousand dollars (\$408,000.00).

3. The parties agree that the negotiated possessory interest value set forth in this Agreement is unique to the specific facts and circumstances of this case and location and is not intended to be construed as precedent for any other determination by the Director or the U.S. Department of the Interior on matters of a similar type or subject.

4. Except for the rights of the Concessioner expressly set forth in this Agreement, the Concessioner for itself, its heirs, legal representatives, successors and assigns, hereby waives, relinquishes, releases, acquits and forever discharges the United States, its representatives, successors and assigns, to the maximum extent permitted by law, of and from any and all claims, demands, liabilities or causes of action whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, at law or in equity, that the Concessioner now has or that may arise in the future because of or in any way growing out of or connected with the following: (1) possessory interest or compensation for such possessory interest under the terms of the Contract or applicable law; and/or (2) any rights to other compensation of any nature for improvements made or to be made to real property improvements during the term of the Contract and/or during the Continuation Period, including, without limitation, any rights to leasehold surrender interest pursuant to 36 CFR Part 51 or Public Law 105-391.

5. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written. No modification of this Agreement shall be binding unless in writing and signed by the party to be bound.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as set forth below. This Agreement may be executed in counterparts and shall be effective as of the last date of execution by the parties.

NORTHWEST TRADING POST, INC.

By: 

Date: 6 February 2012

Name: Jimmy V. Reeves

Title: President

Attest: Karen B. Radcliff
Print Name: Karen B. Radcliff
Title: Manager

Date: 2-1-2012

UNITED STATES OF AMERICA

By: [Signature]

Date: 2/9/12

Name: ^{Fern} David Vela

Title: Director, Southeast Region
National Park Service

[Federal Register: January 14, 2011 (Volume 76, Number 10)]
 [Notices]
 [Page 2705-2706]
 From the Federal Register Online via GPO Access [wais.access.gpo.gov]
 [DOCID:fr14jail-71]

 DEPARTMENT OF THE INTERIOR

National Park Service

[NPS-WASO-CONC-0111-6326; 2410-OYC]

Notice of Continuation of Visitor Services

AGENCY: National Park Service, Interior.

ACTION: Public notice.

 DATES: Effective January 1, 2011.

FOR FURTHER INFORMATION CONTACT: Jo A. Pendry, Chief, Commercial Services Program, National Park Service, 1201 Eye Street, NW., 11th Floor, Washington, DC 20005, Telephone, (202) 513-7156.

[[Page 2706]]

SUMMARY: Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed 1 (one) year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the completion of the public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed 1 year under the terms and conditions of the current contract as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

Conc ID No.	Concessioner name	Park
NACC004-89.....	Landmark Services Tourmobile, Inc.	National Capital Parks--Central.
INDE001-94.....	Concepts by Staid, Ltd	Independence National Historical Park.
SHEN001-85.....	ARAMARK Sports & Entertainment Services, Inc.	Shenandoah National Park.
DEVA002-81.....	Xanterra Parks & Resorts, Inc.	Death Valley National Monument.
LAKE001-73.....	Rex G. Maughan & Ruth G. Maughan.	Lake Mead National Recreation Area.
LAKE002-82.....	Lake Mead RV Village, LLC.	Lake Mead National Recreation Area.
LAKE005-97.....	Rex G. Maughan.....	Lake Mead National Recreation Area.
LAKE006-74.....	Las Vegas Boat Harbor, Inc..	Lake Mead National Recreation Area.
LAKE009-88.....	Seven Resorts, Inc....	Lake Mead National Recreation Area.
OLYM001-78.....	ARAMARK Sports & Entertainment, Inc.	Olympic National Park.
OLYM002-89.....	Log Cabin Resort, Inc.	Olympic National Park.
ROLA003-87.....	Ross Lake Resort, Inc.	Ross Lake National Recreation Area.
AMIS002-89.....	Forever Resorts.....	Amistad National Recreation Area.
AMIS003-87.....	Forever Resorts.....	Amistad National Recreation Area.
CACH001-84.....	White Dove, Inc. dba Thunderbird Lodge.	Canyon de Chelly National Monument.
GLAC002-81.....	Glacier Park, Inc.....	Glacier National Park.
GLCA002-88.....	ARAMARK.....	Glen Canyon National Recreation Area.
GLCA003-69.....	ARAMARK.....	Glen Canyon National Recreation Area.
GRTE003-97.....	Rex G. and Ruth G. Maughan.	Grand Teton National Park.
GRTE004-98.....	Louise M. and Harold M. Bertschy dba	Grand Teton National Park.

MEVE001-82.....	Triangle X Ranch. ARAMARK.....	Mesa Verde National Park.
PEFO001-85.....	Xanterra Parks & Resorts, LLC.	Petrified Forest National Park.
HOSP002-94.....	Buckstaff Bath House Company.	Hot Springs National Park.
OZAR012-88.....	Akers Ferry Canoe Rental, Inc.	Ozark National Scenic Riverway.
OZAR016-89.....	Carr's Grocery & Canoe Rental.	Ozark National Scenic Riverway
BLRI001-93.....	Southern Highland Handicraft Guild.	Blue Ridge Parkway.
BLRI002-83.....	Northwest Trading Post, Inc.	Blue Ridge Parkway.
BLRI007-82.....	Forever NPC Resorts, LLC.	Blue Ridge Parkway.
CAHA001-98.....	Avon-Thornton Limited Partnership.	Cape Hatteras National Seashore.
CAHA002-98.....	Cape Hatteras Fishing Pier, Inc.	Cape Hatteras National Seashore.
CAHA004-98.....	Oregon Inlet Fishing Center, Inc.	Cape Hatteras National Seashore.
MACA002-82.....	Forever Resorts, Inc..	Mammoth Cave National Park.
VIIS001-71.....	Caneel Bay, Inc.....	Virgin Islands National Park.

FOR FURTHER INFORMATION CONTACT: Jo A. Pendry, Chief, Commercial Services Program, National Park Service, 1201 Eye Street, NW., 11th Floor, Washington, DC 20005, Telephone (202) 513-7156.

Dated: January 10, 2011.
Katherine H. Stevenson,
Associate Director, Business Services.
[FR Doc. 2011-693 Filed 1-13-11; 8:45 am]
BILLING CODE 4312-53-P

POSSESSORY INTEREST PAYDOWN AGREEMENT

CONCESSION CONTRACT CC-BLRI002-83 NORTHWEST TRADING POST, INC. BLUE RIDGE PARKWAY

This Agreement is entered into by and between the United States of America, acting by the Secretary of the Interior, through the Director, Southeast Region, National Park Service ("NPS" or "Director"), and Northwest Trading Post, Inc., a corporation established and existing under the laws of the State of North Carolina ("Concessioner").

WITNESSETH:

WHEREAS, the Concessioner is currently authorized by the Director to provide visitor services at the Blue Ridge Parkway ("Parkway"), which authorization was initially given by National Park Service ("NPS") Concession Contract CC-BLRI002-83 (formerly CC-5076-3-0004) which became effective on September 29, 1983, and was subsequently amended ("Contract"); and

WHEREAS, the visitor services authorized by the Contract have been continued by the Director and the Concessioner through December 31, 2010, by letter agreement pursuant to Section 11(d) of the Contract (the "Section 11(d) Continuation") to avoid interruption of visitor services; and

WHEREAS, pursuant to the terms of the Contract and applicable law, the Concessioner is entitled to compensation for its possessory interest (as that term is defined in the Contract) in certain real property improvements located within the boundaries of the Park, such compensation in general being due after termination or expiration of the Contract; and

WHEREAS, the Concessioner and NPS have agreed, notwithstanding the terms and conditions of the Contract to the contrary, to reduce the amount of possessory interest in real property improvements due the Concessioner under the Contract by partial payment of possessory interest compensation; and

WHEREAS, this Agreement has been negotiated by the Director and Concessioner in good faith, and both believe it to be fair, reasonable, and in the public interest; and

NOW, THEREFORE, in consideration of the foregoing recitals, mutual promises and covenants contained herein, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the Concessioner and NPS agree as follows:

1. The terms and conditions of the Contract, as modified in the manner described hereafter, are incorporated into this Agreement and constitute the terms and conditions of the Section 11(d) Continuation. All references contained in the terms and conditions of the Contract to the Contract's termination or expiration shall, for the purposes of this Agreement, be deemed to refer to the termination or expiration of the Section 11(d) Continuation. The termination date of the Section 11(d) Continuation is hereby modified to December 31, 2011.
2. Notwithstanding any terms and conditions of the Contract to the contrary, NPS shall pay to the Concessioner within thirty (30) days of the Effective Date of this Agreement under the terms and conditions described herein ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) ("Possessory Interest Paydown Amount") in partial payment of the Concessioner's rights to compensation for the possessory interest in real property improvements the Concessioner holds under the terms and conditions of the Contract and the Section 11(d) Continuation.
3. The total amount of compensation due the Concessioner under the terms and conditions of the Contract, the Section 11(d) Continuation, and/or applicable laws, when determined and payable, shall be reduced without further action by crediting an amount equal to the Possessory Interest Paydown Amount set forth above, as such amount shall be adjusted (increased or decreased as the case may be) by the Consumer Price Index (CPI) as defined in 36 CFR Part 51 calculated from the Effective Date of this Agreement to the date of payment for the Concessioner's full possessory interest compensation pursuant to the terms of the Contract, the Section 11(d) Continuation and/or applicable laws. Thus, for example, assume: (1) a hypothetical total possessory interest compensation of \$500,000.00 is due the Concessioner under the terms of the Contract; (2) the date of payment for the Concessioner's total possessory interest compensation is 23 months after the Effective Date of the Agreement; and (3) the CPI for this time period is an increase of 5.0%. In these circumstances under this Agreement, the total CPI adjustment on \$200,000.00 would be an increase of \$10,000 ($\$200,000 \times 5\% = \$10,000.00$), and, accordingly, \$210,000.00 would be credited against the \$500,000.00 total possessory interest compensation so that the adjusted amount due the Concessioner would be \$290,000.00 ($\$500,000.00 - \$210,000.00 = \$290,000.00$).
4. However, notwithstanding the forgoing, should the Concessioner be awarded a new concession contract which replaces the Section 11(d) Continuation, the Possessory Interest Paydown Amount (as adjusted for CPI as described above to the effective date of such new contract), rather than being paid to the Concessioner, shall be deducted from the otherwise

applicable initial leasehold surrender interest value provided by the terms of the new contract for all purposes of the new contract.

5. In the event that such Possessory Interest Paydown Amount, as adjusted for CPI as described above, may prove to be in excess of the total amount of possessory interest compensation due the Concessioner, any such excess amount shall be promptly paid to the NPS by the Concessioner as an additional franchise fee or as otherwise directed by the Director.
6. NPS and the Concessioner agree and assert that the undertakings reflected in this Agreement are unique to the special circumstances presented by this matter and are not intended to, nor should they be construed as, precedent for any other agreement by the NPS or the U.S. Department of the Interior on matters of a similar type or subject matter.
7. To the extent that any provisions of this Agreement may be considered as in conflict with the terms and conditions of the Contract, any extensions or continuations thereof, or other obligations of the parties, NPS and the Concessioner agree that the provisions of this Agreement modify or supersede such terms and conditions to the extent necessary for the effectuation of this Agreement.
8. If written notice is required to be given by one party to another for any reason, it shall be directed to the individuals at the addresses specified below, unless the individuals specified or their successors give notice, in writing, to the other party that notice should be directed to a different individual or address. All notices shall reference this Agreement.

To NPS: Phil Francis
Superintendent
Blue Ridge Parkway
199 Hemphill Knob Road
Asheville, N.C. 28803-8686

To Concessioner: Karen Radcliff
Manager
Northwest Trading Post
PO Box 29
Glendale Springs, NC 28629

9. This Agreement contains the entire agreement of NPS and Concessioner with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written. No modification of this Agreement shall be binding unless in writing and signed by the party to be bound.

IN WITNESS WHEREOF, NPS and Concessioner have caused this Agreement to be executed by their duly-authorized officers or representatives as of the latest date set forth below (the "Effective Date"). This Agreement may be executed in counterparts.

**NORTHWEST TRADING POST, INC.
CONCESSIONER**

By: 
Name: JIMMY D. REEVES
Title: PRESIDENT

Date: 1 December 2010

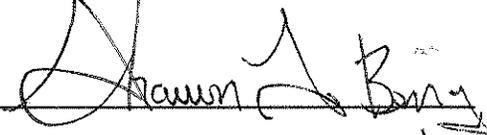
Attest:

By: 
Name: Karen B. Radcliff
Title: Manager

Date: 12-1-10

UNITED STATES OF AMERICA

By: NATIONAL PARK SERVICE

By: 
Name: STEPHEN T. BERGER
Title: Director, Southeast Region
ptg

Date: 12-3-10

[Federal Register: February 22, 2005 (Volume 70, Number 34)]
 [Notices]
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 From the Federal Register Online via GPO Access [wais.access.gpo.gov]
 [DOCID:fr22fe05-111]

DEPARTMENT OF THE INTERIOR

National Park Service

Notice; Continuation of Visitor Services

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed 1 year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the completion of the public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed 1 year under the terms and conditions of the current contract as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

Concid No.	Concessioner's name	Park
CC-BISC006-89.....	Florida National Parks & Monuments Assoc., Inc.	Biscayne National Park.
CC-BISO006-96.....	The View/Bear Camp (Bear Creek Campgrounds & Equestrian Area).	Big South Fork NRRA.
CC-BLRI001-93.....	Southern Highland Handicraft Guild.	Blue Ridge Parkway.
CC-BLRI002-83.....	Northwest Trading Post, Inc..	Blue Ridge Parkway.
CC-BUIS001-98.....	Southern Seas, Inc....	Buck Island Reef NM.
CC-BUIS006-98.....	Teroro, Inc.....	Buck Island Reef NM.
CC-BUIS015-98.....	Milemark, Inc.....	Buck Island Reef NM.
CC-CAHA001-98.....	Avon-Thornton Limited Partnership.	Cape Hatteras National Seashore.
CC-CAHA002-98.....	Cape Hatteras Fishing	Cape Hatteras

	Pier, Inc..	National Seashore.
CC-CAHA003-98.....	Hatteras Island Motel Limited Partnership.	Cape Hatteras National Seashore.
CC-CAHA004-98.....	Oregon Inlet Fishing Center, Inc..	Cape Hatteras National Seashore.
CC-CALO003-98.....	Morris Marina, Kabin Kamps & Ferry Service, Inc.	Cape Lookout NS.
CC-EVER002-89.....	Everglades National Park Boat Tours, Inc..	Everglades National Park.
CC-EVER001-80.....	Xanterra Parks and Resorts.	Everglades National Park.
CC-FOSU001-86.....	Fort Sumter Tours, Inc..	Fort Sumter NM.
CC-GRSM002-83.....	Leconte Lodge, Inc....	Great Smoky Mountains NP.
CC-GRSM007-94.....	Smokemont Riding Stables of North Carolina, Inc.	Great Smoky Mountains NP.
CC-VIIS001-71.....	Caneel Bay, Inc.....	Virgin Islands NP.

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EFFECTIVE DATE: January 2, 2005.

FOR FURTHER INFORMATION CONTACT: Jo A. Pendry, Concession Program Manager, National Park Service, Washington, DC 20240, Telephone 202/513-7156.

Dated: December 17, 2004.
 Alfred J. Poole, III,
 Acting Associate Director, Administration, Business Practices and Workforce Development.
 [FR Doc. 05-3334 Filed 2-18-05; 8:45 am]

BILLING CODE 4312-53-M

DEPARTMENT OF THE INTERIOR

National Park Service

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed one year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to the maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the development and public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed one year under the terms and conditions of current contracts as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

Concessioner ID No.	Concessioner name	Park
CP-BISC002-87.....	Biscayne National Underwater Park, Inc.	Biscayne National Park.
CP-BISC006-89.....	Florida National Parks & Monuments Assoc.	Biscayne National Park.
CP-EVER006-89.....	Florida National Parks & Monuments Assoc.	Big Cypress National Preserve.
TCC-BISO002-99.....	Bobby Gene and Gretta York.	Big South Fork NRRRA NRRRA.
CP-BISO002-89.....	Eastern National..	Big South Fork NRRRA NRRRA.
CP-BISO001-98.....	LeConte Lodge Limited Partnership.	Big South Fork NRRRA.
CP-BISO006-96.....	The View, Bear	Big South Fork

CP-BISO005-95.....	Creek Horse Camp. The View, Station Camp.	NRRA. Big South Fork NRRA.
CP-BLRI009-87.....	Parkway Inn.....	Blue Ridge Parkway.

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CP-BLRI002-83.....	Northwest Trading Post.	Blue Ridge Parkway.
CP-BLRI001-93.....	Southern Highland Handcraft Guild.	Blue Ridge Parkway.
CP-BUIS001-98.....	Southern Seas, Inc	Buck Island Reef NM.
CP-BUIS006-98.....	Teroro, Inc.....	Buck Island Reef NM.
CP-BUIS008-98.....	Llewellyn Westerman.	Buck Island Reef NM.
CP-BUIS014-98.....	Francis J. Waters.	Buck Island Reef NM.
CP-BUIS015-98.....	Milemark, Inc.....	Buck Island Reef NM.
CP-BUIS019-98.....	Carl Punzenberger.	Buck Island Reef NM.
CC-CAHA001-98.....	Avon-Thornton Limited Partnership.	Cape Hatteras National Seashore.
CC-CAHA002-98.....	Cape Hatteras Fishing Pier, Inc.	Cape Hatteras National Seashore.
CC-CAHA003-84.....	Hatteras Island Motel Limited Partnership.	Cape Hatteras National Seashore.
CC-CALO004-98.....	Oregon Inlet Fishing Center, Inc.	Cape Hatteras National Seashore.
CC-CALO003-98.....	Morris Marina, Kabin Kamps and Ferry Service, Inc.	Cape Lookout NS.
CC-CALO005-98.....	Alger G. Willis Fishing Camp, Inc.	Cape Lookout NS.
CC-CUIS001-88.....	Lang Seafood, Inc.	Cumberland Island NS.
CP-EVER006-89.....	Florida National Parks & Monuments Assoc.	Everglades National Park.
CC-EVER001-80.....	Xanterra Parks and Resorts.	Everglades National Park.
CI-FOFR001-98.....	Fort Frederica Association.	Fort Frederica National Monument.
CP-GRSM004-98.....	Cades Cove Riding Stables, Inc.	Great Smoky Mountains.
CP-GRSM005-98.....	Cherokee Boys Club	Great Smoky Mountains.
CP-GRSM010-98.....	Great Smokey Mountains NHA.	Great Smoky Mountains.
CP-GRSM002-83.....	Leconte Lodge	Great Smoky

CP-GRSM003-98.....	Limited. Tammy Shular.....	Mountains. Great Smoky Mountains.
CP-GRSM007-94.....	Smokemont Riding Stables of North Carolina, Inc.	Great Smoky Mountains.
CC-GUIS001-98.....	Dudley Food and Beverage, Inc.	Gulf Island National Seashore.
CC-GUIS003-89.....	Pan Isles, Inc....	Gulf Island National Seashore.
CP-NATR004-98.....	Craftmen's Guild of Mississippi, Inc.	Natchez Trace Parkway.
CP-SERO001-92.....	Eastern National..	South East Region.
CC-VIIS001-71.....	Caneel Bay, Inc...	Virgin Islands NP.
CP-VIIS008-96.....	Caneel Bay, Inc...	Virgin Islands NP.
CO-VIIS007-98.....	Maho, Inc.....	Virgin Islands NP.
CP-WRBR001-98.....	Kitty Hawk Aero Tours, Inc.	Wright Brothers National Monument.

EFFECTIVE DATE: January 2, 2003.

FOR FURTHER INFORMATION CONTACT: Cynthia Orlando, Concession Program
Manager, National Park Service, Washington, DC, 20240, Telephone 202/
513-7156.

Dated: December 13, 2002.
Richard G. Ring,
Associate Director, Administration, Business Practices and Workforce
Development.
[FR Doc. 03-2324 Filed 1-30-03; 8:45 am]
BILLING CODE 4310-70-M

DEPARTMENT OF THE INTERIOR

National Park Service

Concession Contracts and Permits: Extension of Expiring Contracts
for Up to One Year

AGENCY: National Park Service, Interior.

ACTION: Public notice.

[[Page 67301]]

SUMMARY: Pursuant to terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed one year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: All contracts listed below have been extended to the maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the development and public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed one year under the terms and conditions of current contracts as amended. The continuation of operations does not affect any rights with respect to selection for execution of a new concession contract.

Concessioner Id No.	Concessioner name	Park
ACAD001.....	The Acadia Corporation.	Acadia National Park.
AMIS002.....	Lake Amistad Resort....	Amistad National Recreation Area.
BISO002.....	Eastern National.....	Big South Fork National Recreation Area.
AMIS003.....	Rough Canyon Marina....	Amistad National Recreation Area.
BLRI001.....	Southern Highland Guild	Blue Ridge Parkway.
BLRI002.....	Northwest Trading Post.	Blue Ridge Parkway.
BLRI009.....	Parkway Inn, Inc.....	Blue Ridge Parkway.
CACA001.....	The Cavern Supply Co...	Carlsbad Caverns National Park.
CACO003.....	Town of Truro.....	Cape Cod National Seashore.
CACO004.....	Charles W. Silva.....	Cape Cod National Seashore.
CAHA003.....	Hatteras Island Hotel..	Cape Hatteras National Seashore.
CHOH001.....	Fletcher's Boat House..	Chesapeake & Ohio Canal National

MACA001.....	Miss Green River Boat..	Recreation Area. Mammoth Cave National Park.
MUWO001.....	ARAMARK Leisure Services, Inc.	Muir Woods National Monument.
NACE003.....	Buzzard's Point Boatyard.	National Capital Parks East.
OLYM001.....	ARAMARK Corp.....	Olympic National Park.
OLYM005.....	Crescent West, Inc.....	Olympic National Park.
OLYM008.....	Sol Duc Hot Springs....	Olympic National Park.
OZAR001.....	Alley Spring Canoe.....	Ozark National Scenic Riverway.
OZAR012.....	Aker's Canoe Rental....	Ozark National Scenic Riverway.
PAIS001.....	Padre Island Park Co...	Padre Island National Seashore.
PEFO001.....	Amfac Hotel & Resorts..	Petrified Forest National Park.
PRWI001.....	Prince William Travel Trailer Village.	Prince William Forest Park.
ROCR003.....	Golf Course Specialists	Rock Creek National Park.
ROMO001.....	Rex and Ruth Maughan (Trail Ridge Store).	Rocky Mountain National Park.
ROMO002.....	Hi Country Stables.....	Rocky Mountain National Park.
SERO.....	Eastern National.....	Southeast Regional Offices.
TICA001.....	Carl and Betsy Wagner..	Timpanogos Cave National Monument.
VIIS001.....	Caneel Bay, Inc.....	Virgin Islands National Park.
VIIS008.....	Caneel Bay, Inc.....	Virgin Islands National Park.
WHIS001.....	Oak Bottom Marina.....	Whiskeytown National Park.
YELL002.....	Hamilton Stores, Inc...	Yellowstone National Park.

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ZION001..... Bryce/Zion Trail Rides. Zion National Park.

EFFECTIVE DATE: January 2, 2002.

FOR FURTHER INFORMATION CONTACT: Cynthia Orlando, Concession Program
Manager, National Park Service, Washington, DC, 20240, Telephone 202/
565-1210.

Dated: November 28, 2001.
Richard G. Ring,
Associate Director, Park Operations and Education.
[FR Doc. 01-31892 Filed 12-27-01; 8:45 am]
BILLING CODE 4310-70-M



United States Department of the Interior

NATIONAL PARK SERVICE
Southeast Regional Office
Atlanta Federal Center
1924 Building
100 Alabama St., S.W.
Atlanta, Georgia 30303

BLRI002-83

IN REPLY REFER TO:

N38(SER-CONC)

AUG 28 2000

Memorandum

To: Superintendent, Blue Ridge

From:  Chief, Concessions Management-SER

Subject: Building & Improvement Program request, Northwest Trading Post, Inc.

Reference is made to Amendment No. 1 (hereinafter "Amendment") CC-BLRI002-83, Northwest Trading Post, Inc, and to the memorandum dated August 17, 2000 on the building & improvement program for Northwest Trading Post, Inc. The Amendment indicates that the concessioner would undertake and complete an Improvement and Building Program (hereinafter "Improvement Program") costing approximately \$245,000. Subsequent to the effective date of the Amendment, the architects cost estimate for the Improvement Program was \$345, 620.00. The package was put out for bid last fall. Two bids were received with lowest bid being \$593,928.00.

The concessioner has requested that in lieu of the lowest bid that they utilize a "known" contractor on a "cost-plus" basis. The concessioner feels they can save more than \$100,000 with the "cost plus" approach. Subsequently, the Park has asked for our review & guidance.

After review of the letter, review of the Amendment and review of the Northwest Trading Post file, and a conference call with Pat O'Mary of CPC, Rick Wyatt and myself, it becomes apparent that if we do not proceed with the work:

1. The visitor experience will be negatively impacted.
2. The concession operation will be negatively effected.

In addition, the difference between the "estimate" in the amendment and the lowest bid (\$593,928.00) has occurred in part to:

1. A conservative estimate by the Park.

2. A tight job market in the area.

BLRI002-83

3. High construction demands in the concession area.

4. Increased costs that have been experienced with other Park concession projects within the immediate past.

5. Limited contractors and trades people within the concession area.

Therefore, approval is given to proceed with the contract on a "cost plus" basis not to exceed \$593,928.00. It is understood that possessory interest on qualified costs will not exceed the "cost plus" amount (The cost plus amount has been projected to be \$100,000.00 less than the lowest bid) or \$593, 928.00 whichever is lower.



cc:

Cindy Orlando

Pat O'Mary

Rick Wyatt

BLR1002

*ANS
Risk X*



United States Department of the Interior

NATIONAL PARK SERVICE

Southeast Regional Office

Atlanta Federal Center

1924 Building

100 Alabama St., S.W.

Atlanta, Georgia 30303

IN REPLY REFER TO:

N38(SER-CONC)

DEC 21 2001

Ms. Faye Dancy
Manager
Northwest Trading Post, Inc.
Route 2, P O Box 494
West Jefferson, North Carolina 28694

99-01

Dear Ms. Dancy:

Pending the development and public solicitation of a prospectus for the concession contract, CC-BLRI002-83, covering the services which you are currently providing, the National Park Service will not be able to award that document prior to the expiration of your current contract.

Accordingly, under the provisions of your current concession contract that provide for your continuation of operations for a reasonable period of time after expiration, the National Park Service hereby authorizes you to continue operation of visitor services for a period not to exceed 1 year (from the date of your contract's expiration) under the terms and conditions of your current contract, as amended. This continuation of operations does not affect your rights, if any, with respect to selection for award of a new concession contract.

In accordance with Amendment #1 of your current contract (CC-BLRI002-83), section 2(a), "if an execution of a new contract does not take place at the end of the extended THREE year period, immediately following December 31, 2001, the amount and character of the franchise fee may be reconsidered by the Secretary." Pursuant to the above, the franchise fee for the period beginning January 1, 2002 and not exceeding one year will be five percent (5%) of gross receipts.

Please indicate your receipt of this authorization by signing this letter in the space provided below and returning a fully executed copy of this letter to the Office of the Superintendent no later than February 1, 2002. If you have any concerns about continuing these services under the terms of this authorization, please so advise us in writing immediately.

We have enclosed an additional copy of this letter for your files.

Sincerely,

W. Thomas Brown

Regional Director

Accepted:

Faye Dancy
Faye Dancy

Acting



United States Department of the Interior

NATIONAL PARK SERVICE
Atlanta Federal Center
1924 Building
100 Alabama Street, SW
Atlanta, Georgia 30303

IN REPLY REFER TO:

C38(SESO-CON)

JAN 5 1999

[Handwritten signature]
Burda
Re-note

Mrs. Faye Dancy, Manager
Northwest Trading Post, Inc.
201 Reno Road
West Jefferson, North Carolina 28694

Dear Mrs. Dancy:

As a result of the passage of P.L. 105-391, the National Park Service generally will not be able to enter into new long term concession contracts and permits until final adoption of new concession contracting regulations in accordance with the new law. Accordingly, pursuant to section 403(11) of P.L. 105-391, and upon return of a signed copy of this letter agreement to the undersigned, your concession contract No. CC-BLRI002-83 is hereby extended to December 31, 1999. All other terms and conditions of the contract will remain the same, subject to the terms of P.L. 105-391.

The National Park Service will notify you when it issues a solicitation for award of new concession contract covering the service provided by you.

Please indicate your acceptance of the extension provided by this letter in the space provided below and return a fully executed copy to this office.

Sincerely,

W. Thomas Brown

FOR
Jerry Belson
Regional Director
Southeast Region

Accepted:

Faye Dancy
Faye Dancy

[Handwritten initials]



United States Department of the Interior

NATIONAL PARK SERVICE
Atlanta Federal Center
1924 Building
100 Alabama Street, SW
Atlanta, Georgia 30303

IN REPLY REFER TO:

C3823 (BLRI)

NOV 25 1998

Mrs. Faye Dancy, Manager
Northwest Trading Post, Inc.
201 Reno Road
West Jefferson, North Carolina 28694

Dear Mrs. Dancy:

As a result of the passage of the National Park Service Concessions Management Improvement Act of 1998, we were unable to issue a solicitation and award a new contract prior to the expiration of your current contract. Accordingly, we would like to discuss with you the continuation of services on a temporary basis.

If you are willing to continue providing services on a temporary basis, please so indicate by signing and returning the original and one copy of this letter to Superintendent, Blue Ridge Parkway, One West Pack Square, Suite 400, Asheville, North Carolina 28801-3417. We appreciate your continued cooperation and assistance during this interim period.

Sincerely,


Jerry Belson
Regional Director
Southeast Region

Enclosure

cc:
BLRI Concessions
Mr. Jimmy Reeves, Chairman, Board of Directors
Northwest Trading Post, Inc.
P. O. Drawer 67
West Jefferson, North Carolina 28694

12-9-1998
Faye Dancy *mpk*

AMENDMENT NO. 1
CONCESSION CONTRACT CC-BLRI002-83
NORTHWEST TRADING POST, INC.

The AGREEMENT is made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior and the Director of the National Park Service, hereinafter referred to as the Secretary, and Northwest Trading Post, Inc., a corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as the "Concessioner".

W I T N E S S E T H

THAT WHEREAS, the Secretary and the Concessioner are parties to Concession Contract CC-BLRI002-83, formerly CC-5076-3-0004, which became effective September 29, 1983, and by which the Concessioner was authorized to provide facilities and services for the public within the Blue Ridge Parkway, during the period January 1, 1983 through December 31, 1992; and

WHEREAS, the Secretary and the Concessioner have mutually agreed that it is in the best interest of the public that the services be continued; and

WHEREAS, the Concessioner must immediately provide certain improvements, including the upgrading of facilities to comply with the Americans with Disabilities Act requirements, and the installation of a new sewage discharge system that meet State of North Carolina and National Park Service requirements; and

WHEREAS, the Secretary finds it necessary to extend this Concession Contract for a period of THREE (3) years in order to require the Concessioner to provide these improvements to avoid interruption of service to the public.

NOW THEREFORE, in consideration of the forgoing, the parties hereto covenant and agree to and with each other that Concession Contract No. CC-BLRI002-83 is hereby amended as follows:

1. Amend Section I. Term of Contract as follows:

(a) DELETE Subsection 1(a) in its entirety and substitute in lieu thereof the following:

"(a) This Contract shall be extended for the term of THREE (3) years from January 1, 1999 through December 31, 2001, or until the execution of a new contract, whichever occurs first, except as it may be terminated as herein provided under Concession Contract CC-BLRI002-83 as amended."

(b) Add the following to Sections 1(b) and 1(c):

(b) The Concessioner shall undertake and complete an Improvement and Building Program (hereinafter "Improvement Program") costing approximately \$245,000.00 as adjusted per project to reflect par value in the year of actual construction in accordance with the appropriate indexes of the Department of Commerce's "Construction Review." It is agreed that such investment is consistent with Section 3(a) hereof. The Improvement Program shall include:

1. Design and construction of an addition to the Northwest Trading Post of approximately 1,700 to 2,300 square feet, including a two-story addition to the existing structure. Rehabilitation and renovation to the existing structure. These improvements are necessary to provide compliance with the Americans with Disabilities Act.
Estimated Cost: \$180,000.00

***BLUE RIDGE PARKWAY ***
**** NATIONAL PARK SERVICE ****

2. Design and construction of a new septic system meeting all State of North Carolina and National Park Service requirements. Estimated Cost: \$25,000.00

3. Renovation and rehabilitation to the existing public restrooms. These improvements are necessary to provide compliance with the Americans with Disabilities Act. Estimated Cost: \$20,000.00

4. Purchase and/or construction of new merchandising and display equipment for the newly constructed addition. Estimated Cost: \$20,000.00

(c) As soon as practicable after final execution of this amendment, but in no event later than 180 days after final execution of this amendment, the Concessioner shall submit all construction project schedules, drawings, plans and specifications (the Contract Documents) to the Superintendent for written approval. The schedule shall provide for project completion to occur on or before the expiration of this 3-year amendment. Completion shall mean that all improvements, buildings and grounds at the construction site(s) are ready and available for public use.

The Superintendent will task the appropriate staff with timely review of the Contract Documents. The Park Service staff shall provide the Concessioner in writing and in a timely manner any questions, if clarification is needed, and/or detailed comments about any portions or provisions of the Contract Documents that the Park Service staff cannot approve. Such approval will not be unreasonably withheld.

Within 180 days of receipt of written approval, the Concessioner shall commence construction. Upon request of the Superintendent, ~~the~~ Concessioner shall provide any documentation, in a form and substance deemed satisfactory to the Secretary, necessary to demonstrate that the Improvement Program is progressing on schedule. If necessary, the Concessioner may request approval of an amended schedule, provided such request is in writing and is accompanied by a full and reasonable explanation for any delay. Upon completion of construction, the Concessioner shall notify the Superintendent and propose a date for final inspection by NPS staff.

2. Amend Section 9 Franchise Fee, as follows:

(a) Add the following subsection (e) ((2)) to read as:

(e) (2) If an execution of a new contract does not take place at the end of the extended THREE (3) year period, immediately following December 31, 2001, the amount and character of the franchise fee may be reconsidered by the Secretary.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names.

Executed at Atlanta, Georgia, this 14 day of, July, 1999.

NORTHWEST TRADING POST, INC.

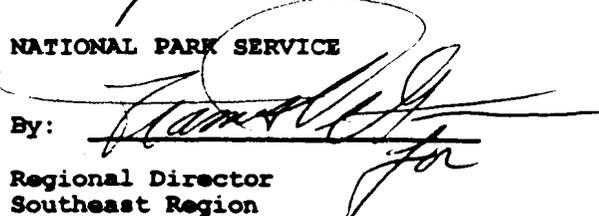
By:

Title:


President

NATIONAL PARK SERVICE

By:


Regional Director
Southeast Region

*Wendy
Bull*

JAN 11 1993

C3823 (SER-OC)

BLRI-002

Ms. Faye Dancy
Northwest Trading Post, Inc.
Route 2, Box 494
West Jefferson, North Carolina 28694

Dear Ms. Dancy:

As you are aware, your concession contract authorizing a country store for the display and sale of mountain handcrafts expired on December 31, 1992. We are in the process of preparing contract renewal documents. However, at this time all contracting efforts are at a standstill under the direction of the Secretary of the Interior.

Until such time as we are able to negotiate a new contract, you should be operating under all of the conditions of your old contract.

If you have any questions or concerns, please feel free to contact us. You will receive a copy of the Prospectus, and Notice of Intention to Negotiate a Concession Contract as soon as they are released by the Washington Office for publication in the "Federal Register" and the "Commerce Business Daily."

Sincerely,

(Sgd) Robert L. Deskins

James W. Coleman, Jr.
Regional Director
Southeast Region

cc:
Supt., BLRI
WASO 680
SER-D

RECEIVED
1/14/93

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

--oo0oo--

NORTHWEST TRADING POST, INC.
BLUE RIDGE PARKWAY

--oo0oo--

CC-BLR1002-83
CONTRACT NO. ~~CC-5076-3-0004~~ EXECUTED September 29, 1983

COVERING THE PERIOD

January 1, 1983 through December 31, 1992

CONCESSION CONTRACT

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EXHIBITS

1. Exhibit "A": Government-Owned Structures Assigned
2. Exhibit "B": Nondiscrimination
3. Exhibit "C": Possessory Interest Assets
4. Exhibit "D": Building Replacement Cost for Insurance Purposes
5. Exhibit "E": Operating Plan
6. Exhibit "F": Maintenance Plan

CORPORATION

THIS CONTRACT made and entered into by and between the United States of America, acting in this matter by the Secretary of the Interior, through the Regional Director, Southeast Region, National Park Service, hereinafter referred to as the "Secretary," and Northwest Trading Post, Inc., a corporation organized and existing under the laws of the State of North Carolina, doing business as Northwest Trading Post, Inc., hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, The Blue Ridge Parkway, hereinafter referred to as the "area" is administered by the Secretary to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the accomplishment of these purposes requires that facilities and services be provided for the public visiting the area and that all private interest shall be excluded except so far as may be necessary for the accomplishment of said purposes, including accommodation of the public; and

WHEREAS, the United States has not itself provided such necessary facilities and services and desires the Concessioner to establish and operate the same at reasonable rates under the supervision and regulation of the Secretary; and

WHEREAS, the establishment and maintenance of such facilities and services involves a substantial investment of capital and the assumption of the risk of operating loss, it is therefore proper, in consideration of the obligations assumed hereunder and as an inducement to capital, that the Concessioner be given assurance of security of such investment and of a reasonable opportunity to make a profit; and

WHEREAS, pursuant to law the Secretary is required to exercise his authority hereunder in a manner consistent with a reasonable opportunity by the Concessioner to realize a profit on the operations conducted hereunder as a whole commensurate with the capital invested and the obligations assumed:

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916 (39 Stat. 535; 16 U.S.C. 1, 2-4), and October 9, 1965 (79 Stat. 969; 16 U.S.C. 20), and other laws supplemental thereto and amendatory thereof, the said parties agree as follows:

SEC. 1. TERM OF CONTRACT. (a) This contract shall be for the term of ten (10) years from January 1, 1983.

(b) The Concessioner shall undertake and complete an improvement and building program costing not less than \$38,000 as adjusted per project to reflect par value in the year of actual construction in accordance with the appropriate indexes of the Department of Commerce's "Construction Review."

It is agreed that such investment is consistent with subsection 3(a) hereof. Such improvement and building program shall consist of a building approximately 20' x 30', located to the rear of the existing facility and separated by a fence. This building shall house restroom facilities and storage. Existing restroom facilities shall be removed and used for storage. The existing (rear) facility shall be remodeled so as to allow open walk thru. All walks and landscaping shall be provided by the prospective concessioner.

(c) The Concessioner shall start the improvement and building program within three hundred and twenty-five days after the execution of this contract, in such a manner as to demonstrate to the satisfaction of the Secretary that it is in good faith carrying said program forward reasonably under the circumstances. After approval of plans and specifications, the Concessioner shall provide the Secretary with such evidence or documentation, as may be satisfactory to the Secretary, to demonstrate that such program is being carried forward, and shall complete and have it available for public use within five (5) months after construction starts.

(d) The Concessioner may, at the discretion of the Secretary, be relieved in whole or in part of any or all of the obligations of the improvement program for such stated periods as the Secretary may deem proper upon written application by the Concessioner showing circumstances beyond its control warranting such relief.

SEC. 2. ACCOMMODATIONS, FACILITIES AND SERVICES. (a) The Secretary requires and hereby authorizes the Concessioner during the term of this contract to provide accommodations, facilities, and services for the public in Section 2-D, Station 528 to Station 530, within the Blue Ridge Parkway as follows:

A "Country Store" for the display and sale of native mountain handcraft, artcraft, State inspected and approved local homemade foodstuff, other products of the surrounding region, selected approved souvenirs, and any other services which are incidental to the operations authorized hereunder.

These operations shall be conducted consistent with the provisions of an annual Concessions Operating Plan. Failure to comply with the Concessions Operating Plan shall constitute a material breach of this contract which may cause the Secretary to terminate this contract pursuant to the provisions of Section 11 herein. The Concessioner may provide services incidental to the operations authorized hereunder at the request of the Secretary.

(b) The Secretary reserves the right to determine and control the nature, type and quality of the merchandise and services described herein as authorized and required to be sold or furnished by the Concessioner within the area. Operations under this contract and the

administration thereof by the Secretary shall be subject to the laws of Congress governing the area and the rules, regulations, and policies promulgated thereunder, whether now in force or hereafter enacted or promulgated, including but not limited to the United States Public Health Service requirements. Concessioners must also comply with current applicable criteria promulgated by the United States Department of Labor's Occupational Safety and Health Act of 1970 (OSHA) and those provisions outlined in the National Park Service's Safety and Occupational Health Policy associated with visitor safety and health.

SEC. 3. PLANT, PERSONNEL, AND RATES. (a)(1) The Concessioner shall maintain and operate the said accommodations, facilities, and services to such extent and in such manner as the Secretary may deem satisfactory, and shall provide the plant, personnel, equipment, goods, and commodities necessary therefor provided that the Concessioner shall not be required to make investments inconsistent with a reasonable opportunity to realize a profit on its operations hereunder commensurate with the capital invested and the obligations assumed.

(2) All rates and prices charged to the public by the Concessioner for accommodations, services, or goods furnished or sold hereunder shall be subject to regulation and approval by the Secretary. The Secretary shall exercise his decision making authority with respect to the Concessioner's rates and prices in a manner consistent with a reasonable opportunity for the Concessioner to realize a profit on its operations hereunder as a whole commensurate with the capital invested and the obligations assumed. Reasonableness of rates and prices will be judged primarily by comparison with those currently charged for comparable accommodations, services, or goods furnished or sold outside of the areas administered by the National Park Service under similar conditions, with due allowance for length of season, provision for peak loads, accessibility, availability and cost of labor and materials, type of patronage, and other conditions customarily considered in determining charges, but due regard may also be given to such other factors as the Secretary may deem significant.

(3) The Concessioner shall require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner may, subject to the prior approval of the Secretary, grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted hereunder. The Concessioner shall not offer and employees of the Federal Government shall not receive discounts unless such discounts are available to the general public.

(b)(1) The Concessioner may be required to have its employees who come in direct contact with the public, so far as practicable, wear a uniform or badge by which they may be known and distinguished as the employees of the Concessioner. The Concessioner shall require its employees to exercise courtesy and consideration in their relations with the public.

(2) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Secretary to be inconsistent with the proper administration of the area and enjoyment and protection of visitors and shall take such actions as are necessary to fully correct the situation.

(3) The Concessioner shall comply with the requirements of (a) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, (b) Title V, Section 503 of the Rehabilitation Act of September 26, 1973, P.L. 93-112, which requires Government Contractors and Subcontractors to take affirmative action to employ and to advance in employment qualified handicapped individuals, and with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and in providing facilities and services to the public and shall do nothing in advertising for employees which will prevent those covered by these laws from qualifying for such employment. Regulations heretofore promulgated are set forth in Exhibit "B" attached hereto and made a part hereof.

SEC. 4. GOVERNMENT LAND AND IMPROVEMENTS. (a) The Secretary hereby assigns for use by the Concessioner during the term of this contract, certain parcels of land and Government Improvements, if any, (as described in Exhibit "A" hereto) necessary to conduct the operations authorized hereunder. The Secretary reserves the right to withdraw such assignments or parts thereof at any time during the term of this contract if, in his judgment, (1) such withdrawal is necessary for the purpose of protecting visitors or area resources, or, (2) the operations utilizing such assigned lands are terminated pursuant to Section 11 hereof. Any permanent withdrawal of assigned lands or improvements which are essential for conducting the operation authorized hereunder will be considered by the Secretary as a termination pursuant to Section 11 hereof. The Secretary shall compensate the Concessioner for any possessory interest in such withdrawn properties at book value as described in Section 12 hereof, or, in the event that Concessioner Improvements in which the Concessioner has a possessory interest are to be replaced by the Concessioner within the area, in accordance with fair value compensation for possessory interest described in subsection 12(b) hereof.

(b) "Government Improvements" as used herein, means the buildings, structures, utility systems, fixtures, equipment, and other improvements upon the lands assigned hereunder, if any, constructed or acquired by the Government and provided by the Government for the purpose of this contract. The Concessioner shall have a possessory interest in improvements it makes to Government Improvements. In the event that such possessory interest is acquired by the Government or a successor Concessioner at any time, the Concessioner will be compensated for such possessory interest pursuant to Section 12 hereof.

(c) The Secretary shall have the right at any time to enter upon the lands and improvements utilized by the Concessioner hereunder for any purpose he may deem reasonably necessary for the administration of the area and the Government services therein.

(d) The Concessioner may construct or install upon the assigned lands such buildings, structures, and other improvements as are necessary for the operations required hereunder, subject to the prior written approval by the Secretary of the location, plans, and specifications thereof. The Secretary may prescribe the form and contents of the application for such approval. The desirability of any project as well as the location, plans and specifications thereof will be reviewed in accordance with the provisions of the National Environmental Policy Act of 1969 and the National Historic Preservation Act of 1966.

(e) If during the term hereof a Government Improvement requires repairs or improvements that serve to prolong the life of the Government Improvement to an extent requiring capital investment for major repair, such capital investment shall be borne by the Government subject to the availability of appropriated funds. If appropriated funds are not available, and the Secretary determines that such repairs or improvements are necessary to a satisfactory performance of the Concessioner's obligations hereunder, the Concessioner may be required to repair the Government Improvement subject to the limitations on investment set forth in subsection 3(a) hereof.

SEC. 5. MAINTENANCE. Subject to subsection 4(e) hereof, the Concessioner will physically maintain and repair all facilities (both Government and Concessioner's Improvements) used in the operation hereunder, including maintenance of assigned lands and all necessary housekeeping activities associated with the operation to the satisfaction of the Secretary, consistent with the stipulations contained in the annual Maintenance Plan attached hereto as Exhibit "F". In order that a high standard of physical appearance, operations, repair and maintenance be maintained, appropriate inspections will be carried out jointly by the Secretary and the Concessioner.

SEC. 6. CONCESSIONER'S IMPROVEMENTS. (a) "Concessioner's Improvements," as used herein, means buildings, structures, fixtures, equipment, and other improvements, affixed to or resting upon the lands assigned hereunder in such manner as to be a part of the realty, provided by the Concessioner for the purposes of this contract, (excluding improvements made to Government Improvements by the Concessioner), as follows: (1) such improvements upon the lands assigned at the date hereof as described in Exhibit "C" hereto; and (2) all such improvements hereafter constructed upon or affixed to the lands assigned to the Concessioner with the written consent of the Secretary. Concessioner's Improvements do not include any interest in the land upon which the described structures are located.

(b) The Concessioner shall have a possessory interest in all Concessioner's Improvements recognized by this contract. Possessory interest shall consist of all incidents of ownership, except legal title which shall be vested in the United States. However, such possessory interest shall not be construed to include or imply any authority, privilege, or right to operate or engage in any business or other activity, and the use or enjoyment of any structure, fixture, or improvement in which the Concessioner has a possessory interest shall be wholly subject to the applicable provisions of this contract and to the laws and

regulations relating to the area. The said possessory interest shall not be extinguished by the expiration or other termination of this contract, and may not be terminated or taken for public use without just compensation as determined in accordance with Section 12. Wherever used in this contract, "possessory interest" shall mean the interest described in this paragraph. Performance of the obligations assumed by the Secretary under Section 12 hereof shall constitute just compensation with respect to the taking of a possessory interest in the circumstances therein described.

(c) Any salvage resulting from the authorized removal, severance, or demolition of a Concessioner's Improvement or any part thereof shall be the property of the Concessioner.

(d) In the event that a Concessioner's Improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the Concessioner shall promptly, upon the request of the Secretary, restore the site as nearly as practicable to a natural condition.

SEC. 7. UTILITIES. (a) The Secretary shall furnish utilities to the Concessioner for use in connection with the operations authorized hereunder, when available, at reasonable rates to be fixed by the Secretary, which shall at least equal the actual cost of providing the utility or service.

(b) Should any such service not be available or sufficient, the Concessioner may, with the written approval of the Secretary and under such requirements as shall be prescribed by him, secure the same at its own expense from sources outside the area or may install the same within the area subject to the following conditions:

(1) Any water rights deemed necessary by the Concessioner for use of water on Federal lands shall be acquired at its expense in accordance with any applicable state procedures and state law. Such water rights, upon expiration or termination of this contract for any reason, shall be assigned to and become the property of the United States without compensation.

(2) Any service provided by the Concessioner under this section shall, if requested by the Secretary, be furnished to the Government to such an extent as will not unreasonably restrict anticipated use by the Concessioner. The rate per unit charged the Government for such service shall be approximately the average cost per unit of providing such service.

(3) All appliances and machinery to be used in connection with the privileges granted in this section, as well as the plans for location and installation of such appliances and machinery, shall first be approved by the Secretary.

SEC. 8. ACCOUNTING RECORDS AND REPORTS. (a) The Concessioner shall maintain an accounting system whereby the accounts can be readily identified with the System of Account Classification prescribed by the Secretary. The Concessioner shall submit annually as soon as possible but not later than sixty (60) days after the 31st day of December

a financial statement for the preceding year or portion of a year as prescribed by the Secretary, and such other reports and data as may be required by the Secretary. If annual gross receipts are in excess of \$1,000,000, the financial statements shall be audited by an independent certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970. The examination shall be made in accordance with the "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" issued by the Comptroller General of the United States, as they apply to financial and compliance examinations, and the "Audit Guide for National Park Service Concessioners" issued by the Secretary.

Financial statements accompanied by remarks such as "prepared from client records without audit" are unacceptable.

The independent licensed or certified public accountant shall include a statement to the effect that the amounts included in the financial report are consistent to those included in the Federal and state tax returns. If they are not, then a statement showing differences shall be included. The Secretary shall have the right to verify and copy for his own use all such reports from the books, correspondence, memoranda, and other records of the Concessioner and subconcessioners, if any, and of the records pertaining thereto of a proprietary or affiliated company, if any, during the period of the contract, and for such time thereafter as may be necessary to accomplish such verification.

(b) Within ninety (90) days of the execution of this contract or its effective date, whichever is later, the Concessioner shall submit to the Secretary a schedule that identifies and provides details for assets in which the Concessioner claims a possessory interest. The schedule must describe these assets in detail showing for each such asset the date acquired, useful life, cost and book value.

(c) The Secretary and Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of five (5) calendar years after the close of business year of the Concessioner and any subconcessioner, have access to and the right to examine any of the pertinent books, documents, papers, and records related to this contract including Federal and state income tax returns.

SEC. 9. FRANCHISE FEE. (a) For the term of this contract, the Concessioner shall pay to the Secretary for the privileges granted herein as follows:

(1) An annual fee for the use of any Government Improvements utilized by the Concessioner hereunder, if any. Such fee and assigned Government buildings to be as set forth in Exhibit "A" hereto but in no event shall the fee exceed the fair annual value of such Government Improvements as determined by the Secretary.

(2) In addition to the foregoing, a further sum equal to four PERCENT (4%) of the Concessioner's gross receipts, as herein defined, for the preceding year.

(b) The franchise fee shall be due on a monthly basis in such a manner that payment shall be received by the Secretary within 15 days after the last day of each month that the Concessioner operates. Such monthly payment shall include the annual use fee for assigned Government Improvements, as set forth in Exhibit "A" hereto, divided by the expected number of operating months, as well as the specified percentage of gross receipts for the preceding month. The payment of any additional amounts due at the end of the operating year as a result of adjustments shall be paid at the time of submission of the annual financial report. Overpayments shall be offset against the following year's franchise fees due.

(c) An interest charge will be assessed on overdue amounts for each 30-day period, or portion thereof, that payment is delayed. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

(d)(1) The term "gross receipts," as used herein, shall be construed to mean the total amount received or realized by, or accruing to, the Concessioner from all sales, including those through vending machines and other coin-operated devices, for cash or credit of services, accommodations, materials, and other merchandise made pursuant to the rights granted in this contract, including gross receipts of subconcessioners as hereinafter defined and commissions earned on contracts or agreements with other persons or companies operating in the area, and excluding gross receipts from the sale of genuine United States Indian and native handcraft, intracompany earnings on account of charges to other departments of the operation, cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid Governmental agencies.

(2) The term "gross receipts of subconcessioners" as used in subsection (d)(1) of this section shall be construed to mean the total amount received or realized by, or accruing to, subconcessioners from all sources, including that through vending machines or other coin-operated devices, as a result of the exercise of the rights conferred by subconcession contracts hereunder without allowances, exclusions, or deductions of any kind or nature whatsoever, and the subconcessioner shall report the full amount of all such receipts to the Concessioner within 45 days after the 31st day of December of each year or portion of a year. The subconcessioners shall maintain an accurate and complete record of all items listed in subsection (d)(1) of this section as exclusions

from the Concessioner's gross receipts and shall report the same to the Concessioner with the gross receipts. The Concessioner shall be entitled to exclude items listed in subsection (d)(1) in computing the franchise fee payable to the Secretary as provided for in subsection (a) hereof.

(e) Within sixty (60) days after the end of each 5-year period of this contract or as otherwise specified, at the instance of either party hereto, the amount and character of the franchise fees provided for in this section may be reconsidered. Such request shall be made in writing within 60 days after the end of the applicable contract year but cannot be made before the end of such year. In the event that the Secretary and the Concessioner cannot agree upon an adjustment of the franchise fees within 120 days from the date of the request for renegotiation as made by either party, the position of the Concessioner must be reduced to writing within 30 days therefrom and submitted to the Secretary for a determination of appropriate fees, consistent with the fair value of any assigned Government Improvements and the probable value to the Concessioner of the privileges granted by this contract based upon a reasonable opportunity for a profit in relation to both gross receipts and capital invested. If desired by the Concessioner, an advisory arbitration panel will be established (one member to be selected by the Secretary, one by the Concessioner, and the third by agreement of the original two) for the purpose of recommending to the Secretary appropriate franchise fees. The Secretary and the Concessioner shall share equally the expenses of such advisory arbitration. The written determination of the Secretary as to franchise fees shall be final and conclusive upon the parties hereto. Any new fees established will be retroactive to the commencement of the applicable period for which notice of reconsideration is given and be effective for the remaining term of the contract unless subsequent negotiations establish yet a different franchise rate. If new rates are greater than existing rates, the Concessioner will pay all back fees due with the next regular payment. If new rates are less than the existing rate, the Concessioner may withhold the difference between the two rates from future payments until he has recouped the overpayment. Any new franchise fees will be evidenced by an amendment to the contract unless based upon the written determination of the Secretary, in which event a copy of the determination will be attached hereto and become a part hereof as fully as if originally incorporated herein.

SEC. 10. BOND AND LIEN. The Secretary may, in his discretion, require the Concessioner to furnish a surety bond acceptable to the Secretary conditioned upon the faithful performance of this contract, in such form and in such amount as the Secretary may deem adequate, not in excess of FIVE THOUSAND DOLLARS (\$5,000). As additional security for the faithful performance by the Concessioner of all of its obligations under this contract, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the area.

SEC. 11. TERMINATION. (a) The Secretary may terminate this contract in whole or part for default at any time and may terminate this contract in whole or part when necessary for the protection of visitors or area resources. The operations authorized hereunder may be suspended

in whole or in part at the discretion of the Secretary when necessary to protect the health and safety of visitors and employees or to protect area resources. Termination or suspension shall be by written notice to the Concessioner and, in the event of proposed termination for default, the Secretary shall give the Concessioner a reasonable period of time to correct stated deficiencies. Termination for default shall be utilized in circumstances where the Concessioner has breached any requirements of this contract, including failure to maintain and operate the required accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder.

(b) In the event of termination of this contract when necessary for the protection of visitors or area resources or for default, the compensation to the Concessioner for such termination shall be as described in Section 12, "Compensation."

(c) In the event it is deemed necessary to suspend operations hereunder in whole or in part to protect the visitors or resources of the area, the Secretary shall not be liable for any compensation to the Concessioner for losses occasioned thereby, including but not limited to, lost income, profit, wages, or other monies which may be claimed.

(d) To avoid interruption of service to the public upon the expiration or termination of this contract for any reason, the Concessioner, upon the request of the Secretary, will (1) continue to conduct the operations authorized hereunder for a reasonable time to allow the Secretary to select a successor, or (2) consent to the use by a temporary operator, designated by the Secretary, of the Concessioner's Improvements and personal property, if any, not including current or intangible assets, used in the operations authorized hereunder upon fair terms and conditions, provided that the Concessioner shall be entitled to an annual fee for the use of such improvements and personal property, prorated for the period of use, in the amount of the annual depreciation on such improvement, plus THREE PERCENT (3%) return on the book value of such improvement. In this instance the method of depreciation used shall be either straight line depreciation or depreciation shown on Federal Tax Returns.

SEC. 12. COMPENSATION. (a) Just Compensation: The compensation described herein shall constitute full and just compensation to the Concessioner from the Secretary for all losses and claims occasioned by the circumstances described below.

(b) Contract expiration or termination where operations are to be continued: If for any reason, including contract expiration or termination as described herein, and subject to the limitation on compensation for possessory interest contained in subsection (d) hereof, the Concessioner shall cease to be required by the Secretary to conduct the operations authorized hereunder or substantial part thereof, and, at the time of such event, the Secretary intends for substantially the same or similar operations to be continued by a successor, whether a private person, corporation or an agency of the Government, (1) the Concessioner will sell and transfer to the successor designated by the Secretary its possessory interest in Concessioner and Government Improvements, if any,

as defined under this contract, and all other property of the Concessioner used or held for use in connection with such operations; and (ii) the Secretary will require such successor, as a condition to the granting of a contract to operate, to purchase from the Concessioner such possessory interest, if any, and such other property, and to pay the Concessioner the fair value thereof. The fair value of any possessory interest in Government Improvements shall be book value as described in subsection 12(c) hereof. In the event that such possessory interest in Government Improvements is acquired by a successor, the successor will not be permitted to revalue such possessory interest. The fair value of possessory interest in Concessioner's Improvements shall be deemed to be the sound value of the improvement to which it relates at the time of transfer of such possessory interest, without regard to the term or other benefits of the contract. The sound value of any structure, fixture, or improvement shall be determined upon the basis of reconstruction cost less depreciation evidenced by its condition and prospective serviceability in comparison with a new unit of like kind, but not to exceed fair market value. The fair value of merchandise and supplies shall be replacement cost including transportation. The fair value of equipment shall be replacement cost less depreciation and obsolescence. If the Concessioner and the successor, excepting Government agencies, cannot agree upon the fair value of any item or items, either party may serve a request for arbitration upon the other party, and the fair value of the item or items in question shall be determined by the majority vote of a board of three arbitrators, selected as follows: Each party shall name one member of such board and the two members so named shall select the third member. If either party fails to appoint an arbitrator within 15 days after the other shall have appointed an arbitrator and served written notice including the name and address of the arbitrator appointed upon the other party, then the American Arbitration Association shall be requested by the Secretary to appoint an arbitrator to represent the party failing to make the appointment. The costs and expenses of the arbitrator appointed by the American Arbitration Association to represent the party failing to make the appointment shall be paid for by that party. The two arbitrators so named shall select the third member. If the third member is not selected within 15 days after the appointment of the latter of the other two arbitrators, the American Arbitration Association shall be requested by the Secretary to appoint the third arbitrator. In requesting that the American Arbitration Association appoint an arbitrator in the situations discussed above, the Secretary shall request that the person or persons appointed be impartial and specially qualified in commercial and real estate appraisal. The fair value determined by the Board of Arbitrators shall be binding on the parties. The compensation and expenses of the third member shall be paid by the Concessioner and one-half of the amount so paid shall be added to the purchase price. Before reaching its decision, the board shall give each of the parties a fair and full opportunity to be heard on the matters in dispute. If the successor is a Government agency and there is a dispute as to the fair value of any possessory interest or other items, an advisory arbitration panel will be established at the request of the Concessioner (one member to be selected by the Secretary, one by the Concessioner, and the third by agreement of the original two) for the purpose of recommending to the Secretary an appropriate fair value. The Secretary and the Concessioner shall share equally the expenses of such arbitration. The written decision of the Secretary as to such fair value will be final and binding upon all parties.

(c) Contract expiration or termination where operations are to be discontinued: If for any reason, including contract expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct the operations authorized hereunder, or substantial part thereof, and the Secretary at the time chooses to discontinue such operations, or substantial part thereof within the area, and/or to abandon, remove, or demolish any of the Concessioner's Improvements, if any, then the Secretary will take such action as may be necessary to assure the Concessioner of compensation for (i) its possessory interest in Concessioner Improvements, and Government Improvements, if any, in the amount of their book value (unrecovered cost as shown in Federal Income Tax Returns); (ii) the cost to the Concessioner of restoring any assigned land to a natural condition, including removal and demolition, (less salvage) if required by the Secretary; and (iii) the cost of transporting to a reasonable market for sale such movable property of the concessioner as may be made useless by such determination. Any such property that has not been removed by the Concessioner within a reasonable time following such determination shall become the property of the United States without compensation therefor.

(d) Contract Termination for Default for Unsatisfactory Performance Where Operations are to be Continued. Notwithstanding any provision of this contract to the contrary, in the event of termination of this contract for default for failure to maintain and operate the required accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder, compensation for the Concessioner's possessory interest in Concessioner's Improvements, if any, shall be at book value as described in subsection 12(c) herein.

(e) Other Compensation. In the event of termination of this contract, or portions thereof, for the purpose of protecting visitors or area resources, the Concessioner may be compensated (in addition to the applicable compensation described in subsections (b) or (c) above) for such other costs as the Secretary, in his discretion, considers necessary to compensate the Concessioner for actual losses occasioned by such termination, including, but not limited to, and as the needs appear, cost of relocating from one building to another building, reasonable severance pay to employees that may be affected, penalties for early loan repayments, and reasonable overhead expenses required by such termination, but, not for lost profit or other anticipated gain from the operations authorized hereunder or anticipated sale or assignment of the Concessioner's assets, including this contract or any of its benefits.

SEC. 13. ASSIGNMENT OR SALE OF INTERESTS. (a)(1) The Concessioner and/or any person or entity which owns a controlling interest (as herein defined) in a Concessioner's ownership, (collectively defined as the "Concessioner" for the purposes of this section) shall not assign or otherwise sell or transfer responsibilities under this contract or the concession operations authorized hereunder, nor sell or otherwise assign or transfer (including, without limitation, mergers, consolidations, reorganizations or other business combinations) a controlling interest in such operations, this contract, or a controlling interest in the Concessioner's

ownership, as defined herein, without the prior written approval of the Secretary. Failure to comply with this provision or the procedures described herein shall constitute a material breach of this contract for which this contract may be terminated immediately by the Secretary without regard to the procedures for termination for default described in Section 11 hereof, and the Secretary shall not be obliged to recognize any right of any person or entity to an interest in this contract or to own or operate the operations authorized hereunder acquired in violation hereof.

(2) The Concessioner shall advise the person(s) or entity proposing to enter into a transaction described in subsection (a)(1) above that the Secretary shall be notified and that the proposed transaction is subject to review and approval by the Secretary. The Concessioner shall request in writing the Secretary's approval of the proposed transaction and shall promptly provide the Secretary all relevant documents related to the transaction, and the names and qualifications of the person(s) or entity involved in the proposed transaction.

(b)(1) The Secretary in exercising the discretionary authority set forth herein shall, among other matters, take into consideration the management qualifications of individuals or entities which would thereby obtain an interest in the facilities or services authorized hereunder, the experience of such individuals or entities with similar operations, and the ability of such individuals or entities to operate the concession operations authorized hereunder in the public interest under the regulation of the Secretary.

(2) For purposes of this section, the term "controlling interest" in a Concessioner's ownership shall mean, in the instance of a corporate Concessioner, an interest beneficial or otherwise, of sufficient outstanding voting securities or capital of the Concessioner so as to permit exercise of substantial managerial influence over the operations of the Concessioner and, in the instance of a partnership, limited partnership, joint venture or individual entrepreneurship, any beneficial ownership of the capital assets of the Concessioner sufficient to permit substantial managerial influence over the operations of the Concessioner. The Secretary will determine at the request of interested parties whether or not an interest in a Concessioner constitutes a controlling interest within the meaning hereof.

(c) The Concessioner may not enter into any agreement with any entity or person except employees of the Concessioner to exercise substantial management responsibilities for the operation authorized hereunder or any part thereof without written approval of the Secretary at least 30 days in advance of such transaction.

(d) No mortgage shall be executed, and no bonds, shares of stock, or other evidence of interest in, or indebtedness upon, the assets of the Concessioner, including this contract, in the area, shall be issued, except for the purposes of installing, enlarging or improving, plant, equipment and facilities, provided that such assets, including possessory interests, or evidences of interests therein, in addition, may be encumbered for the purposes of purchasing existing concession plant, equipment and facilities. In the event of default on such a

mortgage, encumbrance, or such other indebtedness, or of other assignment, transfer, or encumbrance, the creditor, or any assignee thereof, shall succeed to the interest of the Concessioner in such assets but shall not thereby acquire operating rights or privileges which shall be subject to the disposition of the Secretary.

SEC. 14. APPROVAL OF SUBCONCESSION CONTRACTS. All contracts and agreements (other than those subject to approval pursuant to Section 13 hereof) proposed to be entered into by the Concessioner with respect to the exercise by others of the privileges granted by this contract, in whole or part, shall be considered as subconcession contracts and shall be submitted to the Secretary for his approval and shall be effective only if approved. In the event any such subconcession contract or agreement is approved, the Concessioner shall pay to the Secretary within sixty (60) days after the 31st day of December each year or portion of a year, a sum equal to fifty percent (50%) of any and all fees, commissions, or compensation payable to the Concessioner thereunder, which shall be in addition to the franchise fee payable to the Secretary on the gross receipts of subconcessioners as provided for in Section 9 of this contract.

SEC. 15. INSURANCE AND INDEMNITY. (a) **General.** The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors or agents under the contract. The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Secretary. The Concessioner shall annually, or at the time insurance is purchased, provide the Secretary with Certificates of Insurance, Broker's Analysis, or similar documents sufficient to evidence compliance with this section and shall provide the Secretary thirty (30) days' advance written notice of any material change in the Concessioner's insurance program hereunder.

(b) **Property Insurance.** The Concessioner at its cost shall secure and maintain, for both Concessioner Improvements and assigned Government Improvements, fire, extended coverage and such other perils insurance in such types and limits as are determined by the Secretary to be necessary to repair or replace those buildings, structures, equipment, furnishings, betterments and improvements, and merchandise necessary to satisfactorily discharge the Concessioner's obligations under this contract. For insurance purposes, values of such property shall be determined at the inception of this contract and updated annually thereafter. Those values currently in effect are set forth in Exhibit "D" to this contract. Such insurance shall provide for the Concessioner and the United States of America to be named insureds as their interest may appear. Insurance provisions respecting replacement at the "same site" shall be waived. In the event of loss the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concessioner and Government Improvements, equipment, furnishings and other personal property hereunder, as directed by the Secretary. The lien provision of Section 10 shall apply to such insurance proceeds.

(c) Additional Property Damage Requirements--Government Improvements, Property and Equipment. The following additional requirements shall apply to structures, all or any part of which are "Government Improvements" as defined in subsection 4(b).

(1) The insurance policy shall contain a loss payable clause approved by the Secretary which provides that insurance proceeds shall be paid directly to the Concessioner without requiring endorsement by the United States.

(2) The use of insurance proceeds for repair or replacement of government structures will not alter their character as government structures and the Concessioner shall gain no possessory interest therein.

(d) Public Liability. The Concessioner shall purchase and maintain during the term of this contract Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event not less than \$100,000 for bodily injury per person and \$500,000 per accident and property damage of at least \$25,000 per occurrence. All liability policies are to specify that the insurance company shall have no right of subrogation against the United States of America except that caused by the sole negligence of the United States or its employees and have no recourse against the Government for payment of any premiums or assessments.

Specific types of coverages the Concessioner shall purchase and maintain during the term of this contract include Comprehensive General Liability, with extensions which provide Product Liability and Contractual Liability and Liquor Liability if liquor is served.

The Concessioner shall also obtain the following additional coverages:

a. Automobile Liability. The Concessioner shall provide the following coverages respecting vehicles owned and/or operated by the Concessioner: Comprehensive Automobile Liability, Uninsured Motorist coverages, and Statutory "No-Fault" coverages, as required by the state of operation.

b. Workers' Compensation. Statutory Workers' Compensation as required in the state of operation, Employers' Liability coverage Broad Form "All State" coverage, if the Concessioner operates in more than one state, Voluntary Compensation endorsement, and Employers' Liability in states with monopolistic Workers' Compensation funds.

c. Other. The Concessioner shall also obtain the following coverages, in at least the limits set forth for Comprehensive General Liability.

Umbrella Liability Policy (Limits \$1,000,000)

SEC. 16. PROCUREMENT OF GOODS, EQUIPMENT, AND SERVICES. In computing net profits for any purposes of this contract, the Concessioner agrees that its accounts will be kept in such a manner that there will be no diversion or concealment of profits in the operations authorized hereunder by means of arrangements for the procurement of equipment, merchandise, supplies, or services from sources controlled by or under common ownership with the Concessioner or by any other device including management contracts with affiliated companies.

SEC. 17. DISPUTES. (a) Except as otherwise provided in this contract, any dispute, or claim, concerning this contract which is not disposed of by agreement shall be decided by the Director, National Park Service, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Concessioner. The decision of the Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Concessioner mails or otherwise furnishes to the Director a written notification of appeal addressed to the Secretary. In accordance with the rules of the Board of Contract Appeals, the decision of the Secretary, or his duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Concessioner shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute or claim hereunder, the Concessioner shall proceed diligently with the performance of the contract or as otherwise required in accordance with the Director's decision.

Claims shall be considered hereunder only if a notice is filed in writing with the Director within 30 days after the Concessioner knew or should have known of the facts or circumstances giving rise to the claim.

(b) This section does not preclude consideration of legal questions in connection with decisions provided for in paragraph (a) above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(c) The provisions of this clause shall not apply to any claim of a precontractual nature nor of a non-contractual nature such as tort claims, nor with respect to discretionary acts or refusals to act by the United States, including but not limited to the establishment of utility rates and rates to the public hereunder and terminations or suspensions of the contract for protection of visitors or area resources nor to any other discretionary relief or action, nor in relation to action or inaction by the United States in its sovereign capacity. Decisions of the Director, National Park Service, concerning the matters mentioned in this subsection shall be final administrative determinations.

SEC. 18. GENERAL PROVISIONS. (a) Reference in this contract to the "Secretary" shall mean the Secretary of the Interior, and the term shall include his duly authorized representatives.

(b) The Concessioner is not entitled to be awarded or to have sole negotiating rights to any Federal procurement or service contract by virtue of any provision of this contract.

(c) Notwithstanding any other provision hereof, the Secretary reserves the right to provide directly or through cooperative or other non-concession agreements with non-profit organizations any accommodations, facilities or services to area visitors which are part of and appropriate to the park interpretive program.

(d) Any and all taxes which may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(e) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(f) This contract may not be extended, renewed or amended in any respect except when agreed to in writing by the Secretary and the Concessioner.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Atlanta, Georgia, this 29th day of September, 1983.

UNITED STATES OF AMERICA

BY *M. Baker*
Regional Director
Southeast Region
National Park Service

ATTEST:

BY *R. D. Roberts*
TITLE *Asst. Secy*

NORTHWEST TRADING POST, INC.

BY *W. W. Martin*
TITLE *Director*
DATE *9-29-83*

EXHIBIT "A"

GOVERNMENT-OWNED STRUCTURES ASSIGNED TO
NORTHWEST TRADING POST, INC.

pursuant to

CONCESSION CONTRACT NO. CC-5076-3-0004

<u>Building Number</u>	<u>Description</u>	<u>Annual Fee</u>
	None	

Total amount due pursuant to
subsection 9(a)(1)

\$ None

Approved, effective September 29, 1983
BY:

NORTHWEST TRADING POST, INC.

BY [Signature]

TITLE Director

UNITED STATES OF AMERICA

BY [Signature]

Regional Director
Southeast Region
National Park Service

EXHIBIT "B"

Concession
Contract No.: CC-5076-3-0004

NONDISCRIMINATION

SECTION I

Requirements Relating to Employment
and
Service to the Public

A. EMPLOYMENT: During the performance of this contract, the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by or on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary,

advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Concessioner's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Concessioner may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with

respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS:

The preceding provisions A(1) through (7) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this contract, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this contract, and for that purpose the term "contract" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

C. FACILITIES: (1) Definitions: As used herein: (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner; (ii) facility shall mean any and all services, facilities, privileges, and accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, or national origin; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, or national origin in furnishing or refusing to furnish such person the use of any such facility

(3) The Concessioner shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Concessioner by the Secretary.

(4) The Concessioner shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Concessioner's contracts or other forms of agreement for use of land made in pursuance of this agreement.

SECTION II: EMPLOYMENT OF THE HANDICAPPED

Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 or more and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices and procedures in accordance with the affirmative action program requirement.

PART A

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

PART B

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

PART C

In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

PART D

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

PART E

The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

PART F

The contractor will include the provisions of this clause in every subcontract that generates gross receipts which exceed \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

BLRI002-83

EXHIBIT "C"

POSSESSORY INTEREST ASSETS
CONCESSIONER-OWNED IMPROVEMENTS

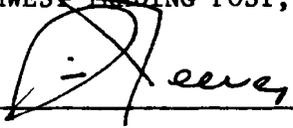
Pursuant to Concession Contract No. CC-5076-3-0004
Subsection 6(a)(1)

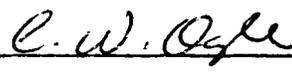
Building No. 443 - 1 story wood frame construction (2,160 sq. ft.)

Building No. 798 - 1 story wood frame storage building with restroom
facilities (960 sq. ft.)

NORTHWEST TRADING POST, INC.

UNITED STATES OF AMERICA

By 



Title President

Acting Regional Director
Southeast Region
National Park Service

Date 8 January 1987

EXHIBIT "C"

POSSESSORY INTEREST ASSETS
CONCESSIONER-OWNED IMPROVEMENTS

Pursuant to Concession Contract No. CC-5076-3-0004
Subsection 6(a)(1)

Building No. 443 - 1 story wood frame construction (2,160 sq. ft.)

NORTHWEST TRADING POST, INC.

By Alex. Martin

Title Director

Date 6-14-83

UNITED STATES OF AMERICA

M. B. Balm

Regional Director
Southeast Region
National Park Service

BLRI002-83

EXHIBIT "D"

BUILDING REPLACEMENT COST FOR INSURANCE PURPOSES

CONCESSIONER: Northwest Trading Post, Inc.

CONCESSION CONTRACT NO: CC-5076-3-0004

FOR THE PERIOD BEGINNING: January 1, 1986

The replacement costs set forth herein are established for the sole purpose of insuring adequate property insurance coverage and shall not be construed as having application for any other purpose.

I. GOVERNMENT BUILDINGS

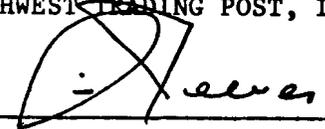
<u>Building No.</u>	<u>Description</u>	<u>Insurance Replacement Value</u>
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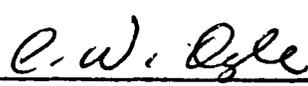
II. CONCESSIONER BUILDINGS

<u>Building No.</u>	<u>Description</u>	<u>Insurance Replacement Value</u>
443	1 story wood frame construction (2,160 sq. ft.)	81,000
798	1 story wood frame storage building with restroom facilities (960 sq. ft.)	31,000

NORTHWEST TRADING POST, INC.

UNITED STATES OF AMERICA

BY 



Title President

Acting Regional Director
Southeast Region
National Park Service

Date 8 January 1987

EXHIBIT "D"

BUILDING REPLACEMENT COST FOR INSURANCE PURPOSES

CONCESSIONER: Northwest Trading Post, Inc.

CONCESSION CONTRACT NO: CC-5076-3-0004

FOR THE PERIOD BEGINNING January 1, 1983

The replacement costs set forth herein are established for the sole purpose of insuring adequate property insurance coverage and shall not be construed as having application for any other purpose.

I. GOVERNMENT BUILDINGS

<u>Building No.</u>	<u>Description</u>	<u>Insurance Replacement Value</u>
---------------------	--------------------	------------------------------------

II. CONCESSIONER BUILDINGS

<u>Building No.</u>	<u>Description</u>	<u>Insurance Replacement Value</u>
443	1 story wood frame construction (2,160 sq. ft.)	\$162,000

NORTHWEST TRADING POST, INC.

BY [Signature]

Title Director

Date 6-14-83

UNITED STATES OF AMERICA

[Signature]

Regional Director
Southeast Region
National Park Service

EXHIBIT "E"

OPERATIONAL PLAN
CONCESSION CONTRACT NO. CC-5076-3-0004

NORTHWEST TRADING POST

AND

BLUE RIDGE PARKWAY

SCOPE

This operational plan will be reviewed annually in January or February of the new calendar year by the Park Staff and Concessions Staff. Its intention is to provide a tool to insure compliance to contracts, rules, and regulations. Each area shall be reviewed for contract compliance, requirements by the Park and Concessioner, and the establishment of dates and deadlines insuring compliance on all areas addressed.

I. MANAGEMENT AND ORGANIZATION

A. Concessioner

Management responsibility for the administration and daily operation in all concessioner and government assigned facilities will be that of the resident manager who will provide professional direction. Determination will be made as to where the unit manager authority stops and staff management authority starts.

B. National Park Service

1. The Superintendent is responsible for the total park operation.
2. The staff Concession Management Specialist is responsible for the daily management and administration of the park concessions program, and is the primary point of contact and office of record on all concession matters.
3. The District and Subdistrict Rangers will provide daily liaison and supervision with the concession operations in their respective areas.

II. EMPLOYMENT

- A. The Concessioner will not employ or retain in its service, or permit to remain upon the premises, any person declared by the Secretary to be unfit for such employment or otherwise objectionable.

- B. The concessioner will not employ in any status a National Park Service employee, their spouses, or their minor children without prior written approval of the Superintendent.

III. EMPLOYEE TRAINING

- A. The concessioner will train its employees in the appropriate public service skills and services.
- B. The concessioner, in conjunction with National Park Service personnel, will provide the training necessary to insure that its employees provide the park visitor with accurate information concerning the park and the roles of the concessioner and the National Park Service.
- C. The concessioner will, in conjunction with park staff, train its employees for building fire suppression.

IV. PROTECTION AND SECURITY

A. National Park Service

1. The Park will respond to all fires in concession operated facilities and grounds with all available manpower and fire suppression apparatus.
2. The Park will respond to emergencies involving public safety, civil disturbance, and violations of the law.
3. The Park, where and when feasible, will provide security patrols of the exterior assigned buildings and property year round.
4. The Park will perform an annual inspection of all fire extinguishers and insure they are maintained throughout the season.

B. Concessioner

1. The concessioner is responsible for securing buildings, equipment, and facilities under his control and may be required to provide watchmen during periods of frequent vandalism, break-in, etc., or during periods when it is not feasible for the park to provide security patrols on a year-round basis.
2. The concessioner will be required to keep all fire extinguishers maintained and in approved working order as well as provide additional extinguishers the Park may deem necessary.
3. The concessioner will maintain within present land and building assignments all hose houses, stand pipes, and nozzles of a type appraised.

V. RATES

A. National Park Service

1. It is the purpose of the National Park Service to assure that the concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector.
2. Reasonableness of rates will be judged primarily as provided by Section 3 (c) of the Act of October 9, 1965 (79 Stat. 969, 16 U.S.C. 20b):

"By comparison with those current for facilities and services of comparable character under similar conditions, with due consideration for length of season, provision for peak loads, average percentage of occupancy, accessibility, availability and costs of labor and materials, type of patronage, and other factors deemed significant by the Secretary."
3. The Concession Management Specialist will conduct or review periodic comparability studies and make appropriate recommendations to the Superintendent for approving, disapproving, or modifying proposed rates.
4. The Superintendent will approve, disapprove, or modify proposed rates and will inform the concessioner in writing, of his reasons for negative action.
5. The Superintendent or his representative will make monthly unannounced spot checks for rate compliance.

B. Concessioner

1. The concessioner will provide to the Superintendent a list of rates proposed for increases to be charged for goods and services rendered to the public when increases are deemed appropriate, along with written justification therefor.
2. The concessioner will not offer, and will insure that its employees do not offer, to any federal employee, any product, service, or rate which is different from that available to the general visiting public.

VI. SOUVENIRS AND CRAFTS

A. Souvenirs

The sale of souvenirs shall be limited to those items which serve the mission of the Park Service and which have been designated and

approved by the Superintendent as appropriate for the public use and appreciation of the park.

B. Crafts

The sale of appropriate handcraft articles associated with or interpretive of the area is especially encouraged.

C. Sales Outlets

The sale of souvenirs and handcraft is limited to those locations necessary to serve the demand of the park visitor. These sales locations and the extent of merchandise to be offered therein are subject to the approval of the Superintendent.

VII. MAINTENANCE INSPECTIONS AND AGREEMENTS

A joint inspection by the Chief of Maintenance or his representative and the concession manager will be accomplished prior to October 31 for the purpose of identifying facility maintenance deficiencies and drawing up the annual maintenance agreement. This will allow time to make needed repairs while the facilities are closed. A follow-up inspection will be made as part of the first Tri-annual Inspection, not later than May 15 the following year.

VIII. ROUTINE AND PERIODIC INSPECTIONS

- A. The concession manager or his designate will attend all inspections and sign all inspection reports in accordance with the appropriate inspection guidelines.
- B. The Concession Management Specialist will, no less than two (2) times annually during the operating season, conduct a thorough unannounced inspection in accordance with the National Park Service Inspection Program.
- C. The Safety Officer or his representative will, not less than once annually during operating season, conduct a thorough safety inspection of all facilities.

XI. SAFETY

- A. Prior to opening concession facilities to employees and visitors, an initial inspection will be conducted by the concession operator. This would also serve as an excellent training tool to familiarize concession managers and supervisors with their work environment.
- B. In an effort to identify and eliminate Safety and Occupational Health hazards in the concessioner facilities, daily and routine inspections of their respective work areas will be made by designated concessioner employees.

- C. Safety and Occupational Health inspections of facilities will be conducted periodically by personnel designated by the Superintendent. This is for the purpose of identifying the more obvious hazards and deficiencies. Deficiencies noted shall be brought to the attention of the Park Superintendent and the Concessioner.
- D. At least once annually, not later than September 30, a Comprehensive Safety and Occupational Health Evaluation/Inspection of each concessioner facility will be conducted by appropriate Safety and Occupational Health personnel. The annual rating for the concessioner for Safety and Occupational Health will be based on this evaluation/inspection.
- E. Instead of utilizing the numerical or alphabetical rating scheme, facilities and services will be rated Satisfactory, Marginal, or Unsatisfactory annually.

Upon completion of the documented Annual Evaluation/Inspection, appropriate hazard abatement will be assigned to each finding. Although a facility may have an extensive list of deficiencies/discrepancies, the annual rating will be based on how effectively the concessioner corrects the problems identified.

X. PUBLIC INFORMATION AND ADVERTISING

All advertising matters and news releases must be submitted to the Superintendent prior to publication. The Superintendent will determine that it is accurate, suitable, and in conformance with the administration policies of the National Park Service and will approve or disapprove it accordingly.

XI. COMPLAINTS

The Superintendent will immediately advise the concessioner of any complaints received relative to its concession operations. The concessioner will likewise notify the Superintendent of any complaints received that relate to the concession or any aspect of park operation. Copies of replies to written complaints will be provided each office.

XII. SEASON AND HOURS OF OPERATION

- A. The concessioner will submit proposed opening and closing dates, and proposed hours of operation for each facility to the Superintendent for his approval no later than February 1 of each year.
- B. Upon approval, the opening and closing dates and hours of operation will become part of this operational plan.

XIII. ANNUAL FINANCIAL REPORTS AND FRANCHISE FEE

A. Park

- 1. The Park shall furnish each concessioner with five copies of the Form 10-356 or 10-356A (and attachments) and a copy of the " General

Instructions for Preparation of Annual Financial Report by National Park Concessions" at least 30 days prior to the concessioner's year end.

B. Concessioner

1. The financial report shall be submitted to the Park in the time established within their contract.
2. The annual financial report shall be audited by an independent licensed or certified public accountant when gross receipts are \$1 million or more.
3. Within the time specified in the concession contract or concession permit, an original and three copies of Form 10-356 (and attachments) shall be furnished the Park.
4. Payment of franchise fee shall be on a monthly basis as identified in Section 9 of the contract.

XIV. INSURANCE

- A. Concessioners shall request their insurance companies to periodically inspect existing facilities they operate to assure that proper safety standards are adhered to. It is advisable that these inspections be conducted at least once every year. When inspections are conducted, a copy of the report is to be provided the Superintendent by the concessioner.
- B. When new construction or concession-utilized facilities are being renovated by the concessioner, design drawings are to be sent to the respective State Insurance Services Offices or Fire Rating Bureau to obtain their safety and fire prevention recommendations. This service is offered free. Subsequent to the state inspection, the concessioner is to submit his plans along with the inspector's comments to the NPS review authority. The insurance inspections (both the insurer and state inspector) can, if recommendations are followed, provide the highest possible protection to park visitors and possibly result in lower premium costs to the concessioner.
- C. Concessioners shall have their insurance representative provide the Superintendent, at the time the insurance is purchased, a copy of their Certificate of Insurance and their Broker's Analysis.
 1. Certificate of Insurance - The Certificate is issued by the insurance company and broadly states the coverages provided. Fire insurance coverages are to be stated in the "other" portion of the Certificate. The NPS is to be advised of any change in coverage as provided in the concession contract and on the Certificate.
 2. Broker's Analysis - This document augments the Certificate of Insurance and provides layman's language explanation of coverages and exclusions to basic insurance policies. The analysis should

identify the amount and type of coverage on specific structures, summarize any endorsements to liability or property policies and summarize any separate policies. It shall provide affirmative answers reflecting the Service's requirements, i.e., waiver of replacement at "same site." The Analysis simplifies the monitoring process and precludes the need for concessioners to provide a copy of their insurance policy(s), as well as precluding the need for the park staff to decipher sometimes obscure policy language.

- D. The concessioner shall furnish the NPS any revisions to the Certificate of Insurance and renewals prior to expiration of document on file.
- E. The policy is to name the United States Government and the concessioner as named insured on both government and concessioner-owned (possessory interest) buildings "as their interest may appear." Even though the government, technically, has no financial interest in a structure in which the concessioner has 100 percent possessory interest, it is nevertheless the legal owner with an interest in continuity of service and must have those rights of notification which accompany the status of "named insured." The "as their interest may appear" clause assures that each will only be paid for its financial interest in the structure.
- F. All liability policies are to specify that the insurance company shall have no right of subrogation against the United States of America, except that caused by the sole negligence of the United States or its employees and have no recourse against the government for payment of any premiums or assessments.

XV. PUBLIC HEALTH SERVICE

- A. The concessioner shall comply with established Public Health Service and State regulations.
- B. Park
 - 1. A designate of the Superintendent shall perform a monthly sanitation inspection of all food service facilities.
 - 2. Each food service facility or operation (restaurants, snack bars, bars, etc.), is to be inspected periodically for sanitation at least quarterly in year-round operations and at least twice during the operating period for seasonal operations. The number of periodic food service sanitation inspections of a facility may be reduced by two for year-round and one for seasonal operations if all the rating scores for such facility for the previous year and the current year have been 85 or higher. The 1976 PHS (FDA) Food Service Sanitation Ordinance and the Food Service Establishment Inspection Report form (FD 2420, 5/78) related thereto will be used as the standards and for recording inspection findings. All such inspections shall be made by either a PHS representative or an NPS, State or local Sanitarian using standard inspection procedures.

Where the Rating Score of an establishment is less than 75 or if otherwise indicated by the severity of the conditions noted, the Superintendent or his authorized representative shall meet with the concessioner as soon as possible following the inspection to discuss the corrective action to be taken by the concessioner consistent with the correction time specified in the report.

Where the Rating Score of an establishment is less than 75, a comprehensive reinspection shall be conducted within 30 days or as otherwise specified in the inspection report, to determine whether the deficiencies set forth in such report have been corrected. Reinspections are to be made by the person making the inspection or other Sanitarian, with a copy sent to the Regional Concessions Office and to the Environmental Sanitation Program Office in WASO.

Where the Rating Score is 75 or above, a followup inspection shall be made as soon as possible following the correction period specified in the inspection report to determine whether correction of the specific violations described in the report have been accomplished. Followup inspections shall be made by either the person making the inspection or an NPS representative designated by the Superintendent.

XVI. BUILDING IMPROVEMENT PROGRAM

This part of the contract shall be reviewed annually to insure compliance. Any deviation from the established contract language shall be handled in accordance with Park Service regulations.

XVII. BEVERAGE CONTAINER GUIDELINES

The Superintendent shall insure that the concessioner will take necessary actions to be in compliance with the Environmental Protection Agency's Beverage Container Guidelines issued in the "Federal Register" dated September 21, 1976.

XVIII. RENEGOTIATION OF FRANCHISE FEE

The National Park Service and concessioner shall renegotiate the franchise fee as identified in the terms of the contract.

XIX. PERMITS, LICENSES, ETC.

The concessioner shall provide the Park with a copy of all permits, licenses, etc., required by any city, county, state, or federal regulation. New copies are to be provided at the expiration of each document.

XX. UNIFORMS

A. Concessioner

The concessioner shall supply to the Park its uniform standards for all employees prior to starting the season if changes are to take place.

B. Park

The Park will confirm compliance with the established uniform standard with the use of the "Concessions Periodic Evaluation."

XXI. USE OF GOVERNMENT PROPERTY

In order to maintain up-to-date information in the formulation of annual maintenance agreements, correctly charge for the use of Government property, and maintain accountability records, the following must be reviewed and revised as necessary prior to each operating season or prior to the heavy use season.

A. Park

1. Land Assignment - Review the land assignment document and update it as necessary. In conjunction with the contract or permit, only that land which is necessary to conduct the operations should be assigned. Land assignment documents are retained in the park.
2. Building Assignment - Review the exhibit to the contract to assure that it accurately reflects those Government acquired or constructed buildings assigned to the concessioner. Any changes in this exhibit requires the signature of the Director and recommendations should be made accordingly.
3. Personal Property - Review inventory of all personal property which belongs to the Government and is being used by the concessioner. Where personal property belonging to the Government is assigned to the concessioner for its use, a charge shall be made. In those instances where the concessioner is required by its contract or permit to specifically replace such equipment during the term of the contract and the new equipment becomes the property of the Government, a charge may not necessarily be made. Otherwise a fair annual rental should be established by the Superintendent.
4. Utility Rates - Reference should be made to Title 16 U.S.C., 1(b)4. On an annual basis the Superintendent will determine whether or not the concessioner has been billed and paid for his utility services, if any, and document the record. Attention should be given to when the previous rates were established. If over 3 years have lapsed then an updated comparability is due utilizing instructions from the Office of Quarters, Permits and Utility Appraisals.

Unless the contract contains special provisions to the contrary, the following policy application will be used by the Superintendent.

Rates for utility services furnished to the concessioner by the National Park Service shall be established on the basis on an average charge for comparable utility services for similar type operations in the same geographical area in which the concessions operation is located. It is the intent of Congress and the Office of Management and Budget that the resulting rates will recover costs to the fullest extent possible that is fair and equitable. Rates will be established by the Office of Quarters, Permits and Utility Appraisals.

XXII. REVIEW OF OPERATING PLAN

Park

This operating plan shall be reviewed annually by the park and revised accordingly to assure complete contract compliance."

Concessioner

The park will provide the revised operating plan to the concessioner annually to review so that the concessioner may identify any area within the operating plan it may have question.

Jointly

After reviews have been made by both the park and the concessioner, and dates and actions are assigned as appropriate, both will sign.

Copies will be maintained at the park, each concession facility, and concessions headquarters.

Note: Under no circumstances is this operating plan to circumvent established or new city, county, state, or federal (including National Park Service) requirements and regulations.

Date _____

Approved: _____
Superintendent

Walter J. Ludwig, Pres.
Concessioner
By: P. C. McEvoy, Director

MAINTENANCE PLAN

SUPPLEMENTARY MAINTENANCE AGREEMENT BETWEEN THE BLUE RIDGE PARKWAY AND
NORTHWEST TRADING POST, INC. APPLICABLE TO CONTRACT NO. CC-5076-3-0004
DATED _____ BETWEEN THE NATIONAL PARK SERVICE AND
NORTHWEST TRADING POST, INC..

It shall be the responsibility of NORTHWEST TRADING POST, INC. to provide any and all maintenance and repairs to those government owned improvements and lands assigned to NORTHWEST TRADING POST, INC. as well as those improvements owned by the concessioner as identified by the land assignment plan shown as Attachment "A" of this maintenance plan.

Compliance with these requirements shall be governed by an annual inspection conducted by the Secretary or his designate. This inspection report will be presented to the concessioner, and all deficiencies will be corrected within a reasonable period of time as determined by the Secretary or his designate. A follow-up inspection shall be made to insure correction of all noted deficiencies from the original inspection. Attached hereto as Attachment "B" is an example inspection.

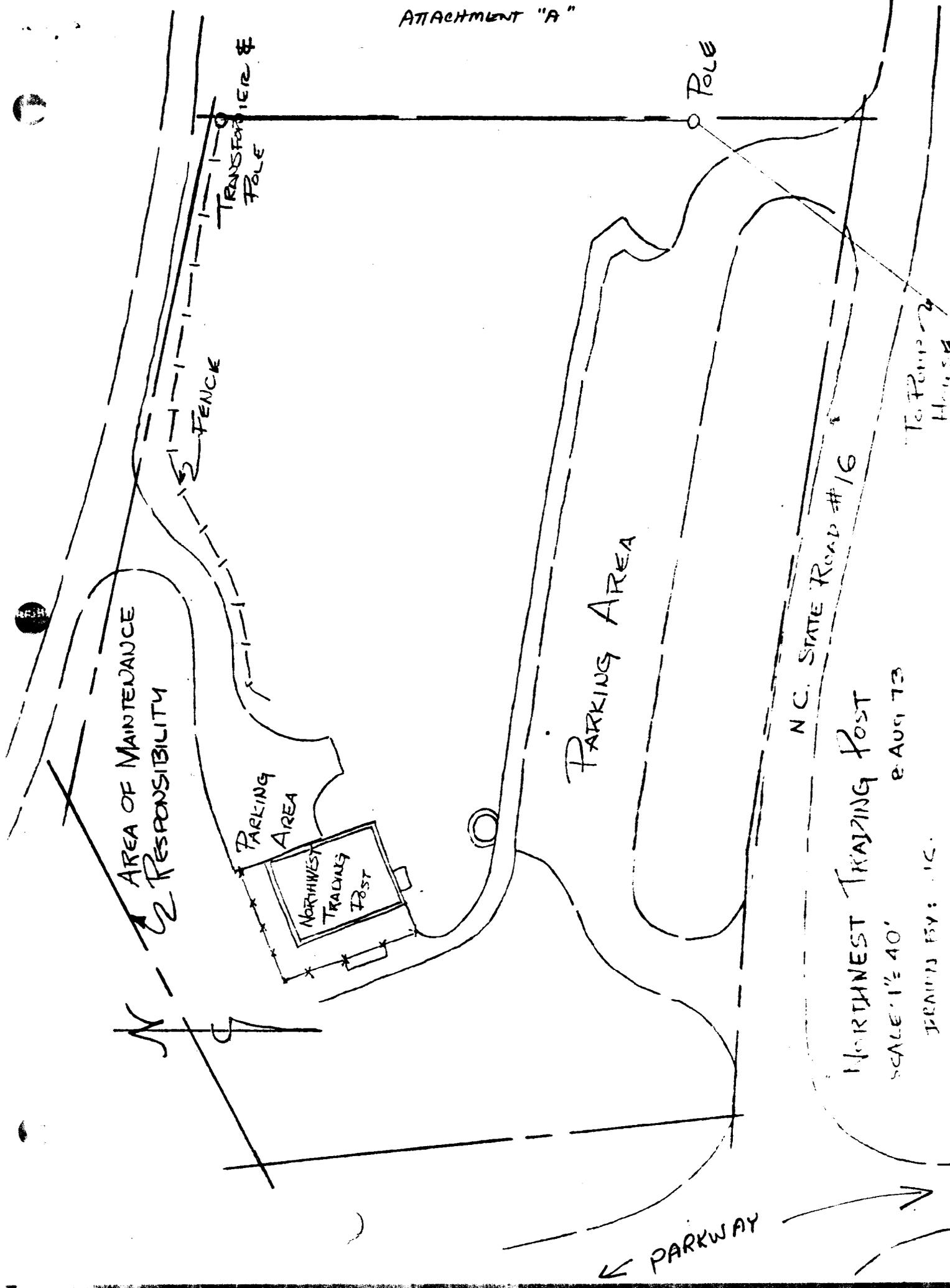
In the event any disagreement with areas of responsibility should arise, a final determination of responsibility shall be determined by the Secretary or his designate.

Date _____

Approved: _____

Superintendent

Northwest Trading Post
By *R. C. Concessioner*



NORTHWEST TRAPPING POST

SCALE 1" = 40'

8 AUG 73

DESIGNED BY: JIC

N.C. STATE ROAD #16

TO PROPERTY HOUSE

AREA OF MAINTENANCE RESPONSIBILITY

PARKING AREA

NORTHWEST TRAPPING POST

PARKING AREA

PARKWAY

POLE

TRANSFORMER & POLE

FENCE

MAINTENANCE INSPECTION -

The Northwest Trading Post, Inc., will be responsible for correcting the following items:

1. Repaint letters in "NorthwesternTrading Post" sign
2. Extend northwestern cornerdownspout away from building
3. Replace globe on night light pole
4. Remortar stone on back porch
5. Replace rusty downspout
6. Repaint floor registers in men's/women's restrooms
7. Renail loose boards in porch floor