

## **FIRST AMENDMENT TO FRISCO MARINA CONCESSIONAIRE AGREEMENT AND LICENSE**

**THIS FIRST AMENDMENT TO FRISCO MARINA CONCESSIONAIRE AGREEMENT AND LICENSE** (this "First Amendment"), is made and entered into as of this 12<sup>th</sup> day of April, 2022, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation ("Frisco") and Sail the Summit, LLC a Colorado limited liability company ("Concessionaire").

**WHEREAS**, Frisco and Concessionaire entered into that certain Frisco Marina Concessionaire Agreement and License dated April 13, 2021; and

**NOW THEREFORE**, in consideration of the foregoing and of the following mutual covenants and conditions Frisco and Concessionaire agree that this First Amendment shall amend the Agreement as follows:

1. That section 3 License, of the Agreement is hereby amended so as to read in its entirety as follows:

For the term of this Agreement, that portion of the Marina provided by Frisco for use by Concessionaire in connection with its Field Operations (the "Marina Facilities") shall consist of such boat docks (or portions thereof) defined as:

Two (2) adjacent slips, separated by a finger if possible, on T Dock, to be determined by Marina General Manager;

The availability of one mooring, located as close to T Dock as reasonably possible once the operations of the Concessionaire expand to necessitate this additional amenity. Concessionaire will provide a 30-day notice to Frisco to prepare and make this additional single mooring available for Concessionaire's use;

Once the Concessionaire Owner, Mark Schneider, has dissolved the company, Sail the Summit, LLC, one mooring will be made available for personal use at current fair market value to Mr. Schneider.

Frisco hereby grants to Concessionaire a license for access to and the use of the Marina Facilities for the purpose of conducting its Field Operations (the "License"). The Marina Facilities shall hereinafter be collectively referred to as the "License Area." Frisco hereby expressly reserves the right to make any use of its respective portions of the License Area that does not unreasonably interfere with the License. Concessionaire shall not use the License Area for any use or purpose other than as expressly provided herein. Concessionaire agrees that availability of these Marina Facilities is dependent on weather conditions, water levels and the operating needs of the Marina. In the event these Marina Facilities are unavailable, the Town will make reasonable accommodations to provide alternate Marina Facilities for Concessionaire's Field Operations.

2. That section 4. Term. The term of this Agreement (the "Term of this Agreement") shall be from the date first written above to October 31, 2022. Thereafter the term of this agreement will be renewed for five (5) successive one year renewal terms unless, not less than 30 days prior to the end of the initial term or any renewal term, the Concessionaire or the Town provides written notice to the other party of its desire to terminate this Agreement, which notice shall cause this Agreement to terminate at the end of the then-current term or renewal term. The initial term of this Agreement together with any automatic renewal term of this Agreement is referred to herein as the "Term of this Agreement."

Concessionaire understands, acknowledges, and agrees that this Agreement does not create an interest or estate in Concessionaire's favor in the property. This Agreement merely grants to the Concessionaire the personal privilege to use the property in strict accordance with the terms of this Agreement.

3. Except as otherwise provided in this First Amendment, all capitalized terms used in this First Amendment shall have the same meaning as provided in the Agreement.
4. Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

TOWN OF FRISCO  
A Colorado municipality

CONCESSIONAIRE:  
Sail The Summit, LLC

By: \_\_\_\_\_  
Hunter Mortensen, Mayor

By: \_\_\_\_\_  
Mark Schneider, Manager

Attest:

\_\_\_\_\_  
Deborah Wohlmuth, CMC Town Clerk