

**GOLDEN GATE NATIONAL RECREATION AREA****SPECIAL USE PERMIT FOR TEMPORARY FOOD EVENTS****EVENT ORGANIZER TFE APPLICATION AND PERMIT**

A Temporary Food Event Permit is an appendix to the guiding agreement between NPS and the park partner which may be a lease, cooperative agreement, or other NPS agreement such as a special use permit. Authority to collect cost recovery for the issuance of a TFE permit is given under 31 USC 9701, 16 USC 3a and 36 CFR 2.50. See attachment 1 for more details on cost recovery at NPS. This completed documented should be submitted with vendor applications to the Public Health Officer two weeks prior to the event.

**Event Organizer:** \_\_\_\_\_

Event Production Company: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Business License # \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact Person off-site: \_\_\_\_\_ phone \_\_\_\_\_

Contact Person on-site: \_\_\_\_\_ phone \_\_\_\_\_

**Event Organization:** \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Partner Permit # \_\_\_\_\_

Partner Contact Name and Phone: \_\_\_\_\_

**Event Information**

Name of Event: \_\_\_\_\_

Location: \_\_\_\_\_ Date(s) \_\_\_\_\_ Hours \_\_\_\_\_

Time of day food facilities will be ready to inspect: \_\_\_\_\_

Event will be held (circle one): Indoors    Outdoors    Number of Guests Expected: \_\_\_\_\_

Number of total food &amp; beverage vendors including samplers: \_\_\_\_\_

Will there be alcohol served at this event? (circle one) Yes    No

Will you hire a licensed caterer or equivalent to serve alcohol? (circle one) Yes    No    If no, refer to page 4.

As the event Organizer, I will act as contact person to the Golden Gate Recreation Area (GGNRA) staff. **I am responsible for submitting the Organizer Application, a Temporary Food Event Vendor Application for each vendor, a list of vendors, and a site plan, to the park partner at least two weeks** prior to the date of the event. Longer submittal times required for 10 or more vendors (See form #301). I recognize my responsibility in ensuring food safety at the event by organizing the site appropriately, visiting each vendor opening day to ensure compliance with GGNRA requirements, ensuring a potable water source, and providing an approved waste system **(Organizer initials)**. \_\_\_\_\_

I also understand that I shall provide the GGNRA with a Certificate of Insurance at the inception of this authorization and upon renewal of insurance thereafter, and shall provide the GGNRA thirty (30) days advance written notice of any material change in the insurance policy. I shall provide GGNRA proof of comprehensive general liability insurance in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than \$1,000,000.00 per occurrence covering both bodily injury and property damage **(Organizer initials)**. \_\_\_\_\_

By acceptance of the permit for the above noted event, I agree to indemnify, hold harmless, and assume the defense of GGNRA from and against any and all claims, demands, and actions for damages resulting from work under this permit, regardless of the negligence of GGNRA. I have read and understood my responsibilities as the **(Organizer initials)**. \_\_\_\_\_

**Approval by Public Health Officer of the Organizer and Vendor applications and successful inspections will result in the issuance of a TFE Permit to the Organizer or Permit Holder ("Holder").**

---

**CONDITIONS OF NATIONAL PARK SERVICE (NPS) TEMPORARY FOOD EVENT PERMIT**


---

1. The Holder is prohibited from giving false information, to do so will be considered a breach of conditions and be grounds for revocation: [RE:36 CFR 2.32(a)(3)].
2. The Holder shall exercise this privilege subject to the supervision of the NPS, and shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The Holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable GGNRA policies, procedures and regulations.
3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the Holder, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the (Holder) in connection herewith, and the Holder hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the minimum amount of \$1,000,000.00 and underwritten by a United States company naming the United States of America National Park Service, Golden Gate National Recreation Area as additionally insured. Proof of coverage should be mailed to Business Management Division GGNRA, Bldg 201 Fort Mason, San Francisco, CA 94123.
5. This authorization may not be transferred or assigned without the written consent of the GGNRA Superintendent.
6. This authorization may be terminated upon breach of any of the conditions herein or at the sole discretion of the GGNRA Superintendent.
7. The Holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
8. The Holder shall not construct any structures, fixtures or improvements within GGNRA. The Holder shall not engage in any groundbreaking activities without the express, written approval of GGNRA Superintendent.
9. The Holder is authorized to execute this contract on behalf of the organization listed above.

The GGNRA Public Health Officer has the right to deny applications or changes submitted after the deadline of two or more weeks before the event.

- A. Organizer Responsibility** - The Holder and all vendors authorized herein must comply with the conditions of this authorization including all exhibits or amendments or written directions of GGNRA General Superintendent. The Holder shall insure that all employees and customers entering GGNRA are informed of all "Special Park Conditions" of this authorization. The Holder may be cited for any violations of the authorization committed by their vendors while acting under this authorization.
- B. Use Limits** - It is expressly understood that the General Superintendent may impose public use limits based upon his/her authority stated in Title 36 of the Code of Federal Regulations, Section 1.5. It is also understood that possession of this Authorization does not guarantee entry into GGNRA. The Holder is subject to the following use limits specifically:

- 1) Ensuring the adherence to the regulations in the current FDA Food Code, including but not limited to:
  - a) Proper food specific cooking temperatures
  - b) Proper hot and cold holding temperatures
  - c) No bare hand contact on ready to eat foods
  - d) Appropriate hand washing facility for each vendor
  - e) Sanitation measures for utensils and food contact surfaces
  - f) Employee Health involving restriction and exclusion
- 2) Maintaining a Food Safety Certified Manager on site for each vendor present
- 3) Ensuring each vendor present during the event has been inspected and is currently permitted by GGNRA
- 4) Providing a potable water source and waste water management system (if not provided by GGNRA or related Park Partner)
- 5) Acquiring approval in advance from GGNRA for additional vendors or menu changes

**C. TFE Identification Possession** - The Holder and all vendors shall display the TFE Permit provided by GGNRA within the food facility at all times when operating within GGNRA.

**D. Damages** - The Holder shall pay the United States for any damage resulting from this use, which would not reasonably be inherent in the use described herein (**Organizer initials**). \_\_\_\_\_.

**E. Safety** - The Holder shall take every reasonable precaution to ensure the safety of its customers, vendors, participants, employees, other GGNRA visitors, and GGNRA employees.

**F. Advertising** - Advertising for the authorized activity shall not state or imply endorsement by GGNRA or the National Park Service. Upon request, the TFE Permit Holder will provide GGNRA with copies of advertising brochures and any other materials related to activities within GGNRA.

**G. Nondiscrimination** – The Holder shall comply with all Federal laws including EEO laws.

**I have read and understood my responsibilities as the event Organizer as outlined in the aforementioned conditions of the National Park Service (Organizer initials).** \_\_\_\_\_

Organizer signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

**Public Health Officer:** \_\_\_\_\_ **LT Tara Carolfi** **Date:** \_\_\_\_\_

**Park Partner NPS Agreement or SPUG Permit Number:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

\_\_\_\_\_

**CONDITIONS OF NATIONAL PARK SERVICE (NPS) ALCOHOL SERVICE**

This page should be completed by event organizers when they wish to serve or sell alcohol instead of using a licensed caterer/beverage provider or equivalent during a Temporary Food Event. The information below is viewed as a alcohol service proposal to the Golden Gate National Recreation Area and if deemed inappropriate or unnecessary can be prohibited.

**Alcohol Service Parameters In The Golden Gate National Recreation Area**

- Alcohol service shall be limited to beer and wine (see below for definitions).
- Any service or sale by provider of alcohol, , vinous, or fermented liquor containing one-half of 1 percent of alcohol by volume (collectively "Alcohol") shall conform with all State (including without limitation those of the California Alcohol Beverage Control (ABC) Act and implementing regulations) and county laws and regulations, other than fee and license requirements, that would be applicable to the premises and to the dispensing of Alcohol if the Area was not subject to the jurisdiction of the United States.
- Alcohol Provider will have at least one full-time manager onsite who has attended an alcohol law training program to oversee inventory and service. Provider must train all personnel who serve Alcohol beverages in the responsible practices of serving and/or selling Alcohol beverages. Acceptable training includes but is not limited to Servsafe Alcohol, Prometric Certified Alcohol Handler, Licensee Education on Alcohol and Drugs (L.E.A.D.) or equivalent.
- Events with alcohol service that have more than 500 attendees will acquire on site security or law enforcement.
- No promotional activities will center on Alcohol beverages.

**Vendor Consent**

I \_\_\_\_\_ (applicant of the TFE vendor permit) hereby certify that the submitted information is correct and I fully understand that any deviation from the above without prior permission from GGNRA may nullify final approval. I have read and understand the requirements expected by NPS for alcohol service.

I agree to maintain any alcohol service areas in accordance to ABC requirements and understand that failure to do so may result in the denial of alcohol service in the future at my organization.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Printed Name: \_\_\_\_\_

**DEFINITIONS AS PROVIDED BY ALCOHOL BEVERAGE CONTROL**

**"Alcohol"** means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

**"Alcoholic beverage"** includes alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine, or beer, and which contains one-half of 1 percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

**"Distilled spirits"** means an alcoholic beverage obtained by the distillation of fermented agricultural products, and includes alcohol for beverage use, spirits of wine, whiskey, rum, brandy, and gin, including all dilutions and mixtures thereof.

**"Beer"** means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product (wheat), or any combination thereof in water, and includes ale, porter, brown, stout, lager beer, small beer, and strong beer, but does not include sake, known as Japanese rice wine. Beer aged in an empty wooden barrel previously used to contain wine or distilled spirits shall be defined exclusively as "beer" and shall not be considered a dilution or mixture of any other alcoholic beverage.

**"Wine"** means the product obtained from normal alcoholic fermentation of the juice of sound ripe grapes or other agricultural products containing natural or added sugar or any such alcoholic beverage to which is added grape brandy, fruit brandy, or spirits of wine, which is distilled from the particular agricultural product or products of which the wine is made and other rectified wine products and by whatever name and which does not contain more than 15 percent added flavoring, coloring, and blending material and which contains not more than 24 percent of alcohol by volume, and includes vermouth and sake, known as Japanese rice wine.

Nothing contained in this section affects or limits the power, authority, or duty of the State Department of Health Services in the enforcement of the laws directed toward preventing the manufacture, production, sale, or transportation of adulterated, misbranded, or mislabeled alcoholic beverages, and the definition of "wine" contained in this section is limited strictly to the purposes of this program and does not extend to, or repeal by implication, any law preventing the production, manufacture, sale, or transportation of adulterated, misbranded, or mislabeled alcoholic beverages.

## Attachment 1

### TEMPORARY FOOD EVENT (TFE) FEES

As part of the operation of the Golden Gate National Recreation Area (GGNRA) Park staff provides a variety of services including administering the TFE program. Because this service provides special benefits to third parties beyond those provided to the general public and are not supported through appropriated funds, the National Park Service (NPS) is mandated by 31 U.S.C. 9701 to recover its costs for such services.

Each TFE food facility vendor must submit an application, an application fee, and permit fee to the event organizer prior to receiving a permit. After the event and all TFE permit management is completed, Event Organizers will be directed to send a lump sum payment to the GGNRA Office of Special Park Uses or Budget Office.

**I. APPLICATION FEE (non-refundable) \$90.00**

**Regardless of number of vendors**

**II. INSPECTION/PERMIT FEE \$90.00 per hour**

**Regardless of number of vendors**

**Example 1:** 4 food facilities take 3 hours to inspection  $90 + (3 \times 90) =$  \$360

**Example 2:** 3 food facilities take 2 hours to inspection  $90 + (2 \times 90) =$  \$270