



*“Honoring Our Legacy as We  
Ride the Waves of Change”  
2022 Liberation Day Celebration*

## CONCESSION APPLICATION

<u>Type of Concession</u>	<u>Concession Fee</u>
Food and non-food (food and non-food concessions not authorized to sell alcoholic and non-alcoholic beverages during June 30, 2022 to July 4, 2022)	No fee
Alcoholic and non-alcoholic beverage concession (only four booths will be available for alcoholic and non-alcoholic beverage concessions)	\$300.00 per booth (Not refundable. Payment may be made in cash or check. Check payment must be made out to: Liberation Day Committee)

Name of Applicant: \_\_\_\_\_

Doing Business as (DBA): \_\_\_\_\_

Concession Type: \_\_\_\_\_

Names of Team Lead: \_\_\_\_\_

Primary Phone No. \_\_\_\_\_ Secondary Phone No. \_\_\_\_\_

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

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



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## CONCESSION AGREEMENT

This Concession Agreement (“Agreement”) is made this \_\_\_\_ day, \_\_\_\_\_, 2022 by and between the Office of the Mayor of Saipan, the 2022 Fourth of July Liberation Day Committee (collectively “Committee”) and \_\_\_\_\_ (“Concessionaire” or collectively the “Concessionaire”).

**WHEREAS**, the Office of the Mayor of Saipan (“MOS”) is charged with the responsibility to organize, operate, and implement festivities commemorating the liberation of the people of Saipan after the Battle of Saipan in World War II;

**WHEREAS**, Municipal Ordinance No. 86 (approved on 16 January 1968) charged the Office of the Mayor of Saipan with the responsibility to appoint and supervise the Committee to assist the Mayor of Saipan plan, organize, and oversee the celebration of the Fourth of July liberation day event;

**WHEREAS**, the purpose of the rules and regulations contained in this Agreement is to provide a standard for the operation of the 2022 Fourth of July liberation day concession activities, so as to ensure and promote a safe, cheerful, and memorable celebration;

**NOW, THEREFORE**, the Committee and Concessionaire agree to abide by the rules and regulations set forth below and to do so at all times during the effective date of this Agreement:

- 1. APPLICATION FOR CONCESSION LICENSE:** Any person or entity who wishes to operate a concession during the 2022 Fourth of July liberation day festivities must first apply for and be issued a concession license. In order to apply, an applicant must submit a completed application form provided by the Committee. No application fee is required to apply. Applications are due and must be delivered in person to the Committee no later than **Wednesday, June 10, 2022, 4:00 p.m.**

## **2. APPLICATION FEE FOR BEER AND NON-ALCHOLIC BEVERAGES CONCESSION**

No more than four concession licenses shall be issue to concessionaires to operate within the alcohol and non-alcohol concession restricted area. No more than four concession stalls shall be available in the alcohol and non-alcohol concession restricted area. An applicant for a license to operate an alcohol and non-alcohol concession shall pay an application fee of \$300.00 per concession stall, which payment must be made before a license may be issued. Payment must be made to: Liberation Day Committee

An alcohol and non-alcohol concessionaire shall be limited to selling alcoholic and non-alcoholic beverages, like bottled water, canned sodas, bottled flavor non-alcoholic drinks, and other non-alcoholic beverages. An alcohol and non-alcohol concessionaire is not permitted or licensed to sell food items, including but not limited to, hot foods, sandwiches, snacks, chasers, etc.

**3. DECISION ON APPLICATIONS:** The Committee will determine which concession applications are approved within five (5) working days of the deadline for submission. Each approved applicant will be notified of its approval by a telephone of the Committee's decision. An approved applicant may not begin operation of its concession until issued a concession license by the Committee.

**4. ISSUANCE OF CONCESSION LICENSE:** The Committee will issue a concession license to an approved applicant upon its submission of all required forms, documents, permits, licenses, certificates, fees etc., as listed by this Agreement, or as requested by the Committee.

In order to keep its concession license, Concessionaire must adhere to applicable laws and regulations requiring food handlers to attend workshops for licensing, inspection visits to sites, etc. Concessionaire may be requested to display proof of concession licensing at any time during the 2022 Fourth of July liberation day festivities by the Committee or other government agency.

Concessionaire may cancel or terminate its concession license at any time after issuance. Upon cancellation or termination of the concession license by the Concessionaire, Concessionaire shall physically vacate the concession space by removing all personal property from the concession space and shall cease entering, using, and occupying the space.

**5. DURATION OF FESTIVITIES:** The 2022 Fourth of July liberation day festivities is scheduled to commence on Thursday, 30 June, 2022 and will conclude on Monday, 4 July, 2022. Festivity hours are as follows: Thursday, June 30, 2022 through Sunday, July 3, 2022, 6:30 P.M. to 10:00 P.M. On Monday, July 4, 2022, festivities will open from 9:00 A.M. and closed at 10:30 P.M.

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The time period during which the 2022 Fourth of July liberation day festivities will occur is subject to possible change depending on weather and other circumstances beyond the control of the Committee that might require an alteration in the dates and/or hours of operation of the activities. Concessionaire acknowledges that inclement weather or other circumstances affecting the health and safety of participants may necessitate the alteration of the days and/or hours of operation of the festivities. The Committee will promptly notify Concessionaire of any such alterations in the operation schedule of festivities.

- 6. LOCATION OF CONCESSION BOOTH:** The designated location of each concession booth will be determined by a lottery and each Concessionaire will be informed of its assigned booth number after the lottery is concluded. The results of the lottery shall be final and no changes as to designation shall be made. The Committee may at its sole discretion allow a one-time redrawing of lots if undrawn lots remain available. A Concessionaire shall operate only its specific concession and within the physical boundaries of its designated concession booth and allotted space. The Committee will set the time and date for the drawing of concession booths.

No drawing of booths by lottery will be conducted for applicants that the Committee has approved to operate during the 2022 Fourth of July liberation day festivities, if the approved applicants will be continuing their operations during the 2022 Fourth of July liberation day festivities after the conclusion of the 2022 Taste of the Marianas.

- 7. SIZE OF CONCESSION BOOTH:** Concession booth sizes are as follows:

No.	Type of Concession	Concession Booth Size
1.	Food	8' x 10'
2.	Carnival Games	8' x 10'
3.	Souvenir/ Retail Items	8' x 10'
4.	Arts and Crafts	8' x 10'
5.	Alcoholic and Non-alcoholic Beverages	10' x 10'

If approved by the Committee, a concessionaire operating a food or non-food concession who is assigned to a 8' x 10' booth may be permitted to extend up to 10 feet behind the booth. The Concessionaire may be permitted by the Committee to extend not to exceed 5 feet on one side of the booth, measured from the posts on the side of the booth where the extension may be permitted. No Concessionaire is authorized to extend forward. Any authorized extension must be constructed in compliance with the standards set by the Committee and as authorized by the Department of Fire and Emergency Medical Services.

Food and non-food concessionaires, with the exception of the alcohol and non-alcoholic concessionaires, are not licensed to sell alcoholic or non-alcoholic drinks. With the exception of the alcoholic and non-alcoholic concessionaires, food concessionaires may include one non-alcoholic drink with any food item it sells. Non-food concessionaires, with the exception of alcoholic and non-alcoholic concessionaires are not licensed to sell food and drinks.

**8. OPERATION OF CONCESSION BOOTH:** A concessionaire shall maintain its designated booth in a tidy and presentable manner at all times during the 2022 Fourth of July liberation day festivities. All concession booths must remain lit and have an adult employee or adult representative physically present in the booth **up to thirty minutes before the close of that day's event**. A Concessionaire is prohibited from closing early or leaving its booth unattended at any time except as otherwise permitted in this Agreement.

In the event a Concessionaire is unable to continue operations due to being "sold out" of merchandise or other item being sold, then Concessionaire shall prominently display a "Sold Out" sign to notify the public of that fact. The Committee shall provide a "Sold Out" sign to Concessionaire for this purpose prior to the start of festivities.

Concessionaire must immediately notify the Committee if its booth is non-operational for any reason. Even if non-operational, Concessionaire must remain physically present in its booth and keep its booth fully lit until at least thirty minutes before the close of that day's festivities.

Concessionaire or its employees, guests, agents or representatives shall not be permitted to consume alcoholic beverages, controlled drugs, or cannabis within Concessionaire's designated concession area at any time during the 2022 Fourth of July liberation day festivities. Concessionaire agrees not to display or advertise pornographic materials whatsoever. Concessionaire shall not play loud music or other recording or live messages that would interrupt with the 2022 Fourth of July liberation day entertainment shows.

**9. MAINTENANCE OF CONCESSION BOOTH:** Concessionaire shall at all times keep its designated concession booth and the immediate area around its concession booth clear of debris, trash, garbage, etc. Concessionaire shall place all trash in a secured heavy-duty plastic bag. Concessionaire shall dispose of all trash in the designated garbage containers. A Concessionaire shall not store trash in open containers or in trash bags in its designated concession booth or in the immediate area of its concession booth at any time. Concessionaire shall not litter within the 2022 Fourth of July festival grounds.

Concessionaire shall not nail or attach objects to any tree situated on the 2022 Fourth of July festival grounds. Concessionaire shall not dig, excavate, pour concrete, or install or construct any object on the festival grounds.

**10. FLOORING OF CONCESSION BOOTH:** Concessionaire shall elevate the floor of its designated concession booth no less than five inches above existing grade. Concessionaire must cover the floor area from corner to corner of its concession booth with plywood or any other material that is commonly used for flooring. There is no exemption for this requirement. Concessionaire shall solely be responsible for the cost and expense related to the purchase of the materials for flooring and labor for the installation of the flooring. At the conclusion of the 2022 Fourth of July festivities, the Concessionaire shall immediately remove and haul away all flooring materials it purchased and installed in its designated concession booth. The Committee shall not be responsible for any damage or loss (including theft) to the flooring materials for any reason.

**11. SECURITY OF CONCESSION BOOTH:** Concessionaire shall be solely responsible for securing its concession booth from loss (including theft) or damage during the 2022 Fourth of July liberation day festivities. The Committee shall not be responsible to the Concessionaire for loss (including theft) or damage to Concessionaire's booth including property located therein.

**12. BUSINESS LICENSE AND OTHER PERMITS:** Concessionaire must have a valid CNMI business license. Concessionaire must have a valid CNMI issued permit to sell alcoholic beverages on the festival grounds. No alcoholic beverages shall be raffled as a prize.

Concessionaire must have a valid fire code permit from the CNMI Department of Fire and Emergency Medical Services. Concessionaire must keep a working fire extinguisher at all times of operations in its designated booth that has been inspected and approved by the CNMI Department of Fire and/or a licensed vendor.

Concessionaire must have a valid health certificate and sanitary permit issued by the CNMI including the government, if applicable, certifying the Concessionaire and its food handlers to have met the requirements for food handling. Concessionaire selling food or beverages must install a front splash shield on its food display counter. Installation of a front splash shield is not an option but a requirement. Concessionaires is solely responsible for paying the cost of buying a front shield and installing it, which payment is not reimbursable by the Committee.

Concessionaire must conspicuously display its business license and permits within its designated booth so that they are visible to the public. Concessionaire must comply with all conditions for maintaining any required permits. Concessionaire must comply with all health related and safety regulations applicable under CNMI law.

**11. INSURANCE:** Concessionaire must be insured by an insurance provider that is licensed to conduct business in the CNMI. Concessionaire must have insurance coverage against third-party claims for injury or loss (including property damage and theft) related to or in connection with Concessionaire's operation of its concession during the 2022 Fourth of July festivities. Concessionaire must include the Committee, the Office of the Mayor of Saipan, and the CNMI government as named insureds.

If Concessionaire fails to procure appropriate insurance then it shall agree to personally indemnify the Committee and the MOS as well as their respective employees, agents and representatives from any liability for third-party claims for injury or loss (including property damage and theft) related to or in connection with Concessionaire's operation of concessions during the 2022 Fourth of July festivities.

Concessionaire shall also execute whatever other releases of liability issued by the Committee for any injury or loss (including property damage and theft) incurred to Concessionaire or its employee, agents or representatives during the course of the 2022 Fourth of July festivities.

**12. FINANCIAL REPORT:** Concessionaire shall submit a detailed financial report to the Committee no later than fifteen (15) calendar days after the last day of 2022 Fourth of July festivities. This detailed report shall show Concessionaire's daily gross revenue and expenses for

the operation of its concession. For uniformity and consistency, the Committee will provide the specific financial report form that must be completed and submitted by each Concessionaire.

A Concessionaire shall submit its financial report to the Office of the Mayor of Saipan in person. The Committee is required by the Department of Public Lands to report to that agency the amount of revenue raised during the festivities, and the Committee agreed to the requirement as part of the condition to enter, use, and occupy the Garapan Fishing Base for the operation of the 2022 Fourth of July festivities.

**13. DAMAGE TO COMMITTEE PROPERTY:** Concessionaire shall take reasonable precautions to protect property belonging to the Committee and/or third-parties from loss (including theft) or damage. Property belonging to the Committee or third-parties include all materials, supplies, objects, vehicles, tents, electrical wires, etc. that do not belong to the Concessionaire that Concessionaire is licensed to use for purposes of operating a concession in the 2022 Fourth of July festivities.

Concessionaire shall and agrees to be responsible for paying the Committee actual cost and expense to repair or replace property belonging to the Committee or an affected third-party that Concessionaire lost (including theft) or damaged during the 2022 Fourth of July festivities, upon a determination by the Committee or another agent charged with investigating the damage or loss, the Committee shall be the sole decision maker as to the selection of a company to perform any repair or delivery of a replacement for the property damaged by Concessionaire.

**14. ELECTRICAL SERVICES:** Concessionaire shall comply with requirements for electric services or connection as established by the Committee. For safety and prevention from loss or damage to persons and property caused by electrical failure, short circuit, or grounding, Concessionaire must at all times comply with the instruction and direction, oral or written, of the Committee. A Concessionaire shall not hold the Committee responsible for damage to appliance, equipment, or property caused by electrical power surge or low voltage.

**15. LIGHT BULBS:** Concessionaire shall solely be responsible for the replacement of burnt out light bulbs in its designated concession booth. Concessionaire shall purchase replacement bulbs at its own expense and shall not demand or claim reimbursement from the Committee for the cost of the replacement bulbs. At the conclusion of the 2022 Fourth of July festivities, Concessionaire may remove and take light bulbs that it purchased using its own funds. Concessionaire shall consult with the Committee prior to replacing burnt out light bulbs and shall follow the instruction of the Committee on the type of bulbs to use or install to replace burnt out bulbs.

**16. PENALTIES:** Concessionaire shall comply with all the terms and conditions set forth in this Agreement at all times. A Concessionaire that fails to abide by this Agreement shall be subject to the following penalties:

First Violation: Issuance of a written warning.

Second Violation: Fine in the amount of 100.00 and issuance of a second written warning.

Third Violation: Termination or revocation of Agreement, which shall not be reviewable or appealable.

Upon termination or revocation of Concessionaire's concession license, the Concessionaire shall cease operation and peacefully vacate the concession booth by removing all personal property and persons from the designated booth no later than three calendar days from the effective date of termination or revocation.

**17. INSPECTION:** The Committee or its employees, agents or representatives shall be permitted to enter a Concessionaire's booth at any time for purposes of conducting spot checks to ensure compliance with these Rules.

**18. BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind the parties and their heirs, legal representatives, successors and permitted assigns of the parties.

**19. MODIFICATION:** The Committee may amend, alter, change or modify any part of this Agreement at any time by giving Concessionaires at least five days advance written notice of the effective date of the amendment, alteration, modification, or change. The Committee may take into consideration a Concessionaire's written view in support or opposition to an amendment, alteration, modification or change.

**20. SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**21. INDEMNIFICATION:** Concessionaire shall indemnify and hold the Office of the Mayor of Saipan and the Committee their employees, agents, representatives, and assigns harmless from any liability related to Concessionaire's operation of its concession during the 2022 Fourth of July festivities including but not limited to liability arising from personal injury suffered by the Concessionaire or related third- parties, Concessionaire's guests or occupants of Concessionaire's booth.

**22. FULL AUTHORITY:** Concessionaire warrants and represents he/she has full and unrestricted rights, power and authority to enter into this Agreement and to perform all the terms, conditions, and covenants described in this Agreement. Concessionaire shall indemnify, defend and hold harmless the Office of the Mayor of Saipan, the Committee, their employees, agents, representatives, and assigns from any challenges, lawsuits, or legal determinations made that Concessionaire lacked authority to execute this Agreement including reasonably foreseeable damages arising thereto.

**23. NO PRESUMPTION AGAINST DRAFTER:** The parties hereby waive any claim or presumption which otherwise exists against the drafter of this Agreement.

**24. WAIVER:** The failure of any party to enforce any provision of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.



Duly adopted this \_\_\_\_ day of \_\_\_\_\_, 2022, by the 2022 Fourth of July Liberation Day Committee.

Approved by: \_\_\_\_/s/ Christopher Guerrero, \_\_\_\_\_  
CHRISTOPHER GUERRERO, Chairman  
2022 Fourth of July Liberation Day Celebration  
Committee

Concurred by: \_\_\_\_/s/David M. Apatang, \_\_\_\_\_  
DAVID M. APATANG, Mayor,  
Municipality of Saipan

Concessionaire's signature below shall constitute Concessionaire's review, understanding, acceptance of this Agreement.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_