
Indiana State Parks
402 W Washington St, Rm W298
Indianapolis, IN 46204

CONCESSION OPPORTUNITY ANNOUNCEMENT

Saddle Barn Fort Harrison State Park

Marion County, Indiana



Mission

The mission of Indiana State Parks is to conserve, manage, and interpret our resources while creating memorable experiences for everyone.

Vision

The vision of Indiana State Parks is excellence in stewardship, recreational diversity, interpretation, service, and growth resulting in unique places that people respectfully use, enjoy, and cherish.

The Setting – Fort Harrison State Park

The DNR mission: Protect, enhance, preserve and wisely use natural, cultural and recreational resources for the benefit of Indiana's citizens through professional leadership, management and education.

Fort Harrison is a state park for many seasons for many reasons. Spring is the season to walk with the woodland wildflowers in full bloom across the park. Summer is the perfect time for a canoe trip down Fall Creek, the major water feature that runs through the north side of Fort Harrison. Autumn brings warm, sunny days and breathtaking fall colors to this, the last forested corner left in Marion County. Winter offers one of the biggest sledding hills in the area.

An oasis of green in an urban landscape, Fort Harrison is one of the hidden gems to be found in the state, just minutes from home for many visitors needing contact with nature. Located at Post Road and 59th Street, the 1,744-acre park features walking and jogging trails, picnic sites, fishing access to Fall Creek and two national historic districts.



Glacial advances into central Indiana left fertile ground colonized by lichens, mosses and wildflowers. Over time, a rich soil supported a hardwood forest composed of beech, maple, sycamore and ash. Wildlife, including elk, bison, river otters, black bears, passenger pigeons and bass, once filled the drainages of the Fall Creek valley.

Native Americans found their way into this region at least 8,000 years ago and developed lifestyles that we celebrate today. Euro-American settlers moved from Kentucky and Ohio, establishing the first homesteads in the 1820s. They cleared the woodlands to make way for an agricultural economy.

The creation of the military post came about due to the changing face of the state and nation. During the Civil War, the Indianapolis Arsenal supplied munitions to federal troops. Located near the State House from 1861 to 1865, the War Department later moved the arsenal east of downtown to Woodruff Place. By 1901, as the city grew, the War Department planned to close the arsenal.

Many community members felt strongly that some military presence should remain in the city to honor the tradition the arsenal played in ending slavery and maintaining the Union. Lt. Col. Russell Harrison, son of deceased President Benjamin Harrison, suggested naming any remaining military facility in honor of his father. On June 28, 1904, the War Department issued General Order No. 117, officially announcing the purchase of land for "military purposes...about nine miles northeasterly from Indianapolis." In 1906, President Theodore Roosevelt dedicated Fort Benjamin Harrison in honor of the 23rd president and Indianapolis resident.

On a national scale, the fort represented the first effort to create a national army out of a collection of state militias. The post served multiple roles as a troop reception center, classroom, and soldier support facility during all major military conflicts from WWI to Desert Storm. Today, Fort Harrison State Park continues to preserve the greenspace that the Army kept out of development from 1903-1996.

Fort Harrison State Park receives an estimated 1 million visits annually.

Park Activities

Dog Park
Nature Center / Gift Shop
Interpretive Naturalist Services
Mountain Bike Trails
Paved Accessible Multi-use Trail
Picnicking / Picnic Shelters
Recreation Buildings
 Equipped with kitchenettes & restrooms
Fishing / Ice Fishing
Wildlife Viewing Areas
Hiking Trails
Playgrounds
Saddle Barn [*concessionaire operated*]
Sledding Hill / Cross-Country Skiing

The Fort Golf Resort
 Pete Dye Golf Trail
 Pro Shop
The Garrison Restaurant
Conference Center / Meeting Rooms
Fort Harrison Inn
 Harrison House Suites
 Historic Officers Homes
 Gift Shop



Gate Fees

Indiana State Parks has a philosophy of user fees and has collected gate fees ever since its inception in 1916. Gate fees not only provide self-generated revenue from users, but gate operations also provide a form of property security.

Currently, the gate fees at Fort Harrison State Park are \$7.00 per vehicle with an Indiana license plate, and \$9.00 per vehicle with an out-of-state license plate. This rate is subject to change at any time, with approval of the Indiana Natural Resources Commission. Once a guest pays the entrance gate fee, or shows an annual entrance pass, they are allowed to use other services in accordance with property rules and regulations. If there are charges for other services in the park, guests are required to pay for these charges in addition to entrance gate fees.

Employees reporting for work and commercial vehicles making deliveries or providing service and maintenance to the park and its facilities and concessions, do not need to pay the entrance gate fee, but must identify themselves and sign in at the gate house. Employees wishing to use the property facilities on personal time will be required to pay the daily gate fee or present an annual entrance pass.

I. The Offering

This is a Concession Opportunity Announcement offered by the Indiana Department of Natural Resources (DNR). This announcement solicits expressions of interest from persons—*individuals, corporations, or partnerships*—who wish to be considered for operating the **Saddle Barn Concession** at Fort Harrison State Park.

This announcement is intended to publicize the availability of the contracting opportunities described herein. Concession Opportunity Announcement is not an *Invitation to Bid*, nor is it a *Request for Proposal* under the Indiana Procurement Code.

The State of Indiana creates no obligation, expressed or implied, by the issuance of this announcement or by the receipt of any proposals requested herein. The award of any contract, resulting from this announcement, shall be at the sole discretion of the issuing agency. Neither this announcement nor any proposal submitted in response hereto are to be construed as legal offers.

Fort Harrison **Saddle Barn Concession** **Revenue History**

2020	\$ 102,300
2021	\$ 127,840
2022	\$ 98,345
2023*	\$ -0-

**Saddle barn did not operate in 2023.*

II. Services to be Provided

Saddle Barn

The Concession Operator shall provide guided horse trail rides, pony rides, hay wagon rides, and other activities normally associated with this type of concession operation. Operator may also offer instructional classes, lessons, programs, camps, and equine exhibitions approved by the DNR.

This is an existing concession opportunity with no equine string, animal supply, tack, med/vet health and safety equipment, or saddle barn supplies and equipment. Prospective operator shall be responsible for securing and maintaining all animals and required equipment and supplies for the saddle barn operation.

Saddle barn operations and concession operator are subject to Indiana State Board of Animal Health (BOAH) code and regulations and are inspected periodically by both the BOAH and the DNR.

The operating season for the saddle barn is generally May through October, open a minimum of Fridays, Saturdays, and Sundays; additional operating days/times are negotiable and subject to prior approval required by the DNR.

The operator shall employ suitable employees to operate the concession, shall maintain the facility in a clean and inviting manner, and shall carry out all terms and conditions as indicated in the Concession Agreement.

The DNR reserves the right to accept or reject any item offered for sale by the concession, if it is felt that the item is either harmful or of a questionable nature. It is suggested that gifts, apparel, and souvenirs be nature-oriented, promote outdoor recreation, and support natural resources and conservation.

If vending is specified as part of the Concession Agreement, machines must be kept serviced and clean. If a machine breaks down, it must be repaired and fully operational within 24 hours of service request.

The attached **EXAMPLE ONLY Exhibit A – Concession Agreement** details specific duties, responsibilities, and other areas, such as prohibited items and reporting requirements for concessions operations; therefore, it is suggested that all potential bidders become familiar with this agreement and how it may affect the proposal.

III. DNR Concession Agreement

The DNR Concession Agreement is expected to be awarded based upon the proposals submitted in response to this announcement.

The Concession Agreement will be awarded for a minimum of two (2) years and a maximum of four (4) years, covering the 2024-2027 contractual seasons. A renewal option under the same terms and conditions of the original contract may be granted by approval of the State Department of Administration and the DNR.

DNR expects that the Concession Agreement will be fully negotiated and available for execution on or before **March 15, 2024**. The Agreement will require that the concession operator be prepared and available to commence operations on or before **May 1, 2024**.

Depending upon the nature of the concession and the circumstances of the operator, the State may require that the operator post a performance bond or other assurance of performance.

Under the Agreement, the operator will be required to provide and secure all rental equipment, supplies, merchandise, services, employees, and other resources needed to successfully operate the concession. The availability of State-owned equipment for use by the concession operator varies by property and concession.

It is strongly recommended that interested parties contact the Property Manager (see following contact info*) to arrange a visit to the property and view the layout of the concession area and facility building(s) prior to submitting a proposal.**

Brady Givens
Property Manager
Fort Harrison State Park
Office: 317-591-0904
Email: bgivens@dnr.in.gov

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IV. Proposal Submission

All parties who desire to be considered for the DNR Concession Agreement **must submit a concessions business proposal no later than 4:00 PM Wednesday, February 7, 2024.**

The proposal should address each of the following points described under **Section V. Proposal Content** of this announcement. All information included in the proposal shall be considered a matter of public record, unless specifically exempted by Indiana Statutes, I.C. 5-14.

Proposals may be submitted by **electronic mail or courier/postal mail delivery** to the following contact:

Christie Sorrels

Business Services Manager

Indiana Dept. of Natural Resources

Division of State Parks

402 W Washington Street, Rm # W298

Indianapolis, IN 46204

Email: csorrels@dnr.in.gov

Proposals submitted by **electronic mail** are limited to 35MB size and must be received in a digital document format (e.g., PDF, PNG, GIF, Flipbook, HTML) and electronically signed. **All documents contained in the proposal submission must be locked for editing.**

All parties (“Proposer” and “Solicitor”) agree that the proposal submission and any other documents to be delivered in connection herewith will be electronically signed, and that any electronic signatures appearing on the proposal submission or other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Proposals submitted by **courier/postal mail delivery** should be clearly marked with “**DNR Concession Proposal – Fort Harrison – Saddle Barn**” in the lower left-hand corner of the mailing envelope and delivered to the address listed above.

All proposals must be received by 4:00 PM Wednesday, February 7, 2024. Proposals received after the submission deadline will not be accepted.

V. Proposal Content

Proposal should address the following points:

1. Identification of Interest

The concession desired must be specifically identified. If more than one concession operation is requested, proposals may be combined for concessions located within the same DNR property. Combined proposals must address each element of information requested for each concession. Each combined proposal must also indicate whether the operator is interested in operating each concession individually **or** whether the proposal must be considered on an “*all or none*” basis. If not indicated as “*all or none*” the award may be split between proposers as deemed in the best interest of the State.

2. Description of Good and Services

The proposal shall describe the goods and services to be offered to the public by the operator. The description must be in sufficient detail to permit an evaluation of the scope of the concession offered. The proposal shall be as complete as possible.

3. Payment to the State

The proposal must describe the proposed payment and basis for payment (i.e., percentage of gross receipts or other method) to be made to the State of Indiana in consideration for the Agreement. The terms of the payment and any limitations or conditions must be clearly described. The proposal should include an estimate of the total payment to be made under the agreement.

4. Concession Operations

a) Operations

The proposal shall include a **Proforma Statement** for the operation of the concession. This statement shall include all projected revenues and expenses for the operation. This statement shall provide enough detail for the State to determine the validity of the projections and to ascertain that the operator has a viable opportunity to make a profit.

Proposer shall also complete and include with the proposal an **Indiana Economic Impact – Proposals & Contracts** (State Form 51778) form, providing all required business entity information, including respective account numbers for Indiana Depts. of Workforce and Revenue.

The proposer shall also provide detailed information regarding the operation of the concession.

The minimum level of information required will include the following items:

- **Proforma statement** with projected gross receipts, expenses, and anticipated net profit
- **Indiana Economic Impact – Proposals & Contracts** (State Form 51778)
- Statement of days and hours of operations
- Number of employees utilized, categorized by job function and schedule (shift) assignments
- Equipment to be supplied by the Operator
- Equipment to be supplied by the State
- Anticipated inventory levels
- Detailed action to be taken to improve the appearance of the concession operation and area (e.g., indicate if employee uniforms will be required)

b) Management

The proposal should contain a description of the management method to be utilized in maintaining the highest possible level of service to the public.

A detailed description of the duties of key personnel should also be outlined, along with the resumes of key personnel; a listing of key personnel should include the employee's name, address, and date of birth. Limited background and criminal history checks will be performed by the State and DNR, and as such, signed statements from the owner/operator and key personnel granting permission to conduct said checks should also be included. By submitting a proposal, the proposer also gives permission for additional background checks, including but not limited to, financial and business entity checks, to be conducted.

If appropriate, the proposal should address training to be provided to employees. The proposal should describe any plans or policies to be implemented by the operator to provide for the participation of minorities in the concession operation.

c) Finance

The proposal should describe the method by which the concession operation will be financed and the levels of capital to be devoted to the concession operation. The proposal must indicate the range of prices to be charged to the public for the offered goods and services. The operator's commitment, if any, to the individual retail price levels should be stated.

The proposer shall indicate the source of funds needed to operate the concession. If the funds are from a commercial source, the proposer must include a letter of commitment from the financial institution.

The State may require the proposer to submit a financial statement upon request.

d) Efficiency

The proposal should describe the operator's innovative approach to improving the level of service to the public at the concession. Any prior experience in the implementation of service-oriented suggestions must be described. The proposal must also indicate the experience that the owner/operator and key personnel have in operating the type of concession described herein and length of service in this type of operation. The proposal must also list professional references, noting the name, address, phone number, and email address for each.

Detailed information regarding Indiana DNR Concessions & Leases, available concession opportunities, proposal info packets, requirements, and applicable submission forms may be found online at <https://www.in.gov/dnr/state-parks/about-us/concessions-and-leases/>.

VI. Proposal Evaluation

Each proposal submitted in response to this announcement will be reviewed and evaluated by individuals designated by the Director, Department of Natural Resources.

The proposal evaluation will consider the following factors:

- Level of the service to the public
- Adequacy of resources to fulfill the operating plan (including management plans, personnel, financial resources, etc.)
- Consideration to be paid to the State
- Level of commitment to develop the facility

The DNR Director will, in exercise of their discretion, determine which proposal presents the opportunity to satisfy the best interests of the Department and the State. The Director's decision, in exercise of their discretion, will be considered final. Following the selection of the intended concession operator, the precise contractual terms and conditions will be negotiated, which may reflect all items discussed in the proposal, in addition, but not limited to, all terms and conditions set forth by the Department and State.

Following Exhibit A to a Concession Agreement is an EXAMPLE ONLY. All details contained herein represent sample verbiage only and should not be construed as the terms and conditions of an eventual contract resulting from this business opportunity announcement. All dollar amounts, percentages, and hours of operation may be considered negotiable, are subject to change, and can vary by contract.

State of Indiana Professional Services Contracts will include boilerplate language available for review at <https://www.in.gov/idoa/files/2022-Professional-Services-Contract-Template.docx>. The Contractor shall agree to all considerations, covenants, and terms and conditions set forth in executed Contract.

EXAMPLE ONLY

EXHIBIT A: GENERAL CONCESSION REQUIREMENTS

1. **AUTHORITY**

Pursuant to IC 14-19-1-2, the State provides facilities for the use and enjoyment of the public. The responsibility of the State is to either operate or contract for the operation of the facilities so as to maximize service and benefit to the public according to approved standards. Duties set forth herein outline the granting of this Contract for the operation of a **SADDLE BARN** at **Fort Harrison State Park** (“Concession”) according to those standards of maximum use, service, and benefit to the public in a manner that does not impact the State adversely in any way. This Contract grants the right to the Contractor to provide only the goods and services specified within this Contract for only the operations and areas for the Concession specified within this Contract. It is understood that the State shall make all decisions related to the management of the property where the Concession is located, including which concession operations shall, or shall not be located on the property.

2. **COMPLIANCE WITH REGULATIONS**

- A. DNR Regulations.** The Contractor shall adhere to all DNR General Property Regulations as found in 312 IAC 8, 312 IAC 5 (if applicable), and 312 IAC 9, and successor regulations. These rules and regulations are duly promulgated pursuant to IC 4-22-2 and have the force and effect of law.

3. **STANDARDS OF ABILITY**

- A. Financial Competence.** The Contractor assures and warrants competence and financial ability to perform the work contemplated in the Contract and agrees, upon request, to furnish the State with evidence of competency and financial ability before the granting of the Contract, and anytime during the term of this Contract.
- B. Operational Supervision.** The Contractor shall give the business daily, personal supervision and shall operate the business under the Contract according to law. The Contractor shall be present at

the Concession at all times that it is open for business or shall be represented by a responsible person. The Contractor shall establish, maintain, and operate the Concession in such manner as to provide the prescribed services to the public according to the best standards prevailing for a similar business. State operational standards of the Concession with respect to the quality of service rendered, hours the concession is open, accepted sanitation, proper exterior building maintenance, and other operational matters as the State may designate shall be determined by DNR Property Management.

4. STANDARDS OF RESPONSIBILITY

- A. No Unnamed Partners.** The Contractor assures and warrants that there are no unnamed partners legally interested in or having authority over the operation or management of the concession, and further assures and warrants that the Contractor is the only person responsible for carrying out the duties provided for in the Contract.
- B. Outside Vendors.** The Contractor may periodically hire outside vendor(s) to work for a specified and limited time on the property. Outside vendors may only be hired by the Contractor in order to fulfill the Contractor's responsibilities, and in the event daily concession operations are extended beyond standard capabilities. The hiring of any outside vendor(s) shall require prior written approval from the State, not less than thirty (30) days in advance of the Contractor's hiring of said outside vendor(s).
- C. Subcontracts.** The Contractor may execute subcontracts for services as the manager of the business authorized under the terms of this Contract. Any such subcontracts must include provisions that absolve the State of any contractual obligation to the subcontract. Any subcontracts must include language for automatic termination upon termination of the Contract, or in the event the State enters into a direct agreement of exclusivity with a specific provider. The Contractor shall indemnify, defend and exculpate the State from any liability which may accrue, or be asserted against the State under all contracts or agreements.

5. CONCESSIONAIRE FEES

- A. Fee Structure.** The Concessionaire Fees ("Fees") payable by the Contractor to the State for the rights and privileges conveyed herein shall be submitted as follows:

The Contract Fee shall be equal to:

- *Twelve percent (12%) of saddle barn gross income for years 2019-2020 of contract term.*
- *Fifteen percent (15%) of saddle barn gross income for years 2021-2022 of contract term.*
- *Twenty-five percent (25%) of vending machines income for the entire contract term.*

With prior written agreement and approval by the Property Manager and the Concessions & Contract Manager, improvements made to the saddle barn concession area (e.g., fence repairs, stone for trails) may be credited toward the annual contract fee. Improvements must be agreed upon and approved prior to the commencement of work and expectation of credit.

Payment of Fees shall be the first charge among all operating expenses incurred and shall be received by the State on or before the eighth (8th) day of each month for the preceding calendar month of the contract term.

All business conducted within the scope of this concession license agreement and taking place on public lands shall be considered gross income for the concession and calculated into the applicable concessionaire fees.

B. Reporting. By the last day of the first month of a new year of the Contract Term, the Contractor shall provide a sales and income revenue report for the previous year of operation. Contractor shall include in this annual report the amount of all monies collected from customers for all sales and services during the previous year.

C. Late Payment Interest. Concessionaire fees due and payable to the State which are not paid in accordance with this section of the Contract shall bear and accrue interest daily until paid at the rate of 1-1/2% per month, or a flat rate of \$50.00 late fee, whichever is greater. Repeated violations of late payment may result in the termination of this Contract by the State as defined within this Contract.

6. STATE BUILDINGS, GROUNDS, AND EQUIPMENT

The State is responsible for the general management of the property on which the Concession is located. The granting of this Contract to the Contractor for the operation of the Concession **DOES NOT GRANT THE CONTRACTOR EXCLUSIVE RIGHTS TO THE PROPERTY** where the Concession is located.

A. Designated Buildings and Equipment. The State shall provide the following buildings and items of equipment for use by the Contractor for the sole purpose of conducting the Concessions outlined herein:

One (1) pony ring/corral

One (1) barn with 14 stalls, tack & equipment storage areas [West barn only]

Grassy areas in between East [] barns and the West barn*

One (1) office building

Two (2) bridle trails [approximately 1.5 miles and 2.5 miles in length]

Four (4) fenced “turn-out” lots [adjacent to West barn and south of the office building]

Two (2) hitching rail structures [double-sided covered and single-sided uncovered]

*Two (2) hay wagons [**]*

One (1) wash/grooming area

Contractor shall be responsible for maintaining and keeping in good repair designated buildings and equipment.

[] East barns are used exclusively for Property storage and may not be utilized by the Contractor.*

*[**] Hay wagons may be stored in the center East barn, and the DNR reserves the right to use the wagons but shall notify the Contractor within thirty (30) days of anticipated use.*

B. Concession Area. The State shall provide the following licensed premises and assigned boundaries (“Concession Area”) to be used by the Contractor for the sole purpose of conducting the Concessions operations outlined herein:

The Contractor is responsible for the fifty-foot (50’) area surrounding each of the buildings and lots as described in “Designated Buildings and Equipment” listed above.

The Contractor shall maintain and keep these areas clean and free of litter and debris. Pick-up and drop-off areas

for hay wagon rides shall be designated by the Property Manager.

The Department of Natural Resources shall designate specific trails for the use of applicable rights stated herein.

- C. Agreement of Use.** The Contractor shall use, occupy, and maintain the Concession Area in a business-like, clean, and non-hazardous manner in conformance with all applicable State and Federal laws, regulations, and requirements. Written approval by the State shall be required for any other proposed use in conjunction with, or in addition to those specified in this Contract. The Contractor shall practice all environmental and usage controls as outlined herein, and further agrees to permit no waste, damage, or misuse of the buildings, grounds, and equipment owned by the State.
- D. Equipment.** The Contractor agrees to accept all equipment from the State “as-is”, and any necessary repairs shall be made at the sole expense of the Contractor. Any items of equipment that the Contractor does not wish to accept shall be removed by the State in a timely manner. The Contractor shall be solely responsible for the cost of furnishing the concession. The State shall not be responsible for any loss of product or sales due to the malfunction of any equipment owned by the State.
- E. Alteration of Buildings and Equipment.** The Contractor shall not modify water supply lines, waste lines, electric lines, or other utility, machinery, or fixtures without written authorization from the State. The Contractor shall not install, move, or alter any permanent or temporary equipment belonging to the State in the Concession Area.
- F. Return and Disposition.** The Contractor shall return all State-owned buildings, supplies, and equipment (“the Concession”) to the State upon termination of this Contract. The Concession shall be returned to the State in a condition substantially equivalent to that in which it was received by the Contractor. If the State determines cleaning is required after the Contractor returns the Concession, the Contractor shall reimburse the State for all costs incurred for such cleaning.
- G. Option to Purchase.** Upon the termination of this Contract, the State, or any person designated by the State, shall have the first option to purchase from the Contractor supplies and equipment owned by the Contractor, located within the Concession Area at the original cost paid by the Contractor, or at current market value, whichever is less. However, under no circumstance shall the State be obligated to purchase such items, nor shall the Contractor be required to sell such items.
- H. Lien and Inspection.** To secure the payment of the Concessionaire Fees, the State shall be granted a lien on all personal property belonging to the Contractor, which may be located on the Concession Area and used in the operation of the business conducted under the Contract. The Contractor hereby authorizes the State to file a Financial Statement, UCC-1. The State and/or any Federal parties with an interest in this Contract, at any and all reasonable times reserves the right to enter the Concession Area, without prior notification, for inspection and/or investigative reasons. This includes, but is not limited to, the State’s right to install and operate surveillance equipment in or on the premises within the Concession. Evidence obtained through personal, mechanical, electronic, or any other technological or other means may be used by the State in civil and/or criminal actions brought against the Contractor. The Contractor shall keep the Concession Area free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Contractor during the term of this Contract or any extension or renewal thereof.
- I. No Sublets.** The Contractor shall not assign this Contract or any interest therein, nor let or sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, nor permit the

occupancy or use of any part thereof by any other person. Violation of this provision shall be grounds for termination of the Contract by the State.

- J. Coin-Operated Amusement Machines.** The Contractor shall not permit, or provide for the installation of mechanical rides, pinball machines, coin-operated amusement machines, jukeboxes, (music boxes, record players), or similar devices in, or about the Concession Area.
- K. Vending Equipment.** The Contractor shall secure written approval from the State prior to installation of any vending equipment within the Concession. The plan of operation of vending equipment, including the percent of revenue paid to the State, shall be on a basis satisfactory to the State. Revenue shall be entered on the records in the same manner as other revenue is reported. Vending machines shall not visibly contrast with the property's natural surroundings. All efforts shall be made by the Contractor to achieve this directive. *Vending locations must be approved by the Concessions & Contract Manager and the Property Manager prior to placement of vending machines.*
- L. Utilities.** The Contractor shall pay all utilities used in or about the Concession Area as marked below, whether billed to the Contractor by the State, or billed directly to the Contractor by any utility provider.

<input checked="" type="checkbox"/> Electric	<input checked="" type="checkbox"/> Telephone	<input type="checkbox"/> Natural Gas
<input type="checkbox"/> Sewage	<input checked="" type="checkbox"/> Water	<input type="checkbox"/> Trash Removal
<input type="checkbox"/> Television	<input checked="" type="checkbox"/> Internet	<input type="checkbox"/> Security System

The Contractor shall pay for water billed by the Property and payable to the Department.

- M. Snow Removal.** The Contractor shall be responsible for all snow removal within the Concession Area.
- N. Alcohol.** The Contractor shall not consume, display, store, sell (or permit the sale of) alcohol in the Concession Area, or anywhere within the property where the Concession operation is located. Failure to comply with this provision may result in immediate termination of this Contract by the State.
- O. Parking.** The Contractor and Contractor's employees shall park in area(s) designated by property management. The designated parking area may be altered by the State in order to facilitate construction, or to protect the public or the property. The State shall not be responsible for damage or theft to vehicles of the Contractor, or the Contractor's employees.

7. MAINTENANCE AND SANITATION

The Contractor is responsible during the term of this Contract for routine maintenance, repair, and sanitation of the identified buildings and items of equipment described in Section 6(A) of this Exhibit. The Contractor shall follow all standards and rules for sanitation and safety as provided by the Indiana State Board of Animal Health, the State Department of Health, and the State Fire Marshal.

- A. State Responsibilities.** The State shall be responsible for maintenance, repairs, and sanitation not specifically assigned to the Contractor, including major structural repairs, or total replacement of the building(s), if necessary. Additionally, the State shall be responsible the maintenance and repairs of the major utility systems, including heating, air conditioning, and the ventilation

system(s).

- B. Utilities and Connectivity.** The Contractor shall timely pay all electric, sewage, and other utilities used in or about the Concession Area when billed by either by the State, or directly by the applicable utility company. For utilities with a fixed rate, that rate shall be:

The Contractor shall pay for water billed by the Property and payable to the Department.

- C. Fixtures and Furnishings.** The Contractor shall maintain, keep in repair, and redecorate, whenever necessary, the interior of the building(s), and shall maintain and keep in repair all fixtures, furnishings, and equipment of the State provided for use by the Contractor. The maintenance, repair, and decorating of the interior of all buildings and the maintenance and repair of plumbing, heating, lighting, and other fixtures, as associated with daily use, shall be done by the Contractor to the approval and satisfaction of the State.
- D. Cleaning and Janitorial Services.** The Contractor shall perform cleaning and janitorial services within the Concession Area. These services include, but are not limited to, the cleaning of all floors, windows, and fixtures, and the replacement of light bulbs.
- E. Cleanliness.** The Contractor shall maintain standards of cleanliness that reflect a favorable public opinion on the Contractor and the State. The State may perform, or have others perform the duties of the Contractor under this Section if the State determines the Contractor has failed to maintain an acceptable standard of cleanliness. The Contractor shall pay the cost of such services, whether performed by the State, or by outside contractor(s).
- F. Trash Removal.** The Contractor shall collect and deposit, in approved sanitary containers for disposal by the State's representative, all garbage, waste, and debris from the building and grounds within and surrounding the Concession Area. The Contractor shall keep the Concession Area in a clean and sanitary condition, and in conformity with standards and rules for sanitation and public health. Contractor agrees to either pay the cost of trash removal for the assigned area or remove trash from the property in another fashion agreed upon by the State. Perishable trash shall be removed daily.
- G. Recycling.** The Contractor shall make an aggressive and affirmative effort to implement the use and sale of recyclable or biodegradable items including, but not limited to, paper plates, cups, napkins, and non-toxic cleaning supplies. Trash shall be separated into types of recyclable materials: glass, paper, metal, plastic, aluminum, and disposed of appropriately. The plastic rings on 6-pack cans will each be cut before disposal.

8. OPERATING SCHEDULE

The Contractor shall be fully staffed and operational every day during the term of this Contract, and according to the following:

- A. Hours and Days of Operation.** The State and the Contractor shall keep the Concession open and available to patronage by the public in accordance with the following minimum hours and days of operation:

For each year during the Contract Term, beginning May 1st through and including the last weekend of October, the Contractor shall be open for business from 10:00 a.m. to 6:00 p.m. on Fridays, Saturdays, and Sundays.

Contractor may operate additional days/hours without prior approval by the Property Manager or the Concessions & Contract Manager. However, Contractor may not operate before or after the dates indicated above for this Contract Term, without written prior approval by the Property Manager and the Concessions & Contract Manager.

For each calendar year during the Contract Term, all animals, supplies, and equipment used in the saddle barn operation must be removed from the Concession by the first weekend in November and returned no earlier than the first weekend of April of the following year, unless prior written authorization is granted by the Property Manager and the Concessions & Contract Manager.

- B. Schedule Posting.** The operating schedule of the Concession shall be routinely updated and posted in the Concession Area in a location visible to the public. Additionally, the Contractor shall post the operating schedule on its website (if applicable) no later than the first day of operation as outlined in Section 8(A).
- C. Visitation.** The State does not warrant or guarantee any specific number of visitors to the Concession and shall not be held liable for any damages resulting from lack of visitation or patronage to the Concession for any reason.
- D. Schedule Deviations.** Any non-scheduled deviation from the operational schedule must be approved in advance, and in writing by the State, unless circumstances beyond the control of either party make it necessary to take emergency action.
- E. Holidays.** The Contractor may close on certain holidays, as pre-approved in writing by the State. *This Concession operates during all summer holidays (e.g. Memorial Day, Independence Day, Labor Day) of the recreation season as designated by the Department.*
- F. Extended Hours of Operation.** The Contractor may operate longer hours than indicated herein without receiving the State's permission. However, the Contractor must not operate before, or after the dates of the Term of this Contract.
- G. Emergency Closures.** The Contractor must immediately report emergency closure(s) to the State, and provide a written summary to the State within twenty four (24) hours after the emergency is concluded. Closures due to weather must be approved by the State. Emergency closures must be immediately posted in visible location(s) in the Concession Area, on the Contractor's website (if applicable), and on the telephone voice mail greeting message for the Concession.
- H. State Closures.** The State shall keep the Concession open and available for visitation by the public in accordance with the operating schedule, unless the State provides the Contractor written notice that funds are not appropriated, or otherwise available to support the agreed upon schedule. The State shall notify the Contractor at the earliest possible convenience, so that the Contractor can make any necessary changes to the operation of the Concessions.
- I. Failure to Operate.** If the Contractor is not in full operation for the entirety of the term of this Contract (except for causes beyond the control of the Contractor, and not the result of neglect by the Contractor), the Contract, at the option of the State, may be terminated. Upon termination, the State may re-enter the premises and obtain a new contractor for the operation of the Concession. The State may assess liquidated damages of fifty dollars (\$50.00) per day, for each day that the Concession remains out of service because of non-performance by the Contractor, or until a new contractor is put in place.

9. ADMINISTRATION

A. Scope

The concession granted under the provisions of this Contract is as follows:

Contractor has the right to keep and offer for hire: saddle horses and all equipment for trail rides; ponies and all equipment for pony rides; and horses and all equipment necessary to operate hayrides.

The right to offer instructional classes, programs, camps, and equine exhibitions, as approved by the Property Manager and the Concessions & Contract Manager.

The right to offer for sale: horse, pony, or saddle barn-related retail items and merchandise and branded apparel and souvenirs related to Licensee's operation, excluding animal and tack sales.

The right to place vending machines in the Concession Area as approved by the Property Manager and the Concessions & Contract Manager.

The Department shall designate specific trails for the use of all relevant rights stated above.

All business conducted within the scope of this concession license agreement and taking place on public lands shall be considered gross income for the concession and calculated into the applicable concessionaire fees.

B. Quality of Merchandise

The Contractor shall offer items for sale, which will reflect positively upon the State. Effort shall be made to provide items for sale which reflect the natural, cultural, and historic aspects of the State of Indiana. The State reserves the right to remove any item(s), which the State determines do not reflect a positive, or appropriate image of the State.

C. Pricing of Merchandise

A minimum of fourteen (14) business days prior to opening the Concession, the Contractor shall submit to Concessions & Contract Manager for approval, a list of the prices, rates, and charges proposed for use in the operation of the Concession. Such prices shall be within the guidelines established by the Natural Resources Commission. The Contractor shall maintain on public display, a legible sign listing the approved prices, rates, and charges for the sale of goods. If practicable, such prices shall be no higher than prices charged for similar merchandise in the locality in which the Concession is operated.

D. Prohibited Merchandise

The Contractor agrees not to offer for sale merchandise prohibited by the State. Prohibited items include, but are not limited to, those listed below. The Concessions & Contract Manager may add items to the list upon written notification to the Contractor.

PROHIBITED ITEMS:

- flotation devices such as air mattresses, beach balls, water wings, or life jackets (unless Coast Guard approved)

- ice picks, hatchets, axes, machetes, or darts
- fireworks, exploding items, or noise makers of any kind
- firearms or ammunition, BB or CO2 powered devices, sling shots, bows and arrows or trapping devices
- alcoholic beverages, “mock tails”, or controlled substances
- gum at waterfront concessions (re: bubble, chewing, blow pops, etc.)
- lawn, beach, or yard darts
- suggestive plaques with off-color sayings, or other such items
- item which can be used to inflict injury on persons or wildlife or break or deface State properties
- items such as “Fanny Whackers” or “Whoopee Cushions”
- items such as animal pelts or skins, claws, feathers, or skeletons
- Styrofoam products
- Environmentally unfriendly paper products. To the extent possible, all paper products, such as toilet tissue, paper towels, etc., shall be made of recycled materials.
- Improper use, disposal, or sale of environmentally unsafe chemicals shall not occur.

E. Cash Register and Tapes

The Contractor shall furnish at least one (1) cash register, equipped with the following cash control features:

- a. Cumulative, Non-Resettable Totals – originally designed, or mechanically adapted, with “tied-up” totals. Totals that cannot be reset with a key, or otherwise.
- b. Audit Tape – shall include provision for printing of total-to-date (sub-total) on itemized tape (Sales Journal).
- c. Sales Indication Window – visible from both sides.
- d. Closed-Drawer Operation – originally designed or mechanically adapted to closed-drawer operation only. Not convertible to open-drawer operation with a key or otherwise.

The State must approve all cash register(s) furnished and operated by the Contractor. All Cash registers shall be stored and operated in an area visible to the public. All sales shall be registered in the presence of the customer. The Contractor shall send all cash register journal tapes shall be sent to the Indiana Department of Natural Resources, Division of State Parks & Reservoirs, with the applicable monthly report and the Employee Cash Count Receipts (DNR 92). The Contractor shall ensure that all cash counted shall be entered on the monthly report.

F. Non-Resettable Reading Totals

The Contractor and a representative from the property shall take a reading from the non-resettable totals when the concession opens and closes for the season. These readings shall be sent to the Concessions & Contract Manager to be filed with the Contractor’s file.

G. Pre-numbered Tickets or Receipts

If the State determines the requirements for cash register equipment described in Section D (5) are not practical, the Contractor shall issue a receipt, or pre-numbered ticket. If the State approves the use of a receipt, such receipt form shall be supplied by the State and charged to the Contractor. If pre-numbered tickets approved by the State are used, the Contractor shall account for all pre-numbered tickets.

H. Use of State Form DNR 92

An Employee's Cash Count and Department Receipt (State Form DNR 92) shall be drafted at the end of each shift, or on a daily basis in order to account for all receipts during the period. The original Cash Count and Department Receipt (State Form DNR 92) shall be issued to the applicable employee, and all duplicate or "carbon copies" shall accompany the monthly report to the State.

I. Use of State Form DNR 352

The Contractor shall complete a State Form DNR 352 Receipt, or another 3-part sequenced-numbered receipt for any rental, service, or sale at the facility. Receipt forms other than State Form DNR 352 Receipt, must be approved by the Concessions & Contract Manager or Deputy Director of Operations for State Parks, and shall be a 3-part form providing a copy to the customer, the Contractor, and the State; these forms shall be pre-numbered by the printing company. The printing company shall provide directly to the State, a confirmation of forms numbered which shall indicate any, and all series of numbers printed, inclusive of the beginning and ending numbers.

J. Monthly Reports

On or before the eighth (8th) day of each month during the Contract Term, the Contractor shall provide a monthly report ("Monthly Report") to the State for the preceding calendar month. The Monthly Report shall include all income, the Employee Cash Count Receipts (State Form DNR 92), and the corresponding cash register tapes or DNR 352 receipts, whichever is appropriate to the operation. All overages and shortages shall be entered on the Monthly Report. All sums due to the State shall be attached to the Monthly Report in the form of a check(s) made payable to the Indiana Department of Natural Resources. The required forms supplied by the State shall be charged to the Contractor.

K. Accounting Records

The Contractor shall keep, or cause to be kept, accurate accounting records or books for its operations under the Contract. Accounting records or books for the Concession shall be kept and maintained separate and apart from the Contractor's accounting records for other operations, if applicable. The Contractor shall make all reports concerning the Concession available to the State at such times at the State may request.

Accounting records and books shall be kept in a form and manner satisfactory to the State. The Contractor's records of operation shall be made available for inspection and audit by a designated representative of the State's at any reasonable time during business hours. The right of inspection and audit shall continue to exist during for a period of three (3) years following the termination or expiration of the Contract.

L. Audits

Following the expiration or termination of the Contract, the Contractor shall arrange for a financial and compliance audit of funds provided by the State, if applicable. Such audit shall be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor shall be responsible for ensuring that the audit, and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this Section must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. The Contractor agrees to provide the Indiana State Board of Accounts and the

State an original copy of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or Subsidiary Corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract, and the Contractor is in compliance with the financial aspects of this Contract.

M. Taxes

The Contractor shall pay all federal, state, or local taxes, assessments, or fees which are, or which may become, legally chargeable to the business operated under the terms of the Contract.

N. Structures Erected by Contractor

The Contractor may, during the Contract Term, erect structures and provide equipment upon the Concession Area, which temporary structures and equipment shall be, and remain the property of the Contractor. However, no structure may be erected or altered in the Concession Area unless and until the design and proposed location or alteration thereof is approved in writing by the State.

Upon termination of this Contract, the Contractor shall remove all personal property from the Concession Area and restore the premises to a condition satisfactory to the State; reasonable wear and tear and damages resulting from no fault of the Contractor excepted. If the Contractor fails to do so, the Contractor shall pay to the State all costs expended for the restoration of the premises.

O. Use of Premises

The Contractor shall not permit or suffer any offensive use of the premises, or the commission of waste thereof; shall not cut timber or native shrubs except as approved in writing by the State; shall not remove sand, gravel, or kindred substances from the ground or substantially change the contour or condition of the Concession Area unless approved in writing by the Concessions & Contract Manager or Deputy Director of Operations for State Parks.

P. Building Codes

The State reserves the right to conduct on-site inspections of the Concession Area to ensure proper adherence to applicable building codes. These include, but are not limited to, the Indiana Electrical Code, the Indiana Building Code, and NFPA 303. The State shall have the right to cause the Contractor to cease and desist a portion of or the entire operation of the Contract until such time corrections to the Concession Area have been made to the satisfaction of the State.

10. STANDARD OPERATING PROCEDURES

The Contractor shall operate the Concession in accordance with the following Standard Operating Procedures (SOPs):

Contractor Responsibilities:

- a. The Contractor affirms they are:
 - knowledgeable in the required care, management, and maintenance of equines.

- experienced in responsible training of horses and safe and ethical techniques and practices.
 - proficient in teaching of horsemanship through inclusive instructional methods suitable for all members of the public.
- b. The Contractor shall follow all standards and rules as provided by the Indiana State Board of Animal Health, the State Department of Health, and the Department, in addition to any federal laws, mandates and provisions governing the leasing, ownership, or possession of animals.
 - c. The Contractor agrees not to rent or permit to be used, any animal which is believed to be dangerous, unhealthy, or likely to either cause injury to a person or damage to a property.
 - d. The Contractor shall be responsible for providing all instruction concerning the bridle paths, places where horses are to be used, and other regulations regarding the same to all persons to whom horses are rented.
 - e. The Contractor shall provide adequate safety instruction and safety equipment to all horse riders in accordance with industry standards, and as approved by the State.
 - f. The Contractor shall provide experienced guides for all horse trail rides.
 - g. The Contractor represents they are knowledgeable in the proper and humane care and treatment of horses, and that all precautions shall be taken to ensure proper treatment by the Contractor and designated employees or agents.
 - h. The Contractor shall keep all animals confined to the designated Concession Area set forth in this Contract.

Required Care of Animals:

- All horses and ponies used in the Contractor's operation shall be healthy, well cared for, and suitable for horseback riding.
- Sufficient clean water shall be offered and available at all times.
- Feed and forage shall be provided in sufficient quantity, and properly stored by the Contractor.
- The Contractor shall ensure proper fitting of tack on all horses and ponies, making every effort to avoid rubs, sores and injuries.
- Abuse or neglect of animals is a violation of law and will not be tolerated. Any such abuse and/or neglect shall result in the immediate termination of this Contract by the State.
- The Contractor shall provide prompt treatment for all ailments and injuries, along with routine care and grooming.
- The Contractor shall allow the inspection and evaluation of all horses and ponies associated with the operation of the saddle barn at any time during the Contract Term.
- In the event a DNR representative determines that treatment is not being provided appropriately, adequately, or in a timely manner; or that animals are not receiving proper care, the State may arrange for the provision of such care and/or treatment, which may require the transfer of an animal from the Concession Area to a care provider as directed by the State. The Contractor shall be responsible for all costs associated with said removal and the provision of care/treatment.
- Records of care and/or treatment, including routine care (e.g., vaccinations, routine dental care, farrier service, etc.), specialized care, and care directed by the State, shall be maintained in the Concession Area, and available for inspection by the State at any time.
- The Contractor warrants ownership of all animals and equipment not supplied by the State and utilized in the operation of the Concession. In the event of non-ownership, the Contractor must obtain written authorization from the Concessions & Contract Manager prior to leasing or renting animals or equipment for use with Concession. Should the Contractor wish to use or rent animals or equipment owned by another person or entity, the Contractor must identify such animal(s) and equipment to the State and disclose the names and contact information of the owners of the leased animal(s) and/or equipment.

Turn-out Lots:

- The Contractor is permitted to turn-out a reasonable number of riding horses used in the operation of the Concession. All turn-out lot areas are to be approved and designated by the Property Manager.
- Turn-out lots or enclosures on State-owned properties shall not be used in connection with horse-trading operations, boarding services, a stallion-service operation, or any other operation not specified in this Contract.
- The Contractor shall maintain all pasture and turn-out lot fencing used by the Contractor to the satisfaction of the State.

Sanitation of Concession Area:

- The Contractor shall keep barn and all stables and other places where horses are stored or used in a clean and sanitary condition.
- The Contractor shall repair any damage caused by animals to shrubbery, trees, footing, or fences.
- The Contractor shall remove all litter, debris, and rubbish accumulated by reason of keeping horses and/or ponies in the Concession Area.
- The Contractor shall not permit detritus, feed, trash, or any debris to accumulate or be stored in such a way as to become a health hazard or nuisance.
- The Contractor shall make every reasonable effort to control flies and other insects, pests, and rodents to the satisfaction of the State. This requirement includes, but is not limited to, reducing standing water wherever practical.

Manure Removal:

- The Contractor shall bear all responsibility for removal of manure from the Concession.
- The Contractor shall ensure that prior to removing, manure from the Concession is offered and made available to the State, free of charge, provided the State removes the manure from the Concession Area. However, the State shall have no obligation to remove manure from the Concession Area in the event it determines the manure would not be useful to the State. In the event the State determines manure is not needed or would not be useful to the State, the Contractor shall be responsible for removing manure from the Concessions Area and shall bear all costs associated with the removal of manure.
- The Contractor shall remove on a regular weekly basis all manure not requested by the State and shall permit no accumulations of manure in the Concession Area.
- The Contractor shall incur all costs associated with repairs to State property where damages have occurred and as a result of improper or lack of manure removal.

11. ADVERTISING

The Contractor is encouraged to conduct a balanced advertising effort directed at developing additional business under the provisions of the Contract.

- A. Advertising Plan.** All contracts, scripts, texts, and layouts must be submitted to the State for written approval at least sixty (60) days prior to execution or implementation, or no later than March 1st of each concession year. The Contractor agrees not to advertise in any manner or form, on or about the Concession Area, premises, buildings, or elsewhere, or in any newspaper or otherwise, except by means of signs or forms of advertising approved by the State. The Contractor shall not employ or use any person(s) commonly known as "hawkers," "spielers," "criers," or other noisemakers, or

means of attracting attention to the Contractor's business.

- B. Website Advertising.** The Contractor shall update its website with information regarding upcoming Concession events at least thirty (30) days prior to the event.

12. CONCESSION EMPLOYMENT

The Contractor shall employ only competent and qualified persons to operate the Concession in accordance with state and federal labor laws. The Contractor is not an employee of the State of Indiana. The Contract does not vest in the Contractor, his/her agents, employees, or subcontractors, any right, title, or tenure to any property owned by the State.

- A. Employee Training.** In order to promote the facilities owned by the State, and to provide quality service(s) to the public, the Contractor must provide thorough training to all of his/her employees. The Contractor and his/her employees must attend seasonal training programs if made available by the property. Training programs shall acquaint personnel with information about the property and provide information to disseminate to the public.
- B. Employment Records.** Employee personnel records shall be maintained by the Contractor in the Concession Area, or in another location approved by the State. Employee personnel records shall be made available for inspection to State at any time during the Contract Term, and for a period of one (1) year after the expiration or termination of the Contract.
- C. Moral Conduct.** The Contractor shall prohibit behavior that violates any federal, state, or local laws, regulations, and ordinances, or that fails to conform to a reasonable standard of good moral conduct. The Contractor shall refrain from any act that is prejudicial or reflects adversely upon the State. The Contractor shall operate the Concession in a business-like manner, maintaining a high standard of conduct by the Contractor and his/her employees, volunteers, and agents. Prohibited conduct includes, but is not limited to acts of dishonesty, theft, misappropriation or abuse of State property, moral turpitude, or any act that neglects, injures, abuses, or endangers others.
- D. Employee Appearance.** The Contractor shall ensure that all employees, agents, or volunteers with public contact shall maintain a neat and clean appearance. All employees of the Contractor must be identifiable to the public, and employee uniforms must be approved by the State.
- E. Background Checks.** The Contractor shall be responsible for conducting background checks of any personnel employed by the Contractor.
- F. Corrective Action.** The Contractor shall take appropriate action to remedy misconduct or misbehavior by an employee, agent, or volunteer. Failure by the Contractor to take corrective action for an employee, agent, or volunteer's misconduct shall be considered a material breach of the terms herein, and the State may immediately terminate the Contract. The Contractor shall immediately report any allegation or act of misconduct by an employee, agent, or volunteer to the State. In the event of an allegation of misconduct is made, the person or persons who are the subject of the allegation shall be immediately removed from DNR property pending resolution of the matter. The Contractor shall cooperate with the State in implementing any resolutions as a result of misconduct or misbehavior.

13. VIOLATIONS

This Contract has been established to provide services and/or goods to the general public and citizens of Indiana. Any failure to comply with all provisions of this Contract delays the administration of the Contract and risks losing the provided goods or services, depriving the State of revenue and diminishing the State's good customer service reputation.

- A. Notice of Violation.** In the event of a violation of the terms herein, the State shall provide the Contractor a written "Notice of Violation." The Notice of Violation shall state the provision that has been violated, and a date by which the stated violation must be corrected. In the event the violation has not been corrected by the specified date, the Contractor shall pay the State fifty dollars (\$50.00) per day, for each day the violation is not corrected.
- B. Damages.** In the event a violation has not been corrected after a period of seven (7) days after the specified date by which it was to be corrected, the Contractor shall pay an additional one hundred dollars (\$100.00) for each subsequent day the violation has not been corrected.
- C. Failure to Correct Violations.** Continued failure to correct violations and comply with the provisions of this Contract may result in immediate termination of the Contract.

Preceding Exhibit A to a Concession Agreement is an EXAMPLE ONLY. All details contained herein represent sample verbiage only and should not be construed as the terms and conditions of an eventual contract resulting from this business opportunity announcement. All dollar amounts, percentages, and hours of operation may be considered negotiable, are subject to change, and can vary by contract.

State of Indiana Professional Services Contracts will include boilerplate language available for review at <https://www.in.gov/idoa/files/2022-Professional-Services-Contract-Template.docx>. The Contractor shall agree to all considerations, covenants, and terms and conditions set forth in executed Contract.
