

AMENDMENT NO. X
CONCESSION CONTRACT NO. CC-XXXXXXXX-XX
NAME OF CONCESSIONER
NAME OF PARK UNIT

This Amendment No. X to National Park Service Concession Contract No. CC-XXXXXXXX-XX ("Amendment No. X") is made and entered into by and between the United States of America, acting in this matter by the Secretary of the Interior through the Director of the National Park Service and the Regional Director of the Name of Region Region (collectively, the "Secretary"), and Name of Concessioner ("Concessioner") (collectively the Secretary and the Concessioner are the "Parties").

RECITALS

- A. The Concessioner is authorized under National Park Service Concession Contract No. CC-XXXXXXXX-XX ("Contract"), to provide accommodations, facilities and services for the public at Insert Locations within Insert Park Unit ("Park") from Insert Contract Start Date, through Insert Contract End Date.
- B. The Concessioner is required to obtain and maintain insurance of the types and amounts specified in Exhibit I of the Contract.
- C. The Concessioner has requested that they be allowed to maintain a surety bond in the amount equal to the largest difference between self-insured retention/deductible amounts specified in Contract and the "enhanced" deductible amounts of the Concessioner's insurance in lieu of meeting the Contract specified amounts as a means to guarantee the Concessioner has the resources to fulfill the insurance requirements of the Contract.
- D. The Parties have agreed to amend the Contract (and/or Exhibit I) to include the allowance to use a surety bond for the purpose of addressing insurance requirements of the Contract as described above.
- E. The Concessioner has agreed to Insert Agreed Upon Actions as equitable consideration to the government to offset the savings that the Concessioner will enjoy through the use of the surety bond instead of meeting the originally agreed upon Contract insurance requirement.
- F. The Parties have agreed to amend the Contract (Insert Applicable Contract Section and/or Exhibit) to document the actions to be completed by the concessioner as equitable consideration to the government.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing Recitals and in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Director and the Concessioner agree as follows:

1. Exhibit I INSURANCE REQUIREMENTS of the Contract is amended to add a new section as follows:

SEC. 9. SURETY BOND TO COVER SELF-INSURED RETENTION/DEDUCTIBLE

The Concessioner may obtain and maintain a surety bond provided for benefit of the National Park Service to secure the difference between the Concessioner's "enhanced" deductible(s) and the deductible amounts stated in the insurance requirements.

The surety bond must meet National Park Service specifications and is subject to prior review and approval of the Director.

The bond may be applied to one or more insurance types required under this Contract and may also be applied to other Contracts held by the Concessioner, subject to Director approval.

In the event of a default and demand payment against the surety bond partially or in full, a new bond must be immediately acquired to cover any expended payment amount.

- 2. **Insert Applicable Contract Section and/or Exhibit** of the Contract is amended as follows **Insert actions to be completed by the Concessioner as equitable consideration to the government for the use of the surety bond.**

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives as of the dates shown below.

FOR THE CONCESSIONER:

FOR THE NATIONAL PARK SERVICE:

By: _____	By: _____
Name of Concession Owner/Officer	Regional Director Name
Title of Concessioner Owner/Officer	Regional Director, Name of Region Region
Name of Concessioner	National Park Service

Date: _____	Date: _____
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