

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

CONCESSIONS PERMIT

PERMIT NO. CP-GRSM010-98

This Concession was previously authorized pursuant to Permit No. CP-GRSM010-90
Covering the period October 1, 1989 through September 30, 1993.

NAME OF CONCESSIONER: Great Smoky Mountains Natural History Association

ADDRESS: Great Smoky Mountains National Park

CITY, STATE, ZIP CODE: Gatlinburg, Tennessee 37738

PHONE NUMBER: ⁴²³
615-436-7318

The above, hereinafter referred to as "Concessioner", is hereby authorized and agrees to provide: for the sale of film and related camera supplies and feminine hygiene products for the public within Great Smoky Mountains National Park.

This permit shall be for the term of two (2) YEARS from January 1, 1998, through December 31, 1999, subject to the following terms and conditions:

1. **Revocation.** It is expressly understood and agreed that this permit may be revoked at any time at the discretion of the Director without liability to the Government of any nature.

2. **Transfer or Assignment.** The Concessioner shall neither transfer nor assign this permit, nor grant any interest or privilege therein without prior written approval of the Director. Such approval is subject to the requirements of 36 CFR part 51.

3. **Facilities and Services.** (a) The Concessioner shall maintain and operate the concession in such manner as the Director may deem satisfactory and shall provide the assets and personnel necessary therefor.

(b) An Operating Plan and/or Maintenance Plan which more specifically describes the Director's requirements will be developed in consultation with the Concessioner and reviewed on an annual basis. Adjustments to the Operating and/or Maintenance Plan may be made by the Director as required. The Operating Plan and/or Maintenance Plan established by the Director shall not amend or alter the material rights and liabilities of the parties to this PERMIT.

(c) The Director 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. Food service operations under this permit and the administration thereof by the Director shall be subject to the United States Public Health Service requirements. Vehicle operations under this permit and the administrations thereof by the Director shall be subject to the Department of Transportation (DOT) requirements related to regulations on passenger vehicle for hire.

(d) 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. The Concessioner shall, as a part of complying with the National Park Service's Safety and Occupational Health Policy, develop, maintain, and implement a written. Documented Loss Control Management Program, to be approved by the Director.

4. Rates. (a) All rate and prices charged to the public by the Concessioner shall be subject to regulation and approval by the Director.

(b) The Concessioner will provide Federal employees conducting official business reduced rates for essential transportation and other specified services, in accordance with procedures established by the Director.

5. Lands and Building. (a)(1) The Director hereby assigns for use by the Concessioner during the term of this PERMIT, certain parcels of land and Government Improvements as described in Exhibit "A" hereto, as appropriate to conduct operations hereunder.

(a)(2) The Director reserves the right to withdraw such assignment or parts thereof at any time during the term of this PERMIT without liability of any nature.

(a)(3) Any permanent withdrawal of assigned lands or Government Improvements which are essential for conducting the operation authorized hereunder will be considered by the Director as a revocation of this PERMIT.

(b) "Government Improvements" as used herein, means the buildings, structures, utility systems, fixtures, equipment, and other improvements affixed to or resting upon the lands assigned hereunder in such manner as to be part of the realty, if any, constructed or acquired by the Director and assigned to the Concessioner by the Director for the purposes of this PERMIT.

(c) The Director 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.

6. Concessioner Structures. The Concessioner may construct or install upon the assigned lands such structures as are necessary or desirable for the operation permitted hereunder, subject to prior approval by the Director of the location, plans and specifications thereof. These structures must be movable, temporary in nature and not affixed to the realty in any permanent manner. Upon termination of this permit, or termination of any renewal thereof, the Concessioner shall remove any such structures and shall restore the site thereof as to nearly a natural condition as possible at no cost to the United States of America. Any such structures as have not been removed by the Concessioner within six (6) months following terminations of this permit, or termination of any renewal thereof, shall become the property of the United States without compensation therefor. However, if any such structures are required to be removed by the Director upon the termination of the permit, and the Concessioner fails to do so within the aforesaid six (6) months, they may be removed by the Director and the Concessioner agrees to pay the cost of such removal. The Concessioner shall obtain no possessory interest or other compensable interest of any nature in such structures.

7. Accounting Records and Reports. The Concessioner shall maintain an accounting system whereby its accounts can be readily identified with its system of accounts classification. 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 in the format prescribed by the Service and such other reports and data, including, but not limited to, operations information as may be required by the Director. Such information is subject to public release to the extent authorized by law or established policies and procedure of the Director. The Director and Comptroller General of the United States, or any of their duly authorized representatives shall at any time up until the expiration of five (5) calendar years after the expiration of this permit, have access to and the right to examine any of the Concessioner's pertinent books, documents, papers, and records, including Federal and State income tax returns (collectively "documents"), and such documents of any proprietary or affiliate companies of the concessioners.

8. Fees. (a) For the term of this PERMIT, the Concessioner shall pay to the Director each year during the term of the PERMIT, the sum of \$500 annually for the privileges granted herein

(b) The franchise fee shall be due within fifteen (15) days after the execution of this permit and thereafter at the beginning of each year within fifteen (15) days after the last day of January.

(c) An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the 15-day period provided for above. The percent of interest charged will be based on the current value of funds to the United States Treasury.

9. Insurance and Indemnity. The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgement, 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 this PERMIT.

(a) (1) The Concessioner shall purchase at a minimum the types and amounts of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Director may require during the term of this PERMIT.

(a) (2) The concessioner shall provide the Director with a Statement of Concessioner Insurance and Certificate of Insurance at the inception of this PERMIT and annually thereafter, and shall provide the Director thirty (30) days advanced written notice of any material change in the Concessioner's insurance program hereunder.

(a) (3) The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.

(b) Property Insurance. The Concessioner will, in the event of damage or destruction, repair or replace those buildings, structures, equipment, furnishings, betterments and improvements and merchandise determined by the Director to be necessary to satisfactorily discharge the Concessioner's obligations under this PERMIT and for this purpose shall provide fire and

extended insurance coverage on both Concessioner Improvements and Government Improvements in the amounts set forth in Exhibit "B" to this PERMIT.

(b)(1) Such insurance shall provide for the concessioner and the United States of America to be named insured as their interests may appear. In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concessioner Improvements and Government Improvements, equipment, furnishings and other personal property hereunder, as directed by the Director. The lien provision of Section 11 shall apply to such insurance proceeds.

(b)(2) The following additional requirements shall apply to structures all or any part of which are Government Improvements as defined in this PERMIT:

1. The insurance policy shall contain a loss payable clause approved by the Director which requires insurance proceeds 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 Improvements will not alter their character as government structures and the Concessioner shall gain no compensatory interest therein.

(c) Public Liability. The Concessioner shall provide 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, the limits of liability shall not be less than (\$300,000) per occurrence and (\$500,000) annual aggregate and property damage of at least (\$25,000) per occurrence and (\$50,000) annual aggregate covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Concessioner shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.

(c)(1) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured. In that event, the policy shall provide that the insurance company shall have no recourse against the Government for payment of any premium or assessment.

(c)(2) The Concessioner shall also obtain automobile liability to cover all owned, non-owned, and hired vehicles at the same limits as required for comprehensive general liability insurance, and worker's compensation at limits required by the State.

10. **Utilities.** (a) The Director may furnish utilities to the Concessioner, for use in connection with the operations authorized hereunder, when available, at reasonable rates to be fixed by the Director in his discretion and which shall at least equal the actual cost of providing the utility or service unless a reduced rate is provided for in an established policy of the Director in effect at the time of billing.

(b) Should the Director not provide such utilities, the Concessioner shall, with the written approval of the Director and under such requirements as

the Director shall prescribe, secure necessary utilities at its own expense from sources outside the Area.

11. Lien. As security for the faithful performance by the Concessioner of all its obligations under this permit, 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.

12. Nondiscrimination. The Concessioner shall, in addition to other laws and regulations which may be applicable to its operations, comply with applicable requirements of (i) 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, (ii) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, P.L. 93-112 as amended in 1978, (iii) 41 C.F.R. Part 60-2 which prescribes affirmative action requirements for contractors and subcontractors, (iv) the Age Discrimination in Employment Act of December 15, 1967 (P.L. 90-202), as amended by (P.L. 95-256) of April 6, 1978, and (v) the Architectural Barriers Act of 1968 (P.L. 90-480). The Concessioner shall also comply with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and providing accessible facilities and services to the public including those set forth in Exhibit "C" attached hereto and made a part hereof.

13. General Provisions. (a) Reference in this PERMIT to the "Director" shall mean the Director of the National Park Service, and the term shall include his duly authorized representatives. Reference in this permit to the "Service" shall mean the National Park Service.

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

(c) Notwithstanding any other provision hereof, the Director 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 Area's 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 PERMIT or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this PERMIT if made with a corporation or company for its general benefit.

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

(g) The concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Director 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.

(h) Operations must be in conformance with applicable federal, state, and local laws, regulation, and requirements for the type of service offered.

Dated at Atlanta, Georgia, this 13th day of October 19 98

Great Smoky Mountains Natural
History Association

UNITED STATES OF AMERICA

BY T. S. J. Maddox

BY [Signature]

TITLE EXEC. DIR.

for Regional Director
Southeast Region

DATE 7/23/98

EXHIBIT "A"

LAND ASSIGNMENTS

None

GOVERNMENT IMPROVEMENT ASSIGNMENTS

Approximately 300 sq. ft. in the Oconaluftee Visitor Center, North Carolina
Approximately 300 sq. ft. in the Cades Cove Visitor Center, Tennessee
Approximately 228 sq. ft. in the Sugarlands Visitor Center, Tennessee
Natural History Association Office and Storage area, Tennessee

Total Amount Due - 0 -

Great Smoky Mountains Natural
History Association

BY Isiah Maddux

DATE 7/23/98

UNITED STATES OF AMERICA

BY W. A. [Signature]

EXHIBIT "B"

INSURANCE REPLACEMENT FOR FACILITIES ASSIGNED

I. GOVERNMENT-OWNED BUILDINGS AND STRUCTURES

<u>No.</u>	<u>NAME or FUNCTION</u>	<u>BUILDING VALUE</u>
	NONE	

(Values are for the sole purpose of assuring property insurance coverage and shall not be construed as having application for any other purpose.)

Great Smoky Mountains Natural
History Association

BY Tos L. Maddux

DATE 7/23/98

UNITED STATES OF AMERICA

BY W. A. [Signature]

EXHIBIT "C"

CONCESSION
NONDISCRIMINATION

SECTION I

REQUIREMENTS RELATING TO EMPLOYMENT AND SERVICE TO THE PUBLIC

A. **EMPLOYMENT:** During the performance of this concession PERMIT the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, with out regard to their race, color, religion, sex, age, national origin or disabling condition. 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, age, national origin or disabling condition.

(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) 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.

(5) 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 of Labor.

(6) 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.

(7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this PERMIT or with any of such rules, regulations, or orders, this PERMIT may be canceled, terminated, or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession contract or permit 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.

(8) 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 interest of the United States.

B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS: The preceding provisions A (1) through (8) governing performance of work under this PERMIT, 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 PERMIT, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this permit, and for the purpose the term "PERMIT" 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, age, national origin or disabling condition; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, age, national origin or disabling condition 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

ACCESSIBILITY

Title V, Section 504 of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

PART A

DISCRIMINATION PROHIBITED

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

1. Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;

2. Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;

3. Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;

4. Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;

5. Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person

that discriminates on the basis of handicap in providing any aid, benefit, or services to beneficiaries of the recipient's program;

6. Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or

7. Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving an aid, benefit, or service.

PART B

EXISTING FACILITIES

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

EXHIBIT "D"

OPERATING PLAN

**GREAT SMOKY MOUNTAINS NATURAL HISTORY ASSOCIATION
CONCESSIONS PERMIT NO. CP-GRSM10-98**

This Operating Plan shall serve as a supplement to the current Concession Permit between Great Smoky Mountains Natural History Association and Great Smoky Mountains National Park, but is not to be used to amend the authorization or to alter the rights and liabilities of the parties to the Concession Permit No. CP-GRSM10-98. In the event of any apparent conflict between the terms of the Concession Permit and this Operating Plan, the terms of the Concession Permit will prevail. This plan will remain in effect until superseded or amended.

I. Management and Organization

A. Concessioner

Management responsibility for the administrative and daily operation in the concessioner and government assigned facilities will be that of the resident manager who will provide professional direction.

1. The Superintendent is responsible for the overall Park operation.
2. The Concessions 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 concessions matters.
3. The Chief of Visitor Services, Cooperating Association Coordinator, and District Supervisors will provide daily liaison and supervision with the concession.

II. Employment

- A. The concessioner will not employ or retain in its service, or permit to remain upon the premises, any persons declared by the Secretary to be unfit for such employment or otherwise objectionable.
- B. The concessioner will adhere to the Department's labor standards and to all applicable federal and state laws and to assure equal employment opportunities.

- C. The concessioner will not employ in any status a National Park Service employee, their spouse, 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.
- B. The concessioner, in conjunction with the National Park Service personnel, will provide the training necessary to ensure that its employees provide the Park visitors with accurate information concerning the Park and the roles of the concessioner and the National Park Service.
- C. Concessioner will be responsible for the Loss Control Program. The appointed safety officer and manager of the concession will do inspections. The National Park Service Concessions Management Specialist, accompanied by the concession manager or concession safety officer will do annual inspections. The Loss Control program has been established, approved, and implemented. Records will be maintained by the concessioner of training, inspections, and corrective action scheduled.

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 feasible, will provide security patrols of assigned buildings and property year-round.
- 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-ins, etc., or during periods when it is not feasible for the Park to provide security patrols.

V. Rates

A. National Park Service

1. It is the responsibility of the National Park Service to assure that concessioner's rates and charges to the public are commensurate with the level of service and facilities provided by the private sector.
2. Reasonableness of rates will be judged as provided by Section 3(c) of the Act of October 9, 1965 (79 Stat. 969, 16 U.S.C. 206), and the Rate Approval Program of National Park Concessions dated 1981.
3. The Concessions Management Specialist will conduct 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, or his reasons for negative action.
5. The Concessions Management Specialist will make periodic spot checks for rate compliance.

B. Concessioner

1. The concessioner will provide the Concessions Management Specialist a list of rates charged for goods and services rendered to the public, along with justification.
2. The concessioner may be requested to submit a list of comparables and to make pricing studies in connection with a price increase request.
3. The concessioner will supply comparability data from the local community at the time proposed rate approval is requested.
4. All rate/price change requests will be completed and handled in conformance with the Rate Approval Program dated 1981.

VI. Maintenance Inspections and Agreements

A joint inspection by the Chief of Maintenance or his representative, the Cooperating Association Coordinator or his representative, and the concession manager will be accomplished prior to October 31 for the purpose of identifying facility maintenance deficiencies. This will allow time to make repairs while the facilities are closed or visitation is at a minimum. A follow-up inspection will be made no later than May 15 the following year.

VII. Routine and Periodic Inspections

- A. The concession manager or his representative will respond to all inspection reports in accordance with the appropriate inspection guidelines.
- B. The Park Concessions Management Specialist will conduct a thorough, unannounced inspection during the operating season, in accordance with National Park Service Inspection Program.
- C. The Park Concessions Management Specialist and Sanitation Officer will, as needed, perform a complete sanitation inspection to ensure concessioner compliance with all U.S. Public Health Service requirements.
- D. The Park Concessions Management Specialist or his representative will, at least once annually during the operating season, conduct a thorough safety inspection of all facilities.

VIII. Safety

- A. The concessioner will notify a Ranger immediately of any injury or property damage accident that comes to his attention.

IX. Public Information and Advertising

- A. 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.
- B. The sale of soft drinks will be permitted, using recyclable materials, the contents of which will be consumed on the premises. The concessioner will comply with beverage control guidelines.

EXHIBIT "E"

MAINTENANCE PLAN

GREAT SMOKY MOUNTAINS NATURAL HISTORY ASSOCIATION
CONCESSION PERMIT NO. CP-GRSM010-98

This Maintenance Plan shall serve as a supplement to the current permit between Great Smoky Mountains Natural History Association and Great Smoky Mountains National Park, but it is not to be used to amend the authorization or to alter the rights and liabilities of the parties to the permit. In the event of any apparent conflict between the terms of the concessions permit and this Maintenance Plan, the terms of the concessions permit will prevail. This plan will remain in effect until superseded or amended.

I. National Park Service Policy

A. National Park Service Facilities

1. The Concessioner may redesign and renovate existing sales facilities as necessary, including renovation of display structures, furnishings, equipment, signing, display lighting, and lighting in the immediate area of the facility, provided that all plans therefore are approved in advance by the Superintendent.
2. The Concessioner shall keep the sales facilities clean and presentable throughout the workday.
3. The Concessioner shall exercise reasonable care to prevent damage to any Government property used by it during its operation and shall, insofar as possible, protect all such property.

- B. The maintenance agreement is negotiated and executed concurrently with the permit. The negotiation of the maintenance agreement for the coming year must be concluded well before the heavy visitor season with a copy being forwarded to the Regional Office.

- C. In order that the high standard of physical appearance and operation will be assured, annual inspections must be carried out jointly by the National Park Service and the concessioner to determine maintenance and repair needs. Once needs are identified, the National Park Service will be expected to carry out the maintenance and repair work which has been jointly agreed to and the record documented in the annual evaluation program.

- D. Routine maintenance to grounds and other facilities within the assigned area is the responsibility of the National Park Service unless otherwise noted. (Written agreement with concessioner and National Park Service.) Routine being defined as unvarying, recurring, due to normal wear and tear such as interior painting, refurbishing floors or floor covering and walls, repairing broken windows, damaged screens, replacing worn or damaged light and bathroom fixtures, etc. In the case of grounds maintenance the agreement covers things like policing grounds and assigned parking areas of trash collection, etc.

There are many factors affecting the final agreement. Contracts and permits may not, in all cases, require the concessioner to perform all maintenance. Limited manpower, expertise, finances and other resources of the concessioner may be such that the concessioner does not have the needed expertise or capabilities of performing certain maintenance functions. In such circumstances the Service may provide such maintenance to government-constructed or acquired structures subject to the availability of funds, and bill the concessioner accordingly; if this is done the maintenance agreement should so stipulate. With regard to specialized maintenance areas, where it is in the interest of the Service and the public to maintain and assure performance of a particular maintenance problem, we should do so. An example of this might be the maintenance of a sophisticated fire alarm system in a government-owned building. In such cases the contract or permit should so provide.

II. Terms of Plan

- A. This plan is not intended to change or detract from the terms or conditions of the concession permit. If any questions arise, the terms of the concession permit will prevail.

- B. All major structural repairs and/or remodeling are not to be included in this plan; these will be addressed in the improvement program. If a dispute arises, the Superintendent will decide when items are major in nature.

III. Inspections

Periodic inspections, at least once annually, shall be jointly conducted by National Park Service and the concessioner, of all the facilities (both NPS and concessioner-owned) to determine the necessary action that must be taken to insure adequate maintenance and repair. A formal meeting shall be arranged to:

- A. Identify items found during the inspections that require improvement and assign responsibility for correction as well as correction dates.
- B. Provide copies of the inspections to concessioner, and assess the overall manner in which the facilities are being maintained.
- C. Revise and/or update the maintenance plan agreement document.
- D. Establish inspection dates.

In witness hereof, the parties hereto have hereunder subscribed their names, this 27th day of July, 1998.

GREAT SMOKY MOUNTAINS NATURAL
HISTORY ASSOCIATION

GREAT SMOKY MOUNTAINS NATIONAL PARK

T. L. Moody
Concessioner

D. R. [Signature]
Superintendent