

COMMERCIAL MANAGEMENT CONCESSION AGREEMENT (CMCA) APPLICATION

Business Name		Phone Numbers:	
Contact Person			
Address		Email Address:	
City, State, Zip		Website Address:	
Corporate Status (LLC, Inc) and License #		Are you Non Profit?	Yes / No

CMCA SUMMARY

CMCA Sample is attached for reference. This type of agreement is utilized when use of the park is for a commercial activity or business venture for reoccurring events by the same vendor/operator during the course of the year. Examples of CMCA's include, but are not limited to, scuba certifications, food and drink vendors, commercial sales and/or service offerings (i.e. guided tours for fishing, boating, hiking, kayaking, mountain biking, equestrian).

Application, attachments and non-refundable application fee payment of \$150.00 (Administrative Fee) is to be mailed or hand delivered to:

*Maricopa County Parks and Recreation Department
Attn: Contract Administrator
41835 N. Castle Hot Springs Road
Morristown, AZ 85342*

If you prefer to email, you may pay the non-refundable \$150.00 Administration Fee via credit card. Send the application and attachments to: EMILYMILLER@MAIL.MARICOPA.GOV and an invoice will be generated from which you can call 928-501-9200 for credit card payment. **Application will not be reviewed until the non-refundable \$150.00 Administrative Fee is received.**

DESCRIPTION / SCOPE OF THE RECREATIONAL OPPORTUNITY/SERVICES (INCLUDING ITEMS TO BE SOLD IF APPLICABLE, AND SPACE REQUIRED TO CONDUCT YOUR CONCESSION)

WHAT IS YOUR TARGET AUDIENCE / HOW MANY PARTICPANTS EXPECTED PER "EVENT"

PARK NAME(S) (OR ALL)

DAYS / HOURS OF OPERATION

FEEES THAT YOU WILL BE CHARGING, COST OF ITEMS FOR SALE (ATTACH SEPARATE SHEET IF NECESSARY)

EQUIPMENT (IF ANY) THAT YOU WILL BRING ON SITE (PLEASE ATTACH PICTURES)

ADDITIONAL INFORMATION THAT YOU WOULD LIKE TO SHARE REGARDING YOUR BUSINESS, INCLUDING REFERENCES.

PROVIDE LISTING OF ALL LICENSES (HEALTH, MERCHANT MARINERS, ETC) AND PERMITS (NATIONAL, STATE, CITY, ETC.) CURRENTLY IN FORCE:

If you need assistance or have any questions, please contact Emily Miller, Contract Administrator at 928-501-9211 or via email: EMILYMILLER@MAIL.MARICOPA.GOV

ATTACH OR PROVIDE ADDITIONAL DOCUMENTATION HERE

S A M P L E
Commercial Management Concession Agreement
Between
Maricopa County
And
Name

**SAMPLE APPLICATION
AN ORIGINAL AGREEMENT
FOR EXECUTION WILL BE
SENT UPON RECEIPT OF
APPLICATION FEE AND
APPROVAL OF APPLICATION.**

**For the Management, Operation and Maintenance of a Commercial Concession
within Maricopa County Regional Parks and Maricopa Trails**

This Commercial Management Concession Agreement hereinafter referred to as "Agreement," is entered into between Maricopa County, a political subdivision of the State of Arizona (hereinafter referred to as "County") through its Parks and Recreation Department (herein referred to as "MCPRD") and **Name** (hereinafter referred to as "Concessionaire"). The County and Concessionaire are collectively referred to as "Parties" or individually as a "Party."

RECITALS

WHEREAS, County is authorized to enter into this Agreement pursuant to A.R.S. §§11-201, 11-251 and 11-933; and

WHEREAS, the Parties agree the intent of this Agreement is solely for the operation, management and maintenance of the Concession, described hereinafter, and is not intended to convey any property rights.

AGREEMENT

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and the Concessionaire agree as follows:

1. **Recitals.** The Recitals are true and, by this reference, shall be incorporated herein and made a part of this Agreement.
2. **Concession Operations and Administration.** The County hereby grants the Concessionaire the non-exclusive right to manage, operate, maintain and to provide a commercial concession for **TYPE** ("Concession") in a diligent, professional and creditable manner, satisfactory to the County, within the Maricopa County Regional Parks and Maricopa Trails ("System") as described and identified in Exhibit One and in accordance with any published rules, regulations and guidelines. Major events, defined as having more than twenty five (25) participants and/or rentals of MCPRD's facility(ies), are not a part of this Agreement.
 - A. The Concessionaire is responsible for ensuring that safety measures are implemented for Concession activities. If unsafe operation of the Concession is observed or noted by Park personnel, operation shall immediately cease until the risk or threat has been resolved. Any suspension of activities due to unsafe operation(s) will be without liability to the County for compensation to the Concessionaire for losses, including, but not limited to, lost income, lost revenue, wages or other compensation or liability.
 - B. The Concessionaire shall give full cooperation to the County's inspection, monitoring and review process in connection with this Agreement.
 - C. In case of emergency, Concessionaire will immediately contact appropriate emergency medical services and then notify MCPRD personnel. An emergency is defined as any person requiring medical attention, or injury requiring medical transport, or death.
 - D. Concessionaire shall not post any signs without the written consent of MCPRD.
3. **Term.**
 - A. **Effective Date.** The effective date of this Agreement will be the date approved by the Director (the "Effective Date").
 - B. **Term.** Term of this Agreement will be from the Effective Date through December 31, ____ plus an additional twelve (12) months. In all events, the Term shall end on the 31st day of December of the applicable year.
 - C. **Renewal Option.** Provided Concessionaire is not in violation of this Agreement, this Agreement may be renewed for up to one (1) additional term of one (1) year upon thirty (30) days written notice to renew prior to the end of the Term. The County shall not be liable to the Concessionaire or any of its officers, employees, agents or contractors at law or in equity for not entering into a Renewal Option. Should the Concessionaire holdover after the expiration of any Term, such holdover shall be on a month to month basis with all terms and conditions of this Agreement to continue in full force and effect.

4. **Accounting and Fees.** The Concessionaire shall pay the County the greater of an annual minimum fee of two hundred twenty-five dollars (\$225.00) or ten percent (10%) of Concessionaire's gross receipts. Misreporting of gross revenue shall be deemed to be a fraud against County. The fee is in exchange for the rights to have a Concession on County lands within the System. The fee is assessed by the County to offset impact to the park and create funds to be applied towards park operations. The County does not guarantee the Concessionaire any revenue amount.
 - A. The minimum annual fee of two hundred and twenty-five dollars (\$225.00) shall be paid in four equal payments of fifty-six dollars and twenty five cents (\$56.25). The first payment shall be made at the time of execution of this Agreement, with subsequent payments due on the first day of each calendar quarter.
 - B. On the first day of each calendar quarter, Concessionaire shall provide proof of the gross receipts on a quarterly attendance and revenue statement form mutually agreed upon between the County and Concessionaire ("Statement"), for the calendar quarter that ended 90 days prior to that quarterly due date (for example, on January 1st the Statement is due for the quarter ended prior September 30). Statement shall provide event date, number of guests and gross revenue for each day/event.
 - C. The 10% fee shall be applied to the gross receipts provided which shall represent the actual fee for the calendar quarter shown on the Statement. The 10% fee shall accompany the Statement less \$56.25 minimum fee, which shall represent the actual fee for the calendar quarter. Should the due date fall on a Saturday, Sunday or legal holiday, then the due date shall be at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday. The preferred method of payment is via credit card; however a check can be mailed to the address shown in Section 11, Notices. If no events were held or revenue generated during any reporting period, the Concessionaire is still required to submit the Statement and indicate "No events held or revenue generated during this reporting period." Late fees shall be ten percent (10%) of the amount due. Invoiced late fees are due to the County by the due date stated on the invoice for late fees.
 - D. The Concessionaire will maintain an accounting system that conforms to the Generally Accepted Accounting Principles (GAAP) and accurately reflects the results of the entire operation of the Concession. These financial records will be retained for seven (7) years after termination of the Agreement. These financial records will be made available for inspection or audit by County at least once per year.
 - E. One CMCA annual pass will be issued to Concessionaire by the County at no cost in conjunction with this Agreement ("CMCA Annual Pass"). Concessionaire shall pay the County \$5.00 for any additional annual passes needed in connection with the operation of the Concession. The CMCA Annual Pass and other annual passes associated with this Agreement are restricted to use in performance of this Agreement. Use of these passes for other than in performance of this Agreement may result in revocation of these passes and may include termination of the Agreement, at the sole discretion of the County.
 - F. A non-refundable application fee of one hundred fifty dollars (\$150.00) shall be paid to MCPRD upon submission of application to become a Concessionaire. This fee is due for the initial development of the Agreement and for each subsequent amendment to the Agreement.
5. **Termination.**
 - A. This Agreement may be terminated by either Party upon submission of a written notice of termination thirty (30) days in advance of termination. In no event shall any termination date be other than the final day of a calendar month. Said request for termination will be sent to the other Party by notice as provided for in this Agreement. The termination will not be effective until there are no outstanding fees or other outstanding duties of the Concessionaire. Upon payment of said fees, neither Party shall have further liability to the other.
 - B. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.
6. **Indemnification and Insurance**
 - A. Indemnification.
 - 1) In addition to the indemnification provisions provided for elsewhere in this Agreement, the Concessionaire shall indemnify and hold harmless the County, its departments, agencies, officers and employees, from and against all claims, demands, judgments, actions, settlements, liens, penalties, damages, losses, injuries, costs and expenses, including attorneys' fees and court costs, by third parties in connection with the use and operation of facilities for the Concession or, arising out of or in any way caused by or related to any activity, condition or event arising out of the performance or non-performance of the provisions of this Agreement, except to the extent caused by the gross negligence or willful misconduct of the County or any of its departments, agencies, officers, employees or agents.
 - 2) Neither the Concessionaire, nor any of its contractors or subcontractors shall have any authority to create any lien against the County or property of the County for labor, materials, or services furnished by the Concessionaire, its contractors or subcontractors. If, because of any act or omission (or alleged act or omission) of the Concessionaire, any mechanic's, materialman's or other lien, charge or order for the payment of money shall be filed or recorded against the County or property of the County (whether or not such lien, charge or order is valid or enforceable as such), the Concessionaire shall immediately notify the County. The Concessionaire will, at its own expense, cause the same to be canceled and discharged of record within thirty (30) days after the Concessionaire will have received notice of the filing thereof, or the Concessionaire may, within said period of time, furnish to the County a bond satisfactory to the County against said lien, charge or order, in which case the Concessionaire will have the right in good faith to contest the validity or amount thereof.
 - 3) The Concessionaire shall indemnify and hold harmless County, its successors in interest and assigns, from any liability, damage, expenses, costs or attorney(s)' fees incurred or arising from any and all claims as a result of the consumption of food and/or beverage (alcohol and non-alcohol) sold by Concessionaire

or any of its agents, contractors, vendors, officers, employees, assigns, designees or invitees due to the rights granted to the Concessionaire pursuant to the terms of this Agreement or as a result of any act or omission by the Concessionaire or any of its agents, contractors, vendors, officers, employees assigns, designees or invitees.

B. Insurance.

- 1) The Concessionaire shall maintain the following insurance coverage (i) General liability insurance as per Table One; (ii) Additional insured status with an endorsement as broad as ISO Additional Insured Endorsement CG20101185; (iii) Vehicle liability: Five hundred thousand dollars (\$500,000) combined single limit for all vehicles; (iv) Statutory workers' compensation and employer's liability of five hundred thousand dollars (\$500,000) per accident, five hundred thousand dollars (\$500,000) per disease and five hundred thousand dollars (\$500,000) disease policy limits; (v) Waiver of subrogation/recovery against the County to be included in all policies; (vi) Coverage must include environmental clean-up unless documentation is provided by the Concessionaire that this is not available or feasible.
- 2) The County and the Bureau of Reclamation or the Bureau of Land Management shall be named as "additional insured" under all policies of insurance with the exception of Worker's Compensation policy. Copies of all insurance policies or certificates thereof shall be made available to the County upon request. Copies of the Certificate of Insurance (COI) shall be furnished annually to the County. The County shall be given thirty (30) days advance written notice of cancellation of a policy, non-renewal, or change in coverage or limits.
- 3) The Concessionaire assumes all risk of loss and shall be responsible for any and all losses to the Concessionaire's property and all Concessionaire improvements within the Concession site. Such Loss to the Concessionaire's property may result from, but is not limited to, theft, vandalism, fire and any fire-fighting activities (including prescribed burns), landslides, rising waters, winds, falling limbs or trees and acts of God.
- 4) A Waiver of Subrogation/recovery against the County shall be included in all policies.

TABLE ONE

Concession Description	Insurance Requirement
Rental - Boats / Jet Skis Not Guided Tours	\$1,000,000 General Liability \$3,000,000 Aggregate
Horseback riding on designated trails	\$1,000,000 General Liability \$2,000,000 Aggregate
Food Vending Services from authorized Kart, Trailer or Boat (land or water)	\$1,000,000 General Liability \$2,000,000 Aggregate
Guided Sailing or Boat Tours/Cruises	\$1,000,000 General Liability \$2,000,000 Aggregate
Guided Jet Skis Tours	\$1,000,000 General Liability \$3,000,000 Aggregate
Flyboarding	\$2,000,000 General Liability \$4,000,000 Aggregate
Rental at Park - Mountain Bikes	\$1,000,000 General Liability \$2,000,000 Aggregate
Commercial Sales	\$1,000,000 General Liability \$2,000,000 Aggregate
Professional Photography	\$1,000,000 General Liability \$2,000,000 Aggregate
Guided Fishing Expeditions	\$1,000,000 General Liability \$2,000,000 Aggregate
Guided Hiking or Mountain Biking on designated Trails	\$1,000,000 General Liability \$2,000,000 Aggregate
Rafting/Kayaks/Paddleboard - Guided or Delivery to Park	\$1,000,000 General Liability \$2,000,000 Aggregate
Scuba Instruction/Certification with Dive Masters/Instructors	\$1,000,000 General Liability \$3,000,000 Aggregate

7. **Compliance.** The Concessionaire shall obtain all required licenses and permits and comply with all applicable local, federal, state, county and city statutes, laws, ordinances, rules, policies, regulations and instructions, including Maricopa County Parks and Recreation Department Park Rules, attached hereto as Exhibit Two, in effect now or as may be amended or added.
 - A. Concessionaire shall not discriminate against any employee or applicant for employment because of race, age, handicap, disability, color, religion, sex, sexual orientation or national origin. The Concessionaire shall comply with Title VI and Title VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990, A.R.S. §41-1461 et. seq., A.R.S. §41-1492 et. seq., 29 U.S.C. §721 (Section 504), and Arizona Executive Order 75-5 which mandates that all persons shall have equal access to employment opportunities.
 - B. The Concessionaire agrees to comply with the I.R.C.A. and Arizona statutes, in the performance of this Agreement and, upon request, permit the County to inspect personnel records to verify such compliance.
 - C. The Concessionaire, for itself and all subcontractors, if any, warrants full compliance with all federal immigration laws and regulations that relate to their employees, and their compliance with A.R.S. §23-214 et seq. A breach of this warranty shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. The County retains the right to inspect the papers of Concessionaire or sub-concessionaire's employee(s) who work on the Concession to ensure that the Concessionaire or sub-concessionaire is complying with the warranty provided above. The Concessionaire shall make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection. Nothing herein shall make any Concessionaire or sub-concessionaire an agent or employee of the County.
 - D. The Concessionaire warrants that it is in compliance with verification of employment eligibility and E-Verify Program.
 - E. To the extent applicable under A.R.S. § 35-393.01, Concessionaire certifies it is not currently engaged in, and for the duration of this Agreement agrees not to engage in, a boycott of Israel as defined in A.R.S. § 35-393.
8. **System Closure.** MCPRD reserves the right, in its sole judgment, to close any area of the System or establish limits of visitation at any portion of the Concession site or area of operation when deemed necessary for resource protection, public safety and/or health purposes without any liability by the County or any compensation to the Concessionaire for losses, including, but not limited to, lost income, wages or other compensation which may be claimed by the Concessionaire. In the event of an emergency evacuation, the Concessionaire will be required to take direction from the MCPRD. The County will not be liable for any loss or damage to Concession or Concessionaire's property.
9. **Assignment.** The Concessionaire shall not assign or subcontract any of the Concessionaire's rights or interests in the Agreement without the written consent of the MCPRD.
10. **Taxes.** The Concessionaire shall pay taxes of whatever character may be levied or charged upon concessionaire's rights and operations under this Agreement.
11. **ASSIGNMENT.** THE CONCESSIONAIRE SHALL NOT ASSIGN OR SUBCONTRACT ANY OF THE CONCESSIONAIRE'S RIGHTS OR INTERESTS IN THE AGREEMENT WITHOUT THE WRITTEN CONSENT OF THE MCPRD.
12. **TAXES.** THE CONCESSIONAIRE SHALL PAY TAXES OF WHATEVER CHARACTER MAY BE LEVIED OR CHARGED UPON CONCESSIONAIRE'S RIGHTS AND OPERATIONS UNDER THIS AGREEMENT.
13. **Notices, Current Addresses and Points-of-Contact.** All notices required under this Agreement shall be in writing and given by email delivery and read receipt, or United States Post Office certified mail, return receipt requested, or by commercial courier served with a receipt, or by hand delivery, to each Party's following address, or to such other address as either Party may notify the other in writing as provided herein. Any such notice shall be considered served when communication is received and signed for or delivery is refused or returned to sender as unclaimed.

For the County:

Maricopa County Parks & Recreation Department
 Attn: Contract Administrator
 41835 N. Castle Hot Springs Road
 Morristown, AZ 85342
 Email: emilymiller@mail.maricopa.gov
 Phone: (928) 501-9211

For the Concessionaire:

Company Name
Attn:
Street Address
City, State Zip
Telephone: business & cell
E-Mail:

14. **Concessionaire's Representations.** Concessionaire represents and warrants to the County as follows:
 - A. The Concessionaire is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency.
 - B. The Concessionaire has not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - C. The Concessionaire is not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (B) of this certification.
 - D. The Concessionaire has not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State or local) terminated for cause of default.
 - E. The Concessionaire shall include, without modification, the representations in Sections 12A through 12D above in all agreements for any and all lower tier covered transactions (i.e. transactions with vendors, contractors) and in all solicitations for lower tier covered transactions related to this Agreement.
15. **Waiver.** The waiver by either Party of any breach of any one or more of the covenants, conditions or provisions of this Agreement shall not be construed to be a waiver of any subsequent or other breach of said covenants, conditions or provisions of this Agreement. Any failure on the part of either Party to require or exact full and complete compliance with any of the covenants, conditions or provisions of the Agreement shall not be construed to, in any manner, change the terms hereof or preclude such Party from enforcing the full provisions of this Agreement.
16. **Severability/Validity.** If any provision of this Agreement is determined to be invalid, void, or illegal, then such determination shall not affect, impair, or invalidate any other provision hereof, the remaining provisions shall remain in full force and effect and the Parties shall use their commercially reasonable efforts to restate the invalid provision to the end that it complies with applicable laws.
17. **Consents and Approvals.** The Parties agree to act in good faith and with fair dealing with one another in the execution, performance and implementation of the terms and provisions of this Agreement. Whenever the consent, approval or other action of a Party is required under any provision of this Agreement, such consent, approval or other action shall not be unreasonably withheld, delayed or conditioned by a Party unless the provision in question expressly authorizes such Party to withhold or deny consent or approval or decline to take action in accordance with a different standard.
18. **Entire Agreement; Modification.** This Agreement, together with any supplemental provisions attached hereto, constitutes the entire agreement between the Parties and sets forth all of the covenants, promises, agreements, conditions or understandings, either oral or written, between the Concessionaire and the County, and those agreements that are executed contemporaneously herewith. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by the Concessionaire and the County. The Concessionaire and the County have reviewed this Agreement and have had the opportunity to have it reviewed by legal counsel.
19. **Attorneys' Fees.** If any suit or action is commenced to enforce compliance with any term, covenant or condition of this Agreement, including any action undertaken in the context of bankruptcy proceedings, the Party not prevailing shall pay to the prevailing Party a sum which the trial judge determines is reasonable as attorneys' fees to be allowed in the suit or action, and court costs, and if appeal is taken from any judgment or decree in the suit or action, the Party not prevailing on the appeal shall pay to the prevailing Party such further sum as the appellate court shall adjudge reasonable as attorneys' fees on appeal, and court costs.
20. **Force Majeure.** The occurrence of any of the following events shall excuse performance of such obligations of a Party as are rendered impossible or reasonably impracticable to perform while such continues: strikes; lockouts; acts of God; inability to get materials; governmental restrictions; enemy or hostile governmental action; fire or other casualty; and other causes beyond the reasonable control of the Party obligated to perform (all events of "Force Majeure").
21. **Authority.** Concessionaire, upon execution of this Agreement, shall simultaneously provide proof of authority to execute the agreement. Party covenants and warrants to the other Party that: (a) it is duly authorized to execute this Agreement; and (b) the execution of this Agreement has been duly authorized by the applicable Party.
22. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed, emailed and copied signatures are acceptable as original signatures.

DATED this _____ day of _____ 201__.

**DO NOT SIGN THIS PAGE.
AN ORIGINAL AGREEMENT
WILL BE SENT FOR
EXECUTION UPON RECEIPT
OF APPLICATION FEE AND
APPROVAL OF APPLICATION.**

MARICOPA COUNTY

Director Date
Maricopa County Parks and Recreation Department

CONCESSIONAIRE:

Name

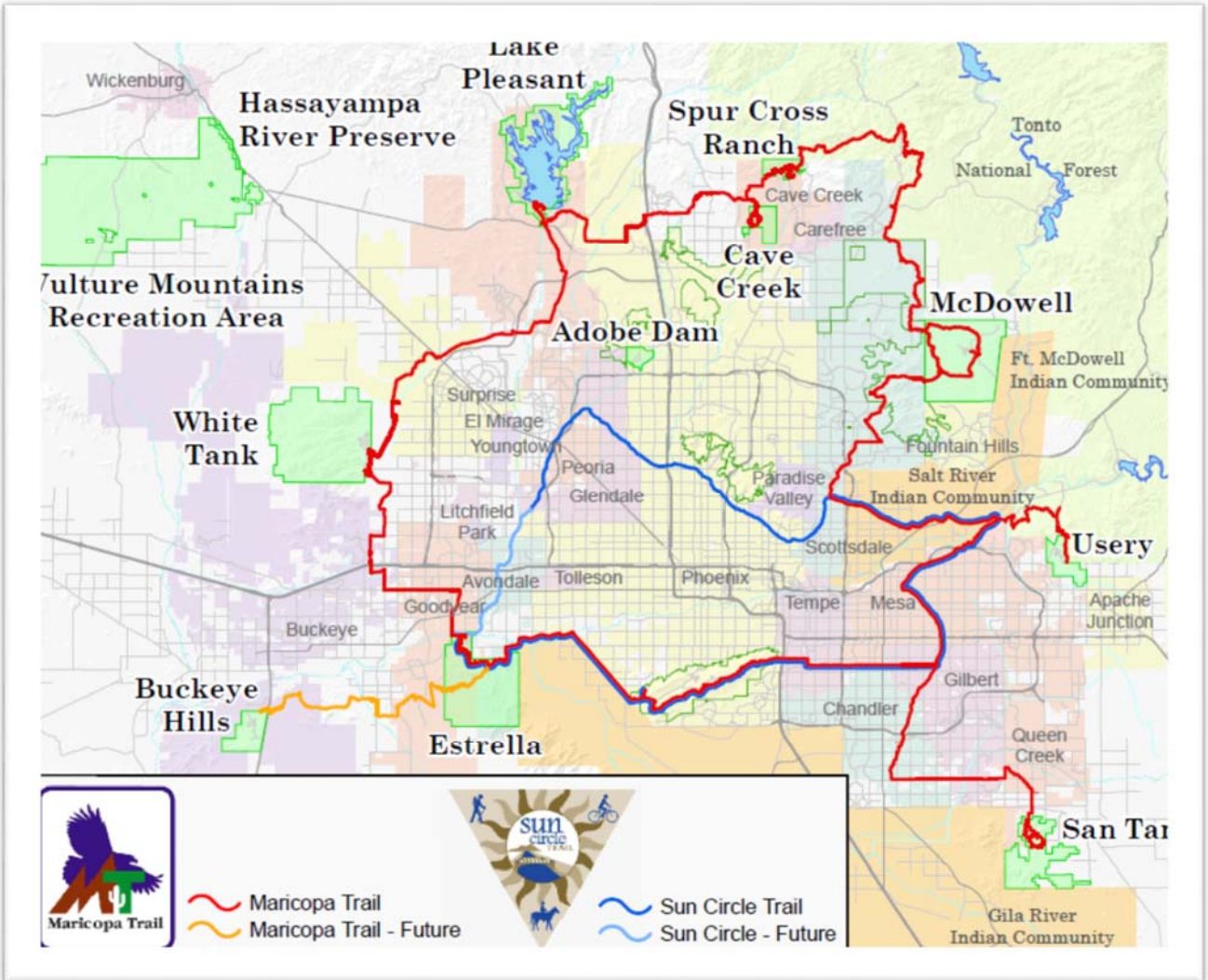
Signature Date

By: _____
Printed Name

Its: _____
Title

**Exhibit One
Maricopa County Regional Park and Maricopa Trails (“System”)**

System Map:



- | • Park Name | Phone |
|---|--------------|
| • Adobe Dam / Cave Creek Regional Park / Spur Cross: | 623-465-0431 |
| • Buckeye Hills / Estrella Mountain Regional Park: | 623-932-3811 |
| • Lake Pleasant Regional Park: | 928-501-1710 |
| • McDowell Mountain Regional Park: | 480-471-0173 |
| • San Tan Mountain Regional Park: | 480-655-5554 |
| • Userly Mountain Regional Park: | 480-984-0032 |
| • White Tank Mountain Regional Park: | 623-935-2505 |
| • Maricopa Trails: | 928-501-9200 |
| • Hassayampa River Preserve / Vulture Mountain Recreation Area: | 928-864-2772 |

Exhibit Two – Park Rules



MARICOPA COUNTY PARKS AND RECREATION PARK RULES

Adopted August 13, 2003 by the Maricopa County Board of Supervisors

Revised January 13, 2016 by the Maricopa County Board of Supervisors

R-101 DEFINITIONS

The following definitions shall determine meanings for certain facilities, objects, entities or activities.

1. "Abandoned Vehicle" means any vehicle, boat, trailer, or structure, which shows evidence of being left unattended for a period of 48 hours unless displaying an official permit indicating a stay in excess of 48 hours.
2. "Aircraft" means a structure or device for navigation of the air that is supported either by its own buoyancy or by the dynamic action of the air against its surface.
3. "Camping" means erecting a tent or shelter or arranging bedding, or both, for the purpose of, or in such a way as will permit, overnight use; or parking a trailer camper or other vehicle for the purpose of remaining overnight.
4. "Commission" means the Maricopa County Parks and Recreation Commission.
5. "County" means Maricopa County.
6. "Department" means the Maricopa County Parks and Recreation Department.
7. "Loudspeaker or public address system" means a device to amplify or direct sound.
8. "Maricopa County Park(s)" means any land or areas under the control of the Maricopa County Board of Supervisors which has been designated as a Park, Recreation Area or Conservation Area.
9. "Roads" means the entire width between the boundary lines of every way when any part thereof is open, kept or maintained for use by the public for purposes of vehicular travel.
10. "Special Use Permit" means commercial or non-commercial permits issued by the Department for activities outside a park's activity design or which excludes the general public or for which there is monetary gain.
11. "Swimming" means to propel one's self in water by natural means; consequently aquatic activities including the full or partial use of inner tubes, air mattresses or personal support devices.
12. "Designated Trail" means an authorized recreational trail designed, constructed, and maintained according to standards within the county manual; it is within Maricopa County Parks' boundaries and has been included in the Maricopa County Park trail system inventory.

R-102 SPECIAL USE PERMITS, FEES AND APPROVALS

1. Special Use Permits shall be required for eligible non-profit, government or private, as well as commercial uses.
2. For eligible non-profit uses, a Special Use Permit is required of any person or group for any activity outside each park's activity design, or for the use of specific park areas that require the exclusion of general public usage.
3. A Special Use Permit shall also be obtained in advance by any person or group wishing to use a Maricopa County Park for eligible commercial uses.
4. Park Impact Fees for Special Use Permits shall be negotiated by the Department based on the expenses related to the administration of the activity, protection of the park and visitors, and in accordance with established fee schedules when applicable.
5. The Department may require commercial applicants to enter into an agreement with the County for a negotiated percentage of gross receipts not to exceed twenty (20) percent.
6. The Department may require the permittee to post a deposit against damage and clean-up expense, provide a certificate of insurance naming the department as additionally insured, and/or provide for adequate medical, sanitary and security services.
7. A performance and payment bond may be required from any permittee who is providing a service that was solicited to provide any event or activity sponsored by the department.
8. The Department may impose conditions on the conduct of any activity, which are necessary to protect the area and maintain its availability as a public park.
9. A Special Use Permit is not required for any person operating under the provisions of a valid special use or commercial management concessions agreement with the department.
10. Special Use Permit applications, which are compatible with the management objectives of the individual park, may be refused for health and safety reasons or to protect the park from significant damages. With respect to competing non-profit uses, the use of park space shall be granted on a first-come, first-served basis. With respect to competing commercial uses, informal Proposals shall be solicited and the Special Use Permit awarded to that concessionaire which offers to provide the County with the highest potential revenue and/or best recreational value to park patrons, provided the concessionaire does not have a poor performance history on any prior permits.
11. All persons entering a park under a Special Use Permit are subject to all entrance and/or use fees, and all rules and regulations concerning park resource and facility use. The total amount of entrance fees owed by persons entering a park under a Special Use Permit, may be calculated in advance and paid in accordance with terms negotiated as part of the Special Use Permit.
12. A decision by the Department concerning any Special Use Permit may be appealed to the Commission.
13. Applications for Special Use Permits may be obtained from an authorized representative of the Department.

R-103 VIOLATIONS AND PENALTIES

1. Any person who violates any of these rules shall be guilty of a Class 2 misdemeanor.
2. Any person who violates any of these rules may also be evicted for failure to comply.

THE FOLLOWING ACTS ARE PROHIBITED IN MARICOPA COUNTY PARKS:

R-104 ENTRY, USE, OCCUPANCY, FEES

1. Entering, using, or occupying of a Maricopa County Park or its facilities, designated trails or waterways under the supervision and control of the Department for any purpose when said parks or areas are posted against such entrance, use, occupancy or where barriers exist.
2. Entering upon or using for any purpose, the land, water or facilities within the boundaries of Maricopa County Parks when a fee, rental, admission or other consideration has been established for such land, water or facilities, unless the person entering or using such land, water or facility has paid said fee, rental, admission or other consideration.

R-105 ANIMALS AND PETS

1. Riding, permitting or allowing livestock, saddle, pack, or draft animals except on designated trails or areas under special permit issued by the Department or by special provisions of a use management agreement.
2. Possessing, allowing or permitting a dog and/or other pets in a Maricopa County Park, unless the same shall be under immediate control on a leash not exceeding 6 feet in length, except the leash requirement shall not apply to dogs while being used in hunting, or in field trials, or while being trained, when upon lands open to such uses and it does not interfere with other park activities.
3. Possessing, allowing or permitting a dog in a Maricopa County Park without a current dog license.
4. Allowing dogs or other pets, other than seeing-eye or hearing guide dogs, within the confines of public park buildings.
5. Allowing dogs and/or other animals to create a nuisance, noise or disturbance in any area.
6. Failure of owners of pets to properly remove and dispose of any waste.
7. Scattering and/or depositing the ashes of any animal.

R-106 DISCHARGE OF FIREARMS, HUNTING AND TRAPPING

1. Except as provided by state law, discharging a firearm, shooting with bow and arrow, or setting traps except in locations provided for that purpose and as permitted by Arizona Game and Fish rules.

R-107 MOTOR VEHICLES AND BICYCLES

1. Operating any motorized vehicle except on roads and parking areas designated by the Department for such purpose.
2. Abandoning any vehicle in any area of a Maricopa County Park. Vehicles violating this section may be towed at the owner's expense.
3. Parking a motor vehicle or trailer or other device towed by a motor vehicle in such a manner whereby roads, parking areas or other traffic ways or traffic are blocked or otherwise impeded. Vehicles violating this section may be towed at the owner's expense if such violation constitutes blockage of any emergency lane or otherwise interferes with park operations.
4. Operating a bicycle in a careless or reckless manner, or in disregard of the safety of any person or property.
5. Utilizing bike ramps in non-designated areas.
6. Operating, without permission from the County, any motorized skateboard, motorized scooter, moped or like device.

R-108 WATERCRAFT AND SWIMMING

1. Bringing into, or operating any watercraft upon any body of water, except at such places and in such manner as designated for such use or purpose by the Department.
2. Storing or leaving any watercraft without first obtaining a permit issued by the Department or its authorized concessionaire.
3. Swimming in areas posted against such use.
4. Cliff jumping.

R-109 VANDALISM

1. Destroying, damaging, or removing any tree, shrub, wildflower, cactus, or any other vegetation, or any other vegetative product or by-products without first obtaining a written permit from the Department.
2. Destroying, damaging, defacing or removing any County property or property administered by the Department.

R-110 LITTERING

1. Depositing or abandoning garbage, sewage, refuse, trash, waste, or other obnoxious material, except in receptacles or containers provided for such purposes.
2. Throwing or breaking any glass, plastic or ceramic object leaving shards or other fragments on park property.

R-111 PUBLIC BEHAVIOR

1. Conducting one's self in a disorderly or intoxicated manner, or using threatening, abusive, or boisterous or insulting language, or conducting or participating in a disorderly assembly, or to solicit for any purpose.
2. Engaging in noisy conduct, operating generators or motors, operating radios, or otherwise making loud or disturbing noises that may disturb the peace of the area between the hours of 10:00 p.m. and 6:00 a.m.
3. Public urination or public defecation.
4. Engaging in noisy conduct that disturbs the peace.

R-112 CAMPING

1. Camping without first obtaining a written permit issued by the Department
2. Failure to obey all written or posted camping regulations.

R-113 FIRES

1. Building fires except in designated places.
2. Building fires in any area posted against such use.
3. Building wood or charcoal fires at any time posted against such activity (during fire ban).
4. Use of gas or propane stove or grills when use is prohibited (during extreme fire ban).
5. Abandoning any fire without completely extinguishing it.
6. Allowing a fire to escape from control.

R-114 PUBLIC OR COMMERCIAL ACTIVITIES

1. Conducting any activity or assembly outside the individual park's activity design or requiring the use of park areas which exclude the use by the general public without first obtaining a Special Use Permit from the Department.
2. Posting, placing, or distributing advertising material; erecting a fence or barrier (except under specific use management or lease agreements), constructing or occupying improvements; or enclosing County administered lands without first obtaining a Special Use Permit from the Department.
3. Using a loudspeaker, or public address system, or amplifier without first obtaining a Special Use Permit from the Department.
4. Using County administered lands for a commercial purpose without first obtaining a Special Use Permit or use management or lease agreement from the Department.

R-115 GLASS BOTTLES

1. Possessing glass, ceramic or hard frangible plastic beverage bottles.

R-116 AIRCRAFT AND ENGINE POWERED MODELS

1. Operating any passenger carrying aircraft of any nature or parachute, including parasailing, except in areas designated for such use by the Department or in an emergency situation.
2. Operating engine powered models and/or toys in any park area not designated for such use or in such a manner that it could be a hazard to the public.

R-117 INTERFERENCE WITH A PARK RANGER OR A PARK POLICE OFFICER

1. Interfering with any Park Ranger and/or Park Police Officer in the discharge of the Park Ranger's and/or Park Police Officer's duties.
2. Failing or refusing to obey any lawful command of any Park Ranger and/or Park Police Officer or other Certified Peace Officer.

R-118 TRAILS

1. Damaging, blocking, restricting or otherwise interfering with the use of a trail.
2. Throwing or rolling rocks or other items into valleys or canyons, down hillsides, mountainsides or trails.
3. Leaving a designated trail or walkway between trailheads.
4. Operating a bicycle, riding a horse, or hiking, except on trails designated for that use.
5. Failure to follow any sign that dictates the use or behavior on a trail.