



## United States Department of the Interior

NATIONAL PARK SERVICE  
Interior Region 1  
North Atlantic-Appalachian  
1234 Market Street, 20<sup>th</sup> Floor  
Philadelphia, PA 19107



IN REPLY REFER TO

10.A (IRI-Concessions)

VIA ELECTRONIC MAIL ONLY – NO HARD COPY TO FOLLOW

Mr. Michael E. Carpenter, President  
Carriages of Acadia, Inc.  
P.O. Box 1406  
Houlton, Maine 04730

Re: National Park Service Concession Contract No. CC- ACAD014-09

Dear Mr. Carpenter:

The National Park Service (NPS), after consideration of alternatives, has determined that an extension of NPS Concession Contract No. CC-ACAD014-09 (as it may be amended, "Contract") is necessary in order to avoid interruption of visitor services. This Contract provides operation of carriage tours and equestrian services within Acadia National Park.

Accordingly, under applicable provisions of the Contract that permit an extension of operations after expiration, the NPS hereby authorizes, subject to your execution of this letter of agreement ("Extension Agreement"), the extension of operations as described in the Contract through December 31, 2021 or until the effective date of a new contract, whichever comes first.

Please indicate your agreement to this extension by signing and dating in the space provided below. Scan and return the executed letter electronically to this office within 30 days of receipt to Judy Bassett, Chief of Commercial Services Management at [Judy\\_Bassett@nps.gov](mailto:Judy_Bassett@nps.gov).

700.

Sincerely,



Gay E. Vietzke  
Regional Director

Agreed:



Michael E. Carpenter  
Authorized Representative  
Carriages of Acadia, Inc.

1/20/21

Date

**EXHIBIT C****ASSIGNED LAND AND REAL PROPERTY IMPROVEMENTS  
(CONCESSION FACILITIES)****Land Assigned**

Land is assigned in accordance with the boundaries shown on the following map. Although the map boundary encompasses the Comfort Station, said Comfort Station is to be considered as excluded from the assignment of real property.

**Shared Use**

Carriage roads that may be approved for use by the Concessioner pursuant to Contract Exhibit A, Operating Plan, Section III.A.

**Real Property Improvements Assigned**

The following real property improvements are assigned to the Concessioner for use in conducting its operations under this Contract:

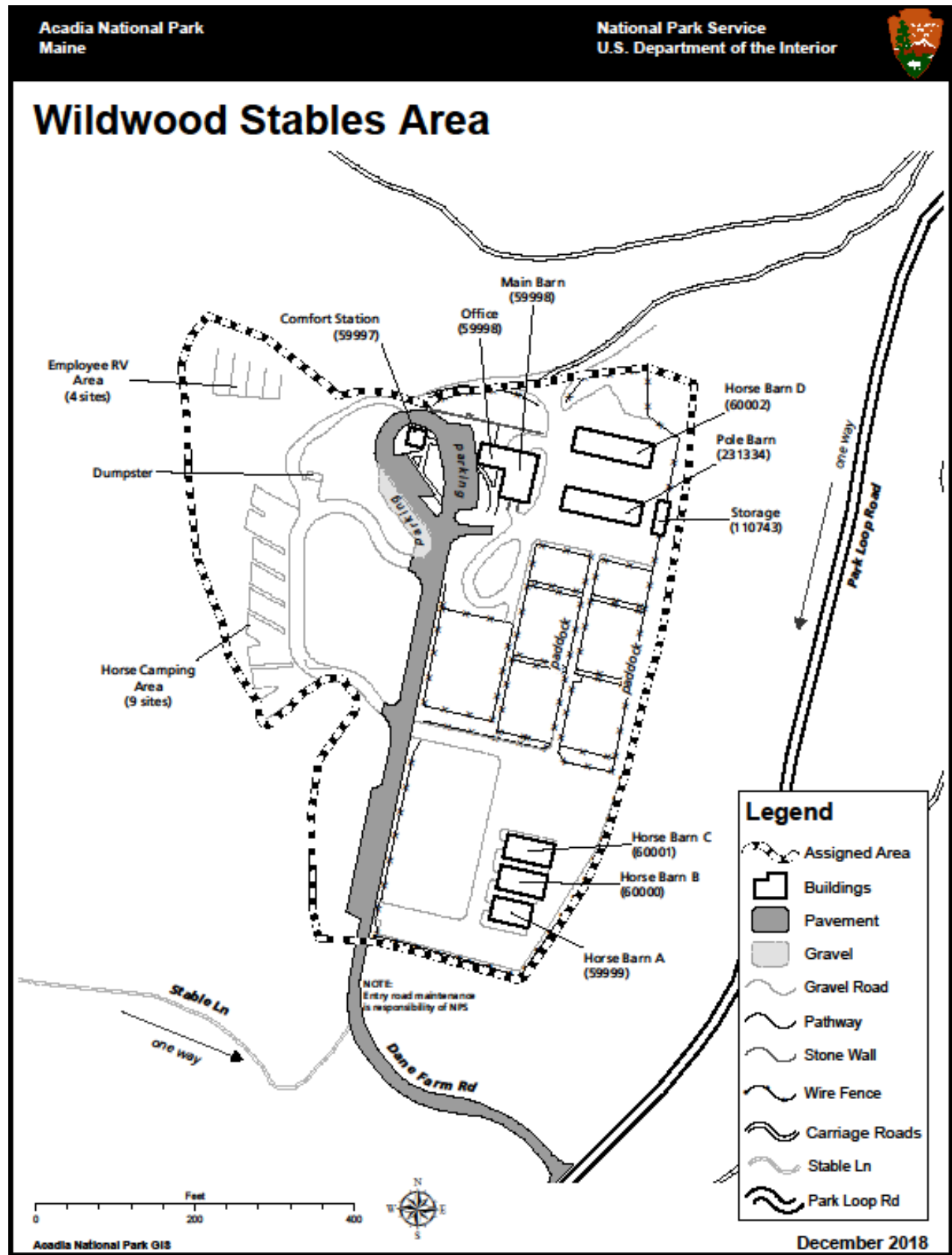
Asset Code	Asset Description	Asset Type	Unit of Measure	Quantity	Date Built or Installed	Historic (Y or N)	Insurance Replacement Value
59998	B-61 Wildwood Stables Barn	4100	Sq. Ft.	3124	1913	N	\$106,935
59999	B-333A Wildwood Stables Horse Stall	4100	Sq. Ft.	1715	2002	N	\$53,705
60000	B-333B Wildwood Stables Horse Stall	4100	Sq. Ft.	2053	2002	N	\$62,680
60001	B-333C Wildwood Stables Horse Stall	4100	Sq. Ft.	2053	2002	N	\$62,680
60002	B-333D Wildwood Stables Horse Stall	4100	Sq. Ft.	3430	2002	N	\$99,333
110743	Wildwood Stables Hay Storage	4100	Sq. Ft.	662	1913	N	\$22,267
231334	Wildwood Carriage Storage Building	4100	Sq. Ft.	3380	1999	N	\$127,831
<b>TOTAL</b>							<b>\$535,431</b>

\* Please note: The lack of value for an asset in the column for Insurance Replacement Value does not relieve the Concessioner of its obligation to insure the asset according to the terms of this Contract.

Utility connections (electric and drinking water) for up to five (5) Concessioner-provided recreational vehicles. The Concessioner shall obtain prior Service approval, on an annual basis, to use more than three (3) utility connections. The actual number authorized shall be incorporated in the annual Operating Plan, Contract Exhibit A. This Exhibit will be revised as appropriate during the term of the contract.

Approved, effective August 5, 2020

By: /s/Gay E Vietzke  
 Gay E. Vietzke  
 National Park Service Regional Director, Interior Region 1



**EXHIBIT D****ASSIGNED GOVERNMENT PERSONAL PROPERTY**

Government personal property is assigned to the Concessioner for the purposes of this Contract as follows:

<b>Property Number</b>	<b>Description of Item</b>	<b>Quantity</b>
	Barn stall mat (4' x 6' x 3/4")	230

This Exhibit will be revised as appropriate during the term of the contract.

Approved, effective April 15, 2020

By:



Gay E. Vietzke  
Regional Director, Interior Region 1  
National Park Service



## United States Department of the Interior

NATIONAL PARK SERVICE  
Interior Region I, North Atlantic - Appalachian  
1234 Market Street - 20<sup>th</sup> Floor  
Philadelphia, PA 19107

IN REPLY REFER TO:

5.A. (NERO-Concessions)

Mr. Michael E. Carpenter, President  
Carriages of Acadia, Inc.  
P.O. Box 1406  
Houlton, Maine 04730

Re: National Park Service Concession Contract No. CC-ACAD014-09

Dear Mr. Carpenter:

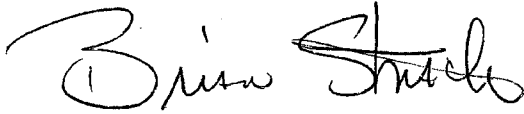
The National Park Service (NPS), after consideration of alternatives, has determined that an extension of NPS Concession Contract No. CC-ACAD014-09 (as it may be amended, "Contract") is necessary in order to avoid interruption of visitor services. This Contract provides operation of carriage tours and equestrian services within Acadia National Park.

Accordingly, under applicable provisions of the Contract that permit an extension of operations after expiration, the NPS hereby authorizes, subject to your execution of this letter of agreement ("Extension Agreement"), the extension of operations as described in the Contract through December 31, 2020 or until the effective date of a new contract, whichever comes first.

Please indicate your agreement to this extension by signing and dating in the space provided below and returning the fully executed letter to this office within 30 days of receipt. A copy of this letter is enclosed for your files. A pre-addressed envelope is also enclosed for your convenience. If you have any questions, or if we can provide

further assistance, contact Judy Bassett, Chief of Commercial Services, at 215-597-4903.

Sincerely,



for **Gay E. Vietzke**  
Regional Director

Agreed:



12/24/19

**Michael E. Carpenter**  
Authorized Representative  
Carriages of Acadia, Inc.

Date

Enclosures (2)

# United States Department of the Interior



NATIONAL PARK SERVICE  
Northeast Region  
1234 Market Street  
Philadelphia, PA 19107

DEC 17 2018

IN REPLY REFER TO:

5.A. (NERO-Concessions)

Mr. Michael E. Carpenter, President  
Carriages of Acadia, Inc.  
P.O. Box 1406  
Houlton, Maine 04730

Re: National Park Service Concession Contract No. CC-ACAD014-09


Dear Mr. Carpenter:

The National Park Service (NPS), after consideration of alternatives, has determined that an extension of NPS Concession Contract No. CC-ACAD014-09 (as it may be amended, "Contract") is necessary in order to avoid interruption of visitor services.

Accordingly, under applicable provisions of the Contract that permit an extension of operations after expiration, the NPS hereby authorizes, subject to your execution of this letter agreement ("Extension Agreement"), the extension of operations as described in the Contract through December 31, 2019 or until the effective date of a new contract, whichever comes first.

Please indicate your agreement to this extension by signing and dating in the space provided below and returning the fully-executed letter to this office within 30 days of receipt. A copy of this letter is enclosed for your files. A pre-addressed envelope is also enclosed for your convenience. If you have any questions, or if we can provide further assistance, contact Judy Bassett, Chief of Commercial Services, at 215-597-4903.

Sincerely,

  
Gay Vietzke  
Regional Director, Northeast Region

Agreed:

---

Michael E. Carpenter  
Authorized Representative  
Carriages of Acadia, Inc..  
Enclosures (2)

Date





# United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, N.W.

Washington, D.C. 20240

IN REPLY REFER TO:

MARCH 21, 2014

To: NPS Concessioners

From: Ben Erichsen, Chief of Commercial Services

Subject: ACAD014-09  
Suspension of the Collection of Concession Franchise Fees for October 2014

The National Park Service (NPS) recognizes that the unfortunate circumstances of the October 2013 Federal Government shutdown resulted in economic costs to our concession partners, including employee layoffs and lost revenue.

As a good faith effort to provide the opportunity to recover some of the economic losses, NPS Regional Directors have been authorized to forego the collection of concession franchise fees payments and special account contributions for the entire month of October 2014 from those concessioners who could have operated in October 2013, and did not, and who will operate in October 2014. This determination is done entirely within the discretion of the National Park Service and does not confer any right or entitlement to any entity or individual.

This letter informs you that you are eligible to forego your franchise fee payment and/or special account contribution for the month of October 2014. Please follow the attached guidance to ensure that you timely submit to the superintendent all appropriate paperwork and correctly complete your Annual Financial Report.

This directive applies to all NPS concessioners that were scheduled to conduct operations and were forced to close when the Federal Government shutdown occurred. Concessioners will have to pay required building use fees and fund required repair and maintenance reserves. It will not apply to any new concessioners that started operations after October 17, 2013.

This action demonstrates our concern for your business. It is not meant to make you whole. It is, however, after considerable analysis, the most fair, across the board gesture the NPS could devise as we continue in service to our visitors.

It is important that you carefully read and follow the directions on the attached forms to remain eligible for this directive. If you have any questions regarding this guidance, please send an email to [commercial\\_services@nps.gov](mailto:commercial_services@nps.gov).

**Amendment No. One**  
**Concession Contract No. CC-ACAD014-09**  
**Carriages of Acadia, Inc.**

**This Amendment** is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the Northeast Region, hereinafter referred to as the "Director" and Carriages of Acadia, Inc., a corporation organized and existing under the laws of the State of Maine, hereinafter referred to as the "Concessioner":

**WITNESSETH:**

**THAT WHEREAS**, the Director and the Concessioner entered into Concession Contract No. CC-ACAD014-09, whereby the Concessioner was authorized to operate Wildwood Stables for the public within Acadia National Park covering the period January 1, 2009 through December 31, 2018; and

**WHEREAS**, Section 3(1)(a)(ii)(a) of Concession Contract No. CC-ACAD014-09, requires the Concessioner to provide the service of "Horse Boarding: Boarding shall include per night vehicle parking, stall, water; and initial bag of wood shavings;" and

**WHEREAS**, Section 3(1)(a)(ii)(d) of Concession Contract No. CC-ACAD014-09, requires the Concessioner to provide the service of "Hay and Wood Shavings: Provide for sale (rates subject to Superintendent approval);" and

**WHEREAS**, in order to provide comparability of services with similar businesses in the region the Concessioner would have to construct an unduly complex fee structure under the current contract terms; and

**WHEREAS**, the Concessioner and Director both support providing the visitor with simple, clear choices of services; and

**WHEREAS**, the visitors will continue to have the same services available under contract terms that do not require the Concessioner to provide an initial bag of wood shavings with its Horse Boarding service.


**NOW THEREFORE**, pursuant to the authority contained in the Acts of August 25, 1916 (16 U.S.C. 1, 2-4), and November 13, 1998 (Pub. L. 105-391), and other laws that supplement and amend the Acts, the Director and the Concessioner agree as follows:

1. Amend Section 3(1)(a)(ii)(a) of Concession Contract No. CC-ACAD014-09, to delete the words "and initial bag of wood shavings."

In all other respects the said Concession Contract is hereby ratified and confirmed.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have executed this Agreement as of the 13<sup>th</sup> day of May, 2010.


**CONCESSIONER**

BY   
Michael E. Carpenter  
President  
Carriages of Acadia, Inc.

**UNITED STATES OF AMERICA**

BY   
Dennis R. Reidenbach  
Regional Director, Northeast Region  
National Park Service

**ATTEST:**

BY   
Sherry Soody  
Printed Name  
Notary Public  
Title

**CATEGORY II CONTRACT**

**UNITED STATES DEPARTMENT OF THE INTERIOR**

**NATIONAL PARK SERVICE**

**ACADIA NATIONAL PARK**

**OPERATION OF CARRIAGE TOURS AND EQUESTRIAN SERVICES**

**CARRIAGES OF ACADIA, INC.**

**P.O. BOX 1406**

**HOULTON, MAINE 04730**

**(207) 532-2232**

**CONCESSION CONTRACT NO. CC-ACAD014-09**

**COVERING THE PERIOD**

**JANUARY 1, 2009 THROUGH DECEMBER 31, 2018**

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This Contract is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service, through the Regional Director of the Northeast Region, (hereinafter referred to as the "Director"), and Carriages of Acadia, Inc., a corporation organized and existing under the laws of the State of Maine (hereinafter referred to as the "Concessioner"):

#### **WITNESSETH:**

**THAT WHEREAS**, Acadia National Park is administered by the Director as a unit of the national park system to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such Area unimpaired for the enjoyment of future generations; and

**WHEREAS**, to accomplish these purposes, the Director has determined that certain visitor services are necessary and appropriate for the public use and enjoyment of the Area and should be provided for the public visiting the Area; and

**WHEREAS**, the Director desires the Concessioner to establish and operate these visitor services at reasonable rates under the supervision and regulation of the Director; and

**WHEREAS**, the Director desires the Concessioner to conduct these visitor services in a manner that demonstrates sound environmental management, stewardship, and leadership;

**NOW, THEREFORE**, pursuant to the authority contained in the Acts of August 25, 1916 (16 USC 1, 2-4), and November 13, 1998 (Public Law 105-391), and other laws that supplement and amend the Acts, the Director and the Concessioner agree as follows:

#### **SECTION 1. TERM OF CONTRACT**

This Concession Contract No. CC-ACAD014-09 ("Contract") shall be effective as of January 1, 2009 and shall be for a term of ten (10) years until its expiration on December 31, 2018.

#### **SECTION 2. DEFINITIONS**

The following terms used in this Contract will have the following meanings, which apply to both the singular and the plural forms of the defined terms:

- (a) "Applicable Laws" means the laws of Congress governing the Area, including, but not limited to, the rules, regulations, requirements and policies promulgated under those laws (e.g., 36 CFR Part 51), whether now in force, or amended, enacted or promulgated in the future, including, without limitation, federal, state and local laws, rules, regulations, requirements and policies governing nondiscrimination, protection of the environment and protection of public health and safety.
- (b) "Area" means the property within the boundaries of Acadia National Park.
- (c) "Best Management Practices" or "BMP's" are policies and practices that apply the most current and advanced means and technologies available to the Concessioner to undertake and maintain a superior level of environmental performance reasonable in light of the circumstances of the operations conducted under this Contract. BMP's are expected to change from time to time as technology evolves with a goal of sustainability of the Concessioner's operations. Sustainability of operations refers to operations that have a restorative or net positive impact on the environment.

- (d) "Concession Facilities" shall mean all Area lands assigned to the Concessioner under this Contract and all real property improvements assigned to the Concessioner under this Contract. The United States retains title and ownership to all Concession Facilities.
- (e) "Days" shall mean calendar days.
- (f) "Director" means the Director of the National Park Service, acting on behalf of the Secretary of the Interior and the United States, and his duly authorized representatives.
- (g) "Exhibit" or "Exhibits" shall mean the various exhibits, which are attached to this Contract, each of which is hereby made a part of this Contract.
- (h) "Gross receipts" means the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this Contract, including gross receipts of subconcessioners as herein defined, commissions earned on contracts or agreements with other persons or companies operating in the Area, and gross receipts earned from electronic media sales, but excluding:
- (1) Intracompany earnings on account of charges to other departments of the operation (such as laundry);
  - (2) Charges for employees' meals, lodgings, and transportation;
  - (3) Cash discounts on purchases;
  - (4) Cash discounts on sales;
  - (5) Returned sales and allowances;
  - (6) Interest on money loaned or in bank accounts;
  - (7) Income from investments;
  - (8) Income from subsidiary companies outside of the Area;
  - (9) Sale of property other than that purchased in the regular course of business for the purpose of resale;
  - (10) Sales and excise taxes that are added as separate charges to sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid government agencies;
  - (11) Receipts from the sale of handicrafts that have been approved for sale by the Director as constituting authentic American Indian, Alaskan Native, Native Samoan, or Native Hawaiian handicrafts.

All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts.

- (i) "Gross receipts of subconcessioners" means the total amount received or realized by, or accruing to, subconcessioners from all sources, as a result of the exercise of the rights conferred by a subconcession contract. A subconcessioner will report all of its gross receipts to the Concessioner without allowances, exclusions, or deductions of any kind or nature.
- (j) "Subconcessioner" means a third party that, with the approval of the Director, has been granted by a Concessioner rights to operate under a Concession Contract (or any portion thereof), whether in consideration of a percentage of revenues or otherwise.
- (k) "Superintendent" means the manager of Acadia National Park.



- (l) "Visitor services" means the accommodations, facilities and services that the Concessioner is required and/or authorized to provide by Section 3(a) of this Contract.

### SECTION 3. SERVICES AND OPERATIONS

#### 1) Required and Authorized Visitor Services

During the term of this Contract, the Director requires and authorizes the Concessioner to provide the following visitor services for the public within the Area:

- a) Required Visitor Services. The Concessioner is required to provide the following Visitor Services during the term of this Contract:
- (i) Carriage tours: Fully narrated as approved by the Superintendent, seasonal horse-drawn carriage tours, including private charters, along the Park's historic carriage roads. The schedule of operation is described in Exhibit A, Operating Plan.
  - (ii) Equestrian Services:
    - a. Horse Boarding: Boarding shall include per night vehicle parking, stall, water; and initial bag of wood shavings.
    - b. Day Use: Provide vehicle parking, loading and unloading area, and water for horses.
    - c. Equestrian Camp: Operate and maintain a ten-site camp area in conjunction with boarding, located near the stable, within Concessioner's land assignment.
    - d. Hay and Wood Shavings: Provide for sale (rates subject to Superintendent approval).
  - (iii) Reservation System: Telephone, web-based and facsimile reservation system from, at a minimum, January 1 until Columbus Day.
- b) Authorized Visitor Services. The Concessioner is authorized, but not required, to provide the following Visitor Services during the term of this Contract:
- (i) Vending: Sales of water, non-alcoholic beverages, and snacks. The Park Superintendent shall approve the location and number of machines, type of offerings, and rates charged prior to installation.
  - (ii) Other Merchandise Services: Sale of visitor convenience items such as batteries and film, as approved by Superintendent.
  - (iii) Guide Books & Maps: Written material that is directly related to the carriage road experience.

#### 2) Operation and Quality of Operation

The Concessioner shall provide, operate, and maintain the required and authorized visitor services and any related support facilities and services in accordance with this Contract to such an extent and in a manner considered satisfactory by the Director. Except for any such items that may be provided to the Concessioner by the Director, the Concessioner shall provide the plant, personnel, equipment, goods, and commodities necessary for providing, operating and maintaining the required and authorized visitor services in accordance with this Contract. The Concessioner's authority to provide visitor services under the terms of this Contract is non-exclusive.

#### 3) Operating Plan

The Director, acting through the Superintendent, shall establish and revise, as necessary, specific requirements for the operations of the Concessioner under this Contract in the form of an Operating Plan (including, without limitation, a risk management program, that must be adhered to by the Concessioner). The initial Operating Plan is attached to this Contract as Exhibit A. The Director in

his discretion, after consultation with the Concessioner, may make reasonable modifications to the initial Operating Plan that are in furtherance of the purposes of this Contract and are not inconsistent with the terms and conditions of the main body of this Contract.

#### **4) Merchandise and Services**

- a) The Director reserves the right to determine and control the nature, type and quality of the visitor services described in this Contract, including, but not limited to, the nature, type, and quality of merchandise, if any, to be sold or provided by the Concessioner within the Area.
- b) All promotional material, regardless of media format (i.e. printed, electronic, broadcast media), provided to the public by the Concessioner in connection with the services provided under this Contract must be approved in writing by the Director prior to use. All such material will identify the Concessioner as an authorized Concessioner of the National Park Service, Department of the Interior.
- c) The Concessioner, where applicable, will develop and implement a plan satisfactory to the Director that will assure that gift merchandise, if any, to be sold or provided reflects the purpose and significance of the Area, including, but not limited to, merchandise that reflects the conservation of the Area's resources or the Area's geology, wildlife, plant life, archeology, local Native American culture, local ethnic culture, and historic significance.

#### **5) Rates**

All rates and charges to the public by the Concessioner for visitor services shall be reasonable and appropriate for the type and quality of facilities and/or services required and/or authorized under this Contract. The Concessioner's rates and charges to the public must be approved by the Director in accordance with Applicable Laws and guidelines promulgated by the Director from time to time.

#### **6) Impartiality as to Rates and Services**

- a) Subject to Section (f)(2) and (f)(3), in providing visitor services, the Concessioner must require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner shall comply with all Applicable Laws relating to nondiscrimination in providing visitor services to the public including, without limitation, those set forth in Exhibit B.
- b) The Concessioner may grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted under this Contract. However, the Director reserves the right to review and modify the Concessioner's complimentary or reduced rate policies and practices as part of its rate approval process.
- c) The Concessioner will provide Federal employees conducting official business reduced rates for lodging, essential transportation and other specified services necessary for conducting official business in accordance with guidelines established by the Director. Complimentary or reduced rates and charges shall otherwise not be provided to Federal employees by the Concessioner except to the extent that they are equally available to the general public.

### **SECTION 4. CONCESSIONER PERSONNEL**

#### **(a) Employees**

- (1) The Concessioner shall provide all personnel necessary to provide the visitor services required and authorized by this Contract.
- (2) The Concessioner shall comply with all Applicable Laws relating to employment and employment conditions, including, without limitation, those set forth in Exhibit B.

- (3) The Concessioner shall ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public. The Concessioner shall have its employees who come in direct contact with the public, so far as practicable, wear a uniform or badge by which they may be identified as the employees of the Concessioner.
- (4) The Concessioner shall establish pre-employment screening, hiring, training, employment, termination and other policies and procedures for the purpose of providing visitor services through its employees in an efficient and effective manner and for the purpose of maintaining a healthful, law abiding, and safe working environment for its employees. The Concessioner shall conduct appropriate background reviews of applicants to whom an offer for employment may be extended to assure that they conform to the hiring policies established by the Concessioner.
- (5) The Concessioner shall ensure that its employees are provided the training needed to provide quality visitor services and to maintain up-to-date job skills.
- (6) 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 correct the situation.
- (7) The Concessioner shall maintain, to the greatest extent possible, a drug free environment, both in the workplace and in any Concessioner employee housing, within the Area.
- (8) The Concessioner shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and in the Area, and specifying the actions that will be taken against employees for violating this prohibition. In addition, the Concessioner shall establish a drug-free awareness program to inform employees about the danger of drug abuse in the workplace and the Area, the availability of drug counseling, rehabilitation and employee assistance programs, and the Concessioner's policy of maintaining a drug-free environment both in the workplace and in the Area.
- (9) The Concessioner shall take appropriate personnel action, up to and including termination or requiring satisfactory participation in a drug abuse or rehabilitation program which is approved by a Federal, State, or local health, law enforcement or other appropriate agency, for any employee that is found to be in violation of the prohibition on the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

**(b) Employee Housing and Recreation**

- (1) If the Concessioner is required to provide employee housing under this Contract, the Concessioner's charges to its employees for this housing must be reasonable.
- (2) If the visitor services required and/or authorized under this Contract are located in a remote or isolated area, the Concessioner shall provide appropriate employee recreational activities.

**SECTION 5. LEGAL, REGULATORY, AND POLICY COMPLIANCE**

**(a) Legal, Regulatory and Policy Compliance**

This Contract, operations hereunder by the Concessioner and the administration of it by the Director, shall be subject to all Applicable Laws. The Concessioner must comply with all Applicable Laws in fulfilling its obligations under this Contract at the Concessioner's sole cost and expense. Certain Applicable Laws governing protection of the environment are further described in this Contract. Certain Applicable Laws relating to nondiscrimination in employment and providing accessible facilities and services to the public are further described in this Contract.

**(b) Notice**

The Concessioner shall give the Director immediate written notice of any violation of Applicable Laws by the Concessioner, including its employees, agents or contractors, and, at its sole cost and expense, must promptly rectify any such violation.

**(c) How and Where to Send Notice**

All notices required by this Contract shall be in writing and shall be served on the parties at the following addresses. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices sent to the Director shall be sent to the following address:

Superintendent  
Acadia National Park  
P.O. Box 177  
Bar Harbor, ME 04609

Notices sent to the Concessioner shall be sent to the following address:

Michael Carpenter  
President  
Carriages of Acadia, Inc.  
P.O. Box 1406  
Houlton, ME 04730

**SECTION 6. ENVIRONMENTAL AND CULTURAL PROTECTION****(a) Environmental Management Objectives**

The Concessioner shall meet the following environmental management objectives (hereinafter "Environmental Management Objectives") in the conduct of its operations under this Contract:

- (1) The Concessioner, including its employees, agents and contractors, shall comply with all Applicable Laws pertaining to the protection of human health and the environment.
- (2) The Concessioner shall incorporate Best Management Practices (BMP's) in its operation, construction, maintenance, acquisition, provision of visitor services, and other activities under this Contract.

**(b) Environmental Management Program**

- (1) The Concessioner shall develop, document, implement, and comply fully with, to the satisfaction of the Director, a comprehensive written Environmental Management Program (EMP) to achieve the Environmental Management Objectives. The initial EMP shall be developed and submitted to the Director for approval within sixty days of the effective date of this Contract. The Concessioner shall submit to the Director for approval a proposed updated EMP annually.
- (2) The EMP shall account for all activities with potential environmental impacts conducted by the Concessioner or to which the Concessioner contributes. The scope and complexity of the EMP may vary based on the type, size and number of Concessioner activities under this Contract.
- (3) The EMP shall include, without limitation, the following elements:
  - (i) Policy. The EMP shall provide a clear statement of the Concessioner's commitment to the Environmental Management Objectives.
  - (ii) Goals and Targets. The EMP shall identify environmental goals established by the Concessioner consistent with all Environmental Management Objectives. The EMP shall

also identify specific targets (i.e. measurable results and schedules) to achieve these goals.

- (iii) Responsibilities and Accountability. The EMP shall identify environmental responsibilities for Concessioner employees and contractors. The EMP shall include the designation of an environmental program manager. The EMP shall include procedures for the Concessioner to implement the evaluation of employee and contractor performance against these environmental responsibilities.
- (iv) Documentation. The EMP shall identify plans, procedures, manuals, and other documentation maintained by the Concessioner to meet the Environmental Management Objectives.
- (v) Documentation Control and Information Management System. The EMP shall describe (and implement) document control and information management systems to maintain knowledge of Applicable Laws and BMP's. In addition, the EMP shall identify how the Concessioner will manage environmental information, including without limitation, plans, permits, certifications, reports, and correspondence.
- (vi) Reporting. The EMP shall describe (and implement) a system for reporting environmental information on a routine and emergency basis, including providing reports to the Director under this Contract.
- (vii) Communication. The EMP shall describe how the environmental policy, goals, targets, responsibilities and procedures will be communicated throughout the Concessioner's organization.
- (viii) Training. The EMP shall describe the environmental training program for the Concessioner, including identification of staff to be trained, training subjects, frequency of training and how training will be documented.
- (ix) Monitoring, Measurement, and Corrective Action. The EMP shall describe how the Concessioner will comply with the EMP and how the Concessioner will self-assess its performance under the EMP, a least annually, in a manner consistent with NPS protocol regarding audit of NPS operations. The self-assessment should ensure the Concessioner's conformance with the Environmental Management Objectives and measure performance against environmental goals and targets. The EMP shall also describe procedures to be taken by the Concessioner to correct any deficiencies identified by the self-assessment.

**(c) Environmental Performance Measurement**

The Concessioner shall be evaluated by the Director on its environmental performance under this Contract, including, without limitation, compliance with the approved EMP, on at least an annual basis.

**(d) Environmental Data, Reports, Notifications, and Approvals**

- (1) Inventory of Hazardous Substances and Inventory of Waste Streams. The Concessioner shall submit to the Director, at least annually, an inventory of federal Occupational Safety and Health Administration (OSHA) designated hazardous chemicals used and stored in the Area by the Concessioner. The Director may prohibit the use of any OSHA hazardous chemical by the Concessioner in operations under this Contract. The Concessioner shall obtain the Director's approval prior to using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in operations under this Contract. The Concessioner shall also submit to the Director, at least annually, an inventory of all waste streams generated by the Concessioner under this Contract. Such inventory shall

include any documents, reports, monitoring data, manifests, and other documentation required by Applicable Laws regarding waste streams.

- (2) Reports. The Concessioner shall submit to the Director copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to regulatory agencies. The Concessioner shall also submit to the Director any environmental plans for which coordination with Area operations are necessary and appropriate, as determined by the Director in accordance with Applicable Laws.
- (3) Notification of Releases. The Concessioner shall give the Director immediate written notice of any discharge, release or threatened release (as these terms are defined by Applicable Laws) within or at the vicinity of the Area, (whether solid, semi-solid, liquid or gaseous in nature) of any hazardous or toxic substance, material, or waste of any kind, including, without limitation, building materials such as asbestos, or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product.
- (4) Notice of Violation. The Concessioner shall give the Director in writing immediate notice of any written threatened or actual notice of violation from other regulatory agencies of any Applicable Law arising out of the activities of the Concessioner, its agents or employees.
- (5) Communication with Regulatory Agencies. The Concessioner shall provide timely written advance notice to the Director of communications, including without limitation: meetings, audits, inspections, hearings and other proceedings, between regulatory agencies and the Concessioner related to compliance with Applicable Laws concerning operations under this Contract. The Concessioner shall also provide to the Director any written materials prepared or received by the Concessioner in advance of or subsequent to any such communications. The Concessioner shall allow the Director to participate in any such communications. The Concessioner shall also provide timely notice to the Director following any unplanned communications between regulatory agencies and the Concessioner.

**(e) Corrective Action**

- (1) The Concessioner, at its sole cost and expense, shall promptly control and contain any discharge, release or threatened release, as set forth in this section, or any threatened or actual violation, as set forth in this section, arising in connection with the Concessioner's operations under this Contract, including, but not limited to, payment of any fines or penalties imposed by appropriate agencies. Following the prompt control or containment of any release, discharge or violation, the Concessioner shall take all response actions necessary to remediate the release, discharge or violation, and to protect human health and the environment.
- (2) Even if not specifically required by Applicable Laws, the Concessioner shall comply with directives of the Director to clean up or remove any materials, product or by-product used, handled, stored, disposed, or transported onto or into the Area by the Concessioner to ensure that the Area remains in good condition.

**(f) Indemnification and Cost Recovery for Concessioner Environmental Activities**

- (1) The Concessioner shall indemnify the United States in accordance with Section 11 of this Contract from all losses, claims, damages, environmental injuries, expenses, response costs, allegations or judgments (including, without limitation, fines and penalties) and expenses (including, without limitation, attorneys fees and experts' fees) arising out of the activities of the Concessioner, its employees, agents and contractors pursuant to this section. Such indemnification shall survive termination or expiration of this Contract.
- (2) If the Concessioner does not promptly contain and remediate an unauthorized discharge or release arising out of the activities of the Concessioner, its employees, agents and contractors, as set forth in this section, or correct any environmental self-assessment finding of

non-compliance, in full compliance with Applicable Laws, the Director may, in its sole discretion and after notice to the Concessioner, take any such action consistent with Applicable Laws as the Director deems necessary to abate, mitigate, remediate, or otherwise respond to such release or discharge, or take corrective action on the environmental self-assessment finding. The Concessioner shall be liable for and shall pay to the Director any costs of the Director associated with such action upon demand. Nothing in this section shall preclude the Concessioner from seeking to recover costs from a responsible third party.

**(g) Weed and Pest Management**

The Concessioner shall be responsible for managing weeds, and through an integrated pest management program, harmful insects, rats, mice and other pests on Concession Facilities assigned to the Concessioner under this Contract. All such weed and pest management activities shall be in accordance with Applicable Laws and guidelines established by the Director.

**(h) Protection of Cultural and Archeological Resources**

The Concessioner shall ensure that any protected sites and archeological resources within the Area are not disturbed or damaged by the Concessioner, including the Concessioner's employees, agents and contractors, except in accordance with Applicable Laws, and only with the prior approval of the Director. Discoveries of any archeological resources by the Concessioner shall be promptly reported to the Director. The Concessioner shall cease work or other disturbance which may impact any protected site or archeological resource until the Director grants approval, upon such terms and conditions as the Director deems necessary, to continue such work or other disturbance.

**SECTION 7. INTERPRETATION OF AREA RESOURCES**

**(a) Concessioner Obligations**

- (1) The Concessioner shall provide all visitor services in a manner that is consistent with and supportive of the interpretive themes, goals and objectives of the Area as reflected in Area planning documents, mission statements and/or interpretive prospectuses.
- (2) The Concessioner may assist in Area interpretation at the request of the Director to enhance visitor enjoyment of the Area. Any additional visitor services that may result from this assistance must be recognized in writing through written amendment of Section 3 of this Contract.
- (3) The Concessioner is encouraged to develop interpretive materials or means to educate visitors about environmental programs or initiatives implemented by the Concessioner.

**(b) Director Review of Content**

The Concessioner must submit the proposed content of any interpretive programs, exhibits, displays or materials, regardless of media format (i.e. printed, electronic, or broadcast media), to the Director for review and approval prior to offering such programs, exhibits, displays or materials to Area visitors.

**SECTION 8. CONCESSION FACILITIES USED IN OPERATION BY THE CONCESSIONER**

**(a) Assignment of Concession Facilities**

- (1) The Director hereby assigns Concession Facilities as described in Exhibit C to the Concessioner for the purposes of this Contract. The Concessioner shall not be authorized to construct any Capital Improvements (as defined in Applicable Laws including without limitation 36 CFR Part 51) upon Area lands. The Concessioner shall not obtain a Leasehold

Surrender Interest or other compensable interest in Capital Improvements constructed or installed in violation of this Contract.

- (2) The Director shall from time to time amend Exhibit C to reflect changes in Concession Facilities assigned to the Concessioner.

**(b) Concession Facilities Withdrawals**

The Director may withdraw all or portions of these Concession Facilities assignments at any time during the term of this Contract if:

- (1) The withdrawal is necessary for the purpose of conserving, preserving or protecting Area resources or visitor enjoyment or safety;
- (2) The operations utilizing the assigned Concession Facilities have been terminated or suspended by the Director; or
- (3) Land or real property improvements assigned to the Concessioner are no longer necessary for the concession operation.

**(c) Effect of Withdrawal**

Any permanent withdrawal of assigned Concession Facilities which the Director or the Concessioner considers to be essential for the Concessioner to provide the visitor services required by this Contract will be treated as a termination of this Contract pursuant to Section 15. No compensation is due the Concessioner in these circumstances.

**(d) Right of Entry**

The Director shall have the right at any time to enter upon or into the Concession Facilities assigned to the Concessioner under this Contract for any purpose he may deem necessary for the administration of the Area.

**(e) Personal Property**

- (1) Personal Property Provided by the Concessioner. The Concessioner shall provide all personal property, including without limitation removable equipment, furniture and goods, necessary for its operations under this Contract, unless such personal property is provided by the Director as set forth in subsection (e)(2).
- (2) Personal Property Provided by the Government. The Director may provide certain items of government personal property, including without limitation removable equipment, furniture and goods, for the Concessioner's use in the performance of this Contract. The Director hereby assigns government personal property listed in Exhibit D to the Concessioner as of the effective date of this Contract. This Exhibit D will be modified from time to time by the Director as items may be withdrawn or additional items added. The Concessioner shall be accountable to the Director for the government personal property assigned to it and shall be responsible for maintaining the property as necessary to keep it in good and operable condition. If the property ceases to be serviceable, it shall be returned to the Director for disposition.

**(f) Condition of Concession Facilities**

The Concessioner has inspected the Concession Facilities and any assigned government personal property, is thoroughly acquainted with their condition, and accepts the Concession Facilities, and any assigned government personal property, "as is."



**(g) Utilities Provided by the Director**

The Director may provide utilities to the Concessioner for use in connection with the operations required or authorized hereunder when available and at rates to be determined in accordance with Applicable Laws.

**(h) Utilities Not Provided by the Director**

If the Director does not provide utilities to the Concessioner, the Concessioner shall, with the written approval of the Director and under any requirements that the Director shall prescribe, secure necessary utilities at its own expense from sources outside the Area or shall install the utilities within the Area with the written permission of the Director, subject to the following conditions:

- (1) Any water rights deemed necessary by the Concessioner for use of water on Area or other federal lands must be acquired at the Concessioner's expense in accordance with applicable State procedures and law. Upon expiration or termination of this Contract for any reason, the Concessioner must assign these water rights to the United States without compensation, and these water rights will become the property of the United States;
- (2) If requested by the Director, the Concessioner must provide to the Director any utility service provided by the Concessioner under this section to such extent as will not unreasonably restrict anticipated use by the Concessioner. Unless otherwise agreed by the Concessioner and the Director in writing, the rate per unit charged the Director for such service shall be approximately the average cost per unit of providing such service; and
- (3) All appliances and machinery to be used in connection with the privileges granted in this subsection, as well as the plans for location and installation of such appliances and machinery, shall first be approved by the Director.

**SECTION 9. MAINTENANCE****(a) Maintenance Obligation**

Subject to the limitations set forth in Section 8(a)(1) of this Contract, the Concessioner shall be solely responsible for maintenance, repairs, housekeeping, and grounds keeping for all Concession Facilities to the satisfaction of the Director.

**(b) Maintenance Plan**

For these purposes, the Director, acting through the Superintendent, shall undertake appropriate inspections, and shall establish and revise, as necessary, a Maintenance Plan consisting of specific maintenance requirements which shall be adhered to by the Concessioner. The Director in his discretion may make reasonable modifications to the Maintenance Plan from time to time after consultation with the Concessioner. Such modifications shall be in furtherance of the purposes of this Contract and shall not be inconsistent with the terms and conditions of the main body of this Contract.

**SECTION 10. FEES****(a) Franchise Fee**

- (1) For the term of this Contract, the Concessioner shall pay to the Director for the privileges granted under this Contract a franchise fee equal to ten percent (10%) of the Concessioner's gross receipts for the preceding year or portion of a year.
- (2) Neither the Concessioner nor the Director shall have a right to an adjustment of the fees except as provided below. The Concessioner has no right to waiver of the fee under any circumstances.

**(b) Payments Due**

- (1) The franchise fee shall be due on a monthly basis at the end of each month and shall be paid by the Concessioner in such a manner that the Director shall receive payment within fifteen (15) days after the last day of each month that the Concessioner operates. This monthly payment shall include the franchise fee equal to the specified percentage of gross receipts for the preceding month.
- (2) The Concessioner shall pay any additional fee amounts due at the end of the operating year as a result of adjustments at the time of submission of the Concessioner's Annual Financial Report. Overpayments shall be offset against the following year's fees. In the event of termination or expiration of this Contract, overpayments will first be offset against any amounts due and owing the Government, and the remainder will be paid to the Concessioner.
- (3) All franchise fee payments consisting of \$10,000 or more, shall be deposited electronically by the Concessioner using the Treasury Financial Communications System.

**(c) Interest**

An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (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 as published quarterly in the Treasury Fiscal Requirements Manual. The Director may also impose penalties for late payment to the extent authorized by Applicable Law.

**(d) Adjustment of Franchise Fee**

- (1) The Concessioner or the Director may request, in the event that either considers that extraordinary, unanticipated changes have occurred after the effective date of this Contract, a reconsideration and possible subsequent adjustment of the franchise fee established in this section. For the purposes of this section, the phrase "extraordinary, unanticipated changes" shall mean extraordinary, unanticipated changes from the conditions existing or reasonably anticipated before the effective date of this Contract which have or will significantly affect the probable value of the privileges granted to the Concessioner by this Contract. For the purposes of this section, the phrase "probable value" means a reasonable opportunity for net profit in relation to capital invested and the obligations of this Contract.
- (2) The Concessioner or the Director must make a request for a reconsideration by mailing, within sixty (60) days from the date that the party becomes aware, or should have become aware, of the possible extraordinary, unanticipated changes, a written notice to the other party that includes a description of the possible extraordinary, unanticipated changes and why the party believes they have affected or will significantly affect the probable value of the privileges granted by this Contract.
- (3) If the Concessioner and the Director agree that extraordinary, unanticipated changes have occurred, the Concessioner and the Director will undertake good faith negotiations as to an appropriate adjustment of the franchise fee.
- (4) The negotiation will last for a period of sixty (60) days from the date the Concessioner and the Director agree that extraordinary, unanticipated changes occurred. If the negotiation results in agreement as to an adjustment (up or down) of the franchise fee within this period, the franchise fee will be adjusted accordingly, prospectively as of the date of agreement.
- (5) If the negotiation does not result in agreement as to the adjustment of the franchise fee within this sixty (60) day period, then either the Concessioner or the Director may request binding arbitration to determine the adjustment to franchise fee in accordance with this section. Such

- a request for arbitration must be made by mailing written notice to the other party within fifteen (15) days of the expiration of the sixty (60) day period.
- (6) Within thirty (30) days of receipt of such a written notice, the Concessioner and the Director shall each select an arbiter. These two arbiters, within thirty (30) days of selection, must agree to the selection of a third arbiter to complete the arbitration panel. Unless otherwise agreed by the parties, the arbitration panel shall establish the procedures of the arbitration. Such procedures must provide each party a fair and equal opportunity to present its position on the matter to the arbitration panel.
  - (7) The arbitration panel shall consider the written submissions and any oral presentations made by the Concessioner and the Director and provide its decision on an adjusted franchise fee (up, down or unchanged) that is consistent with the probable value of the privileges granted by this Contract within sixty (60) days of the presentations.
  - (8) Any adjustment to the franchise fee resulting from this section shall be prospective only.
  - (9) Any adjustment to the franchise fee will be embodied in an amendment to this Contract.
  - (10) During the pendency of the process described in this section, the Concessioner shall continue to make the established franchise fee payments required by this Contract.

## **SECTION 11. INDEMNIFICATION AND INSURANCE**

### **(a) Indemnification**

The Concessioner agrees to assume liability for and does hereby agree to save, hold harmless, protect, defend and indemnify the United States of America, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys fees and experts' fees) of any kind and nature whatsoever 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, in any way connected with or arising out of the activities of the Concessioner, its employees, agents or contractors under this Contract. This indemnification shall survive the termination or expiration of this Contract.

### **(b) Insurance in General**

- (1) The Concessioner shall obtain and maintain during the entire term of this Contract at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of this Contract as determined by the Director. The initial insurance requirements are set forth below and in Exhibit G. Any changed or additional requirements that the Director determines necessary must be reasonable and consistent with the types and coverage amounts of insurance a prudent businessperson would purchase in similar circumstances. The Director shall approve the types and amounts of insurance coverage purchased by the Concessioner.
- (2) The Director will not be responsible for any omissions or inadequacies of insurance coverage and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.
- (3) At the request of the Director, the Concessioner shall at the time insurance is first purchased and annually thereafter, provide the Director with a Certificate of Insurance that accurately details the conditions of the policy as evidence of compliance with this section. The Concessioner shall provide the Director immediate written notice of any material change in the Concessioner's insurance program hereunder, including without limitation, cancellation of any required insurance coverage.

**(c) Commercial Public Liability**

- (1) The Concessioner shall provide commercial general liability insurance against claims arising out of or resulting from the acts or omissions of the Concessioner or its employees, agents or contractors, in carrying out the activities and operations required and/or authorized under this Contract.
- (2) This insurance shall be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this Contract, as more specifically set forth in Exhibit F. Furthermore, the commercial general liability package shall provide no less than the coverage and limits described in Exhibit F.
- (3) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America and shall provide that the United States of America is named an additional insured.
- (4) From time to time, as conditions in the insurance industry warrant, the Director may modify Exhibit F to revise the minimum required limits or to require additional types of insurance, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

**(d) Property Insurance**

- (1) In the event of damage or destruction, the Concessioner will repair or replace those Concession Facilities and personal property utilized by the Concessioner in the performance of the Concessioner's obligations under this Contract.
- (2) For this purpose, the Concessioner shall provide fire and extended insurance coverage on Concession Facilities for all or part of their replacement cost as specified in Exhibit F in amounts no less than the Director may require during the term of the Contract. The minimum values currently in effect are set forth in Exhibit F.
- (3) Commercial property insurance shall provide for the Concessioner and the United States of America to be named insured as their interests may appear.
- (4) In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concession Facilities and/or personal property utilized in the Concessioner's operations under this Contract, as directed by the Director. Policies may not contain provisions limiting insurance proceeds to in situ replacement. The lien provision of Section 12 shall apply to such insurance proceeds. The Concessioner shall not be relieved of its obligations under subsection (d)(1) because insurance proceeds are not sufficient to repair or replace damaged or destroyed property.
- (5) Insurance policies that cover Concession Facilities shall contain a loss payable clause approved by the Director which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States. The use of insurance proceeds for repair or replacement of Concession Facilities will not alter their character as properties of the United States and, notwithstanding any provision of this Contract to the contrary, the Concessioner shall gain no ownership, Leasehold Surrender Interest (as defined in Applicable Laws including without limitation 36 CFR Part 51) or other compensable interest as a result of the use of these insurance proceeds.
- (6) The commercial property package shall include the coverage and amounts described in Exhibit F.

**SECTION 12. BONDS AND LIENS****(a) Bonds**

The Director may require the Concessioner to furnish appropriate forms of bonds in amounts reasonable in the circumstances and acceptable to the Director, in order to ensure faithful performance of the Concessioner's obligations under this Contract.

**(b) Lien**

As additional security for the faithful performance by the Concessioner of its obligations under this Contract, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe any such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the Area, including, but not limited to, all personal property of the Concessioner used in performance of the Contract hereunder within the Area.

**SECTION 13. ACCOUNTING RECORDS AND REPORTS****(a) Accounting System**

- (1) The Concessioner shall maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. Such accounting system shall be capable of providing the information required by this Contract, including but not limited to the Concessioner's repair and maintenance obligations. The Concessioner's system of accounts classification shall be directly related to the Concessioner Annual Financial Report Form issued by the Director.
- (2) If the Concessioner's annual gross receipts are \$500,000 or more, the Concessioner must use the accrual accounting method.
- (3) In computing net profits for any purposes of this Contract, the Concessioner shall keep its accounts in such manner that there can be no diversion or concealment of profits or expenses in the operations authorized under this Contract by means of arrangements for the procurement of equipment, merchandise, supplies or services from sources controlled by or under common ownership with the Concessioner or by any other device.

**(b) Annual Financial Report**

- (1) The Concessioner shall submit annually as soon as possible but not later than ninety (90) days after the last day of its fiscal year a financial statement for the preceding fiscal year or portion of a year as prescribed by the Director ("Concessioner Annual Financial Report").
- (2) If the annual gross receipts of the Concessioner are in excess of \$1,000,000, the financial statements shall be audited by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.
- (3) If annual gross receipts are between \$500,000, and \$1,000,000, the financial statements shall be reviewed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.
- (4) If annual gross receipts are less than \$500,000, the financial statements may be prepared without involvement by an independent Certified Public Accountant, unless otherwise directed by the Director.

**(c) Other Financial Reports**

**Balance Sheet.** Within ninety (90) days of the execution of this Contract or its effective date, whichever is later, the Concessioner shall submit to the Director a balance sheet as of the beginning date of the term of this Contract. The balance sheet shall be audited or reviewed, as determined by the annual gross receipts, by an independent Certified Public Accountant.

#### **SECTION 14. OTHER REPORTING REQUIREMENTS**

The following describes certain other reports required under this Contract:

**(a) Insurance Certification**

As specified in Section 11, the Concessioner shall, at the request of the Director, provide the Director with a Certificate of Insurance for all insurance coverage related to its operations under this Contract. The Concessioner shall give the Director immediate written notice of any material change in its insurance program, including without limitation, any cancellation of required insurance coverages.

**(b) Environmental Reporting**

The Concessioner shall submit environmental reports as specified in Section 6 of this Contract, and as otherwise required by the Director under the terms of this Contract.

**(c) Miscellaneous Reports and Data**

The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the Contract or otherwise, including, but not limited to, operational information.

#### **SECTION 15. SUSPENSION, TERMINATION, OR EXPIRATION**

**(a) Suspension**

The Director may temporarily suspend operations under this Contract in whole or in part in order to protect Area visitors or to protect, conserve and preserve Area resources. No compensation of any nature shall be due the Concessioner by the Director in the event of a suspension of operations, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the suspension.

**(b) Termination**

- (1) The Director may terminate this Contract at any time in order to protect Area visitors, protect, conserve, and preserve Area resources, or to limit visitor services in the Area to those that continue to be necessary and appropriate.
- (2) The Director may terminate this Contract if the Director determines that the Concessioner has materially breached any requirement of this Contract, including, but not limited to, the requirement to maintain and operate visitor services to the satisfaction of the Director, the requirement to provide only those visitor services required or authorized by the Director pursuant to this Contract, the requirement to pay the established franchise fee, the requirement to prepare and comply with an Environmental Management Program and the requirement to comply with Applicable Laws.
- (3) In the event of a breach of the Contract, the Director will provide the Concessioner an opportunity to cure by providing written notice to the Concessioner of the breach. In the event of a monetary breach, the Director will give the Concessioner a fifteen (15) day period to cure the breach. If the breach is not cured within that period, then the Director may terminate the Contract for default. In the event of a non-monetary breach, if the Director considers that the nature of the breach so permits, the Director will give the Concessioner thirty (30) days to cure the breach, or to provide a plan, to the satisfaction of the Director, to

cure the breach over a specified period of time. If the breach is not cured within this specified period of time, the Director may terminate the Contract for default. Notwithstanding this provision, repeated breaches (two or more) of the same nature shall be grounds for termination for default without a cure period. In the event of a breach of any nature, the Director may suspend the Concessioner's operations as appropriate in accordance with Section 15(a).

- (4) The Director may terminate this Contract upon the filing or the execution of a petition in bankruptcy by or against the Concessioner, a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, an assignment by the Concessioner for the benefit of creditors, a petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other process of law or equity. The Director may terminate this Contract if the Director determines that the Concessioner is unable to perform the terms of Contract due to bankruptcy or insolvency.
- (5) Termination of this Contract for any reason shall be by written notice to the Concessioner.

**(c) Notice of Bankruptcy or Insolvency**

The Concessioner must give the Director immediate notice (within five (5) days) after the filing of any petition in bankruptcy, filing any petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, or making any assignment for the benefit of creditors. The Concessioner must also give the Director immediate notice of any petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other process of law or equity. For purposes of the bankruptcy statutes, NPS considers that this Contract is not a lease but an executory contract exempt from inclusion in assets of Concessioner pursuant to 11 U.S.C. 365.

**(d) Requirements in the Event of Termination or Expiration**

- (1) In the event of termination of this Contract for any reason or expiration of this Contract, no compensation of any nature shall be due the Concessioner in the event of a termination or expiration of this Contract, including, but not limited to, compensation for losses based on lost income, profit, or the necessity to make expenditures as a result of the termination.
- (2) Upon termination of this Contract for any reason, or upon its expiration, and except as otherwise provided in this section, the Concessioner shall, at the Concessioner's expense, promptly vacate the Area, remove all of the Concessioner's personal property, repair any injury occasioned by installation or removal of such property, and ensure that Concession Facilities are in at least as good condition as they were at the beginning of the term of this Contract, reasonable wear and tear excepted. The removal of such personal property must occur within thirty (30) days after the termination of this Contract for any reason or its expiration (unless the Director in particular circumstances requires immediate removal). No compensation is due the Concessioner from the Director or a successor Concessioner for the Concessioner's personal property used in operations under this Contract. However, the Director or successor Concessioner may purchase such personal property from the Concessioner subject to mutually agreed upon terms. Personal property not removed from the Area by the Concessioner in accordance with the terms of this Contract shall be considered abandoned property subject to disposition by the Director, at full cost and expense of the Concessioner, in accordance with Applicable Laws. Any cost or expense incurred by the Director as a result of such disposition may be offset from any amounts owed to the Concessioner by the Director to the extent consistent with Applicable Laws. Any cost or

expense incurred by the Director as a result of such disposition may be offset from any amounts owed to the Concessioner by the Director to the extent consistent with Applicable Laws.

#### **SECTION 16. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS**

- (1) This Contract is subject to the requirements of Applicable Laws, including, without limitation, 36 CFR Part 51, with respect to proposed assignments and encumbrances, as those terms are defined by Applicable Laws. Failure by the Concessioner to comply with Applicable Laws is a material breach of this Contract for which the Director may terminate this Contract for default. The Director shall not be obliged to recognize any right of any person or entity to an interest in this Contract of any nature or operating rights under this Contract, if obtained in violation of Applicable Laws.
- (2) The Concessioner shall advise any person(s) or entity proposing to enter into a transaction which may be subject to Applicable Laws, including without limitation, 36 CFR Part 51, of the requirements of Applicable Law and this Contract.

#### **SECTION 17. GENERAL PROVISIONS**

- (1) The Director and Comptroller General of the United States, or any of their duly authorized representatives, shall have access to the records of the Concessioner as provided by the terms of Applicable Laws.
- (2) All information required to be submitted to the Director by the Concessioner pursuant to this Contract is subject to public release by the Director to the extent provided by Applicable Laws.
- (3) Sub-concession or other third party agreements, including management agreements, for the provision of visitor services required and/or authorized under this Contract are not permitted.
- (4) 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 Contract.
- (5) Any and all taxes or assessments of any nature that 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.
- (6) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise from this Contract but this restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
- (7) This Contract is subject to the provisions of 43 CFR, Subtitle A, Subpart D, concerning non-procurement debarment and suspension. The Director may recommend that the Concessioner be debarred or suspended in accordance with the requirements and procedures described in those regulations, as they are effective now or may be revised in the future.
- (8) This Contract contains the sole and entire agreement of the parties. No oral representations of any nature form the basis of or may amend this Contract. This Contract may be extended, renewed or amended only when agreed to in writing by the Director and the Concessioner.
- (9) This Contract does not grant rights or benefits of any nature to any third party.
- (10) The invalidity of a specific provision of this Contract shall not affect the validity of the remaining provisions of this Contract.

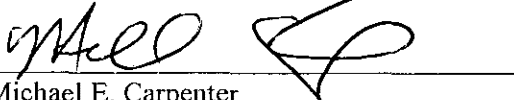


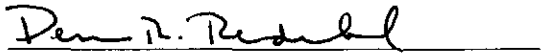
- (11) Waiver by the Director or the Concessioner of any breach of any of the terms of this Contract by the other party shall not be deemed to be a waiver or elimination of such term, or of any subsequent breach of the same type, or of any other term of the Contract. The subsequent acceptance of any payment of money or other performance required by this Contract shall not be deemed to be a waiver of any preceding breach of any term of the Contract.
- (12) Claims against the Director (to the extent subject to 28 U.S.C. 2514) arising from this Contract shall be forfeited to the Director by any person who corruptly practices or attempts to practice any fraud against the United States in the proof, statement, establishment, or allowance thereof within the meaning of 28 U.S.C. 2514.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Contract as of the 31<sup>st</sup> day of Oct, 2008

**CONCESSIONER**

**UNITED STATES OF AMERICA**

BY   
 Michael E. Carpenter  
 President  
 Carriages of Acadia, Inc.

BY   
 Dennis R. Reidenbach  
 Regional Director, Northeast Region  
 National Park Service

ATTEST:

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

TITLE: \_\_\_\_\_

## EXHIBIT A

### OPERATING PLAN

#### I. Introduction

This Operating Plan between Carriages of Acadia, Inc. (hereinafter referred to as the "Concessioner") and the Director of the National Park Service through the Superintendent of Acadia National Park (hereinafter referred to as the "Service") shall serve as a supplement to Concession Contract CC-ACAD014-09 (hereinafter referred to as the "CONTRACT"). It describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Acadia National Park which are assigned to the Concessioner for the purposes authorized by the CONTRACT.

In the event of any conflict between the terms of the CONTRACT and this Operating Plan, the terms of the CONTRACT, including its amendments, shall prevail.

This plan will be reviewed annually by the Service in consultation with the Concessioner and revised as determined necessary by the Service.

Any revisions shall not be inconsistent with this CONTRACT. Any revisions must be reasonable and in furtherance of the purposes of the CONTRACT.

The Service's responsibilities are subject to the availability of appropriated funds.

#### II. Management, Organization and Responsibilities

##### A. Concessioner

**1. Staff:** The Concessioner will direct this concession operation. The Concessioner shall employ an on-site manager, who carries out the policies and directives of the Service as well as those of the Concessioner in the operation of the concessions facilities and services in Acadia National Park. To achieve an effective working relationship between the Concessioner and the Service, the Concessioner shall designate one representative who has full authority to act as a liaison in all concession matters within Acadia National Park.

**2. Managers and Supervisors:** The on-site manager will employ a staff with the expertise to operate all services under the concessions CONTRACT.

**3. Organizational Structure:** The on-site manager will furnish the Service with an initial list identifying key concession management and supervisory personnel, their name and job titles, with updates as changes occur.

**4. Communication and Meeting:** The Concessioner is required to meet with the Service twice during the operating season and once prior to commencing services each spring and once prior to seasonal close in the fall. The date, time and location of such meetings shall be determined by both parties.

**B. National Park Service**

**1. Superintendent:** The Superintendent manages the total park operation, including concession operations. The Superintendent carries out the policies and directives of the Service, including oversight of concession contracts. Through staff representatives, the Superintendent reviews, supervises, and coordinates concession activities within Acadia National Park.

**2. Concession Management:** The Concessions Management Specialist is responsible for monitoring concession contract compliance that includes, but is not limited to evaluating all concession operations and services, and reviewing and authorizing all rates, advertisements, improvements to facilities, and construction.

**3. Public Health Program:** The United States Public Health Service representative inspects solid waste disposal, water, and waste water systems to ensure adherence to all applicable public health standards.

**III. Required Visitor Services**

**A. Carriage Tours:** The minimum number of tours shall be six (6) per day, weather permitting. During the early and late season the Concessioner may reduce the frequency of carriage tours to meet the lesser demand subject to written approval by the Service of a fixed schedule.

The minimum tour length is one hour. The concessioner shall provide a map indicating the route for each type of service/tour offered. The maximum number of horses to be used in this operation is twenty-four (24). Except in the case of extraordinary circumstances, such as the need to accommodate the occasional inadvertent miscommunication when booking, carriages shall not carry more than sixteen (16) adult passengers plus the driver. In the instance of mixed adult and children outings, two children age 6 to 12 years, or three children age 2-5 years shall be counted as one adult passenger. In any event, visitor comfort and convenience shall always take precedence over maximizing revenue in seating capacity and in making seating assignments.

**B. Private Charter:** Private charters are permissible so long as they do not interfere with the public tour schedule. In addition, private charters will not count towards the minimum number of tours to be offered in any given day. There is no minimum tour length requirement for private charters.

- C. Carriage Requirement:** Carriages should be capable of carrying no more than sixteen (16) passengers plus the driver. The carriage, when empty, shall not weigh more than 2,000 pounds. No hay wagon type vehicles are to be used.

Wheelchair accessible carriages provided by the park shall also be operated and maintained as needed.

The types of carriage vehicles used are subject to the written approval of the Service. All horse-drawn commercial vehicles shall be consistent with the historical intent of the carriage road system, which utilized single horse buggies to “four in hand” carriages, and small “buckboards.” Vehicle wheels should have traditional appearing hubs, spokes and rims. The wheel rim surface contacting the carriage road may either be customary steel or solid rubber without a tread. No commercial horse-drawn vehicle shall use pneumatic tires or automotive-style hubs and rims. The carriages should be safe, uniform in appearance, conservatively painted with conventional or buckboard type seating. Carriage surface finish shall be traditional with subdued earth-tones or natural wood finish. All of the vehicles will be equipped with hydraulic brakes and will either be cutunder models or full 5<sup>th</sup> wheel models for safety.

- D. Equestrian Services:** The Concessioner shall provide the following equestrian services:

**1. Horse Boarding:** Boarding shall include per night vehicle parking, stall, water; and initial bag of wood shavings. The maximum number of horses to be stabled is subject to written approval by the Service. The Concessioner will ensure that horse owners using Wildwood Stables have evidence that their horses’ immunizations comply with State of Maine Department of Agriculture regulations.

**2. Day Use:** Provide vehicle parking, loading and unloading area, and water for the horses.

**3. Equestrian Camp:** Operate and maintain a ten-site horse camp area in conjunction with boarding, located near the stable, within the Concessioner’s land assignment.

**4. Hay and Wood Shavings:** Provide for sale (rates are subject to Service approval).

- E. Reservation System**

1. The Concessioner shall accept reservations and deposits from the public and tour operators for carriage tours and other services/facilities provided. The conditions and procedures shall be clearly stated on any brochures or publicity materials distributed by the Concessioner. Any deposit/reservation system shall be subject to review and approval by the Service.

2. The Concessioner shall provide the Service with a tour cancellation policy prior to commencing the 2009 operating season but no later than May 1, 2009 that includes but not limited to cancellations due to staffing shortages, equipment problems, and weather.

3. The Concessioner shall create a comprehensive, interactive website to include: a reservation system for all services, cancellation policy, pre-trip planning information, requirements to bring one's own horse to the park, customer comment opportunity, park interpretive efforts, etc. The website will be augmented with changing photos and video pieces. The website design shall be submitted to the Service for approval at least 45 days prior to going online.

4. The Concessioner's reservation system shall also include a local telephone call-in system as well as a facsimile option.

F. **Interpretation:** The Concessioner shall provide interpretive narrative with the carriage tours. The script shall be approved in writing by the Service. See Section V.C., Interpretive Services for details.

#### IV. Authorized Visitor Services

A. **Vending:** Sale of water, non-alcoholic beverages, and snacks. The Service shall approve the location and number of machines, type of offerings, and rates charged prior to installation.

B. **Other Merchandise Services:** Sale of visitor convenience items such as batteries and film, as approved by the Service.

C. **Guide Books and Maps:** Written material that is directly related to the carriage road experience.

#### V. Concession Operations

##### A. Operational Evaluations

1. The Service and the Concessioner shall inspect and monitor concession facilities and services. The Service will evaluate all services and facilities operated by the Concessioner to ensure public safety and health, identify maintenance and operating deficiencies, and ensure satisfactory services and accommodations for the general public within assigned areas of responsibility.

2. The Service's representatives will conduct periodic inspections of Concessioner facilities and services to ensure conformance to operational standards established by the Concessioner Review Program. Location managers will be contacted at the time

of evaluations so that a representative of the Concessioner can accompany the Service evaluator.

3. Sanitation Officers representing local jurisdictions and/or the Service may conduct inspections.
4. The Concessioner is responsible for developing and following a comprehensive safety program. The Service will make at least one unannounced inspection and evaluation of the safety program on a random basis.
5. The Concessioner will perform annual interior and exterior fire and safety inspections of all concession buildings. Written records, verifying the completion of such inspections, will be maintained by the Concessioner and provided to the Service annually at the end of each operating season.
6. The Service reserves the right, in accordance with the CONTRACT, to enter the Concessioner's facilities at any reasonable time for inspections or when otherwise deemed necessary.
7. The Concessioner must be responsive to dates assigned for correction of deficiencies and abatement plans for correction of identified deficiencies. The Concessioner will meet with Service officials to schedule and prioritize correction of deficiencies resulting from these inspections.

**B. Rates**

1. The Concessioner shall provide its visitor services at rates approved by the Service. Annual requests for rate changes shall be submitted by March 1<sup>st</sup> of each year. The Concessioner shall supply comparability data to support proposed rates at the time approval is requested, i.e. the name of the comparable and a current brochure or web page printout to verify the rate. The rate for hay and shavings shall be based on percentage markup. An invoice for hay and shavings is required prior to the Service approving a sales price.
2. The Service will approve, disapprove, or adjust rates and will inform the Concessioner of the reason for any disapproval or adjustment within 45 days of the rate request submittal. If a longer response period is needed, the Service will contact the Concessioner and negotiate a response date.
3. The Concessioner will prominently post all rates for goods including hay and shavings, and services provided to the visiting public.

**C. Schedule of Operation**

1. At a minimum, facilities are to operate seven days per week from June 15<sup>th</sup> through the Monday of Columbus Day weekend. Earlier opening or later closing dates are authorized with written approval of the Service. The Concessioner may provide service beginning as early as May 15 and continuing up to late fall. For the 2009 operating season, the Concessioner has requested and received approval by the Superintendent to open June 6, 2009 and to close October 18, 2009
2. The office shall open one hour before the first scheduled tour departs. In June, the first scheduled tour is normally 11:00 am. Accordingly, the office shall open by 10:00 am. For the rest of the season, the office shall open by 8:30 am. The office shall close when the last tour (usually the sunset tour) departs.
3. The Concessioner shall provide opening and closing dates for the upcoming season to the Service in writing for approval not less than thirty days prior to the commencement of the operating season.

**D. Miscellaneous Operational Requirements**

1. The Concessioner will ensure that its employees are trained in First Aid and CPR by certified personnel. To further improve first response to emergency medical incidents, the Service will locate an automatic external defibrillator (AED) in the Wildwood Office and will train Concessioner employees in its use.
2. Each carriage shall have a First Aid kit appropriate to the level of employee training.
3. The Concessioner will instruct each and every driver to request people involved in or witness to any medical or law enforcement incident including all accidents to remain at the scene until the arrival of a Service investigating officer. Drivers shall obtain identification and address information. All incidents/accidents shall be reported to park dispatch immediately.
4. Each carriage shall have a 2-way communication device for use in case of emergencies. Upon coordination with and approval by the Service, the carriages may have speakers installed and the driver may use a wireless microphone.
5. Each employee shall wear a uniform consisting of a polo shirt in earth tone colors and a Carriages of Acadia logo on the pocket along with the staff person's name. The shirts and neat blue jeans or khaki slacks and vest/jacket are the uniform for the summer. An appropriate hat with the Concessioner's logo shall also be worn as needed.
6. The Concessioner is required to use pre-numbered: boarding passes; hay and shavings orders; and, campground reservation forms. A pre-numbered pass shall be

issued to each customer, i.e. there should be three passes for three riders even though there may be a single payment.

7. The Concessioner shall obtain prior Service approval, on an annual basis, to use more than three (3) of the five (5) available utility connections for Concessioner-provided recreational vehicles.

## **E. Staffing and Employment**

### **1. Concessioner-Provided Employee Housing**

a. The Concessioner shall provide on-site housing for three management positions. At a minimum, one of the three managers would be present on-site on a 24/7 basis.

b. The Concessioner will inspect all quarters for fire and safety compliance within 15 days of initial occupancy of a residence.

c. The Concessions Management Specialist in conjunction with the Service's Safety Officer, and the Concessioner's Risk Management Manager have responsibility for health and safety inspections in employee housing areas.

d. The Concessioner will provide adequate cooking and food storage facilities where appropriate. The Concessioner will assure employee compliance with health, fire, and safety code regulations and Service policies and guidelines. Food storage facilities shall be vermin-proof.

e. The Service will annually evaluate employee housing for adherence to Service guidelines.

### **2. Concessioner Hiring**

a. The Concessioner will hire a sufficient number of employees to ensure satisfactory services throughout the operating year. The Concessioner will utilize a guide on each carriage ride to accompany the driver. This position will act as the tour guide and assist in the event of an emergency. In the event of an unanticipated high volume of business, at a minimum, there will be one tour guide assigned to a group of carriages and this position will rotate amongst the carriages.

### **3. Service Employees and Families**

a. If the Service determines, in accordance with applicable National Park Service policies and procedures, that no conflict of interest exists and provides



written approval, the Concessioner may employ spouses and dependent children of Service employees.

#### **4. Training Program**

**a.** The Concessioner will provide employee orientation and training and will inform employees of park regulations and requirements that affect their employment and activities while residing and working in Acadia National Park. A Service representative may participate in scheduled orientation sessions.

At a minimum, the Concessioner's pre-season employee training shall consist of an intensive two-day off-site educational workshop and an intensive week at the Park just prior to opening. These training opportunities will consist, in part, of harnessing and driving draft horses, education about Acadia National Park, health and safety training, and employment rules and regulations. The Concessioner will enlist the assistance of teachers from the local school system to teach classes on both the Park and the carriage roads to employees and members of the Carriage Operators of North America to teach carriage driving skills. A representative from Pine Tree Waste Services, Houlton, Maine, will provide instruction to employees on solid waste management and recycling.

**b.** The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public.

**c.** The Concessioner will provide hospitality training for employees who have direct visitor contact and/or who provide visitor information.

**d.** The Concessioner will facilitate interpretive training for all employees who have contact with the public. The Service will work closely with the Concessioner to refine the methods of preparing and conducting effective interpretive programs. The Service will evaluate interpretive visitor services to ensure appropriateness, accuracy, and the relationship of Concessioner interpretive presentations to park themes.

**e.** All of the Concessioner's staff will be cross-trained to act as guides or drivers and rotate the responsibilities of assisting with reservations and grounds maintenance. A staff member will have the additional responsibility of being the liaison with the day users and overnight boarders.

## **VI. Scope and Quality of Service**

### **A. General**

1. All services are to be provided in a consistent, quality manner. Service standards provided by the National Park Service Operational Performance Program are considered service minimums. The Concessioner is expected to make every effort to exceed these standards. The Concessioner shall be responsible for monitoring their operations to assure that quality standards are met.

2. All vehicular equipment used by the Concessioner will be properly licensed and maintained in a safe operating condition. Federal and state requirements must be adhered to. The Concessioner will park such equipment, when not in use, in an orderly fashion in an area approved by the Service.

3. All Services provided the general public, including videos, shall be made accessible for persons with disabilities.

4. During any actual or imminent inclement weather, including but not limited to high winds, heavy rains, excessive cold or warm temperatures, the concession manager shall exercise sound discretion as to whether or not to reduce, cancel, delay or reschedule any carriage outing, up to and including canceling the entire day's services. In making such a management decision, employee safety, public safety and livestock welfare shall always take precedence over any revenue considerations or inconvenience to the visitor.

**B. Stock Care**

1. The standard of care of stock shall be in accordance with the National Park Service operating standards for horse and mule operations. Reference the attached Inspection Form 10-609, and the "Operating Standards for Horse and Mule Operations (Attachment I). The Service may, as future circumstances require, revise this standard and such revisions shall thereafter be adhered to by the Concessioner. The Service may require the Concessioner to provide additional stock should such action be warranted including but not limited to overuse of available stock or by increased visitor demand.

2. The stock must be properly cared for to assure good health, proper feeding and watering, stable, and shelter conditions. The stables and stalls are to be cleaned in accordance with the maintenance agreement. Stock must be fed daily and treated properly by the staff and visitors.

3. Shoes must be inspected frequently to ensure that the stock is properly shod and that the hoof and legs are in good condition. Stock must be properly conditioned for pulling. Stock may not be used when they have sores, are sick, or are not otherwise ready for carriage hauling. The Concessioner will have in place a plan, including documentation that the plan is being enforced, to rotate the horses to promote rest, and healing of any sick or injured animals.

4. All stock (purchased or leased) will be properly examined by a veterinarian within ten days of arrival or season opening whichever is the later; and, whenever public health warnings or notices have been issued concerning epidemics of equine diseases or other potential health risks to animals and humans. A signed and dated Certificate of Veterinary Inspection (State of Maine) for each animal shall be provided annually to the Service as soon as possible, and not more than one week from the date of examination.
5. Stock must be immunized and tested as required by the State of Maine or county authorities. All horses will have a current negative Coggins certificate. Legible copies of the certificates must be provided to the Service, prior to the date horses are to be used in concessions operations.
6. All horses must be maintained in a healthy, sanitary condition and in accordance with all State and/or county health standards and laws, and groomed daily. Stock must be curried, cleaned, and brushed. Hooves shall be picked and cleaned daily, and treated as needed. The mane and tail shall be neatly trimmed.
7. The Concessioner shall provide for a proper conditioning program for its stock throughout the off season.

## **C. Interpretive Services**

### **1. General**

- a. The Concessioner may enter into an agreement with the Service for interpretive services provided by park rangers. Such agreement will govern these services and shall address all aspects of such arrangements.
- b. All carriage tours shall be fully narrated. A copy of the script of interpretive messages of the narrated tour shall be sent to the Service by February 1, 2009. The Service will approve the written script, and will also evaluate the narrated carriage tours as part of the Concessioner's operational performance to ensure appropriateness, accuracy, and the relationship of the narration to park themes. Once the script has been approved by the Service, the Concessioner will prepare the script in English, French and German and make it available for persons who are hearing impaired, as well as in large print for the visually impaired. The script approved by the Service is the only authorized script to be used by the Concessioner.
- c. All Concessioner employees in contact with the public shall have and be able to articulate an understanding of the history of the carriage roads. The Concessioner will provide a copy of "Mr. Rockefeller's Roads" to employees

as required reading along with a copy of the Service's "Guide's Guide to Acadia National Park".

**d.** The Concessioner shall provide an opportunity for visitors to become familiar with the horses used in the carriage tour operation. A representative sample of each of the major draft breeds (Belgian, Percheron, Clydesdale, Shire and Suffolk) as well as some of the hybrid or newer breeds such as Spotted Drafts and Brabant Belgian will be introduced during the pre-tour waiting period. Concessioner guides will explain the unique features and distinguishing characteristics of each breed. This pre-tour waiting period will also be an opportunity to give an overview of what to expect once the ride begins, discuss native flora, and to answer questions. The Concessioner will provide a portable shelter and lawn chairs for the waiting area.

## **2. Non-Personal Interpretive Services**

**a.** In addition to personal interpretation, the Concessioner will actively pursue a non-personal interpretive program. The Concessioner is required to consult with the Service and explore a wide array of avenues for conveying interpretive messages to visitors on park-related themes and topics such as resource protection, appreciation of park values, and Service goals.

**b.** In consultation with the Service, the Concessioner shall implement an ongoing visitor education program to help protect park resources. The program may include but not be limited to the following: distribution of an educational handout for visitors as they enter the Wildwood Stables area; payment to the Service for printing costs of brochures already available through the Service's educational program; and education of concessioner employees in the area of resource protection. Periodic evaluations of park areas will be accomplished to provide information that will allow for an assessment of the effectiveness of specific management techniques.

**c.** Park interpretive themes will carry over to merchandise sold.

## **3. Interpretive Assistance**

**a.** The Concessioner is responsible for consulting with the Division of Interpretation in the development of an interpretive program, which encompasses all of these efforts. The Concessioner shall work collaboratively with all Park representatives to enhance the reputation of Acadia National Park.

# **VII. Reports**

## **A. Concessioner**

**1. Visitor Use Report:** In order for the Service to monitor the operation, visitor use, and determine visitor trends, the Concessioner will provide the Service with a monthly visitor use report. It will be due on the 15<sup>th</sup> day of each month. The form to be submitted each month is attached as Attachment II.

**2. Incident Reports:** The Concessioner will immediately report to the park dispatcher at McFarland Hill, or to the Chief Ranger, Acadia National Park, any personal injuries, fatalities or visitor-related incidents; property damage over \$500; any stock injuries or deaths; any fire; all motor vehicle accidents; any incident that affects the park's natural and/or cultural resources; and any known or suspected violations of law involving persons not employed by the Concessioner.

**3. Human Illness Reporting:** Information on all human illnesses, whether employees or visitors, is to be promptly reported to the park dispatcher at McFarland Hill or to the Chief Ranger, Acadia National Park. This information, along with other information received, will be evaluated by the Service's U.S. Public Health Service Officer to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. Reports shall be made by telephone.

**4. Other Reports Required by the CONTRACT:**

Report	Due Date
<b>a.</b> Annual Financial Report	No later than 120 days after the last day of Concessioner's fiscal year.
<b>b.</b> Certificate of Insurance	May 1 or not less than 30 days prior to occupancy.
<b>c.</b> Risk Management Program	Initial submittal due 90 days from effective date of new CONTRACT. Reviewed and updated annually. Due 30 days prior to opening, but NLT May 1. If there are no changes to report, a statement stating such shall be provided to the Service.
<b>d.</b> Environmental Management Program	60 days from effective date of CONTRACT and annually thereafter. Self-assessment due annually.
<b>e.</b> Franchise Fees and Visitor Use Report	By the 15 <sup>th</sup> day of the following month.
<b>f.</b> Integrated Pest Management Plan	Initial submittal due 60 days prior to opening and annually thereafter.

**B. National Park Service**

1. **Annual Review of Utility Rates:** Billing for utility service charges will be handled by the Concessions Management Specialist in conjunction with the park's Chief of Maintenance on an annual basis.
2. **Annual Concessioner Evaluation.**
3. **Safety Inspections:** As required to monitor Risk Management Program.
4. **U.S. Public Health Service Inspection** (if required by the USPHS).

#### **VIII. Utility Responsibility**

The Concessioner is responsible for payment of utility companies for water, electricity and telephone service and for payment to Acadia National Park for trash removal. Acadia National Park will provide trash removal on a daily basis from receptacles placed by the park at appropriate locations. The Concessioner shall not place or install trash receptacles on the site without prior approval by the Service. The park will maintain the septic system and leach field. The Concessioner will be charged for pumping out toilets and septic tank as required. All utility fees paid to the park will be calculated on a season basis, and a bill for such fees will be prepared and presented for payment no later than November 15th of the current billing year. The Concessioner will pay utility services provided by the park based on rates determined by annual comparative utility analysis work sheets.

#### **IX. Risk Management Program**

A. The Concessioner will develop, maintain, and implement a documented safety program. An initial submittal and request for review of the Concessioner's Risk Management Plan will be made to the Service within 90 days of CONTRACT execution. The plan will be reviewed by the Concessioner annually and submitted to the Service 30 days prior to seasonal opening but no later than May 1<sup>st</sup>. The concessioner will be held accountable for compliance to its Risk Management Plan.

At a minimum, the Risk Management Plan shall include the following components:

- a. Management's Policy Statement, Duties, Employees' Responsibilities, Accountability, and Administration
- b. Inspection and Abatement
- c. Accident Investigation and Reporting
- d. Safety/Health Committee
- e. Training
- f. Emergency Procedures

Additional topics to be addressed shall include educating visitors on responsible use of the carriage roads and how to avoid potential hazards; actions to minimize the number of

accidents occurring within the stables area; care of livestock including physical conditioning if livestock is over-wintered and inactive, and required inspection of carriages before and after each use.

**B.** The Concessioner or his designee may attend the periodic safety meetings chaired by the park's Deputy Superintendent. The Concessioner shall be provided with a copy of the minutes of each such meeting.

**C.** The Concessioner will be responsible for developing a fire plan with appropriate exit signs and conducting a fire drill semi-annually for employees. Fire extinguishers must be inspected prior to seasonal opening and monthly thereafter. They should be placed in appropriate locations and comply with NFPA, OSHA, and Service standards.

**D.** All passageways going in and out of the barn must be kept clear of obstructions and kept clean at all times.

#### **X. Lost and Found Policy**

In the event the Concessioner or his employees find or receive lost property, the Concessioner shall contact the Acadia National Park Ranger Office to notify the park staff so that Acadia National Park may pick up and secure the item(s) for return or disposition. Along with the property itself, the Concessioner should furnish information on where and when it was found or received and the name, address and telephone number of the finder.

#### **XI. Integrated Pest Management**

Pesticides should only be used as a last resort and must be approved of by the National Park Service in advance of use. Approved products must be applied in accordance with labels and locally prevailing laws. Complete usage reports will be made available to the National Park Service upon request. All pesticides, chemicals and toxic supplies and materials must be stored away from animal feed items and from food and food service items for the employees and/or general public. Material safety data sheets on all such materials must be readily available.

#### **XII. Complaints - Comments**

The Concessioner shall have a comment card system whereby customers may provide feedback to the Concessioner anonymously. The tour guide will distribute a comment card to each customer at the completion of the tour.

The Service will send comments and complaints regarding Concessioner facilities or services to the Concessioner unless the visitor wishes the comment to remain anonymous. The Concessioner will investigate and respond to any complaints in a timely manner. The Concessioner will provide a copy of any such responses to the Service, and a copy of any

such Service responses will be forwarded to the Concessioner.

The Concessioner will provide the Acadia National Park Concessions Office with copies of all guest letters and comment cards regarding complaints or compliments, with copies of the Concessioner's letter of response attached. This shall be done within 14 days of receipt of the visitors' comments.

The following notice will be prominently posted at all Concessioner cash registers and payment areas:

This service is operated by Carriages of Acadia, Inc., a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. The reasonableness of prices is based on comparability. Prices are approved by the National Park Service based upon prices charged by similar private enterprises outside the Park for similar services with due consideration for appropriate differences in operating conditions.

Visitors may fill out and deposit a comment card in the box located outside or write to:

Superintendent  
Acadia National Park  
P.O. Box 177  
Bar Harbor, ME 04609

### **XIII. Advertisements/Public Information/Marketing**

- A.** All promotional material, including brochure and website changes and layout, must be approved by the Service 45 days prior to publication, distribution, broadcast, etc. Advertisements must include a statement that the Concessioner is authorized by the National Park Service, Department of the Interior, to serve the public in Acadia National Park.
- B.** When used, advertisements for employment must contain a statement that the company is an equal opportunity employer.
- C.** The Service should be notified in advance of any plans to run advertisements in non-local media. Depending on the nature of the material or the media involved, review and prior approval of such advertising may be required to insure accuracy, suitability and conformance to current National Park Service management policies.
- D.** All advertising should be simple, direct, informative, and low key in nature.
- E.** All press releases planned should receive concurrence of the Service before issuance.



F. All new signs or changes to existing signs must be approved by the Service in writing.

G. The Concessioner shall provide its marketing plan to the Service in advance of implementation and include all proposed sources of advertisement and website links. The Concessioner will make an effort to contact various organizations to promote the carriage tour experience and will outreach to persons with disabilities; senior citizens; and local area schools.

#### **XIV. Protection and Security**

A. The National Park Service will respond to emergency calls involving public safety, civil disturbances, violations of law, and fires. The Concessioner is responsible for the proper management of all cash, merchandise, and equipment, in a manner that will minimize the risk of vandalism or robbery.

B. The Concessioner will report to the Chief Ranger, Acadia National Park, or the park dispatcher at McFarland Hill, all law enforcement matters and accidents of any type as soon as possible after learning of such incidents.

C. The Concessioner will provide and maintain in the assigned areas first aid equipment, fire extinguishers, smoke detectors, and fire detection systems in compliance with NFPA, OSHA, and Service standards.

#### **XV. Recycling and Conservation**

**A. Source Reduction:** The Concessioner will implement a source reduction program designed to minimize its use of disposable products in its operations. Reusable and recyclable products are preferred over "throwaways." Polystyrene and plastics will be used as little as possible, and then only polystyrene not containing chlorofluorocarbons. Where disposable products are needed, products will be used which have the least impact on the environment. The use of post-consumer recycled products whenever possible is encouraged.

**B. Recycling Program:** The Concessioner shall implement a recycling program that fully supports the efforts of the Service. Products to be recycled include but are not limited to paper, newsprint, cardboard, bimetals, plastics, aluminum, glass, waste oil, antifreeze, and batteries. Printing of brochures will be done locally on recycled paper and with inks which are not petroleum based and that biodegrade.

**C. Beverage Container Program:** Any beverage container deposits collected in excess of related operating expenses will be used for environmental projects as approved in writing by the Service. An accounting of the beverage container deposits collected and distributed will be provided to the Service on an annual basis.

**D. Water and Energy Conservation:** The Concessioner will implement water and energy conservation measures for each of its operations. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

In consultation with the Service, the Concessioner shall perform an inventory of the electrical and water systems prior to opening the first season of operation and annually thereafter. Sources of waste or inefficiency such as leaking faucets and inefficient use of power will be corrected. The Concessioner shall replace all the light bulbs with energy efficient compact fluorescent lamps. A manual stock watering system shall be used.

**E. Environmental Purchasing:** The Concessioner will purchase and use environmentally preferable products and services where economically and technically feasible and appropriate in activities under this CONTRACT.

Environmentally preferable products are defined as products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose. Environmentally preferable products include, but are not limited to, products made from pre-consumer and/or post-consumer recycled material, products that are less toxic than conventional alternatives, products that are recycled locally or in the region, products that are manufactured locally, products that use fewer packaging materials, and/or products that are taken back by suppliers or manufacturers once they are used.

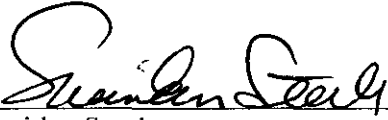
#### **XVI. Volunteers in the Park**

The Concessioner will allow its employees to participate in the Park's Volunteers in the Park (VIP) program during off duty hours.

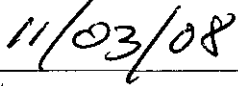
#### **XVII. Smoking in Public Buildings**

Smoking will not be allowed in any concession facilities. The Concessioner will post notices in all public buildings as necessary. At a minimum, "No Smoking" signs will be located at all entrances to the barn, stalls, and high-risk areas. The Concessioner may designate a smoking area, i.e., the stone wall at the end of the barn.

NATIONAL PARK SERVICE



\_\_\_\_\_  
Sheridan Steele  
Superintendent, Acadia National Park



\_\_\_\_\_  
Date

Attachments:

Attachment I: Operating Standards for Horse and Mule Operations

Attachment II: Monthly Services Report – Franchise Fees & Visitor Statistics

Exhibit A  
Attachment I  
Operating Plan  
CC-ACAD014-09  
6 Pages

Operating Standards for Horse and Mule Operations

OPERATING STANDARDS FOR HORSE AND MULE OPERATIONS - IX

A. FACILITY EXTERIOR

1. Structure Condition. Refer to General Standard, Element No. 1. (B)
2. Grounds. In addition to the General Standard, Element No. 2, pay particular attention to the presence and condition of hosebib vacuum breakers (anti-siphoning devices). The grounds near public access food or overnight accommodation areas or as may be designated in the operating plan, shall be cleared of manure daily and the manure removed from the area at least a minimum of once a week. Other areas, not designated above shall be cleared of manure according to the schedule in the contract/ permit or operating plan. The concessioner shall maintain areas around water troughs to prevent excess erosion or build up of mud and/or water and will move stock to dry corrals if necessary. Water troughs will be cleaned to prevent the build-up of mold, algae and debris. (B)
3. Garbage and Trash. Refer to General Standard, Element No. 3. (A)

B. FACILITY INTERIOR

4. Public Restrooms. Refer to General Standard, Element No.4. (A)
5. Public and Other Areas. In addition to General Standard, Element No. 5, non-public areas such as tackrooms, barns, storerooms, ticket booths, etc., shall be maintained in such a manner as to be hazard free. Adequate maintenance shall be performed on the walls, ceilings and floors to prevent deterioration of the structure. Doors and windows shall be intact and fully functional. Floors shall be sufficiently clean to avoid a tripping or slipping hazard to employees working there. Trash shall not accumulate. All applicable fire safety guidelines (NFPA) will be followed. Hazardous conditions such as broken glass, exposed wiring, precipitously stacked objects will be eliminated. (B)

C. OPERATIONAL

6. Employee Training. The skill and competency levels of each wrangler, guide, etc., is commensurate with the services they are responsible for. Active introductory

training and orientation programs for new and experienced employees shall be conducted on an ongoing basis for the development and/or advancement of the necessary skills and techniques for the job. These sessions shall stress work performance, safety and first aid, employee attitudes, and knowledge of park resources, rules and regulations. All wranglers shall be sufficiently trained to describe attractions, comment on resources of the area and be knowledgeable of area regulations and in the purposes of the park in which they are riding. The concessioner's personnel (wranglers, guides, etc.) must meet the qualification requirements, including first aid, stock handling and park regulations, as established in the contract/permit or operating plan.

(A)

7. Employee Attitude. Refer to General Standard, Element No. 7. (A)
8. Employee Appearance. Refer to General Standard, Element No. 8. (A)
9. Operating Hours. Refer to General Standard, Element No. 9. (B)
10. Staffing. Refer to General Standard, Element No. 10. (A)

D. RATES

11. Authorized Rates. Refer to General Standard, Element No. 11. (A)
12. Posting of Rates. Refer to General Standard, Element No. 12. (B)
13. Reservation and Deposit Refunds. Reservation, cancellation and deposit refund policies shall be reasonable, efficiently handled and be approved by the Superintendent. (B)

E. STOCK CARE

14. Treatment of Stock. Stock must be properly cared for to assure good feeding and stable and shelter conditions. A timetable for cleaning stables and shelters and changing bedding must be adhered to, as established in the contract/permit or operating plan. Stock must be fed daily. Hay pellets and grain/corn is to be stored in covered, rodent-proof containers, but bales of hay may be stored in the open. Stock must be treated properly by the staff and visitors. Cruelty will not be condoned. Shoes must be inspected frequently to ensure that the stock is properly shod and the hoof is in good condition. Stock may not be used when they have sores or are sick or are not otherwise ready for riding. (A)

15. Stock Examination. All stock should be examined by a licensed veterinarian each year prior to the start of operations, if required by state and/or county law; not only stock stabled in the park year round but all stock brought into the park for commercial use. Stock must meet state/county regulations concerning immunizations, including Equine Infectious Anemia. Such examinations and testing reports, if required, are to be documented. (A)
16. Quantity of Stock. Sufficient stock shall be available as advertised and approved. (B)
17. Quality of Stock. Cleaning and trimming requirements must be adhered to, as established in the contract/permit or operating plan. Stock must be available to accommodate the inexperienced rider and operators should know their stock to determine the practicality of sound, but spirited horses for knowledgeable riders. All stock must be capable of safely handling the types of terrain and obstacles to be encountered, including water crossings, bridges, logs and bushes, uphill and downhill climbing, altitude and climate. A timetable for establishing stock familiarity with terrain must be adhered to, as established in the contract/permit or operating plan. (A)

F. EQUIPMENT

18. Tack Condition. Saddle bags, blankets, bridle and other equipment used by the visitor while riding shall be in good and safe condition, clean and well maintained. All equipment shall be periodically inspected to ensure adherence to this standard; any defective equipment shall be immediately repaired, removed or replaced. (A)
19. Adequacy. All equipment supplied by the concessioner shall be of the type and quantity suitable to the guiding situations experienced within each respective park area. All other equipment needed will be adhered to, as established in the contract/permit or operational plan. (B)

G. SAFETY

20. First Aid Kit. The availability and type of first aid equipment, if required by the contract/permit or operating plan, including snakebite kits, shall be provided. (A)
21. Communication Equipment. Two-way radio or other communication devices, if required by the contract/permit or operating plan shall be provided. (A)

H. SERVICES

22. Trail Operation. Client/guide ratios, including any party size limitations, as advertised by the concessioner shall be adhered to, as specified in the contract/permit or operating plan. Guides shall position riders where best suited, with emphasis placed on the safety of inexperienced riders. The reins must be tied together instead of hanging separately, except where the Superintendent determines otherwise and where local customs dictate the use of split reins.

(B)

23. Food Services. All food provided by the concessioner on the ride shall consist of sufficient quantity and good quality to sustain visitors for the duration of the trip. Sanitary food and water handling, and storage practices must be utilized to prevent food borne illnesses.

(A)

I. INTERPRETATION/ORIENTATION

24. Visitor Safety Orientation. The wrangler must brief all riders on the proper and safe procedures such as how to control the horse prior to mounting, and inform the riders how and when to dismount and how to pass the word for help (rider by rider) to the wrangler. Wranglers shall inform visitors of the nature and/or demands of the trip, including but not limited to route, time frame, hazards to be encountered, restroom facilities, water and procedures for removing excess clothing and for taking pictures. The wrangler should be available to aid the riders in mounting and assist the riders on securing carry-on articles, including raincoats.

(A)

25. Pre and Post Trip Activities. As required by the operating plan, prior to the ride, an interpretive session which includes introducing wranglers and their company, welcoming park and identifying the park as part of the National Park System may be conducted. The interpretive session should highlight the scenic, geologic, historic, cultural and wildlife resources that might be observed on the trip. After the ride, a summary session may be held, reiterating the specific features that were seen on the trip, asking visitors for further comments or questions and thanking them for their participation on behalf of the concessioner and the National Park Service.

(B)



CONCESSIONS

NPS-48

Concessioner Review Program-Operational Performance Standards

EXHIBIT 9  
Chapter 21  
Page 5  
Std. No. IX

26. Program Content. Information presented on a guided ride must be accurate, complete, appropriate to the audience, organized logically and be related to park themes. Concessioners should consult with park's staff in developing programs (refer to NPS 6, Interpretation and Visitor Services Guidelines, Chapter 7). (B)

27. Program Delivery. Wranglers shall demonstrate their ability to speak clearly, possess good eye contact with the visitor during pre and post trip activities, project good voice volume, and stimulate questions and/or comments from visitors. (B)

J. OTHER

28. Public Signs. Refer to General Standard, Element No. 14. (C)

29. Vending Machines. Refer to General Standard, Element No. 15. (B)

30. Beverage Container Guidelines. Refer to General Standard, Element No. 16. (B)

CONCESSIONS

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Concessioner Review Program-Operational Performance Standards

EXHIBIT 9

Chapter 21

Page 6

Std. No. IX

Form 10-809  
(Rev. 1/84)

UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
**PERIODIC CONCESSION EVALUATION REPORT**  
(Horse and Mule Operations)  
Standard No. IX

REGION	PARK
NAME OF CONCESSIONER	FACILITY/SERVICE

NOTICE TO CONCESSIONER: The element(s) checked (✓) below were found deficient this date and must be corrected by the date(s) specified below. Failure to make correction(s) within the date(s) specified will result in downgrading the initial rating and may result in an unsatisfactory rating which may affect your contract/permit. Follow-up evaluations will be conducted to determine corrective action taken.

**ELEMENTS/CLASSIFICATION**

(Circle applicable element numbers and (✓) in space provided those which are deficient)

<p><b>A. FACILITY EXTERIOR</b></p> <p>1. Structure Condition (B) _____</p> <p>2. Grounds (B) _____</p> <p>3. Garbage and Trash (A) _____</p> <p><b>B. FACILITY INTERIOR</b></p> <p>4. Public Restrooms (A) _____</p> <p>5. Public and Other Areas (B) _____</p> <p><b>C. OPERATIONAL</b></p> <p>6. Employee Training (A) _____</p> <p>7. Employee Attitude (A) _____</p> <p>8. Employee Appearance (A) _____</p> <p>9. Operating Hours (B) _____</p> <p>10. Staffing (A) _____</p>	<p><b>D. RATES</b></p> <p>11. Authorized Rates (A) _____</p> <p>12. Posting of Rates (B) _____</p> <p>13. Reservation &amp; Refund Policy (B) _____</p> <p><b>E. STOCK CARE</b></p> <p>14. Treatment of Stock (A) _____</p> <p>15. Stock Examination (A) _____</p> <p>16. Quantity of Stock (B) _____</p> <p>17. Quality of Stock (A) _____</p> <p><b>F. EQUIPMENT</b></p> <p>18. Tack Condition (A) _____</p> <p>19. Adequacy (B) _____</p> <p><b>G. SAFETY</b></p> <p>20. First Aid Kit (A) _____</p> <p>21. Communication Equipment (A) _____</p>	<p><b>H. SERVICES</b></p> <p>22. Trail Operation (B) _____</p> <p>23. Food Services (A) _____</p> <p><b>I. INTERPRETATION/ORIENTATION</b></p> <p>24. Visitor Safety Orientation (A) _____</p> <p>25. Pre and Post Trip Activities (B) _____</p> <p>26. Program Content (B) _____</p> <p>27. Program Delivery (B) _____</p> <p><b>J. OTHER</b></p> <p>28. Public Signs (C) _____</p> <p>29. Vending Machines (B) _____</p> <p>30. Beverage Container Guidelines (B) _____</p>
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ITEM NO.	EVALUATION OBSERVATIONS	CORRECT BY (Date)	DATE CORRECTED

EVALUATION	DATE	NO. OF OBSERVATIONS BY CLASSIFICATION			NUMERIC PERIODIC RATING	NPS EVALUATOR	CONCESSIONER
		(A)	(B)	(C)			
INITIAL					(Signature)	(Signature)	
POLLOW-UP					(Signature)	(Signature)	

REMARKS

SUPERINTENDENT'S COPY

## MONTHLY SERVICES REPORT Franchise Fees & Visitor Statistics

Month of \_\_\_\_\_ Year \_\_\_\_\_

STATISTICS

# OF ACCESSIBLE CARRIAGE TOURS	_____
# OF CARRIAGES OUT / TOURS	_____
# OF DAY USERS	_____
# OF PASSENGERS	_____
# OF STALLS RENTED	_____
# OF OVERNIGHT STAYS	_____
# OF BOARDING PASSES SOLD	_____

REVENUE

CAMPSITE RENTALS	\$ _____
CANCELLATIONS/RETAINED DEPOSITS	\$ _____
CARRIAGE CHARTERS	\$ _____
CARRIAGE PASSENGERS – ALL	\$ _____
DAY USE PARKING	\$ _____
HAY SALES	\$ _____
SHAVINGS SALES	\$ _____
STALL RENTALS	\$ _____

**TOTAL GROSS RECEIPTS**    \$ \_\_\_\_\_

FRANCHISE FEE DUE  
\$ \_\_\_\_\_

SIGNED \_\_\_\_\_

\_\_\_\_\_  
Date

FRANCHISE FEE PAYMENTS are due by the 15<sup>th</sup> day of the following month.

## Exhibit B--Nondiscrimination

### Section I: Requirements Relating to Employment and Service to the Public

#### A. Employment

During the performance of this CONTRACT the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, without 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 provision of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by 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 No. 11246 of September 24, 1965, as amended by Executive Order No. 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 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 Secretary 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 CONTRACT or with any of such rules, regulations, or orders, this CONTRACT may be canceled, terminated or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No.

11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(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 interests of the United States.

#### B. Construction, Repair, and Similar Contracts

The preceding provisions A(1) through A(8) governing performance of work under this CONTRACT, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this CONTRACT, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this CONTRACT, and for that purpose the term "CONTRACT" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

#### C. Facilities

(1) Definitions: As used herein:

(i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;

(ii) Facility shall mean any and all services, facilities, privileges, 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.

#### 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.

#### 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 service 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.

#### 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 person

**EXHIBIT C**

**ASSIGNED LAND AND REAL PROPERTY IMPROVEMENTS  
 (CONCESSION FACILITIES)**

**Land Assigned:** Land is assigned in accordance with the boundaries shown on the following map. Although the map boundary encompasses the NPS horse barn, said horse barn is not part of the concessioner's responsibility and is to be considered as excluded from the assignment of real property.

**Shared Use:** Carriage roads that may be approved for use by the Concessioner pursuant to Contract Exhibit A, Operating Plan, Section III.A.

**Real Property Improvements Assigned:** The following real property improvements are assigned to the concessioner for use in conducting its operations under this Contract:

<b>FMSS Asset Number</b>	<b>Building Description</b>	<b>Square Feet</b>	<b>Insurance Replacement Cost</b>
59998	Barn and Office	2,688	\$117,869
59999	Stables A	1,500	\$ 57,097
60000	Stables B	1,800	\$ 66,852
60001	Stables C	1,800	\$ 66,852
60002	Stables D	3,000	\$105,105
			<b>TOTAL \$413,775</b>
Utility connections (electric and drinking water) for up to five (5) Concessioner-provided recreational vehicles. The Concessioner shall obtain prior Service approval, on an annual basis, to use more than three (3) utility connections. The actual number authorized shall be incorporated in the annual Operating Plan, Contract Exhibit A.			

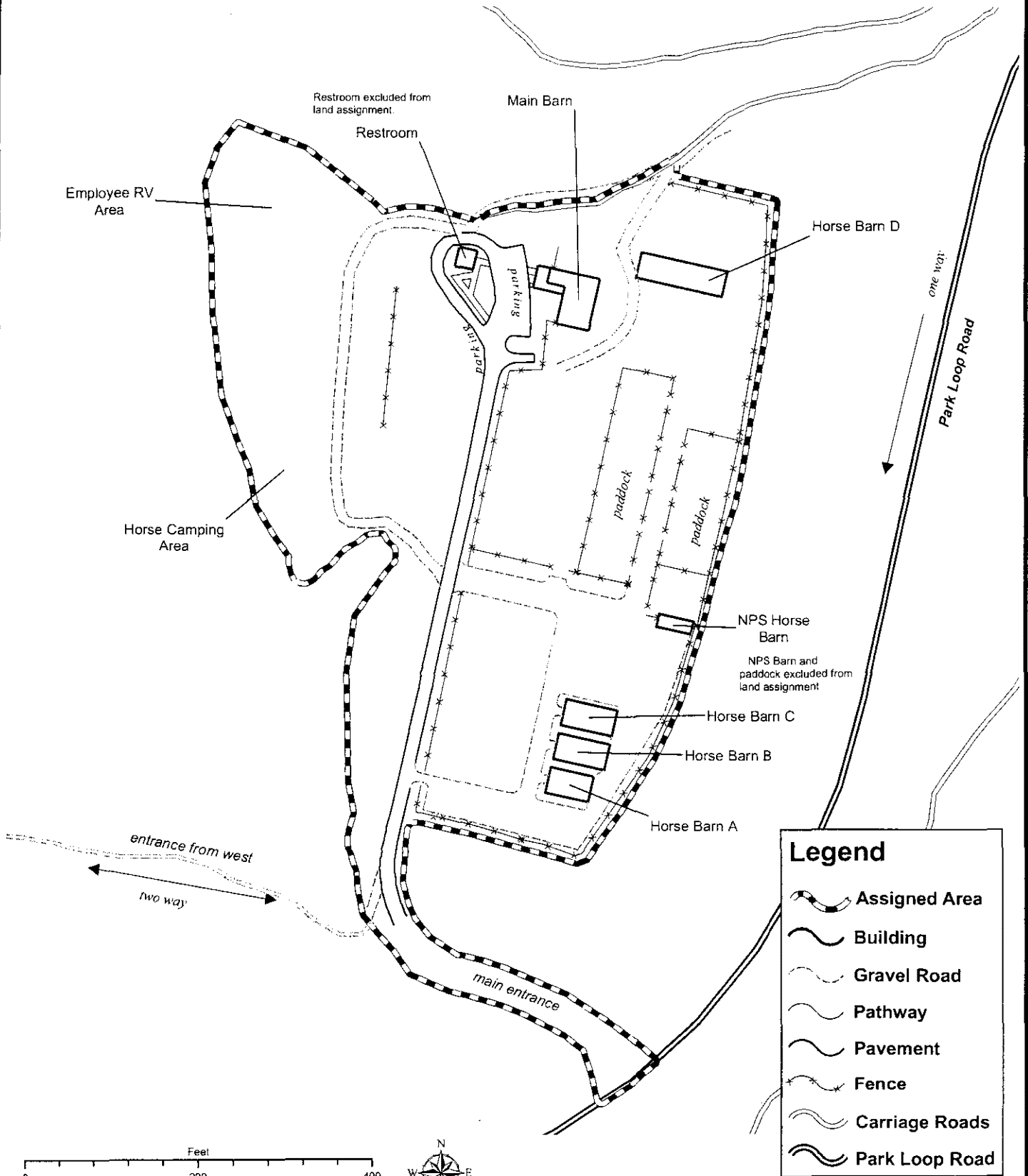
This exhibit will be revised as appropriate during the term of the Contract.

Approved, effective January 1, 2009

By:   
 Dennis R. Reidenbach  
 Regional Director, Northeast Region  
 National Park Service



# Wildwood Stables Area



**Legend**

- Assigned Area
- Building
- Gravel Road
- Pathway
- Pavement
- Fence
- Carriage Roads
- Park Loop Road



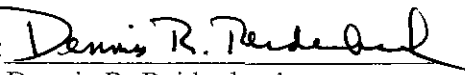
**EXHIBIT D**

**ASSIGNED GOVERNMENT PERSONAL PROPERTY**

Government personal property is assigned to the Concessioner for the purposes of this CONTRACT as follows:

<b>Item</b>	<b>Quantity</b>
<b>1. Hunter's Creek Farm, Custom-Made Special Wagonettes.</b> The wagonettes are custom made to accommodate two wheelchairs. The front seat will hold a driver and groom. The seat behind the front seat will hold two people. The area behind the second seat will hold two wheelchairs facing either side with locking device and seat belt. The wagonettes have four wheels with disc brakes front and rear.	2
<b>2. Parts:</b>	
a. Painted and stripped extra wheels, one front and one rear, complete with brakes.	2
b. Stainless steel quick releases	4
c. Wheel puller wrench	1
<b>3. Barn stall mat (4' x 6' x 3/4")</b>	230

Approved, effective January 1, 2009

By:   
Dennis R. Reidenbach  
Regional Director, Northeast Region  
National Park Service

## EXHIBIT E

### MAINTENANCE PLAN

#### I. Introduction

This Maintenance Plan between Carriages of Acadia, Inc. (hereinafter referred to as the "Concessioner") and the Director of the National Park Service through the Superintendent, Acadia National Park (hereinafter referred to as the "Service") shall serve as a supplement to Concession Contract CC-ACAD014-09 (hereinafter referred to as the "CONTRACT"). It sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Acadia National Park that are assigned to the Concessioner for the purposes authorized by the CONTRACT. The Service's responsibilities are subject to availability of appropriated funds.

In the event of any apparent conflict between the terms of the CONTRACT and this Maintenance Plan, the terms of the CONTRACT, including its amendments, shall prevail.

This plan shall remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of Acadia National Park. Revisions may not be inconsistent with the terms and conditions of this CONTRACT. Revisions must be reasonable and in furtherance of the purposes of this CONTRACT.

#### II. Maintenance of Concessioner Facilities

The Concessioner is required by the terms of the CONTRACT to maintain the facilities used in a manner that is considered satisfactory by the National Park Service. It is the purpose of this Maintenance Plan to help define the necessary maintenance requirements and to define the maintenance relationship between the Concessioner and the National Park Service. Both the Concessioner and the Service have specific responsibilities as outlined in the CONTRACT and this document.

#### III. Terms Used In This Agreement

"Concession Facilities": As defined in the Concession CONTRACT.

"Assigned Areas": Assigned areas are lands within Acadia National Park, as defined by the Land Assignment Map in Exhibit "C" to the CONTRACT. These lands contain improvements and support facilities used by the Concessioner. The Concessioner has specific responsibilities, defined below, regarding the condition of these lands, together with the facilities, improvements and landscapes on them. The Land Assignment Map may also contain comments addressing maintenance responsibilities specific to an area.

"Exterior": Exterior refers to structures, foundations, exterior walls and surfaces, roofs, porches, stairways, and other structural attachments. This includes all equipment, walkways, trails, parking lots, and other improvements, as well as the lands, landscapes, and utilities within the assigned area of responsibility.

“Interior”: Interior refers to the area of structures inside the external walls and under the roof, including doors and window frames. This also includes all equipment, appurtenances, improvements, and utility systems that penetrate the walls, roof, or foundation.

“Maintenance”: The preservation and upkeep of real or personal property in as nearly as is practicable to the originally constructed condition, and if applicable, it’s subsequently improved condition. Maintenance includes operational cyclic repair and rehabilitation of designated areas, facilities, infrastructure, equipment, and their component parts--up to and including replacement if necessary--to provide a safe, sanitary and aesthetically pleasing environment for park visitors and employees.

“Operations”: Operations refers to all aspects of activity by the Concessioner authorized under the concession CONTRACT. Operations include all services provided to the public and all non-public actions necessary to support those authorized services.

“Repair”: Repair is defined as the act of correcting an unsatisfactory physical condition. Replacement is an aspect of repair and may be a necessary and/or an economically sound approach to repairs. Repair is an aspect of maintenance, and the objective of repair is the same as the objective of the general act of maintenance as defined above.

#### IV. Annual Maintenance Inspections

The Service and Concessioner shall conduct an annual joint inspection/review of Concession Facilities assigned to the Concessioner to determine what maintenance work is necessary, and if the facilities comply with applicable state and federal laws, regulations, guidelines, rules, codes, and policies. This review shall take place on a schedule to be established by the Service in consultation with the Concessioner.

Based upon the annual review, deficiencies noted on periodic evaluations (see Operating Plan), and needs identified by Concessioner staff, the Concessioner shall prepare a list of maintenance needs and an annual maintenance program proposal to submit for Service approval by December 1 of each year. This program will list specific projects and the manner by which the Concessioner intends to execute its maintenance responsibilities during the following year.

#### V. Concessioner's Responsibilities

##### A. Facilities Assigned to the Concessioner

The Concessioner shall maintain and repair all Concession Facilities assigned to the Concessioner except as noted under "Service Responsibilities."

The Concessioner will carry out general preventative and cyclic maintenance and emergency repair in a timely manner to ensure that all Concession Facilities assigned to the Concessioner achieve the basic goals described by the Concessioner Review Program and applicable codes and guidelines. All facilities shall at all times be maintained in a condition that will satisfy all inspection agencies (OSHA, USPHS, NPS, local and regional safety inspections, the town and State of Maine).

Maintenance will be carried out as follows:

1. Codes: The Concessioner shall comply with all applicable federal, state, and local codes, including but not limited to, the Uniform Building Code, the Uniform Federal Accessibility Standards, the Uniform Plumbing Code, the National Electric Code, and the National Fire Protection Association's (NFPA) Life Safety Codes; unless a written exception has been provided by the Superintendent.
2. The Concessioner is responsible for and provides all necessary maintenance and repair of the interior and exterior (except exterior painting), of all buildings, grounds, and structures within the assigned area.
3. The Superintendent shall approve all modifications to assigned structures before work may begin.
4. Emergency repairs necessitated by vandalism, abuse, or misuse of property and necessary to ensure visitor and employee safety, are permitted at a minimal level and shall comply with Service compliance standards. The Concessioner must notify the service without delay of such repairs.
5. Interior painting.
6. Repair of damaged or broken windows, doors, electrical fixtures, faucets, etc.
7. Repair or replacement of barn flooring as necessary.
8. Repair or replacement of pasture fencing as necessary.
9. Grounds care, grass cutting, litter pick-up.
10. Staining of exterior deck attached to reservation el.
11. Cleaning of stalls used for the concessioner's horses and replacement of bedding and/or stripping as necessary and proper removal of refuse in accordance with the Concessioner's Environmental Management Plan and Service environmental management standards.
12. Removal of manure from paved surfaces, grounds, and other areas subject to rain and water flows, and hauling it away for disposal outside the park as necessary, but at least once every week. Manure must be confined to a storage area approved by the Superintendent and not allowed to overflow onto surrounding areas. The manure storage container shall be covered to avoid storm water runoff from precipitation.
13. Keeping the sections of carriage roads used routinely by scheduled carriage tours free of manure on a daily basis, assisting with the repair of ruts and depressions caused by operations as approved by the Service, and controlling dust when necessary. The Concessioner's method of manure pick up and transport on carriage roads is subject to approval by the Service.
14. Removal of all trash daily and placing it in sanitary covered containers, ready for collection by the National Park Service trash pick-up crew. All grounds within the

assigned area will be policed for litter daily to maintain an acceptable appearance. The use of plastic bag liners in cans will be required to facilitate removal, reduce the chances for the attraction of vermin, and enhance overall sanitation.

Waste receptacles and recycling containers will be placed in the camping area, the stable area, and near the reservations office.

15. Concessioner Housing: Recreational vehicles used for employee housing shall be well maintained. The Concessioner shall monitor employee housing for compliance with fire, health and safety codes and Service policies and guidelines.
16. Concessioner is responsible for water lines connected to spigot stations.
17. The Concessioner shall comply with the Service's annual guidelines when reopening and repairing drinking water distribution systems.
18. The Concessioner will be responsible for routinely inspecting for and eliminating safety hazards on roadways, parking areas, walkways and trails, and for reporting pothole or other pavement hazards to the park.
19. The Concessioner shall ensure proper drainage control to protect landscapes, native vegetation, structures, facilities, and other improvements while maintaining natural drainage patterns to the greatest extent possible through timely and proper maintenance.
20. Specific techniques for control and management of erosion shall be addressed during the annual maintenance review and approved by the Superintendent prior to implementation. Proposals may include but not be limited to conducting a survey of the park roadways to create a map and a listing to identify existing problem spots and sensitive areas.
21. The Concessioner shall ensure that batteries for emergency lights shall be removed from their fixtures and provided to the Service for winter storage.
22. The two government-owned accessible carriages shall be stored in the main barn over the winter.

#### B. Signs

The Concessioner will install, maintain, and replace all interior and exterior signs relating to its operations and services within the assigned areas and directional signs outside assigned areas that relate specifically to concession operations. Examples include identifying location of facilities, operating services and hours, and the Concessioner's rules or policies.

The Concessioner shall ensure its signs are compatible with Service sign standards. Sign size, style, color, and location shall be submitted for Service approval prior to installation. No handwritten signs shall be permitted within the Concessioner's area of responsibility except on a short-term, interim basis. All new signs or changes to existing signs shall be approved by the Superintendent in writing.

The Service may install signs within the areas assigned to the Concessioner.

VI. Service Responsibilities

During the execution of any Service responsibilities indicated below, should the Service disrupt areas or lands within the Concessioner's assigned lands, the Service shall provide mitigative signing, barriers, and revegetative efforts as are needed.

The Service will interface with the Concessioner's maintenance program by executing the following responsibilities. All obligations of the Service are subject to the availability of appropriated funds.

Seasonal Operations: The Service will drain all water and sewer lines and take all necessary steps to prevent damage from freezing. All water and sewer lines will be charged and tested for leaks prior to opening.

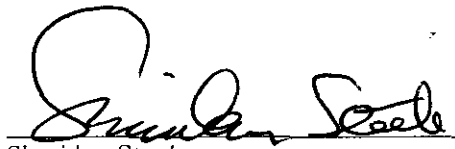
A. Facilities Assigned to the Concessioner

1. Interior painting of barn.
2. Electrical wiring including fuse panel, but not including light bulbs or fixtures broken by livestock.
3. Maintaining the roadway and parking area pavements, striping and traffic signs.
4. Major structural repairs to the barn except those caused by neglect or misuse by the Concessioner.
5. Major repairs to or alterations of the water system.
6. Maintenance of septic system and leach field.

B. Signs

The Service will install, maintain, and replace all regulatory signs. The Service will provide direction and assistance to the Concessioner during the design and installation of all approved signing.

NATIONAL PARK SERVICE



Sheridan Steele  
Superintendent, Acadia National Park

11/03/08  
Date

## EXHIBIT F

### INSURANCE REQUIREMENTS

#### I. INSURANCE REQUIREMENTS

The Concessioner shall obtain and maintain during the entire term of this CONTRACT, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the CONTRACT.

All policies shall provide for the United States and the Concessioner to be coinsured and for the United States not to be liable for any premium or deductible.

#### II. LIABILITY INSURANCE

The following Liability Coverages are to be maintained at a minimum, all of which are to be written on an occurrence basis only. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with Excess or Excess "Umbrella" Liability.

##### A. Commercial General Liability

1. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability (and must include Contractual Liability and Products/Completed Operations Liability).

Bodily Injury and Property Damage Limit \$2,000,000  
Products/Completed Operations Limit \$2,000,000  
Personal Injury & Advertising Injury Limit \$2,000,000  
General Aggregate \$3,000,000  
Fire Damage Legal Liability "per fire"

2. The liability coverages may not contain the following exclusions/limitations:

- a. Athletic or Sports Participants
- b. Products/Completed Operations
- c. Personal Injury or Advertising Injury exclusion or limitation
- d. Contractual Liability limitation
- e. Explosion, Collapse and Underground Property Damage exclusion
- f. Total Pollution exclusion

##### B. Automobile Liability

Coverage will be provided for bodily injury or property damage arising out of the ownership, maintenance or use of "any auto", (Where there are no owned autos, coverage applicable to "hired" and "non-owned" autos, shall be maintained.)

Each Accident Limit \$1,000,000

C. Excess Liability or Excess "Umbrella" Liability

This coverage is not required, but may be used to supplement any of the above Liability coverage policies in order to arrive at the required minimum limit of liability. If maintained, coverage will be provided for bodily injury, property damage, personal or advertising injury liability in excess of scheduled underlying insurance. In addition, coverage shall be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance shall be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or Excess "Umbrella" Liability policy.

D. Care, Custody and Control--Legal Liability

Coverage will be provided for damage to property in the care, custody or control of the concessioner.

Any One Loss (Coverage shall be provided based upon maximum possible loss or reasonable estimate of maximum probable loss of property of others.)

E. Special Provisions for Use of Aggregate Policies

At such time as the aggregate limit of any required policy is (or if it appears that it will be) reduced or exhausted, the concessioner may be required to reinstate such limit or purchase additional coverage limits.

F. Self-Insured Retentions

Self-insured retentions on any of the above described Liability insurance policies (other than Excess "Umbrella" Liability, if maintained) may not exceed \$5,000.

G. Workers Compensation & Employers' Liability

Coverage will comply with the statutory requirements of the state of Maine.

### III. PROPERTY INSURANCE

A. Building(s) and/or Contents Coverage

1. Insurance shall cover buildings, structures, improvements & betterments and/or contents for all Concession Facilities, as more specifically described in Exhibit C of this CONTRACT.



2. Coverage shall apply on an “All Risks” or “Special Coverage” basis.
3. The policy shall provide for loss recovery on a Replacement Cost basis.
4. The amount of insurance should represent no less than 90% of the Replacement Cost value of the insured property as listed in Exhibit C (without deduction for physical depreciation).
5. The coinsurance provision, if any, shall be waived or suspended by an Agreed Amount or Agreed Value clause.
6. Coverage is to be provided on a blanket basis.
7. The Vacancy restriction, if any, must be eliminated for property that will be vacant beyond any vacancy time period specified in the policy.

B. Boiler & Machinery Coverage

1. Insurance shall apply to all pressure objects within Concession Facilities.
2. The policy shall provide for loss recovery on a Replacement Cost basis.
3. The amount of insurance should represent no less than 75% of the Replacement Cost value of the insured property.
4. Coverage is to be provided on a blanket basis.
5. If insurance is written with a different insurer than the Building(s) and Contents insurance, both the Property and Boiler insurance policies must be endorsed with a joint loss agreement.

C. Business Interruption and/or Expense

1. Business Interruption insurance, if maintained by the Concessioner, should cover the loss of income and continuation of fixed expenses in the event of damage to or loss of Concession Facilities. Extra Expense insurance shall cover the extra expenses above normal operating expenses to continue operations in the event of damage or loss to covered property.

D. Deductibles

Property Insurance coverages described above may be subject to deductibles as follows:

1. Direct Damage deductibles shall not exceed the lesser of 10% of the amount of insurance or \$25,000 (except Flood and Earthquake coverage may be subject to deductibles not exceeding \$50,000).

2. Extra Expense deductibles (when coverage is not combined with Business Interruption) shall not exceed \$25,000.

E. Required Clauses

1. Loss Payable Clause:

A loss payable clause similar to the following must be added to Buildings and/or Contents, Boiler and Machinery, and Builders Risk policies:

“In accordance with Concession Contract No. CC-ACAD014-09 effective January 1, 2009, between the United States of America and Carriages of Acadia, Inc., payment of insurance proceeds resulting from damage or loss of structures insured under this policy is to be disbursed directly to the Concessioner without requiring endorsement by the United States of America.”

#### IV. INSURANCE COMPANY MINIMUM STANDARDS

All insurance companies providing the above described insurance coverages must meet the minimum standards set forth below:

1. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
2. All insurers for all coverages must have a Best's Financial Size Category of at least VIII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
3. All insurers must be admitted (licensed) in the state in which the Concessioner is domiciled.

#### V. CERTIFICATES OF INSURANCE

All certificates of Insurance required by this CONTRACT shall be completed in sufficient detail to allow easy identification of the coverages, limits, and coverage amendments that are described above. In addition, the insurance companies must be accurately listed along with their A.M. Best Identification Number (“AMB#”). The name, address and telephone number of the issuing insurance agent or broker must be clearly shown on the certificate of insurance as well.

Due to the space limitations of most standard certificates of insurance, it is expected that an addendum will be attached to the appropriate certificate(s) in order to provide the space needed to show the required information.

In addition to providing certificates of insurance, the Concessioner, upon written request of the Director, shall provide the Director with a complete copy of any of the insurance policies (or endorsements thereto) required herein to be maintained by the Concessioner.

## **VI. STATUTORY LIMITS**

In the event that a statutorily required limit exceeds a limit required herein, the higher statutorily required limit shall be considered the minimum to be maintained.