

**DEVELOPMENT AND MANAGEMENT
OF A HIGH ROPES AERIAL ADVENTURE COURSE
AT LUMS POND STATE PARK**

April 23, 2013

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**DEVELOPMENT AND MANAGEMENT
OF A HIGH ROPES AERIAL ADVENTURE COURSE
AT LUMS POND STATE PARK**

Grant of Contract

The Secretary of the Department of Natural Resources and Environmental Control and the Director of the Division of Parks and Recreation (DIVISION), in consideration of the covenants and representations made herein, hereby grants to Go Ape Lums Pond LLC t/a Go Ape (CONCESSIONAIRE), a contract to operate a high ropes aerial adventure course at Lums Pond State Park for the period beginning May 1, 2013 and ending April 30, 2023, both days inclusive.

The parties hereto agree as set forth herein.

Section 1 – Scope of Services and Requirements

Services:

The CONCESSIONAIRE will be granted a contract herein for the provision for the planning, design, construction and operation of a high ropes aerial adventure course at Lums Pond State Park.

Taxes and Permits:

The CONCESSIONAIRE shall pay all State and Federal taxes and/or contract fees which may be imposed or legally chargeable, and obtain all necessary permits and licenses including but not limited to a Business License, Public Health License and all other necessary permits at its own cost and expense, as a result of operating the concession business conducted hereunder.

CONCESSIONAIRE Responsibilities:

The CONCESSIONAIRE will be granted the right to plan, design, construct and operate an aerial adventure course that is subject to approval by the DIVISION as more particularly set forth herein. The CONCESSIONAIRE'S responsibilities under this contract shall include the following:

1. Design and construct a high ropes aerial adventure course managed with the highest priority being protecting the natural features of Lums Pond State Park while providing visitors access and educational opportunities that are compatible with resource protection goals.

2. Provide a high ropes adventure course that operates within the park's current infrastructure. The Division hereby approves the concept and location of the high ropes adventure course that is shown on Schedule 2 attached hereto and made a part hereof within the area shown on Map A.
3. Provide a safe high ropes adventure course for participants ranging from elementary age children up through adults.
4. Provide an office and storage facility for daily operations.
5. Hire and employ sufficient and properly trained personnel to safely build, operate and/or maintain the adventure course. The CONCESSIONAIRE is responsible for employment compensation, insurance, benefits and other expenses associated with employment of personnel.
6. Provide a plan clearly outlining the safety procedures and guidelines that the CONCESSIONAIRE employs in their daily operation of the facility. The Division hereby approves the plan shown on Schedule 6 attached hereto and made a part hereof.
7. Notify the Lums Pond State Park Superintendent or designee, in writing within a reasonable time period after discovery by the CONCESSIONAIRE of any potential violations which, under terms of the Contract, the CONCESSIONAIRE carries the responsibility to correct.
8. Provide a monthly usage report of all participants and revenue generated.
9. Provide the Park Superintendent with two copies of the projected annual operating budget at the beginning of each fiscal year. The annual budget shall include the estimates of customer participation, operating expenditures, sales, projected revenue and anticipated contribution to State.
10. Be responsible for providing quality products and services at market prices to park visitors. The Division hereby approves the initial services and prices for same attached hereto as Schedule 10 and made a part hereof.
11. Abide by standards created by the American Society for Testing and Materials ("ASTM") and provide the DIVISION with documentation that the ASTM standards are met.
12. Be responsible for notifying all participants that the daily entrance fee is required for entrance into the park.
13. Shall work with the DIVISION to develop cross promotional marketing opportunities, programs and packages for park visitors.
14. All employees will conduct themselves in an honest and courteous manner in all interactions with the DIVISION and public.

DIVISION Responsibilities:

1. Provide an area located in Area 1 of Lums Pond State Park to erect a high ropes aerial adventure course. – See Attachment Map A. Such area shall be mutually agreed upon by the CONCESSIONAIRE. In the event that the CONCESSIONAIRE does not agree upon such location then the CONCESSIONAIRE may terminate this Contract, all money paid in advance by the CONCESSIONAIRE shall be returned and the CONCESSIONAIRE shall have no further liability hereunder. Once the area for the high ropes aerial adventure

course has been agreed upon by the parties it shall not be changed without the prior written consent of the CONCESSIONAIRE, and as mutually agreed upon by the DIVISION

2. Reserves the right upon notice to CONCESSIONAIRE to enlarge, close and/or reduce the size of any area for the purposes of improvement, repair, construction or any other legitimate purpose insofar as to not limit the CONCESSIONAIRE's ability to operate the high ropes aerial adventure course in a safe manner. It is understood that any of the above action shall not entitle the CONCESSIONAIRE to any reduction or suspension of the CONCESSIONAIRE fee unless the CONCESSIONAIRE's ability to operate is impacted or otherwise approved by the DIVISION.
3. Shall work with the CONCESSIONAIRE to develop cross promotional marketing opportunities and packages for park visitors.
4. Shall waive the daily entrance fee to Lums Pond State Park for CONCESSIONAIRE's employees through a mutually agreed upon process.

Rights granted to CONCESSIONAIRE:

The CONCESSIONAIRE shall have the following rights under this contract subject to the approval of the DIVISION:

- a. The right for the CONCESSIONAIRE and its visitors, guests, invitees, employees, agents and contractors to pass to park in the parking lot and to pass to and from the high adventure course from the parking lot.
- b. The right for the CONCESSIONAIRE and its visitors, guests, invitees, employees, agents and contractors to use the public restrooms located at the park.
- c. The use of utilities in the park for the use of the high adventure course and the right to enter the park to install and make connections and to alter, renew, remove, replace or inspect such utility lines and to build additional utility lines as necessary for the conduct of CONCESSIONAIRE's business at the high adventure course subject to written approval of the DIVISION.
- d. The right of the CONCESSIONAIRE to permanently secure the high ropes adventure course by appropriate means such as fencing and locks from third party damage or interference when not being used by the CONCESSIONAIRE for the purposes of its business subject to prior written approval of the DIVISION.
- e. The right to use, store, inventory, purchase, dispose of and apply pesticides, provided, however that CONCESSIONAIRE shall comply with all DIVISION, Federal, State and local laws, rules and regulations regarding such pesticides.

Trees:

The CONCESSIONAIRE shall not intentionally fell or prune any trees situated in the area of the high adventure course without the prior consent of the DIVISION (which consent shall not be unreasonably withheld, conditioned or delayed). In the event that the DIVISION does not respond to any request of the CONCESSIONAIRE to fell or prune any such trees within ten (10)

days of CONCESSIONAIRE sending such request, then the DIVISION will be deemed to have consent to such felling and pruning.

Inspection:

The CONCESSIONAIRE shall allow free access to authorized representatives of the DIVISION and other county, state or federal officials having jurisdiction for inspection purposes. The CONCESSIONAIRE shall further agree that if notified in writing by the DIVISION of its authorized representatives that any part of the contracted premises or the facilities thereof for which the CONCESSIONAIRE is responsible for services rendered are not in conformance with the contract granted then the CONCESSIONAIRE shall remedy all safety concerns posing serious threat, bodily injury or death must be remedied immediately or the course shut down until remedied. Notwithstanding anything contained herein to the contrary, when the Division or any other county, state or federal officials are accessing the premises then they shall provide at least 24 hours prior notice (unless an emergency in which event notice is not required) and during such assess they shall not interfere with the conduct of CONCESSIONAIRE’s operation of such course during their inspection.

The CONCESSIONAIRE shall incorporate the below internal and external inspection program throughout the duration of the contact. The frequency and detail of these programs have been selected to ensure safety is not compromised at any time. Inspections include daily course checks, audits and annual operational reviews. The CONCESSIONAIRE shall incorporate the following safety programs at Lums Pond State Park:

Program	Conducted By	Frequency
Personal Protective Equipment (PPE) Check	Instructors & Site Manager	Daily & Monthly
Course Maintenance Check	Instructors & Site Manager	Daily & Monthly
Occurrence Reporting	Site Manager	Daily
Site Operations Review	Operations Director	Weekly
Safety Review	Site Manager & Operations Director	Twice Monthly
Site Audit	Site Manager & Operations Director	Quarterly
Annual Review	Site Manager & Operations Manger	Yearly
OSHA Visits	Operations Director & OSHA	Yearly
Course Construction and Maintenance Inspection	External- Course Constructors	Yearly

Tree Inspection	External- Certified Arboriculturist	Yearly
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The CONCESSIONAIRE shall fully document and record each inspection. To provide the DIVISION with safety assurance, the CONCESSIONAIRE will make all inspections documentation available throughout the length of the contract upon request. The CONCESSIONAIRE will have available and maintain all weekly, monthly, quarterly, and yearly safety course and equipment inspections in addition to all Risk Acknowledgements and Disclaimers for a period of 4 years.

Accounting and Reports:

The CONCESSIONAIRE shall maintain proper and complete books and records of accounts of its operation under the contract granted. Internal control procedures implemented by the CONCESSIONAIRE shall be adequate to ensure that all revenue is accounted for and recorded. All receipts of any nature from the operation of this contract provided by the CONCESSIONAIRE shall be immediately and properly recorded.

The CONCESSIONAIRE shall permit the DIVISION or its authorized representatives to examine, audit and copy financial records relative to this contract at any reasonable time during normal business hours, after giving the CONCESSIONAIRE forty-eight (48) hours' written notice of the date and time of such examination and audit. The CONCESSIONAIRE shall retain these financial records for a period of three (3) years beyond the termination of this contract, unless earlier disposal is approved by the DIVISION in writing. In the event that the DIVISION or its authorized representatives examine or audit such financial records then all of such information shall be kept confidential by the DIVISION and its authorized representatives.

Protection of Property:

The CONCESSIONAIRE shall protect all State property from damage by them, their employees, the public or the elements, insofar as it is possible to do so. It is further understood that the State of Delaware, the Department and the DIVISION and any of its employees shall not be responsible for the care and upkeep of any of the CONCESSIONAIRE's property unless any such damage is due to the gross negligence or willful misconduct of the State of Delaware, the Department or the Division or any of its employees, contractor's or agents.

Smoking Prohibited:

Smoking is prohibited in State owned facilities pursuant to 16 Del. C. §2903. The CONCESSIONAIRE must also adhere to Division Policy No. 66 Tobacco Use Restrictions (attached).

Emergencies:

The CONCESSIONAIRE and the DIVISION or their designated agent(s) shall be available by phone and/or pager twenty-four (24) hours a day, seven (7) days a week for emergencies during the entire term of the contract. Information on how to contact the CONCESSIONAIRE or their designee is to be provided to the Lums Pond State Park Superintendent.

No Lease:

It is expressly understood and agreed that no building space or building or any part of the contracted area, is leased to the CONCESSIONAIRE, but that during the term of the contract, the CONCESSIONAIRE shall have the use of the area, as herein provided; and that the CONCESSIONAIRE shall have quiet and peaceful use of the area and has the right to occupy the space assigned to it and to operate this service herein granted to it and to continue in possession thereof, without interference by the DIVISION or any party claiming by, or through the DIVISION only so long as each and every provision and condition herein contained is properly complied with within any applicable grace or cure period. Notwithstanding the paragraph, the DIVISION shall retain all rights to the area for any purpose not inconsistent with the course and this Contract.

Assignability of Contract:

The CONCESSIONAIRE shall not sell, rent, or assign the contract hereby granted, or any interest herein, or allow or permit any other person or party to use or occupy any part of the premises or spaces covered by the contract for any purpose whatsoever, nor shall the contract be transferred by operation of law, without prior written consent of the DIVISION, which consent shall not be unreasonably withheld, conditioned or delayed.

Modifications to Premises:

If any alterations, modifications, additions or improvements of the contracted premises and facilities are desired, a request first must be submitted to the DIVISION for approval and work shall not commence until receiving the DIVISION'S written approval and consent, whose consent shall not be unreasonably withheld or delayed. All costs for any approved alterations, modifications, additions, or improvements shall be the responsibility of the CONCESSIONAIRE unless the DIVISION consents to share a portion of said costs or provide necessary materials and/or labor. All applications shall include a proposed layout of the operation and a detailed description of any alterations, modifications and construction which are contemplated to set up the operation.

Damage to Premises:

In the event State property or facilities are damaged beyond the approved modification to landscape to accommodate the high ropes aerial adventure course by reason of any act or

omission of the CONCESSIONAIRE or its employees, the CONCESSIONAIRE shall repair at its own cost and expense the facility or property so damaged. The CONCESSIONAIRE shall be obligated to give the Park Superintendent verbal notification and prompt written notice of damage to the premises within ten (10) calendar days of CONCESSIONAIRE's discovery of the damage. Upon the failure of the CONCESSIONAIRE to make such repairs within fifteen (15) working days or a longer reasonable time period agreed upon by the DIVISION and the CONCESSIONAIRE, then after providing written notice to the CONCESSIONAIRE that the DIVISION will repair such damage if same is not repaired within an additional five (5) calendar days, the DIVISION will repair such damage at the cost and expense of the CONCESSIONAIRE and deliver a detailed invoice to CONCESSIONAIRE due and payable within thirty (30) days of the date of CONCESSIONAIRE's receipt of the invoice.

Waiver of Damages (Acts of God):

The CONCESSIONAIRE waives any and all claims for compensation of any loss or damage sustained by the CONCESSIONAIRE resulting from fire, water, natural disaster including State of Emergencies or preparation for such (e.g. hurricane, tornado, etc.), civil commotion or riots unless such loss or damage is due to the gross negligence or willful misconduct of the State of Delaware, the Department or the Division or any of its employees, contractor's or agents.

Bodily Injury:

The CONCESSIONAIRE shall present copies of all notices received or recorded for any and all significant bodily injury occurring within, and reasonably attributed to the adventure course operation or facility. Significant bodily injury to include broken limbs or fatalities and does not include bumps, bruises, cuts, scrapes or minor injury. Notices of bodily injury shall be delivered verbally when they occur to Park Superintendent and Ranger on call and in written form within two (2) calendar days to the Park Superintendent.

Repair of High Ropes Adventure Course Facilities:

The CONCESSIONAIRE shall be responsible for the maintenance, repairs, inspections for the facilities and equipment of the high ropes adventure course on an on-going basis.

Cleaning and Janitorial Service:

The CONCESSIONAIRE agrees to furnish all labor supplies, materials, equipment and supervision sufficient to maintain the course and facilities in a clean and sanitary condition at all times. The DIVISION agrees to maintain their restrooms and parking lot during normal operating hours. If the CONCESSIONAIRE decides to stay open for any event on a non-working day, or after normal business hours, the CONCESSIONAIRE will assume the responsibility for cleaning the park area being utilized.

Section II – Contract Terms and Conditions

Contract Term and Extension:

The term of the contract between the CONCESSIONAIRE and the DIVISION shall be for ten (10) years. At the end of the 10 year contract term, if Delaware law permits the DIVISION to provide for an extension to the contract, then the parties may mutually agree to extend the term of the contract upon the same terms and conditions for two (2) additional five (5) year terms, another term as negotiated or by the maximum length provided by law. Such extension shall be upon the terms and conditions then agreed to. Notwithstanding anything contained herein to the contrary, in the event that the CONCESSIONAIRE is unable to obtain the appropriate licenses, permits or consents to operate the high adventure course at the premises then the CONCESSIONAIRE may terminate this Contract, all money paid in advance by the CONCESSIONAIRE shall be returned and the CONCESSIONAIRE shall have no further liability hereunder.

Collusion or Fraud:

Any evidence of agreement or collusion among CONCESSIONAIRE(s) and prospective CONCESSIONAIRE(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price or otherwise will render the agreements of such CONCESSIONAIRE(s) void.

Lobbying and Gratuities:

Lobbying or providing gratuities shall be strictly prohibited. CONCESSIONAIRES found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware Officer, member of the Delaware General Assembly or agent of the State of Delaware concerning this Contract shall have their contract immediately terminated.

The CONCESSIONAIRE shall warrant that no person or selling agency has been employed or retained to solicit or secure a Contract resulting from this agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any Contract resulting from this breach without liability or at its discretion recover the full amount of the performance bond.

All contact with State of Delaware employees, CONCESSIONAIRES or agents of the State of Delaware concerning this Contract shall be conducted in strict accordance with the manner, forum and conditions set forth in this Contract.

Solicitation of State Employees:

CONCESSIONAIRE shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the CONCESSIONAIRE, its affiliates, actual or prospective CONCESSIONAIRES or any person acting in concert with the CONCESSIONAIRE, without prior approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a CONCESSIONAIRE may result in termination of this Contract.

This paragraph does not prevent the employment by a CONCESSIONAIRE of a State of Delaware employee who has initiated contact with the CONCESSIONAIRE. However, State of Delaware employees may be legally prohibited from accepting employment with the CONCESSIONAIRE or sub-CONCESSIONAIRE under certain circumstances. CONCESSIONAIRE may not knowingly employ a person who cannot legally accept employment under state or federal law. The hiring of any former State employees must be subject to review and approval of the Delaware Public Integrity Commission. If a CONCESSIONAIRE discovers that they have done so, they must terminate that employment immediately.

Independent Contractors:

The parties to the contract shall be separate entities to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security with holding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

Licenses and Permits:

In performance of the contract, the CONCESSIONAIRE will be required to comply with all applicable federal, state, and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the CONCESSIONAIRE. The CONCESSIONAIRE shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* §2502.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject CONCESSIONAIRE to applicable fines and/or interest penalties.

Notice:

Any notice to the DIVISION or State of Delaware required under the contract shall be sent by mail and/or e-mail to:

Greg J. Abbott
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19904
Greg.Abbott@state.de.us

Any notice to Go Ape Lums Pond LLC t/a Go Ape required under the contract shall be sent by mail and/or online to:

Dan D'Agostino
Go Ape Lums Pond LLC t/a Go Ape
7416 Bee Bee Drive
Rockville, MD 20855
dan@goape.com

Indemnification and Hold Harmless

The CONCESSIONAIRE expressly agrees to indemnify and hold the State of Delaware, the Department or any of its employees harmless from any and all claims arising out of any violations by the CONCESSIONAIRE of any law, rule, regulation or order, and from any and all claims for loss, damage, injury or death to persons or property of whatever kind or nature arising from the negligent operation of this contract by the CONCESSIONAIRE its officers, agents, employees, guests, etc. or from the negligence or misconduct of employees of the CONCESSIONAIRE while on the job. The CONCESSIONAIRE expressly agrees to indemnify the State of Delaware, the Department or any of its employees to the extent of any recoveries against them individually and/or jointly arising from it.

Proprietary Rights Indemnification:

CONCESSIONAIRE shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware regarding this proprietary rights indemnification, the State shall promptly notify the CONCESSIONAIRE in writing and CONCESSIONAIRE shall defend such claim, suit or action at CONCESSIONAIRE's expense and CONCESSIONAIRE shall indemnify the State of Delaware

against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time and reasonable counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the CONCESSIONAIRE (collectively "Products") is or in CONCESSIONAIRE's reasonable judgment is likely to be held to constitute an infringing product, CONCESSIONAIRE shall at its expense and option either:

- A. Replace the Product(s) with a non-infringing equivalent that satisfies all the requirements of the contract; or
- B. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the contract or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

Insurance:

1. The CONCESSIONAIRE recognizes that it is operating as an independent CONCESSIONAIRE and that it is liable for any and all losses, penalties, damages, expenses, reasonably related the CONCESSIONAIRE'S performance under this contract.
2. The CONCESSIONAIRE shall maintain such insurances as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The CONCESSIONAIRE is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the CONCESSIONAIRE shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000 per person and \$3,000,000 per occurrence
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000/\$3,000,000
c.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
d.	Product Liabilities	\$1,000,000/\$3,000,000

The CONCESSIONAIRE must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of departmental clients or staff, the CONCESSIONAIRE shall, in addition to the above coverage's, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$25,000

4. The CONCESSIONAIRE shall provide a certificate of insurance as proof that the CONCESSIONAIRE has the required insurance.

Performance Requirements:

The CONCESSIONAIRE will warrant that it possesses, or has arranged through subcontracts, all capital, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

Contract Fee:

The CONCESSIONAIRE, as a fee for the contract and concession rights herein granted, agrees to pay to the Department of Natural Resources and Environmental Control, Division of Parks and Recreation, 89 Kings Highway, Dover, DE 19901, an annual contract fee of three percent (3%) of gross revenue or a minimum of \$15,000 annually which shall be prorated for the first year of this contract in a manner mutually acceptable to the parties based upon the opening of the business and shall be determined by the opening of the business. This contract fee will be calculated from the gross revenue received by the CONCESSIONAIRE on participant fees and any retail items sold by the CONCESSIONAIRE and which shall be reasonably determined by CONCESSIONAIRE. Participant fees will be calculated on a monthly basis using the CONCESSIONAIRE's custom, proprietary reporting system, to determine the number of participants and the respective revenue generated. Notwithstanding anything contained herein to the contrary, the contract fee shall not commence until thirty (30) days after the CONCESSIONAIRE has opened for business at the premises.

The annual contract fee shall be due in quarterly increments during the term of this license. Except as otherwise set forth herein, payments will commence three months following operation and be paid every three (3) months thereafter within thirty (30) days after the period ends.

The CONCESSIONAIRE agrees to submit a monthly receipts report from the CONCESSIONAIRE's proprietary reporting system by the 15th day of the following month as specified under this agreement to the DIVISION.

The CONCESSIONAIRE agrees to submit a tabulated annual gross receipts report for the period of operation on or before March 31 of the subsequent year to the DIVISION.

Interest Payments:

Any payments from the CONCESSIONAIRE to the DIVISION which becomes due and which are not paid on or before the due date shall be subject to any interest penalty of twelve (12) percent per annum until paid, computed from the due date. When a late payment is received, the CONCESSIONAIRE shall be billed the amount of interest owed. This provision is in no way a waiver of the CONCESSIONAIRE'S obligation to make payments when they are due.

CONCESSIONAIRE shall submit all required and essential documents in a timely manner. A CONCESSIONAIRE shall be assessed a fee for the late submittal of documents, particularly, but not limited to, monthly and annual gross receipt reports, that are postmarked 60 days or more beyond the required dates of submittal, as stated in this contract. A \$50 administrative fee shall be charged for each month the documents have not been submitted.

Retail Items for Sale:

Additional items may be offered for sale upon advanced written approval by the DIVISION, which approval shall not be unreasonably withheld, conditioned or delayed. Any items using the name or image of Delaware State Parks shall be submitted for approval by the DIVISION prior to sale.

Disapproval of Items:

The CONCESSIONAIRE agrees to withdraw from sale any item or service disapproved by the DIVISION. The Division's logo shall not appear on products sold by the CONCESSIONAIRE unless those products are purchased directly from the DIVISION's retail procurement program.

Quality and Pricing:

1. The CONCESSIONAIRE warrants that all services offered by it to the public shall be of the highest quality and consistent with the quality specifications provided by the CONCESSIONAIRE pursuant to this section. The CONCESSIONAIRE shall have the right and privilege to charge such prices and rates as are reasonable and fair. Except as otherwise set forth herein, all prices and price changes shall be subject to the prior written approval of the DIVISION, which approval shall be deemed granted in the event that the

DIVISON does not respond within ten (10) business days of CONCESSIONAIRE sending such request.

2. The CONCESSIONAIRE shall submit a schedule of services to be offered at the beginning of each year and the fees charged for each service. The CONCESSIONAIRE agrees to offer only such services and merchandise at market rates consistent with CONCESSIONAIRE'S other aerial adventure ropes courses.
3. If, in the sole opinion of the DIVISION, any goods or services offered by the CONCESSIONAIRE are inconsistent with the image or reputation of the DIVISION or the State of Delaware, or are otherwise deemed unsuitable for sale or are considered over-priced, the DIVISION shall request the CONCESSIONAIRE to immediately cease selling such goods or services or lower the price of said goods and services upon receipt of such in a written request from the DIVISION.
4. Notwithstanding anything contained herein to the contrary, at the time of the contract, the services offered by the CONCESSIONAIRE are approved and the pricing for the following services are accepted (prices do not include any eligible discounts) for the term of the contract, with the understanding that prices may increase or decrease during the term of the contract depending on market and economic factors as reasonably determined by the CONCESSIONAIRE:

Treetop Adventure Course Ticket -- 18 + years of age: \$55

Treetop Adventure Course Ticket -- 10 to 17 years of age: \$35

Operating Schedule:

The CONCESSIONAIRE upon execution of the contract agrees to provide a concession service in accordance with a **minimum** schedule that includes but is not limited to the following:

- In-Season: June 20 to August 31, seven (7) days a week, 10 a.m. to 3p.m.
- Off-Season: March 1-June 19 and September 1 to November 30, two to five days a week, dependent on weather and interest.
- Early Closing: Every effort is required to provide consistent hours of operation. CONCESSIONAIRE shall notify the Park Office prior to closing business for the day.

Notwithstanding anything contained herein to the contrary, the DIVISON acknowledges and agrees that the first year of this contract may not commence on June 20 depending on when the CONCESSIONAIRE is able to obtain all permits and licenses for the operation of the high adventure course at Lums Pond State Park.

Trash Removal and Use of Recyclable Products:

1. The CONCESSIONAIRE shall dispose of all trash into the DIVISION's dumpsters.
2. The CONCESSIONAIRE will be responsible for maintaining the entire designated concession area in a clean and presentable condition.
3. The CONCESSIONAIRE agrees to fulfill this responsibility in compliance with the spirit and intent of Executive Order 18, "Leading by Example Towards a Clean Energy Economy & Sustainable Natural Environment", as issued by Governor Markell on February 17, 2010 and which may be reviewed at http://governor.delaware.gov/orders/exec_order_18.shtml.

Parking

Parking spaces for the concession operator and their employees and customers will be assigned by the park Superintendent and will be sufficient in numbers to meet the needs of the CONCESSIONAIRE's operations and will be in close proximity to the CONCESSIONAIRE's operations cabin/trailer. The Park Superintendent shall approve additional parking if it is found to be necessary.

Marketing and Promotion Plans; Signs and Advertising:

1. The CONCESSIONAIRE shall work with the DIVISION on a marketing and promotion plan for each calendar year, beginning calendar year 2013. Such plan shall contain promotional activities or publications at or in connection with Delaware State Parks annual promotional activities or with individual state parks or facilities (The DIVISION is considered a "qualified organization" for purposes of receiving deductible charitable contributions).
2. The CONCESSIONAIRE shall follow the guidelines and procedures established by the DIVISION when marketing through any form of social media.
3. The DIVISION shall have the authority to request meetings when needed to discuss mutually beneficial marketing efforts and to assist CONCESSIONAIRE in efforts to generate business through marketing and advertising.
4. The CONCESSIONAIRE agrees not to use the DIVISION's name or logo on any signs or advertisement without the approval of the DIVISION, whose approval shall not be unreasonably withheld or delayed.
5. The DIVISION, through their authorized agents, reserves the right to prohibit the erection, display or use of signs, with the exception of signage on the course and operations cabin/trailer, which are not in keeping with the park area. Permission must be granted by the DIVISION or their authorized agents prior to the erection, display or use of directional or informational signs within Lums Pond State Park that are outside the concession area, whose permission shall not be unreasonably withheld or delayed. The DIVISION also reserves the right to designate the type, size, wording, color and number of signs requested by the CONCESSIONAIRE.
6. It is mutually agreed by the CONCESSIONAIRE and the DIVISION that no permanent or temporary advertising, signage, or trademark visibility for the CONCESSIONAIRE's

aerial adventure course services will be displayed or permitted anywhere in state parks without prior written approval from the DIVISION, except that it is agreed that the CONCESSIONAIRE shall be permitted to include its trademark and brand names on its equipment and in the concession area such as the course and operations cabin/ trailer.

7. The CONCESSIONAIRE will dedicate marketing and advertising dollars to ensure a successful grand opening, along with designing course brochures and assisting with the overall on-going marketing campaign for Lums Pond State Park.
8. The CONCESSIONAIRE shall coordinate with the DIVISION to develop discounts for special programs and summer camps and complimentary use for DIVISION staff as mutually agreed.
9. The CONCESSIONAIRE will provide the DIVISION with an annual report listing all beneficiaries of promotions and free admissions to the course.

Utilities:

Electricity, telephone, gas, propane gas and/or other utilities used for the operation will be solely at the CONCESSIONAIRE'S expense. The CONCESSIONAIRE will be required to make independent arrangements for service with the area's utility companies.

Performance Guarantee:

The CONCESSIONAIRE shall furnish and keep in full force and effect, during the term of the Contract, a performance guarantee ("Performance Guarantee") made payable to the DIVISION, in the amount of \$15,000 conditioned for the full performance of all terms and conditions contained in the Contract. The Performance Guarantee shall either be a cash deposit, surety bond, certificate of deposit, passbook savings account, automatically renewable irrevocable letter of credit, or another form reasonably acceptable to the DIVISION. Notwithstanding anything contained herein to the contrary: (i) within thirty (30) days after the completion of the first year of the term thirty three percent (33%) of the Performance Guarantee shall be returned to CONCESSIONAIRE, (ii) within thirty (30) days after the completion of the second year of the term thirty three percent (33%) of the remaining Performance Guarantee shall be returned to CONCESSIONAIRE, and (iii) the remaining Performance Guarantee shall be returned to CONCESSIONAIRE within thirty (30) days after the completion of the third year of the term.

Personnel:

The CONCESSIONAIRE will operate and manage said contract and employ such personnel satisfactory to the DIVISION. The CONCESSIONAIRE agrees to replace said personnel or any employee, whenever requested by the DIVISION upon unsatisfactory performance and due cause shown. The CONCESSIONAIRE agrees to have a sufficient number of personnel at such contracted area for the proper operation of this contract.

CONCESSIONAIRE shall check all prospective employees they intend to hire at the contracted area against the Delaware or any other applicable sex offender registry. CONCESSIONAIRE shall notify the DIVISION if they desire to hire an individual who is on a registry. Written approval by the DIVISION shall be required before the CONCESSIONAIRE can employ said individual to work at the contracted area. All employees shall be fingerprinted through Delaware State Bureau of Identification and results sent to the DIVISION's Chief of Enforcement prior to start of employment.

Standards of Employee Performance:

The CONCESSIONAIRE will employ only competent, mature and orderly employees and its employees will keep themselves neat and clean and will be courteous to all guests and patrons of the park. The CONCESSIONAIRE and its employees will not use improper language, behave in a boisterous manner or engage in any unlawful or unbecoming conduct during the course of their employment by the CONCESSIONAIRE. The employees will have the skills necessary to assure the safety of the customers.

Other General Conditions:

Changes – No alterations in any terms, conditions, delivery, price, quality, or specifications will be effective without the written consent of the State of Delaware which consent shall not be unreasonably withheld, conditioned or delayed.

Additional Terms and Conditions:

The DIVISION and the CONCESSIONAIRE may mutually determine that there are other pertinent activities that will occur during the planning, building and operations of the high ropes adventure course. The DIVISION and the CONCESSIONAIRE may mutually address, amend, negotiate and/or contract these other activities at any time during the contract period; provided, however, that this contract may not be amended without the written mutual consent of both the DIVISION and the CONCESSIONAIRE.

Resolution Procedures:

In the event that the CONCESSIONAIRE encounters any operating issues or problems their first point of contact is the Park Superintendent. Both parties will work together to resolve differences before appealing to higher levels. If the problem cannot be resolved through the Park Superintendent, the Park Administrator for the Inland Ponds Region will be the second level of contact; the Division Office of Business Services Chief will be the third level of contact. Fourth level contact is the Administrative Support Manager and fifth the Division Director.

Lums Pond State Park Continuing Operations:

The Lums Pond State Park currently allows various activities on its grounds. The CONCESSIONAIRE shall be aware that Lums Pond State Park will continue to operate these activities without unnecessary restrictions by the CONCESSIONAIRE. Any activities that may interfere with the adventure course or be endangered by the operation of the adventure course shall be addressed with park management. Any restrictions to access within the park shall be negotiated and agreed to between the CONCESSIONAIRE and the DIVISION. Notwithstanding anything contained herein to the contrary, the DIVISION agrees that the DIVISION shall not, to the best of its abilities, permit the public to interfere with the conduct of CONCESSIONAIRE's high adventure ropes course.

The selection of a CONCESSIONAIRE will not prohibit the DIVISION from other contracts or concessions located within the Lums Pond State Park or other State Parks while the executed contract remains in effect, provided that another ropes course concession is not permitted within Lums Pond State Park during the duration of this contact.

Section III – Termination

Violations:

The CONCESSIONAIRE is responsible to notify the Lums Pond Park Superintendent or designee, in writing, of any potential violations which, under terms of the Contract, the CONCESSIONAIRE carries the responsibility to correct.

- A. If the CONCESSIONAIRE notices and conditions which are unsafe, unhealthy, or any other way could cause and accident, the CONCESSIONAIRE shall immediately make or cause to be made, appropriate repairs to remedy the condition. If corrections of the condition will take more than routine attention, and is deemed to be critical in nature, the CONCESSIONAIRE agrees to notify the Park Superintendent the same business day of discovery by CONCESSIONAIRE. For non-critical conditions, the CONCESSIONAIRE shall notify the Park Superintendent within two (2) days of discovery.
- B. The CONCESSIONAIRE and any sub-contractors shall give access to the authorized representative of the Secretary of Labor for the purpose of inspecting or carrying out of any of the Secretary's duties under the Occupational Safety and Health Act of 1980, as amended. The CONCESSIONAIRE shall be responsible for any violation of it or any regulation issued there under and shall immediately remedy any conditions giving rise to such a violation. The CONCESSIONAIRE shall defend and hold the State harmless from any fine, penalty, or liability in connection therewith.

- C. The CONCESSIONAIRE shall immediately notify the appropriate Police or Fire Departments in the event of fire or other emergency by calling the emergency telephone number. The CONCESSIONAIRE shall train all employees to respond to fire, civil defense, bomb threats, evacuations, and other emergencies based on procedures established by the State.

Upon failure of the CONCESSIONAIRE to provide adequate service or operate the contract herein granted in a satisfactory manner as defined as meeting the terms of the agreement herein or to comply with any of the terms and conditions of this contract, federal, state or local laws or any rule, regulation or order of the Department affecting the contract in regard to any and all matters, this contract may be suspended or revoked at any time on thirty (30) days written notice to the CONCESSIONAIRE. Any contract fees accrued at date of revocation shall immediately become due and payable to the DIVISION. Prior to suspension or revocation of the contract, the DIVISION shall send CONCESSIONAIRE written notice in accordance with this contract specifying the default or failure. The notice shall provide that CONCESSIONAIRE has a period of not less than 30 calendar days from the date of the notice to cure the default or failure, or to make progress reasonably satisfactory to the DIVISION in curing the default or failure if so stated in said notice. In the event that the CONCESSIONAIRE cures such default or failure or commences the cure within thirty days after receipt of such written notice and thereafter diligently prosecutes such cure then the DIVISION may not terminate, revoke or suspend this contract.

Revocation of Contract:

In addition to the rights of revocation otherwise specifically provided in this contract agreement, the DIVISION shall have the right to revoke this contract at any time on thirty (30) days written notice to the CONCESSIONAIRE if: (1) the CONCESSIONAIRE files a petition in bankruptcy, has adjudicated a bankruptcy, makes an assignment for the benefit of creditors or has a receiver appointed for it; or (2) the CONCESSIONAIRE fails to observe or perform all of the terms and conditions and agreements on its part to be observed or performed pursuant to this contract after written notice specifying the details of such breach shall have been given to the CONCESSIONAIRE by the DIVISION, provided, however, that if such breach cannot be remedied with such 30 day period, the CONCESSIONAIRE shall be deemed to have cured the same if it undertakes to remedy the same within such 30 day period and then diligently pursues such remedy to completion.

In the event the CONCESSIONAIRE should change ownership for any reason whatsoever, the DIVISION shall have the exclusive option of continuing under the terms and conditions of the

Contract with the CONCESSIONAIRE or its successors or assigns for such period of time as is necessary to replace materials, programs or services or immediately terminating the Contract.

Termination in Case of Fire or Act of God:

If the facilities or equipment used by the CONCESSIONAIRE shall be damaged or destroyed by fire, Act of God, or otherwise so that same cannot be used for the purposes herein, then in that event, this contract shall terminate and each party shall be released from further obligations hereunder and the contract fee shall be prorated for the period of operation. Notwithstanding the foregoing, in the event of such damage, destruction, etc. hereunder and the CONCESSIONAIRE wishes to continue this contract then the CONCESSIONAIRE shall be entitled to suspend its performance under this contract for the remainder of the season and the contract shall remain in full force and effect for the next season if mutually agreed upon.

Termination for Cause:

If for any reasons, or through any cause, the CONCESSIONAIRE fails to fulfill in a timely and proper manner its obligations under the contract within any grace or cure period, or if the CONCESSIONAIRE violates any of the covenants, agreements or stipulations of the contract within any applicable grace or cure period then the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the CONCESSIONAIRE of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination; provided, however, that such termination shall not be effective if the CONCESSIONAIRE cures such breach or failure within thirty (30) days after receipt of such termination and if such breach or failure cannot be cured within thirty (30) days then the CONCESSIONAIRE commences such cure and thereafter diligently pursues same.

Concessionaire Obligation At Contract End:

Upon expiration of the contract period, CONCESSIONAIRE shall remove all equipment from the high ropes adventure course. The CONCESSIONAIRE shall make every reasonable effort to minimize the lingering environmental and aesthetic effects of the equipment removal on the Park. The CONCESSIONAIRE shall remove all debris created from removal of equipment. The CONCESSIONAIRE will make every reasonable effort to ensure the public safety and the safety of wildlife during the removal of equipment, and shall make reasonable efforts to ensure a safe environment after equipment has been removed. The CONCESSIONAIRE will not be accountable for 'hidden' or natural dangers outside the CONCESSIONAIRE's ability to control. The CONCESSIONAIRE shall remove all equipment within sixty (60) days after the contract has ended.

Non Discrimination:

The CONCESSIONAIRE expressly agrees, under penalty of summary cancellation of this contract, to operate the concession contracted without discrimination as to race, color, national origin, sex, sexual preference, or disability in accordance with all applicable State and Federal laws and regulations and in compliance with the provisions set forth in the Civil Rights Act of 1964, the American Disability Act, and the Laws of the State of Delaware.

Covenant against Contingent Fees:

The CONCESSIONAIRE warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the CONCESSIONAIRE for the purpose of securing business.

For breach or violation of this warranty, the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Concessionaire Activity:

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the CONCESSIONAIRE. The CONCESSIONAIRE must attest to the fact that no activity will take place outside of the United States in its transmittal letter.

Contract Documents:

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the CONCESSIONAIRE shall constitute the contract between the State of Delaware and the CONCESSIONAIRE. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, state of Delaware's RFP, CONCESSIONAIRE's response to RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the CONCESSIONAIRE.

Compliance with Applicable Laws and Regulations:

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The CONCESSIONAIRE consents to jurisdiction and venue in the State of Delaware.

CONCESSIONAIRE certifies that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. The laws of the State of Delaware;
2. The applicable portion of the Federal Civil Rights Act of 1964;
3. The Equal Employment Opportunity Act and the regulations issued there under by the federal government; and
4. Those programs, services, and activities provided to the general public under resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

CONCESSIONAIRE shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws and County and local ordinances, regulations and codes adopted during its performance of the work.

If the CONCESSIONAIRE fails to comply with No. 1 through 4 of this paragraph, the State of Delaware reserves the right to terminate the contract, or consider the CONCESSIONAIRE in default.

Scope of Agreement:

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fall, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

IV. Entire Agreement

This instrument contains the entire agreement of the parties hereto, and no representations, claims, modifications or additions made prior to subsequent to the date of this contract shall be valid and binding unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument, the day and year above-written.

instrument as their own free and voluntary act of said agency, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1 day of May, 2013.

Notary Public

My commission expires: 10/11/2015

STATE OF Maryland) SS.
COUNTY OF Montgomery

Diana Lopez Hyatt
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES OCTOBER 11, 2015



Social Media Guidelines for State Park Concessionaire Operators

PURPOSE

- Provide guidelines to Concessionaires to use existing and future Social Media technologies to provide information and interact with customers in Social Media venues to promote their business, within a framework deemed appropriate by the Division of Parks and Recreation.
- Provide commonly-accepted guidelines for conduct by Concessionaires who will use Social Media and Social Media venues to engage with customers.

Delaware Division of Parks and Recreation Guidelines

1. As a State of Delaware concessionaire, you must not knowingly communicate inaccurate or false information. All reasonable efforts should be made by the Concessionaire to provide only verifiable facts—not unverifiable opinions.
2. If in the course of your dealings with the Division you become privy to State of Delaware information that is considered to be non-public in nature, you must protect that information from disclosure. Contact your liaison if you're unsure whether information you want to post is public or not.
1. Contact your park liaison for permission to post a schedule of events or activities occurring in the park (e.g., sand castle contest, Seafood and Arts Festival). When posting information about special events or programs, you must be clear about which organization is responsible for the event you're promoting. A Delaware State Parks event must be identified as such; you may not claim Delaware State Parks events as your own, nor may you claim that the Division is responsible for events staged by your employees or staff unless you have an agreement with Delaware State Parks to that effect.
3. Sharing personal information on social media about state park employees is not permitted. Forward all requests regarding park employees to your liaison.
4. Negative or derogatory comments posted on social media by the concessionaire or their staff about the State of Delaware, DNREC, the Division, a State Park or its employees is not permitted and could be grounds for termination of the agreement.
5. Questions, comments or complaints about the State Park, the Division or a State Park employee posted on Social Media should be forwarded to your liaison to address.

General Social Media Guidelines

Ethical Conduct: Concessionaires shall act and conduct themselves according to the highest possible ethical standards. A summary of the key points of ethical Social Media conduct is reproduced here:

1. Customer protection and respect are paramount. If you are responding to a customer's negative experience or commenting on a situation, do so in a constructive way. We will use every effort to keep our interactions factual and accurate.
2. We will strive for transparency and openness in our interactions and will never seek to "spin" information for our benefit.
3. We will provide links to credible sources of information to support our interactions, when possible.

4. We will publicly correct any information we have communicated that is later found to be in error.
5. We are honest about our relationship, opinions, and identity.
6. We respect the rules of the venue.
7. We protect privacy and permissions.
8. In cases where we moderate interactions, customer opinion is respected and accepted regardless of whether it is positive or negative, provided customer opinion is "on topic" and not offensive, denigrating, or completely out of context.
9. Know you're always "On": You represent your business at all times, and you must assume that your social media usage is visible to customers and potential customers. Be sure to manage what and with whom you are sharing. Keep in mind that, while we all have the occasional work frustration, Facebook and Twitter are not the venues in which to air occasional frustrations.
10. As a public agency, Delaware State Parks, offers a family-friendly atmosphere to park visitors and the posting of remarks or photos that are off-topic or offensive to the general public shall be avoided.
11. Always Give Proper Credit: It's OK to quote or re-Tweet others, but never attempt to pass off someone else's language, photography, or other information. All copyright, privacy, and other laws that apply offline apply online as well. Be sure to credit the original author when posting a link.

DIVISION OF PARKS AND RECREATION

POLICY DIRECTIVE

D -66 Amended

Tobacco use is already prohibited in the following areas as specified in the Department's Administrative Policy D-309 - Smoking in the Workplace adopted in response to Executive Order No. 71:

1. Within any building owned or managed by the Department of Natural Resources and Environmental Control.
2. Within any building space rented by the Department of Natural Resources and Environmental Control.
3. In state-owned passenger and work vehicles, to include the operation of any unlicensed equipment and vehicles.

In accordance with Section 2.5.1 – Park Policies and Section 3.1.1 – Use Restriction/Trespassing of the Rules and Regulations, the Director of the Division of Parks and Recreation shall also prohibit the use of any form of tobacco or similar products at the following specific areas, programs and facilities within State Parks, nature preserves and other areas administered by the Division:

1. Public assembly areas and facilities such as, but not limited to, band shells, amphitheaters, athletic stadiums and fields, swimming pools, playgrounds, fishing piers, boardwalks, concession areas, restrooms and bath houses. This also applies to the Brandywine Zoo and Fort Delaware State Park, in their entirety.

The Division may designate areas where the use of tobacco products will be permitted at or outside of these public assembly areas and facilities.

2. Cape Henlopen State Park's residential youth camp facilities and all designated primitive youth group camping areas in State Parks including special events/temporary sites (camporees) or other locations used for that purpose.
3. All public programs.
4. On and within designated swim beaches and general picnic areas
5. The use of any lit tobacco or similar products will be prohibited during a burning ban designated by the State Fire Marshall in all areas and facilities covered by the ban.

The Division reserves the right to designate additional areas or facilities that are in the best interest of the health, safety and general welfare of park visitors and/or the general public, and for the protection and management of the natural and cultural resources administered by the Division.

The Division will notify the public of the tobacco-use restrictions by one or more of the following methods:

1. Placing appropriate signs at public assembly areas and facilities.
2. Staff announcing restriction prior to conducting a program.
3. Including information in Division publications and on the state park website.
4. Posting the policy in Division and state park offices and on public bulletin boards.
5. Media notification of policy change

Any changes to this policy require written approval by the Division Director.

Director, Division of Parks and Recreation

21 MAY 2012

Date