# EXHIBIT A

## OPERATING PLAN

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1) INTRODUCTION

This Operating Plan between [Concessioner Name] (the Concessioner) and the National Park Service (the Service) describes the Concessioner’s and the Service’s specific operating responsibilities regarding those lands and facilities in Great Smoky Mountains National Park (the Area) that are assigned to the Concessioner for the Contract authorized purposes.

If the Contract and this Operating Plan terms conflict, the Contract terms, including its designations and amendments, will prevail.

The Superintendent will review this plan annually by consultation with the Concessioner and revised as the Superintendent determines is necessary. Any revisions must be consistent with the main body of this Contract. Any revisions must be reasonable and further the Contract’s purposes.

2) DEFINITIONS

In addition to all defined terms in the Contract, its Exhibits, and 36 C.F.R. Part 51, the following definitions apply to this Operating Plan.

A) “Service Policy”

Means the directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the Contract term. Service Policy includes, for example, the NPS Commercial Services Guide. Service Policy is available upon the Service’s request.

3) MANAGEMENT RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must:

(1) General Manager Designee Role

   (a) Has the authority and the managerial experience for operating the Concession Facilities and services required, and if appropriate, authorized under the Contract;

   (b) Must employ a staff with the expertise and training to operate all services required, and if appropriate, authorized under the Contract;

   (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,

   (d) Must implement Service Policy.

(2) Absent General Manager

   (a) The Concessioner must designate an acting General Manager.

(3) Management Listing.

   (a) The Concessioner must provide the Service with a list identifying key management and supervisory personnel by department with their job titles, and office and emergency phone numbers by March 1 of each year and provide a revised list showing changes in 14 calendar days of each change.
B) Service

The Superintendent manages Great Smoky Mountains National Park with responsibility for all operations, including concession operations. The Superintendent implements Service policy, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area.

(1) The Superintendent’s Concessions Responsibilities

(a) Include, but are not limited to:
   • Evaluating Concessioner services and facilities
   • Reviewing and approving rates charged for all commercial services

(2) Service Contact information

(a) The Service provides a current list to the Concessioner with all appropriate points of contact

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

Minimum operating season and hours are as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Operating Season</th>
<th>Open</th>
<th>Close</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guided Horseback Rides, Limited Souvenirs,</td>
<td>March 15 – November 30</td>
<td>9:00 a.m.</td>
<td>4:30 p.m.</td>
</tr>
<tr>
<td>and Souvenir Photographs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vending</td>
<td>March 15 – November 30</td>
<td>24 hours</td>
<td></td>
</tr>
</tbody>
</table>

Normal Operations.

(1) The Concessioner must submit proposed opening and closing dates, and hours of operation for all locations to the Service within 30 days after the Contract’s effective date for the upcoming season and September 1 for each upcoming season thereafter, which must include at a minimum the opening and closing dates and hours as listed above.

(2) The Concessioner must follow the minimum hours of operation unless the Concessioner requests changes and the Service approves the changes in writing. The Service may require occasional closures, delayed opening, or early closings due to weather, natural disasters, projects to repair infrastructure, and similar occurrences. Other than in emergency circumstances, the Service will provide reasonable notice to the Concessioner of these dates.

(3) Closure for Inclement Weather, Emergencies, or Unusual Circumstances.

(a) Notwithstanding the minimum operating season and hours specified above, there may be times when the Concessioner will close or not offer all required and authorized services as a result of inclement weather, emergency situations, or other unusual circumstances. In general, the Concessioner will be expected to provide services in accordance with the approved operating season and hours unless it is reasonably anticipated that inclement weather, emergency situations, or other unusual circumstances would result in unsafe conditions or preclude providing satisfactory services to the public.

(a) Whenever there is a question as to whether conditions justify a closure or cancellation of services, the Concessioner should consult with the Concessions Management Specialist before initiating this action.

(b) In the event of inclement weather, emergency, or unusual circumstances that requires a sudden unscheduled closure, the Concessioner must notify the Park Communication Center (865-436-1294). The Concessioner also must notify the Concessions Management Division of unscheduled closures, as soon as possible.
If the concession operation will be closed, the Concessioner must make every reasonable effort to notify its patrons of the closure, duration, and reason for the closure. Additionally, the Concessioner must post a notice at the concession entrances or office and Website advising the public of the closure duration and reason for the closure.

B) Rate Determination and Approval Process

(1) Rate Determination. The Service ensures that the Concessioner’s rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services the private sector provides. As used in this Operating Plan, each of the specified methods has the meaning as stated in the “National Park Service Concession Management Rate Administration Guide (2017) (Rate Administration Guide)”, (a copy which can be obtained by contacting the Service or on the Commercial Services website at: https://www.nps.gov/subjects/concessions/upload/2017-Rate-Administration-Guide.pdf) as it may be amended, supplemented, or superseded throughout this Operating Plan term.

(a) Guided Horseback Rides. Rates for guided horseback rides will be in accordance with the National Park Service Competitive Market Declaration (CMD) guidelines.

(b) Merchandise Rates (including souvenir sales, souvenir photography and vending). Rates will be determined using Manufacturer’s Suggested Retail Price (MSRP) or, if this is unavailable, CMD.

(2) Rate Approval Process

(a) Annual Rate Changes. Rate increase requests may be made annually and must be submitted in writing no later than January 1. Requests must be in accordance with applicable Service Policy and provide information to substantiate the requested rates in sufficient detail for the Service to be able to replicate results using methodology specified in the Rate Administration Guide. If no rate increase is requested, the Concessioner must notify the Superintendent of this in writing by January 1.

(b) Rate Request Information. All rate requests must include pertinent information about the rate and product, or service proposed. This includes but is not limited to brand names, portions, length of service, amenities provided, etc. Rate requests require support by established criteria and comparability data. The current Rate Administration Guide outlines the information the Concessioner must include in the request.

(c) Approved Rate Posting. The Concessioner must make available to visitors all approved rates for goods and services. The Concessioner must prominently post all rates for goods and services provided to the visiting public.

(d) Rate Compliance. Rate compliance will be checked during periodic operational evaluations throughout the year. Approved rates must remain in effect until superseded by written changes the Service approves.

(3) Reduced Rates for Government Employees. Goods and services will not be provided to government employees or their families without charge or at reduced rates unless equally available to the general public.

C) Purchasing

(1) Competitive Purchasing. Purchases may be made from a facility the Concessioner or a parent company operates or owns, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.

(2) Discounts. To the extent applicable to the rate approval method in place, and to the extent feasible, the Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer.

(3) Environmental. The Concessioner must purchase and use environmentally preferable products whenever available and feasible.
(4) Concessioner Monitoring Program. The Concessioner must inspect and monitor its services and facilities this Contract requires regarding Applicable Laws; Service Policy and standards; authorized rates; life, health, and safety; public health; environmental management and impacts on natural or cultural resources; responsiveness to visitor comments; compliance with the Contract including all its Exhibits; and other operational performance standards as appropriate. The Concessioner must develop and implement corrective action plans to respond timely to any operating deficiencies it identifies. Specific inspection and testing requirements are described in later sections of this Operating Plan.

(5) Service Concessioner Review Program. The Service may evaluate the Concessioner’s services and facilities, including all Concession Facilities, to assess and rate Concessioner performance in accordance with the NPS Concessioner Review Program. The results of the program evaluations are used to prepare an Annual Overall Rating Report. Service personnel conduct these activities and may request the assistance of third-party subject matter experts. The findings of such experts may be fully incorporated in Service evaluations. The Concessioner must provide full access to management, property, documents, and other resources necessary for the Service to conduct these evaluations. The Concessioner must work with Service staff to prioritize, schedule, and correct deficiencies and implement improvement programs resulting from these activities. The Concessioner’s performance in addressing deficiencies timely are a consideration in deciding the Concessioner’s rating. The Service has the right at any reasonable time to visit the Concession Facilities for the purpose of performing inspections.

(a) Periodic Operational Evaluations. The Service may conduct announced and unannounced periodic evaluations of the Concession Facilities and services to ensure conformance to applicable operational standards. The Service may contact the Concessioner when performing an evaluation so that the Concessioner’s representative may accompany the evaluator; if an unannounced evaluation, the Service may contact a Concessioner representative at the evaluator’s time of arrival.

(6) Annual Overall Rating. As part of the Concessioner Review Program, the Service determines the Annual Overall Rating (AOR) for the preceding calendar year. The Superintendent or their representatives are available to meet with the Concessioner to discuss the evaluation. The AOR provides narrative summaries of the operating year, as well as the following reports, and includes an overall score and rating for the entire operating year.

(a) Administrative Compliance Report. The Administrative Compliance Report and rating considers the Contract compliance criteria: timely and accurate submission of the annual financial report; timely and accurate payment of franchise fees; timely submission of proof of general liability, vessel, automobile, and workers compensation insurance, etc. Insurance documents must be submitted annually by March 1.

(b) Operational Performance Report. The Operational Performance Report and rating considers the individual periodic operational evaluations and weights them if necessary.

(c) Risk Management Program Evaluation Report. The Service will conduct an annual comprehensive evaluation of the Concessioner’s Risk Management Program (RMP). This evaluation considers the Concessioner’s compliance with the Service risk management standards, implementation of life safety and fire safety programs, and operation in accordance with the Concessioner’s documented RMP. The results of any life or fire safety inspections conducted by the Service may also be a component of this evaluation and a component of the periodic operational evaluations.

(d) Environmental Management Program Evaluation Report. The Service will conduct an annual evaluation of the Concessioner’s Environmental Management Program (EMP). The evaluation considers the Concessioner’s compliance with the Service environmental management standards, protection of natural resources, fulfillment of environmental compliance requirements, and operation in accordance with the Concessioner’s EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
(e) **Asset Management Program Evaluation Report.** The Service will conduct an annual evaluation of the Concessioner’s Asset Management Program and provide a rating. Asset management will also be a component of periodic operational evaluations. The Concessioner must perform periodic interior and exterior asset management inspections of all Concession Facilities in accordance with its documented Asset Management Program.

(7) **Other Audits or Inspections.** As the Service may deem necessary, the Service or a third-party evaluator may conduct additional evaluations, including but not limited to the following.

(a) **Environmental Audits.** The Service may conduct environmental audits to evaluate the Concessioner’s operations regarding environmental compliance and environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide. Performance in closing audit findings is considered in the AOR 10-EMP Evaluation.

(b) **Integrated Pest Management Inspections.** The Service may conduct integrated pest management inspections of Concession Facilities and operations, which may consider issues such as vector control and exclusion practices, pesticide application practices and others.

(c) **Fire Inspections.** The Service may conduct fire safety inspections at its discretion throughout the Contract term but will contact location managers of the facility inspections so that the Concessioner’s representative may accompany the Service evaluator.

(d) **Visitor Satisfaction Review.** The Service may review Concessioner visitor satisfaction program results, complaints, and comments, and incorporate findings into the AOR.

**D) General Policies**

(1) **Facilities Use**

(a) **Authorized Use.** The Concessioner must use the assigned Concession Facilities only for activities or services that directly and exclusively support contractual services required or authorized by the Contract.

(b) **Smoking Policy.** All buildings within the Concession Facilities are designated as non-smoking. A copy of Director’s Order 50D regarding the Service’s policy on smoking can be found at [https://www.nps.gov/subjects/policy/upload/DO_50D_6-29-2009.pdf](https://www.nps.gov/subjects/policy/upload/DO_50D_6-29-2009.pdf).

(2) **Reservations.** The Concessioner may, but is not required to, accept advance reservations for guided horseback rides.

(a) **Reservations Services.** The Concessioner will accept reservation requests via telephone, fax, internet and mail.

(b) **Deposits/Refunds.** Deposits and refund rates are part of the rate approval process and based on comparables. The policy must be included in all advertising, brochures, and reservation confirmations.

(3) **Method of payment.** The Concessioner must accept the following as payment for all services, except that only U.S. Currency may be accepted for vending and self-service firewood and ice sales:

(a) **U.S. Currency**

(b) Cashier’s checks, personal checks and traveler’s checks with proper identification

(c) Credit Cards. At a minimum, the Concessioner must honor at least three types of major credit cards. The Concessioner must accept debit cards.

(4) **Lost and Found.** The Concessioner must establish and provide an effective program for handling lost and found or unattended property in the Concession Facilities. This program must include property that concession employees may have abandoned. This program must follow Service Policy and Applicable Laws and integrate with the Area’s existing Lost and Found Property...
Procedures, Management Directive No. 10. The Service will provide the most recent version including Form No. 10-166 “Lost-Found Report” for use.

(a) Items lost/found at or turned in at the Concession Facilities must be reported on the Lost-Found Report (Form 10-166) with as much information as possible to facilitate return of the item. Items not claimed within seven days shall be turned over to the Park, along with the completed Lost-Found Report at the Area visitor center, campground office or transmitted to the Property Technician at Park HQ warehouse. No items will be released without the claimant providing identification of the item, name, address, and signature of receipt.

(b) The Concessioner must provide the Park with a copy of the established lost and found policy within 60 days after the Contract’s effective date and within 30 days of any policy changes.

(c) The Concessioner must maintain a centralized location to store all lost and found items that includes secure storage for items such as money, jewelry, or other valuable articles.

(5) Vehicles

(a) Licensing, Insurance, Maintenance, and Registration

No maintenance activities are allowed within the Area. All maintenance activities, including but not limited to washing, topping off fluids, fluid changes and painting must take place outside the Area.

(b) Parking. The Concessioner must ensure that its employees park in the areas designated for such purposes.

(c) Abandoned Vehicles. The Concessioner must notify the Service of abandoned vehicles in the Concession Facilities, which may include employee vehicles. Employee vehicles must be towed at the owner’s expense, or if the owner cannot be located, at the Concessioner’s expense. The Concessioner must take necessary steps to remove abandoned property in a timely manner and properly dispose all abandoned property. Unserviceable vehicles must not be stored within the Area.

(6) Interaction with Wildlife

(a) The Concessioner must conduct its operation in a way to minimize adverse impacts on wildlife. Feeding wildlife is prohibited. The Concessioner or its guests may not leave food unattended in the Area. The Concessioner must educate employees and guests on these prohibitions.

(b) The Concessioner must store all food items and other potential attractants in a manner to prevent wildlife issues. All solid waste from the Concessioner’s operation must be stored in bear-resistant containers of similar design used by the Service in the Area.

(c) The Concessioner must ensure that its employees are familiar with the Service’s Bear Management Guidelines for the Area. The Concessioner and its employees must immediately report bear activity or other wildlife issues to the Area Communications Center. Bear activity must also be promptly and accurately recorded on the appropriate form and routed to the Wildlife Biologist according to Service protocols for the Area.
(7) Visitor Comments

(a) Comment Cards:

- The Concessioner must make Service-approved comment cards available to visitors in order to measure service and quality standards, and overall Area experience.
- The Concessioner must keep an adequate inventory of comment cards available at appropriate locations within the Concession Facilities.
- At a minimum, the Concessioner must maintain one clearly labeled visitor comment box with comment cards in a highly visible location in the Concession Facilities.

(b) Comments or complaints received by the Concessioner:

- The Concessioner must investigate and respond to all visitor complaints regarding its services within 14 business days of receipt. The Concessioner must provide the Service a copy of the initial comment, Concessioner’s response, and any other supporting documents.
- The Concessioner must provide the Service all visitor comments that allege misconduct by Concessioner or Service employees, or that pertain to the safety of visitors or employees or concern the safety of Area resources within 24 hours of receipt of the comment by the Concessioner.

(c) Comments or complaints received by the Service:

- The Service will forward to the Concessioner any comments and/or complaints received regarding Concession Facilities or services. The Concessioner must investigate and make an initial response to any complaints within 14 business days of receipt. The Concessioner must provide a copy of any responses to the Service. The Service will forward to the Concessioner copies of its responses, if any.

(d) Visitor comment reporting:

- The Concessioner must include a brief summary of visitor comments received during the prior month in the Monthly Contract Monitoring Report that is due by the 15th of each month during the operating season. If applicable, the Concessioner must provide any tabulation or analysis of visitor comments and any action plan developed to correct any service-related issues identified in the data. In addition to, or instead of the summary, the Concessioner may submit copies of each comment card received during the prior month.
- If applicable, the Concessioner must also submit within 14 calendar days of receipt, a copy of any customer satisfaction data collected by third parties on the Concessioner’s behalf, including any statistical analysis of this data.
- Upon request, the Concessioner must provide the Service copies of individual comment cards or other supplemental information that supports the summary provided.

E) Human Resource Management

(1) Employee Identification and Appearance. The Concessioner must ensure that all employees in direct contact with the public wear uniforms or standardized clothing with a personal nametag. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude. Attire must be freshly laundered and in good condition (not torn, stained, or excessively faded). The Concessioner must submit initial uniform standards for Service approval and any changes at least 60 calendar days before purchase of uniform items.

(2) Firearms: Concessioner employees may not carry firearms while on duty. The Concessioner is responsible for advising employees of this prohibition. Federal law prohibits firearms in federal
facilities, such as Service visitor centers; these facilities are posted with appropriate notices at public entrances.

(3) Employee Hiring Procedures

(a) **Staffing Requirements.** The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season. The Concessioner must attempt to offer its employees a full work week whenever possible. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.

(b) **Drug-free Awareness and Testing Program.** The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse. The Concessioner must make results of drug testing available to the Service upon request.

(c) **Background Checks.** The Concessioner must request and review a copy of the applicant’s criminal history and driving transcript, certified by the state. The Concessioner must not hire an employee with any active warrants (current fugitive from justice). In reviewing any past criminal convictions, the concessioner should consider the appropriateness of hiring the applicant into a position, given the purpose of maintaining a healthful, law abiding, and safe working environment for the public, and Service and Concessioner employees. In doing so, the Concessioner should consider the nature of any past offenses, the amount of time that has transpired since, and the applicant’s academic or employment track record since the time of any offenses. The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger’s Office. Prospective employees must be made aware before of hire that this information may be made available to the Service.

(d) **Driver Requirements.** Drivers of Concessioner-owned vehicles used in operations under the Contract must have a valid state operator’s license for the size and class of vehicle driven.

(e) **Service Employees.** The Concessioner must not employ in any status a Service employee, his/her spouse, or a minor child without the Superintendent’s written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concessions Management Specialist, or Safety Officer.

(4) Training: The Concessioner must provide appropriate training as follows:

(a) **Manuals.** The Concessioner must develop written training materials for its employees. The Concessioner must provide the Service with an initial copy of these materials within 60 calendar days after the Contract’s effective date and within 30 calendar days of any changes.

(b) **Safety.** The Concessioner must train its employees annually according to the training requirements in its Risk Management Program.

(c) **Job Training.** The Concessioner must provide appropriate job training to each employee before duty assignments and working with the public. Training must include the following in addition to job-specific skills:

- Service Concessions Management. The Concessioner must orient its managers to Service evaluation and rate policies, as outlined in the Commercial Services Guide
- Customer Service. The Concessioner must provide customer service and hospitality training for employees who have direct visitor contact.
- Resource and Informational Training. The Concessioner must provide training regarding Area resources, visitor attractions, and visitor services for all employees who
interact with the public. Training must incorporate information the Service provides specifically for this purpose, if any.

- **Interpretive Training.** The Concessioner must provide interpretive skills training to all employees who provide interpretive services. Concession employees who provide these programs are encouraged to attend the seasonal orientation program the Service provides for its resource education employees. This training is usually offered the first two weeks after Memorial Day and includes up-to-date resource information and interpretive skills training. The Service may be able to provide limited training for employees on-site at Sugarlands Riding Stables at a time that is determined to be mutually convenient.

- **First Aid and CPR.** At a minimum, employees who provide guided horseback rides must be trained in basic first aid and CPR and possess a current certification.

- **Environmental Training.** The Concessioner must provide environmental training to all employees according to its Environmental Management Program.

(5) **Orientation.** The Concessioner must provide mandatory orientation and training for its employees.

  (a) The Concessioner must inform employees of Service regulations and requirements that affect their employment and activities while working and residing within the Area.

  (b) The Concessioner must orient its employees to the Area’s resources, including potential safety hazards and their mitigation. This must include orienting employees to hazards they may encounter on their time off.

  (c) The Concessioner must emphasize to its employees that the feeding of wildlife is not permitted.

  (d) The Concessioner may request Service staff present certain topics of interest.

  (e) **Employee Responsibilities.** The Concessioner must always require that its employees follow all federal, state, and local laws, and all Service policies and regulations.

F) **Interpretive Services**

(1) **Personal Interpretive Services**

  (a) **Employee Knowledge.** Employees must demonstrate their knowledge of the National Park Service, its mission and values and the cultural and natural resources in Great Smoky Mountains National Park in general and specifically of Sugarlands Riding Stables. Staff must use appropriate interpretive techniques in their interactions with visitors when performing such functions as giving directions and answering basic Area questions. Employees who provide interpretive services on guided horseback rides must be knowledgeable regarding cultural and natural resource information applicable to the ride routes and must be able to present this information in an interesting and understandable manner.

  (b) **Guided Horseback Rides.** The Concessioner will, at a minimum, include in the pre-trip orientation a brief description of the ride route and key features of interest along the route.

  (c) **Service Involvement.** The Service staff may advise and assist the Concessioner in the development of interpretive materials.

(2) **Non-Personal Interpretive Services**

  (a) **Locations.** The Concessioner must integrate Area interpretive themes into the interior decor of merchandise and recreational service facilities. The Concessioner must make appropriate areas within the Concession Facilities, both interior and exterior locations, available to provide Area interpretive and safety messages in various mediums, including bulletin boards and kiosks.
Area Information. The Concessioner must make Area informational handouts, including information specific to Sugarlands Riding Stables available at the Concession Facilities. The Concessioner must coordinate with the Resource Education Division to request and obtain a supply of informational handouts and determine what handouts are appropriate.

G) Visitor’s Acknowledgement of Risk

1. The Service-approved sample Visitor’s Acknowledgement of Risks form is provided as Attachment 1 to this Operating Plan.

2. The Concessioner will submit to the Superintendent for approval its proposed Visitor’s Acknowledgement of Risks form, if any, within 60 calendar days of the Contract’s effective date and at least 30 calendar days before any proposed changes in the form. If no Visitor’s Acknowledgement of Risks form will be used, the Concessioner will advise the Superintendent of this intention within 60 calendar days of the Contract’s effective date.

3. The Concessioner may not request or require guests participating in activities to sign a liability waiver form.

5) ENVIRONMENTAL MANAGEMENT

A) Environmental Management Program

The Concessioner must develop, maintain, and implement a Concessioner Environmental Management Program (EMP) that is in accordance with Section 6 of the Contract. The Concessioner must submit its initial plan to the Service within 60 calendar days after the effective date of the Contract and updates to the EMP annually thereafter by March 1 each year.

6) RISK MANAGEMENT

A) Risk Management Program

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Program (RMP) that is in accordance with the Occupational Safety and Health Act (OSHA) and Director’s Order #50B, Occupational Safety and Health Program and the Commercial Services Guide. The Concessioner must submit its initial plan for the RMP to the Service within 60 calendar days after the effective date of the Contract and updates to the RMP annually thereafter by March 1 of each year. The Concessioner must update its RMP to comply with Applicable Laws.

The elements that must be addressed in the RMP include:

1. Policy written and available to staff
2. OSHA qualified safety and health official designated (onsite)
3. Annual goals and objectives have been established
4. Program administration requirements have been followed
5. Inspection schedule has been developed
6. Inspections conducted by person(s) trained and capable of recognizing/evaluating hazards
7. Inspection records kept for a minimum of three years
8. “Serious hazard” deficiencies abated, or action plans developed within time limits
9. “Non-serious hazard” deficiencies” abated or action plans developed within time limits
10. Documented plan for reporting and investigating employee and visitor accidents/incidents
11. All reportable accidents are being reported to the Service
12. Communication of activity-related hazards occurs
13. Communication of resource-related hazards occurs
(14) Training planned and accomplished for supervisors
(15) Training planned and accomplished for safety and health official(s)
(16) Training planned and accomplished for employees
(17) Procedures are documented for all probable occurrences
(18) Plans are coordinated with the Service
(19) Plans are distributed to employees or posted conspicuously
(20) Other unique RMP requirements in Contract are followed

B) Emergency Response

The Concessioner must provide plans and procedures, equipment, and training to employees to effectively respond to releases of hazardous substances (such as manure spillage when removing from Area) for the purpose of stopping the release per 29 C.F.R. § 1910.120(q)(6)(iii). These include an Emergency Action Plan, Emergency Response Plan, and may include a Spill Prevention Control and Countermeasure Plan. The Concessioner must include these stand-alone plans as key parts of the Concessioner’s Risk Management and Environmental Management Programs. The Concessioner must provide and maintain emergency response equipment as appropriate.

7) PROTECTION AND EMERGENCY SERVICES

A) Incident Reporting and Requests for Assistance

(1) The Concessioner must immediately call the Park Communication Center (865-436-9171) to request assistance and make the Service aware of any of the following type of incidents. If the Concessioner is unable to make immediate contact with the Park Communications Center, the Concessioner must dial “911” to request assistance.

(a) Any known or suspected criminal violations.
(b) Any structural fire or wildfire.
(c) Any employee or visitor deaths.
(d) Any employee or visitor accidents or illness requiring more than minor first aid treatment.
(e) Any incidents that could result in a tort claim against the United States.
(f) Any property damage incident resulting in more than $300 in damage.
(g) Any motor vehicle accident or damage to a motor vehicle involving an employee or employee’s vehicle.
(h) Any incident that affects the Area’s natural or cultural resources.

B) Law Enforcement

(1) Service

(a) The Service has the primary responsibility for law enforcement and visitor protection in the Area.

(2) Concessioner.

(a) The Concessioner may, but is not required to, employ private security personnel to protect the Concession Facilities. If the Concessioner elects to employ private security personnel, the Concessioner must notify the Service.

(b) Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action.

(c) The Concessioner must secure buildings, equipment and facilities under its control.
(d) The Concessioner must immediately report to the Service any observed violations of the law.

C) Structural Fire Protection

(1) Service

(a) Structural fire suppression services are provided by local agencies rather than the Service. However, the Service will respond to reports of structural fire at Concession Facilities and manage the response to these incidents.

(2) Concessioner

(a) Fire prevention and protection must be primary considerations at all Concession Facilities.

(b) The Concessioner must integrate structural fire and life safety procedures in its Risk Management Program.

(c) The Concessioner must ensure that all Concession Facilities meet federal, state, and local codes and that appropriate fire detection and suppression equipment is installed, operated, inspected, tested, and maintained per Applicable Laws, including, but without limitation, National Fire Protection Association standards and National Park Service Resource Manual 58 (RM-58) where feasible.

(d) The Concessioner must follow the Service Fire Suppression and Alarm System Control Program.

D) Emergency Medical Care and Search and Rescue

(1) Service

The Service is primarily responsible for emergency medical care and search and rescue in the Area. Local EMS and Search and Rescue organizations provide aid at the Service’s request.

(2) Concessioner

(a) The Concessioner must provide adequate training and certification to appropriate staff to respond to basic emergency medical needs including CPR. All Concessioner employees must be trained in proper emergency reporting procedures and must be instructed to provide essential information, e.g. a call back number at their location.

(b) First Aid Supplies. The Concessioner must maintain basic first aid supplies at all Concession Facilities.

8) PUBLIC RELATIONS

A) Required Notices

The following notices must be prominently posted at all Concessioner cash registers and payment areas:

“This service is operated by (Concessioner’s name), 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. Prices are approved by the National Park Service.

Please address comments to: Superintendent
Great Smoky Mountains National Park
107 Park Headquarters Road
Gatlinburg, Tennessee 37738

or GRSM_Superintendent@nps.gov

V9.2020
B) Public Statements

The Concessioner must refer all media inquiries concerning operations within the Area, questions about the Area, or concerning any incidents occurring within the Area to the Service. This includes all media interviews.

C) Advertisements and Promotional Material

(1) Promotional Material

(a) Approval. The Concessioner must obtain Service approval of any promotional material before use or publication. This comprises all promotional material, including website information and social media.

(b) Approval Process and Timeline. The Concessioner must submit all promotional media and changes to promotional media and layout to the Service for review at least 30 calendar days before projected need or printing dates. The Service will make every effort to respond to minor changes to brochures and other texts within 15 days. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service well in advance to establish specific time frames for each project.

(c) Material. The Concessioner should publish all advertisements and promotional material using soy-based inks on minimum 30% post-consumer material paper and tree-free products and double-sided.

(d) Websites. The Concessioner must provide information to the Service to enable the Service to provide links on the Service website to the Concessioner’s website. The Concessioner must include on its website a link to the Area’s website. The Concessioner is encouraged to include in its website information concerning the Area’s Resource Education themes and information concerning resource protection. The Concessioner must obtain approval for any such educational material.

(2) Statements

(a) Advertisements must include a statement that the Concessioner is authorized by the Service and the Department of the Interior to serve the public within Great Smoky Mountains National Park.

(b) Advertisements for employment must state that the company is an equal opportunity employer.

(3) Use of National Park Service Authorized Concessioner Mark (Mark)

(a) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words “Authorized Concessioner.”

(c) Authorized Users. The Concessioner is authorized to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a satisfactory or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the Contract.

(d) Authorized Uses of the Mark. The Concessioner may use the Mark in publications, written advertising, brochures, web-based information, interpretive materials, broadcasts (television, film or other audio/visual), associated with required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on visitor transportation systems, vessels and aircraft.

(e) Prohibited Uses of the Mark. The Concessioner may not use the Mark on merchandise, souvenirs and clothing presented for sale to the public; Concessioner employee uniforms; or
Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.

(f) Artwork, Layout and Use. The Concessioner must use official artwork provided by the Service. Layout and use must be in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services web site under the Concessioner Tools tab.

(g) Approval Procedures. The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request and the Concessioner’s proposed layouts in writing.

9) VOLUNTEERS IN THE PARK (VIP) PROGRAM

The Concessioner is encouraged to make its employees aware of the Service’s Volunteers in Parks (VIP) program. Additional information concerning the Service VIP program can be found at the Area website at http://www.nps.gov/grsm/supportyourpark/volunteer.htm.

10) SPECIFIC OPERATING STANDARDS AND GUIDELINES

A) General

The Concessioner must provide all services in a consistent, environmentally sensitive, and high-quality manner and must operate per the operating standards as defined in the Service’s Concessioner Operational Performance Standards. The applicable Service standards, Horse and Mule and Retail (10- H&M and 10-RET), can be found at https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm, specify the minimum operating standards that the Concessioner must meet in providing the required services under the Contract. This Contract (including Exhibits) presents Area-specific requirements, additions, and exceptions to these standards. Where there are conflicts between the applicable Service standards and the requirements in the Contract (including Exhibits), the Contract (including Exhibits) requirements prevail.

B) Guided Horseback Rides

(1) General

(a) Horses must not be rented to the public for use without a guide.

(b) The Concessioner’s guided horseback rides must proceed at a walking pace. Guides are responsible for ensuring that guests follow this requirement.

(c) The Concessioner must offer (as a minimum) a guided horseback ride lasting not less than one hour. The Concessioner may, with the Service’s approval, offer additional guided trail rides.

(d) The Concessioner may not offer rides longer than 4 hours in duration.

(2) Ratio of Riders to Guides

(a) At a minimum, the Concessioner must provide one guide for every nine riders.

(b) The maximum group size for any one trail ride must be 20, including guides.

(3) Riding Helmets. The Concessioner must make helmets available for any rider desiring to wear one. Helmets must be washed at least monthly with mild soap and water. The Concessioner must assist riders in ensuring a proper fit for helmets provided to riders.

(4) Riding Restrictions. The Concessioner may, in the interests of safety and for the protection of horses, institute certain restrictions for riders such as minimum age, minimum or maximum weight, or allowing children to ride double with an adult. These proposed restrictions, with written justification stating compliance with all local, state, or federal regulatory authorities, must be submitted to the Service for review before instituting them with the public. Restrictions, if implemented, must be clearly posted.
(5) Pre-Trip Orientation

(a) The Concessioner shall give each rider a brief pre-trip orientation that includes, at a minimum, the following information:

- Welcome and name of Concessioner
- Brief description of ride route and key features of interest along the route
- Name of guide or guides
- Name of horse
- Proper seating on horse
- Proper use of reins
- Maintaining safe spacing between horses
- How to request assistance during ride
- Other safety information relating to a safe ride

(b) The Concessioner may supplement this pre-trip orientation with appropriate written material. However, this written material must not be a substitute for the required verbal orientation message.

(c) The Concessioner may use an audiovisual program (video, DVD, targeted app) to provide some of the required pre-trip orientation information. Any audiovisual program must be professionally produced and must include accurate information. The Concessioner must obtain the Service’s prior approval for any audiovisual program and the manner in which these may be used.

(d) The Concessioner must submit to the Service within 30 calendar days after the Contract’s effective date and at least 30 calendar days before any changes, the information to be included in the pre-trip orientation, as well as a copy of any written material furnished to guests.

(6) First Aid Kits. The Concessioner must have available at its office/ticketing area and on each trip, a first aid kit sufficient to treat employee and visitor injuries such as minor cuts and abrasions. This provision does not relieve the Concessioner of its responsibility under this plan to advise the Service of any visitor or employee injuries related to their operation. The Area communications center must be contacted for assistance with serious or potentially serious injuries or illnesses.

(7) Communication Equipment. The Concessioner must provide working two-way radios, cellular telephones, or other communication equipment to enable the guide or guides on each trip to report accidents or other emergency situations and request assistance without having to leave the group for which they are responsible. The Concessioner must make best efforts to select communication equipment that is suitable for effective use in mountainous terrain. The Concessioner will not be required to provide radio repeater equipment.

(8) Equine Activity Liability Statutes. The Concessioner must follow Equine Activity Liability statutes applicable to the state in which they are located. Concessioner must post the warning notice required by such statutes.

(9) Use of Assigned Trails. The Concessioner must use only the trails specifically assigned for the use of the Concessioner for its services provided to the public. Horses must always remain on maintained trails. Assigned trails are not exclusively for the Concessioner’s use and may be used by hikers and other horseback riders. A map showing these assigned trails is included in this Operating Plan as Attachment 2. The Service may change assigned trails at any time if required to meet Service management and resource protection objectives for the Area. If the Service decides that such a change is necessary, the Service will provide the Concessioner with as much advance notice as is reasonable and practical under the circumstances.
C) Vending Machine Sale of Soft Drinks and Bottled Water

(1) Vending Sources. Vending machines must be located within the approved vending area at Sugarlands Riding Stables, and of a design and color that complements the aesthetics of the building and surroundings. The Concessioner must receive prior Service approval for the type and location of all vending machines before placing them in the Area.

(2) Required Vending. The Concessioner is required to provide vending of the following items:

(a) Soft drinks
(b) Fruit drinks
(c) Bottled water

(3) Standards.

(a) The Concessioner must have one but no more than two vending machines for drinks and water at Sugarlands Riding Stables.

(b) The Concessioner must post beverage container recycling information on the machine.

(c) Brand information must only be visible when at the machine.

(d) The Concessioner is encouraged to provide recycling containers at these locations as approved by the Service.

(e) If a vending machine is expected to be out of order for more than one hour, the Concessioner will post a computer-generated sign advising the public that the machine is out of order.

11) STOCK USE AND CARE

A) Treatment of Stock

(1) The Concessioner shall clean stables and stalls at least twice a day, removing manure accumulation and changing bedding for horses as needed. Areas used or clearly visible to the public such as ticketing areas, boarding areas, and outside stalls shall be cleaned more than twice a day. Accumulated manure will be removed from the Concession Facilities at least once each week and disposed of properly outside the Area.

(2) The Concessioner will ensure that its employees and visitors treat the stock properly and will not condone or tolerate cruelty.

(3) The Concessioner will report, without delay, all major (debilitating) injuries or infectious diseases to the Concessions Office. The Service may require the Concessioner to institute special provisions to protect visitor and Service stock from disease.

(4) The Concessioner will establish and enforce a maximum rider weight consistent with stock used in the operation and the trails on which the stock will be used. To decide an actual percentage of weight-bearing and weight-carrying abilities and limitations per horse per rider, review each of the following factors and adjust the starting point of 20% of the horse’s weight:

- Start with a figure of 20% of the horse’s actual weight
- Go through the list of ideal qualities of the horse and determine if the number is still 20% or less
- Include the characteristics of the rider and readjust the percentage as needed
- Evaluate the fit and weight of tack and other equipment
- Consider the environmental factors that can change daily
- The maximum workload for that session for that horse and rider can then be determined
The maximum daily workload follows from the above and will vary depending on all the above.

B) Stock Examination
   (1) If an animal has an infectious disease, the Concessioner will notify a Service representative immediately.
   (2) All horses used in this operation shall have a negative test report for Equine Infectious Anemia (EIA), also known as a Coggins Test, administered **within the past 12 months**. This negative EIA test result will be kept on file in the Concessioner’s office in the Area and will be available for inspection by Service representatives upon request.

C) Quantity of Stock
   (1) Maximum Number of Horses. The maximum number of horses the Concessioner may use on a given day for horseback riding services is 48 horses. This number includes horses ridden by guests and horses used by guides.
   (2) Additional Horses within the Assigned Area.
      (a) To facilitate rotating stock as needed, a maximum of six additional horses may be stabled or corralled in the Concession Facilities.
      (b) With prior approval by the Service, additional horses may be kept within the corral area in the Concession Facilities or in horse barns or covered stalls.

D) Quality of Stock
   (1) The Concessioner shall ensure that new horses are acclimated to the Concessioner’s assigned trails before being used for guided trail rides.

E) Hay and Feed
   (1) Hay fed to horses will be locally grown hay, or (if it becomes available) certified weed free hay. All hay sources must be pre-approved by the Service before use and proposed in the annual Concessioner Maintenance Plan and Report.
   (2) Feed fed to horses will be processed pellet feed containing no live or whole grains.

12) REPORTING REQUIREMENTS
   A) Concessioner Operational Reports
      The Concessioner must provide the Service all supporting documents for all operational reports upon request.
      (1) Incident Reports. For any incidents of the types set forth below that occur within the Concession Facilities or relate to the Concessioner’s operations in the Area, the Concessioner must include a summary of each incident in the Monthly Contract Monitoring Report. In addition, for any employee or visitor accidents or incidents, the Concessioner must complete a report documenting the Concessioner’s investigation of the incident and any corrective action taken or planned. The Concessioner must provide a copy of these written reports to the Service upon request. This requirement is in addition to the requirement in Section (7) (A) above.
         (a) Any known or suspected criminal violations.
         (b) Any structural fire or wildfire.
         (c) Any employee or visitor deaths.
         (d) Any employee or visitor accidents or illness requiring more than minor first aid treatment.
(e) Any incidents that could result in a tort claim against the United States.

(f) Any property damage incident resulting in more than $300 in damage.

(g) Any motor vehicle accident or damage to a motor vehicle involving an employee or employee’s vehicle.

(h) Any incident that affects the Area’s natural or cultural resources.

(2) Annual Incident Summary. For all incidents meeting the criteria listed in Section (1) above, the Concessioner must submit to the Service by January 15 a summary of incidents for the preceding calendar year. This summary must include, at a minimum, the following information:

(a) Date of incident

(b) Name of involved person/persons

(c) Nature of incident

(d) Type of injury/property damage

(e) Employee lost days

(3) Human Illness Reporting. The Concessioner must immediately report to the Service any suspected outbreak of human illness, whether employees or guests. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.

(4) Spills. The Concessioner must immediately report hazardous materials spills as required by EPA and the regulations of the appropriate state agency (North Carolina Department of Environment and Natural Resources). In addition, the Concessioner must immediately report any spill to the Service by calling the Park Communication Center (865-436-9171).

B) Monthly Contract Monitoring Reports

By the 15th of each month following an operating month, the Concessioner must submit to the Service a Monthly Contract Monitoring Report for the previous month that includes the following information and any other information requested by the Service:

(a) The number of trips and riders for each type of service provided

(b) Days closed due to weather

(c) Significant visitor comments or complaints

(d) Accidents or incidents, as Section 13) A) (1) above defines

(e) Gross Receipts

(f) Franchise fees paid

C) Remittance Advices

By the 15th of each month in which a franchise fee deposit is made, the Concessioner must submit to the Service documents for franchise fee payments made for the preceding month. Reporting documents must include a copy of the Payment Voucher form or, if an electronic payment was made, the wire transfer confirmation form identifying the account, amount transferred, and date of transfer. The remittance advice should also include the franchise fee payment calculation.
D) Summary of Initial and Recurring Due Dates

The following summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the Concessioner’s responsibility.

### SUMMARY

#### INITIAL AND RECURRING DUE DATES

<table>
<thead>
<tr>
<th>Title</th>
<th>Schedule</th>
<th>Due Date</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Initial Requirements</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lost and Found Policy</td>
<td>Initial</td>
<td>Within 60 days after the Contract’s effective date</td>
<td>Operating Plan, Sec. 4 E), (4)</td>
</tr>
<tr>
<td>Environmental Management Program</td>
<td>Initial</td>
<td>Within 60 days after the Contract’s effective date</td>
<td>Contract, Sec. 6 (b)(1); Operating Plan, Sec. 5 A)</td>
</tr>
<tr>
<td>Balance Sheet</td>
<td>Initial</td>
<td>Within 90 days after effective date of the Contract</td>
<td>Contract, Sec. 13 (c)</td>
</tr>
<tr>
<td>Risk Management Program</td>
<td>Initial/Annually</td>
<td>Within 60 days after the Contract’s effective date</td>
<td>Contract, Sec. 3 (c); Operating Plan, Sec. 6 A)</td>
</tr>
<tr>
<td>Employee Training Manual</td>
<td>Initial</td>
<td>Within 60 days after the Contract’s effective date</td>
<td>Operating Plan, Sec. 4 F), (4), (a)</td>
</tr>
<tr>
<td>Pre-Trip Orientation</td>
<td>Initial</td>
<td>Within 30 days after the Contract’s effective date</td>
<td>Operating Plan, Sec. 10 B), (5), (d)</td>
</tr>
<tr>
<td>Schedule of Operations</td>
<td>Initial</td>
<td>Within 30 days after the Contract’s effective date</td>
<td>Operating Plan, Sec. 4 A), (2), (a)</td>
</tr>
<tr>
<td><strong>Annual</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Management Listing</td>
<td>Annually</td>
<td>No later than March 1</td>
<td>Operating Plan, Sec. 3 A), (3)</td>
</tr>
<tr>
<td>Environmental Management Program</td>
<td>Updates</td>
<td>No later than March 1</td>
<td>Contract, Sec. 6 (b)(1); Operating Plan, Sec. 5 A)</td>
</tr>
<tr>
<td>Risk Management Program</td>
<td>Updates</td>
<td>No later than March 1</td>
<td>Contract, Sec. 3 (c); Operating Plan, Sec. 6 A)</td>
</tr>
<tr>
<td>Annual Financial Report</td>
<td>Annually</td>
<td>Not later than 120 days after the last day of the Concessioner’s fiscal year</td>
<td>Contract, Sec. 13 (b), (1)</td>
</tr>
<tr>
<td>Schedule of Operations</td>
<td>Annually</td>
<td>No later than September 1</td>
<td>Operating Plan, Sec. 4 A), (2), (a)</td>
</tr>
<tr>
<td>Rate Approvals</td>
<td>Annually</td>
<td>No later than January 1</td>
<td>Operating Plan, Sec. 4 B), (2), (a)</td>
</tr>
<tr>
<td>Coggins Test</td>
<td>Annually</td>
<td>Within the past 12 months</td>
<td>Operating Plan, Sec. 11 B), (2)</td>
</tr>
<tr>
<td>Certificates of Insurance</td>
<td>Annually</td>
<td>No later than March 1</td>
<td>Contract, Sec. 14 (a); Operating Plan, Sec. 4 D), (3), (a)</td>
</tr>
<tr>
<td>Annual Incident Summary</td>
<td>Annually</td>
<td>No later than January 15</td>
<td>Operating Plan, Sec. 12 A), (2)</td>
</tr>
<tr>
<td><strong>Monthly</strong></td>
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</tr>
<tr>
<td>Franchise Fee</td>
<td>Monthly</td>
<td>By the 15th day after the last day of each month of operation</td>
<td>Contract, Sec. 10 (B), (1)</td>
</tr>
<tr>
<td>Franchise Fee Payment Remittance Advice</td>
<td>Monthly</td>
<td>By the 15th day after the last day of each month of operation</td>
<td>Operating Plan, Sec. 12 (C)</td>
</tr>
<tr>
<td>Monthly Contract Monitoring Report</td>
<td>Monthly</td>
<td>By the 15th day after the last day of each month of operation</td>
<td>Operating Plan, Sec. 12 (B)</td>
</tr>
<tr>
<td>Title</td>
<td>Schedule</td>
<td>Due Date</td>
<td>Reference</td>
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<tr>
<td>--------------------------------------------</td>
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<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Visitor Comments</td>
<td>Monthly</td>
<td>By the 15th day after the last day of each month of operation (with Monthly Contract Monitoring Report)</td>
<td>Operating Plan, Sec. 4 E), (7), (d)</td>
</tr>
<tr>
<td>Incident Reports</td>
<td>Monthly</td>
<td>By the 15th day after the last day of each month of operation (with Monthly Contract Monitoring Report)</td>
<td>Operating Plan, Sec. 12 A), (1)</td>
</tr>
<tr>
<td>Management Listing</td>
<td>As Necessary</td>
<td>Within 14 days after any change</td>
<td>Operating Plan, Sec. 3 A), (3)</td>
</tr>
<tr>
<td>Promotional Material</td>
<td>As Necessary</td>
<td>At least 30 days before projected need</td>
<td>Operating Plan, Sec. 8 C), (1)(b)</td>
</tr>
<tr>
<td>Visitor Complaint Investigation/Response</td>
<td>As Necessary</td>
<td>Within 14 days after receipt</td>
<td>Operating Plan, Sec. 4 E), (7), (b)</td>
</tr>
<tr>
<td>Visitor Complaints Re. Misconduct, Safety, Resources</td>
<td>As Necessary</td>
<td>Within 24 hours after receipt</td>
<td>Operating Plan, Sec. 4 E), (7), (b)</td>
</tr>
<tr>
<td>Survey/Visitor Response Data</td>
<td>As Provided</td>
<td>Within 14 days of receipt</td>
<td>Operating Plan, Sec. 4 E), (7), (d)</td>
</tr>
<tr>
<td>Lost and Found Policy</td>
<td>As Necessary</td>
<td>Within 30 days of changes</td>
<td>Operating Plan, Sec. 4 E), (4), (b)</td>
</tr>
<tr>
<td>Uniform Approval</td>
<td>As Necessary</td>
<td>At least 60 days before purchase</td>
<td>Operating Plan, Sec. 4 F), (1)</td>
</tr>
<tr>
<td>Employee Training Manual</td>
<td>Initial</td>
<td>Within 30 days of any changes</td>
<td>Operating Plan, Sec. 4 F), (4), (a)</td>
</tr>
<tr>
<td>Certificates of Insurance</td>
<td>Changes</td>
<td>Within 30 days of any changes or renewals</td>
<td>Contract, Sec. 14 (a)</td>
</tr>
<tr>
<td>Pre-Trip Orientation</td>
<td>Changes</td>
<td>Within 30 days of any changes</td>
<td>Operating Plan, Sec. 10 B), (5), (d)</td>
</tr>
</tbody>
</table>

**Note:** Per the Contract, 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.

*Approved effective ________________________, 20___*
ATTACHMENT 1
VISITOR’S ACKNOWLEDGEMENT OF RISKS

In consideration of the services of ____________ their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as “_____”) I agree as follows:

Although ____________ has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, ____________ has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. ____________ does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

I am aware that ____________ entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of ____________ has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative, and estate and for all members of my family, including minor children.

__________________________
Signature
Date

__________________________
Signature of Parent of Guardian, if participant is under 18 years of age
Date
ATTACHMENT 2

TRAILS ASSIGNED FOR CONCESSIONER USE