Notice is given that the Altamaha River Leisure and Service Authority is requesting bids from certified, licensed, and qualified and experienced firms to operate a bait shop, came ground or other business proposal located at Jaycee Landing at 230 Jaycee Landing Road, Jesup, GA 31545.

Sealed bids must include detailed proposals. Sealed bids must be received no later than Thursday, February 24, 2022 at noon. Bids may be hand delivered to the Wayne County Administrative Office Attention Amanda Hannah, located at 341 East Walnut Street, Jesup, GA 31546 or mailed to the same address. Bids must be sealed and clearly marked: Bid Jaycee Landing Concessionaire.

The Altamaha River Leisure and Service Authority reserves the right to reject any and all bids, with or without cause, the waive any information in a bid, to terminate the process of re-advertise and solicit new or additional proposals, and to make awards in the best interest of Wayne County.

**STATE OF GEORGIA**

**COUNTY OF WAYNE**

**CONTRACT FOR CONCESSION AGREEMENT**

**THIS AGREEMENT**, made and entered into the day of , 2019, by

and between **WAYNE COUNTY ALTAMAHA RIVER & LEISURE SERVICES AUTHORITY**, hereinafter, (WCAR&LSA) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter: "Concessionaires");

**WITNESSETH**

**IN CONSIDERATION** of the mutual promises made in this Agreement and the mutual benefits to be derived from this Agreement by both parties, the parties agree as follows:

**TERM AND GENERAL CONDITIONS**

1. This contract shall begin at 12:01 A.M.,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and

shall terminate at 12:00 P.M.; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Provided however, said contract

shall be automatically renewed on an annual basis thereafter, unless either party gives the

other party a ninety (90) day written notice of their intention not to renew such contract. Further, the parties agree that the contract shall be reviewed by the County Commissioners as needed periodically.

1. The WCAR&LSA hereby leases to Concessionaire the right to use and operate the local appurtenant structures at Jaycee Landing, under the terms and conditions hereinafter set forth. Such appurtenant structures include the structures and areas that are commonly known as the parking lot, driveway, public restrooms, picnic area, boat ramp, and shelter. Concessionaire shall also be allowed to use the campground at Jaycee Park for campers.
2. As part of the consideration herein, Concessionaire shall keep the premises in a clean and a presentable condition at all times, including maintaining the cleanliness and appearance of the structures and grounds by keeping the structures well maintained, by providing all necessary supplies and maintaining the public restrooms in good working order, by maintaining the cleanliness of the grounds through the collection of all trash and debris and otherwise policing the grounds so that all lands surrounding the buildings, structures, boat landing, parking area, and lagoon are maintained in a clean and presentable manner. Concessionaire agrees that any and all uses of any structures will be for their primary uses.
3. Concessionaire shall not allow any type of drug use or other criminal behavior to occur on the premises. To this extent, Concessionaire shall be diligent in contacting law enforcement and maintaining proper security of the premises for the safety and welfare of the citizens of Wayne County.
4. Concessionaire shall take reasonable steps to ensure all operators of motorized vehicles are in compliance with all signage and applicable laws.
5. Concessionaire shall take reasonable steps to STOP the use of any Fireworks or the unlawful use of fire arms. To this extent, Concessionaire shall be diligent in contacting law enforcement and maintaining proper security of the premises for the safety and welfare of the all citizens. This provision shall not apply to fireworks that are part of a special event organized by Concessionaire and approved by the WCAR&LSA and the Wayne County Board of Commissioners and any other local, state, or federal government agency.
6. Concessionaire shall be responsible for paying for all utilities for structures located on the premises. However, the WCAR&LSA agrees to pay for all security lighting.
7. Concessionaire shall be responsible for providing at their own expense any permits, insurance, and taxes as required by any local, state, or federal ordinance or statute including but not limited any applicable workers compensation insurance and renter’s insurance. Concessionaire agrees to hold WCAR&LSA and the Wayne County Board of Commissioners harmless and will indemnify WCAR&LSA and the Wayne County Board of Commissioners from any loss.
8. The WCAR&LSA and Concessionaire has inspected the premises and agrees that the Bait Shop is in good and working order. Further, the parties agree that the Campground is in good and working order. The Concessionaire shall not make any changes, additions, or improvements upon the premises without the prior written permission of the WCAR&LSA. They shall not post any sign, alter any structure, deface any structure, or change any grade or structure now located upon the premises without written permission from WCAR&LSA. The WCAR&LSA may require prior to such repair, change, additions, or improvement, that any repairs must be in compliance with all local, state, and federal building codes and must be in compliance with compliance with any standards as set forth with the Americans with Disability Act (ADA). Prior to any repairs, changes, additions, or improvements to any structure located on the premises, Concessionaire must notify WCAR&LSA in writing and obtain written approval by the WCAR&LSA. In the event of an emergency, Concessionaire shall take any necessary steps to protect any structure located on the premises.
9. The WCAR&LSA and the Wayne County Board of Commissioner’s reserve the right to reject any proposal for any reason as it relates to any changes to existing structures or new structure being built or placed on the premises.
10. Concessionaire may occupy as a full-time residence any structure on the premises. However, such occupancy shall be limited to only 2 (two) adults over the age of 18. Any person/persons occupying the premises as a full-time resident may not be allowed to have any overnight visitors under the age of eighteen (18) unless related by blood or marriage. Any person/persons occupying the premises as a full-time resident shall be limited to three (3) parking spaces. Any and all vehicles of the full-time resident/residents must be in working condition and any repairs to such vehicle shall take place off of the premises. Concessionaire may at their option secure tenant insurance coverage to protect personal contents.
11. The WCAR&LSA or the Wayne County Board of Commissioner’s shall not be liable for any loss by theft, fire, or other casualty to any merchandise, fixtures, equipment, or other personality owned by Concessionaire or any patron, visitor, invitee, guest, customer and located on said premises. The WCAR&LSA or Wayne County Board of Commissioner’s shall not be liable for any loss by theft, fire, or by any other means naturally or otherwise, of any property including, RV's or the contents thereof for any patron on the premises.
12. The WCAR&LSA or the Wayne County Board of Commissioners, its employees, agents, or assigns shall not be responsible for damages to property or injuries to any persons which might arise from or be incident to the exercise of the privileges herein granted; or which arises from maintenance or operation of the premises herein described whether the result of the alleged negligence of the WCAR&LSA or the Wayne County Board of Commissioners, or its employees; or for damages to the property or injuries to the person of the Concessionaires, their officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of any others claiming through them. The Concessionaires shall hold the WCAR&LSA and the Wayne County Board of Commissioners, its employees and agents harmless and defend them from any and all claims, whether arising from the County's negligence, the negligence of its employees, or otherwise, and the Concessionaires agrees to indemnify and provide a defense for the WCAR&LSA for any such claim.
13. The Concessionaire is deemed an independent contractor and shall solely be responsible for the payment of all employee's salaries, the payment for all merchandise purchased for resale, and all other expenses arising from the operation of the premises, expressly including all utilities as it relates to the Bait Shop and Campground. The Concessionaire is not and shall not represent herself/himself to be an agent or employee of WCAR&LSA or the Wayne County Board of Commissioners. Neither the Concessionaire nor any of their employees’ will represent to be acting in any capacity for WCAR&LSA or the Wayne County Board of Commissioners.
14. The WCAR&LSA will post at least one sign not less than three (3) feet by

three (3) feet, to be posted in a conspicuous place on the premises, stating that they are

acting as an independent contractor, not as an employee of WCAR&LSA of the Wayne County Board of Commissioners, and that WCAR&LSA or the Wayne County Board of Commissioners will not be liable for any loss, damages, or injuries arising from the use of the premises.

1. It is the understanding of the parties that the facilities herein described are provided by WCAR&LSA, for the use and benefit of the citizens of Wayne County and that it is the intention of the parties that such use be facilitated in whatever manner possible, and that the public be encouraged to use the facilities to the fullest extent possible. Therefore, the Concessionaire agrees to operate the facilities at reasonable times and reasonable hours provided however that during any period of daylight savings time, the facility shall be open no less than from sunrise to sunset for 7 (seven) days a week, including holidays. During any other time of the year, Concessionaire agrees to keep the facilities open at a minimum of one hour before dawn and one hour after dusk for 7 (seven) days a week, including holidays except Christmas Day.
2. The Concessionaire agrees to have a person at least 21 (twenty-one) years old, of suitable character and discretion on call 24 hours a day during the time of this lease and let the WCAR&LSA that person’s name and contact information.
3. The Concessionaire shall comply with all applicable Federal, State, and County

rules and regulations.

1. The premises shall be maintained in a clean and sanitary manner, and shall be maintained in a manner which reflects the pride of Wayne County.
2. The Concessionaire may sell intoxicating beverages on the premises in compliance and in accordance with any local, state, or federal ordinance or statute.
3. The Concessionaire shall be responsible for complying at their expense with all applicable Federal or State laws and regulations pertaining to environmental control, workman's compensation, or any other matters directly arising out of the operation of the facility described herein. At the termination of this agreement, the Concessionaire will account for all breakage or loss of any county owned equipment or structures.
4. Any and all equipment installed by the Concessionaire shall be installed in a neat and workman like manner. All equipment installed by the Concessionaire shall reflect the pride of the people of Wayne County. All equipment owned by the concessionaire will be maintained in working order. Any disabled equipment not being immediately repaired shall be removed from the premises. No equipment shall be on display which is not being used by the Concessionaire.
5. The Concessionaire shall conduct no enterprise or business venture on the premises, other than those intended at the time this lease entered into, provided that the WCAR&LSA may grant permission for the conduct of such additional venture or enterprise.
6. Any unsuitable or inappropriate marketing materials used by Concessionaire will be removed in a timely manner at the request of the WCAR&LSA or the Wayne County Board of Commissioners.
7. Concessionaire understands that he/she does not have the ability or right to obligate the WCAR&LSA or the Wayne County Board of Commissioners to any financial terms other than the terms agreed to in this agreement.

**Special Provisions Regarding the Use and Operation of the Bait Shop**

1. The WCAR&LSA requires and the Concessionaire agrees to pay a minimum of $250.00 (Two hundred and fifty dollars and no/cents) per month for the use of the structure currently known as the Bait Shop during the term of this agreement. This payment shall be hand delivered to the WCAR&LSA each month at the regular meeting of the WCAR&LSA meeting.
2. Concessionaire shall at minimum provide bait, tackle, ice, and snacks for resale. Concessionaire may provide T-shirts, hats, sunglasses, sunscreen, bug repellants, souvenirs, charcoal, and other similar items for resale. The Concessionaire must maintain a supply of live bait, (minnows, crickets, and worm) at all times. All merchandise offered for resale on the premises must be of high quality. Any merchandise may be removed at the request of the WCAR&LSA or the Wayne County Board of Commissioners.
3. Concessionaire may operate a food and beverage service offering pre-packaged and prepared food which may include, but not limited to, the preparation and sale of sandwiches, hot meals, beverages, snacks, ice cream, and candy.
4. Concessionaire shall be responsible for all operational expenses associated with this and any other related service. Concessionaire shall obtain any and all license as required by local, state, or federal law.
5. Concessionaire shall meet all applicable Health Codes and Standards for concession food services, and shall meet inspection standards set by the Georgia Health Department (Food Inspection Officer)
6. If rental payment is not received by the 10th of the month Concessionaire will pay a One Hundred Dollar and no cents ($100.00) late fee.

**Special Provisions Regarding the Use and Operation of the Campground**

1. The WCAR&LSA requires and the Concessionaire agrees to pay a minimum of 50% of its earning after the electric bill has been paid. The Concessionaire will meet with WCAR&LSA on its regular meeting night to settle its financial dealing.
2. Concessionaire agrees all campers and/or renters of camping space shall be register with Concessionaire in a timely manner and shall provide all pertinent information for verification and auditing by the WCAR&LSA.
3. Concessionaire agrees to limit campers and/or renters to a three-week maximum stay, unless preapproved in writing by the WCAR&LSA. Concessionaire agrees to take any proper or required action to remove any camper and/or renter that stays longer than maximum allowed time without prior written approval. Concessionaire agrees that no camper and/or renter after being removed for staying the maximum allowed time will be allowed to stay on the premises for at least 7 (seven) days. This provision shall not apply to employees that are working during a shutdown.
4. Concessionaire shall not allow or cause any permanent structure to be erected on the campgrounds by campers, renters, or any other patron.
5. Concessionaire agrees to strictly enforce a prohibition of any animals on the campground with the exception of the campers and/or renters personal pet dog or cat. Any such personal pet must be leashed at all times.
6. Concessionaire agrees to maintain a central location for trash pick-up. The WCAR&LSA nor the Wayne County Board of Commissioners will provide individual trash cans or dumpsters for the campground.
7. Concessionaire will require all campers and/or renters to keep their personal belongings including any personal vehicle in his/her rented campsite. All campfires must be attended to at all times and contained to the fire pit/ring. Campers must extinguish all fires prior to leaving the fire unattended.
8. Concessionaire agrees to remove or cause the removal of any camper, renter, visitor, or patron from the premises for any type of disruptive behavior.
9. Concessionaire agrees to remove or cause the removal of any camper, renter, visitor, or patron from the premises for climbing or driving on the slopes of the campground.
10. Concessionaire shall enforce a quiet time curfew of 11:00 p.m. till 7:00 a.m. for the use all motorized vehicles including golf carts. Quiet times shall be posted on the premises in a conspicuous location to be visible by all patrons of the premises. Concessionaire agrees to make all campers, renters, visitors, and/or patrons familiar with the rules of the campground and ensure their strict compliance with the rules and regulation including the use of all public restrooms being strictly used as they are intended and not for any other purpose.
11. Concessionaire agrees to inform all camper and/or renters that violation of any rules as set forth in this agreement or as deemed proper by Concessionaire will result in their removal from the premises and no refund given to any camper and/or renter.

**Special Provisions Regarding Events or Other Uses of Jaycee Landing by** **Concessionaire**

1. Concessionaire may provide special service tours/trams, fishing, and sightseeing excursions or other special outdoor events. These events and/or services shall be operated according to all appropriate local, state, and federal laws and regulations. Concessionaire shall be responsible for any and all licenses and or permits for these special events and/or services, organized by the Concessionaire.
2. Concessionaire shall provide any and all insurance and safety equipment as needed and required for these special events, organized by the Concessionaire.
3. Concessionaire, in addition to any other relevant law, must obtain written pre­approval for such special event/services from WCAR&LSA at least thirty (30) days prior to the event or service being offered. Any special event must also be in compliance with the Wayne County Special Event Ordinance. This provision shall not apply if an event is pre-approved and the event has to be rescheduled.
4. Concessionaire will be responsible for all cost associated with the special event and or service.
5. Concessionaire will make known to all attendees/patrons of the Special Event and or service that the WCAR&LSA nor the Wayne County Board of Commissioners will be held liable for any cause of action as a result or caused by the Special Event and/or service.

**Termination of Agreement**

1. At the termination of this agreement, Concessionaire shall turnover said premises to WCAR&LSA in good and working order. In such event, Concessionaire shall not remove any fixtures that may have been placed on the premises during the term of the lease and which are permanently attached to said premises.
2. Upon termination of this agreement for any cause whatsoever the Concessionaire shall peaceably vacate the premises within seven (7) days from date of termination and shall make a good and through accounting of all monies due to the WCAR&LSA within the said seven (7) day period.
3. The contract may be terminated at an earlier date for the following reasons: (a) In the event that the Concessionaire is not in compliance with any of the terms and conditions of this Agreement, written notice of such non-compliance shall be furnished to him/her by the WCAR&LSA. If after ten (10) days from the receipt of such written notice, the conditions of non- compliance have not been remedied or alleviated, in the discretion of the WCAR&LSA this contract will terminate upon receipt by the Concessionaire of written notice; with no further liability to the WCAR&LSA or the Wayne County Board of Commissioners, (b) In the event there is any dispute as to the cause of termination the Concessionaire agrees to peaceably vacate the premises and agree to waive all rights to enjoin or restrain the actions of the county in requiring him to vacate (c) The fact that this contract may be terminated for non-compliance with any of the provisions or conditions contained herein shall not preclude the enforcement of any rights under this agreement, nor shall it excuse the Concessionaire from the payment of any monies due WCAR&LSA
4. The Concessionaire and/or the WCAR&LSA may terminate this agreement upon ninety (90) days written notice at any time.
5. This contract may not be assigned by Concessionaire without written consent of the WCAR&LSA
6. If any portion of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
7. The failure of either party to enforce any provisions of this lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.
8. This agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this agreement. This agreement may be modified or amended in writing, if the writing is signed and notarized by all parties.
9. This agreement shall be construed in accordance with the laws of the State of Georgia.
10. This agreement shall be binding and likewise inure to the heirs, administrators, and representatives of the respective parties hereto.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties have executed this contract, this \_\_\_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

WAYNE COUNTY ALTAMAHA RIVER & LEISURE SERVICES AUTHORITY

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

Miki Thomaston, Chairwoman

ATTEST:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL) Janey Royal, Secretary

CONCESSIONAIRE

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed, sealed and delivered

In the presence of:

l. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public, Wayne County, Georgia

My commission expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_