

**COUNTY OF SOCORRO
CONCESSIONAIRE PERMIT
FOR THE ESCONDIDA LAKE RECREATION AREA**

THIS PERMIT is issued to _____ hereinafter
“Concessionaire” this ___day of _____ 20__ by the Board of County
Commissioners of Socorro County through its duly appointed County Manager,
hereinafter “County.”

RECITALS:

WHEREAS, pursuant to NMSA 1978 Section 4-38-1 (1884) the powers of a county as a
body politic and corporate shall be exercised by a board of county commissioners; and,

WHEREAS, NMSA 1978, Section 4-38-13 (1953) provides that board of county
commissioners shall have power at any session to make such orders concerning the
property belonging to the county as they may deem expedient; and,

WHEREAS, the County of Socorro maintains and operates the Escondida Lake
Recreations Area for the benefit of its citizens;

WHEREAS, the Board of County Commissioners has determined that its citizens would
be best served if concessioners were authorized to provide commodities and /or serve
food and non-alcoholic beverages to individuals utilizing the Escondida Lake Recreation
Area in a safe, orderly and regulated manner; and,

WHEREAS, NMSA 1978 Section 4-38-19 (B) (1973) provides that, “[a] board of county
commissioners may employ and set the salary of a county manager to conduct the
business of the county, to serve as personnel officer, fiscal director, budget officer,
property custodian and to act generally as the administrative assistant to the board, aiding
and assisting it in the exercise of its duties and responsibilities.”

PERMIT

1. Purpose. This non-exclusive Permit is granted to Concessionaire for the sole
purpose of selling commodities and /or serving food and non-alcoholic beverages at
Escondida Lake. Only one stand will be permitted to operate under the terms of this
Permit. Each stand is required to have a separate Permit. In the event the concession is
deemed objectionable by the County Manager (or his/her designee), the County Manager
may in his/her sole discretion close the concession and in such event no refunds or other
recourse shall be permitted to Concessionaire.

2. Rental Fee. A rental fee of \$_____ per stand shall be paid to the
County for each day of operation. All fees must be paid no later than 24 hours prior to
each day of operation.

3. Term. This permit is valid from _____, 20__ to _____, 20__ and operations shall only between the hours of _____ and _____.
4. Termination. This Permit may be terminated at any time by the County for any reason upon one (1) hour notice to the Concessionaire.
5. Site Selection. Space for stands shall be allocated on a first come first serve basis. The County reserves the right to reassign the space in whatever manner it deems practical.
6. Rules for Space. Space used for seats, benches, awnings, overhanging parts of a stand, including stake room for tents, must be kept within the space designated. Concessionaire will be required to keep all supplies and stock off the sidewalks and roadways. No part of the space described in this Permit may be sublet or transferred without the written consent of the County.
7. Inspection. The premises described herein shall at all times be open to inspection by the County or its authorized representatives.
8. Electricity. All electrical consumption, wiring, and installation of electrical apparatus shall be at the expense of the Concessionaire and under the supervision of the County's representatives. Concessionaire must furnish a suitable fuse box and all wiring within his concession.
9. General Rules
 - A. No loudspeakers, amplifiers, radio, or other broadcasting device may be used on the location described in this contract in the absence of the written consent of the County.
 - B. The County reserves the right to regulate the parking of all motor vehicles within the Escondida Lake Recreation Area.
 - C. All food and/or drink stands must comply with applicable state food laws and sanitation regulations pertaining to temporary food service operations. The County will close immediately any food stand or dining hall which fails to comply with sanitation requirements and/or state laws pertaining to food.
 - D. Garbage cans must be furnished by Concessionaire and they shall be covered at all times. Garbage will be removed daily by the Concessionaire. Premises within ten feet of Concessionaire's concession stand must be kept free of refuse and waste matter.
 - E. Concessionaire must post in a conspicuous manner inside the stand, a sign showing the price to be charged for meals, lunches, drinks, or other food or articles to be sold under this agreement.

F. All of Concessionaire's materials and equipment must be removed from the Escondida Lake Recreation Area within 24 hours of the expiration of this permit.

10. **Default.** In the event Concessionaire, his agents, or employees, shall violate any of the conditions of this Permit, all further right to transact business under this Permit shall, at the option of the County, at once become forfeited without any right on the part of the Concessionaire to recover any part of the rental money already paid and Concessionaire and his equipment shall be removed from the Escondida Lake Recreation Area without delay.

11. **Workers Compensation.** Due to the fact that the Concessionaire is engaged in his own business enterprise and is not an employee of the County, the County will not obtain worker's compensation insurance coverage for the Concessionaire or the Concessionaire 's employees or agents. The Concessionaire shall obtain workman's compensation insurance for himself and for the Concessionaire 's employees and agents, if required by law to do so, and shall provide the County certificates of any necessary coverage upon demand.

12. **Hold Harmless.** It is mutually agreed that the County will not be held liable for any loss sustained by Concessionaire in any manner whatsoever. Concessionaire further agrees to accept liability for any injuries and further agrees to indemnify the County for any claims or actions by third parties resulting from personal injury or property damage at or near the premises described herein. The Concessionaire shall defend, indemnify and hold harmless the County from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of this Permit caused by the negligent act or failure to act of the Concessionaire, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Concessionaire resulting in injury or damage to persons or property during the time when the Concessionaire or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Permit.

13. **Liability Insurance.** Concessionaire agrees to carry general and product liability insurance in the amount of one million dollars and agrees to name the County of Socorro as an additional insured and to submit to the County of Socorro a certificate of insurance with limits of one million dollars.

ACKNOWLEDGMENTS

COUNTY OF SOCORRO

Michael Hawkes, County Manager

STATE OF NEW MEXICO)
)ss.
COUNTY OF SOCORRO)

This instrument was acknowledged before me on the ____ day of _____, 20____, by Michael Hawkes.

Notary Public

My commission expires:
