

CONCESSIONAIRE PERMIT APPLICATION

Complete each item below and submit this form with additional documents as requested.

SECTION 1: PROPOSAL DESCRIPTION	
Proposal Name:	
Location (LCRA Property):	
Proposal concept. <i>Detailed concept description should include:</i> - Estimated visitation - Identified amenity need? - Revenue generation and fees - Operation schedule - Marketing/Promotional plan - How this supports <u>LCRA's mission</u>	
<i>Describe how business operations may impact the following:</i>	
Traffic/Parking:	
Water safety:	
Park visitor safety:	
Utilities:	
Other:	

SECTION 2: COMPANY INFORMATION	
Business Name:	
Federal Tax ID:	
Address:	
Company Website:	
Contact Name and Title:	
Contact Phone:	
Contact Email:	
Name/title of individual authorized to complete contract:	
General Performance	
Number of years in business:	
In the past three years has your company been cited for code or other regulatory violations? If yes, please explain.	
Please describe your experience with operations.	
Do you have experience with permitting in the applicable city/county for proposal?	
Please list any additional information that you feel will help LCRA determine your company's qualifications and expertise.	

SECTION 3: FEES AND REPORTING	
What would you anticipate your gross revenue to be in the first 3 months of operation?	
What would you anticipate your gross revenue to be in the first year?	
Please explain proposed revenue share for LCRA.	
Please type yes/no for whether you are able to provide each of the following to LCRA by the 10 th of each month:	
Report monthly revenue by line item:	
Report taxes paid:	
Report users/visitors served:	
SECTION 4: PROPOSAL SUBMISSION	
Indicate if you have included the following with your submission:	
	Completed Concessionaire Application
	Examples of services and pricing structure
	Proposed Revenue share with LCRA
	Pictures of the equipment and operation center you propose for this location
<p>Type YES in the first blank below to indicate in conjunction with the concession application, the undersigned offeror declares:</p> <p><i>(a) the signatory has the authority to bind the company to the formal legal offer;</i></p> <p><i>(b) through its authorized personnel, it has personally examined the location of the proposed work and has determined the amount and character of the proposed work and the supervision, labor, tools, material, as identified, and equipment necessary to complete the same in compliance with the specification and permit documents (if applicable);</i></p> <p><i>(c) prior to the submission of this proposal, and prior to the award of any permit resulting from this proposal, neither the offeror, nor any of its subcontractors, nor their agents, nor employees have or will (1) offer or give gratuities to an LCRA employ or affiliate (2) pay a kickback to obtain favorable treatment in connection with an LCRA permit (3) "buy-in" to obtain a permit with LCRA (4) participate in practices which unlawfully eliminate competition or restrain trade such as collusive bidding or negotiating, follow the leader pricing, rotation of low bids, collusive price estimating or sharing of business with other offerors and (5) commit bribery to obtain favorable treatment by LCRA or any affiliates;</i></p> <p><i>(d) either (1) no delinquent corporate franchise taxes are owed the State of Texas under Chapter 171, Tax Code or (2) the offeror is not subject to the corporate franchise tax in Texas and</i></p> <p><i>(e) it has never been debarred or suspended from doing business with the federal government.</i></p>	
SIGN to indicate you understand all questions as stated above and have answered them truthfully to the best of your knowledge.	Yes:
	Printed name:
	Signature:
	Date:

EXHIBIT A

CONFIDENTIALITY AGREEMENT

This confidentiality agreement ("Agreement") is between the Lower Colorado River Authority (hereinafter, "LCRA") and _____ (hereinafter, the "Receiving Party"). Collectively, the LCRA and the Receiving Party may be referred to as the "Parties" and separately as a "Party." This Agreement shall take effect on the date of the last signature below ("Effective Date").

It is understood and agreed that information shared by LCRA under this Agreement is provided in connection with the negotiation and possible execution and performance of a separate contract between the Parties resulting from an Unsolicited Proposal.

In consideration of the negotiation and possible execution and performance of the separate contract between the Parties, which would not take place in the absence of this Agreement, the Parties agree as follows:

- A. This Agreement shall remain in effect for the same period as the separate contract between the Parties (Contract # _____).
- B. The term "Protected Information" means all information (including without limitation all maps, legal opinions, memoranda, notes, analyses, returns, work papers, documents, data, reports, interpretations, financial statements, forecasts, records and other materials), whether in verbal, visual, written, electronic or other form, that is made available by LCRA to the Receiving Party, together, in each case, with all notes, memoranda, summaries, analyses, studies, compilations and other information relating thereto or based in whole or in part thereon, prepared by the Receiving Party or others.

Protected Information does not include:

- i. Information already in the possession of the Receiving Party prior to the Effective Date and which was not acquired or obtained from LCRA, provided that such information is not, to the Receiving Parties' knowledge, subject to another confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, LCRA;
 - ii. Information obtained by the Receiving Party from a source other than LCRA who, insofar as is known to the Receiving Party, is not prohibited from transmitting the information to the Receiving Party by a contractual, legal, or fiduciary obligation;
 - iii. Information generally available to the public other than as a result of a disclosure by the Receiving Party in violation of the provisions of this Agreement;
 - iv. Information developed by the Receiving Party completely independent of any information disclosed by LCRA; or
 - v. Information that is ascertainable from a commercially available product.
- C. Receiving Party agrees (i) to hold the Protected Information in strict confidence and to take all reasonable precautions to protect the Protected Information (including, without limitation, all precautions the Receiving Party employs with respect to its most confidential materials), (ii) not to divulge the Protected Information to any third parties (except as authorized herein), and (iii) not to make any use whatsoever at any time of the Protected Information except in connection with the negotiation and possible execution and performance of the separate contract between the Parties.
- D. Without the prior written consent of LCRA, the Receiving Party shall not disclose:
 - i. The fact that Protected Information has been made available to the Receiving Party;
 - ii. The fact that any solicitation, discussions, or negotiations are taking, have taken or will take place regarding a possible transaction between the Parties;
 - iii. That this Agreement exists or the terms hereof;
 - iv. Any of the terms, conditions, status of discussions, or any other facts regarding a possible transaction between the Parties; or

- v. If the separate contract is ultimately entered into between the Parties, the existence of the separate contract, or any of the terms, conditions, status, or any other facts regarding the separate contract.
- E. Receiving Party may disclose the Protected Information to its respective officers, directors, employees and attorneys (“Representatives”) working in connection with the purpose for which the Protected Information is disclosed, but only to the extent necessary to carry out that purpose and subject to all requirements of confidentiality set forth in this Agreement. Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives.
- F. It is expressly understood by the Parties that LCRA is subject to Chapter 552 of the Texas Government Code (“Public Information Act” or “PIA”). Release of Protected Information to the Receiving Party for the limited purposes authorized herein is not to be construed as a waiver of any exceptions to the PIA’s disclosure requirements that may apply to the Protected Information. If the Receiving Party receives a request for Protected Information (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, requests made under the PIA, civil investigative demand or other similar process) it shall promptly, but in any event within no more than three (3) calendar days, notify and provide LCRA a copy of the request. LCRA shall bear the responsibility and expense for asserting its objections and exceptions to disclosure of Protected Information. The Receiving Party shall reasonably cooperate with LCRA in the assertion and presentation of appropriate exceptions or objections to release and shall bear sole responsibility and expense for asserting its own confidentiality interests, if any, in the Protected Information. If requested by LCRA, the Receiving Party shall actively pursue (at LCRA’s expense) the appropriate exceptions or objections and endeavor to provide LCRA the opportunity to intervene to prevent the release or disclosure of Protected Information in accordance with applicable law.
- G. In the event the Receiving Party is directed or ordered by the Texas Attorney General, a court of competent jurisdiction, or by an international, national, state or local governmental or regulatory body to release any Protected Information, the Receiving Party shall notify LCRA within three (3) calendar days of such direction or order. If either Party decides to pursue appeals or other legal remedies, the Parties shall cooperate to the fullest extent possible in such proceedings until all appeals or other legal remedies to protect such Protected Information are exhausted or the Party that decided to pursue an appeal or other legal remedy decides to cease that pursuit. In pursuing such appeals and/or other legal remedies, the Party deciding to pursue the appeal or other legal remedy shall bear the responsibility and expense of preparing pleadings, arguments, and other documentation and support necessary to the assertion of its position.
- H. No copies will be made of any Protected Information provided by LCRA without LCRA’s written consent, which will not be unreasonably withheld. The Receiving Party shall keep a record of all copies made of Protected Information and all individuals or entities provided such copies in accordance with the terms herein, and such record shall be available for review by LCRA upon request during the Receiving Party’s normal business hours.
- I. After completion of (i) unsuccessful negotiations in connection with which the Protected Information was disclosed to the Receiving Party, (ii) the specific contract in connection with which the Protected Information was disclosed to the Receiving Party, or (iii) upon written request by LCRA, all copies of the Protected Information shall be returned to LCRA immediately, or immediately destroyed by the Receiving Party, said destruction being certified in writing to LCRA by an authorized representative of the Receiving Party. Notwithstanding these or any other data retention, destruction, or return provisions elsewhere in this Agreement, information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course and the Custodial Party may retain one copy of the Protected Information for the purpose of defending against any claims arising in connection with this Agreement. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files, and metadata that can customarily only be retrieved by computer forensic experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the return or destruction of information as contemplated by this section. Such archival copies or latent data are subject to the obligations set forth in this Agreement for so long as such copies exist. Under no circumstances shall Protected Information be considered the records of the Receiving Party.

- J. After completion of (i) unsuccessful negotiations in connection with which the Protected Information was disclosed to the Receiving Party, (ii) the specific contract in connection with which the Protected Information was disclosed to the Receiving Party, or (iii) upon written request by LCRA, all copies of the Protected Information shall be returned to LCRA immediately, or immediately destroyed by the Receiving Party, said destruction being certified in writing to LCRA by an authorized representative of the Receiving Party. Notwithstanding these or any other data retention, destruction, or return provisions elsewhere in this Agreement, information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course and the Custodial Party may retain one copy of the Protected Information for the purpose of defending against any claims arising in connection with this Agreement. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files, and metadata that can customarily only be retrieved by computer forensic experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the return or destruction of information as contemplated by this section. Such archival copies or latent data are subject to the obligations set forth in this Agreement for so long as such copies exist. Under no circumstances shall Protected Information be considered the records of the Receiving Party.
- K. This Agreement does not grant or license any rights to information under any patent, copyright or other intellectual property right of LCRA, nor shall this Agreement grant the Receiving Party any rights in or to LCRA's Protected Information.
- L. The Receiving Party shall provide LCRA with a final copy of all reports, analysis, and conclusions made from the use of Protected Information provided to the Receiving Party.
- M. Each Party acknowledges and agrees that, unless and until a final definitive agreement regarding a proposed transaction has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever with respect to that transaction by virtue of this Agreement except for the matters specifically set forth herein.
- N. This Agreement constitutes the entire agreement and understanding of the Parties regarding the subject matter of this Agreement and shall be binding and inure to the benefit of the successors and assigns of the Parties; provided, however, that a Party may not assign all or any part of this Agreement without the written consent of the other Party. Money damages would not be a sufficient remedy for any breach of this Agreement by a Party or its Representatives, and a non-breaching Party shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed the exclusive relief as remedies for any such breach. This Agreement shall be governed and construed in accordance with the laws of the state of Texas without regard to its conflict of laws principles. Venue for any dispute arising out of this Agreement is proper only in Travis County, Texas.

Any alteration, modification, or waiver of this Agreement, or any portion thereof, must be agreed upon in writing and executed by the authorized representatives of both Parties. If any provision of this Agreement is held by a governmental agency or court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Signed and executed by authorized representatives of the Parties:

LOWER COLORADO RIVER AUTHORITY

RECEIVING PARTY

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____