
CONCESSIONAIRE CONTRACT - SHORT TERM (*Nonappropriated Funds*)

For use of this form, see AR 215-4, the proponent agency is ACSIM.

CONTRACT NUMBER _____

1 This contract is hereby made and entered into on _____ by and between the

_____ hereinafter called the NAFI, _____
(Date)

hereinafter called the Concessionaire. The NAFI is a nonappropriated fund instrumentality of the United States. No appropriated funds of the United States shall become due, or be paid, the Concessionaire by reason of this contract. Witnesseth, that for and in consideration of the agreements set forth and the payments to be made within

this contract, it is mutually agreed between the parties:

2. That the NAFI shall:

a. Grant the Concessionaire a concession to sell at _____

(Location) (General description of items/services)

_____ during the time period _____ to _____

inclusive.

b. Furnish sufficient quantities of space, heat, water, and electricity for the reasonable needs of the Concessionaire for lighting, heating, drinking, sanitation, and the operation of suitable support equipment.

3. That the Concessionaire will:

a. Pay to the NAFI a concession fee equal to _____ percent of the total amount of the gross receipts hereunder or a flat fee of _____. Payment will be made daily in United States currency to the NAFI manager identified by the contracting officer. The Concessionaire will use prenumbered sales slips and account for all sales by purchaser's name and purchase price of each item sold. A copy of the sales record (slips) will be furnished to the NAFI manager along with the required concession fee at the end of each day.

b. Operate the concession during the following hours:

c. Provide products or services of a quality satisfactory to the NAFI Manager.

d. Keep the concession area clean, orderly, attractive, secure, and in a safe and sanitary condition to the satisfaction of the NAFI Manager.

e. Employ only persons who meet the health standards prescribed by law or regulations which pertain to the jobs for which they are hired.

f. Furnish a sufficient number of trained employees for the efficient performance of this Concessionaire contract. Concessionaire personnel must meet the health and security standards prescribed by applicable regulations. Concessionaire personnel must give prompt and courteous treatment to authorized customers. Concessionaire personnel must be neatly dressed and meticulous in their personal grooming at all times.

g. Remove from employment in the concession, on the request of the NAFI, any agent, or employee of the concession, on the request of the Contracting Officer, any agent, or employee of the Concessionaire if, in the opinion on the Contracting Officer the conduct of such person, interferes with proper performance of this contract.

h. Obtain, at its own expense, any passes or permits, when required, for entrance onto the military installation.

i. Comply with all applicable laws and Army regulations including those pertaining to wages, workers' compensation, equal opportunity, and the Service Contract Act.

- j. Indemnify, save harmless, and defend the NAFI, its successors in interest and the U.S. Government from and against any and all claims, demands, actions, debts, liabilities, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to the property of and injuries to or death of any and all persons whatsoever, in any manner caused or contributed to by the Concessionaire, its agents, or employees while in, upon, or about the military installation where the concession is located, or while going to or departing from the same; and to indemnify and save harmless the NAFI, its successors in interest and the U.S. Government from any liability the NAFI or U.S. Government may suffer as the result of acts of negligence, fraud, or misconduct of any of Concessionaire's agents or employees on or about the military installation.
- k. Release the U.S. Government and the NAFI from any and all liability for loss or damage to property and merchandise used by the Concessionaire in the operation of the concession due to theft, fire, storm, flood, and damage or destruction through any force of nature or otherwise.
- l. Not represent in any manner, expressly or by implication, that products offered for sale are approved or endorsed by any element of the U.S. Government or any NAFI Instrumentality. Any advertisement by the Concessionaire which refers to a military resale activity will contain a statement that the advertisement was neither paid for nor the product sponsored, in whole or in part, by the particular activity.
- m. Not give or offer to any officer or employee and/or their family members of the NAFI, or any other part of the U.S. Government, any gift, privilege, special benefit, discount, or anything else of a material or personal nature.
- n. TAXES:
 - (1). The Concessionaire will comply with all state, municipal, and Federal laws, rules, ordinance, and regulations, and any regulations promulgated by the military relating to public health or applicable to the business carried on under this agreement; assume complete and sole liability for all Federal, state, and local taxes applicable to the licensing, property, income and transactions of the concessionaire, and where required by applicable laws and regulations, will collect and remit to the State applicable sales taxes. Sales taxes which have been collected in the manner required by the clause titled "Prices" will be excluded from the computation of gross receipts in the determination of the fee payable to the NAFI. The amount of taxes so excluded will not exceed the actual sum payable to the State. Where required by State law or regulation, the Concessionaire will obtain and conspicuously display the State sales tax.
 - (2). The Concessionaire warrants that the amount payable to the NAFI has not been reduced by the amount of any tax or duty from which the Concessionaire is exempt. If such tax or duty has been included in the pricing or consideration through error or otherwise, the concession fee shall be correspondingly adjusted. If for any reason after the contract date, the contract pricing or other consideration changes, the concession fee shall be correspondingly adjusted.
- o. Keep complete and accurate records of all transactions and ensure that all sales are rung up in full view of the customer.

4. PRICES.

- a. The concessionaire will post in a conspicuous place a complete price list of all goods or services available.
- b. Where a State law imposes a sales tax on the sale of the item or service by the Concessionaire to an authorized customer, the sales tax will be stated separately from the sales price, added to the price in the price schedule and collected from the customer.

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5. The Concessionaire will not:
- a. Represent or permit itself to be represented to the public as an agent or employee of the NAFI or the U.S. Governemnt by the use of the name of the NAFI or the U.S. Government on letters, bills, signs, or by any other means. The concessionaire, its agents and employees are in no sense agents of the United States or the NAFI.
 - b. Sell or remove any NAFI or Government-owned property.
 - c. Engage in or permit gambling or possession or use of any gambling device on the concession premises or elsewhere on the installation.
 - d. Buy, sell, possess, or transfer any form of intoxicating liquors, illegal drugs, or other contraband on the concession premises or elsewhere on the installation.
 - e. Sell merchandise or services for anything other than United States currency, unless authorized in writing by the Contracting Officer.
 - f. Sell merchandise or services on credit.
6. NAFI PROPERTY. The Concessionaire and the NAFI Manager will jointly conduct a physical inventory of NAFI or Government-owned equipment or property at the time the concessionaire occupies the premise and at the end of contract
7. CONTRACTUAL CONTENTS. This concessionaire contract consists of the following:
- a. Concessionaire contract terms and conditions, pages _____ through _____ .
 - b. DA Form 4074-R, *(Contract Clauses) (Nonappropriated Fund Supply and Service Contracts)*, pages _____ through _____ .
8. We the undersigned, have read, understand, and agree to the above terms and conditions.

FOR THE NAFI	FOR THE VENDOR
_____ <i>(Signature of Contracting Officer)</i>	_____ <i>(Signature of Vendor)</i>
_____ <i>(Type or Print Name)</i>	_____ <i>(Type or Print Name)</i>
_____ <i>(Address)</i>	_____ <i>(Address)</i>
_____ <i>(Phone No.)</i>	_____ <i>(Phone No.)</i>
_____ <i>(Date Signed)</i>	_____ <i>(Date Signed)</i>