

SNOW SCHOOLERS CONCESSIONAIRE AGREEMENT

THIS SNOW SCHOOLERS AND CONCESSIONAIRE AGREEMENT (this "Agreement") is made and entered into this 8th day of November 2022, by and between SNOW SCHOOLERS, a privately held company, as an independent contractor ("Concessionaire"), and the TOWN OF FRISCO a Colorado municipal corporation ("Frisco" or the "Town").

WHEREAS, On October 26, 2021, the Town and Concessionaire entered into a contract for goods and/or services for instruction of beginner ski and snowboard lessons at the Frisco Adventure Park; and

WHEREAS, the parties desire that Concessionaire continue to provide instruction of beginner ski and snowboard lessons, and include equipment rentals, in the Town of Frisco on property owned or controlled by Frisco; and

WHEREAS, said ski and ride lessons and equipment rentals operated out of the Day Lodge ("Day Lodge"), will now operate, in part, out of the temporary structure located on the south side of the Day Lodge; and

WHEREAS, Concessionaire desires an extension to its concession rights for a period of 1-five (5) years from the date of this Agreement; and

WHEREAS, the Town is willing to extend the term of the concession as desired by Concessionaire.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements set forth below, Concessionaire and Frisco hereby agree as follows:

GENERAL CONDITIONS

1. Service Standards. Concessionaire shall provide, and shall have the right to provide, ski and snowboard lessons, along with ski and snowboard equipment rentals at the Frisco Adventure Park. Concessionaire shall operate out of one location that is described in Section 3 below and depicted in the several exhibits to this Agreement. The base operations shall be located on Town-owned land; The Frisco Town Council ("Council") has adopted the following Service Standards, which shall be the operative goals of the services to be provided by the Concessionaire. The Concessionaire agrees to:

- a. Provide a high quality and professional operation. Ensure that its operations are conducted in a timely manner, including being open for business during posted or advertised hours and conducting ski and snowboard lessons in accordance with Adventure Park scheduled hours; and
- b. Maintain all rental equipment in good condition; and
- c. Operate its ski and snowboard lessons in accordance with all applicable state and local

laws and regulations; and

- d. Ensure that courteous and friendly service will be provided to all guests without regard to age, sex, race, disability, nation origin or any other status protected by state or local law; and
- e. Work cooperatively with Frisco Adventure Park staff as it relates to grooming and terrain use needs and daily preparation,
- f. Provide a clean and orderly operation inside the temporary structure, occupied or used for purposes allowed or required by this Agreement; and
- g. Uphold and support applicable programs and policies of Frisco, and other Town adopted plans while serving as a good will ambassador of Frisco; and
- h. Work, in a cooperative and supportive manner, with other concessionaires, or recreational operations which may be implemented within the Peninsula Recreation Area.

2. Location(s). Concessionaire shall conduct its ski and snowboard lesson check-in, and equipment rental operation inside the Weatherport temporary structure located on the south side of the Day Lodge building near the entrance to the skate park.

- a. The dimensions of said Weatherport temporary structure are 18'x20' as seen in Exhibit C.
- b. This structure will be set up no earlier than November 1st annually, and taken down no later than April 30th.
- c. Per Town of Frisco Building Department permits, this structure will follow all Administrative site plan regulations as seen in EXHIBITS A and B.
- d. Any part of the foregoing or any other provision of this Agreement notwithstanding, the Town has the right, in its sole discretion, to substitute any area within the Peninsula Recreation Area in place of any or all of the locations described in this Section 3, so long as the substituted area is substantially similar in size and usefulness for the purposes set forth herein with respect to each area. In the event of such substitution, the Town shall use reasonable efforts to minimize the impact of the substitution on the Concessionaire's operations, but Concessionaire agrees that in the event of substitution, Concessionaire shall be solely responsible for the costs of relocating any temporary or other improvements, as well as any other costs attendant thereto.

3. Master Planning. Concessionaire agrees to cooperate with Frisco regarding the Master Planning and/or construction of the amenities within the Peninsula Recreation Area and Frisco Adventure Park Grounds.

4. Term, Possession, and Interest. The term of this contract shall be from the date

first set forth above to April 30, 2027. Concessionaire understands, acknowledges and agrees that this Agreement does not create an interest or estate in Concessionaire's favor in any real property. The Town retains legal possession of the full boundaries of all of the real property described or depicted in this Agreement, and this Agreement merely grants to the Concessionaire the personal privilege to use such property in strict accordance with the terms of this Agreement. This Agreement shall in no event be construed to create an assignment coupled with an interest in favor of the Concessionaire. Concessionaire shall expend any time, money or labor upon the property at Concessionaire's own risk and peril.

5. Compensation.

- a. On a monthly basis, with payments being processed by the 15th of every month, Concessionaire will compensate Frisco at a rate of twenty (20%) percent of the gross revenues from any or all revenues generated through activities conducted pursuant to this Agreement.

6. Concessionaire Responsibilities. Concessionaire agrees to operate in accordance with the following General Plan of Operation and in conformance with the Service Standards.

- a. Services. Concessionaire will provide a variety of services that satisfactorily meet the objectives of the Service Standards listed above.
- b. Winter ski and snowboard lessons will be provided during the months of November through April of each year during the term of this Agreement.
- c. Concessionaire shall provide exceptional instructors and guest service to all participants and customers interacting with SNOW SCHOOLERS staff.
- d. Marketing. Concessionaire will be responsible for all marketing, advertising and promotion of their general operations. Prior to the commencement of the season and at least annually thereafter, Concessionaire will provide Frisco with a marketing plan for the upcoming season. Frisco will maintain links at Frisco's Internet site to the Concessionaire's site.
- e. Maintenance. Concessionaire agrees to maintain in good and neat condition all areas, improvements and equipment used in connection with Concessionaire's operations under this Agreement. In addition, Concessionaire agrees to keep a well- maintained temporary structure and agrees to clean up the surrounding area from any storage or clutter in order to allow provided snow removal at any given time.
- f. Reporting of Sales and Annual Audit Requirement. The primary Town contacts of the Concessionaire with respect to operational management are the Adventure Park General Manager and the Recreation and Culture Director. The primary Town contact of the Concessionaire for financial management is the Finance Director.
- g. Concessionaire shall keep within the limits of Summit County, Colorado, true and

complete records and accounts of the total revenues derived by Concessionaire pursuant to this Agreement, including daily bank deposits. Concessionaire shall provide its own point of sales system, and a system of accounting that tracks revenue on both a day-to-day and event-by-event basis. Concessionaire shall further maintain a system of bookkeeping reasonably satisfactory to the Finance Director. The Finance Director shall have the right to inspect and copy such books and records during normal business hours. Concessionaire shall keep and preserve all sales slips, cash register tapes, sales books, bank books or duplicate deposit slips, and all other supporting evidence of Concessionaire's Monthly and Annual Revenue Reports (each as defined below) for at least three (3) years, or until sooner audited by Town. On or before the 25th day of the month following each month of operation, Concessionaire shall submit to the Town Finance Director a report separately itemizing, by sales category, all of Concessionaire's revenue for the prior month (the "Monthly Revenue Report"). By July 25th of each year Concessionaire shall furnish to Town a true and accurate report of all revenues derived by Concessionaire pursuant to this Agreement within the immediately prior one-year period (the "Annual Revenue Report"). Such Report may be prepared and certified to be true and correct by Concessionaire's bookkeeper; provided, however, that if the Finance Director has a reasonable objection to the use of Concessionaire's bookkeeper to prepare such statement, Concessionaire will engage, at Concessionaire's expense, an independent certified public accountant, or other qualified person acceptable to the Finance Director, to prepare and certify such Reports. The Finance Director shall have the right at any time upon 15 days' written notice to audit all of the books of account, bank statements, documents, records, returns, papers and files of Concessionaire relating to the Monthly and Annual Revenue Reports. Concessionaire, within 10 days of written notice of the request to audit, shall make all such documents available for examination at the Agreement Premises. If the Town determines after an audit that the Monthly and/or Annual Revenue Report is for any reporting period as shown by Concessionaire's statement(s) have been understated by more than three percent (3%), Concessionaire shall pay to Town the cost of such audit, the amount of any deficiency, and interest on such amount at the rate specified in this Section 7, subparagraph (I). The Town's right to perform such an audit shall expire three (3) years after Concessionaire's Annual Revenue Report has been delivered to the Town. The audit conducted by the Finance Director shows that the Concessionaire's Monthly and/or Annual Revenue Report for any reporting period have been understated by more than three percent (3%), Concessionaire shall have the right to have an independent audit conducted at its expense. Such audit shall be completed within thirty (30) days from the date Concessionaire is notified of the results of the Finance Director's audit. The Finance Director and the independent auditor shall attempt to reconcile any discrepancies between the two audits. If the Finance Director and the independent auditor are unable to reconcile any such discrepancies, either party may enforce its right or remedies under this Section by appropriate judicial action as provided by law. Concessionaire expressly agrees that Finance Director may inspect any sales tax return or report and accompanying schedules and data which Concessionaire may file with Town pursuant to the Town's Retail Sales Tax Ordinance, and Concessionaire waives any claim of confidentiality which it may have in connection therewith.

- h. Late Payment Charges and Guest Reporting Requirement. An interest charge of two (2%) percent will be applied to each month's revenues for each day such revenues due to Frisco are not received after the day on which the Monthly Revenue Report is due. All Monthly Revenue Reports will note the number of guests who the Concessionaire served that month and each Annual Revenue Report will note the number of guests who the Concessionaire served during the season.
- i. Daily Operations. Prior to each winter season, Concessionaire shall provide the Town with a Safety and Operations Plan detailing the proposed use of the property and terrain, the season opening and closing procedures and safety program for the upcoming season. Frisco shall meet (at a time reasonable for both parties) with Concessionaire to review, comment, and approve or conditionally approve the operations plans, in its reasonable discretion. Although the purpose of this Agreement is to establish a collaborative relationship between the Town and Concessionaire with respect to the provision of ski and ride operations for the residents and visitors to the Town of Frisco, Concessionaire understands and acknowledges that the Concessionaire's use of the property to conduct Concessionaire's business shall be subject to the Town's ultimate right and authority to determine the degree to which ski and ride operations will be conducted on Town-owned property, and, if so, how such operations will be conducted with respect to days and hours of operation. Concessionaire's business on the property shall be conducted in keeping with generally accepted industry practices and procedures for ski and snowboard lessons and rental throughout the United States.
- j. Concessionaire will relay all pertinent information regarding the general operation of its business to the Adventure Park General Manager and the Recreation and Culture Director. Additional administrative decisions outside the purview of this contract must first be approved by Frisco in writing.

7. Insurance. During the Term of this Agreement, Concessionaire shall procure and maintain, at its own expense, the following policy or policies of insurance:

- a. Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall name FRISCO, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.
- b. Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of six hundred thousand dollars (\$600,000) disease -policy limit, and six hundred thousand dollars (\$600,000)

disease -each employee.

- c. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Concessionaire's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall name Frisco, its employees and agents as additional insureds and shall include severability of interests, waiver of subrogation and cross-liability endorsement provisions.
- d. Every policy required under this Section 7 shall be primary insurance and any insurance carried by Frisco, its officers or its employees or carried by or provided through any insurance pool of Frisco, shall be excess and not contributory insurance to that provided by Concessionaire. Concessionaire shall be solely responsible for any deductible losses under any policy required above. Any insured policy required under this Agreement shall be written by a responsible company.
- e. Prior to commencement of this Agreement, Concessionaire shall provide Frisco with a certificate of insurance completed by Concessionaire's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to Frisco.
- f. Concessionaire shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Section 7 or any other provision of this Agreement by reason of Concessionaire's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Concessionaire to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which Frisco may immediately terminate this Agreement or, at its discretion, Frisco may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. and all monies so paid by Frisco shall be repaid by Concessionaire to Frisco upon demand.
- g. Concessionaire will notify Frisco of any accident, claim or potential claim involving Concessionaire or its operations within twenty-four (24) hours of such accident or of learning of such claim or potential claim.

8. Indemnification. Concessionaire agrees to indemnify and hold harmless Frisco, its officers, employees, and insurers. from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake, negligence, or other fault of the Concessionaire, any

subcontractor of the Concessionaire, or any officer, employee, representative, or agent of the Concessionaire or of any subcontractor of the Concessionaire, or which arise out of any workmen's compensation claim of any employee of the Concessionaire or of any employee of any subcontractor of the Concessionaire. The Concessionaire agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of Concessionaire or, at the option of Frisco, agrees to pay Frisco or reimburse Frisco for the defense costs incurred by Frisco in connection with any such liability, claims, or demands. Concessionaire also agrees to bear all other costs and expenses related thereto, including court costs and reasonable attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. The obligations of this subsection (i) shall not extend to any injury, loss, or damage that is caused solely by the act, omission, or other fault of Frisco, its officers, or its employees. Nothing herein shall constitute a waiver by Frisco of its rights under the Colorado Governmental Immunity Act.

9. Employees. Concessionaire shall provide such employees for its operations as it deems necessary. All employee benefits, including FICA and worker's compensation insurance, shall be provided and paid for by Concessionaire.

- a. The Concessionaire hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program as those terms are defined in C.R.S. §§ 817.5- 101(3.7) and (3.3), respectively. (the "Programs") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- b. The Concessionaire shall not knowingly employ or contract with an illegal alien to perform the work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Concessionaire that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- c. The Concessionaire has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.
- d. The Concessionaire is prohibited from using the Programs procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- e. If the Concessionaire obtains actual knowledge that a subcontractor performing the work under this Agreement knowingly employs or contracts with an illegal alien, the Concessionaire shall: (a) notify the subcontractor and Frisco within three (3) days that the Concessionaire has actual knowledge that the subcontractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-1 02(2)(III)(A), the subcontractor does not stop employing or contracting with the illegal alien; except that the Concessionaire shall not terminate the contract with the subcontractor if during such three (3) days the

subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- f. The Concessionaire shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- g. Any violation of the provisions of this paragraph shall be deemed to be a material breach of this Agreement and Frisco may immediately terminate this Agreement for cause based on such violation. If this Agreement is so terminated, the Concessionaire shall be liable for actual and consequential damages to Frisco pursuant to C.R.S. § 8-17.5-102(3) and Frisco shall notify the office of the Secretary of State of such violation/termination.
- h. Town Activities Related to the Frisco Adventure Park Concessionaire agrees to uphold and support applicable programs and policies of Frisco, including Town adopted plans while serving as a good will ambassador of Frisco. Concessionaire further agrees to modify their operation in whole or in part as soon as practicable as a result of any planning, construction, surveying, landscaping or excavation activity prescribed by the Town or its agents that affect the operations during the term of this Agreement. The Town shall provide reasonable notice to Concessionaire in anticipation of construction-related activities to be performed on the property.

10. Cooperation with other Concessionaires and Operations. During the winter season, Concessionaire agrees to operate cooperatively with the operators and staff of the Frisco Adventure Park. Concessionaire agrees to work in a cooperative and supportive manner with other concessionaires or recreational operations, including the Town, within the Peninsula Recreation Area.

11. Miscellaneous Standards:

- a. Concessionaire will follow any regulations provided by the Adventure Park General Manager in relation to Concessionaire staffing use of Day Lodge employee break areas and storage.
- e. Concessionaire shall not permit any outdoor storage of equipment or additions on the temporary structure, unless otherwise requested and documented with Town staff and direction.

12. Clean Up. Concessionaire is responsible for the end of season clean-up of the areas within which its operations are conducted.

13. Signage. Signage for primary operations such as Weatherport temporary structure and parking will be provided and installed by the Concessionaire. All discretionary and temporary

signage and markers shall be removed by the concessionaire no later than April 30 of each winter season.

14. Special Events. Should the Concessionaire consider in hosting and/or participating in any winter special events to be held at the Frisco Adventure Park, they shall communicate interests and approval through the Adventure Park General Manager.

15. Town Events. Concessionaire shall work and cooperate with Town event organizers in coordinating Town sponsored or Town approved winter activities and events at the Peninsula Recreation Area. Concessionaire shall not charge any fees to participants in any Town sponsored event or race. Nothing in this Agreement shall be construed as restricting the Concessionaire's right to submit a competitive proposal for organizing and conducting any Town sponsored event or race when the event or race is put up for competitive proposals.

16. Frisco's Responsibilities. Frisco agrees to provide the following services to the Concessionaire:

- a. Provision of land, as set forth herein, upon which to operate ski and snowboard lessons, equipment rentals, operations, utilizing Concessionaire provided temporary structure, base facilities, and parking. The definition of the service levels for each of these shall be at the sole discretion of Frisco.
- b. The Adventure Park General Manager shall be responsible for a monthly report on the condition of the concessionaire's operations, to include condition of the temporary structure and lesson set up.
- c. Frisco shall be responsible for all snowplowing of roads and parking areas at the Frisco Adventure Park and surrounding access to the Concessionaire, temporary structure. Service level shall be that access to roads and parking is maintained at all times during the recreation area's operating hours and during extended Town sponsored event hours.
- d. Frisco will provide electricity needed to serve the temporary structure. Metered electricity will be billed to the Concessionaire after review by the General Manager and/or Public Works. The Concessionaire shall be solely responsible for any and all costs incurred by Concessionaire in connection with its operations under this Agreement, including but limited to the costs of any and all equipment, improvements, tents, maintenance or labor deemed necessary or desirable by the Concessionaire in connection with the performance of its operations or the meeting of its obligations under this Agreement.

17. Evaluation. The Concessionaire will be evaluated at the end of each completed season. A conference will be scheduled within 60 days at the end of the season, with the Adventure Park General Manager, to discuss the previous season with respect to the Service

Standards outlined herein. Further, following each winter season, Concessionaire and Town agree to meet and discuss recreation and operational changes and discuss whether this Agreement is serving the best needs of the Concessionaire, Town, community, and visiting guests.

18. Termination and Provision of Operating Information. Either party may terminate this Agreement by written notice to the other in the event that the other party is in breach of its obligations hereunder. A party shall be deemed to be in breach if it fails to remedy any default, or failure to perform hereunder within fifteen (15) days after written notice from the other party of such default or failure, or in the event such default or failure is non-monetary and cannot reasonably be cured within fifteen (15) days, if the party in breach fails to initiate such cure within fifteen (15) days of the notice and to diligently pursue such cure to its conclusion thereafter. Within thirty (30) days after the termination of this Agreement by either party, or the expiration of this Agreement in accordance with its terms, Concessionaire shall: (i) provide the Town with a copy of its customer list or lists for the Town's use in conducting operations similar to those of Concessionaire or in contracting with a third party for the conduct of such operations; and (ii) provide the Town with a copy of all of Concessionaire's contracts with third parties used by Concessionaire in the operation of its business, including but not limited to any written agreements of Concessionaire with its various customers, for the Town's use in conducting operations similar to those of Concessionaire or in contracting with a third party for the conduct of such operations. Concessionaire agrees that the obligations of Concessionaire under this section shall survive the termination or expiration of this Agreement.

19. Remedies. Nothing contained herein shall preclude the pursuit of any other remedies herein provided or any remedies provided by law, nor shall any remedy herein provided constitute a forfeiture or waiver of any fees due to Frisco by reason of the violation of any of the terms or provisions herein contained.

20. Assignment. Concessionaire shall not voluntarily, by operation of law or otherwise, assign, encumber or otherwise transfer its rights under this agreement or any interest herein without prior written consent of Frisco in each instance. Frisco may withhold such consent in its reasonable discretion, if, after reviewing a proposed assignee's qualifications and financial ability to perform under this Agreement, Frisco reasonably determines that such assignee may not operate the concession at least as well as Concessionaire. Any transfer without Frisco's prior written consent shall constitute a default of this Agreement and shall be void and shall confer no rights upon any third person. Without limiting the generality of the foregoing, if Concessionaire is not a natural person, any change in the parties controlling Concessionaire on the date hereof, whether by sale of stock or other ownership interests, or otherwise, and any merger, dissolution, consolidation or other reorganization of Concessionaire, shall be deemed a transfer. Every assignment of this agreement to which Frisco consents shall be by an instrument in writing pursuant to which the assignee expressly agrees for the benefit of the Town to assume, perform and observe all of Concessionaire's obligations under this agreement. If any transfer shall occur, with or without the Town's prior consent, Frisco may, after default by Concessionaire, collect payments from the assignee or other transferee, and apply the net amount collected to the payments herein reserved, but no such collection shall be deemed a waiver of this Section 20, or the acceptance of the assignee or other transferee as the Concessionaire hereof, or a release of the Concessionaire from continuing liability to perform

pursuant to this Agreement. The consent by the Town to a transfer shall not relieve Concessionaire from primary liability hereunder (which shall be joint and several with any assignees or other transferees) or from the obligation to obtain the express consent in writing of Frisco to any further transfer.

21. Notice Provision. All notice requirements under this contract shall be satisfied by written notice delivered by registered mail to the addresses below.

TOWN:
Town Manager
Town of Frisco
Box 4100
Frisco CO 80443-4100

CONCESSIONAIRE:
SNOW SCHOOLERS
Brian Bensch, Owner
PO Box 6411
Tahoe, CA 96145

22. Entire Agreement, Amendments. Except as otherwise expressly provided in this Agreement, this Agreement sets forth the entire agreement of the parties, supersedes all prior negotiations and understandings, and shall govern any services by the Concessionaire. Except as otherwise expressly provided in this Agreement, this Agreement may be modified or amended only upon the signed written agreement of both parties.

23. Disclaimer. Town has not made and does not hereby make any representations or warranties to Concessionaire that the property is suitable or adequate in any respect for the activities or uses that Concessionaire intends to conduct or may conduct thereon. All express and implied warranties are hereby disclaimed. Concessionaire acknowledges and agrees that there are no promises, representations, agreements, warranties (whether express or implied), conditions or understanding, whether oral or written, between the parties related to the property, or the use thereof other than those expressly stated in this agreement.

24. Relationship of the Parties. Town and Concessionaire agree that it is their mutual intent that Concessionaire shall act as an independent contractor to the Town under this Agreement, and Concessionaire and the Town agree that nothing in this Agreement shall be deemed, held or construed as creating any relationship between them other than that of principal and independent contractor.

25. No third party beneficiaries. It is the intent of the Town and Concessionaire that they are and shall remain the sole parties that are entitled to the benefits of this Agreement, and that there are no third or other party that is intended to be benefitted hereby, or who shall have any right to enforce any provision of this Agreement.

ENTERED INTO TO BE EFFECTIVE AS OF THE DATE FIRST SET FORTH ABOVE.

TOWN OF FRISCO, COLORADO

Hunter Mortensen, Mayor

ATTEST:

SNOW SCHOOLERS,

Brian Bensch, Owner

EXHIBIT A



EXHIBIT B



EXHIBIT C

