

VENDOR AGREEMENT  
Third Party Local  
Between

[Park Name]  
NATIONAL PARK SERVICE (“NPS”)  
And  
[Concessioner] (“Organization”)

**RECITALS**

- A. Third-party fee collection is used to increase the convenience to NPS visitors and is an important component of the NPS Recreation Fee Program. The objective of this Agreement is to ensure consistent management of the marketing and collection of the Federal Lands Recreation Enhancement Act NPS Entrance Fee (“NPS FLREA Fee”) for [Park Name].

Developing partnerships with third parties for fee collection:

1. Increases opportunities for education about public lands.
  2. Helps promote support and stewardship of public lands.
  3. Provides convenient public sales outlets for the collection of the NPS FLREA Fee.
- B. [Concessioner] (“Organization”), [Concessioner Address], is the concessioner for the authorized services under [CONCID]. The Organization is the sole provider of authorized service to [Park Name] and thus inclusion of the NPS FLREA Fee in a single transaction, rather than multiple transactions, greatly enhances the visitor experience. The Organization, via collection of the NPS FLREA Fee, further assists in the facilitation and improvement of the public’s understanding of natural, cultural, and historic relevance of Park Name.
- C. This Agreement is entered into under the authority of the Federal Lands Recreation Enhancement Act of 2004, 16 USC 6801-6814 *et seq.*, as well as other NPS and departmental authorities supporting promotion and protection of public lands.

## **AGREEMENT**

### **ARTICLE I            Responsibilities of the Parties**

#### A. NPS agrees to:

1. Provide accurate NPS FLREA Fee information and supplemental materials in a timely manner.
2. Provide accurate general information and prompt responses to questions about the NPS FLREA Fee through the contact listed in Article VI.A.
3. Review the annual independent audit of the fee collection operation for performance and contract compliance and provide findings and recommendations to the Organization for appropriate action.
4. Conduct audits of the fee collection operation in accordance with NPS RM-22A and send a copy of any such audits to the organization.

#### B. The Organization agrees to collect the NPS FLREA Fee according to the following business rules:

##### 1. NPS FLREA Fee Collection and Validation Procedures

- a. All NPS FLREA Fees shall be collected at the time of purchase of a ferry ticket to [Park Name]; the fee collection service shall be integrated into the Organization's ferry ticket sales system (Point of Sales System) and all sales shall be entered into the Point of Sales system.
- b. During the term of this Agreement, the Organization is authorized to collect the NPS FLREA Fee through all of its retail locations or media, including walk-up, telephone, and online.
- c. The Organization shall provide general information materials on the NPS FLREA Fee to each customer who asks and refer all visitor complaints to the NPS contact in Article VI.A.
- d. The Organization will provide trained management and staff to provide NPS Fee collection services in coordination with ferry ticket sales.
- e. The Organization will not charge any sales tax on the sale of any NPS FLREA Fee.
- f. The Organization is responsible for complying with Payment Card Industry Data Security Standard (PCI DSS) for collection of payments by credit card.
- g. Refunds
  - i. The Organization shall provide a full refund for cancellations of advance purchased NPS FLREA Fees consistent with the refund policy of [CONCID]. Refunds shall be available via call center, online reservation system, and in person.
  - ii. The Organization shall process refunds in a timely manner, in accordance with the requirements of the concession contract.

- iii. The Organization must also provide refunds as a result of security, safety, or other similar types of closures.
- h. Audits
  - i. The Organization will conduct an annual independent audit of the fee collection operation and to send a copy of the audit to the NPS Key Official listed in Article VI.A.
  - ii. The Organization will conduct an independent audit of the entire [Park Name] Fee Collection operation within 60 days of Agreement termination. A copy of the audit report shall be sent to the Park contact in Article VI within 60 days of completion.
  - iii. Audits shall be made by an independent auditor in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

## 2. Fee Amounts and Exceptions

- a. Prices for NPS FLREA Fees are determined and set by NPS; these rates are subject to change at the discretion of the NPS.
- b. The Organization shall collect the following per-person fees:  
[TBD]
- c. The Organization may not add any additional fees, including but not limited to processing or administrative fees.
- d. Fee Waivers.
  - i. Groups: The Organization will only permit groups to enter the park without payment of NPS FLREA Fees if the group provides a valid fee waiver pre-approved by NPS in accordance with guidelines established by NPS.
  - ii. No NPS FLREA Fee is collected from visitors that come to [Park Name] to conduct official business, including concession-related business.
  - iii. The Organization shall keep a record of the number of fee waivers each day and provide a monthly report to the Park.

## 3. Administrative Reductions

- a. The Organization shall be allowed an administrative reduction from the total FLREA Fees collected services through an offset to remittances to NPS.
- b. The Organization will be provided [NUMBER percent (#%)] of total FLREA Fees collected. This is the administrative reduction amount allowable by NPS guidelines to compensate a vendor for their efforts and costs incurred for collecting fees for the NPS.
- c. No other compensation whatsoever will be provided.

## 4. Remittances

- a. The Organization will remit FLREA Fees to NPS on a monthly basis by the fifteenth (15th) day following the end of each month. Remittances shall be made through a U.S. Treasury automated clearing house network.

- b. The Organization will deduct and withhold [NUMBER percent (#%)], as provided in Article B3.b, from each monthly remittance to NPS.
- c. The Organization shall submit a detailed monthly report of collection activity. The report must itemize the quantity and total money collected for all types of tickets issued during the previous month.

#### 5. Marketing and Promotion

- a. NPS reserves the right to review and approve any advertising, publicity or other material prepared by the Organization (the "Organization Materials") for any promotional campaign for public distribution. The Organization shall promptly provide NPS notice any time that a promotional campaign is planned or predicted. NPS shall then promptly provide notice to the Organization if further review is required. Granting of approval may be based on whether the Organization Materials, in the sole reasonable discretion of the NPS, properly reflects U.S. Government agency missions; conveys an educational message; promotes appropriate and responsible behavior at federal recreation sites and/or encourages continued public support and preservation of public lands.
- b. By entering this Agreement, NPS does not directly or indirectly endorse any product or service provided or to be provided by the Organization, its successors, assignees or licensees. The Organization shall not in any way imply that this Agreement is an endorsement of any product or service.
- c. The Organization will not publicize or otherwise circulate promotional material related to the NPS FLREA Fee (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that state or imply U.S. governmental, departmental, bureau, NPS, or government employee endorsement of a product, service, or position that the Organization represents. No release of information relating to this Agreement may state or imply that the U.S. Government or NPS approves of the Organization's work or product or considers The Organization's work or product to be superior to other products or services.
- d. The obligations set forth in Article I.B.2 hereof shall survive the termination of this Agreement.

#### **ARTICLE II**            **Term**

- A. This Agreement will be effective for the term of the concession contract [CONCID], unless terminated earlier by one of the parties pursuant to Article III, below.
- B. If [CONCID] is extended beyond the contract expiration date, this agreement term may be modified per Article III.A.

#### **ARTICLE III**            **Modification and Termination Clause**

- A. This Agreement may be modified only by a written modification signed by the parties.

- B. Either party may terminate this Agreement by providing the other party thirty (30) days advance written notice. Termination may be “for cause” (nonperformance of contractual obligations, including the material and/or repeated failure to follow any of the terms or conditions of this Agreement) or it may be without cause. One party’s waiver of the other party’s nonperformance in one or more instances shall not constitute a waiver of the right of any party to require strict performance in the future.
- C. It is preferable that, before one party provides the other party with notice of its intention to terminate either “for cause” or without cause, the parties meet to discuss the reasons for this action and work amicably to resolve their differences, if any. Such a meeting also may be desirable and effective after such notice is given.
- D. Termination of this Agreement shall not extinguish any obligation hereunder with respect to the Organization’s duty to honor or refund any order placed by any member of the public prior to termination, or any other obligation expressly non-extinguishable hereunder.

**ARTICLE IV            Representations, Liability and Indemnification**

- A. Except as expressly provided in this Agreement, neither party shall be liable to the other for any indirect, consequential, incidental, exemplary, punitive or special damages, including, but not limited to, any loss of profit or revenue, arising from or in connection with any breach or violation of the agreement or from any action or omission relating to the agreement, whether or not the other party has been advised of the possibility of such damage.
- B. Article IV shall survive termination of this Agreement.

**ARTICLE V            Standard Clauses**

- A. Non-Discrimination. During the performance of this Agreement, the Organization will not discriminate against any person because of race, color, religion, sex, or national origin, in either their own employment practices, or in marketing and sale of the NPS FLREA Fee.
- B. Public Information Release. Neither party will unilaterally publish data regarding the NPS FLREA Fee or the performance of this Agreement, including without limitation, results of any studies related to the FLREA program, without consulting with and obtaining approval from the other party; except that NPS may make available the volume of NPS FLREA Fee revenue collected by third party organizations. This obligation shall survive the termination of this Agreement.
- C. Conflict-of-Interest and Reporting. Unless otherwise disclosed, the Organization represents and warrants that neither it nor any of its principals, directors, owners, assigns, or affiliates is engaged in any administrative or judicial litigation or other proceeding before or against the U.S. Department of the Interior or the U.S. Department of Agriculture or any

of their agencies or bureaus. If the Organization, or any of its principals, directors, owners, assigns, or affiliates are or, during the term of this Agreement should become involved in such a matter or proceeding before either Department or its agencies or bureaus, the Organization shall promptly disclose this. Such involvement will *not* automatically result in termination of this Agreement, but shall be considered based upon its unique facts and circumstances. The Organization will provide to NPS a list of contracts or agreements they are party to with the Departments of the Interior or Agriculture or their agencies or bureaus. Should the Organization become involved in any additional contracts or agreements with the Department, or its agencies or bureaus, the Organization shall promptly disclose this.

- D. Non-Obligation. Nothing herein shall be construed to obligate the U.S. Government to expend any sum in excess or advance of appropriations.
- E. No Third-Party Benefit. The terms and conditions of this Agreement are by and between the parties only and nothing herein is or shall be construed to benefit or be enforceable by any third-party.
- F. The Organization may not assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement or any portion of this Agreement, whether voluntarily or involuntarily, without the prior written approval of NPS.

**ARTICLE VI            Key Officials, Signatures and Dates**

- A. Key officials are essential to ensure maximum coordination between the parties and the work being performed. They are:

For the NPS:

For Concessioner:

- B. Changes in key officials. Neither the NPS nor the Organization may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include justification with sufficient detail to permit evaluation of the impact of such change in the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification of this Agreement.

**ARTICLE VII            Miscellaneous**

- A. The validity, interpretation and construction of this Agreement, and all other matters related to this Agreement, shall be governed and interpreted in accordance with the laws of the United States of America.
- B. This Agreement is the entire Agreement between the parties and supersedes all prior or contemporaneous Agreements, representations or negotiations between the parties.

**ARTICLE VIII**      **Signatures**

In Witness hereof, the parties hereto executed this Agreement on the date(s) set forth below.

National Park Service

Concessioner

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date