

ADVENTURE PARK OPERATING AGREEMENT

THIS ADVENTURE PARK OPERATING AGREEMENT ("Agreement") is made at Rocklin, California as of March 12, 2019, by and between the City of Rocklin, a municipal corporation ("CITY") and ADVENTURE OPERATIONS LLC, a Colorado limited liability company registered to transact business in California (hereinafter "ADVENTURE OPERATIONS") who agree as follows:

A. WHEREAS, CITY owns real and personal property known as the Quarry Park and an adventure park known as Quarry Park Adventures with aerial adventure elements and a kids adventure zone, as shown in Exhibit B, incorporated herewith by reference (the "Adventure Park"); and

B. WHEREAS, ADVENTURE OPERATIONS has considerable expertise in the maintenance, operation, management, supervision and direction of properties, including adventure parks; and

C. WHEREAS, ADVENTURE OPERATIONS is interested in operating the Adventure Park for CITY; and

D. WHEREAS, CITY and ADVENTURE OPERATIONS desire to enter into an Agreement for the operation of the Adventure Park;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning set forth in Exhibit A, incorporated herewith by reference.

2. **ADVENTURE PARK AND USE OF ADVENTURE PARK**

2.1 Appointment. During the term of this Agreement: (i) CITY (1) authorizes ADVENTURE OPERATIONS to access the Adventure Park, and (2) engages and appoints ADVENTURE OPERATIONS as the manager of the Adventure Park, with the requirements, restrictions, responsibilities and obligations, and on the terms and conditions, set forth in this Agreement; and (ii) ADVENTURE OPERATIONS, by its execution of this Agreement, does hereby accept such appointment.

2.2 ADVENTURE OPERATIONS Representative. ADVENTURE OPERATIONS shall at all times designate an AO Representative for the Adventure Park, and shall immediately replace any named AO Representative who is no longer employed by ADVENTURE OPERATIONS. ADVENTURE OPERATIONS may change the identity of the AO Representative at any time by written notice of the change of the identity of the AO Representative to CITY. Without limiting the obligations of ADVENTURE OPERATIONS otherwise set out in this Agreement, the AO Representative shall coordinate the functions and services of ADVENTURE

OPERATIONS hereunder and shall perform certain ADVENTURE OPERATIONS functions and services required to be performed by ADVENTURE OPERATIONS hereunder. The AO Representative shall be an agent of ADVENTURE OPERATIONS. Notwithstanding the foregoing, all obligations of the AO Representative hereunder shall be obligations of ADVENTURE OPERATIONS hereunder.

2.3 Use of the Adventure Park.

(a) ADVENTURE OPERATIONS agrees to use the Adventure Park solely to manage, operate and maintain the Adventure Park as a recreational facility. ADVENTURE OPERATIONS' use of the Adventure Park shall not adversely affect the public's use and enjoyment of the Quarry Park. The Adventure Park shall not be used for any purpose other than those permitted by this Agreement. ADVENTURE OPERATIONS shall not use or

(b) permit the Adventure Park to be used in whole or in part during the term of this Agreement for any purpose other than as herein set forth without the prior written consent of CITY.

(c) ADVENTURE OPERATIONS may adopt reasonable rules and regulations for the public's use and enjoyment of the Adventure Park. ADVENTURE OPERATIONS shall consult with CITY on any such rules and regulations, and the rules and regulations shall be in compliance applicable Laws and the terms of this Agreement.

2.4 CITY's Right of Access. CITY and its representatives shall have the right to inspect the Adventure Park at any time. CITY's inspections shall be performed in a manner to avoid interference with Adventure Park operations, to the extent feasible. ADVENTURE OPERATIONS shall ensure emergency personnel have keys/access to all areas of the Adventure Park.

3. **TERM.** Unless earlier terminated as expressly provided herein, the term of this Agreement shall be from the date of execution up to and including December 31, 2022.

4. **OPERATION OF QUARRY PARK ADVENTURES**

4.1 Starting on the Commencement Date and during the term of this Agreement, ADVENTURE OPERATIONS shall (i) manage, operate and maintain the Adventure Park, and (ii) ensure the Adventure Park is operational, in accordance with the terms and requirements of this Agreement.

4.2 Operating Days and Hours

(a) ADVENTURE OPERATIONS shall operate the Adventure Park for public use year-round, seven days per week, with the exception of Christmas Day, New Year's Day and Thanksgiving Day.

(b) Operating Hours:

- (i) From November 1st through the month of February: 8 a.m. to 4 p.m.;
- (ii) From March 1st through May 31st: 8 a.m. to 5 p.m.; and
- (iii) From June 1st through October 31st: 8 a.m. – 6 p.m.

(c) Exceptions: The Adventure Park may be closed due to inclement weather such as persistent rain, severe winds, extreme heat, or other hazardous conditions or emergency situations that could reasonably be perceived to endanger the health and welfare of Adventure Park staff and patrons.

(d) ADVENTURE OPERATIONS may adjust operating hours from time to time after review and consultation with the CITY Manager.

(e) Hours of operation shall conform to the current Conditional Use Permit, which requires Adventure Park closure by 10 p.m., with activities to wind down starting at 9 p.m.

4.3 Quarry Park Adventures Admission:

(a) Initial ticket prices for the Adventure Park will be as set forth in Exhibit C, incorporated herewith by reference.

(i) Ticket pricing may be changed from time to time by ADVENTURE OPERATIONS after review and consultation with the CITY Manager.

(b) ADVENTURE OPERATIONS shall honor season passes, tickets, gift cards and the like, issued by the prior Quarry Park Adventures operator (or its agents, or assigns) through December 31, 2019. If the volume of such ticket redemptions exceeds the reasonable expectation of the parties, the parties shall meet and confer to determine an acceptable solution.

(c) ADVENTURE OPERATIONS shall provide Placer Valley Tourism 50 tickets annually at no cost, to satisfy CITY's obligations under the Grant Agreement with Placer Valley Tourism dated October 10, 2017, a true and correct copy of which has been provided to ADVENTURE OPERATIONS.

(d) Non-discrimination and Access.

(i) ADVENTURE OPERATIONS its employees, or agents shall not discriminate because of race, color, ancestry, national origin, religion, creed, age (over 40), disability (mental and physical), sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual

orientation, gender identity, gender expression, medical condition, genetic information, marital status, military or veteran status, against any person by refusing to furnish any such person any accommodation, facility, service or privilege offered to or enjoyed by the general public.

(ii) ADVENTURE OPERATIONS shall provide disabled persons' access to the Adventure Park as required by applicable Law. ADVENTURE OPERATIONS shall ensure that visitors with disabilities will have access to all of the services provided through the recreational facility operation in accordance with the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, California Government Code Sections 4450 et. seq. and 7250, and any other applicable Law now in effect or coming into effect anytime hereafter, provided that, to the extent applicable Law requires alterations to the Adventure Park, such alterations shall be at the sole expense of the CITY.

(iii) ADVENTURE OPERATIONS may refuse to allow guest participation at the Adventure Park, for good cause, and not in violation of any policies or procedures of CITY ("CITY Rules"), which shall be made available to ADVENTURE OPERATIONS, any Law, or the terms of this Agreement. If access is denied, ADVENTURE OPERATIONS will notify CITY within 24 hours.

(e) Waiver and Release. ADVENTURE OPERATIONS shall utilize a waiver and release of liability form for all uses of the Adventure Park and such waiver/release shall include language to the maximum extent of the Law and acceptable to CITY which waives all claims against ADVENTURE OPERATIONS, CITY, and their respective officers, agents, officials, employees, volunteers and insurers and in which the user agrees to indemnify, defend and hold ADVENTURE OPERATIONS and the CITY and others listed above harmless.

4.4 Quality of Operations

(a) ADVENTURE OPERATIONS shall perform all of the duties normally associated with sound, safe, efficient operation of an adventure park with aerial adventure elements and a kids adventure zone, and shall operate the Adventure Park in the manner that is customary and usual to such an operation and consistent with generally accepted professional procedures and standards, including but not limited to the following:

(i) ADVENTURE OPERATIONS shall operate the Adventure Park in a safe and efficient manner.

(ii) ADVENTURE OPERATIONS shall maintain a written safety program and provide its employees with training designed to reduce the risk of injury to employees or guests, including how to respond in the event of an emergency. The training program shall, as applicable, involve CITY's emergency responders.

(iii) ADVENTURE OPERATIONS shall operate the Adventure Park in a manner that is in compliance with all applicable Laws and CITY Rules.

(iv) ADVENTURE OPERATIONS shall use its best efforts to ensure its employees, contractors and agents ("AO Personnel") working at the Adventure Park are neat and clean in appearance, wear appropriate Adventure Park apparel, be courteous and exhibit good customer service.

(v) ADVENTURE OPERATIONS will maintain trained and competent AO Personnel at the Adventure Park, in accordance with the Association for Challenge Course Technology (ACCT) training standards, and any other generally applicable industry standards for staffing.

(vi) ADVENTURE OPERATIONS will retain all records of certifications required for AO Personnel, safety inspections, and inspections by agencies, and safety training. Such records will be maintained for 5 years and will be provided to CITY, upon request.

(vii) ADVENTURE OPERATIONS shall monitor whether or not the Adventure Park is in compliance with all Adventure Park Obligations.

(viii) ADVENTURE OPERATIONS shall conduct inspections of Adventure Park equipment and activities in the Adventure Park as required by Law and in accordance with generally accepted industry standards, and will comply with the inspections recommended by the manufacturer of the respective equipment or as reasonably expected in accordance with generally accepted industry standards.

(ix) In no event shall the scope or quality of the services provided by ADVENTURE OPERATIONS be less than those generally performed by professional managers of similar properties in the industry.

(b) ADVENTURE OPERATIONS shall make available to CITY the full benefit of the judgement, experience and advice of members of ADVENTURE OPERATIONS organization regarding the management, operation, and maintenance of the Adventure Park.

(c) ADVENTURE OPERATIONS will draft and/or update policies and procedures for the safe operation of the Adventure Park prior to re-opening the Adventure Park to the public, and at reasonable times thereafter, to ensure compliance with applicable Law. ADVENTURE OPERATIONS shall provide copies of such policies and procedures, and all updates thereto, to CITY. ADVENTURE OPERATIONS is responsible for updating and keeping the policies and procedures current during the term of this Agreement.

(d) ADVENTURE OPERATIONS shall ensure that there are appropriate safety, emergency and fire response systems in place, including

equipment and personnel, necessary to protect persons and property at the Adventure Park.

(e) ADVENTURE OPERATIONS shall operate the Adventure Park in accordance with the existing Conditional Use Permit, a copy thereof has been provided to ADVENTURE OPERATIONS.

(f) ADVENTURE OPERATIONS shall not create nor suffer to be created, any nuisance in around or about the Adventure Park as defined by the Rocklin Municipal Code or California law, and shall not commit or cause any waste of or to the Adventure Park.

(g) ADVENTURE OPERATIONS shall use its best efforts to operate the Adventure Park in a manner that is compatible with the interests of CITY, the surrounding community and the patrons of the Adventure Park, consistent with this Agreement.

(h) ADVENTURE OPERATIONS shall cooperate with and assist CITY with interaction with federal, state and local agencies in all matters relating to the operation of the Adventure Park.

(i) ADVENTURE OPERATIONS shall be available for communication with CITY, including without limitation attending periodic meetings with CITY at times and locations designated by CITY.

(j) ADVENTURE OPERATIONS shall keep CITY advised of items that affect the Adventure Park in any significant manner.

(k) ADVENTURE OPERATIONS shall provide to CITY written documentation of all accidents that take place at the Adventure Park within 24 hours of their occurrence.

(l) CITY may conduct a scheduled survey of the Adventure Park operation at least once per month, and may conduct unscheduled surveys up to four (4) times per month. To ensure direct communication between the Parties, CITY shall be accompanied by an ADVENTURE OPERATIONS representative when conducting all surveys.

(i) A rating scale of 1 to 5 will be established for all areas or items to be surveyed or inspected, with 1 being unacceptable and 5 being excellent. Should the rating for any area or item not achieve a 2.5 or better rating, ADVENTURE OPERATIONS will, within forty-eight (48) hours of the survey by CITY resolve the deficiency, or if the deficiency cannot be resolved within forty-eight (48) hours, submit a plan within forty-eight (48) hours that includes a reasonable timeline to resolve the deficiency. The timeline is subject to CITY approval. In no event, however, shall the resolution of such deficiency take more than five (5) Business Days to complete unless otherwise agreed to in writing by CITY. The

Survey Form to be utilized by the CITY is attached hereto as Exhibit G and incorporated herewith by reference. The Survey Form may be modified from time to time by the CITY, after discussing the modifications with ADVENTURE OPERATIONS.

(ii) Should ADVENTURE OPERATIONS not resolve the deficiency within forty-eight (48) hours of the CITY's survey, or within forty-eight (48) hours of the CITY's survey, fail to submit a plan to resolve the deficiency within five (5) Business Days, CITY shall have the right upon written notice to ADVENTURE OPERATIONS, to correct the deficiency at its cost. ADVENTURE OPERATIONS shall reimburse CITY for any and all costs incurred in correcting the deficiency, within thirty (30) calendar days of receiving a bill from CITY, provided that such costs are part of ADVENTURE OPERATIONS' Routine Maintenance obligations.

4.5 Service Contracts. Consistent with the Operating Budgets, ADVENTURE OPERATIONS shall arrange for all services necessary for the operation of the Adventure Park, including, but not limited to, services related to telephone, telecommunications, and trash removal. Unless otherwise agreed in writing by CITY, all service contracts shall: (i) be in the name of ADVENTURE OPERATIONS (as agent for CITY); (ii) be freely assignable to CITY or CITY's nominee; (iii) include a provision for cancellation thereof without payment of a fee or penalty by CITY or ADVENTURE OPERATIONS on not more than 30 calendar days' prior written notice or on sale of the Adventure Park; (iv) require the service provider to work in harmony with all employees, contractors and laborers engaged by CITY or ADVENTURE OPERATIONS in connection with the Adventure Park; and (v) require that all contractors and subcontractors provide evidence of sufficient insurance in accordance with Section 11.4(f) hereof. If this Agreement is terminated under Section 14 hereof, ADVENTURE OPERATIONS shall, at CITY's option, assign to CITY or CITY's nominee all service contracts pertaining to the Adventure Park, provided such service contracts comply with this subsection.

4.6 Personnel.

(a) ADVENTURE OPERATIONS shall have in its employ at all times a sufficient number of capable employees to enable it to properly, adequately, safely and economically manage, operate, maintain and account for the Adventure Park. All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees, including, but not limited to, the immigration status of each employee, are the responsibility of ADVENTURE OPERATIONS, which is in all respects the employer of such employees. Except for third-party vendor(s) providing services under a service contract(s) as provided for in Section 4.5 hereof, all personnel responsible for providing services under the terms of this Agreement shall be direct employees or independent contractors of ADVENTURE OPERATIONS or Affiliates of ADVENTURE OPERATIONS, and ADVENTURE OPERATIONS shall, for purposes of such employment relationship, be acting as an independent contractor and not as an agent or employee of CITY.

(b) ADVENTURE OPERATIONS shall fully comply with all Laws having to do with ADVENTURE OPERATIONS' employees, including, but not limited to, those regarding antidiscrimination, workers' compensation, employer's liability insurance, immigration, social security, unemployment insurance, hours of labor, wages, working conditions and all other employer-employee related subjects (including, without limitation, tax withholding and information reporting requirements), and ADVENTURE OPERATIONS shall not do any act, nor permit any act to be done that would constitute a violation of any of such Laws. ADVENTURE OPERATIONS represents that it is and will continue to be an equal opportunity employer and shall advertise as such, and that ADVENTURE OPERATIONS shall not engage in any form of discrimination in the employment or hiring as independent contractors, of any personnel, including, without limitation, discrimination as to race, color, creed, religion, age, gender, marital status, sexual preference, national origin or physical disability. ADVENTURE OPERATIONS shall indemnify and hold CITY harmless from and against any Loss of whatsoever kind and nature which may be asserted by any governmental entity or person by reason of any act or failure to act by ADVENTURE OPERATIONS in accordance with or in violation of any said Laws, if such act or failure to act is not caused or directed by CITY. All employment arrangements are solely ADVENTURE OPERATIONS' concern and CITY shall have no liability with respect thereto.

4.7 Concessions

(a) ADVENTURE OPERATIONS may offer merchandise, pre-packaged snacks and non-alcoholic beverages at the Adventure Park, which, for clarity shall be treated as Adventure Park income.

CITY reserves the right to offer all other food and beverage service at or near the Adventure Park.

4.8 Equipment

(a) CITY will provide ADVENTURE OPERATIONS with the materials and equipment identified in Exhibit D, incorporated herewith by reference, for use in operating the Adventure Park, which shall remain the sole and exclusive property of CITY.

(b) At the termination of this Agreement, ADVENTURE OPERATIONS shall return the equipment identified in Exhibit D to CITY, in the same condition as when it was received by ADVENTURE OPERATIONS, with the exception of ordinary wear and tear.

(c) ADVENTURE OPERATIONS shall provide such other equipment as necessary to operate the Adventure Park, provided that the cost for equipment shall be paid for through the Operating Budget, and the purchase of the equipment shall be consistent with the provisions of Sections 8.2 and 8.3. At the termination of

this Agreement, ADVENTURE OPERATIONS shall transfer the equipment to the CITY in good working condition.

4.9 Life-Safety. ADVENTURE OPERATIONS shall prepare for CITY's review, a life-safety plan for the Adventure Park complying with all applicable Laws, to be used in the event of fire or other casualty at the Adventure Park. ADVENTURE OPERATIONS shall institute the plan by advising all AO Personnel of such plan and having such AO Personnel coordinate and train with public safety personnel, and practice drills may be required to fully familiarize themselves with the plan as same may be modified from time to time, so as to comply with CITY's requirements or any applicable Laws.

5. MAINTENANCE, REPAIR, INSPECTION, SECURITY AND UTILITIES

5.1 Maintenance/Repair.

(a) ADVENTURE OPERATIONS' obligations:

(i) ADVENTURE OPERATIONS shall secure or provide Routine Maintenance of the Adventure Park improvements, to keep them in good operating condition and in good repair (damage by casualty excepted) throughout their useful life and in accordance with applicable Laws, the standards specified in this Agreement and otherwise reasonably directed by CITY, including, such repair and maintenance of mechanical systems and equipment and such other repair or maintenance as may be reasonably necessary or advisable.

(ii) ADVENTURE OPERATIONS shall provide Routine Maintenance of Adventure Park, which shall include the work required to keep the Adventure Park in a safe and sanitary condition in accordance with industry standards and free of trash, garbage, or obstructions of any kind.

(iii) ADVENTURE OPERATIONS shall keep and maintain the Adventure Park in accordance with the January 2014 Cal OSHA Guidance Letter and any other applicable State of California Laws for operation of the Adventure Park.

(iv) During the term of this Agreement it shall be ADVENTURE OPERATIONS' responsibility to ensure that the Adventure Park is maintained to the reasonable satisfaction of CITY consistent with the obligations set forth herein. All operation and maintenance shall be in accordance with all applicable Laws, and generally accepted industry standards pertaining to such work.

(v) Should ADVENTURE OPERATIONS neglect, or refuse to undertake and complete any Routine Maintenance, CITY shall have the right to perform such maintenance or repairs for ADVENTURE OPERATIONS. In this event, ADVENTURE OPERATIONS shall promptly reimburse CITY for the cost thereof;

provided, however, that CITY shall first give ADVENTURE OPERATIONS 5 Business Days' written notice of its intention to perform such maintenance or repairs.

(vi) ADVENTURE OPERATIONS shall use commercially reasonable efforts to ascertain the existence of any contractor or subcontractor warranty or guaranty covering any defect or item requiring repair and to submit a request to the appropriate contractor or subcontractor to repair the defect as necessary.

(vii) ADVENTURE OPERATIONS shall keep detailed records of all alterations, repairs and other work performed with respect to the Adventure Park.

(viii) All costs of the required Routine Maintenance services shall be part of the Operating Expenses. ADVENTURE OPERATIONS shall use commercially reasonable efforts to ensure that the Start-Up Budget and Operating Budgets include all reasonably foreseeable amounts needed for payment of such expenses. If and to the extent that additional amounts must be paid regarding such expenses beyond the amounts set out in the Start-Up Budget or Operating Budgets, ADVENTURE OPERATIONS shall: (i) promptly notify CITY after ADVENTURE OPERATIONS determines the need for, or amount of, such additional expenditures, and (ii) obtain CITY's approval before making such expenditure, in accordance with Section 8.2(b).

(ix) If ADVENTURE OPERATIONS, its officers, agents, employees, or patrons of the Adventure Park cause injury or damage to the Adventure Park, ADVENTURE OPERATIONS shall promptly replace or repair the damage or cause the damage to be repaired, to the reasonable satisfaction of the CITY.

(b) CITY's Obligations.

(i) CITY is responsible for non-Routine Maintenance of the Adventure Park and for repairs exceeding normal wear and tear, to the extent not caused or exacerbated by the neglect, fault, act or omission of ADVENTURE OPERATIONS.

(ii) ADVENTURE OPERATIONS hereby expressly waives the right to make repairs at the expense of CITY and the benefit of Section 1942 of the California Civil Code relating thereto, if there be any.

5.2 Inspections

(a) ADVENTURE OPERATIONS' obligations:

(i) ADVENTURE OPERATIONS shall inspect the Adventure Park at regular intervals, as may be customary and reasonably expected by a manager of similar type buildings and properties.

(ii) ADVENTURE OPERATIONS is responsible for completing any corrective measures (provided such measures constitute Routine Maintenance) required as a result of ICE inspections, Quality Safety Inspector (QSI) inspections, or unannounced inspections, including materials.

(iii) ADVENTURE OPERATIONS is responsible for all modifications (provided such modifications constitute Routine Maintenance) required by annual QSI inspections and any unannounced inspections.

(iv) ADVENTURE OPERATIONS will retain all records of certifications required for employees, safety inspections, and inspections by agencies, and safety training. Such records will be maintained for 5 years and will be provided to CITY, upon request.

(v) ADVENTURE OPERATIONS shall give CITY written notice of any violation of any Adventure Park Obligations, and of any material defect or latent defect in the Adventure Park known to ADVENTURE OPERATIONS, not later than 5 Business Days after ADVENTURE OPERATIONS obtains knowledge of or receives any notices of (1) violation of any Adventure Park Obligations, or any material defect or latent defect in the Adventure Park.

(b) CITY's obligations. CITY shall pay annual QSI inspection fees, and any unannounced inspection fees. If inspections require the CITY to perform non-Routine Maintenance, the CITY shall consult with ADVENTURE OPERATIONS and thereafter, it will be in the CITY's sole discretion whether to proceed with the non-Routine Maintenance.

5.3 Security

(a) CITY will explore camera system options to provide monitoring for the Adventure Park. If CITY, in its sole discretion, opts to purchase camera monitoring equipment, parties will meet to discuss the use of the equipment, and the parties will use their best efforts to reach an agreement regarding responsibility for on-going monitoring expenses. Nothing in the foregoing shall be construed to prevent ADVENTURE OPERATIONS from purchasing and installing camera monitoring equipment, at its sole costs and expense, if ADVENTURE OPERATIONS deems such use of camera monitoring equipment to be generally-accepted industry practice.

(b) ADVENTURE OPERATIONS shall be responsible for locking the Adventure Park at the end of each operating day, to include access gates and/or doors, and securing, in accordance with generally accepted industry standards, any other access, or potential access, points throughout the Adventure Park.

(c) During Phase I (defined below), CITY is responsible for the security of the Adventure Park, except that ADVENTURE OPERATIONS shall continue to be responsible for locking and securing the Adventure Park at the end of each operating day.

(d) Once the Adventure Park reaches Phase II (defined below) and continuing thereafter, ADVENTURE OPERATIONS will be solely responsible for the security of the Adventure Park and the costs thereof.

5.4 Utilities

(a) CITY is responsible for payment of services for:

- (i) Sewer- South Placer Municipal Utility District (SPMUD);
- (ii) Water- Placer County Water Agency (PCWA); and
- (iii) Gas/electricity- PG&E (or a subsequent entity).

(b) ADVENTURE OPERATIONS is responsible for payment of services for:

- (i) Telephone/Internet- WAVE; and
- (ii) Garbage/Recycling- Recology.

(iii) Any other utility required to operate the Adventure Park in accordance with generally accepted industry standards.

6. MARKETING

6.1 During the term of this Agreement, ADVENTURE OPERATIONS shall market the Adventure Park under the name "Quarry Park Adventures." ADVENTURE OPERATIONS may utilize the Quarry Park Adventures branding and logo provided by CITY, or ADVENTURE OPERATIONS may utilize other branding and logo, if that branding and logo are approved in advance, by the CITY. If ADVENTURE OPERATIONS uses branding or logo for the Adventure Park in addition to that provided by the CITY, ADVENTURE OPERATIONS shall transfer the additional branding/logo/copyright/trade or service marks and all rights thereto, to CITY upon termination of this Agreement.

6.2 ADVENTURE OPERATIONS' marketing expenses for the Adventure Park will be included in ADVENTURE OPERATIONS' Start-Up Budget and Operating Budgets.

6.3 Customer data/lists. All customer lists and records pertaining to the Adventure Park whether in existence at the commencement of ADVENTURE OPERATIONS' operation of the Adventure Park or compiled thereafter, shall be treated by ADVENTURE OPERATIONS as the property of CITY. ADVENTURE OPERATIONS shall not distribute or give access to any customer lists, records or similar information pertaining to the Adventure Park without the prior written consent of CITY. ADVENTURE OPERATIONS' furnishing of such information or access to such information to a sub-contractor shall not grant any express or implied interest in or license to ADVENTURE OPERATIONS or its subcontractors related to such records, other than is necessary to perform and provide marketing services for the Adventure Park, subject to CITY's final approval of such marketing services. At CITY's request, ADVENTURE OPERATIONS shall provide such customer lists and records to CITY.

6.4 ADVENTURE OPERATIONS' marketing of the Adventure Park shall be family-friendly.

6.5 Sponsorships. CITY reserves the right to sell and/or contract for sponsorships for the Adventure Park so long as the sponsorships do not create any additional obligations of ADVENTURE OPERATIONS. ADVENTURE OPERATIONS may only sell and/or contract for sponsorships related to the Adventure Park with written permission from the CITY.

7. QUARRY PARK ADVENTURES WEBSITE AND SERVICE MARK

7.1 Website. During the term of this Agreement, CITY grants ADVENTURE OPERATIONS a nontransferable, non-sublicensable, limited right to use the website "quarrypark.com" (the "Website"), and the content, information, and services provided on it (the "Website Content"), and grants ADVENTURE OPERATIONS authority to make improvements to the Website. At the expiration or early termination of this Agreement, or if in CITY's sole discretion ADVENTURE OPERATIONS' use of the website is not within generally-accepted industry standards, ADVENTURE OPERATIONS' control and use of the Website shall cease, and ADVENTURE OPERATIONS will promptly assign all rights ADVENTURE OPERATIONS may have in the Website or the Website Content to CITY and provide CITY with any and all information needed to access and use the Website and Website Content.

7.2 Service/Trade Marks.

(a) Subject to the terms contained in this Section 7.2, CITY grants ADVENTURE OPERATIONS a non-exclusive, nontransferable, non-sublicensable, limited license to use (1) the “Quarry Park Adventures” service mark and trade mark, and (2) “quarrypark.com” name for the Website (collectively the “CITY Marks”) solely for ADVENTURE OPERATIONS to manage, operate and maintain the Website and the Adventure Park, subject to CITY’s final approval, and only for the term or early termination of this Agreement. ADVENTURE OPERATIONS’ use of CITY Marks shall be limited to Quarry Park Adventures operations, products and marketing material.

(b) Other than as expressly approved in writing by CITY, ADVENTURE OPERATIONS will not use CITY Marks with additional elements, or modify or adopt new stylizations of CITY Marks. Any other names, logos, trademarks and/or copyrights developed during and/or pursuant to this Agreement that in any way associate, identify, or implicate an affiliation with the Adventure Park shall be approved by CITY prior to registration or use, shall belong to CITY upon creation, and shall continue in CITY’s exclusive ownership upon expiration or early termination of this Agreement.

(c) ADVENTURE OPERATIONS and its representatives, upon reasonable advance notice to CITY, shall have full access to records, information and materials related to the use of CITY Marks as reasonably necessary for CITY to verify such use meets the applicable quality standards of CITY.

8. ADVENTURE PARK BUDGET, EXPENSES, FEES AND REVENUE SHARING

8.1 Budgets. ADVENTURE OPERATIONS shall develop, prepare and submit to CITY the Start-Up Budget and each Operating Budget for the Adventure Park. The initial proposed Start-Up Budget and the Operating Budget for the calendar year ending December 31st 2019 is attached hereto as Exhibit E-1 and Exhibit E-2 respectively and incorporated by reference. Subsequent proposed Operating Budgets shall be submitted to CITY no later than November 1 (or such other date as specified by CITY in writing) of each calendar year. CITY’s approval or disapproval of each proposed Operating Budget may be withheld in its reasonable discretion and CITY shall endeavor to approve of each such proposed Operating Budget within fifteen (15) Business Days following the submission of same by ADVENTURE OPERATIONS to CITY for approval. If CITY and ADVENTURE OPERATIONS are not able to agree on an Operating Budget for any calendar year within fifteen (15) Business Days following the submission of same by ADVENTURE OPERATIONS to CITY for approval, such matter (or any line items that are in dispute, if said Budget shall be partially approved) shall be submitted to dispute resolution in accordance with Section 17.16. Until a new Operating Budget is approved, amounts allocated to those line items in dispute, if any, shall be the same as was allocated to such line items in the Operating Budget for the prior calendar

year, plus three (3) percent, except for payments for real estate and personal property taxes, utility charges, fees for approvals and insurance premiums (collectively, "Uncontrollable Expenses"), which shall be adjusted to reflect current actual amounts.

8.2 Budget Compliance.

(a) ADVENTURE OPERATIONS agrees to use diligence and commercially reasonable efforts to ensure that the actual costs of maintaining and operating the Adventure Park shall not exceed the Start-Up Budget and Operating Budgets either in total or in any one accounting category. All expenses must be charged to the proper account as specified in the Chart of Accounts and no expense may be classified or reclassified without CITY's prior written approval thereof in each instance.

(b) ADVENTURE OPERATIONS shall secure CITY's prior written approval, which may be given or withheld in CITY's reasonable discretion, for any expenditure that is not in the applicable Start-Up Budget or Operating Budget or will result in an excess in: (a) any single line item expense by the lesser of: (i) [5%] of the amount set out in the applicable Start-Up Budget or Operating Budget for that line item; and (ii) [\$10,000]; or (b) the aggregate amount of all expenses budgeted in the applicable Start-Up Budget or Operating Budget by more than [5%]. As soon as reasonably practical after discovery by ADVENTURE OPERATIONS, ADVENTURE OPERATIONS shall inform CITY of any material increases in costs and expenses that were not foreseen during the budget preparation period and therefore were not reflected in either the Start-Up Budget or any Operating Budget.

8.3 Costs Eligible for Payment from Operating Account. ADVENTURE OPERATIONS may pay the following Operating Expenses directly from the Operating Account, provided that they are set forth in the Start-Up Budget or Operating Budget and subject to the conditions and limitations set out in this Agreement (including, but not limited to Sections 8.2 and 8.4):

(a) Actual and reasonable cost of making all Routine Maintenance, decorations and alterations of the Adventure Park, provided such cost is not the result of ADVENTURE OPERATIONS or its employees, agents or representatives' negligence or willful misconduct;

(b) Actual Staffing Expenses for ADVENTURE OPERATIONS employees assigned to the Adventure Park, including payroll, workers' compensation insurance, employee benefits, payroll taxes, training and travel;

(c) Cost of service contracts and agreements;

(d) Cost of Utilities set forth in Section 5.4(b);

(e) Cost of Insurance;

- (f) Cost of advertising to the extent permitted by CITY;
- (g) Cost of printed forms and supplies required for use at the Adventure Park;
- (h) Office Setup and Supplies, Office Rent/Lease fees for office space in Rocklin, California;
- (j) IT Consulting and Implementation, Software;
- (k) Retail Inventory; and

Any costs to be reimbursed to CITY in accordance with this Agreement.

8.4 Non-Reimbursable Costs. Unless otherwise approved by CITY in writing (whether or not set out in any budget submitted by ADVENTURE OPERATIONS), the following expenses or costs incurred by or on behalf of ADVENTURE OPERATIONS shall be at the sole cost and expense of ADVENTURE OPERATIONS and shall not be reimbursed by CITY:

- (a) Costs expressly specified in this Agreement to be borne by ADVENTURE OPERATIONS;
- (b) Cost of training, travel, gross salary and wages, payroll taxes, insurance, workers' compensation and other benefits of ADVENTURE OPERATIONS' off-site personnel not identified in an Approved Budget, or the pro rata share of such costs for personnel identified in an Approved Budget to the extent allocable to time, if any, spent on matters other than the Adventure Park;
- (c) General accounting and reporting services which are within the reasonable scope of ADVENTURE OPERATIONS' responsibility to CITY;
- (d) Cost of forms, papers, ledgers and other supplies and equipment used in ADVENTURE OPERATIONS' office at any location other than in Rocklin, California;
- (e) Cost of electronic data processing equipment or any pro rata charge thereon, if located at ADVENTURE OPERATIONS' office outside of Rocklin, California;
- (f) Cost of electronic data processing, or any pro rata charge thereof, for data processing provided by computer service companies;
- (g) Political or charitable contributions;

(h) Costs attributable from Losses arising from negligence, willful misconduct or fraud on the part of ADVENTURE OPERATIONS, ADVENTURE OPERATIONS' employees, agents or representatives;

(i) Cost of comprehensive crime insurance or fidelity bond purchased by ADVENTURE OPERATIONS for its own account;

(j) All interest and penalties for late payments of any kind caused by ADVENTURE OPERATIONS;

(k) All overhead and general expenses attributable to ADVENTURE OPERATIONS' regional and corporate office or offices; and

(l) No payments shall be made to Bonsai Design, LLC, or contracts entered into between ADVENTURE OPERATIONS and Bonsai Design, LLC, pertaining to Adventure Park operations without the prior approval of the CITY manager. This provision does not apply to the Management Fee CITY pays to ADVENTURE OPERATIONS.

Under no circumstances shall such costs and expenses constitute costs and expenses of the Adventure Park. Nothing in this Section 8.4 shall require ADVENTURE OPERATIONS to incur actual costs for its own account or prohibit the reimbursement of costs actually incurred, whether paid to third parties or paid to or for the costs of employees of ADVENTURE OPERATIONS if same relate to services not covered by this Agreement, the cost of which would otherwise have been paid to others if provided by them.

8.5 Insufficient Funds.

(a) If at any time the gross income from the Adventure Park is not sufficient to pay the bills and charges which may be incurred regarding the Adventure Park, items shall be paid out of the Operating Account in the following order of priority:

(i) First, bills and charges of third parties, including, but not limited to, those related to any Adventure Park Obligations; and

(ii) Second, reimbursable bills and charges, if any, incurred by ADVENTURE OPERATIONS in connection with ADVENTURE OPERATIONS' services provided to CITY hereunder, Any deficits remaining after ADVENTURE OPERATIONS has paid all bills and charges based on the ordered priorities set out in this Section 8.5 (a "Shortfall"), such Shortfall shall be handled in accordance with the procedures set forth in Section 8.6.

8.6 Phases.

(a) Phase I - Pre-Opening Phase

(i) The “Pre-Opening Phase” Commences with the Rocklin CITY Council’s approval of ADVENTURE OPERATIONS’ Start-Up Budget for the Adventure Park on February 12, 2019, and ends on the day before the Commencement Date, which is anticipated to be April 1, 2019. In the event ADVENTURE OPERATIONS does not open the Adventure Park to the general public on or before June 1, 2019, CITY may immediately terminate this Agreement and ADVENTURE OPERATIONS shall return to the CITY any supplies, materials and equipment purchased with CITY funds.

(ii) There will be no Management Fee during the Pre-Opening Phase.

(iii) CITY will reimburse ADVENTURE OPERATIONS for expenditures set forth in the Start-Up Budget not to exceed \$300,000, provided they are properly documented and accounted for by ADVENTURE OPERATIONS. ADVENTURE OPERATIONS will submit documentation in a form acceptable to CITY, in support of each reimbursement request. CITY will endeavor to process such reimbursements within 14 calendar days of receipt. Any expenditure not set forth in the Start-Up Budget or in excess of the Start-Up Budget shall be handled in accordance with Section 8.2(b).

(b) Phase II- Initial Operating Phase

(i) The “Initial Operating Phase” commences on the Commencement Date and lasts until the date the Adventure Park’s Gross Revenues exceed its Operating Expenses,

(ii) During Phase II, ADVENTURE OPERATIONS will collect and retain the operating revenue for the Adventure Park to pay for Adventure Park operating expenses.

(iii) CITY Shortfall Account.

(1) CITY will create an operating deficit “Shortfall Account” in the total amount of \$200,000 (the “CITY Shortfall Account”), on or by the Commencement Date.

(2) CITY will have exclusive control over the CITY Shortfall Account. If the Adventure Park has an operating deficit for 3 or more calendar days during Phase II or Phase III, ADVENTURE OPERATIONS may submit documentation in a form acceptable to CITY, for distribution of funds from the Shortfall Account to reimburse ADVENTURE OPERATIONS. CITY will authorize funds to be withdrawn to pay for budgeted operating expenses of the Adventure

Park. CITY will endeavor to process the request within seven (7) business days of receipt.

(3) CITY's contribution to the CITY Shortfall Account will occur once. CITY shall not be obliged to replenish the account. If the CITY Shortfall Account is depleted, ADVENTURE OPERATIONS is responsible for any and all operating deficits of the Adventure Park.

(c) Phase III- Operating Phase

(i) The "Operating Phase" commences at the beginning of the Net Revenue Year.

(ii) Net Revenue

(1) At the conclusion of each calendar year, ADVENTURE OPERATIONS and CITY will review Adventure Park financial records to determine whether the Adventure Park achieved Net Revenue. If the Adventure Park has achieved Net Revenue, the Net Revenue shall be used to replenish the CITY's shortfall account to the beginning balance of \$200,000. After the CITY's shortfall account is replenished, the parties will share the remaining Net Revenue equally on a 50/50 basis. ADVENTURE OPERATIONS will pay CITY from the Operating Account for CITY's share of Net Revenue (the "Net Revenue Share Payment") by February 1st of each year. For the final calendar year of this Agreement, ADVENTURE OPERATIONS will make the Net Revenue Share Payment to CITY (if any) on or by February 1, 2022. If the parties cannot reach agreement about whether the Adventure Park has achieved Net Revenue, the parties may retain a mutually agreeable financial expert to make the determination. The expert's fees will be shared equally by the parties.

(iii) AO Shortfall Account.

(1) ADVENTURE OPERATIONS will create an operating deficit "Shortfall Account" (the "AO Shortfall Account"), immediately upon the commencement of Phase III. One hundred percent (100%) of ADVENTURE OPERATIONS' share of the Net Revenue shall be deposited in the AO Shortfall Account until the account is funded in the amount of \$200,000 and thereafter replenished to that amount, as applicable.

(2) In the event of a shortfall during Phase III, funds from the CITY's Shortfall Account and the AO Shortfall Account will be withdrawn equally, to cover the shortfall. In the event the AO Shortfall Account is not yet fully funded and is depleted to address a shortfall, additional funds may be withdrawn from the CITY Shortfall Account pursuant to the process set forth above.

(3) Withdrawals from the AO Shortfall Account shall be permitted for items only within the Operating Budget unless otherwise approved by CITY in accordance with the procedures in Section 8.2.

8.7 Management Fee. During the term of this Agreement, ADVENTURE OPERATIONS shall receive from CITY a management fee (the "Management Fee") in accordance with the procedures in this Section 8.7.

(a) There will be no management fee during Phase I, the Pre-Opening Phase.

(b) From the commencement of Phase II, the Initial Operating Phase through December 31, 2019, CITY will pay ADVENTURE OPERATIONS a Management Fee of \$15,300 per calendar month.

(c) From January 1, 2020 to December 31, 2022, CITY will pay ADVENTURE OPERATIONS a Management Fee of \$11,760 per calendar month.

9. RECORDS AND ACCOUNTS

9.1 Books and Records

(a) At all times during the term of this Agreement, ADVENTURE OPERATIONS shall keep separate, true and complete books, records and accounts of all income and fees received and all expenditures made by ADVENTURE OPERATIONS, in relation to all matters incident to the management, operation of the Adventure Park, the entries to which shall be supported by sufficient documentation to ascertain that said entries are properly and accurately recorded to the Adventure Park.

(b) ADVENTURE OPERATIONS shall ensure that all books and records, documentation, data and other information required to be maintained during the term of this Agreement shall be prepared and reported in a timely and accurate manner under the terms of this Agreement, and in accordance with required accounting policies and procedures and applicable Laws.

(c) ADVENTURE OPERATIONS shall maintain the books and records for the Adventure Park, using systems acceptable to the CITY in accordance with the terms of this Agreement. ADVENTURE OPERATIONS shall respond, within 5 Business Days, to any requests for information from CITY or any audit or accounting firm designated by CITY, including, but not limited to, any request for confirmation of ADVENTURE OPERATIONS' internal controls over financial matters and any change in such financial controls, and shall promptly advise CITY of any breach or discrepancy in any such financial controls (including any instance of any employee errors, fraud, or misconduct), whether or not covered by insurance or cured by ADVENTURE OPERATIONS.

(d) The books, records and accounts applying to the operation of the Adventure Park and kept by ADVENTURE OPERATIONS shall be open for audit or inspection by CITY and its representatives at all reasonable times. All records, except original records transferred to the CITY pursuant to subsection “e” below, shall be kept by ADVENTURE OPERATIONS for a period of at least four (4) years. ADVENTURE OPERATIONS shall be subject to any City or State audit requirements and remedies as set forth herein. CITY or its representatives shall have the right, at any time, to inspect such records, books, accounts and any other records or accounts pertaining to the operation of the Adventure Park.

(e) At the early expiration or termination of the Agreement, ADVENTURE OPERATIONS shall transfer all financial records, books and any other records or accounts pertaining to the operation of the Adventure Park to CITY.

9.2 Adventure Park Reports. ADVENTURE OPERATIONS will provide CITY with the following reports regarding the Adventure Park:

(a) On an annual and quarterly basis, ADVENTURE OPERATIONS shall provide to CITY an Adventure Park Report.

(b) Each annual and quarterly Adventure Park Report shall include a comprehensive status report for the Adventure Park in such format and medium as CITY may determine in its reasonable discretion (and may reasonably change from time to time).

(i) Each Report shall include the following financial information: an income statement and balance sheet prepared using generally accepted accounting principles; sales tax reports; and payroll tax reports (employee confidential information redacted). Each report shall include a summary narrative section regarding any unanticipated expenses, anticipated expenses, and anticipated extraordinary expenditures.

(ii) Each Report shall also include an attendance report for each quarter and year (as applicable), and include a reasonable monthly estimate of the number of customers.

(iii) Each Report shall also include a section related to ticket sales and prices, including an accounting of the sale of any gift cards/certificates, season passes (or similar items) sold, redeemed, and un-redeemed.

(c) Each annual Adventure Park Report (each a “Annual Report”) shall also include a section related revenue projections for the next year.

(d) Each Annual Report will be due to CITY 45 days after the end of each calendar year. For calendar year 2019, the annual report will include information for the time period from the Commencement Date to December 31, 2019.

(e) Each quarterly Adventure Park Report (each a "Quarterly Report") will be due to CITY 45 days after the end of each calendar quarter. For calendar year 2019, the first quarterly report shall include information for the time period from the Commencement Date to June 30, 2019.

(f) ADVENTURE OPERATIONS shall keep an accurate record of attendance for purposes of marketing studies and the Adventure Park Reports, including categories of users (example, child, adult and senior).

(g) Following delivery of each Adventure Park Report, ADVENTURE OPERATIONS shall consult with CITY to discuss the issues raised in the report or other topics of concern to CITY. On reasonable prior notice by CITY, CITY may require ADVENTURE OPERATIONS to consult more frequently to discuss strategy, budget or other issues.

(h) ADVENTURE OPERATIONS shall also provide any written reports and information which may be reasonably requested by CITY from time to time. If and as requested by CITY, ADVENTURE OPERATIONS shall reforecast the Operating Budget from time to time. ADVENTURE OPERATIONS' initial four-year financial statement Pro-Forma is attached hereto as Exhibit F, and incorporated herein by reference.

9.3 IRS Form 1099. On CITY's behalf, ADVENTURE OPERATIONS shall comply with all applicable provisions of the Internal Revenue Service Code and Regulations regarding the preparation of IRS Form 1099. In preparing such forms, ADVENTURE OPERATIONS shall use its own employer identification number, as applicable. ADVENTURE OPERATIONS shall retain a copy of each completed form in its files.

9.4 Ownership of Books and Records. All books, records, lease and sale information, computer programs (if supplied by CITY), correspondence and property related records related to Adventure Park are property of CITY.

10. BANK ACCOUNTS

Operating Account. Subject to Cash Management Policies, ADVENTURE OPERATIONS shall deposit all funds collected from the operation of the Adventure Park daily in an Operating Account. The Operating Account shall be established with a bank mutually agreeable to the Parties, with a branch located in Rocklin, California. Subject to the Cash Management Policies, ADVENTURE OPERATIONS shall pay the operating expenses of the Adventure Park, and any other payments related to the Adventure Park as allowed by the terms of this Agreement out of the Operating Account. If more than one account is required to operate the Adventure Park, each account must have a unique name. If required by CITY at any time, all of ADVENTURE OPERATIONS' signatories on all bank accounts established by ADVENTURE OPERATIONS hereunder shall be bonded and/or covered by employee dishonesty insurance required to be maintained under this Agreement.

11. INSURANCE

11.1 Commercial General Liability Insurance: At its sole expense, ADVENTURE OPERATIONS agrees to maintain in force during the term of this Agreement comprehensive commercial general liability insurance, to cover all of ADVENTURE OPERATIONS' activities in or associated with the Adventure Park including coverage for Premises/Operations/Products/Independent Contractor's liability, personal injury, explosion/collapse/underground and contractual liability insuring the indemnity provision contained in this Agreement and fully insuring ADVENTURE OPERATIONS or its subcontractor's liability for bodily injury or death or property damage.

(a) Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence.

(b) Annual aggregate limit of \$10,000,000.

(c) Products-components/operations aggregate of \$1,000,000.

(d) Personal and Advertisement Injury (with employment exclusion deleted) of \$1,000,000.

(e) Contractual Liability: bodily injury \$1,000,000 each occurrence; property damage of \$1,000,000 each occurrence;

(f) Explosion, collapse, underground.

(g) Claims made policies are not acceptable.

(h) Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001, on an "occurrence" basis.

11.2 Business Commercial Automobile Liability Insurance: At its sole expense, ADVENTURE OPERATIONS agrees to maintain in force during the term of this Agreement business commercial automobile liability insurance, to include coverage for owned/leased vehicles, non-owned vehicles and hired vehicles, as follows:

(a) Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

11.3 Commercial Crime Insurance: At its sole expense, ADVENTURE OPERATIONS agrees to maintain in force during the term of this Agreement

commercial crime insurance, to include coverage for employee dishonesty, forgery or alteration and theft, disappearance and destruction and meet the following:

- (a) Coverage shall be on a blanket basis;
- (b) Limits shall be equal to \$1,000,000 per occurrence; and
- (c) Insurance on the improvements, fixtures, furnishings and equipment of ADVENTURE OPERATIONS on the Adventure Park shall be in an amount adequate to insure the replacement and/or removal of said property in the event of Loss.

11.4 Property Insurance:

(a) All Risk Coverage. CITY shall obtain and keep in force a policy of insurance covering loss or damage to the Adventure Park, the Adventure Park improvements, the capital improvements and all furniture, fixtures and equipment in the amount of the full replacement value thereof, as the same may exist from time to time, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils ("all risk," as that term is known in the insurance industry), but excluding damage due to flood, earthquake or terrorist activities. CITY is not obligated to rebuild the Adventure Park following destruction or a casualty Loss.

(b) Workers' Compensation: At its sole expense, ADVENTURE OPERATIONS agrees to maintain in force during the term of this Agreement, Workers Compensation on a State of California approved policy form providing statutory benefits as required by California law with employer's liability insurance, with minimum limits of \$1,000,000 per occurrence.

(c) General conditions pertaining to provision of insurance by ADVENTURE OPERATIONS:

(i) Insurance procured pursuant to these requirements shall be written by insurers that are authorized to transact the relevant type of business in the State of California and with an A.M. Best's rating of A:VII

(ii) Additional Insured Status. CITY, its officers, agents, officials, employees and volunteers are to be covered as additional named insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of ADVENTURE OPERATIONS, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

(iii) Primary Coverage. For any claims related to this Agreement or the Adventure Park Operations, ADVENTURE OPERATIONS' insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects CITY, its officers, agents, officials, employees or volunteers and CITY's insurance shall be excess of ADVENTURE OPERATIONS' insurance and shall not contribute to it.

(iv) Notice of Suspension or Cancellation. Each required insurance policy shall not be suspended or canceled, except with prior written notice to CITY (30 calendar days written notice, ten calendar days if cancellation is due to nonpayment of premium). In the event required insurance is suspended or canceled at any time and no replacement coverage is provided ADVENTURE OPERATIONS shall immediately cease operation of the Adventure Park, and CITY may declare default, or terminate this Agreement in accordance with the provisions of this Agreement.

(v) Waiver of Subrogation. ADVENTURE OPERATIONS hereby grants to CITY a waiver of any right to subrogation which any insurer may acquire against CITY by virtue of the payment of any Loss under such insurance. ADVENTURE OPERATIONS agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

(d) Self-insured retentions must be declared to and approved by CITY. CITY may require ADVENTURE OPERATIONS to provide proof of ability to pay Losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

(e) Verification of Coverage. ADVENTURE OPERATIONS shall furnish CITY with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY prior to the execution of this Agreement. However, failure to obtain the required documents prior to the work beginning shall not waive ADVENTURE OPERATIONS' obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(f) Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that CITY is an additional insured on insurance required from subcontractors.

(g) Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(h) All insurance coverage and limits provided by ADVENTURE OPERATIONS are intended to apply to the full extent of the policies.

(i) None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

(j) No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

(k) ADVENTURE OPERATIONS shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) without CITY's prior written consent.

(l) The endorsement covering paddle boats shall also include rescue boats, if any are used in Adventure Park Operations.

12. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

12.1 To the fullest extent permitted by Law, ADVENTURE OPERATIONS shall indemnify, hold harmless and defend CITY, its officers, officials, agents, volunteers and employees against any and all Losses (including but not limited to attorney fees, experts fees and costs of suit), arising indirectly or directly out of ADVENTURE OPERATIONS' operation or maintenance of the Adventure Park, or in any way related to ADVENTURE OPERATIONS' performance of this Agreement, by reason of its acts or omissions relating to the Adventure Park and/or its obligation pursuant to this Agreement and/or by reason of injury, death, property damage, or any claim arising from the alleged violations of any applicable Law by ADVENTURE OPERATIONS, , however caused or alleged to have been caused, provided, however, in no event shall ADVENTURE OPERATIONS be obligated to defend or indemnify CITY with respect to the negligence or willful misconduct of CITY, its officers, agents officials, employees, or volunteers.

12.2 Should any claims, demands or other legal proceedings be made or instituted by any person against CITY, its officers, officials, agents volunteers and employees, which arise out of any of the matters relating to this Agreement or information in ADVENTURE OPERATIONS' possession relating to the Adventure Park, ADVENTURE OPERATIONS shall give CITY all pertinent information within its possession and reasonable assistance in the defense or other disposition thereof.

12.3 CITY shall indemnify, hold harmless and defend ADVENTURE OPERATIONS, its officers, agents and employees against any and all Losses (including but not limited to attorney fees, experts fees and costs of suit), arising from negligent, intentional or reckless acts of CITY, its officers, agents, or employees.

13. LIMITATION OF LIABILITY

13.1 Except as is otherwise provided herein, except as may be covered by a party's insurance policies, and except as may arise from a party's: (i) liability for personal injury; or damage to real or tangible personal property arising from ADVENTURE OPERATIONS' negligent, illegal or willful misconduct; or (ii) disclosure of confidential, proprietary, or privileged information; or (iii) obligations pursuant to Section 12 (Indemnification), neither party shall be liable to the other for the other's special, consequential, punitive, incidental or indirect damages, however caused, on any theory of liability, and whether or not they have been advised of the possibility of such damages.

13.2 CITY shall not have any liability for Operational or Financial Losses in the operation of the Adventure Park over the term of this Agreement.

14. TERMINATION

14.1 Termination without Cause. During the term of this Agreement, either party may terminate the Agreement without cause upon 120 days written notice to the other Party. All undisputed amounts due to either party shall be reconciled and paid effective as of the termination date.

14.2 Default.

(a) Any failure by a party to this Agreement to observe or perform a provision of this Agreement, where such failure continues for thirty (30) calendar days, or sooner as otherwise detailed herein, after written notice of such failure, shall constitute a default and breach of this Agreement. However, if the nature of the default is does not involve a financial obligation and is such that it cannot be reasonably cured within the thirty (30) calendar day period, the offending party shall not be deemed to be in default if an effective cure is commenced within the thirty (30) calendar day period and thereafter diligently prosecuted to completion; provided, however, that in no event shall such default remain uncured for more than 90 calendar days.

(b) Suspension for Lack of Insurance or Notice by An Agency. ADVENTURE OPERATIONS shall immediately cease all operations associated with the Adventure Park in the event of a cancellation or alteration in insurance coverage that does not meet the requirements of this Agreement. ADVENTURE OPERATIONS shall cease all operations associated with the Adventure Park immediately upon lawful order of a public agency responsible for licensing, review, oversight or enforcement of such parks. If ADVENTURE OPERATIONS insurance is suspended or

canceled for any amount of time, or ADVENTURE OPERATIONS receives an order of a licensing agency suspending operations for more than thirty (30) Business Days, either condition shall constitute a default of the Agreement.

(c) Non-Operation of the Adventure Park. Should ADVENTURE OPERATIONS cease operations in the Adventure Park for more than ten (10) consecutive calendar days or 45 total calendar days, except for closure due to weather conditions, force majeure, or pursuant to Section 14.2(b), above, such closure, upon three (3) days written notice, shall constitute a default of this Agreement.

14.3 Termination by ADVENTURE OPERATIONS. Upon an event of default by CITY, which remains uncured beyond any reasonable notice and cure period, ADVENTURE OPERATIONS shall have the right to terminate this Agreement by providing written notice to CITY, at which time all undisputed amounts due to ADVENTURE OPERATIONS shall be immediately due and payable.

14.4 Termination by CITY.

(a) Upon an event of default by ADVENTURE OPERATIONS, CITY shall have the right to terminate this Agreement and obtain immediate possession of the Adventure Park. In such event, CITY shall be entitled to all rights and remedies at Law and/or in equity, including but not limited to, costs and expenses incurred by CITY in recovering possession of and/or restoring the Adventure Park, and compensation for all detriment proximately caused by ADVENTURE OPERATIONS' failure to perform its obligations under this Agreement, except as otherwise provided herein.

(b) CITY may terminate this Agreement immediately, upon written notice to ADVENTURE OPERATIONS for the following:

(i) In the event of an accident or accidents resulting from ADVENTURE OPERATIONS' negligent park operation in the Adventure Park which causes severe injury or death.

(ii) Due to cancellation of or reduction in any required insurance coverage as provided herein.

(iii) For ADVENTURE OPERATIONS' violation of the assignment provisions of this agreement.

(iv) For failure to make required payments to CITY as provided in this Agreement within fourteen (14) business days of when due.

(v) For cancellation, termination or adverse action against any required permit or license to operate the Adventure Park.

- (vi) For violating the terms of the conditional use permit.
- (vii) Destruction, casualty or taking of more than ten percent (10%) of the Adventure Park, if CITY does not elect to rebuild.
- (viii) The filing of any bankruptcy petition by ADVENTURE OPERATIONS or any permitted assignee, or the filing of any liens against the Adventure Park, if the lien is not removed within 30 days' notice thereof.
- (ix) The revocation or termination of the corporate status of ADVENTURE OPERATIONS, or any permitted assignee.

14.5 Effect of Termination. In the event of any termination or expiration of this Agreement:

(a) ADVENTURE OPERATIONS shall cooperate with CITY in developing a mutually acceptable transition plan. Such transition plan shall establish a date for the transfer of operations, transfer of books, records and financial information for the Adventure Park, provide for an accounting of net revenues through the date of transfer of operations, the orderly transfer of reserve accounts, the return of all CITY property to the CITY, and other matters deemed necessary or appropriate by the CITY. Prior to such transition, the parties shall fulfill their responsibilities and obligations described in this Agreement, unless waived in writing by the other Party.

(b) A final accounting and distribution of any net revenues shall occur within forty-five (45) days of the termination date.

(c) ADVENTURE OPERATIONS shall provide CITY an accounting of all gift cards/certificates, season passes (and similar items) sold within the calendar year, the number redeemed, and un-redeemed, as well as the expiration date any outstanding gift cards or passes.

(d) All non-essential standard operating expenses shall be terminated by ADVENTURE OPERATIONS upon termination of this Agreement, unless otherwise directed by the CITY, in writing. For purposes of this section, essential standard operating expenses refers to only those necessary to wind down ADVENTURE OPERATIONS' operation of the Adventure Park.

(e) Any funds remaining at termination from Net Revenue shall be split 50/50 between ADVENTURE OPERATIONS and CITY, subject to any deduction required in connection with such termination.

(f) ADVENTURE OPERATIONS shall remove its property stored or maintained at the Adventure Park within thirty (30) days of termination. In removing ADVENTURE OPERATIONS' property, ADVENTURE OPERATIONS shall

not damage or render inoperable any of the other Adventure Park improvements or capital improvements, attractions, rides and facilities at the Adventure Park.

(g) ADVENTURE OPERATIONS shall return CITY purchased equipment, materials and property to CITY within 30 days after the termination of this Agreement. The items shall be returned in the same condition as they were received, excepting ordinary wear and tear.

(h) Condition of Adventure Park at Termination. At the expiration or earlier termination of this Agreement, ADVENTURE OPERATIONS shall terminate its service and vacate the Adventure Park, leaving all improvements, equipment, fixtures and trade fixtures in good and reasonably clean condition, subject to ordinary wear and tear.

14.6 Transition Rights. Upon termination or expiration of this Agreement for any reason, CITY will have the right, for a period of 180 days following the date of full or partial termination (the "Transition Period"), to elect to have ADVENTURE OPERATIONS continue to perform the services under this Agreement; and ADVENTURE OPERATIONS shall make available to CITY all other services necessary to ensure a smooth transition of the services to a new vendor, including providing all CITY data and lists in a format reasonably-requested by CITY. If CITY elects to have ADVENTURE OPERATIONS continue to perform services under this Agreement during such Transition Period this Agreement will remain in full force and effect. At the end of the Transition Period, the Agreement will terminate.

14.7 Survival.

(a) Upon any expiration or termination of this Agreement, Sections 9, 12, 13 and 14, and any section which by its nature should survive, shall survive any expiration or termination of this Agreement.

(b) Should this Agreement expire or be terminated for any reason by either party, the requirements for insurance shall remain in full force and effect for no less than six months after termination of this Agreement.

15. COMPLIANCE WITH LAWS, RULES, REGULATIONS, AND POLICIES.

ADVENTURE OPERATIONS shall comply with all applicable Laws existing during the term of this Agreement, including obtaining and maintaining all necessary permits and licenses. ADVENTURE OPERATIONS acknowledges and warrants that it is, or will make itself, through its responsible managers, knowledgeable of all pertinent Laws or other requirements having the force of Law affecting the operation of the Adventure Park.

16. HAZARDOUS SUBSTANCES

16.1 On the Adventure Park, ADVENTURE OPERATIONS shall not except in accordance with applicable law:

(a) keep, store, or sell any goods, merchandise, or materials that are in any way explosive or hazardous; or

(b) carry on any offensive or dangerous trade, business, or occupation, as determined by CITY in its sole discretion; or

16.2 Nothing in this section shall preclude ADVENTURE OPERATIONS from bringing, keeping, or using on or about said Adventure Park such materials, supplies, equipment, machinery as is appropriate or customary in the ordinary care, maintenance, administration and control of an adventure park in accordance with generally-accepted industry standards. Gasoline, oils, and other materials considered under Law or otherwise to be hazardous to health and safety shall be stored, handled and dispensed as required by present or future Laws.

16.3 ADVENTURE OPERATIONS shall comply with all applicable Laws pertaining to the use, storage, transportation and disposal of any hazardous substance, as that term is defined in such applicable Law. In the event CITY, its officials, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of ADVENTURE OPERATIONS' illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, ADVENTURE OPERATIONS shall protect, indemnify, defend and hold harmless any of these individuals against such liability. Where ADVENTURE OPERATIONS is found to be in breach of this provision due to the issuance of a government order directing ADVENTURE OPERATIONS to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by ADVENTURE OPERATIONS or any person acting under ADVENTURE OPERATIONS' direct control or authority, ADVENTURE OPERATIONS shall be responsible for all costs and expenses of complying with such order including any and all expenses imposed on or incurred by CITY in connection with or in response to such government order.

16.4 ADVENTURE OPERATIONS shall not perform pest control activities at the Adventure Park, unless otherwise agreed to in writing, by the parties.

16.5 ADVENTURE OPERATIONS shall be strictly liable for any spoilage or spills in its handling of hazardous materials and chemicals. ADVENTURE OPERATIONS shall be responsible for all costs and expenses associated with the remediation of, and liability arising from or related to, damages to the Adventure Park arising from the storage, use or disposal of Hazardous Materials by ADVENTURE OPERATIONS, its employees, agents and contractors, their subcontractors, or invitees after ADVENTURE OPERATIONS enters the Adventure Park pursuant to the terms of this Agreement. ADVENTURE OPERATIONS shall

indemnify, defend and hold CITY harmless with respect to use of materials described in this section and related subsections.

16.6 Notwithstanding anything to the contrary in this Agreement, CITY acknowledges and agrees that CITY shall have the sole responsibility and obligation with regard to all environmental Laws and compliance, environmental abatement, environmental remediation, claims, causes of action, demands, liability, damages, costs, expense, assessments, penalties, fines, losses, attorney's fees and judgments resulting from or arising out of the existence of any Hazardous Material on the Adventure Park or any other violation or alleged violation of Environmental Laws on the Adventure Park before the date that ADVENTURE OPERATIONS enters the Adventure Park pursuant to the terms of this Agreement (the "Pre-existing Environmental Compliance Obligations"). CITY further acknowledges and agrees that it will not seek or require any contribution by ADVENTURE OPERATIONS, or impose on ADVENTURE OPERATIONS any such obligations or costs with regard to all Pre-existing Environmental Obligations, except in the event of ADVENTURE OPERATIONS' active negligence or willful misconduct.

16.7 This section shall survive the expiration or early termination of this Agreement.

17. MISCELLANEOUS

17.1 Prohibitions Against Assigning, Subletting. This Agreement and/or any interest therein or thereunder shall not be assigned, delegated, mortgaged, hypothecated or transferred by ADVENTURE OPERATIONS without obtaining the prior written consent of CITY.

17.2 ADVENTURE OPERATIONS may use subcontractors to perform ADVENTURE OPERATIONS' obligations under the Agreement, but only in compliance with this Agreement and then only to the extent expressly authorized by CITY. ADVENTURE OPERATIONS will be responsible for the performance of its subcontractors. Before engaging a subcontractor to perform ADVENTURE OPERATIONS' obligations under this Agreement, ADVENTURE OPERATIONS will enter into a written subcontract with the subcontractor that contains terms consistent with and no less protective of CITY than the terms of this Agreement. ADVENTURE OPERATIONS will enforce such agreements with at least the same degree of diligence that ADVENTURE OPERATIONS uses to enforce its own similar agreements but in no event less than reasonable efforts. Notwithstanding the foregoing, ADVENTURE OPERATIONS shall not be relieved of any of its duties or obligations under this Agreement as a result of entering into a written agreement with a permitted subcontractor.

17.3 Notices. Any notice and/or report required to be given or that may be given by either Party to the other shall be deemed to have been fully given when

Adventure Park Operating Agreement

made in writing and deposited in the United States Postal Service, postage prepaid, and addressed as follows:

CITY: City of Rocklin, attn. City Manager
3970 Rocklin Road
Rocklin, CA 95677

City of Rocklin, attn. City Attorney
3970 Rocklin Road
Rocklin, CA 95677

ADVENTURE OPERATIONS: Adventure Operations, attn. Dylan Burt
3900 Rocklin Rd.
Rocklin, CA 95677

17.4 Right of Entry. Nothing in this Agreement shall be deemed to limit CITY'S right to do anything regarding the Adventure Park which an owner of the Adventure Park would otherwise be entitled to do, including but not limited to the right to enter on the Adventure Park, to inspect the Adventure Park, to perform any repair or maintenance thereof, and to do anything required of ADVENTURE OPERATIONS hereunder if ADVENTURE OPERATIONS fails to do so in a timely manner (following any required notice and cure periods).

17.5 Signs and Advertising. No additional signs, logos, names, placards, or advertising matter shall be inscribed, painted, or affixed upon Adventure Park, or circulated or published without prior written approval of CITY, which shall not be unreasonably withheld, conditioned, or delayed. Signs or advertising should be consistent with the purposes of this Agreement.

17.6 Section Titles. The Section titles in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

17.7 Agreement in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

17.8 Successors in Interest. Unless otherwise provided in this Agreement, the terms, covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of all the Parties hereto, all of who shall be jointly and severally liable hereunder.

17.9 No Third Party Beneficiaries. Except for the provisions of this Agreement relating to the indemnification of employees, agents and representatives of either Party, there are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

17.10 Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

17.11 Time of Essence. Time shall be of the essence in the performance of this Agreement.

17.12 Duration of Public Facilities. By entering into this Agreement, CITY makes no representation or stipulation as to the type, size, location, or duration of public facilities and improvements to be maintained at the Adventure Park, nor does CITY guarantee the accuracy of any financial or other factual representation that may be made regarding the Adventure Park.

17.13 Waiver of Rights, Claims and Agreement Terms. Unless otherwise provided by this Agreement, no waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of CITY to re-enter the Adventure Park or to exercise any right, power, or privilege, or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option, or be construed as a waiver of such breach or relinquishment of any right or acquiescence therein. No notice to ADVENTURE OPERATIONS shall be required to restore or revive time as of the essence after the waiver by CITY of any breach. No option, right, power, remedy, or privilege of CITY shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to the parties by this Agreement shall be deemed cumulative.

17.14 Interpretation of Agreement. The paragraph titles in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of intent of this Operating Agreement or in any way affect this Agreement.

17.15 Governing Law. This Agreement is made under and is subject to the Laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

17.16 Dispute Resolution. The parties agree to meet and confer on any issue that is the subject of a dispute under the Agreement, and use good faith efforts to resolve the matter through negotiation. If the matter has not been resolved within sixty (60) calendar days, then any controversy or claim arising out of or relating to the Agreement, or the breach thereof, to the extent not otherwise resolved through the negotiation process described in this Section 17.16, may be settled by litigation.

Venue for any such litigation shall be in the courts having jurisdiction in Placer County, California.

17.17 Independent Contractor. In the performance of this Agreement, ADVENTURE OPERATIONS and the agents and employees of ADVENTURE OPERATIONS shall act in an independent capacity and not as officers or employees or agents of CITY. All employees and agents hired or retained by ADVENTURE OPERATIONS are employees and agents of ADVENTURE OPERATIONS and not of CITY. CITY shall not be obliged in any way to pay any wage claims or other claims made against ADVENTURE OPERATIONS by any such employees or agents, or any other person resulting from the performance of this agreement.

17.18 Modifications and Approval of Agreement. This Agreement including the exhibits hereto, contains and embraces the entire Agreement between the parties hereto and neither it nor any part of it may be changed, altered, modified, limited, or extended orally or by any Agreement between the parties unless such Agreement be expressed in writing, signed and acknowledged by CITY and ADVENTURE OPERATIONS, or their successors in interest.

Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent expressed in writing, agree to modifications thereof, additions thereto, or terminations thereof, which are not forbidden by Law.

17.19 Force Majeure; Damage; Condemnation. In the event of a Force Majeure Event, the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of Force Majeure Event shall deliver written notice of the commencement of any such delay resulting from such Force Majeure Event not later than seven (7) calendar days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a Force Majeure Event causing such delay and the other party shall not otherwise be aware of the Force Majeure Event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this paragraph.

17.20 No Presumption Regarding Drafter. The terms and provisions of this Agreement have been thoroughly negotiated and discussed between CITY and ADVENTURE OPERATIONS. This document reflects their mutual agreement regarding the subject matter of this document. Because of the nature of such negotiations and discussions, neither CITY nor ADVENTURE OPERATIONS shall be deemed or construed to be the drafter of this Agreement. Therefore, no presumption for or against the drafter shall be applicable for interpreting or enforcing the terms contained therein.

17.21 Taxes, Assessments and Fees. If any ad valorem real and personal property taxes assessed against the Adventure Park are assessed as a result of the

Adventure Park Operating Agreement

Adventure Park, then such shall be part of standard operating expenses. CITY shall have the right in good faith to contest any such taxes, charges and assessments.

17.22 Assignment. ADVENTURE OPERATIONS may not assign or transfer any of its rights or obligations under this Agreement without CITY's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.


ADVENTURE OPERATIONS:

ADVENTURE OPERATIONS LLC, a
Colorado limited liability company
registered to transact business in
California

By: 
Name: Dylan Burt
Title: Managing Partner
Date: 3/14/19

CITY:

City of Rocklin

By: 
Name: Steven Rudolph
Title: City Manager
Date: 3/15/2019

APPROVED AS TO FORM:

By: 
Sheri Chapman, City Attorney

ATTEST:


By: 
Mona Forster, City Clerk

EXHIBIT A

DEFINITIONS

Wherever used in this Agreement, the capitalized terms in this Section shall have the following meanings:

“Adventure Park Obligation” means the following: (1) all Laws and other Land Use Requirements, including the conditional use permit issued for the Adventure Park; (b) all terms and conditions contained in all leases, service contracts and other agreements required to be complied with by CITY regarding the Adventure Park which have been communicated to ADVENTURE OPERATIONS; and (c) all Insurance Requirements.

“AO Representative” means an individual designated by ADVENTURE OPERATIONS to be the principal contact with CITY and to coordinate the Adventure Park’s activities. Initially, the Representative shall be Dylan Burt.

“Affiliate” means with respect to any person or entity, any other person or entity controlling, controlled by, or under common control with the person or entity in question. For purposes hereof, the term “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of any person or entity, or the power to veto major policy decisions of any person or entity, whether through the ownership of voting securities, by agreement, or otherwise.

“Annual Report” means a comprehensive status report for the Adventure Park prepared and delivered at the end of each calendar year in accordance with Section 9.2 in such format and medium as CITY may determine in its reasonable discretion (and may reasonably change from time), subject to such changes as may be reasonably required by CITY.

“Approvals” means all licenses, certificates (including certificates of occupancy), consents, variances, waivers, authorizations, permits and similar approvals required for the operation, management, maintenance, or occupancy of the Adventure Park issued by any governmental authorities having jurisdiction over the Adventure Park, or by private parties or associations under any Land Use Requirement.

“Business Day” means any weekday except for those weekdays that a banking institution within the City of Rocklin, California is required to be closed (a **“Holiday”**). Should this Agreement require an act to be performed or a notice to be given on a Saturday, Sunday, or Holiday, the act shall be performed or notice given on the following Business Day.

"Cash Management Policies" shall mean policies established by CITY and ADVENTURE OPERATIONS regarding the handling of Adventure Park funds; provided, however, that if ADVENTURE OPERATIONS and CITY cannot agree on the Cash Management Policies, such policies shall be determined by CITY in its reasonable discretion.

"Chart of Accounts" shall mean a chart of accounts acceptable to CITY and which may be amended by CITY in writing from time to time.

"Commencement Date" means the date when ADVENTURE OPERATIONS opens the Adventure Park for public use, excluding pre-opening invitation-only events.

"Environmental Laws" means any applicable Law regarding the release of Hazardous Substances, the regulation of the discharge of solid, liquid, or gaseous waste into the environment, or the placement of structures or materials into the waters of the United States, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, as amended ("RCRA") 42 USC § 6901 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 5101, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; any state, county, municipal, or local statutes, laws or ordinances similar or analogous to the federal statutes listed above; and any rules, regulations, guidelines, permits, orders, or the like adopted pursuant to or implementing the statutes, laws and ordinances listed above.

"Force Majeure Event" shall mean: (a) governmental action or restriction, regulation, or control, failure of power, water, fuel, electricity or other utilities, riots, insurrection, civil commotion, enemy or terrorist action, war, acts of God, fire or other casualty; or (b) any other matter, cause or circumstance which is beyond the un-foreseeable reasonable control of a Party and which materially and adversely affects the performance by the affected Party of the terms and provisions of this Agreement, in each case with respect to the party alleging or claiming the benefit of "Force Majeure Event," to the extent the same has not arisen by reason of any breach by such Party (or any other person for whom such party is responsible) of any of such Party's obligations under this Agreement; provided, that a Party's lack of funds shall not constitute a "Force Majeure Event."

"Gross Revenue" shall mean the total amount of Adventure Park revenue prior to any deductions for Operating Expenses.

"Hazardous Substance" means any hazardous or toxic substance or waste as those terms are defined by any applicable Environmental Law, together with (if not so defined by such Environmental Laws), petroleum, petroleum products, oil, PCBs, asbestos, radon and Microbial Matter.

"Insurance Requirements" means all present and future rules, regulations, or orders of any national or local Board of Fire Underwriters or other similar body, or any terms of any existing policies of insurance on or regarding the Adventure Park.

"Land Use Requirements" means all deed restrictions, restrictive covenants, building codes, zoning restrictions, and Environmental Laws, and any other Law affecting the Adventure Park, including any existing fire, health, building, handicapped persons, environmental, sanitation, use and occupancy or zoning Laws, ordinances, regulations and orders relating to the Adventure Park, including, but not limited to, The Fair Housing Act of 1988, the Americans With Disabilities Act, and all rules, regulations and guidelines promulgated thereunder.

"Laws" means all laws, statutes, ordinances, codes, regulations, decrees and orders of a governmental authority.

"Loss" shall mean any and all direct or indirect damages, demands, claims, payments, obligations, actions or causes of action, assessments, losses, liabilities, costs and expenses, including, without limitation, penalties, interest on any amount payable to a third party, lost income and profits and any legal or other expenses (including, without limitation, reasonable attorneys' fees and expenses) reasonably incurred in connection with investigating or defending any claims or actions, whether or not resulting in any liability. Notwithstanding the foregoing, in no event shall the term "Loss" include special, exemplary, consequential or punitive damages.

"Management Fee" means the monthly fee charged to the CITY by ADVENTURE OPERATIONS after the Pre-Opening Phase for the off-site management of the Adventure Park, which expenses are excluded from Operating Account, as set forth in Section 8.4.

"Microbial Matter" means the presence of fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including, but not limited to, mold, mildew and viruses, whether or not such Microbial Matter is living.

"Net Revenue" means the Adventure Park revenue remaining after Operating Expenses have been deducted from the Gross Revenue.

"Net Revenue Year" means the calendar year in which the Gross Revenue for such calendar year exceeds Operating Expenses for that calendar year.

"Operating Budget" shall mean each annual operating expenditure budget for the Adventure Park following the Start-Up Budget, which shall be in the format of Exhibit E-2 or such other format as CITY may determine in its reasonable discretion and shall be approved by CITY in writing. At a minimum, each Operating Budget shall include in reasonable detail: (a) all anticipated revenue; (b) operating expenses; and (c) other costs and expenses of the Adventure Park.

“Operating Expenses” shall mean the actual expenses ADVENTURE OPERATIONS necessarily incurs in the operation of the Adventure Park, and is included in the Operating Budgets, or otherwise approved by the CITY pursuant to the terms of this Agreement.

“Operating Losses/Financial Losses” shall mean the amount the Operating Expenses exceed revenue for the Adventure Park, and any loss of profit or revenue associated with operation of the Adventure Park.

“Routine Maintenance” shall mean the preventative, corrective, or cyclical maintenance of the Adventure Park structures as depicted in Exhibit B, that are normal and expected, and not due to structural failure. The following are examples of Routine Maintenance, but not limited to:

- Torque Checks on all required components
- Cable tensioning as needed
- Cable replacement as needed per manufacturer specifications
- Replacement of Ropes as needed per manufacturer specifications
- Replacement of wooden components per inspection
- Recertification and replacement of wearing parts for all manufactured components including:
 - Zip Stop Devices
 - True Blue Devices
 - DEUS Devices
 - Quick Jump and Quick Jump XL Devices
- Lashing of all netted structures as required per wear
- Replacement of all belay devices and connectors or carabiners per inspection Criteria
- Regular pressure washing of the boat dock and paddle boats.

“Start-Up Budget” means the Budget for the Pre-Opening Phase, as set forth in Exhibit E-1, or such other format as CITY may determine in its reasonable discretion and shall be approved by CITY in writing.

EXHIBIT B

DESCRIPTION OF PREMISES-MAP

(Attached)

Exhibit B Premises



EXHIBIT C

TICKETS AND PRICES

(Attached)

Exhibit C - Tickets and Prices

Single Ride Ticket: Jump, Rappel, Zip line - 1 punch ticket	Adults: \$ 9.99	Youth: \$ 7.99
Climbing Wall Access: Rock Climb walls - 1-hour access	Adults: \$ 9.99	Youth: \$ 7.99
Challenge Package: Aerial Adventure & Rappel - Time Limit: 2 hours	Adults: \$ 24.99	Youth: \$ 19.99
Adrenaline Package: Via Feratta & Jump Station - Time Limit: 2 hours	Adults: \$ 24.99	Youth: \$ 19.99
Zip Line Add on: when purchased w/ Package	\$ 7.99	
Quarry Kidz Kove: Time Limit: 1 hour		Youth: \$ 8.99
10 Punch Annual Pass: Time Limit: 4 hours per visit	Adults: \$ 149.99	Youth: \$ 139.99
All Access Ticket: Time Limit: 4 hours	Adults: \$ 39.99	Youth: \$ 34.99
Paddle Boat Rentals: Time Limit: 1 hour	Four Person: \$ 14.99	Two Person: \$ 9.99

City of Rocklin Residents receive 10% off weekday All Access Tickets - Discount is extended to residents *exclusively*. Valid ID required.

EXHIBIT D

EQUIPMENT LIST

(Attached)

Exhibit D

Equipment List

- **Guest Lockers** (108 weather resistant, standard 12" x 12" x 12" lockable)
- **Ground School Relocation**
 - Including installation by Bonsai Design (not to exceed \$20,000 in total)
- **Limited Additional Park Signage** (Hours of Operation, Requirements, Restrictions)
- **Office Furniture**
 - 1 Conference table w/matching bureau
 - 2 Computer desks
 - 6 Modular workstations with panel dividers, work surfaces, upper cabinets or shelves, and lower cabinets
- **Existing Equipment**
 - 13 Surface Pro's
 - 10 Receipt printers (Epson C31CD52062)
 - 10 Cables
 - 10 Cash drawers (MMF-VAL 1313E-04)
 - 10 Scanners (Air Track S2-1012A2006)
 - 3 Ticket printers (Lemur-S Boca)
 - 10 Card swipers (Verifone)
 - 12 Trash cans
 - 10 Radios/Chargers/Clips (Motorola BPR 40)
 - 30 Umbrella's with bases for picnic tables
 - 2 Shade canopies (30 x 30)
 - 22 Foldable tables
 - 2 24" Misting fans
 - 2 Utility carts
 - 2 Water jugs
 - 1 Telescopic pool pole
 - 1 Life hook
 - 60 Life vests
 - 1 Ring buoy
 - 2 Reach assist tubes
 - 1 Deck scrub brush
 - 1 Megaphone
 - 1 Pressure washer
 - 1 Adult/Child CPR mask

- 1 AED
 - 5 Popup tents (10' x 10')
 - 3 Portable generators
 - 1 Safe
 - 1 Digital scales
 - 1 Rescue raft
 - 40 Picnic tables
 - 250 Guest, guide and emergency kits (ie. helmets and harnesses)
 - 1 Golf cart
 - 1 10 Paddle boats
 - 1 Aluminum boat with motor
- **Retail Inventory**
 - 112 Baseball caps
 - 34 Visors
 - 24 Polo shirts
 - 157 T-shirts
 - 96 Water bottles

EXHIBIT E-1

START-UP BUDGET

(Attached)

EXHIBIT E-1

ROCKLIN STARTUP BUDGET

Pre-Development Services

Insurance

General Liability

\$ 75,000.00

Annual rate

2

pymts during startup

Bonsai Cost:

\$ 12,500.00

Welcome Center

Welcome Ctr/Office Setup & Supplies

Welcome Center & Office FF&E

Computer / IT

6

Cost

\$ 1,500.00

Office Furniture

Phone Equipment

Retail Furn/Fix/Supplies

Guest Wrist bands

Welcome Center & Office Supplies

Dues & Subscriptions

Office Supplies/Postage & Misc

IT Consulting & Implementation

Retail Inventory

\$ 5,000.00 Clothing

\$ 3,000.00 Go Pro

\$ 1,000.00 Access.

\$ 500.00 Food

Software

Misc Software

Reservations Software

\$ 6,500.00 Setup

\$ 1,200.00 per mo.

2 # mos

Other Infrastructure

Utilities

\$ 600.00 \$ Per Mo

2 # mos

Office Rent

\$ 3,000.00 \$ Per Mo

2 # mos

Staff Expenses

Moving Expense

1 # emp

\$ 2,500.00 Cost p/emp

Staff Recruitment/Misc Employee Exp.

\$ 5,000.00 Clothing

\$ 10,000.00 Recruitment

Start-Up Payroll

Site Start-Up Payroll

Bonsai Admin

Operations Manager

Course Manager

Marketing Coordinator

Sales Manager

Park Attendants

Sales Guide(s)

Worker's Comp Ins - Overall

Employee Benefits - Overall

Payroll Taxes - Overall

20 # emp

4 # emp

18.00% Avg %

9.00% Avg %

6.60% %

\$ 80,000.00 p/yr

\$ 60,000.00 p/yr

\$ 50,000.00 p/yr

\$ 50,000.00 p/hr

\$ 15.00 p/hr

\$ 15.00 p/hr

2 # mos

1.5 # mos

2 # mos

2 # mos

2 # weeks

4 # weeks

Park Attendant Training

emp

20

Cost per: \$ 700.00

Sales Guide Training

emp

4

Cost per: \$ 400.00

Travel (See Worksheet Below)

Airfare/Baggage Fees

Auto Rental

Fuel

Lodging

Meals

\$ 7,150.00

\$ 1,200.00

\$ 80.00

\$ 6,200.00

\$ 918.00

Marketing Transition:

Advertising

Marketing Dues & Subscriptions

Market Research

Marketing Equipment

PR & Special Events

Printing & Collateral Material

Video/Multimedia

Website Development & SEO

\$ 3,000.00 per mo

1

months

\$ 12,500.00

\$ 1,500.00

\$ 1,000.00

\$ 5,000.00

\$ 3,000.00

\$ 2,500.00

\$ 5,000.00

\$ 32,000.00

Total Startup Cost: \$ 294,103.60

EXHIBIT E-2

**OPERATING BUDGET
FOR 2019 CALENDAR YEAR**

(Attached)

Exhibit E-2 Operating Budget for 2019 Calendar Year												
Stats												
Start Date:		04/12/19		End Date:		12/31/19		# Days:		263		
Single Ride Ticket: Jump, Rappel, Climb, Zip Lin		# Guests @ FP:	Adults:	\$	9.99	Youth:	\$	7.99	Avg. Rate	\$ 9.39		
		Guest Fees:	%:		70.0%	%:		30.0%				
									Income:	\$ 56,340.00		
Zip Line Add on:		# Guests @ FP:		\$	7.99	Add on	\$	-	Avg. Rate	\$ 7.99		
		Guest Fees:	%:		100.0%	%:		0.0%				
									Income:	\$ 67,116.00		
Package 1: Aerial Trekking & Rappel		# Guests @ FP:	Adults:	\$	24.99	Youth:	\$	19.99	Avg. Rate	\$ 22.99		
		Guest Fees:	%:		60.0%	%:		40.0%				
									Income:	\$ 183,920.00		
Package 2: Via Feratta & Jump Station		# Guests @ FP:	Adults:	\$	24.99	Youth:	\$	19.99	Avg. Rate	\$ 22.99		
		Guest Fees:	%:		60.0%	%:		40.0%				
									Income:	\$ 137,940.00		
Kid's Zone:		# Guests @ FP:	Adults:	\$	-	Youth:	\$	8.99	Avg. Rate	\$ 8.99		
		Guest Fees:	%:		0.0%	%:		100.0%				
									Income:	\$ 71,920.00		
Season Pass:		# Guests @ FP:	Adults:	\$	149.99	Youth:	\$	139.99	Avg. Rate	\$ 145.99		
		Guest Fees:	%:		60.0%	%:		40.0%				
									Income:	\$ 437,970.00		
All Ride Ticket:		# Guests @ FP:	Adults:	\$	39.99	Youth:	\$	34.99	Avg. Rate	\$ 37.99		
		Guest Fees:	%:		60.0%	%:		40.0%				
									Income:	\$ 379,900.00		
Boat Rentals:		# Guests @ FP:	4 Person Boat	\$	14.99	2 Person Boat	\$	9.99	Avg. Rate	\$ 12.99		
		Guest Fees:	%:		60.0%	%:		40.0%				
									Income:	\$ 51,960.00		
Total Guests:												
45,000												
										Average Rate:	\$ 28.36	
Discounts & Incentives: (%)		8.0%										
Retail Sales per guest:		\$ 4.00										
INCOME												
Course:		\$ 1,276,100.72										
Retail sales:		\$ 180,000.00										
TOTAL:		\$ 1,456,100.72										
Expenses												
A&G:								Fixed	Variable	Total		
Business Licenses & Permits								\$ 3,300.00		\$ 3,300.00		
Credit Card Commissions		2.5%							\$ 36,402.52	\$ 36,402.52		
Dues & Subscriptions								\$ 1,500.00		\$ 1,500.00		
Employee Expense, Recruitment and Retention		Clothing						\$ 1,000.00	Recruitment	\$ 5,000.00		
		Retention						\$ 12,359.25	Retention	\$ 20,625.00		
		Goodwill						\$ 2,500.00	Continued Training	\$ 2,500.00		
Software Fees		per mo						\$ 1,500.00	# mos:	9.0		
Office Rental		per mo						\$ 2,600.00	# mos:	9.0		
Total A&G:								\$ 85,684.25	\$ 36,402.52	\$ 122,086.77		
A&P:								\$ 160,171.08		\$ 160,171.08		
Total A&P:								\$ 160,171.08		\$ 160,171.08		
Insurance:								\$ 45,000.00		\$ 45,000.00		
Payroll Expense:												
Payroll:												
Administrative												
Operations Manager		per yr						\$ 115,000.00	# mos:	9.0		
Course Manager		per yr						\$ 50,000.00		9.0		
Marketing Coordinator		per yr						\$ 60,000.00		9.0		
Sales Manager		per yr						\$ 50,000.00		9.0		
Course Operation Payroll								Benefits:	\$ 25,000.00			
Total Course Operations Payroll:		\$ 494,370.00						Benefits:	\$ 25,000.00			
Training												
Sales Trainings		# emp						4	Cost per:	\$ 500.00	\$ 2,000.00	
Attendants - Training		# emp						10	Cost per:	\$ 700.00	\$ 7,000.00	
Total Training Payroll:												
Payroll Taxes		State Taxes:						3.40%	\$ 7,862.50	\$ 17,964.58	\$ 25,827.08	
		Social Security:						6.20%	\$ 14,337.50	\$ 32,758.94	\$ 47,096.44	
		Medicare:						1.45%	\$ 3,353.13	\$ 7,661.37	\$ 11,014.49	
Worker's Comp Insurance												
									\$ 68,007.00	\$ 68,007.00		
Total Payroll:									\$ 256,803.13	\$ 654,761.89	\$ 911,565.01	
R&M:												
Repairs & Maintenance								\$ 25,000.00		\$ 25,000.00		
Guest Supplies								Cost p/guest:	\$ 0.10	\$ 4,500.00	\$ 4,500.00	
Total R&M:									\$ 25,000.00	\$ 4,500.00	\$ 29,500.00	
Retail Expenses:												
Retail COGS		percentage of retail Sales						35%	\$ 63,000.00	\$ 63,000.00		
Retail Store Supplies		per mo						\$ 50.00	# mos:	8.6	\$ 431.67	
Total Retail Expenses:									\$ 63,431.67	\$ 63,431.67		
Travel:												
		Airfare/Baggage Fees							\$ 16,900.00	\$ 16,900.00		
		Auto Rental							\$ 5,694.00	\$ 5,694.00		
		Lodging							\$ 23,400.00	\$ 23,400.00		
		Fuel							\$ 2,320.00	\$ 2,320.00		
		Meals							\$ 8,736.00	\$ 8,736.00		
Total Travel:									\$ 57,050.00	\$ 57,050.00		
Utilities:												
Electric/Gas (3900 Rocklin Rd.)		per mo						\$ 150.00	# mos:	8.6	\$ 1,295.00	
Water (3900 Rocklin Rd.)		per mo						\$ 150.00	# mos:	8.6	\$ 1,295.00	
Telephone/Internet		per mo						\$ 1,000.00	# mos:	8.6	\$ 8,633.33	
Trash Removal (3900 Rocklin Rd.)		per mo						\$ 75.00	# mos:	8.6	\$ 647.50	
Total Utilities:									\$ 11,870.83	\$ 11,870.83		
Grand Totals:								Fixed	Variable	Total		
								\$ 584,529.29	\$ 816,146.07	\$ 1,400,675.36		

EXHIBIT F

ADVENTURE OPERATIONS' FOUR YEAR PRO-FORMA

(Attached)

Exhibit F Adventure Operations Four Year Proforma

2019 Proforma														ASSUMPTIONS		
	January	February	March	April	May	June	July	August	September	October	November	December				
Monthly Guests %:				6.00%	12.00%	15.00%	12.00%	12.00%	12.00%	13.00%	10.00%	8.00%				
Monthly Guests #:				2700	5400	6750	5400	5400	5400	5850	4500	3600	45000	2019 Average Rate: \$ 28.36		
														Average Retail Sales Per Guest: \$ 4.00		
Income:																
Ticket Sales:	\$ -	\$ -	\$ -	\$ 76,566.04	\$ 153,132.09	\$ 191,415.11	\$ 153,132.09	\$ 153,132.09	\$ 153,132.09	\$ 165,893.09	\$ 127,610.07	\$ 102,088.06	\$ 1,276,100.72			
Retail Income:	\$ -	\$ -	\$ -	\$ 10,800.00	\$ 21,600.00	\$ 27,000.00	\$ 21,600.00	\$ 21,600.00	\$ 21,600.00	\$ 23,400.00	\$ 18,000.00	\$ 14,400.00	\$ 180,000.00			
Gross Monthly Income:	\$ -	\$ -	\$ -	\$ 87,366.04	\$ 174,732.09	\$ 218,415.11	\$ 174,732.09	\$ 174,732.09	\$ 174,732.09	\$ 189,293.09	\$ 145,610.07	\$ 116,488.06	\$ 1,456,100.72			
Expenses:																
Administrative and General																
Business License and Permits:	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 3,300.00			
2.50% Credit Card Processing:	\$ -	\$ -	\$ -	\$ 2,184.15	\$ 4,368.30	\$ 5,460.38	\$ 4,368.30	\$ 4,368.30	\$ 4,368.30	\$ 4,732.33	\$ 3,640.25	\$ 2,912.20	\$ 36,402.52			
Dues and Subscriptions:	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00			
Employee Expense, Recruitment & Retention:	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 1,000.00	\$ 2,500.00	\$ -	\$ 33,484.25	\$ 43,984.25			
Software fees:	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 13,500.00			
Office Rental:	\$ -	\$ -	\$ -	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 23,400.00			
	\$ -	\$ -	\$ -	\$ 10,784.15	\$ 8,468.30	\$ 13,560.38	\$ 8,468.30	\$ 10,968.30	\$ 10,268.30	\$ 11,332.33	\$ 7,740.25	\$ 40,496.45	\$ 122,086.77			
Advertising and Promotions																
Advertising:	\$ -	\$ -	\$ -	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 11,500.00	\$ 11,500.00	\$ 8,500.00	\$ 8,500.00	\$ 5,000.00	\$ 7,500.00	\$ 90,000.00			
Marketing Dues & Subscriptions:	\$ -	\$ -	\$ -	\$ 550.00	\$ -	\$ -	\$ 549.08	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ 1,599.08			
Market Research:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00			
Marketing Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00			
PR & Special Events:	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,500.00			
Printing & Collateral Material:	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00			
Video/Multimedia:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 10,000.00			
Website Development & SEO:	\$ -	\$ -	\$ -	\$ 4,678.00	\$ 3,855.00	\$ 3,855.00	\$ 3,855.00	\$ 3,855.00	\$ 3,855.00	\$ 3,855.00	\$ 3,855.00	\$ 3,855.00	\$ 35,518.00			
	\$ -	\$ -	\$ -	\$ 25,228.00	\$ 23,855.00	\$ 24,855.00	\$ 19,404.08	\$ 16,355.00	\$ 17,355.00	\$ 12,855.00	\$ 8,855.00	\$ 11,355.00	\$ 160,117.08			
Insurance																
General Liability:	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 45,000.00			
Payroll																
Admin:	\$ -	\$ -	\$ -	\$ 21,057.70	\$ 34,903.85	\$ 23,269.23	\$ 23,269.23	\$ 23,269.23	\$ 23,269.23	\$ 23,269.23	\$ 34,903.85	\$ 23,269.23	\$ 230,480.77			
Sales Staff:	\$ -	\$ -	\$ -	\$ 3,681.72	\$ 8,426.16	\$ 11,115.36	\$ 10,487.88	\$ 10,756.80	\$ 10,487.88	\$ 10,487.88	\$ 10,487.88	\$ 7,574.58	\$ 83,506.14			
Activities:	\$ -	\$ -	\$ -	\$ 17,861.04	\$ 42,333.84	\$ 55,844.64	\$ 52,692.12	\$ 54,043.20	\$ 52,692.12	\$ 52,692.12	\$ 43,234.56	\$ 38,055.42	\$ 409,449.06			
Payroll Taxes:	\$ -	\$ -	\$ -	\$ 4,707.35	\$ 9,465.86	\$ 9,970.33	\$ 9,552.64	\$ 9,731.65	\$ 9,552.64	\$ 9,552.64	\$ 9,793.20	\$ 7,613.37	\$ 79,939.68			
Workers Comp:	\$ -	\$ -	\$ -	\$ 4,322.43	\$ 7,689.32	\$ 8,638.24	\$ 8,275.45	\$ 8,430.93	\$ 8,275.45	\$ 8,275.45	\$ 8,264.76	\$ 5,646.50	\$ 67,818.53			
Benefits:	\$ -	\$ -	\$ -	\$ 4,485.65	\$ 4,485.65	\$ 4,485.65	\$ 4,485.65	\$ 4,485.65	\$ 4,485.65	\$ 4,485.65	\$ 4,485.64	\$ 4,485.65	\$ 40,370.84			
	\$ -	\$ -	\$ -	\$ 56,115.89	\$ 107,304.67	\$ 113,323.45	\$ 108,762.97	\$ 110,717.46	\$ 108,762.97	\$ 108,762.97	\$ 111,169.89	\$ 86,644.75	\$ 911,565.01			
Inspections and Routine Maintenance																
Guest Supplies:	\$ -	\$ -	\$ -	\$ 270.00	\$ 540.00	\$ 675.00	\$ 540.00	\$ 540.00	\$ 540.00	\$ 585.00	\$ 450.00	\$ 360.00	\$ 4,500.00			
Inspections:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00			
Routine Maintenance:	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 5,000.00	\$ -	\$ -	\$ 2,500.00	\$ 15,000.00			
	\$ -	\$ -	\$ -	\$ 2,770.00	\$ 540.00	\$ 3,175.00	\$ 540.00	\$ 13,040.00	\$ 5,540.00	\$ 585.00	\$ 450.00	\$ 2,860.00	\$ 29,500.00			
Retail:																
Retail COGS:	\$ -	\$ -	\$ -	\$ 3,780.00	\$ 7,560.00	\$ 9,450.00	\$ 7,560.00	\$ 7,560.00	\$ 7,560.00	\$ 8,190.00	\$ 6,300.00	\$ 5,040.00	\$ 63,000.00			
Supplies:	\$ -	\$ -	\$ -	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 450.00			
	\$ -	\$ -	\$ -	\$ 3,830.00	\$ 7,610.00	\$ 9,500.00	\$ 7,610.00	\$ 7,610.00	\$ 7,610.00	\$ 8,240.00	\$ 6,350.00	\$ 5,090.00	\$ 63,450.00			
Travel																
Airfare/Baggage Fees:	\$ -	\$ -	\$ -	\$ 1,877.78	\$ 1,877.78	\$ 1,877.78	\$ 1,877.78	\$ 1,877.78	\$ 1,877.78	\$ 1,877.78	\$ 1,877.78	\$ 1,877.78	\$ 16,900.02			
Auto Rental:	\$ -	\$ -	\$ -	\$ 632.67	\$ 632.67	\$ 632.67	\$ 632.67	\$ 632.67	\$ 632.67	\$ 632.67	\$ 632.67	\$ 632.67	\$ 5,694.03			
Lodging:	\$ -	\$ -	\$ -	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 23,400.00			
Fuel:	\$ -	\$ -	\$ -	\$ 257.78	\$ 257.78	\$ 257.78	\$ 257.78	\$ 257.78	\$ 257.78	\$ 257.78	\$ 257.78	\$ 257.78	\$ 2,320.02			
Meals:	\$ -	\$ -	\$ -	\$ 970.67	\$ 970.67	\$ 970.67	\$ 970.67	\$ 970.67	\$ 970.67	\$ 970.67	\$ 970.67	\$ 970.67	\$ 8,736.03			
	\$ -	\$ -	\$ -	\$ 6,338.90	\$ 6,338.90	\$ 6,338.90	\$ 6,338.90	\$ 6,338.90	\$ 6,338.90	\$ 6,338.90	\$ 6,338.90	\$ 6,338.90	\$ 57,050.10			
Utilities																
Electric/Gas:	\$ -	\$ -	\$ -	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 1,350.00			
Water:	\$ -	\$ -	\$ -	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 1,350.00			
Telephone/Internet:	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 9,000.00			
Trash Removal:	\$ -	\$ -	\$ -	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 675.00			
	\$ -	\$ -	\$ -	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 12,375.00			
Total Expenses:													\$ 1,401,143.96			
Total Monthly Expenses:	\$ -	\$ -	\$ -	\$ 111,441.94	\$ 160,491.87	\$ 177,127.72	\$ 157,499.25	\$ 171,404.66	\$ 162,250.17	\$ 154,489.20	\$ 147,279.05	\$ 159,160.10	\$ 1,401,143.96			
Net Income:	\$ -	\$ -	\$ -	\$ (24,075.90)	\$ 14,240.22	\$ 41,287.38	\$ 17,232.83	\$ 3,327.42	\$ 12,481.91	\$ 34,803.89	\$ (1,668.97)	\$ (42,672.04)	\$ 54,956.76			

2020 Proforma

	January	February	March	April	May	June	July	August	September	October	November	December	
Monthly Guests %:	2.00%	2.00%	5.00%	8.00%	13.00%	14.00%	12.00%	11.00%	9.00%	8.00%	10.00%	6.00%	
Monthly Guests #:	1280	1280	3200	5120	8320	8960	7680	7040	5760	5120	6400	3840	64000
Income:													
Ticket Sales:	\$ 35,518.04	\$ 35,518.04	\$ 88,795.09	\$ 142,072.14	\$ 230,867.23	\$ 248,626.25	\$ 213,108.21	\$ 195,349.19	\$ 159,831.16	\$ 142,072.14	\$ 177,590.18	\$ 106,554.11	\$ 1,775,901.76
Retail Income:	\$ 6,400.00	\$ 6,400.00	\$ 16,000.00	\$ 25,600.00	\$ 41,600.00	\$ 44,800.00	\$ 38,400.00	\$ 35,200.00	\$ 28,800.00	\$ 25,600.00	\$ 32,000.00	\$ 19,200.00	\$ 320,000.00
Gross Monthly Income:	\$ 41,918.04	\$ 41,918.04	\$ 104,795.09	\$ 167,672.14	\$ 272,467.23	\$ 293,426.25	\$ 251,508.21	\$ 230,549.19	\$ 188,631.16	\$ 167,672.14	\$ 209,590.18	\$ 125,754.11	\$ 2,095,901.76
Expenses:													
Administrative and General													
Business License and Permits:	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
2.50% Credit Card Processing	\$ 1,047.95	\$ 1,047.95	\$ 2,619.88	\$ 4,191.80	\$ 6,811.68	\$ 7,335.66	\$ 6,287.71	\$ 5,763.73	\$ 4,715.78	\$ 4,191.80	\$ 5,239.75	\$ 3,143.85	\$ 52,397.54
Dues and Subscriptions	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00
Employee Expense, Recruitment & Retention	\$ -	\$ 4,500.00	\$ 5,000.00	\$ 2,000.00	\$ 2,500.00		\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ -	\$ -	\$ 47,119.25
Software fees	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 18,000.00
Office Rental	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 31,200.00
	\$ 5,147.95	\$ 10,647.95	\$ 11,719.88	\$ 11,791.80	\$ 13,411.68	\$ 12,435.66	\$ 11,387.71	\$ 12,363.73	\$ 11,315.78	\$ 9,291.80	\$ 9,339.75	\$ 54,363.10	\$ 173,216.79
Advertising and Promotions													
Advertising	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 11,500.00	\$ 11,500.00	\$ 8,500.00	\$ 8,500.00	\$ 5,000.00	\$ 7,500.00	\$ 107,500.00
Marketing Dues & Subscriptions	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ 2,000.00
Market Research	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing Equipment	\$ 1,050.00	\$ -	\$ -	\$ 1,040.00	\$ -	\$ -	\$ 1,027.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,117.14
PR & Special Events	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
Printing & Collateral Material	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
Video/Multimedia	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
Website Development & SEO	\$ 2,921.25	\$ 2,921.25	\$ 2,921.25	\$ 2,921.25	\$ 2,921.25	\$ 2,921.25	\$ 2,921.25	\$ 2,921.25	\$ 2,921.25	\$ 2,921.25	\$ 2,921.25	\$ 2,921.25	\$ 35,055.00
	\$ 9,471.25	\$ 7,921.25	\$ 15,421.25	\$ 21,961.25	\$ 20,421.25	\$ 15,421.25	\$ 20,948.39	\$ 14,421.25	\$ 11,421.25	\$ 11,921.25	\$ 7,921.25	\$ 10,421.25	\$ 167,672.14
Insurance													
General Liability	\$ 20,312.50	\$ 4,062.50	\$ 4,062.50	\$ 4,062.50	\$ 4,062.50	\$ 4,062.50	\$ 4,062.50	\$ 4,062.50	\$ 4,062.50	\$ 4,062.50	\$ 4,062.50	\$ 4,062.50	\$ 65,000.00
Payroll													
Admin	\$ 23,269.23	\$ 23,269.23	\$ 23,269.23	\$ 23,269.23	\$ 34,903.85	\$ 23,269.23	\$ 23,269.23	\$ 23,269.23	\$ 23,269.23	\$ 34,903.85	\$ 23,269.23	\$ 23,269.23	\$ 302,500.00
Sales Staff	\$ 2,465.10	\$ 2,509.92	\$ 7,574.58	\$ 8,246.88	\$ 11,966.94	\$ 11,205.00	\$ 10,487.88	\$ 11,025.72	\$ 10,218.96	\$ 10,756.80	\$ 10,487.88	\$ 8,426.16	\$ 105,371.82
Activities	\$ 12,384.90	\$ 12,610.08	\$ 38,055.42	\$ 60,123.06	\$ 60,123.06	\$ 56,295.00	\$ 52,692.12	\$ 55,394.28	\$ 51,341.04	\$ 54,043.20	\$ 52,692.12	\$ 42,333.84	\$ 548,088.12
Payroll Taxes	\$ 4,212.18	\$ 4,242.01	\$ 7,613.37	\$ 10,126.13	\$ 11,822.82	\$ 10,030.00	\$ 9,552.64	\$ 9,910.66	\$ 9,373.63	\$ 11,017.28	\$ 9,552.64	\$ 8,180.23	\$ 105,633.57
Workers Comp	\$ 1,636.98	\$ 1,662.89	\$ 4,591.09	\$ 8,889.90	\$ 9,736.46	\$ 8,690.06	\$ 8,275.45	\$ 8,586.41	\$ 8,119.97	\$ 9,536.81	\$ 8,125.45	\$ 6,138.85	\$ 83,990.32
Benefits	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 45,000.00
	\$ 48,968.38	\$ 49,294.13	\$ 86,103.69	\$ 115,655.20	\$ 133,553.13	\$ 114,489.29	\$ 109,277.32	\$ 113,186.30	\$ 107,322.83	\$ 125,257.93	\$ 109,127.32	\$ 93,348.31	\$ 1,205,583.84
Inspections and Routine Maintenance													
Guest Supplies	\$ 128.00	\$ 128.00	\$ 320.00	\$ 512.00	\$ 832.00	\$ 896.00	\$ 768.00	\$ 704.00	\$ 576.00	\$ 512.00	\$ 640.00	\$ 384.00	\$ 6,400.00
Inspections			\$ 2,000.00				\$ 10,000.00						\$ 12,000.00
Routine Maintenance		\$ 2,000.00		\$ 6,000.00		\$ 4,000.00			\$ 2,500.00			\$ 2,500.00	\$ 19,500.00
	\$ 128.00	\$ 2,128.00	\$ 2,320.00	\$ 6,512.00	\$ 832.00	\$ 4,896.00	\$ 768.00	\$ 13,204.00	\$ 576.00	\$ 3,012.00	\$ 640.00	\$ 2,884.00	\$ 37,900.00
Retail:													
Retail COGS	\$ 2,240.00	\$ 2,240.00	\$ 5,600.00	\$ 8,960.00	\$ 14,560.00	\$ 15,680.00	\$ 13,440.00	\$ 12,320.00	\$ 10,080.00	\$ 8,960.00	\$ 11,200.00	\$ 6,720.00	\$ 112,000.00
Supplies	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 600.00
	\$ 2,290.00	\$ 2,290.00	\$ 5,650.00	\$ 9,010.00	\$ 14,610.00	\$ 15,730.00	\$ 13,490.00	\$ 12,370.00	\$ 10,130.00	\$ 9,010.00	\$ 11,250.00	\$ 6,770.00	\$ 112,600.00
Travel													
Airfare/Baggage Fees	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 9,000.00
Auto Rental	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 3,000.00
Lodging	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Fuel:	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 1,920.00
Meals:	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 4,500.00
	\$ 2,535.00	\$ 2,535.00	\$ 2,535.00	\$ 2,535.00	\$ 2,535.00	\$ 2,535.00	\$ 2,535.00	\$ 2,535.00	\$ 2,535.00	\$ 2,535.00	\$ 2,535.00	\$ 2,535.00	\$ 30,420.00
Utilities													
Electric/Gas:	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 1,800.00
Water:	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 1,800.00
Telephone/Internet:	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Trash Removal:	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 900.00
	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 1,375.00	\$ 16,500.00
Total Expenses:													\$ 1,808,892.77
Total Monthly Expenses:	\$ 90,228.09	\$ 80,253.83	\$ 129,187.31	\$ 172,902.75	\$ 190,800.56	\$ 170,944.70	\$ 163,843.92	\$ 173,517.78	\$ 148,738.36	\$ 166,465.48	\$ 146,250.83	\$ 175,759.16	\$ 1,808,892.77
Net Income:	\$ (48,310.05)	\$ (38,335.80)	\$ (24,392.22)	\$ (5,230.61)	\$ 81,666.67	\$ 122,481.55	\$ 87,664.29	\$ 57,031.41	\$ 39,892.80	\$ 1,206.66	\$ 63,339.35	\$ (50,005.06)	\$ 287,008.99

ASSUMPTIONS		
2020 Average Rate:	\$	27.75
Average Retail Sales Per Guest:	\$	5.00

2021 Proforma													
	January	February	March	April	May	June	July	August	September	October	November	December	
Monthly Guests %:	2.00%	2.00%	5.00%	8.00%	13.00%	14.00%	12.00%	11.00%	9.00%	8.00%	10.00%	6.00%	
Monthly Guests #:	1536	1536	3840	6144	9984	10752	9216	8448	6912	6144	7680	4608	76800
Income:													
Ticket Sales:	\$ 43,900.29	\$ 43,900.29	\$ 109,750.73	\$ 175,601.17	\$ 285,351.89	\$ 307,302.04	\$ 263,401.75	\$ 241,451.60	\$ 197,551.31	\$ 175,601.17	\$ 219,501.46	\$ 131,700.87	\$ 2,195,014.58
Retail Income:	\$ 7,756.80	\$ 7,756.80	\$ 19,392.00	\$ 31,027.20	\$ 50,419.20	\$ 54,297.60	\$ 46,540.80	\$ 42,662.40	\$ 34,905.60	\$ 31,027.20	\$ 38,784.00	\$ 23,270.40	\$ 387,840.00
Gross Monthly Income:	\$ 51,657.09	\$ 51,657.09	\$ 129,142.73	\$ 206,628.37	\$ 335,771.09	\$ 361,599.64	\$ 309,942.55	\$ 284,114.00	\$ 232,456.91	\$ 206,628.37	\$ 258,285.46	\$ 154,971.27	\$ 2,582,854.58
Expenses:													
Administrative and General													
Business License and Permits:	\$ -	\$ 1,050.00	\$ -	\$ -	\$ -	\$ 1,050.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100.00
2.50% Credit Card Processing	\$ 1,356.00	\$ 1,356.00	\$ 3,390.00	\$ 5,423.99	\$ 8,813.99	\$ 9,491.99	\$ 8,135.99	\$ 7,457.99	\$ 6,101.99	\$ 5,423.99	\$ 6,779.99	\$ 4,068.00	\$ 67,799.93
Dues and Subscriptions	\$ -	\$ -	\$ -	\$ 1,575.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,575.00
Employee Expense, Recruitment & Retention	\$ -	\$ 4,725.00	\$ 5,250.00	\$ 2,100.00	\$ 2,625.00	\$ -	\$ 1,050.00	\$ 2,625.00	\$ 2,625.00	\$ 1,050.00	\$ -	\$ -	\$ 49,475.21
Software fees	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ 1,575.00	\$ 18,900.00
Office Rental	\$ 2,730.00	\$ 2,730.00	\$ 2,730.00	\$ 2,730.00	\$ 2,730.00	\$ 2,730.00	\$ 2,730.00	\$ 2,730.00	\$ 2,730.00	\$ 2,730.00	\$ 2,730.00	\$ 2,730.00	\$ 32,760.00
	\$ 5,661.00	\$ 11,436.00	\$ 12,945.00	\$ 13,403.99	\$ 15,743.99	\$ 14,846.99	\$ 13,490.99	\$ 14,387.99	\$ 13,031.99	\$ 10,778.99	\$ 11,084.99	\$ 57,848.21	\$ 194,660.15
Advertising and Promotions													
Advertising	\$ 5,250.00	\$ 5,250.00	\$ 7,875.00	\$ 13,125.00	\$ 13,125.00	\$ 13,125.00	\$ 12,075.00	\$ 12,075.00	\$ 8,925.00	\$ 8,925.00	\$ 5,250.00	\$ 7,875.00	\$ 112,875.00
Marketing Dues & Subscriptions	\$ 525.00	\$ -	\$ -	\$ 525.00	\$ -	\$ -	\$ 525.00	\$ -	\$ -	\$ 525.00	\$ -	\$ -	\$ 2,100.00
Market Research	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing Equipment	\$ 1,102.50	\$ -	\$ -	\$ 1,092.00	\$ -	\$ -	\$ 1,078.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,273.00
PR & Special Events	\$ -	\$ -	\$ -	\$ 5,250.00	\$ -	\$ -	\$ 5,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,500.00
Printing & Collateral Material	\$ -	\$ -	\$ -	\$ -	\$ 5,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,250.00
Video/Multimedia	\$ -	\$ -	\$ 5,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,250.00
Website Development & SEO	\$ 4,089.75	\$ 4,089.75	\$ 4,089.75	\$ 4,089.75	\$ 4,089.75	\$ 4,089.75	\$ 4,089.75	\$ 4,089.75	\$ 4,089.75	\$ 4,089.75	\$ 4,089.75	\$ 4,089.75	\$ 49,077.00
	\$ 10,967.25	\$ 9,339.75	\$ 17,214.75	\$ 24,081.75	\$ 22,464.75	\$ 17,214.75	\$ 23,018.25	\$ 16,164.75	\$ 13,014.75	\$ 13,539.75	\$ 9,339.75	\$ 11,964.75	\$ 188,325.00
Insurance													
General Liability	\$ 21,328.13	\$ 4,265.63	\$ 4,265.63	\$ 4,265.63	\$ 4,265.63	\$ 4,265.63	\$ 4,265.63	\$ 4,265.63	\$ 4,265.63	\$ 4,265.63	\$ 4,265.63	\$ 4,265.63	\$ 68,250.00
Payroll													
Admin	\$ 24,432.69	\$ 24,432.69	\$ 24,432.69	\$ 24,432.69	\$ 36,649.04	\$ 24,432.69	\$ 24,432.69	\$ 24,432.69	\$ 24,432.69	\$ 36,649.04	\$ 24,432.69	\$ 24,432.69	\$ 317,625.00
Sales Staff	\$ 2,588.36	\$ 2,635.42	\$ 7,953.31	\$ 8,659.22	\$ 12,565.29	\$ 11,765.25	\$ 11,012.27	\$ 11,577.01	\$ 10,729.91	\$ 11,294.64	\$ 11,012.27	\$ 8,847.47	\$ 110,640.41
Activities	\$ 13,004.15	\$ 13,240.58	\$ 39,958.19	\$ 63,129.21	\$ 63,129.21	\$ 59,109.75	\$ 55,326.73	\$ 58,163.99	\$ 53,908.09	\$ 56,745.36	\$ 55,326.73	\$ 44,450.53	\$ 575,492.53
Payroll Taxes	\$ 4,422.78	\$ 4,454.11	\$ 7,994.03	\$ 10,632.43	\$ 12,413.96	\$ 10,531.50	\$ 10,030.27	\$ 10,406.19	\$ 9,842.31	\$ 11,568.14	\$ 10,030.27	\$ 8,589.24	\$ 110,915.25
Workers Comp	\$ 1,718.83	\$ 1,746.04	\$ 4,820.64	\$ 9,334.39	\$ 10,223.29	\$ 9,124.57	\$ 8,689.22	\$ 9,015.73	\$ 8,525.97	\$ 10,013.65	\$ 8,531.72	\$ 6,445.79	\$ 88,189.84
Benefits	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 47,250.00
	\$ 51,416.80	\$ 51,758.84	\$ 90,408.87	\$ 121,437.96	\$ 140,230.79	\$ 120,213.76	\$ 114,741.19	\$ 118,845.62	\$ 112,688.97	\$ 131,520.82	\$ 114,583.69	\$ 98,015.73	\$ 1,265,863.03
Inspections and Routine Maintenance													
Guest Supplies	\$ 161.28	\$ 161.28	\$ 403.20	\$ 645.12	\$ 1,048.32	\$ 1,128.96	\$ 967.68	\$ 887.04	\$ 725.76	\$ 645.12	\$ 806.40	\$ 483.84	\$ 8,064.00
Inspections	\$ -	\$ -	\$ 2,100.00	\$ -	\$ -	\$ -	\$ -	\$ 10,500.00	\$ -	\$ -	\$ -	\$ -	\$ 12,600.00
Routine Maintenance	\$ -	\$ 2,100.00	\$ -	\$ 6,300.00	\$ -	\$ 4,200.00	\$ -	\$ 2,625.00	\$ -	\$ 2,625.00	\$ -	\$ 2,625.00	\$ 20,475.00
	\$ 161.28	\$ 2,261.28	\$ 2,503.20	\$ 6,945.12	\$ 1,048.32	\$ 5,328.96	\$ 967.68	\$ 14,012.04	\$ 725.76	\$ 3,270.12	\$ 806.40	\$ 3,108.84	\$ 41,139.00
Retail:													
Retail COGS	\$ 2,850.62	\$ 2,850.62	\$ 7,126.56	\$ 11,402.50	\$ 18,529.06	\$ 19,954.37	\$ 17,103.74	\$ 15,678.43	\$ 12,827.81	\$ 11,402.50	\$ 14,253.12	\$ 8,551.87	\$ 142,531.20
Supplies	\$ 52.50	\$ 52.50	\$ 52.50	\$ 52.50	\$ 52.50	\$ 52.50	\$ 52.50	\$ 52.50	\$ 52.50	\$ 52.50	\$ 52.50	\$ 52.50	\$ 630.00
	\$ 2,903.12	\$ 2,903.12	\$ 7,179.06	\$ 11,455.00	\$ 18,581.56	\$ 20,006.87	\$ 17,156.24	\$ 15,730.93	\$ 12,880.31	\$ 11,455.00	\$ 14,305.62	\$ 8,604.37	\$ 143,161.20
Travel													
Airfare/Baggage Fees:	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 4,800.00
Auto Rental:	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 1,200.00
Lodging:	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 4,800.00
Fuel:	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 900.00
Meals:	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 1,800.00
	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ 13,500.00
Utilities													
Electric/Gas:	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 1,890.00
Water:	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 157.50	\$ 1,890.00
Telephone/Internet:	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00	\$ 12,600.00
Trash Removal:	\$ 78.75	\$ 78.75	\$ 78.75	\$ 78.75	\$ 78.75	\$ 78.75	\$ 78.75	\$ 78.75	\$ 78.75	\$ 78.75	\$ 78.75	\$ 78.75	\$ 945.00
	\$ 1,443.75	\$ 1,443.75	\$ 1,443.75	\$ 1,443.75	\$ 1,443.75	\$ 1,443.75	\$ 1,443.75	\$ 1,443.75	\$ 1,443.75	\$ 1,443.75	\$ 1,443.75	\$ 1,443.75	\$ 17,325.00
Total Expenses:													\$ 1,932,223.37
Total Monthly Expenses:	\$ 96,131.33	\$ 83,408.37	\$ 138,210.25	\$ 183,033.19	\$ 206,028.78	\$ 183,320.70	\$ 177,333.73	\$ 184,850.70	\$ 160,301.16	\$ 176,274.06	\$ 158,079.83	\$ 185,251.27	\$ 1,932,223.37
Net Revenue:	\$ (44,474.24)	\$ (31,751.28)	\$ (9,067.52)	\$ 23,595.17	\$ 129,742.32	\$ 178,278.94	\$ 132,608.82	\$ 99,263.30	\$ 72,155.75	\$ 30,354.31	\$ 100,205.63	\$ (30,280.00)	\$ 650,631.21

ASSUMPTIONS	
2021 Average Rate:	\$ 28.58
Average Retail Sales Per Guest:	\$ 5.05
Guest Increase from 2020:	20%
Average Retail revenue/Guest Increase:	1%
Average Rate Increase from 2020:	3%

2022 Proforma													
	January	February	March	April	May	June	July	August	September	October	November	December	
Monthly Guests %:	2.00%	2.00%	5.00%	8.00%	13.00%	14.00%	12.00%	11.00%	9.00%	8.00%	10.00%	6.00%	
Monthly Guests #:	1582.08	1582.08	3955.2	6328.32	10283.52	11074.56	9492.48	8701.44	7119.36	6328.32	7910.4	4746.24	79104
Income:													
Ticket Sales:	\$ 46,573.82	\$ 46,573.82	\$ 116,434.55	\$ 186,295.28	\$ 302,729.83	\$ 326,016.73	\$ 279,442.92	\$ 256,156.01	\$ 209,582.19	\$ 186,295.28	\$ 232,869.10	\$ 139,721.46	\$ 2,328,690.96
Retail Income:	\$ 8,069.40	\$ 8,069.40	\$ 20,173.50	\$ 32,277.60	\$ 52,451.09	\$ 56,485.79	\$ 48,416.39	\$ 44,381.69	\$ 36,312.30	\$ 32,277.60	\$ 40,347.00	\$ 24,208.20	\$ 403,469.95
Gross Monthly Income:	\$ 54,643.22	\$ 54,643.22	\$ 136,608.05	\$ 218,572.87	\$ 355,180.92	\$ 382,502.53	\$ 327,859.31	\$ 300,537.70	\$ 245,894.48	\$ 218,572.87	\$ 273,216.09	\$ 163,929.65	\$ 2,732,160.91
Expenses:													
Administrative and General													
Business License and Permits:	\$ -	\$ 1,102.50	\$ -	\$ -	\$ -	\$ 1,102.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,205.00
2.50% Credit Card Processing	\$ 1,506.10	\$ 1,506.10	\$ 3,765.26	\$ 6,024.41	\$ 9,789.67	\$ 10,542.73	\$ 9,036.62	\$ 8,283.57	\$ 6,777.47	\$ 6,024.41	\$ 7,530.52	\$ 4,518.31	\$ 75,305.19
Dues and Subscriptions	\$ -	\$ -	\$ -	\$ 1,653.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,653.75
Employee Expense, Recruitment & Retention	\$ -	\$ 4,961.25	\$ 5,512.50	\$ 2,205.00	\$ 2,756.25	\$ -	\$ 1,102.50	\$ 2,756.25	\$ 2,756.25	\$ 1,102.50	\$ -	\$ -	\$ 51,948.97
Software fees	\$ 1,653.75	\$ 1,653.75	\$ 1,653.75	\$ 1,653.75	\$ 1,653.75	\$ 1,653.75	\$ 1,653.75	\$ 1,653.75	\$ 1,653.75	\$ 1,653.75	\$ 1,653.75	\$ 1,653.75	\$ 19,845.00
Office Rental	\$ 2,866.50	\$ 2,866.50	\$ 2,866.50	\$ 2,866.50	\$ 2,866.50	\$ 2,866.50	\$ 2,866.50	\$ 2,866.50	\$ 2,866.50	\$ 2,866.50	\$ 2,866.50	\$ 2,866.50	\$ 34,398.00
	\$ 6,026.35	\$ 12,090.10	\$ 13,798.01	\$ 14,403.41	\$ 17,066.17	\$ 16,165.48	\$ 14,659.37	\$ 15,560.07	\$ 14,053.97	\$ 11,647.16	\$ 12,050.77	\$ 60,987.53	\$ 208,508.41
Advertising and Promotions													
Advertising	\$ 5,512.50	\$ 5,512.50	\$ 8,268.75	\$ 13,781.25	\$ 13,781.25	\$ 13,781.25	\$ 12,678.75	\$ 12,678.75	\$ 9,371.25	\$ 9,371.25	\$ 5,512.50	\$ 8,268.75	\$ 118,518.75
Marketing Dues & Subscriptions	\$ 551.25	\$ -	\$ -	\$ 551.25	\$ -	\$ -	\$ 551.25	\$ -	\$ -	\$ 551.25	\$ -	\$ -	\$ 2,205.00
Market Research	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing Equipment	\$ 1,157.63	\$ -	\$ -	\$ 1,146.60	\$ -	\$ -	\$ 1,132.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,436.65
PR & Special Events	\$ -	\$ -	\$ -	\$ 5,512.50	\$ -	\$ -	\$ 5,512.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,025.00
Printing & Collateral Material	\$ -	\$ -	\$ -	\$ -	\$ 5,512.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,512.50
Video/Multimedia	\$ -	\$ -	\$ 5,512.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,512.50
Website Development & SEO	\$ 4,294.24	\$ 4,294.24	\$ 4,294.24	\$ 4,294.24	\$ 4,294.24	\$ 4,294.24	\$ 4,294.24	\$ 4,294.24	\$ 4,294.24	\$ 4,294.24	\$ 4,294.24	\$ 4,294.24	\$ 51,530.85
	\$ 11,515.61	\$ 9,806.74	\$ 18,075.49	\$ 25,285.84	\$ 23,587.99	\$ 18,075.49	\$ 24,169.16	\$ 16,972.99	\$ 13,665.49	\$ 14,216.74	\$ 9,806.74	\$ 12,562.99	\$ 197,741.25
Insurance													
General Liability	\$ 22,394.53	\$ 4,478.91	\$ 4,478.91	\$ 4,478.91	\$ 4,478.91	\$ 4,478.91	\$ 4,478.91	\$ 4,478.91	\$ 4,478.91	\$ 4,478.91	\$ 4,478.91	\$ 4,478.91	\$ 71,662.50
Payroll													
Admin	\$ 25,654.33	\$ 25,654.33	\$ 25,654.33	\$ 25,654.33	\$ 38,481.49	\$ 25,654.33	\$ 25,654.33	\$ 25,654.33	\$ 25,654.33	\$ 38,481.49	\$ 25,654.33	\$ 25,654.33	\$ 333,506.25
Sales Staff	\$ 2,717.77	\$ 2,767.19	\$ 8,350.97	\$ 9,092.19	\$ 13,193.55	\$ 12,353.51	\$ 11,562.89	\$ 12,155.86	\$ 11,266.40	\$ 11,859.37	\$ 11,562.89	\$ 9,289.84	\$ 116,172.43
Activities	\$ 13,654.35	\$ 13,902.61	\$ 41,956.10	\$ 66,285.67	\$ 66,285.67	\$ 62,065.24	\$ 58,093.06	\$ 61,072.19	\$ 56,603.50	\$ 59,582.63	\$ 58,093.06	\$ 46,673.06	\$ 604,267.15
Payroll Taxes	\$ 4,643.92	\$ 4,676.82	\$ 8,393.73	\$ 11,164.06	\$ 13,034.66	\$ 11,058.08	\$ 10,531.79	\$ 10,926.50	\$ 10,334.43	\$ 12,146.55	\$ 10,531.79	\$ 9,018.70	\$ 116,461.01
Workers Comp	\$ 1,804.77	\$ 1,833.34	\$ 5,061.68	\$ 9,801.11	\$ 10,734.45	\$ 9,580.79	\$ 9,123.68	\$ 9,466.52	\$ 8,952.27	\$ 10,514.33	\$ 8,958.31	\$ 6,768.08	\$ 92,599.33
Benefits	\$ 5,512.50	\$ 5,512.50	\$ 5,512.50	\$ 5,512.50	\$ 5,512.50	\$ 5,512.50	\$ 5,512.50	\$ 5,512.50	\$ 5,512.50	\$ 5,512.50	\$ 5,512.50	\$ 5,512.50	\$ 49,612.50
	\$ 53,987.64	\$ 54,346.78	\$ 94,929.31	\$ 127,509.86	\$ 147,242.32	\$ 126,224.45	\$ 120,478.25	\$ 124,787.90	\$ 118,323.42	\$ 138,096.86	\$ 120,312.87	\$ 102,916.51	\$ 1,329,156.18
Inspections and Routine Maintenance													
Guest Supplies	\$ 174.42	\$ 174.42	\$ 436.06	\$ 697.70	\$ 1,133.76	\$ 1,220.97	\$ 1,046.55	\$ 959.33	\$ 784.91	\$ 697.70	\$ 872.12	\$ 523.27	\$ 8,721.22
Inspections	\$ -	\$ -	\$ 2,205.00	\$ -	\$ -	\$ -	\$ -	\$ 11,025.00	\$ -	\$ -	\$ -	\$ -	\$ 13,230.00
Routine Maintenance	\$ -	\$ 2,205.00	\$ -	\$ 6,615.00	\$ -	\$ 4,410.00	\$ -	\$ 2,756.25	\$ -	\$ 2,756.25	\$ -	\$ 2,756.25	\$ 21,498.75
	\$ 174.42	\$ 2,379.42	\$ 2,641.06	\$ 7,312.70	\$ 1,133.76	\$ 5,630.97	\$ 1,046.55	\$ 14,740.58	\$ 784.91	\$ 3,453.95	\$ 872.12	\$ 3,279.52	\$ 43,449.97
Retail:													
Retail COGS	\$ 3,113.78	\$ 3,113.78	\$ 7,784.45	\$ 12,455.12	\$ 20,239.57	\$ 21,796.46	\$ 18,682.68	\$ 17,125.79	\$ 14,012.01	\$ 12,455.12	\$ 15,568.90	\$ 9,341.34	\$ 155,688.97
Supplies	\$ 55.13	\$ 55.13	\$ 55.13	\$ 55.13	\$ 55.13	\$ 55.13	\$ 55.13	\$ 55.13	\$ 55.13	\$ 55.13	\$ 55.13	\$ 55.13	\$ 661.50
	\$ 3,168.90	\$ 3,168.90	\$ 7,839.57	\$ 12,510.24	\$ 20,294.69	\$ 21,851.58	\$ 18,737.80	\$ 17,180.91	\$ 14,067.13	\$ 12,510.24	\$ 15,624.02	\$ 9,396.46	\$ 156,350.47
Travel													
Airfare/Baggage Fees:	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 4,800.00
Auto Rental:	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 1,200.00
Lodging:	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 4,800.00
Fuel:	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 900.00
Meals:	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 1,800.00
	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ 13,500.00
Utilities													
Electric/Gas:	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 1,984.50
Water:	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 165.38	\$ 1,984.50
Telephone/Internet:	\$ 1,102.50	\$ 1,102.50	\$ 1,102.50	\$ 1,102.50	\$ 1,102.50	\$ 1,102.50	\$ 1,102.50	\$ 1,102.50	\$ 1,102.50	\$ 1,102.50	\$ 1,102.50	\$ 1,102.50	\$ 13,230.00
Trash Removal:	\$ 82.69	\$ 82.69	\$ 82.69	\$ 82.69	\$ 82.69	\$ 82.69	\$ 82.69	\$ 82.69	\$ 82.69	\$ 82.69	\$ 82.69	\$ 82.69	\$ 992.25
	\$ 1,515.94	\$ 1,515.94	\$ 1,515.94	\$ 1,515.94	\$ 1,515.94	\$ 1,515.94	\$ 1,515.94	\$ 1,515.94	\$ 1,515.94	\$ 1,515.94	\$ 1,515.94	\$ 1,515.94	\$ 18,191.25
Total Expenses:	\$ 2,038,560.02												
Total Monthly Expenses:	\$ 101,033.41	\$ 87,786.80	\$ 145,528.29	\$ 193,016.89	\$ 217,569.78	\$ 193,942.80	\$ 187,335.97	\$ 195,237.29	\$ 169,139.76	\$ 185,919.80	\$ 166,911.36	\$ 195,137.87	\$ 2,038,560.02
Net Revenue:	\$ (46,390.19)	\$ (33,143.58)	\$ (8,920.24)	\$ 25,555.98	\$ 137,611.14	\$ 188,559.72	\$ 140,523.34	\$ 105,300.41	\$ 76,754.72	\$ 32,653.07	\$ 106,304.73	\$ (31,208.21)	\$ 693,600.90

Disclaimer: This proforma is based on the best information as of 3/5/19, it is a best guess for all future dates.

ASSUMPTIONS	
2022 Average Rate:	\$ 29.44
Average Retail Sales Per Guest:	\$ 5.10
Guest Increase from 2021:	3%
Average Retail revenue/Guest Increase:	1%
Average Rate Increase from 2021:	3%

EXHIBIT G

CITY SURVEY FORM

(Attached)

Notice of inspection given: _____

AO STAFF _____

[illegible]

[illegible]

SAFETY										
1	Have the following records been retained by AO for past 5 years?									Agreement 4.4(a)(vi) and 5.2(a)(vi)
	(i) Certifications required for AO employees									
	(ii) Safety inspections									
	(iii) Inspection records - agency inspections									
	(iv) Employee Safety training records									
2	Written Safety program and training to reduce risk of injury and how to respond in an emergency; Written Life-Safety Plan									Agreement 4.4(a)(ii) and 4.9
3	Inspections of activity equipment, ropes, rides and program activities									
	i) Daily inspection records available									Agreement 4.4(a)(viii)
	ii) OSHA inspection records available									
4	Is fall attenuation surfacing adequate?									
5	Tags (out of service/danger) used on faulty equipment and available to Staff									

Rating scale of 1-5 established for all areas or items to be surveyed or inspected, with 1 being unacceptable and 5 being excellent. Should the rating for any area or item not achieving a 2.5 or better rating, AO will, within 48 hours of the survey by the City, resolve the deficiency, or if the deficiency cannot be resolved within 48 hours, submit a plan within 48 hours that includes a reasonable timeline to resolve the deficiency. The timeline is subject to City approval. If AO does not resolve the deficiency within 48 hours or submit a plan within 48 hours to resolve the deficiency within 5 business days, City has the right upon notice to AO to correct the deficiency at its cost. AO shall reimburse City for such costs within 30 days of receiving a bill from City, provided such costs are part of AO's routine maintenance obligations.